***AMENDED AGENDA**
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
MAY 16, 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 Bernard Thompson of New Zion Missionary Baptist Church

4. PROCLAMATION / PRESENTATION

4.1 ***PROCLAMATION - "NEUROFIBROMATOSIS (NF) AWARENESS MONTH"** - *Recognizes the month of May, 2023, as, "Neurofibromatosis (NF) Awareness Month." Ms. Betsie Huben and members of the Children's Tumor Foundation will be present to accept the Proclamation.*

4.2 **PROCLAMATION - "PEACE OFFICERS MEMORIAL DAY" AND "POLICE WEEK"** - *Proclaims May 15, 2023, as "Peace Officers Memorial Day" and the week of May 14 through May 20, 2023, as "Police Week." Interim Chief Tambasco and Police Department personnel will be in attendance to accept the Proclamation.*

4.3 **PRESENTATION - ANNUAL RECYCLE EVENT UPDATE -** *Public Works Director Jeremiah Glisson will provide an update on the City's 15th Annual Recycle Event held April 22, 2023.*

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

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

6. *DISCUSSION

6.1 ***AMELIA RIVER GOLF COURSE LEASE** - *This item is placed on the agenda at the request of the leaseholder and staff.*

7. CONSENT AGENDA

7.1 **PROTECTED HERITAGE TREE DESIGNATIONS – VARIOUS LOCATIONS -** RESOLUTION 2023-72 DESIGNATING FOUR (4) TREES LOCATED ON PRIVATE PROPERTY AT 202 N. 18TH STREET, 1315 BROOME STREET, 2200 ATLANTIC AVENUE, AS PROTECTED HERITAGE TREES, ONE (1) TREE LOCATED ON PRIVATE PROPERTY IN THE COMMON AREAS OF SHELL COVE SUBDIVISION AS A PROTECTED HERITAGE TREE, AND FIVE (5) TREES LOCATED ON PUBLIC LAND AT 304 DIVISION STREET, 701 S. 6TH STREET, FERNANDINA

BEACH GOLF COURSE, 1324 BROOME STREET, 13 S. 13TH STREET, AS PROTECTED HERITAGE TREES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the designation of "Protected Heritage Tree" to five private and five public trees in accordance with Land Development Code Section 4.05.15 procedures.*

7.2 **AWARD OF FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORIC RESOURCES GRANT -** RESOLUTION 2023-73 ACCEPTING FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORIC RESOURCES AFRICAN AMERICAN CULTURAL HERITAGE GRANT FUNDS OF $865,500 WITH A $188,250 MATCHING FUND REQUIREMENT FOR PECK GYM CENTER ROOF AND PECK ADMIN FLOORING REPLACEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the funding awarded through FDOS Historic Resources African American Cultural Heritage Grant Agreement 23.s.aa.900.118 in the amount of $876,500 with a matching fund requirement of $188,250, for a total project cost of $1,064,750.00.*

7.3 **GRANT APPLICATION - FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES -** RESOLUTION 2023-74 AUTHORIZING THE SUBMITTAL OF A FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORIC RESOURCES, SPECIAL CATEGORY GRANT APPLICATION FOR $500,000 TOWARD THE COST OF REPAIRING THE AMELIA ISLAND LIGHTHOUSE, A BUILDING LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES; AUTHORIZING THE SUBMITTAL OF A FLORIDA LIGHTHOUSE ASSOCIATION GRANT FOR $125,000 TOWARD THE COST OF REPAIRING THE AMELIA ISLAND LIGHTHOUSE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Authorizes the submittal of a Historic Preservation Special Category Grant application for $500,000 and $125,000 Florida Lighthouse Association grant to help fund necessary repairs to the Amelia Island Lighthouse, a historically-significant building.*

7.4 **MEMORANDUM OF UNDERSTANDING - NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC -** RESOLUTION 2023-75 APPROVING A MEMORANDUM OF UNDERSTANDING TO AMEND THE AGREEMENT WITH THE NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves an Amendent to the Labor Agreement between the City of Fernandina Beach and LIUNA propose a five percent cost of living increase, effective Monday, October 2, 2023, to all eligible bargaining unit members.*

7.5 **TEMPORARY EASEMENT - UNITED STATES ARMY CORPS OF ENGINEERS (USACE) BEACH RENOURISHMENT -** RESOLUTION 2023-76 APPROVING A TEMPORARY EASEMENT AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Renews the easement allowing the USACE to access area of Dolphin Street and Fletcher Avenue and Ocean Avenue to complete beach renourishment work.*

8. RESOLUTIONS

8.1 ***(QUASI-JUDICIAL)* - PRELIMINARY PLAT/REPLAT APPROVAL "THIRD AND BEECH" -** RESOLUTION 2023-77 APPROVING A PRELIMINARY PLAT/REPLAT FOR A SUBDIVISION CALLED “THIRD AND BEECH” TO CREATE A TWELVE (12) LOT TOWNHOME SUBDIVISION; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE. *Synopsis: Approves the preliminary plat/replat for Third and Beech Subdivision located on Beech Street between South Third Street and South Fourth Street.*

8.2 **AWARD OF RFP 23-03 - EMPLOYEE BENEFITS CONSULTING SERVICES** - RESOLUTION 2023-78 AWARDING RFP 23-03 TO RISK MANAGEMENT ASSOCIATES, INC., A WHOLLY

OWNED SUBSIDIARY OF BROWN & BROWN INC., TO PROVIDE CONSULTING SERVICES FOR EMPLOYEE BENEFITS IN THE AMOUNT OF $65,000 ANNUALLY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards RFP 23-03 for employee benefits consulting services to Risk Management Associates, Inc., in the amount of $65,000 annually.*

8.3 **AWARD OF RFP 23-04 - PROPERTY, CASUALTY, AND WORKERS COMPENSATION INSURANCE CONSULTING SERVICES -** RESOLUTION 2023-79 AWARDING RFP 23-04 TO _____, TO PROVIDE CONSULTING SERVICES FOR PROPERTY, CASUALTY AND WORKERS COMPENSATION INSURANCE IN THE AMOUNT OF $_____ ANNUALLY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards RFP 23-04 for property, casualty and workers compensation insurance consulting services.*

8.4 **PROPOSAL APPROVAL - HALFF ASSOCIATES, INC. -** RESOLUTION 2023-80 APPROVING A PROPOSAL FROM THE CITY'S CCNA CONSULTANT HALFF ASSOCIATES, INC. FOR A CITYWIDE VULNERABILITY ASSESSMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Accepts the engineering and design proposal from Halff Associates Inc. to complete the City's comprehensive vulnerability assessment.*

8.5 **** REMOVED FROM CONSIDERATION* - FOURTH AMENDMENT - AMELIA RIVER GOLF COURSE AGREEMENT -** RESOLUTION 2023-81 APPROVING THE FOURTH AMENDMENT TO THE GOLF COURSE DEVELOPMENT AND LEASE AGREEMENT, BY AMENDING SECTIONS 1.02 AND 2.04 OF THE LEASE AGREEMENT FOR THE AMELIA RIVER GOLF COURSE PROPERTY; PROVIDING FOR EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Fourth Amendment to the Amelia River Golf Course Lease, allowing for construction of a solar farm.*

8.6 **SOLE SOURCE VENDOR APPROVAL - ARMRLITE OVERHEAD DOORS -** RESOLUTION 2023-82 APPROVING ARMRLITE OVERHEAD DOORS AS THE SOLE SOURCE VENDOR FOR EIGHT ALUMINUM AND GLASS SECTIONAL DOORS FOR THE NEW FIRE STATION 2 ON AIRPORT ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.*Synopsis: Approves ArmRLite Overhead Doors as a sole source vendor for sectional bay doors for Fire Station 2.*

9. ORDINANCE - FIRST READING

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

MAJEURE EVENTS; NONDISCRIMINTATION PROVISION; RATES, CHANGES, BILLING AND AUDITS; MISCELLANEOUS PROVISIONS; PUBLIC RECORDS LAW AND OBLIGATIONS; REPEAL OF SECTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a five-year franchise agreement beginning January 15, 2024, with Waste Management Inc of Florida for solid waste and recyclables.*

9.2 **RIGHT-OF-WAY VACATION - PORTION OF THE UNIMPROVED POMPANO STREET -** ORDINANCE 2023-23 APPROVING THE VACATION OF PUBLIC RIGHT OF WAY FOR A PORTION OF THE UNIMPROVED POMPANO STREET RIGHT-OF-WAY BETWEEN TROUT STREET AND DOLPHIN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the vacation of an approximately 142 feet by 50 feet section of the unimproved Pompano Street to allow for future skate park improvements.*

9.3 **COMPREHENSIVE PLAN AMENDMENT - COMMERCIAL REDEVELOPMENT -** ORDINANCE 2023-24 AMENDING THE COMPREHENSIVE PLAN TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY MODIFING THE FUTURE LAND USE ELEMENT POLICY 1.08.05 (STANDARDS FOR DESTINATION ACTIVITY CENTERS OR CONVERSION OF EXISTING CONVENTIONAL SUBURBAN SHOPPING CENTERS) AND BY STRIKING THE MULTIMODAL TRANSPORTATION ELEMENT POLICIES 2.13.06 (REQUIRED PLACEMENT OF PARKING), 2.13.08 (VISUAL SCREENING OF PARKING), 2.13.11 (REQUIREMENTS FOR PERVIOUS PARKING MATERIALS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Comprehensive Plan to allow for reasonable reinvestment in existing commercial properties and to rely on the provisions provided in the Land Development Code.*

9.4 **LAND DEVELOPMENT CODE TEXT AMENDMENTS - LARGE SCALE COMMERCIAL REDEVELOPMENT -** ORDINANCE 2023-25 AMENDING AMENDING THE LAND DEVELOPMENT CODE (LDC) TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITES, AND TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY ADDING DEFINITIONS IN SECTION 1.07.00 (ACRONYMS AND DEFINITIONS) FOR ADAPTIVE REUSE, DEVELOPMENT AND DEVELOPMENT ACTIVITY, INFILL DEVELOPMENT, REDEVELOPMENT, AND GREENFIELD DEVELOPMENT; AND AMENDING SECTION 6.04.01 STANDARDS FOR LARGE SCALE COMMERCIAL DEVELOPMENT SPECIFICALLY CHANGING POLICIES FOR MAXIMUM GROSS FLOOR AREA, CREATING ALLOWANCE FOR EXPANSION OF NON-CONFORMING STRUCTURES, PARKING MATERIALS, LOADING DOCKS; AND AMENDING SECTION 7.01.04(C)(2) PARKING LOT DESIGN REQUIREMENTS, PARKING MATERIALS; AND AMENDING SECTION 7.01.06 LOADING SPACE STANDARDS AND DESIGN AND ADDING CRITERIA FOR REDEVELOPMENT PROJECTS; AND MODIFYING SECTION 10.01.02 TO ALLOW REASONABLE EXPANSION OF NON-CONFORMING COMMERCIAL DEVELOPMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Amends the Land Development Code for large scale commercial development to allow for reasonable reinvestment within existing commercial properties.*

10. ORDINANCE - SECOND READING

10.1 **(LEGISLATIVE) FUTURE LAND USE MAP AMENDMENT - BEACH ACCESS PROPERTY, KETCH COURT AND ROBERT OLIVER AVENUE** - ORDINANCE 2023-11 ASSIGNING A FUTURE LAND USE MAP OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Synopsis: Requests a change in Land Use Category from Low Density Residential (LDR) to Recreation (REC) for Beach Access 18 and from Medium Density Residential (MDR) to Conservation (CON) for City-owned properties on Ketch Court and Robert Oliver Avenue.

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

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

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

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

10.6 **ZONING MAP CHANGE - 613 CALHOUN STREET -** ORDINANCE 2023-16 ASSIGNING A ZONING CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Zoning from Medium Density Residential (R-2) to Public and Institutional (PI-1) for City-owned property located at 613 Calhoun Street.*

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

10.8 **ZONING MAP CHANGE - PROPERTIES LOCATED ON N. 14TH STREET -** ORDINANCE 2023-18 ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR 0.16 ACRES OF

LAND LOCATED ON N. 14TH STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Requests a change in Zoning category from High Density Residential (R-3) to Conservation (CON) for City-owned property located on N. 14th Street.*

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

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

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

11. CITY MANAGER REPORTS

12. CITY ATTORNEY REPORTS

13. CITY CLERK REPORTS

14. MAYOR/COMMISSIONER COMMENTS

15. ADJOURNMENT

- A THREE (3) MINUTE TIME LIMIT MAY BE IMPOSED FOR ALL SPEAKERS (EXCEPT IN A QUASI-JUDICIAL HEARING). A "REQUEST TO SPEAK" FORM IS AVAILABLE ON THE COUNTER AT THE ENTRANCE TO THE COMMISSION CHAMBERS. THE FORM SHOULD BE GIVEN TO THE CITY CLERK UPON COMPLETION.
- THE MAYOR WILL DETERMINE THE ORDER OF THE SPEAKERS AND MAY IMPOSE MORE RESTRICTIVE TIME LIMITS.
- ONE PERSON WILL SPEAK AT A TIME AND ADDRESS COMMENTS TO THE MAYOR, NOT INDIVIDUAL CITY COMMISSION MEMBERS.
- THE CITY COMMISSION MAY ASK QUESTIONS OF SPEAKERS WHO WILL HAVE ONE MINUTE TO RESPOND. ADDITIONAL TIME MAY BE GRANTED AT THE DISCRETION OF THE MAYOR OR BY A MOTION BY THE CITY COMMISSION.
- SPEAKERS MAY FILE COPIES OF THEIR REMARKS WITH THE CITY CLERK WHO WILL MAKE THEM AVAILABLE TO THE COMMISSION.
- MULTI-MEDIA PRESENTATIONS MUST BE SUBMITTED TO THE CITY CLERK NO LATER THAN THE FRIDAY BEFORE THE MEETING.
- FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.

- DISCUSSION – DIRECTION - ACTIONS ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER A MOTION AND VOTE IN ACCORDANCE WITH ROBERTS RULES OF ORDER, OR BY A CONSENSUS OF THE CITY COMMISSION.

- PURSUANT TO RESOLUTION 95-32, IF AN ITEM IS NOT ON THE AGENDA IT REQUIRES A FOUR-FIFTHS VOTE OF THE CITY COMMISSION DECLARING THE ITEM AN EMERGENCY BEFORE ACTION CAN BE TAKEN.

- *QUASI-JUDICIAL* - DENOTES THAT THE ITEM MUST BE CONDUCTED AS A QUASI-JUDICIAL HEARING IN ACCORDANCE WITH CITY COMMISSION ESTABLISHED PROCEDURE AND FLORIDA STATUTES. ANY PERSON WISHING TO APPEAL ANY QUASI-JUDICIAL DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

- AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Proclamation
"Neurofibromatosis (NF) Awareness Month"

ITEM TYPE: Proclamations

REQUESTED ACTION: Presentation

SYNOPSIS: Attached is a Proclamation proclaiming the month of May, 2023, as, "Neurofibromatosis (NF) Awareness Month." Members of the Children's Tumor Foundation will be present to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Caroline Best, City Clerk

Agnes White, Administrative Services Manager

Charles George, Interim City Manager

Caroline Best

Date: May 12, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the Children's Tumor Foundation is observing the month of May, 2023, as, "Neurofibromatosis (NF) Awareness Month" to educate the public about this rare genetic disorder which causes tumors to grow on nerves throughout the body; and

WHEREAS, although over two million people world-wide are living with NF and one in every 3,000 births is diagnosed with NF, it is still a relatively unknown condition that affects all people equally, regardless of race, ethnicity or gender; and

WHEREAS, the disorder can affect, the cardiovascular system, brain, bones and skin. It can lead to blindness, deafness, bone abnormalities, disfigurement, learning disabilities, incapacitating pain, and cancer; and

WHEREAS, the Children's Tumor Foundation tirelessly leads numerous efforts to promote and financially sponsor world-class medical research aimed at discovering effective treatments and ultimately, eradicating NF; and

WHEREAS, the Children's Tumor Foundation, through its information resources, youth programs, local chapter activities and national NF Clinic Network, steadfastly foster collaborative partnerships in medical science and industry to accelerate drug research and development, improve access to quality patient healthcare, and provide essential patient and family support.

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

"NEUROFIBROMATOSIS AWARENESS MONTH"

and hereby prevail upon all citizens to participate in NF public awareness activities to help promote early diagnosis, proper management and treatment, prevention of complications, and support for research.

IN WITNESS WHEREOF, I, Bradley M. Bean, hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

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Bradley M. Bean
Mayor - Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Proclamation
"Peace Officers Memorial Day" and "Police Week"

ITEM TYPE: Proclamations

REQUESTED ACTION: N/A

SYNOPSIS: Attached is a Proclamation proclaiming May 15, 2023, as "Peace Officers Memorial Day" and the week of May 14 through May 20, 202, as "Police Week." Interum Chief Tambasco and members of Police Department will be in attendance to accept the Proclamation.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Jeff Tambasco, Interim Police Chief 4/28/2023
Charles George, Interim City Manager 5/1/2023

Caroline Best

Date: April 25, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

Proclamation

WHEREAS, the Congress and President of the United States designated May 15, 2023, as "Peace Officers Memorial Day" and the week in which it falls as "Police Week"; and

WHEREAS, the members of our law enforcement agencies play an essential role in safeguarding the rights and freedoms of the citizens of our country; and

WHEREAS, it is important that all Florida citizens recognize the unique challenges and responsibilities of their Police Department personnel who take a solemn oath to serve the people by protecting life and property, by standing up against violence and disorder, and by shielding the innocent and the weak against oppression or intimidation; and

WHEREAS, Florida Police Departments have properly evolved into professional organizations, utilizing scientific and computerized methods as the basis for effective community-based policing strategies and policy mandates, while embracing diversity and fairness as fundamental organizational principals; and

WHEREAS, in the United States 245 police officers died from an act of violence in 2022 while serving their communities and in 2021 over 60,000 police officers were injured while serving their communities: and

WHEREAS, in 1930 one law enforcement officer died from an act of violence in Fernandina Beach, Chief James Frank Surrency;

WHEREAS, by their faithful and loyal devotion to duty, our local peace officers have established an honorable and enduring legacy of public service which is cherished within our community and woven into the fabric of our history.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fernandina Beach, Florida, that we call upon all Florida police agencies and municipalities to observe Monday, May 15, 2023, as:

"PEACE OFFICERS MEMORIAL DAY"

and the week of May 15, 2023, as:

"POLICE WEEK"

in honor of those peace officers who, through their courageous deeds, have lost their lives or become disabled in the performance of their hallowed duty.

IN WITNESS WHEREOF, I, Bradley M. Bean, by virtue of the authority vested in me as Mayor of the City of Fernandina Beach, Florida, have set my hand to and caused the Official Seal of the City of Fernandina Beach to be affixed this 16th day of May 2023.

CITY OF FERNANDINA BEACH

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BRADLEY M. BEAN
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT:	Presentation Annual Recycle Event Update
ITEM TYPE:	Presentation
REQUESTED ACTION:	
SYNOPSIS:	Public Works Director Jeremiah Glisson will provide an update on the City's 15th Annual Recycle Event held April 22, 2023.
FISCAL IMPACT:	
CITY ATTORNEY COMMENTS:	N/A
CITY MANAGER RECOMMENDATION(S):	N/A

Catherine Sabattini, Administrative Coordinator	4/26/2023
Charles George, Interim City Manager	4/28/2023

Caroline Best

Date: April 25, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: **BUDGET SUMMARY**

ITEM TYPE: Presentation

REQUESTED ACTION: N/A

SYNOPSIS: Comptroller Pauline Testagrose will answer any questions regarding the budget summary for April 2023.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

Pauline Testagrose, Comptroller	5/9/2023
Charles George, Interim City Manager	5/9/2023



Date: December 21, 2022

Submitted By: Pauline Testagrose, Comptroller

COMMISSION ACTION:

Monthly Budget Report

April 2023

Overall: This is the seventh report for the fiscal year 2022/2023 and April represents 58.3% of the budgeted fiscal year. All revenue and various grant revenues have been accrued for the month of April. All recurring expenses have been recorded. Annual maintenance and service contracts have been paid. Finance will monitor expenses and prepare budget amendments to ensure budgeted amounts are not exceeded on a line-by-line basis. Reports comparing current YTD to prior year YTD are also available. Please let the Comptroller know if you wish to see any of these comparative reports.

General Fund: (001)

Total General Fund revenues are 84.7% of the annual budget. This is due to Property Tax and State revenue receipts, as listed in the below table. Year-to-date Property Tax receipts are $17.2 million dollars or 98.6% of the budget. Local Business Taxes are paid annually and recorded in October. Specific revenue sources we are tracking are detailed below.

	22/23 Budget	Apr 23 YTD $	Apr 23 YTD %	Apr 22 YTD $	Apr 22 YTD %
Local Option Gas Tax	435,057	237,780	54.7%	238,514	65.1%
Small County Surtax	2,005,013	1,238,049	61.7%	1,232,936	60.1%
Half Cent Sales Tax	997,954	616,688	61.8%	612,612	64.0%
Franchise Fees	1,400,000	909,698	65.0%	762,945	54.5%
Total FY 22/23 Bud	**4,838,024**				
Total FY 21/22 Actual	5,566,703				
Total FY 21/22 Bud	**4,776,108**				

General Fund expenses are at 44.7% of the budget. Currently the departments over the 58.3% mark are: City Commission, City Clerk, City Manager, and Non-Departmental. This is primarily due to the payments of annual maintenance and consulting contracts.

Special Revenue Funds: (100 - 190)

As was anticipated, Revenues plus Cash Balance Forward exceed Expenditures for all Special Revenue funds except Wastewater and Utility Tax Funds. Impact Fee revenue is a function of payments for connection to City Water and Wastewater services. The FY2022/2023 Utility Tax Fund budget increased the transfer to the General Fund due to a higher reserve balance.

Capital Improvement Funds: (300 - 330)

The Capital Improvement Fund (300), debt service payments were made in October and April on the Fire rescue vehicle and pumper truck. Payments and purchase orders have been issued for beach monitoring and reporting, the Tyler Executime Payroll system, police equipment, street paving and resurfacing, the Atlantic Recreation Center roof, and the Peck Center Repointing Project.

Golf Course: (410)

The transfer from Wastewater Fund to the Golf Fund for the accumulated deficit balance was recorded in October. Membership revenue is $15,565 or 9.4% higher than last April. There is a separate report for each business segment of the Golf Fund included in the Munis Report.

Airport: (420)

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

Sanitation: (440)

Year-to-date revenues exceed expenses. This is due to the timing of Sanitation Services expenses.

Wastewater: (450)

As anticipated in the budget, expenses exceed revenues year-to-date primarily due to the transfers to the Golf Fund and the Marina Fund for the deficit balances. Wastewater Charges revenue is higher this April versus last April by $178,036 or 5.5%.

Water: (460)

Revenues exceed expenses year-to-date. Water Charges revenue is higher this fiscal year versus last fiscal year by $208,052 or 8.6%.

Stormwater: (470)

Expenses exceed revenues for the month. This is due to the timing of annual contractual payments. Revenue for Water Drainage Fees is up 2.7% this April compared to last April.

Marina: (480)

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

Fleet: (510)

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

Utility Billing and Utility Administration: (520 - 530)

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

CITY OF FERNANDINA BEACH
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58.3%

GENERAL FUND (001)	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	%
REVENUES:				
Property Taxes	$ 17,509,048	$ 17,270,704	$ (238,344)	98.6%
Sales /Use/Fuel Taxes	2,665,070	1,475,829	(1,189,241)	55.4%
Franchise Fees	1,425,000	932,522	(492,478)	65.4%
Licenses/Permits	382,000	431,008	49,008	112.8%
Intergovernmental	1,668,662	943,312	(725,350)	56.5%
Charges for Services	1,750,345	1,045,273	(705,073)	59.7%
Fines and Forfeitures	29,500	34,851	5,351	118.1%
Other	255,921	425,745	169,824	166.4%
Subtotal	25,685,546	22,559,244	(3,126,302)	87.8%
Transfers/Reimbursements				
Bond Debt Service	-	6,566	6,566	0.0%
Utility Tax	2,500,000	1,458,335	(1,041,665)	58.3%
Wastewater	360,000	210,000	(150,000)	58.3%
Water	180,000	105,000	(75,000)	58.3%
Total Revenues (excluding cash balance)	28,725,546	24,339,145	(4,386,401)	84.7%
EXPENDITURES:				
City Commission	262,075	162,404	99,671	62.0%
City Clerk	667,839	398,520	269,319	59.7%
City Manager	787,148	507,505	279,643	64.5%
Finance	833,558	478,350	355,208	57.4%
Information and Technology	915,578	473,584	441,994	51.7%
Human Resources	410,207	226,592	183,615	55.2%
City Attorney	431,289	209,798	221,491	48.6%
Planning	970,295	437,024	533,271	45.0%
Facility Maintenance	859,867	456,550	403,317	53.1%
Police	6,548,443	3,420,183	3,128,260	52.2%
Police - Beach Rangers	124,314	48,560	75,754	39.1%
Fire	5,448,880	2,799,601	2,649,279	51.4%
Fire - Ocean Rescue	663,146	178,097	485,049	26.9%
Streets	1,898,742	1,030,857	867,885	54.3%
Downtown	157,665	50,760	106,905	32.2%
Public Assistance	130,000	56,968	73,032	43.8%
Library	57,765	20,948	36,817	36.3%
Recreation	1,375,392	609,930	765,462	44.3%
Parks	1,780,836	881,379	899,457	49.5%
Peck	442,686	187,783	254,903	42.4%
MLK Center	246,788	77,829	168,959	31.5%
Youth	360,509	135,368	225,141	37.5%
Aquatics	538,046	203,063	334,983	37.7%
Non-Departmental	261,207	170,350	90,857	65.2%
Contingency	7,271	0	7,271	0.0%
Transfers				
Capital Improvements	3,911,803	2,241,133	1,670,670	57.3%
Golf	135,000	78,750	56,250	58.3%
Airport	297,420	173,495	123,925	58.3%
Sanitation	40,000	23,335	16,665	58.3%
Marina	726,101	423,556	302,545	58.3%
Subtotal	31,289,870	16,162,272	15,127,598	51.7%
Encumbrances - All Departments		212,074	(212,074)	
Reserves	5,329,453	-	5,329,453	
Total Expenditures (including Encumbrances)	36,619,323	16,374,346	20,244,977	44.7%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,893,777)	7,964,799	15,858,576	
Fund Balance, October 1, 2022 (Cash Balance)				
Unrestricted	7,893,777	7,893,777	-	
Fund Balance, April 30, 2023	$ -	$ 15,858,576	$ 15,858,576	

CITY OF FERNANDINA BEACH
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58.3%

SPECIAL REVENUE FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
REVENUES					
100	Law Enforcement Trust (LETF)	$ 2,825	$ 711	$ (2,114)	25.2%
110	Federal Forfeiture	48,021	8,173	(39,848)	17.0%
125	Tree Trust	360,660	65,379	(295,281)	18.1%
126	Historic District (HDC)	46,185	14,262	(31,923)	30.9%
130	CDBG - Economic Development	106,113	524	(105,589)	0.5%
135	Land Conservation Trust	153,116	83,569	(69,547)	54.6%
140	Building Fees Fund	4,282,856	771,574	(3,511,282)	18.0%
145	Wastewater Impact Fees	1,574,584	235,515	(1,339,069)	15.0%
146	Water Impact Fees	29,650	86,724	57,074	292.5%
150	Utility Tax	3,295,226	1,227,256	(2,067,970)	37.2%
170	Cemetery	1,489,461	192,826	(1,296,635)	12.9%
180	Community Redevelopment Area	1,282,266	5,271	(1,276,995)	0.4%
190	Law Enforcement Recovery	378,689	134,171	(244,518)	35.4%
	Total Revenues	$ 13,049,652	$ 2,825,955	$ (10,223,697)	21.7%
EXPENDITURES:					
100	Law Enforcement Trust (LETF)	$ 2,825	-	$ 2,825	0.0%
110	Federal Forfeiture	48,021	11,484	36,537	23.9%
125	Tree Trust	360,660	29,398	331,262	8.2%
126	Historic District (HDC)	46,185	-	46,185	0.0%
130	CDBG - Economic Development	106,113	-	106,113	0.0%
135	Land Conservation Trust	153,116	90,370	62,746	59.0%
140	Building Fees Fund	4,282,856	720,251	3,562,605	16.8%
145	Wastewater Impact Fees	1,574,584	291,665	1,282,919	18.5%
146	Water Impact Fees	29,650	14,585	15,065	49.2%
150	Utility Tax	3,295,226	1,458,335	1,836,891	44.3%
170	Cemetery	1,489,461	74,245	1,415,216	5.0%
180	Community Redevelopment Area	1,282,266	239,810	1,042,456	18.7%
190	Law Enforcement Recovery	378,689	33,478	345,211	8.8%
	Total Expenditures	$ 13,049,652	$ 2,963,621	$ 10,086,031	22.7%

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

CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
REVENUES AND EXPENDITURES
FISCAL YEAR TO DATE THROUGH APRIL 30, 2023

58.3%

CAPITAL PROJECTS FUNDS

FUND #	NAME OF FUND	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
300	Capital Improvement				
	Revenues	$ 7,307,572	$ 2,299,135	$ (5,008,437)	31.5%
	Expenses				
	General Government	$ 1,022,977	221,002	801,975	21.6%
	Information Technology	125,000	8,066	116,934	6.5%
	Police	-	-	-	0.0%
	Fire	417,000	312,200	104,800	74.9%
	Streets	1,140,644	928,985	211,659	81.4%
	Recreation	1,881,701	199,978	1,681,723	10.6%
	Parks	1,030,000	73,505	956,495	7.1%
	Peck	1,565,250	784,995	780,255	50.2%
	MLK	125,000	-	125,000	0.0%
	Subtotal	7,307,572	2,528,730	4,778,842	34.6%
	Net Revenues(Expenses)	$ -	$ (229,595)	$ 229,595	0.0%
310	Capital Expansion				
	Revenues				
	Grants/Interest/Loan	$ 85,000	$ 41,699	$ (43,301)	49.1%
	Admin	1,431,510	98,875	(1,332,635)	6.9%
	Police	469,934	80,350	(389,584)	17.1%
	Fire	719,416	58,923	(660,493)	8.2%
	Sanitation	-	-	-	0.0%
	Recreation	3,794,450	462,693	(3,331,757)	12.2%
	Subtotal	6,500,310	742,540	(5,757,770)	11.4%
	Expenses				
	Admin	$ 1,437,545	$ -	$ 1,437,545	0.0%
	Police	471,747	-	$ 471,747	0.0%
	Fire	722,314	288,608	$ 433,706	40.0%
	Recreation	3,868,704	12,100	$ 3,856,604	0.3%
	Subtotal	6,500,310	300,708	6,199,602	4.6%
	Net Revenues(Expenses)	$ -	$ 441,832	$ 441,832	0.0%
315	American Rescue Plan Act Capital Fund (ARPA)				
	Revenues				
	State Grant	$ -	$ -	$ -	0.0%
	Other Grant	-	-	-	0.0%
	Interest	5,000	22,294	17,294	445.9%
	From General Fund	-	-	-	0.0%
	Cash Balance Forward	3,965,299	-	(3,965,299)	0.0%
	Subtotal	3,970,299	22,294	(3,948,005)	0.6%
	Expenses				
	Operating	$ -	$ -	$ -	0.0%
	Admin	$ 3,970,299	$ 849,786	$ 3,120,513	21.4%
	Airport	-	-	-	0.0%
	Stormwater	-	-	-	0.0%
	Marina	-	-	-	0.0%
	Recreation	-	-	-	0.0%
	Subtotal	3,970,299	849,786	3,120,513	21.4%
	Net Revenues(Expenses)	$ -	$ (827,492)	$ (827,492)	0.0%
330	Wastewater Improvement				
	Revenues	$ 9,734,266	$ 353,754	$ (9,380,512)	3.6%
	Expenses	9,734,266	105,934	9,628,332	1.1%
	Net Revenues(Expenses)	$ -	$ 247,820	$ 247,820	0.0%

CAPITAL EXPANSION FUND

PRELIMINARY April

	FY21-22 BALANCE FORWARD	FY22-23 REVENUE	FY22-23 INTEREST	FY22-23 EXPENSES	FY22-23 BALANCE FORWARD
POLICE	459,281.70	80,349.84	3,203.16	-	542,834.70
FIRE	594,525.90	58,923.21	4,146.40	288,607.79	368,987.72
SANITATION	-	-	-	-	-
RECREATION/PARKS	3,507,430.61	462,764.56	24,461.83	12,100.00	3,982,557.00
ADMINISTRATION	1,407,582.64	98,874.91	9,816.89	-	1,516,274.44
	5,968,820.85	700,912.52	41,628.28	300,707.79	6,410,653.86

CITY OF FERNANDINA BEACH
MONTHLY MANAGEMENT REPORT
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58.3%

ENTERPRISE FUNDS	Revised Budget	Actuals	VARIANCE Fav/(UnFav)	% Used
Golf Course Fund 410				
Operating Revenues	$ 2,035,730	$ 1,243,486	$ (792,244)	61.1%
Operating Expense*	1,911,211	1,030,902	880,309	53.9%
Operating Income (Loss)	124,519	212,584	88,065	170.7%
Non Operating Income (Expense) & Transfers	1,495,208	1,451,392	(43,816)	97.1%
Change in Net Position	$ 1,619,727	$ 1,663,976	$ 44,249	102.7%
Airport Fund 420				
Operating Revenues	$ 956,540	$ 595,288	$ (361,252)	62.2%
Operating Expense*	687,471	306,525	380,946	44.6%
Operating Income (Loss)	269,069	288,763	19,694	107.3%
Non Operating Income (Expense) & Transfers	2,637,745	1,910,191	(727,554)	72.4%
Change in Net Position	$ 2,906,814	$ 2,198,953	$ (707,861)	75.6%
Sanitation Fund 440				
Operating Revenues	$ 3,236,536	$ 2,022,884	$ (1,213,652)	62.5%
Operating Expense*	3,266,103	1,651,491	1,614,612	50.6%
Operating Income (Loss)	(29,567)	371,393	400,960	-1256.1%
Non Operating Income (Expense) & Transfers	144,000	83,411	(60,589)	57.9%
Change in Net Position	$ 114,433	$ 454,804	$ 340,371	397.4%
Wastewater Fund 450				
Operating Revenues	$ 5,921,250	$ 3,568,961	$ (2,352,289)	60.3%
Operating Expense*	3,351,751	1,681,506	1,670,245	50.2%
Operating Income (Loss)	2,569,499	1,887,454	(682,045)	73.5%
Non Operating Income (Expense) & Transfers	(5,981,224)	(5,309,957)	671,267	88.8%
Change in Net Position	$ (3,411,725)	$ (3,422,502)	$ (10,777)	100.3%
Water Fund 460				
Operating Revenues	$ 4,687,073	$ 2,740,269	$ (1,946,804)	58.5%
Operating Expense*	3,220,936	1,516,753	1,704,183	47.1%
Operating Income (Loss)	1,466,137	1,223,516	(242,621)	83.5%
Non Operating Income (Expense) & Transfers	(1,451,108)	(795,492)	655,616	54.8%
Change in Net Position	$ 15,029	$ 428,025	$ 412,996	2848.0%
Stormwater Fund 470				
Operating Revenues	$ 925,000	$ 541,072	$ (383,928)	58.5%
Operating Expense*	973,056	406,474	566,582	41.8%
Operating Income (Loss)	(48,056)	134,598	182,654	-280.1%
Non Operating Income (Expense) & Transfers	659,053	(116,572)	(775,625)	-17.7%
Change in Net Position	$ 610,997	$ 18,026	$ (592,971)	3.0%
Marina Fund 480				
Operating Revenues	$ 4,113,135	$ 1,462,381	$ (2,650,754)	35.6%
Operating Expense*	3,217,058	1,227,371	1,989,687	38.2%
Operating Income (Loss)	896,077	235,010	(661,067)	26.2%
Non Operating Income (Expense) & Transfers	3,015,378	3,308,366	292,988	109.7%
Change in Net Position	$ 3,911,455	$ 3,543,376	$ (368,079)	90.6%

*Does not include Depreciation Expense and Encumbrances.

Capital Outlay by Fund				
Golf Course Fund 410	$ 202,311	$ 65,441	$ 136,870	32.3%
Airport Fund 420	5,390,740	3,011,958	$ 2,378,782	55.9%
Sanitation Fund 440	199,999	189,999	10,000	95.0%
Wastewater Fund 450	2,143,414	1,312,714	830,700	61.2%
Water Fund 460	2,455,357	633,263	1,822,094	25.8%
Stormwater Fund 470	2,203,633	61,598	2,142,035	2.8%
Marina Fund 480	50,000	-	50,000	0.0%
Total Enterprise Funds	$ 12,645,454	$ 5,274,973	$ 7,370,481	41.7%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 GENERAL FUND								
001 31110	PROPERTY TAXES	-17,509,048.00	-17,509,048.00	-17,270,704.47	-469,025.15	0.00	-238,343.53	98.6%
001 31240	LOCAL OPTION GAS TAX	-435,057.00	-435,057.00	-237,780.15	-36,732.58	0.00	-197,276.85	54.7%
001 31251	STATE/FIRE INSURANCE TAX	-115,000.00	-115,000.00	0.00	0.00	0.00	-115,000.00	.0%
001 31252	STATE/POLICE INSURANCE TAX	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
001 31260	SMALL COUNTY SURTAX	-2,005,013.00	-2,005,013.00	-1,238,048.87	-163,874.98	0.00	-766,964.13	61.7%
001 31610	LOCAL BUSINESS TAX	-160,000.00	-160,000.00	-190,501.84	-4,408.95	0.00	30,501.84	119.1%
001 31620	LOCAL BUSINESS TAX - PENALTIES	-50.00	-50.00	-10,340.83	-1,762.25	0.00	10,290.83	20681.7%
001 31630	LOCAL BUSINESS TAX-OTHER FEES	-3,000.00	-3,000.00	-2,100.00	-157.50	0.00	-900.00	70.0%
001 31640	LOCAL BUSINESS TAX-PAST DUE FE	-2,000.00	-2,000.00	-859.25	-362.57	0.00	-1,140.75	43.0%
001 32204	BUILDING PERMIT-DRIVEWAY	-6,000.00	-6,000.00	-1,400.00	-280.00	0.00	-4,600.00	23.3%
001 32218	CLEARING/EXCAVATE-PERMITS	-25,000.00	-25,000.00	-8,731.00	-1,264.00	0.00	-16,269.00	34.9%
001 32310	FRANCHISE FEES ELECTRIC	-1,400,000.00	-1,400,000.00	-909,698.13	-126,515.07	0.00	-490,301.87	65.0%
001 32340	FRANCHISE FEES GAS	-25,000.00	-25,000.00	-22,823.73	-4,278.40	0.00	-2,176.27	91.3%
001 32900	CODE ENFORCEMENT FEES & FINES	-25,000.00	-25,000.00	-31,391.85	-30,427.23	0.00	6,391.85	125.6%
001 32901	ZONING PLAN REVIEW	-65,000.00	-65,000.00	-59,475.00	-8,475.00	0.00	-5,525.00	91.5%
001 32915	ANNEXATION APP FEE	-2,000.00	-2,000.00	-1,200.00	0.00	0.00	-800.00	60.0%
001 32916	BOA APP FEES-COMMERCIAL	-2,500.00	-2,500.00	-5,000.00	0.00	0.00	2,500.00	200.0%
001 32917	BOA APP FEES-RESIDENTIAL	-8,500.00	-8,500.00	-2,813.00	0.00	0.00	-5,687.00	33.1%
001 32918	ZONING CERTIFICATION FEE	-2,750.00	-2,750.00	-1,200.00	-400.00	0.00	-1,550.00	43.6%
001 32920	CDD COPIES MADE FEE	-50.00	-50.00	-5.25	0.00	0.00	-44.75	10.5%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 32921	COMP PLAN AMEND APP FEE						
	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
001 32926	PLAT APPROVAL APP FEE						
	-3,850.00	-3,850.00	-4,500.00	0.00	0.00	650.00	116.9%
001 32928	REZONING APP FEE						
	-4,200.00	-4,200.00	0.00	0.00	0.00	-4,200.00	.0%
001 32929	SITE PLAN REVIEW APP FEE						
	-24,300.00	-24,300.00	-27,300.00	-5,500.00	0.00	3,000.00	112.3%
001 32932	DUE DILIGENCE						
	-750.00	-750.00	-750.00	-250.00	0.00	0.00	100.0%
001 32933	TELECOMMUNICATION PERMIT						
	-400.00	-400.00	0.00	0.00	0.00	-400.00	.0%
001 32935	ADMINISTRATIVE WAIVER						
	-800.00	-800.00	-1,300.00	-400.00	0.00	500.00	162.5%
001 32936	CODE TEXT AMENDMENT						
	-850.00	-850.00	0.00	0.00	0.00	-850.00	.0%
001 32937	LOT LINE ADJUSTMENTS						
	-3,600.00	-3,600.00	-2,500.00	-1,800.00	0.00	-1,100.00	69.4%
001 32980	OTHER MISC PERMITS						
	0.00	0.00	-300.00	-100.00	0.00	300.00	100.0%
001 32981	SPECIAL EVENT PERMITS						
	-2,500.00	-2,500.00	-7,630.00	-325.00	0.00	5,130.00	305.2%
001 32982	SPECIAL BANNER PERMITS						
	-2,000.00	-2,000.00	-1,885.00	0.00	0.00	-115.00	94.3%
001 32992	FIRE MARSHAL FEES						
	-35,000.00	-35,000.00	-69,514.60	-1,344.00	0.00	34,514.60	198.6%
001 32995	ADDRESS ASSIGNMENT						
	-400.00	-400.00	-310.00	-70.00	0.00	-90.00	77.5%
001 33350	HALF-CENT SALES TAX						
	-997,954.00	-997,954.00	-616,688.48	-93,556.30	0.00	-381,265.52	61.8%
001 33400	STATE GRANT						
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 33512	STATE REVENUE SHARING PROCEED						
	-345,437.00	-345,437.00	-185,842.71	-26,548.96	0.00	-159,594.29	53.8%
001 33514	MOBILE HOME TAX						
	-800.00	-800.00	-493.49	0.00	0.00	-306.51	61.7%
001 33515	ALCOHOLIC BEV LICENSE						
	-23,000.00	-23,000.00	-24,839.08	0.00	0.00	1,839.08	108.0%
001 33522	FIREFIGHTERS SUPPLEMENT						
	-10,000.00	-10,000.00	-6,840.00	0.00	0.00	-3,160.00	68.4%
001 33720	SCHOOL RESOURCE OFFICER						
	-178,346.00	-178,346.00	-108,608.43	-15,819.54	0.00	-69,737.57	60.9%
001 33721	DEA REIMBURSEMENT						
	-13,125.00	-13,125.00	0.00	0.00	0.00	-13,125.00	.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 33722	NASSAU COUNTY OCEAN RESCUE						
	-181,787.00	-181,787.00	-21,769.29	-9,386.61	0.00	-160,017.71	12.0%
001 33910	OCEAN,HIGHWAY AND PRT AUTHORIT						
	-50,000.00	-50,000.00	0.00	0.00	0.00	-50,000.00	.0%
001 34140	REIMBURSEMENT FOR LEGAL EXP						
	-10,500.00	-10,500.00	0.00	0.00	0.00	-10,500.00	.0%
001 34260	AMBULANCE SERVICES						
	-589,958.00	-589,958.00	-453,890.48	-49,669.38	0.00	-136,067.52	76.9%
001 34290	SHRIMP FESTIVAL REIMBURSEMENT						
	-6,000.00	-6,000.00	0.00	0.00	0.00	-6,000.00	.0%
001 34700	TRUST ACTIVITIES NON-TAXABLE						
	-350,000.00	-350,000.00	-148,242.64	-23,986.60	0.00	-201,757.36	42.4%
001 34701	TRUST ACTIVITIES TAXABLE						
	-43,000.00	-43,000.00	-31,178.83	-4,173.08	0.00	-11,821.17	72.5%
001 34702	PARKS TRUST NON-TAXABLE						
	-12,000.00	-12,000.00	-11,403.00	-410.00	0.00	-597.00	95.0%
001 34703	PARKS TRUST TAXABLE						
	-8,000.00	-8,000.00	-8,892.14	-1,050.94	0.00	892.14	111.2%
001 34704	RENTALS NON-TAXABLE						
	-4,000.00	-4,000.00	-7,042.50	-2,115.00	0.00	3,042.50	176.1%
001 34705	SOFTBALL COMPLEX						
	-100.00	-100.00	-55.00	0.00	0.00	-45.00	55.0%
001 34720	RENTALS						
	-5,000.00	-5,000.00	-2,563.63	0.00	0.00	-2,436.37	51.3%
001 34721	PECK RENTS						
	-3,000.00	-3,000.00	-2,051.00	-975.00	0.00	-949.00	68.4%
001 34722	PECK RENTS NON-TAXABLE						
	-25,000.00	-25,000.00	-17,892.81	-2,366.05	0.00	-7,107.19	71.6%
001 34723	PECK TRUST TAXABLE						
	-10,000.00	-10,000.00	-10,448.93	-1,620.76	0.00	448.93	104.5%
001 34724	PECK TRUST NON-TAXABLE						
	-10,000.00	-10,000.00	-7,624.00	-3,819.00	0.00	-2,376.00	76.2%
001 34725	MLK RENTS						
	-4,500.00	-4,500.00	-2,792.50	-1,102.50	0.00	-1,707.50	62.1%
001 34726	MLK RENTS NON-TAXABLE						
	-1,000.00	-1,000.00	-1,350.00	-150.00	0.00	350.00	135.0%
001 34728	MLK TRUST NON-TAXABLE						
	-8,000.00	-8,000.00	0.00	0.00	0.00	-8,000.00	.0%
001 34730	YOUTH TRUST ACTIVITIES						
	-14,000.00	-14,000.00	-12,056.00	-685.00	0.00	-1,944.00	86.1%
001 34731	YOUTH CAMPS						
	-290,000.00	-290,000.00	-210,436.71	-25,589.48	0.00	-79,563.29	72.6%
001 34740	AQUATICS TRUST TAXABLE						
	-12,000.00	-12,000.00	-4,180.00	0.00	0.00	-7,820.00	34.8%

City of Fernandina Beach
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FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 34741	AQUATICS TRUST NON-TAXABLE						
	-100,000.00	-100,000.00	-48,979.00	-7,207.00	0.00	-51,021.00	49.0%
001 34742	SWIMMING POOLS						
	-60,000.00	-60,000.00	-36,049.04	-5,947.57	0.00	-23,950.96	60.1%
001 34743	SWIMMING POOLS NON-TAXABLE						
	-12,000.00	-12,000.00	-5,425.00	-4,425.00	0.00	-6,575.00	45.2%
001 34745	GREENWAY						
	-1,000.00	-1,000.00	-950.00	0.00	0.00	-50.00	95.0%
001 35100	COURT CASES GENERAL FUND						
	-8,500.00	-8,500.00	-10,112.92	-3,119.27	0.00	1,612.92	119.0%
001 35115	PARKING TICKETS						
	-15,000.00	-15,000.00	-20,230.00	-1,895.00	0.00	5,230.00	134.9%
001 35116	POLICE CITATIONS						
	0.00	0.00	-330.00	0.00	0.00	330.00	100.0%
001 35120	POLICE EDUCATION						
	-1,200.00	-1,200.00	-850.53	-174.81	0.00	-349.47	70.9%
001 35911	FINGERPRINT-ACCI-INC REPORT						
	-4,800.00	-4,800.00	-3,327.78	-329.55	0.00	-1,472.22	69.3%
001 36110	INTEREST						
	-110,000.00	-110,000.00	-175,543.80	-27,782.04	0.00	65,543.80	159.6%
001 36120	UNREALIZED GAIN						
	0.00	0.00	1,252.84	-2,656.40	0.00	-1,252.84	100.0%
001 36210	RENTS						
	-3,500.00	-3,500.00	-244.14	0.00	0.00	-3,255.86	7.0%
001 36215	RENTS NON-TAXABLE						
	-23,800.00	-23,800.00	-17,099.01	-2,281.31	0.00	-6,700.99	71.8%
001 36800	CAPITAL CONTRIBUTION						
	0.00	0.00	-35,000.00	0.00	0.00	35,000.00	100.0%
001 36990	OTHER REVENUE						
	-35,851.00	-35,851.00	-192,043.52	-140,595.45	0.00	156,192.52	535.7%
001 36992	GAIN ON SALE OF ASSET						
	0.00	0.00	-100.00	0.00	0.00	100.00	100.0%
001 36995	LATE FEES						
	0.00	0.00	-104.96	0.00	0.00	104.96	100.0%
001 36996	REVENUE-GARNISHMENT FEE						
	-100.00	-100.00	-99.00	-12.00	0.00	-1.00	99.0%
001 36998	STATE OF FLORIDA - FDOT						
	-65,170.00	-65,170.00	0.00	0.00	0.00	-65,170.00	.0%
001 36999	HDC TRUST FUND						
	0.00	0.00	-357.41	0.00	0.00	357.41	100.0%
001 38215	FROM UTILITY TAX						
	-2,500,000.00	-2,500,000.00	-1,458,335.00	-208,333.00	0.00	-1,041,665.00	58.3%
001 38220	FROM BOND DEBT SERVICE						
	0.00	0.00	-6,565.54	0.00	0.00	6,565.54	100.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
001 38245	FROM WASTEWATER OPERATIONS						
	-360,000.00	-360,000.00	-210,000.00	-30,000.00	0.00	-150,000.00	58.3%
001 38246	FROM WATER OPERATIONS						
	-180,000.00	-180,000.00	-105,000.00	-15,000.00	0.00	-75,000.00	58.3%
001 38910	CASH BALANCE FORWARD						
	-7,893,777.00	-7,893,777.00	0.00	0.00	0.00	-7,893,777.00	.0%
TOTAL GENERAL FUND							
	-36,612,323.00	-36,612,323.00	-24,332,738.43	-1,570,535.28	0.00	-12,279,584.57	66.5%
TOTAL REVENUES							
	-36,612,323.00	-36,612,323.00	-24,332,738.43	-1,570,535.28	0.00	-12,279,584.57	
0011310 INFORMATION TECHNOLOGY							
0011310 36993	YOUTH ADVISORY COMM DONATIONS						
	0.00	0.00	-1,317.00	0.00	0.00	1,317.00	100.0%
TOTAL INFORMATION TECHNOLOGY							
	0.00	0.00	-1,317.00	0.00	0.00	1,317.00	100.0%
TOTAL REVENUES							
	0.00	0.00	-1,317.00	0.00	0.00	1,317.00	
0012200 FIRE							
0012200 36993	DONATIONS/CONTRIBUTIONS						
	-7,000.00	-7,000.00	-5,089.49	-1,618.00	0.00	-1,910.51	72.7%
TOTAL FIRE							
	-7,000.00	-7,000.00	-5,089.49	-1,618.00	0.00	-1,910.51	72.7%
TOTAL REVENUES							
	-7,000.00	-7,000.00	-5,089.49	-1,618.00	0.00	-1,910.51	
GRAND TOTAL							
	-36,619,323.00	-36,619,323.00	-24,339,144.92	-1,572,153.28	0.00	-12,280,178.08	66.5%

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Revenue	Amount	% Used
Revised Budget	($36,619,323.00)	66.5%
Less: Cash Balance Forward		
38910	7,893,777.00	
38911	.00	
Revised Budget excluding Cash	($28,725,546.00)	
YTD Actual Revenue	($24,339,144.92)	84.7%

Revised Budget excluding Cash	($28,725,546.00)
Less: YTD Expenditures	16,162,272.38
Net (Revenues) Expenditures	($12,563,273.62)

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0011100	CITY COMMISSION						
	272,325.00	262,075.00	162,404.21	12,635.61	0.00	99,670.79	62.0%
0011200	CITY CLERK						
	647,589.00	667,839.00	398,519.95	95,526.95	0.00	269,319.05	59.7%
0011210	CITY MANAGER						
	785,648.00	787,148.00	507,504.70	75,388.84	8,248.00	271,395.30	65.5%
0011300	FINANCE						
	833,558.00	833,558.00	478,349.67	57,587.33	0.00	355,208.33	57.4%
0011310	INFORMATION TECHNOLOGY						
	925,578.00	915,578.00	473,583.87	43,573.76	33,738.39	408,255.74	55.4%
0011350	HUMAN RESOURCES						
	410,207.00	410,207.00	226,592.28	27,528.86	0.00	183,614.72	55.2%
0011400	CITY ATTORNEY						
	423,746.00	431,289.00	209,797.66	29,302.95	0.00	221,491.34	48.6%
0011500	PLANNING						
	971,795.00	970,295.00	437,023.63	55,999.88	1,350.00	531,921.37	45.2%
0011910	NON DEPARTMENTAL						
	261,207.00	261,207.00	170,350.24	22,196.26	0.00	90,856.76	65.2%
0011930	FACILITIES MAINTENANCE						
	859,867.00	859,867.00	456,549.97	62,228.59	0.00	403,317.03	53.1%
0012100	POLICE						
	6,518,443.00	6,548,443.00	3,420,182.65	475,997.81	13,968.00	3,114,292.35	52.4%
0012101	POLICE RANGERS						
	124,314.00	124,314.00	48,560.32	8,111.21	0.00	75,753.68	39.1%
0012200	FIRE						
	5,448,880.00	5,448,880.00	2,799,600.83	401,257.79	16,958.40	2,632,320.77	51.7%
0012201	FIRE OCEAN RESCUE						
	663,146.00	663,146.00	178,097.29	26,481.56	7,311.39	477,737.32	28.0%
0012400	BUILDING / PERMITTING						
	0.00	0.00	0.00	0.00	320.19	-320.19	100.0%
0014100	STREETS						
	1,898,742.00	1,898,742.00	1,030,857.11	130,703.20	4,589.40	863,295.49	54.5%
0015200	DOWNTOWN						
	157,665.00	157,665.00	50,760.39	11,572.60	0.00	106,904.61	32.2%
0015640	PUBLIC ASSISTANCE						
	130,000.00	130,000.00	56,968.18	11,263.25	0.00	73,031.82	43.8%
0017100	LIBRARY						
	57,765.00	57,765.00	20,947.79	2,545.20	12,430.00	24,387.21	57.8%
0017200	RECREATION						
	1,352,592.00	1,375,392.00	609,930.22	73,365.91	22,800.00	742,661.78	46.0%
0017210	PARKS						
	1,726,636.00	1,780,836.00	881,378.64	108,181.63	65,394.21	834,063.15	53.2%
0017220	PECK						
	442,686.00	442,686.00	187,783.29	29,964.78	0.00	254,902.71	42.4%

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0017225 MLK CENTER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
0017225 MLK CENTER	246,788.00	246,788.00	77,829.35	11,815.22	0.00	168,958.65	31.5%
0017230 YOUTH	360,509.00	360,509.00	135,367.72	15,392.09	0.00	225,141.28	37.5%
0017240 AQUATICS	547,246.00	538,046.00	203,063.42	36,357.11	24,966.20	310,016.38	42.4%
0018100 INTERFUND TRANSFERS OUT	5,208,124.00	5,110,324.00	2,940,269.00	434,011.00	0.00	2,170,055.00	57.5%
0018200 CONTINGENCIES	14,814.00	7,271.00	0.00	0.00	0.00	7,271.00	.0%
0018300 RESERVES	5,329,453.00	5,329,453.00	0.00	0.00	0.00	5,329,453.00	.0%
GRAND TOTAL	36,619,323.00	36,619,323.00	16,162,272.38	2,258,989.39	212,074.18	20,244,976.44	44.7%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
100 LAW ENFORCEMENT TRUST							
100 35120 SEIZED CONTRABAND	0.00	0.00	-695.00	0.00	0.00	695.00	100.0%
100 36110 INTEREST	-22.00	-22.00	-15.53	-2.38	0.00	-6.47	70.6%
100 38910 CASH BALANCE FORWARD	-2,803.00	-2,803.00	0.00	0.00	0.00	-2,803.00	.0%
100 59990 RESERVE	2,825.00	2,825.00	0.00	0.00	0.00	2,825.00	.0%
TOTAL LAW ENFORCEMENT TRUST	0.00	0.00	-710.53	-2.38	0.00	710.53	100.0%
TOTAL REVENUES	-2,825.00	-2,825.00	-710.53	-2.38	0.00	-2,114.47	
TOTAL EXPENSES	2,825.00	2,825.00	0.00	0.00	0.00	2,825.00	
GRAND TOTAL	0.00	0.00	-710.53	-2.38	0.00	710.53	100.0%

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

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
110 FEDERAL FORFEITURE							
110 35121 SEIZED CONTRABAND	-2,500.00	-2,500.00	-4,227.62	-2,031.12	0.00	1,727.62	169.1%
110 36110 INTEREST	-300.00	-300.00	-295.46	-42.30	0.00	-4.54	98.5%
110 36992 GAIN ON SALE OF ASSET	0.00	0.00	-3,650.00	-3,650.00	0.00	3,650.00	100.0%
110 38910 CASH BALANCE FORWARD	-45,221.00	-45,221.00	0.00	0.00	0.00	-45,221.00	.0%
110 55200 OPERATING SUPPLIES	10,000.00	10,000.00	435.97	0.00	0.00	9,564.03	4.4%
110 56400 MACH/EQUIP	15,000.00	15,000.00	11,048.28	0.00	0.00	3,951.72	73.7%
110 56401 EQUIP-NON CAPITAL	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
110 59990 RESERVE	18,021.00	18,021.00	0.00	0.00	0.00	18,021.00	.0%
TOTAL FEDERAL FORFEITURE	0.00	0.00	3,311.17	-5,723.42	0.00	-3,311.17	100.0%
TOTAL REVENUES	-48,021.00	-48,021.00	-8,173.08	-5,723.42	0.00	-39,847.92	
TOTAL EXPENSES	48,021.00	48,021.00	11,484.25	0.00	0.00	36,536.75	
GRAND TOTAL	0.00	0.00	3,311.17	-5,723.42	0.00	-3,311.17	100.0%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
125 TREE TRUST SPECIAL REV FUND							
125 32219 TREE TRUST FUND RESERVE	-130,000.00	-130,000.00	-62,975.00	-9,000.00	0.00	-67,025.00	48.4%
125 36110 INTEREST	-1,400.00	-1,400.00	-2,404.14	-344.19	0.00	1,004.14	171.7%
125 38910 CASH BALANCE FORWARD	-229,260.00	-229,260.00	0.00	0.00	0.00	-229,260.00	.0%
125 51200 SALARIES	18,776.00	18,776.00	10,909.55	1,776.93	0.00	7,866.45	58.1%
125 52100 FICA	1,308.00	1,308.00	764.83	125.28	0.00	543.17	58.5%
125 52200 RETIREMENT	3,769.00	3,769.00	2,356.47	383.82	0.00	1,412.53	62.5%
125 52300 HEALTH INSUR	6,828.00	6,828.00	2,505.25	357.88	0.00	4,322.75	36.7%
125 52301 LIFE INSUR	96.00	96.00	43.82	7.39	0.00	52.18	45.6%
125 52400 WORKERS' COMP	336.00	336.00	196.00	28.00	0.00	140.00	58.3%
125 53100 PROFESSIONAL SERVICES	103,500.00	103,500.00	0.00	0.00	0.00	103,500.00	.0%
125 54970 PROGRAM COSTS	118,700.00	118,700.00	12,571.80	1,262.50	0.00	106,128.20	10.6%
125 55200 OPERATING SUPPLIES	63,750.00	63,750.00	49.80	0.00	0.00	63,700.20	.1%
125 56400 EQUIPMENT	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
125 59990 RESERVE	28,597.00	28,597.00	0.00	0.00	0.00	28,597.00	.0%
TOTAL TREE TRUST SPECIAL REV FUND	0.00	0.00	-35,981.62	-5,402.39	0.00	35,981.62	100.0%
TOTAL REVENUES	-360,660.00	-360,660.00	-65,379.14	-9,344.19	0.00	-295,280.86	
TOTAL EXPENSES	360,660.00	360,660.00	29,397.52	3,941.80	0.00	331,262.48	
GRAND TOTAL	0.00	0.00	-35,981.62	-5,402.39	0.00	35,981.62	100.0%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
126 HDC SPECIAL REVENUE FUND							
126 32924 HDC APPLICATION FEE	-12,000.00	-12,000.00	-8,265.00	-1,850.00	0.00	-3,735.00	68.9%
126 32931 HDC VARIANCE	-1,700.00	-1,700.00	-2,500.00	0.00	0.00	800.00	147.1%
126 36110 INTEREST	0.00	0.00	-476.26	-70.32	0.00	476.26	100.0%
126 36990 OTHER REVENUE	0.00	0.00	-3,020.83	0.00	0.00	3,020.83	100.0%
126 38910 CASH BALANCE FORWARD	-32,485.00	-32,485.00	0.00	0.00	0.00	-32,485.00	.0%
126 53100 PROFESSIONAL SERVICES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
126 54970 PROGRAM COSTS	32,750.00	32,750.00	0.00	0.00	0.00	32,750.00	.0%
126 59990 RESERVE	11,935.00	11,935.00	0.00	0.00	0.00	11,935.00	.0%
TOTAL HDC SPECIAL REVENUE FUND	0.00	0.00	-14,262.09	-1,920.32	0.00	14,262.09	100.0%
TOTAL REVENUES	-46,185.00	-46,185.00	-14,262.09	-1,920.32	0.00	-31,922.91	
TOTAL EXPENSES	46,185.00	46,185.00	0.00	0.00	0.00	46,185.00	
GRAND TOTAL	0.00	0.00	-14,262.09	-1,920.32	0.00	14,262.09	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
130 CDBG ECON DEV							
130 36110 INTEREST	-500.00	-500.00	-523.89	-72.32	0.00	23.89	104.8%
130 38910 CASH BALANCE FORWARD	-106,113.00	-106,113.00	0.00	0.00	0.00	-106,113.00	.0%
130 56300 IMPROVEMENTS	106,613.00	106,613.00	0.00	0.00	0.00	106,613.00	.0%
TOTAL CDBG ECON DEV	0.00	0.00	-523.89	-72.32	0.00	523.89	100.0%
TOTAL REVENUES	-106,613.00	-106,613.00	-523.89	-72.32	0.00	-106,089.11	
TOTAL EXPENSES	106,613.00	106,613.00	0.00	0.00	0.00	106,613.00	
GRAND TOTAL	0.00	0.00	-523.89	-72.32	0.00	523.89	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
135 LAND CONSERVATION TRUST							
135 36110 INTEREST	-1,500.00	-1,500.00	-737.84	-98.77	0.00	-762.16	49.2%
135 36800 CAPITAL CONTRIBUTION	0.00	0.00	-82,831.50	0.00	0.00	82,831.50	100.0%
135 38910 CASH BALANCE FORWARD	-151,616.00	-151,616.00	0.00	0.00	0.00	-151,616.00	.0%
135 53100 PROFESSIONAL SERVICES	0.00	1,000.00	1,000.00	0.00	0.00	0.00	100.0%
135 54700 PRINTING	0.00	7,800.00	3,876.90	0.00	0.00	3,923.10	49.7%
135 56100 LAND	153,116.00	144,316.00	85,493.10	2,661.60	0.00	58,822.90	59.2%
TOTAL LAND CONSERVATION TRUST	0.00	0.00	6,800.66	2,562.83	0.00	-6,800.66	100.0%
TOTAL REVENUES	-153,116.00	-153,116.00	-83,569.34	-98.77	0.00	-69,546.66	
TOTAL EXPENSES	153,116.00	153,116.00	90,370.00	2,661.60	0.00	62,746.00	
GRAND TOTAL	0.00	0.00	6,800.66	2,562.83	0.00	-6,800.66	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 BUILDING FEES FUND								
140 32200	BUILDING PERMITS	-577,610.00	-577,610.00	-691,755.80	-70,593.00	0.00	114,145.80	119.8%
140 32202	BUILDING PERMIT-CONSTRUCTION	-229,048.00	-229,048.00	-100.00	0.00	0.00	-228,948.00	.0%
140 32203	BUILDING PERMIT-DEMOLITION	-5,500.00	-5,500.00	-1,345.00	-55.00	0.00	-4,155.00	24.5%
140 32206	BUILDING PERMIT-AFTER THE FACT	-5,862.00	-5,862.00	-1,160.00	-420.00	0.00	-4,702.00	19.8%
140 32207	BUILDING PERMIT-REINSPECTION	-3,500.00	-3,500.00	-8,255.00	-1,400.00	0.00	4,755.00	235.9%
140 32208	BUILDING PERMIT-2ND REINSPECT	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
140 32211	BUILDING PERMIT-FENCING	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
140 32903	SIGN PERMITS	-1,809.00	-1,809.00	-1,336.00	-160.00	0.00	-473.00	73.9%
140 32905	ELECTRICAL PERMITS-GENERAL	-60,000.00	-60,000.00	0.00	0.00	0.00	-60,000.00	.0%
140 32906	ELECTRICAL PERMITS-TEMPORARY P	-8,500.00	-8,500.00	-3,750.00	-300.00	0.00	-4,750.00	44.1%
140 32908	GAS PERMITS-GENERAL	-14,000.00	-14,000.00	-10,000.00	-880.00	0.00	-4,000.00	71.4%
140 32909	GAS PERMITS-LP INSTALLATION	-6,000.00	-6,000.00	-2,325.00	-150.00	0.00	-3,675.00	38.8%
140 32911	MECHANICAL	-38,285.00	-38,285.00	0.00	0.00	0.00	-38,285.00	.0%
140 32912	PLUMBING PERMITS	-31,945.00	-31,945.00	-3,210.00	-430.00	0.00	-28,735.00	10.0%
140 32913	PLUMBING-FIXTURE FEES	-25,000.00	-25,000.00	0.00	0.00	0.00	-25,000.00	.0%
140 32960	ADMINISTRATION COST BLDING SU	-4,413.00	-4,413.00	-2,373.98	-992.00	0.00	-2,039.02	53.8%
140 32980	OTHER MISC PERMITS	-1,000.00	-1,000.00	-17,025.00	-2,785.00	0.00	16,025.00	1702.5%
140 36110	INTEREST	0.00	0.00	-16,905.70	-2,373.09	0.00	16,905.70	100.0%
140 36992	GAIN ON SALE OF ASSET	0.00	0.00	-12,033.00	0.00	0.00	12,033.00	100.0%
140 38910	CASH BALANCE FORWARD	-3,268,384.00	-3,268,384.00	0.00	0.00	0.00	-3,268,384.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 51200	SALARIES						
	891,292.00	891,292.00	373,882.39	49,179.40	0.00	517,409.61	41.9%
140 51400	OVERTIME						
	10,000.00	10,000.00	968.56	317.63	0.00	9,031.44	9.7%
140 52100	FICA						
	68,948.00	68,948.00	28,276.76	3,702.93	0.00	40,671.24	41.0%
140 52200	RETIREMENT						
	192,516.00	192,516.00	81,030.77	10,831.98	0.00	111,485.23	42.1%
140 52300	HEALTH INSUR						
	144,467.00	144,467.00	60,301.87	7,474.64	0.00	84,165.13	41.7%
140 52301	LIFE INSUR						
	3,493.00	3,493.00	1,614.37	213.34	0.00	1,878.63	46.2%
140 52400	WORKERS' COMP						
	8,974.00	8,974.00	5,234.00	748.00	0.00	3,740.00	58.3%
140 53100	PROFESSIONAL SERVICES						
	316,300.00	316,300.00	70,782.03	907.50	72,259.17	173,258.80	45.2%
140 53400	CONTRACTUAL						
	320,116.00	320,116.00	41,257.94	237.25	0.00	278,858.06	12.9%
140 54000	TRAINING/TRAVEL						
	65,810.00	65,810.00	2,669.75	1,497.00	0.00	63,140.25	4.1%
140 54100	COMM - PHONE/FAX/ALARM						
	948.00	948.00	144.61	24.14	0.00	803.39	15.3%
140 54101	COMMUNICATIONS-CELLULAR						
	9,000.00	9,000.00	4,253.80	0.00	0.00	4,746.20	47.3%
140 54103	COMMUNICATIONS-INTERNET						
	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
140 54500	INSURANCE						
	7,251.00	7,251.00	4,226.00	605.00	0.00	3,025.00	58.3%
140 54611	R/M FACILITIES						
	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%
140 54620	R/M EQUIPMENT						
	685.00	685.00	0.00	0.00	0.00	685.00	.0%
140 54630	R/M VEHICLES-LABOR						
	2,000.00	2,000.00	202.50	0.00	0.00	1,797.50	10.1%
140 54640	R/M VEHICLES-PARTS						
	2,500.00	2,500.00	527.05	70.00	0.00	1,972.95	21.1%
140 54700	PRINTING						
	8,000.00	8,000.00	-482.28	0.00	0.00	8,482.28	-6.0%
140 54934	LEGAL/CONTRACTUAL						
	20,825.00	20,825.00	0.00	0.00	0.00	20,825.00	.0%
140 55100	OFFICE SUPPLIES						
	7,500.00	7,500.00	585.02	0.00	0.00	6,914.98	7.8%
140 55200	OPERATING SUPPLIES						
	8,100.00	8,100.00	4,751.89	42.50	19,924.96	-16,576.85	304.7%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
140 55210	UNIFORMS						
	5,425.00	5,425.00	2,650.00	700.00	0.00	2,775.00	48.8%
140 55230	GAS/OIL						
	7,500.00	7,500.00	2,255.39	251.76	0.00	5,244.61	30.1%
140 55400	BOOKS/SUBS/DUES						
	21,000.00	21,000.00	2,503.00	220.00	0.00	18,497.00	11.9%
140 56400	EQUIPMENT						
	500,000.00	500,000.00	29,077.00	0.00	0.00	470,923.00	5.8%
140 56401	NON CAP EQUIP						
	10,000.00	10,000.00	3,539.04	0.00	0.00	6,460.96	35.4%
140 59990	RESERVE						
	1,641,706.00	1,641,706.00	0.00	0.00	0.00	1,641,706.00	.0%
TOTAL BUILDING FEES FUND							
	0.00	0.00	-51,323.02	-3,515.02	92,184.13	-40,861.11	100.0%
	TOTAL REVENUES						
	-4,282,856.00	-4,282,856.00	-771,574.48	-80,538.09	0.00	-3,511,281.52	
	TOTAL EXPENSES						
	4,282,856.00	4,282,856.00	720,251.46	77,023.07	92,184.13	3,470,420.41	
	GRAND TOTAL						
	0.00	0.00	-51,323.02	-3,515.02	92,184.13	-40,861.11	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
145 WASTEWATER IMPACT							
145 36110 INTEREST	-10,800.00	-10,800.00	-5,803.18	-786.49	0.00	-4,996.82	53.7%
145 36310 IMPACT FEES- INCORPORATED AREA	-196,612.00	-196,612.00	-167,808.30	-16,247.00	0.00	-28,803.70	85.3%
145 36311 IMPACT FEES- UNINCORPORATED	-111,772.00	-111,772.00	-61,903.83	-305.44	0.00	-49,868.17	55.4%
145 38910 CASH BALANCE FORWARD	-1,255,400.00	-1,255,400.00	0.00	0.00	0.00	-1,255,400.00	.0%
145 59230 TRANSFER TO UTIL ACQ DS	500,000.00	500,000.00	291,665.00	41,667.00	0.00	208,335.00	58.3%
145 59990 RESERVE	1,074,584.00	1,074,584.00	0.00	0.00	0.00	1,074,584.00	.0%
TOTAL WASTEWATER IMPACT	0.00	0.00	56,149.69	24,328.07	0.00	-56,149.69	100.0%
TOTAL REVENUES	-1,574,584.00	-1,574,584.00	-235,515.31	-17,338.93	0.00	-1,339,068.69	
TOTAL EXPENSES	1,574,584.00	1,574,584.00	291,665.00	41,667.00	0.00	1,282,919.00	
GRAND TOTAL	0.00	0.00	56,149.69	24,328.07	0.00	-56,149.69	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
146 WATER IMPACT							
146 36110 INTEREST	-1,500.00	-1,500.00	0.00	0.00	0.00	-1,500.00	.0%
146 36310 IMPACT FEES- INCORPORATED AREA	-78,778.00	-78,778.00	-61,048.98	-6,713.00	0.00	-17,729.02	77.5%
146 36311 IMPACT FEES- UNINCORPORATED	-30,284.00	-30,284.00	-25,675.28	-128.16	0.00	-4,608.72	84.8%
146 38910 CASH BALANCE FORWARD	80,912.00	80,912.00	0.00	0.00	0.00	80,912.00	.0%
146 59230 TRANSFER TO UTIL ACQ DS	25,000.00	25,000.00	14,585.00	2,083.00	0.00	10,415.00	58.3%
146 59990 RESERVE	4,650.00	4,650.00	0.00	0.00	0.00	4,650.00	.0%
TOTAL WATER IMPACT	0.00	0.00	-72,139.26	-4,758.16	0.00	72,139.26	100.0%
TOTAL REVENUES	-29,650.00	-29,650.00	-86,724.26	-6,841.16	0.00	57,074.26	
TOTAL EXPENSES	29,650.00	29,650.00	14,585.00	2,083.00	0.00	15,065.00	
GRAND TOTAL	0.00	0.00	-72,139.26	-4,758.16	0.00	72,139.26	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
150 UTILITY TAX							
150 31410 ELECTRIC MUNICIPAL TAX	-1,030,500.00	-1,030,500.00	-596,961.71	-84,952.23	0.00	-433,538.29	57.9%
150 31420 TELEPHONE MUNICIPAL TAX	-807,453.00	-807,453.00	-528,748.95	-75,918.11	0.00	-278,704.05	65.5%
150 31430 WATER MUNICIPAL TAX	0.00	0.00	0.04	0.00	0.00	-0.04	100.0%
150 31440 GAS MUNICIPAL TAX	-220,500.00	-220,500.00	-96,107.09	-13,080.96	0.00	-124,392.91	43.6%
150 36110 INTEREST	-5,000.00	-5,000.00	-5,438.69	-693.27	0.00	438.69	108.8%
150 38910 CASH BALANCE FORWARD	-1,231,773.00	-1,231,773.00	0.00	0.00	0.00	-1,231,773.00	.0%
150 59100 TRANSFER TO GENERAL FUND	2,500,000.00	2,500,000.00	1,458,335.00	208,333.00	0.00	1,041,665.00	58.3%
150 59990 RESERVE	795,226.00	795,226.00	0.00	0.00	0.00	795,226.00	.0%
TOTAL UTILITY TAX	0.00	0.00	231,078.60	33,688.43	0.00	-231,078.60	100.0%
TOTAL REVENUES	-3,295,226.00	-3,295,226.00	-1,227,256.40	-174,644.57	0.00	-2,067,969.60	
TOTAL EXPENSES	3,295,226.00	3,295,226.00	1,458,335.00	208,333.00	0.00	1,836,891.00	
GRAND TOTAL	0.00	0.00	231,078.60	33,688.43	0.00	-231,078.60	100.0%

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FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
170 CEMETERY							
170 32970 BURIAL PERMITS	-3,900.00	-3,900.00	-3,705.00	-540.00	0.00	-195.00	95.0%
170 34560 MARKER SETTING FEES	-2,500.00	-2,500.00	-2,450.00	-315.00	0.00	-50.00	98.0%
170 34570 PERPETUAL CARE	-50,000.00	-50,000.00	-56,467.75	-3,525.13	0.00	6,467.75	112.9%
170 34580 SALE OF LOTS	-80,000.00	-80,000.00	-110,747.11	-6,546.79	0.00	30,747.11	138.4%
170 36110 INTEREST	-13,000.00	-13,000.00	-4,450.50	-203.03	0.00	-8,549.50	34.2%
170 36120 UNREALIZED GAIN	0.00	0.00	-9,755.80	-2,370.55	0.00	9,755.80	100.0%
170 36992 GAIN ON SALE OF ASSET	0.00	0.00	-5,250.00	0.00	0.00	5,250.00	100.0%
170 38910 CASH BALANCE FORWARD	-160,219.00	-160,219.00	0.00	0.00	0.00	-160,219.00	.0%
170 38913 CASH BAL FOR RESTD CEMET	-1,179,842.00	-1,179,842.00	0.00	0.00	0.00	-1,179,842.00	.0%
170 53200 AUDITING	2,457.00	2,457.00	1,432.00	205.00	0.00	1,025.00	58.3%
170 53400 CONTRACTUAL	131,530.00	131,530.00	71,086.45	19,262.35	0.00	60,443.55	54.0%
170 54300 UTILITIES ELECTRIC	3,800.00	3,800.00	426.08	99.58	0.00	3,373.92	11.2%
170 54310 UTILITIES-WATER & WASTEWATER	1,000.00	1,000.00	75.05	12.48	0.00	924.95	7.5%
170 54500 INSURANCE	1,546.00	1,546.00	896.00	130.00	0.00	650.00	58.0%
170 54610 R/M BLDG & GROUNDS	5,000.00	5,000.00	320.95	0.00	0.00	4,679.05	6.4%
170 54611 R/M FACILITIES	3,500.00	3,500.00	8.09	0.00	0.00	3,491.91	.2%
170 59990 RESERVE	115,286.00	115,286.00	0.00	0.00	0.00	115,286.00	.0%
170 59997 RESERVE REST'D FOR CEMETERY	1,225,342.00	1,225,342.00	0.00	0.00	0.00	1,225,342.00	.0%
TOTAL CEMETERY	0.00	0.00	-118,581.54	6,208.91	0.00	118,581.54	100.0%
TOTAL REVENUES	-1,489,461.00	-1,489,461.00	-192,826.16	-13,500.50	0.00	-1,296,634.84	
TOTAL EXPENSES	1,489,461.00	1,489,461.00	74,244.62	19,709.41	0.00	1,415,216.38	

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL						
0.00	0.00	-118,581.54	6,208.91	0.00	118,581.54	100.0%

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

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
180 COMM DEVELOP AREA							
180 31110 PROPERTY TAXES	-61,449.00	-61,449.00	0.00	0.00	0.00	-61,449.00	.0%
180 31117 PROPERTY TAXES-COUNTY	-81,857.00	-81,857.00	0.00	0.00	0.00	-81,857.00	.0%
180 36110 INTEREST	-500.00	-500.00	-5,271.44	-655.75	0.00	4,771.44	1054.3%
180 38910 CASH BALANCE FORWARD	-1,138,460.00	-1,138,460.00	0.00	0.00	0.00	-1,138,460.00	.0%
180 53100 PROFESSIONAL SERVICES	0.00	24,500.00	4,400.00	0.00	0.00	20,100.00	18.0%
180 53400 CONTRACTUAL	0.00	0.00	34,346.96	0.00	0.00	-34,346.96	100.0%
180 55400 BOOKS/SUBS/DUES	0.00	895.00	870.00	0.00	0.00	25.00	97.2%
180 56300 21026 IMPROVEMENTS	1,008,910.00	1,008,510.00	189,763.25	1,370.00	53,204.89	765,541.86	24.1%
180 57100 PRINCIPAL	49,267.00	49,267.00	0.00	0.00	0.00	49,267.00	.0%
180 57200 INTEREST	21,271.00	21,271.00	10,429.70	0.00	0.00	10,841.30	49.0%
180 59990 RESERVE	202,818.00	177,823.00	0.00	0.00	0.00	177,823.00	.0%
TOTAL COMM DEVELOP AREA	0.00	0.00	234,538.47	714.25	53,204.89	-287,743.36	100.0%
TOTAL REVENUES	-1,282,266.00	-1,282,266.00	-5,271.44	-655.75	0.00	-1,276,994.56	
TOTAL EXPENSES	1,282,266.00	1,282,266.00	239,809.91	1,370.00	53,204.89	989,251.20	
GRAND TOTAL	0.00	0.00	234,538.47	714.25	53,204.89	-287,743.36	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
190 LAW ENFORCE RECOVERY							
190 34210 FEDERAL LAW ENFORCEMENT SUPP	-227,402.00	-227,402.00	-129,002.81	-19,679.81	0.00	-98,399.19	56.7%
190 36110 INTEREST	0.00	0.00	-1,018.61	-155.31	0.00	1,018.61	100.0%
190 36992 GAIN ON SALE OF ASSET	0.00	0.00	-4,150.00	0.00	0.00	4,150.00	100.0%
190 38910 CASH BALANCE FORWARD	-151,287.00	-151,287.00	0.00	0.00	0.00	-151,287.00	.0%
190 53400 CONTRACTUAL	3,000.00	3,000.00	1,164.63	202.13	0.00	1,835.37	38.8%
190 54000 TRAINING/TRAVEL	6,000.00	6,000.00	2,267.38	2,267.38	0.00	3,732.62	37.8%
190 54921 UNDERCOVER	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	.0%
190 55200 OPERATING SUPPLIES	16,402.00	16,402.00	3,892.38	0.00	0.00	12,509.62	23.7%
190 56400 MACH/EQUIP	234,433.00	234,433.00	26,153.62	15,173.50	140,077.30	68,202.08	70.9%
190 59990 RESERVE	114,854.00	114,854.00	0.00	0.00	0.00	114,854.00	.0%
TOTAL LAW ENFORCE RECOVERY	0.00	0.00	-100,693.41	-2,192.11	140,077.30	-39,383.89	100.0%
TOTAL REVENUES	-378,689.00	-378,689.00	-134,171.42	-19,835.12	0.00	-244,517.58	
TOTAL EXPENSES	378,689.00	378,689.00	33,478.01	17,643.01	140,077.30	205,133.69	
GRAND TOTAL	0.00	0.00	-100,693.41	-2,192.11	140,077.30	-39,383.89	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

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

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
230 UTILITY DEBT SERVICE								
230 36110	INTEREST	-5,800.00	-5,800.00	-4,970.69	-899.38	0.00	-829.31	85.7%
230 38140	FROM WW IMPACT FEES	-500,000.00	-500,000.00	-291,665.00	-41,667.00	0.00	-208,335.00	58.3%
230 38141	FROM WATER IMPACT FEES	-25,000.00	-25,000.00	-14,585.00	-2,083.00	0.00	-10,415.00	58.3%
230 38145	FROM WASTEWATER	-236,598.00	-236,598.00	-138,013.00	-19,717.00	0.00	-98,585.00	58.3%
230 38146	FROM WATER	-1,991,895.00	-1,991,895.00	-1,161,940.00	-165,991.00	0.00	-829,955.00	58.3%
230 38910	CASH BALANCE FORWARD	-300,865.00	-300,865.00	0.00	0.00	0.00	-300,865.00	.0%
230 57100	PRINCIPAL	1,803,000.00	1,803,000.00	0.00	0.00	0.00	1,803,000.00	.0%
230 57200	INTEREST	950,493.00	950,493.00	475,246.45	0.00	0.00	475,246.55	50.0%
230 59990	RESERVE	306,665.00	306,665.00	0.00	0.00	0.00	306,665.00	.0%
TOTAL UTILITY DEBT SERVICE		0.00	0.00	-1,135,927.24	-230,357.38	0.00	1,135,927.24	100.0%
	TOTAL REVENUES	-3,060,158.00	-3,060,158.00	-1,611,173.69	-230,357.38	0.00	-1,448,984.31	
	TOTAL EXPENSES	3,060,158.00	3,060,158.00	475,246.45	0.00	0.00	2,584,911.55	
	GRAND TOTAL	0.00	0.00	-1,135,927.24	-230,357.38	0.00	1,135,927.24	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
300 CAPITAL IMPROVEMENT							
300 33400 STATE GRANT	-912,800.00	-1,912,800.00	0.00	0.00	0.00	-1,912,800.00	.0%
300 33544 8TH CENT GAS TAX	-81,029.00	-81,029.00	-46,751.43	-6,678.77	0.00	-34,277.57	57.7%
300 33710 COUNTY GRANT	-108,574.00	-108,574.00	0.00	0.00	0.00	-108,574.00	.0%
300 36110 INTEREST	-8,000.00	-8,000.00	-11,250.80	-1,562.82	0.00	3,250.80	140.6%
300 36990 OTHER REVENUE	-154,625.00	-154,625.00	0.00	0.00	0.00	-154,625.00	.0%
300 38101 FROM GENERAL FUND	-4,009,603.00	-3,911,803.00	-2,241,133.00	-334,134.00	0.00	-1,670,670.00	57.3%
300 38910 CASH BALANCE FORWARD	-1,130,741.00	-1,130,741.00	0.00	0.00	0.00	-1,130,741.00	.0%
TOTAL CAPITAL IMPROVEMENT	-6,405,372.00	-7,307,572.00	-2,299,135.23	-342,375.59	0.00	-5,008,436.77	31.5%
TOTAL REVENUES	-6,405,372.00	-7,307,572.00	-2,299,135.23	-342,375.59	0.00	-5,008,436.77	
GRAND TOTAL	-6,405,372.00	-7,307,572.00	-2,299,135.23	-342,375.59	0.00	-5,008,436.77	31.5%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3001000 GENERAL GOVERNMENT							
3001000 56200 BUILDING	200,000.00	7,131.00	0.00	0.00	0.00	7,131.00	.0%
3001000 56200 22006 BUILDING	6,185.00	6,185.00	6,184.73	0.00	0.00	0.27	100.0%
3001000 56200 23010 BUILDING	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
3001000 56200 23056 BUILDING	0.00	167,869.00	0.00	0.00	167,869.00	0.00	100.0%
3001000 56300 IMPROVEMENTS	300,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
3001000 56300 23050 IMPROVEMENTS	0.00	200,000.00	26,250.00	26,250.00	43,750.00	130,000.00	35.0%
3001000 56300 23057 IMPROVEMENTS	0.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
3001000 56410 22018 SOFTWARE	166,000.00	166,000.00	39,451.04	4,440.00	78,459.96	48,089.00	71.0%
3001000 57100 PRINCIPAL	132,452.00	132,452.00	132,452.51	62,367.22	0.00	-0.51	100.0%
3001000 57200 INTEREST	16,664.00	16,664.00	16,663.45	3,646.52	0.00	0.55	100.0%
3001000 59990 RESERVE	1,676.00	1,676.00	0.00	0.00	0.00	1,676.00	.0%
TOTAL GENERAL GOVERNMENT	1,022,977.00	1,022,977.00	221,001.73	96,703.74	290,078.96	511,896.31	50.0%
TOTAL EXPENSES	1,022,977.00	1,022,977.00	221,001.73	96,703.74	290,078.96	511,896.31	
3001310 CAP IMP IT							
3001310 56400 EQUIPMENT	125,000.00	125,000.00	8,066.07	42.50	79,377.68	37,556.25	70.0%
TOTAL CAP IMP IT	125,000.00	125,000.00	8,066.07	42.50	79,377.68	37,556.25	70.0%
TOTAL EXPENSES	125,000.00	125,000.00	8,066.07	42.50	79,377.68	37,556.25	
3002100 CAP IMP POLICE							
3002100 56300 IMPROVEMENTS							

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3002100 CAP IMP POLICE							
	30,000.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP IMP POLICE	30,000.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL EXPENSES	30,000.00	0.00	0.00	0.00	0.00	0.00	
3002200 CAP IMP FIRE							
3002200 56300 IMPROVEMENTS	135,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
3002200 56300 23047 IMPROVEMENTS	0.00	35,000.00	30,200.00	0.00	0.00	4,800.00	86.3%
3002200 56400 MACH/EQUIP	282,000.00	282,000.00	282,000.00	282,000.00	0.00	0.00	100.0%
TOTAL CAP IMP FIRE	417,000.00	417,000.00	312,200.00	282,000.00	0.00	104,800.00	74.9%
TOTAL EXPENSES	417,000.00	417,000.00	312,200.00	282,000.00	0.00	104,800.00	
3004100 CAP IMP STREETS							
3004100 56311 23006 SIDEWALKS-GENL/MISC	110,000.00	110,000.00	100,026.57	0.00	0.00	9,973.43	90.9%
3004100 56320 21026 STREET PAVING/RESURFACING-CAPI	0.00	75,644.00	55,610.46	0.00	11,363.08	8,670.46	88.5%
3004100 56320 22014 STREET PAVING/RESURFACING-CAPI	75,644.00	0.00	0.00	0.00	0.00	0.00	.0%
3004100 56320 23007 STREET PAVING/RESURFACING-CAPI	800,000.00	800,000.00	735,000.00	189,906.48	0.00	65,000.00	91.9%
3004100 56500 20022 INFRASTRUCTURE	155,000.00	155,000.00	38,347.64	282.70	35,781.00	80,871.36	47.8%
TOTAL CAP IMP STREETS	1,140,644.00	1,140,644.00	928,984.67	190,189.18	47,144.08	164,515.25	85.6%
TOTAL EXPENSES	1,140,644.00	1,140,644.00	928,984.67	190,189.18	47,144.08	164,515.25	
3007200 CAP IMP REC							
3007200 56300 IMPROVEMENTS	625,000.00	437,221.00	0.00	0.00	0.00	437,221.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

3007200 CAP IMP REC	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007200 56300 22017	IMPROVEMENTS						
	0.00	164,979.00	164,978.30	164,978.30	0.00	0.70	100.0%
3007200 56300 23036	IMPROVEMENTS						
	0.00	30,303.00	0.00	0.00	0.00	30,303.00	.0%
3007200 56300 23037	IMPROVEMENTS						
	0.00	126,263.00	0.00	0.00	0.00	126,263.00	.0%
3007200 56300 23038	IMPROVEMENTS						
	0.00	186,869.00	0.00	0.00	0.00	186,869.00	.0%
3007200 56300 23039	IMPROVEMENTS						
	0.00	404,040.00	0.00	0.00	0.00	404,040.00	.0%
3007200 56300 23040	IMPROVEMENTS						
	0.00	252,525.00	0.00	0.00	0.00	252,525.00	.0%
3007200 56327	BEACH MONITORING/REPORTING						
	55,000.00	55,000.00	0.00	0.00	0.00	55,000.00	.0%
3007200 56331 22029	BEACH RENOUR / ENGINEERING						
	45,000.00	45,000.00	35,000.00	0.00	0.00	10,000.00	77.8%
3007200 56333 20041	HABITAT CONSERVATION PLAN						
	179,501.00	179,501.00	0.00	0.00	0.00	179,501.00	.0%
TOTAL CAP IMP REC							
	904,501.00	1,881,701.00	199,978.30	164,978.30	0.00	1,681,722.70	10.6%
TOTAL EXPENSES							
	904,501.00	1,881,701.00	199,978.30	164,978.30	0.00	1,681,722.70	
3007210 PARKS IMPROVEMENTS							
3007210 56300	IMPROVEMENTS						
	330,000.00	285,000.00	0.00	0.00	0.00	285,000.00	.0%
3007210 56300 22037	IMPROVEMENTS						
	0.00	0.00	5,259.66	0.00	0.00	-5,259.66	100.0%
3007210 56300 23008	IMPROVEMENTS						
	300,000.00	300,000.00	13,900.00	0.00	1,850.00	284,250.00	5.3%
3007210 56300 23011	IMPROVEMENTS						
	40,000.00	60,000.00	43,484.94	0.00	0.00	16,515.06	72.5%
3007210 56300 23012	IMPROVEMENTS						
	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
3007210 56300 23013	IMPROVEMENTS						
	300,000.00	300,000.00	10,860.00	0.00	3,490.00	285,650.00	4.8%
3007210 56300 23027	IMPROVEMENTS						
	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	.0%
TOTAL PARKS IMPROVEMENTS							
	1,055,000.00	1,030,000.00	73,504.60	0.00	5,340.00	951,155.40	7.7%
TOTAL EXPENSES							
	1,055,000.00	1,030,000.00	73,504.60	0.00	5,340.00	951,155.40	

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

3007220 CAP IMP PECK	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3007220 CAP IMP PECK							
3007220 56300 21022 IMPROVEMENTS	1,565,250.00	1,565,250.00	784,994.64	195,903.00	0.00	780,255.36	50.2%
TOTAL CAP IMP PECK	1,565,250.00	1,565,250.00	784,994.64	195,903.00	0.00	780,255.36	50.2%
TOTAL EXPENSES	1,565,250.00	1,565,250.00	784,994.64	195,903.00	0.00	780,255.36	
3007225 MLK CENTER							
3007225 56300 IMPROVEMENTS	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	.0%
TOTAL MLK CENTER	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	.0%
TOTAL EXPENSES	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	
3007400 CAP IMP AQUATICS							
3007400 56300 IMPROVEMENTS	20,000.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL CAP IMP AQUATICS	20,000.00	0.00	0.00	0.00	0.00	0.00	.0%
TOTAL EXPENSES	20,000.00	0.00	0.00	0.00	0.00	0.00	
GRAND TOTAL	6,405,372.00	7,307,572.00	2,528,730.01	929,816.72	421,940.72	4,356,901.27	40.4%

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Revenues	($2,299,135)
Expenses	$2,528,730
Net	$ 229,595

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
310 CAPITAL EXPANSION							
310 33400 STATE GRANT	0.00	0.00	-71.13	0.00	0.00	71.13	100.0%
310 33440 OTHER GRANT	-60,000.00	-60,000.00	0.00	0.00	0.00	-60,000.00	.0%
310 36110 INTEREST	-25,000.00	-25,000.00	-41,628.28	-6,288.95	0.00	16,628.28	166.5%
TOTAL CAPITAL EXPANSION	-85,000.00	-85,000.00	-41,699.41	-6,288.95	0.00	-43,300.59	49.1%
TOTAL REVENUES	-85,000.00	-85,000.00	-41,699.41	-6,288.95	0.00	-43,300.59	
3101000 CAP EXP ADMIN							
3101000 32410 IMPACT FEES ADMIN	-100,000.00	-100,000.00	-98,874.91	-10,083.13	0.00	-1,125.09	98.9%
3101000 38910 CASH BALANCE FORWARD	-1,331,510.00	-1,331,510.00	0.00	0.00	0.00	-1,331,510.00	.0%
TOTAL CAP EXP ADMIN	-1,431,510.00	-1,431,510.00	-98,874.91	-10,083.13	0.00	-1,332,635.09	6.9%
TOTAL REVENUES	-1,431,510.00	-1,431,510.00	-98,874.91	-10,083.13	0.00	-1,332,635.09	
3102100 CAP EXP POLICE							
3102100 32421 IMPACT FEES POLICE	-60,000.00	-60,000.00	-80,349.84	-8,193.96	0.00	20,349.84	133.9%
3102100 38910 CASH BALANCE FORWARD	-409,934.00	-409,934.00	0.00	0.00	0.00	-409,934.00	.0%
TOTAL CAP EXP POLICE	-469,934.00	-469,934.00	-80,349.84	-8,193.96	0.00	-389,584.16	17.1%
TOTAL REVENUES	-469,934.00	-469,934.00	-80,349.84	-8,193.96	0.00	-389,584.16	
3102200 CAP EXP FIRE							
3102200 32422 IMPACT FEES FIRE							

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3102200 CAP EXP FIRE							
	-80,000.00	-80,000.00	-58,923.21	-6,008.89	0.00	-21,076.79	73.7%
3102200 38910 CASH BALANCE FORWARD	-639,416.00	-639,416.00	0.00	0.00	0.00	-639,416.00	.0%
TOTAL CAP EXP FIRE	-719,416.00	-719,416.00	-58,923.21	-6,008.89	0.00	-660,492.79	8.2%
TOTAL REVENUES	-719,416.00	-719,416.00	-58,923.21	-6,008.89	0.00	-660,492.79	
3107200 CAP EXP RECREATION							
3107200 32470 IMPACT FEES RECREATION	-650,000.00	-650,000.00	-462,693.43	-65,665.49	0.00	-187,306.57	71.2%
3107200 38910 CASH BALANCE FORWARD	-3,144,450.00	-3,144,450.00	0.00	0.00	0.00	-3,144,450.00	.0%
TOTAL CAP EXP RECREATION	-3,794,450.00	-3,794,450.00	-462,693.43	-65,665.49	0.00	-3,331,756.57	12.2%
TOTAL REVENUES	-3,794,450.00	-3,794,450.00	-462,693.43	-65,665.49	0.00	-3,331,756.57	
GRAND TOTAL	-6,500,310.00	-6,500,310.00	-742,540.80	-96,240.42	0.00	-5,757,769.20	11.4%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3101000 CAP EXP ADMIN							
3101000 59990 RESERVE	1,437,545.00	1,437,545.00	0.00	0.00	0.00	1,437,545.00	.0%
TOTAL CAP EXP ADMIN	1,437,545.00	1,437,545.00	0.00	0.00	0.00	1,437,545.00	.0%
TOTAL EXPENSES	1,437,545.00	1,437,545.00	0.00	0.00	0.00	1,437,545.00	
3102100 CAP EXP POLICE							
3102100 56400 MACH/EQUIP	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
3102100 59990 RESERVE	461,747.00	461,747.00	0.00	0.00	0.00	461,747.00	.0%
TOTAL CAP EXP POLICE	471,747.00	471,747.00	0.00	0.00	0.00	471,747.00	.0%
TOTAL EXPENSES	471,747.00	471,747.00	0.00	0.00	0.00	471,747.00	
3102200 CAP EXP FIRE							
3102200 56200 19051 BUILDING	375,000.00	375,000.00	288,607.79	14,250.00	21,940.06	64,452.15	82.8%
3102200 59990 RESERVE	347,314.00	347,314.00	0.00	0.00	0.00	347,314.00	.0%
TOTAL CAP EXP FIRE	722,314.00	722,314.00	288,607.79	14,250.00	21,940.06	411,766.15	43.0%
TOTAL EXPENSES	722,314.00	722,314.00	288,607.79	14,250.00	21,940.06	411,766.15	
3107200 CAP EXP RECREATION							
3107200 56300 IMPROVEMENTS	120,000.00	0.00	0.00	0.00	0.00	0.00	.0%

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3107200 CAP EXP RECREATION	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
3107200 56300 23042	IMPROVEMENTS						
	0.00	120,000.00	12,100.00	12,100.00	600.00	107,300.00	10.6%
3107200 59990	RESERVE						
	3,748,704.00	3,748,704.00	0.00	0.00	0.00	3,748,704.00	.0%
TOTAL CAP EXP RECREATION							
	3,868,704.00	3,868,704.00	12,100.00	12,100.00	600.00	3,856,004.00	.3%
	TOTAL EXPENSES						
	3,868,704.00	3,868,704.00	12,100.00	12,100.00	600.00	3,856,004.00	
	GRAND TOTAL						
	6,500,310.00	6,500,310.00	300,707.79	26,350.00	22,540.06	6,177,062.15	5.0%

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

CAPITAL EXPANSION FUND

PRELIMINARY April

	FY21-22 BALANCE FORWARD	FY22-23 REVENUE	FY22-23 INTEREST	FY22-23 EXPENSES	FY22-23 BALANCE FORWARD
POLICE	459,281.70	80,349.84	3,203.16	-	542,834.70
FIRE	594,525.90	58,923.21	4,146.40	288,607.79	368,987.72
SANITATION	-	-	-	-	-
RECREATION/PARKS	3,507,430.61	462,764.56	24,461.83	12,100.00	3,982,557.00
ADMINISTRATION	1,407,582.64	98,874.91	9,816.89	-	1,516,274.44
	5,968,820.85	700,912.52	41,628.28	300,707.79	6,410,653.86

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
315 OTHER CAPITAL IMPROVEMENTS							
315 36110 INTEREST	-5,000.00	-5,000.00	-22,293.97	-2,781.43	0.00	17,293.97	445.9%
315 38910 CASH BALANCE FORWARD	-3,965,299.00	-3,965,299.00	0.00	0.00	0.00	-3,965,299.00	.0%
TOTAL OTHER CAPITAL IMPROVEMENTS	-3,970,299.00	-3,970,299.00	-22,293.97	-2,781.43	0.00	-3,948,005.03	.6%
TOTAL REVENUES	-3,970,299.00	-3,970,299.00	-22,293.97	-2,781.43	0.00	-3,948,005.03	
3151000 OTHER CAPITAL IMPROVEMENTS							
3151000 56300 IMPROVEMENTS	3,223,285.00	938,981.00	0.00	0.00	0.00	938,981.00	.0%
3151000 56300 18002 IMPROVEMENTS	0.00	734,305.00	0.00	0.00	0.00	734,305.00	.0%
3151000 56300 20022 IMPROVEMENTS	0.00	200,000.00	200,000.00	0.00	0.00	0.00	100.0%
3151000 56300 21026 IMPROVEMENTS	747,014.00	747,014.00	649,785.59	0.00	108,454.93	-11,226.52	101.5%
3151000 56300 23043 IMPROVEMENTS	0.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
3151000 56300 23044 IMPROVEMENTS	0.00	400,000.00	0.00	0.00	0.00	400,000.00	.0%
3151000 56300 23045 IMPROVEMENTS	0.00	350,000.00	0.00	0.00	0.00	350,000.00	.0%
3151000 56300 23046 IMPROVEMENTS	0.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%
3151000 56300 23051 IMPROVEMENTS	0.00	175,000.00	0.00	0.00	15,350.00	159,650.00	8.8%
3151000 56300 23052 IMPROVEMENTS	0.00	174,999.00	0.00	0.00	15,350.00	159,649.00	8.8%
TOTAL OTHER CAPITAL IMPROVEMENTS	3,970,299.00	3,970,299.00	849,785.59	0.00	139,154.93	2,981,358.48	24.9%
TOTAL EXPENSES	3,970,299.00	3,970,299.00	849,785.59	0.00	139,154.93	2,981,358.48	
GRAND TOTAL	0.00	0.00	827,491.62	-2,781.43	139,154.93	-966,646.55	100.0%

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City of Fernandina Beach
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
330 WASTEWATER IMPROVEMENT							
330 36110 INTEREST	-44,200.00	-44,200.00	-59,908.38	-10,706.17	0.00	15,708.38	135.5%
330 36120 UNREALIZED GAIN	0.00	0.00	-2,180.84	-1,169.09	0.00	2,180.84	100.0%
330 38145 FROM WASTEWATER	-500,000.00	-500,000.00	-291,665.00	-41,667.00	0.00	-208,335.00	58.3%
330 38910 CASH BALANCE FORWARD	-9,190,066.00	-9,190,066.00	0.00	0.00	0.00	-9,190,066.00	.0%
330 56300 22012 IMPROVEMENTS	54,950.00	54,950.00	105,934.44	22,540.50	0.00	-50,984.44	192.8%
330 56300 23005 IMPROVEMENTS	400,000.00	400,000.00	0.00	0.00	0.00	400,000.00	.0%
330 59990 RESERVE	9,279,316.00	9,279,316.00	0.00	0.00	0.00	9,279,316.00	.0%
TOTAL WASTEWATER IMPROVEMENT	0.00	0.00	-247,819.78	-31,001.76	0.00	247,819.78	100.0%
TOTAL REVENUES	-9,734,266.00	-9,734,266.00	-353,754.22	-53,542.26	0.00	-9,380,511.78	
TOTAL EXPENSES	9,734,266.00	9,734,266.00	105,934.44	22,540.50	0.00	9,628,331.56	
GRAND TOTAL	0.00	0.00	-247,819.78	-31,001.76	0.00	247,819.78	100.0%

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City of Fernandina Beach
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		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 GOLF								
410 34710	GREEN FEES	-590,000.00	-590,000.00	-409,744.75	-63,688.61	0.00	-180,255.25	69.4%
410 34713	GOLF CARTS	-370,000.00	-370,000.00	-215,779.59	-36,729.83	0.00	-154,220.41	58.3%
410 34714	RANGE FEES	-72,000.00	-72,000.00	-46,103.19	-8,752.46	0.00	-25,896.81	64.0%
410 34718	FACILITY RENTAL	-33,730.00	-33,730.00	-36,394.36	0.00	0.00	2,664.36	107.9%
410 34733	MEMBERSHIPS	-220,000.00	-220,000.00	-181,804.00	-5,850.00	0.00	-38,196.00	82.6%
410 36110	INTEREST	0.00	[illegible]	-324.52	-78.37	0.00	324.52	100.0%
410 36990	OTHER REVENUE	0.00	0.00	-154.62	13.00	0.00	154.62	100.0%
410 36992	GAIN ON SALE OF ASSET	0.00	0.00	-11,955.00	0.00	0.00	11,955.00	100.0%
410 38101	FROM GENERAL FUND	-135,000.00	-135,000.00	-78,750.00	-11,250.00	0.00	-56,250.00	58.3%
410 38145	FROM WASTEWATER	-1,360,208.00	-1,360,208.00	-1,360,208.00	0.00	0.00	0.00	100.0%
410 38910	CASH BALANCE FORWARD	1,417,385.00	1,417,385.00	0.00	0.00	0.00	1,417,385.00	.0%
410 51200	SALARIES	376,129.00	376,129.00	190,604.11	23,456.95	0.00	185,524.89	50.7%
410 51300	SEASONAL/TEMPORARY	0.00	0.00	505.50	505.50	0.00	-505.50	100.0%
410 51350	PART-TIME	211,002.00	211,002.00	139,066.72	22,002.87	0.00	71,935.28	65.9%
410 51400	OVERTIME	10,000.00	10,000.00	10,032.13	1,785.88	0.00	-32.13	100.3%
410 52100	FICA	44,871.00	44,871.00	25,824.38	3,638.99	0.00	19,046.62	57.6%
410 52200	RETIREMENT	72,650.00	72,650.00	42,242.11	5,522.09	0.00	30,407.89	58.1%
410 52300	HEALTH INSUR	33,717.00	33,717.00	20,358.08	2,156.31	0.00	13,358.92	60.4%
410 52301	LIFE INSUR	1,698.00	1,698.00	719.89	85.93	0.00	978.11	42.4%
410 52350	OPEB COSTS	794.00	794.00	464.00	66.00	0.00	330.00	58.4%

LY $166,238.66

City of Fernandina Beach
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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 52400	WORKERS' COMP						
	4,969.00	4,969.00	2,899.00	414.00	0.00	2,070.00	58.3%
410 53100	PROFESSIONAL SERVICES						
	2,000.00	2,000.00	672.10	0.00	0.00	1,327.90	33.6%
410 53200	AUDITING						
	7,371.00	7,371.00	4,301.00	614.00	0.00	3,070.00	58.4%
410 53400	CONTRACTUAL						
	15,530.00	15,530.00	9,012.15	557.56	0.00	6,517.85	58.0%
410 54000	TRAINING/TRAVEL						
	1,160.00	1,160.00	290.16	56.49	0.00	869.84	25.0%
410 54100	COMM - PHONE/FAX/ALARM						
	2,340.00	2,340.00	433.83	72.42	0.00	1,906.17	18.5%
410 54101	COMMUNICATIONS-CELLULAR						
	600.00	600.00	230.66	0.00	0.00	369.34	38.4%
410 54103	COMMUNICATIONS-INTERNET						
	5,835.00	5,835.00	2,188.74	173.60	0.00	3,646.26	37.5%
410 54200	POSTAGE						
	100.00	100.00	0.00	0.00	0.00	100.00	.0%
410 54300	UTILITIES ELECTRIC						
	60,000.00	55,800.00	32,193.17	6,710.96	0.00	23,606.83	57.7%
410 54310	UTILITIES-WATER & WASTEWATER						
	10,200.00	10,200.00	6,734.87	12.32	0.00	3,465.13	66.0%
410 54500	INSURANCE						
	31,251.00	31,251.00	18,231.00	2,604.00	0.00	13,020.00	58.3%
410 54610	R/M BLDG & GROUNDS						
	10,000.00	10,000.00	1,800.00	0.00	0.00	8,200.00	18.0%
410 54611	R/M FACILITIES						
	15,000.00	36,574.00	11,928.31	513.88	10,842.38	13,803.31	62.3%
410 54620	R/M EQUIPMENT						
	60,000.00	48,200.00	9,376.73	969.00	0.00	38,823.27	19.5%
410 54630	R/M VEHICLES-LABOR						
	500.00	1,000.00	1,110.00	375.00	0.00	-110.00	111.0%
410 54640	R/M VEHICLES-PARTS						
	500.00	500.00	1,079.71	667.26	0.00	-579.71	215.9%
410 54800	PROMOTIONAL						
	13,400.00	13,400.00	10,523.70	352.00	0.00	2,876.30	78.5%
410 55100	OFFICE SUPPLIES						
	1,000.00	1,000.00	834.69	137.95	0.00	165.31	83.5%
410 55200	OPERATING SUPPLIES						
	175,029.00	173,904.00	132,624.30	29,226.91	0.00	41,279.70	76.3%
410 55210	UNIFORMS						
	3,000.00	3,000.00	1,850.00	450.00	0.00	1,150.00	61.7%
410 55220	JANITORIAL SUPPLIES						
	500.00	840.00	538.88	0.00	0.00	301.12	64.2%

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
410 55230	GAS/OIL						
	50,000.00	50,000.00	18,613.14	2,860.74	0.00	31,386.86	37.2%
410 55400	BOOKS/SUBS/DUES						
	10,600.00	10,600.00	405.00	0.00	0.00	10,195.00	3.8%
410 56300	IMPROVEMENTS						
	100,000.00	0.00	0.00	0.00	0.00	0.00	.0%
410 56300 23003	IMPROVEMENTS						
	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	.0%
410 56300 23004	IMPROVEMENTS						
	25,000.00	25,000.00	6,176.88	0.00	11,863.12	6,960.00	72.2%
410 56300 23053	IMPROVEMENTS						
	0.00	13,426.00	0.00	0.00	0.00	13,426.00	.0%
410 56300 23054	IMPROVEMENTS						
	0.00	65,000.00	0.00	0.00	65,000.00	0.00	100.0%
410 56400	MACH/EQUIP						
	60,000.00	63,000.00	57,576.13	0.00	4,348.13	1,075.74	98.3%
410 56401	EQUIP-NON CAPITAL						
	600.00	885.00	1,688.00	0.00	0.00	-803.00	190.7%
410 59990	RESERVE						
	31.00	31.00	0.00	0.00	0.00	31.00	.0%
TOTAL GOLF							
	88,824.00	75,824.00	-1,578,088.96	-20,347.66	92,053.63	1,561,859.33	-1959.8%
	TOTAL REVENUES						
	-1,363,553.00	-1,363,553.00	-2,341,218.03	-126,336.27	0.00	977,665.03	
	TOTAL EXPENSES						
	1,452,377.00	1,439,377.00	763,129.07	105,988.61	92,053.63	584,194.30	
4107260 GOLF TOPTRACER							
4107260 34716	TT FOOD & BEVERAGE						
	-20,000.00	-20,000.00	-8,363.63	-1,682.96	0.00	-11,636.37	41.8%
4107260 34717	BAY RENTALS						
	-100,000.00	-100,000.00	-36,675.00	-6,470.00	0.00	-63,325.00	36.7%
4107260 34790	TOPTRACER BAY SPONSORSHIP						
	-35,000.00	-35,000.00	-6,416.41	-916.63	0.00	-28,583.59	18.3%
4107260 51350	PART TIME SALARIES						
	70,980.00	62,645.00	29,164.45	4,228.95	0.00	33,480.55	46.6%
4107260 51400	OVERTIME						
	0.00	1,380.00	1,633.53	254.93	0.00	-253.53	118.4%
4107260 52100	FICA						
	5,430.00	5,430.00	2,356.01	343.01	0.00	3,073.99	43.4%

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4107260 GOLF TOPTRACER	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107260 52400	WORKERS' COMP						
	1,967.00	1,967.00	1,147.00	164.00	0.00	820.00	58.3%
4107260 54103	COMMUNICATIONS-INTERNET						
	3,500.00	7,700.00	4,696.06	0.00	0.00	3,003.94	61.0%
4107260 54400	RENTALS/LEASES						
	30,000.00	30,000.00	12,000.00	2,000.00	0.00	18,000.00	40.0%
4107260 54611	R/M FACILITIES						
	10,000.00	10,000.00	2,870.60	0.00	0.00	7,129.40	28.7%
4107260 54800	PROMOTIONAL						
	2,500.00	2,500.00	600.00	0.00	0.00	1,900.00	24.0%
4107260 55200	OPERATING SUPPLIES						
	7,500.00	6,120.00	3.88	0.00	0.00	6,116.12	.1%
4107260 55550	F&B COST OF SALES						
	8,000.00	8,000.00	1,953.95	439.85	0.00	6,046.05	24.4%
TOTAL GOLF TOPTRACER							
	-15,123.00	-19,258.00	4,970.44	-1,638.85	0.00	-24,228.44	-25.8%
TOTAL REVENUES							
	-155,000.00	-155,000.00	-51,455.04	-9,069.59	0.00	-103,544.96	
TOTAL EXPENSES							
	139,877.00	135,742.00	56,425.48	7,430.74	0.00	79,316.52	
4107261 GOLF PRO SHOP							
4107261 34715	PRO SHOP SALES						
	-100,000.00	-100,000.00	-63,613.85	-11,808.01	0.00	-36,386.15	63.6%
4107261 34719	GOLF INSTRUCTION						
	-30,000.00	-30,000.00	-11,852.95	-4,195.00	0.00	-18,147.05	39.5%
4107261 51200	SALARIES						
	0.00	4,575.00	4,571.55	0.00	0.00	3.45	99.9%
4107261 51350	PART TIME SALARIES						
	49,608.00	47,843.00	25,211.04	3,955.05	0.00	22,631.96	52.7%
4107261 51400	OVERTIME						
	0.00	1,765.00	2,061.70	299.48	0.00	-296.70	116.8%
4107261 52100	FICA						
	3,795.00	3,795.00	2,861.04	421.15	0.00	933.96	75.4%
4107261 52200	RETIREMENT						
	0.00	1,925.00	2,195.15	272.16	0.00	-270.15	114.0%
4107261 52300	HEALTH INSUR						
	0.00	1,800.00	1,891.36	94.16	0.00	-91.36	105.1%
4107261 52301	LIFE INSUR						
	0.00	35.00	42.39	7.88	0.00	-7.39	121.1%

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4107261 GOLF PRO SHOP	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107261 52400	WORKERS' COMP						
	1,563.00	1,563.00	913.00	130.00	0.00	650.00	58.4%
4107261 54970	PROGRAM COSTS						
	24,000.00	24,000.00	5,591.20	1,260.00	0.00	18,408.80	23.3%
4107261 55545	PRO SHOP COST OF SALES						
	60,000.00	60,000.00	37,512.69	8,993.44	0.00	22,487.31	62.5%
TOTAL GOLF PRO SHOP							
	8,966.00	17,301.00	7,384.32	-569.69	0.00	9,916.68	42.7%
TOTAL REVENUES							
	-130,000.00	-130,000.00	-75,466.80	-16,003.01	0.00	-54,533.20	
TOTAL EXPENSES							
	138,966.00	147,301.00	82,851.12	15,433.32	0.00	64,449.88	
4107262 GOLF FOOD & BEVERAGE							
4107262 34716	FOOD AND BEVERAGE						
	-445,000.00	-445,000.00	-220,949.76	-34,366.39	0.00	-224,050.24	49.7%
4107262 34718	FACILITY RENTAL						
	-20,000.00	-20,000.00	-5,788.45	-1,654.20	0.00	-14,211.55	28.9%
4107262 51200	SALARIES						
	61,634.00	61,634.00	33,341.23	4,741.08	0.00	28,292.77	54.1%
4107262 51350	PART TIME SALARIES						
	97,588.00	96,463.00	36,156.28	5,587.35	0.00	60,306.72	37.5%
4107262 51400	OVERTIME						
	0.00	1,125.00	1,419.36	298.58	0.00	-294.36	126.2%
4107262 52100	FICA						
	12,180.00	12,180.00	5,223.92	782.18	0.00	6,956.08	42.9%
4107262 52200	RETIREMENT						
	13,313.00	13,313.00	7,201.75	1,024.08	0.00	6,111.25	54.1%
4107262 52300	HEALTH INSUR						
	13,005.00	13,005.00	7,591.53	1,084.50	0.00	5,413.47	58.4%
4107262 52301	LIFE INSUR						
	508.00	508.00	136.00	19.84	0.00	372.00	26.8%
4107262 52400	WORKERS' COMP						
	2,430.00	2,430.00	1,415.00	203.00	0.00	1,015.00	58.2%
4107262 53400	CONTRACTUAL						
	4,285.00	4,285.00	2,539.37	475.32	0.00	1,745.63	59.3%
4107262 54400	RENTALS/LEASES						
	2,640.00	2,640.00	1,690.00	250.00	0.00	950.00	64.0%
4107262 54620	R/M EQUIPMENT						
	4,450.00	4,450.00	0.00	0.00	0.00	4,450.00	.0%

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YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

4107262 GOLF FOOD & BEVERAGE	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
4107262 55200	OPERATING SUPPLIES						
	10,000.00	18,800.00	17,595.14	3,729.09	0.00	1,204.86	93.6%
4107262 55210	UNIFORMS						
	300.00	300.00	0.00	0.00	0.00	300.00	.0%
4107262 55550	F&B COST OF SALES						
	160,000.00	160,000.00	79,627.63	12,853.89	0.00	80,372.37	49.8%
TOTAL GOLF FOOD & BEVERAGE							
	-82,667.00	-73,867.00	-32,801.00	-4,971.68	0.00	-41,066.00	44.4%
TOTAL REVENUES							
	-465,000.00	-465,000.00	-226,738.21	-36,020.59	0.00	-238,261.79	
TOTAL EXPENSES							
	382,333.00	391,133.00	193,937.21	31,048.91	0.00	197,195.79	
GRAND TOTAL							
	0.00	0.00	-1,598,535.20	-27,527.88	92,053.63	1,506,481.57	100.0%

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

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	410	34710	GREEN FEES	(590,000.00)	(409,744.75)	(63,688.61)	(180,255.25)
		34713	GOLF CARTS	(370,000.00)	(215,779.59)	(36,729.83)	(154,220.41)
		34714	RANGE FEES	(72,000.00)	(46,103.19)	(8,752.46)	(25,896.81)
		34718	FACILITY RENTAL	(33,730.00)	(36,394.36)	0.00	2,664.36
		34733	MEMBERSHIPS	(220,000.00)	(181,804.00)	(5,850.00)	(38,196.00)
		36110	INTEREST	0.00	(324.52)	(78.37)	324.52
		36990	OTHER REVENUE	0.00	(154.62)	13.00	154.62
		36992	GAIN ON SALE OF ASSET	0.00	(11,955.00)	0.00	11,955.00
		38101	FROM GENERAL FUND	(135,000.00)	(78,750.00)	(11,250.00)	(56,250.00)
		38145	FROM WASTEWATER	(1,360,208.00)	(1,360,208.00)	0.00	0.00
		51200	SALARIES	376,129.00	190,604.11	23,456.95	185,524.89
		51350	PART-TIME	211,002.00	139,066.72	22,002.87	71,935.28
		51400	OVERTIME	10,000.00	10,032.13	1,785.88	(32.13)
		52100	FICA	44,871.00	25,824.38	3,638.99	19,046.62
		52200	RETIREMENT	72,650.00	42,242.11	5,522.09	30,407.89
		52300	HEALTH INSUR	33,717.00	20,358.08	2,156.31	13,358.92
		52301	LIFE INSUR	1,698.00	719.89	85.93	978.11
		52350	OPEB COSTS	794.00	464.00	66.00	330.00
		52400	WORKERS' COMP	4,969.00	2,899.00	414.00	2,070.00
		53100	PROFESSIONAL SERVICES	2,000.00	672.10	0.00	1,327.90
		53200	AUDITING	7,371.00	4,301.00	614.00	3,070.00
		53400	CONTRACTUAL	15,530.00	9,012.15	557.56	6,517.85
		54000	TRAINING/TRAVEL	1,160.00	290.16	56.49	869.84
		54100	COMM - PHONE/FAX/ALARM	2,340.00	433.83	72.42	1,906.17
		54101	COMMUNICATIONS-CELLULAR	600.00	230.66	0.00	369.34
		54103	COMMUNICATIONS-INTERNET	5,835.00	2,188.74	173.60	3,646.26
		54200	POSTAGE	100.00	0.00	0.00	100.00
		54300	UTILITIES ELECTRIC	55,800.00	32,193.17	6,710.96	23,606.83
		54310	UTILITIES-WATER & WASTEWATER	10,200.00	6,734.87	12.32	3,465.13
		54500	INSURANCE	31,251.00	18,231.00	2,604.00	13,020.00
		54610	R/M BLDG & GROUNDS	10,000.00	1,800.00	0.00	8,200.00
		54611	R/M FACILITIES	36,574.00	11,928.31	513.88	13,803.31
		54620	R/M EQUIPMENT	48,200.00	9,376.73	969.00	38,823.27
		54630	R/M VEHICLES-LABOR	1,000.00	1,110.00	375.00	(110.00)
		54640	R/M VEHICLES-PARTS	500.00	1,079.71	667.26	(579.71)
		54800	PROMOTIONAL	13,400.00	10,523.70	352.00	2,876.30
		55100	OFFICE SUPPLIES	1,000.00	834.69	137.95	165.31
		55200	OPERATING SUPPLIES	173,904.00	132,624.30	29,226.91	41,279.70
		55210	UNIFORMS	3,000.00	1,850.00	450.00	1,150.00
		55220	JANITORIAL SUPPLIES	840.00	538.88	0.00	301.12
		55230	GAS/OIL	50,000.00	18,613.14	2,860.74	31,386.86
		55400	BOOKS/SUBS/DUES	10,600.00	405.00	0.00	10,195.00
		56300	IMPROVEMENTS	138,426.00	6,176.88	0.00	55,386.00
		56400	MACH/EQUIP	63,000.00	57,576.13	0.00	1,075.74
		56401	EQUIP-NON CAPITAL	885.00	1,688.00	0.00	(803.00)
		59990	RESERVE	31.00	0.00	0.00	31.00
	410 Total			**(1,341,561.00)**	**(1,578,594.46)**	**(20,853.16)**	**144,979.83**
	4107260	34716	TT FOOD & BEVERAGE	(20,000.00)	(8,363.63)	(1,682.96)	(11,636.37)
		34717	BAY RENTALS	(100,000.00)	(36,675.00)	(6,470.00)	(63,325.00)
		34790	TOPTRACER BAY SPONSORSHIP	(35,000.00)	(6,416.41)	(916.63)	(28,583.59)
		51350	PART TIME SALARIES	62,645.00	29,164.45	4,228.95	33,480.55
		51400	OVERTIME	1,380.00	1,633.53	254.93	(253.53)

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107260	52100	FICA	5,430.00	2,356.01	343.01	3,073.99
		52400	WORKERS' COMP	1,967.00	1,147.00	164.00	820.00
		54103	COMMUNICATIONS-INTERNET	7,700.00	4,696.06	0.00	3,003.94
		54400	RENTALS/LEASES	30,000.00	12,000.00	2,000.00	18,000.00
		54611	R/M FACILITIES	10,000.00	2,870.60	0.00	7,129.40
		54800	PROMOTIONAL	2,500.00	600.00	0.00	1,900.00
		55200	OPERATING SUPPLIES	6,120.00	3.88	0.00	6,116.12
		55550	F&B COST OF SALES	8,000.00	1,953.95	439.85	6,046.05
	4107260 Total			**(19,258.00)**	**4,970.44**	**(1,638.85)**	**(24,228.44)**
	4107261	34715	PRO SHOP SALES	(100,000.00)	(63,613.85)	(11,808.01)	(36,386.15)
		34719	GOLF INSTRUCTION	(30,000.00)	(11,852.95)	(4,195.00)	(18,147.05)
		51200	SALARIES	4,575.00	4,571.55	0.00	3.45
		51350	PART TIME SALARIES	47,843.00	25,211.04	3,955.05	22,631.96
		51400	OVERTIME	1,765.00	2,061.70	299.48	(296.70)
		52100	FICA	3,795.00	2,861.04	421.15	933.96
		52200	RETIREMENT	1,925.00	2,195.15	272.16	(270.15)
		52300	HEALTH INSUR	1,800.00	1,891.36	94.16	(91.36)
		52301	LIFE INSUR	35.00	42.39	7.88	(7.39)
		52400	WORKERS' COMP	1,563.00	913.00	130.00	650.00
		54970	PROGRAM COSTS	24,000.00	5,591.20	1,260.00	18,408.80
		55545	PRO SHOP COST OF SALES	60,000.00	37,512.69	8,993.44	22,487.31
	4107261 Total			**17,301.00**	**7,384.32**	**(569.69)**	**9,916.68**
	4107262	34716	FOOD AND BEVERAGE	(445,000.00)	(220,949.76)	(34,366.39)	(224,050.24)
		34718	FACILITY RENTAL	(20,000.00)	(5,788.45)	(1,654.20)	(14,211.55)
		51200	SALARIES	61,634.00	33,341.23	4,741.08	28,292.77
		51350	PART TIME SALARIES	96,463.00	36,156.28	5,587.35	60,306.72
		51400	OVERTIME	1,125.00	1,419.36	298.58	(294.36)
		52100	FICA	12,180.00	5,223.92	782.18	6,956.08
		52200	RETIREMENT	13,313.00	7,201.75	1,024.08	6,111.25
		52300	HEALTH INSUR	13,005.00	7,591.53	1,084.50	5,413.47
		52301	LIFE INSUR	508.00	136.00	19.84	372.00
		52400	WORKERS' COMP	2,430.00	1,415.00	203.00	1,015.00
		53400	CONTRACTUAL	4,285.00	2,539.37	475.32	1,745.63
		54400	RENTALS/LEASES	2,640.00	1,690.00	250.00	950.00
		54620	R/M EQUIPMENT	4,450.00	0.00	0.00	4,450.00
		55200	OPERATING SUPPLIES	18,800.00	17,595.14	3,729.09	1,204.86
		55210	UNIFORMS	300.00	0.00	0.00	300.00
		55550	F&B COST OF SALES	160,000.00	79,627.63	12,853.89	80,372.37
	4107262 Total			**(73,867.00)**	**(32,801.00)**	**(4,971.68)**	**(41,066.00)**
410 Total				(1,417,385.00)	(1,599,040.70)	(28,033.38)	89,602.07
Grand Total				**(1,417,385.00)**	**(1,599,040.70)**	**(28,033.38)**	**89,602.07**

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	410	34710	GREEN FEES	(590,000.00)	(409,744.75)	(63,688.61)	(180,255.25)
		34713	GOLF CARTS	(370,000.00)	(215,779.59)	(36,729.83)	(154,220.41)
		34714	RANGE FEES	(72,000.00)	(46,103.19)	(8,752.46)	(25,896.81)
		34718	FACILITY RENTAL	(33,730.00)	(36,394.36)	0.00	2,664.36
		34733	MEMBERSHIPS	(220,000.00)	(181,804.00)	(5,850.00)	(38,196.00)
		36990	OTHER REVENUE	0.00	(154.62)	13.00	154.62
		36992	GAIN ON SALE OF ASSET	0.00	(11,955.00)	0.00	11,955.00
		38101	FROM GENERAL FUND	(135,000.00)	(78,750.00)	(11,250.00)	(56,250.00)
		38145	FROM WASTEWATER	(1,360,208.00)	(1,360,208.00)	0.00	0.00
		51200	SALARIES	376,129.00	190,604.11	23,456.95	185,524.89
		51350	PART-TIME	211,002.00	139,066.72	22,002.87	71,935.28
		51400	OVERTIME	10,000.00	10,032.13	1,785.88	(32.13)
		52100	FICA	44,871.00	25,824.38	3,638.99	19,046.62
		52200	RETIREMENT	72,650.00	42,242.11	5,522.09	30,407.89
		52300	HEALTH INSUR	33,717.00	20,358.08	2,156.31	13,358.92
		52301	LIFE INSUR	1,698.00	719.89	85.93	978.11
		52350	OPEB COSTS	794.00	464.00	66.00	330.00
		52400	WORKERS' COMP	4,969.00	2,899.00	414.00	2,070.00
		53100	PROFESSIONAL SERVICES	2,000.00	672.10	0.00	1,327.90
		53200	AUDITING	7,371.00	4,301.00	614.00	3,070.00
		53400	CONTRACTUAL	15,530.00	9,012.15	557.56	6,517.85
		54000	TRAINING/TRAVEL	1,160.00	290.16	56.49	869.84
		54100	COMM - PHONE/FAX/ALARM	2,340.00	433.83	72.42	1,906.17
		54101	COMMUNICATIONS-CELLULAR	600.00	230.66	0.00	369.34
		54103	COMMUNICATIONS-INTERNET	5,835.00	2,188.74	173.60	3,646.26
		54200	POSTAGE	100.00	0.00	0.00	100.00
		54300	UTILITIES ELECTRIC	55,800.00	32,193.17	6,710.96	23,606.83
		54310	UTILITIES-WATER & WASTEWATER	10,200.00	6,734.87	12.32	3,465.13
		54500	INSURANCE	31,251.00	18,231.00	2,604.00	13,020.00
		54610	R/M BLDG & GROUNDS	10,000.00	1,800.00	0.00	8,200.00
		54611	R/M FACILITIES	36,574.00	11,928.31	513.88	13,803.31
		54620	R/M EQUIPMENT	48,200.00	9,376.73	969.00	38,823.27
		54630	R/M VEHICLES-LABOR	1,000.00	1,110.00	375.00	(110.00)
		54640	R/M VEHICLES-PARTS	500.00	1,079.71	667.26	(579.71)
		54800	PROMOTIONAL	13,400.00	10,523.70	352.00	2,876.30
		55100	OFFICE SUPPLIES	1,000.00	834.69	137.95	165.31
		55200	OPERATING SUPPLIES	173,904.00	132,624.30	29,226.91	41,279.70
		55210	UNIFORMS	3,000.00	1,850.00	450.00	1,150.00
		55220	JANITORIAL SUPPLIES	840.00	538.88	0.00	301.12
		55230	GAS/OIL	50,000.00	18,613.14	2,860.74	31,386.86
		55400	BOOKS/SUBS/DUES	10,600.00	405.00	0.00	10,195.00
		56300	IMPROVEMENTS	138,426.00	6,176.88	0.00	55,386.00
		56400	MACH/EQUIP	63,000.00	57,576.13	0.00	1,075.74
		56401	EQUIP-NON CAPITAL	885.00	1,688.00	0.00	(803.00)
	410 Total			**(1,341,592.00)**	**(1,578,269.94)**	**(20,774.79)**	**144,624.31**
410 Total				**(1,341,592.00)**	**(1,578,269.94)**	**(20,774.79)**	**144,624.31**
Grand Total				**(1,341,592.00)**	**(1,578,269.94)**	**(20,774.79)**	**144,624.31**

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107260	34716	TT FOOD & BEVERAGE	(20,000.00)	(8,363.63)	(1,682.96)	(11,636.37)
		34717	BAY RENTALS	(100,000.00)	(36,675.00)	(6,470.00)	(63,325.00)
		34790	TOPTRACER BAY SPONSORSHIP	(35,000.00)	(6,416.41)	(916.63)	(28,583.59)
		51350	PART TIME SALARIES	62,645.00	29,164.45	4,228.95	33,480.55
		51400	OVERTIME	1,380.00	1,633.53	254.93	(253.53)
		52100	FICA	5,430.00	2,356.01	343.01	3,073.99
		52400	WORKERS' COMP	1,967.00	1,147.00	164.00	820.00
		54103	COMMUNICATIONS-INTERNET	7,700.00	4,696.06	0.00	3,003.94
		54400	RENTALS/LEASES	30,000.00	12,000.00	2,000.00	18,000.00
		54611	R/M FACILITIES	10,000.00	2,870.60	0.00	7,129.40
		54800	PROMOTIONAL	2,500.00	600.00	0.00	1,900.00
		55200	OPERATING SUPPLIES	6,120.00	3.88	0.00	6,116.12
		55550	F&B COST OF SALES	8,000.00	1,953.95	439.85	6,046.05
	4107260 Total			**(19,258.00)**	**4,970.44**	**(1,638.85)**	**(24,228.44)**
410 Total				**(19,258.00)**	**4,970.44**	**(1,638.85)**	**(24,228.44)**
Grand Total				**(19,258.00)**	**4,970.44**	**(1,638.85)**	**(24,228.44)**

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Bay Rentals	100,000.00	36,675.00	6,470.00
Rental/ Leases	10,000.00	12,000.00	2,000.00
Gross Profit/(Loss)	90,000.00	24,675.00	4,470.00
Gross Profit %	0%	205.63%	223.50%
TT Food and Beverage	20,000.00	8,363.63	1,682.96
Food and Beverage Cost of Sales	8,000.00	1,953.95	439.85
Gross Profit/(Loss)	12,000.00	6,409.68	1,243.11
Gross Profit %	150.00%	328.04%	282.62%

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107261	34715	PRO SHOP SALES	(100,000.00)	(63,613.85)	(11,808.01)	(36,386.15)
		34719	GOLF INSTRUCTION	(30,000.00)	(11,852.95)	(4,195.00)	(18,147.05)
		51200	SALARIES	4,575.00	4,571.55	0.00	3.45
		51350	PART TIME SALARIES	47,843.00	25,211.04	3,955.05	22,631.96
		51400	OVERTIME	1,765.00	2,061.70	299.48	(296.70)
		52100	FICA	3,795.00	2,861.04	421.15	933.96
		52200	RETIREMENT	1,925.00	2,195.15	272.16	(270.15)
		52300	HEALTH INSUR	1,800.00	1,891.36	94.16	(91.36)
		52301	LIFE INSUR	35.00	42.39	7.88	(7.39)
		52400	WORKERS' COMP	1,563.00	913.00	130.00	650.00
		55545	PRO SHOP COST OF SALES	60,000.00	37,512.69	8,993.44	22,487.31
		54970	PROGRAM COSTS	24,000.00	5,591.20	1,260.00	18,408.80
	4107261 Total			**17,301.00**	**7,384.32**	**(569.69)**	**9,916.68**
410 Total				17,301.00	7,384.32	(569.69)	9,916.68
Grand Total				**17,301.00**	**7,384.32**	**(569.69)**	**9,916.68**

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Pro Shop Sales	130,000.00	75,466.80	16,003.01
Pro Shop Cost of Sales	123,301.00	82,851.12	14,173.32
Gross Profit/(Loss)	6,699.00	(7,384.32)	1,829.69
Gross Profit %	5.43%	-8.91%	12.91%

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

FUND	ORG	OBJ	ACCOUNT DESCRIPTION	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL	REMAINING BUDGET
410	4107262	34716	FOOD AND BEVERAGE	(445,000.00)	(220,949.76)	(34,366.39)	(224,050.24)
		34718	FACILITY RENTAL	(20,000.00)	(5,788.45)	(1,654.20)	(14,211.55)
		51200	SALARIES	61,634.00	33,341.23	4,741.08	28,292.77
		51350	PART TIME SALARIES	96,463.00	36,156.28	5,587.35	60,306.72
		51400	OVERTIME	1,125.00	1,419.36	298.58	(294.36)
		52100	FICA	12,180.00	5,223.92	782.18	6,956.08
		52200	RETIREMENT	13,313.00	7,201.75	1,024.08	6,111.25
		52300	HEALTH INSUR	13,005.00	7,591.53	1,084.50	5,413.47
		52301	LIFE INSUR	508.00	136.00	19.84	372.00
		52400	WORKERS' COMP	2,430.00	1,415.00	203.00	1,015.00
		53400	CONTRACTUAL	4,285.00	2,539.37	475.32	1,745.63
		54400	RENTALS/LEASES	2,640.00	1,690.00	250.00	950.00
		54620	R/M EQUIPMENT	4,450.00	0.00	0.00	4,450.00
		55200	OPERATING SUPPLIES	18,800.00	17,595.14	3,729.09	1,204.86
		55210	UNIFORMS	300.00	0.00	0.00	300.00
		55550	F&B COST OF SALES	160,000.00	79,627.63	12,853.89	80,372.37
	4107262 Total			**(73,867.00)**	**(32,801.00)**	**(4,971.68)**	**(41,066.00)**
410 Total				(73,867.00)	(32,801.00)	(4,971.68)	(41,066.00)
Grand Total				**(73,867.00)**	**(32,801.00)**	**(4,971.68)**	**(41,066.00)**

	TOTAL REVISED BUDGET	TOTAL YTD ACTUAL	TOTAL MTD ACTUAL
Food and Beverage	465,000.00	226,738.21	36,020.59
Cost of Food and Bevrage	391,133.00	193,937.21	31,048.91
Gross Profit/(Loss)	73,867.00	32,801.00	4,971.68
Gross Profit %	18.89%	16.91%	16.01%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 AIRPORT								
420 33220	FAA GRANT	-1,590,741.00	-1,590,741.00	-1,194,557.40	0.00	0.00	-396,183.60	75.1%
420 33323	FDOT GRANT	-729,584.00	-729,584.00	-581,497.62	-11,400.00	0.00	-148,086.38	79.7%
420 34704	RENTALS NON-TAXABLE	0.00	0.00	-1,280.00	-70.00	0.00	1,280.00	100.0%
420 34720	RENTALS	0.00	0.00	-2,245.40	-795.00	0.00	2,245.40	100.0%
420 34970	FUEL FLOW FEES	-28,000.00	-28,000.00	-22,151.92	-5,653.44	0.00	-5,848.08	79.1%
420 34971	LEASE PAYMENTS-LAND LEASE	-67,645.00	-67,645.00	-35,907.69	-5,129.67	0.00	-31,737.31	53.1%
420 34972	BUILDING LEASE	0.00	0.00	-1,191.46	-116.69	0.00	1,191.46	100.0%
420 34973	LAND LEASE- AMELIA RIVER	-212,688.00	-212,688.00	-135,058.16	-19,280.56	0.00	-77,629.84	63.5%
420 34974	LAND LEASE PAYMENTS-NON TAXABL	-73,864.00	-73,864.00	-42,927.01	-6,172.97	0.00	-30,936.99	58.1%
420 34975	RENT/LEASE PAYMENTS	-379,233.00	-379,233.00	-225,583.66	-32,362.57	0.00	-153,649.34	59.5%
420 34976	8 FLAGS RENT (TAXABLE)	-66,233.00	-66,233.00	-62,295.31	-8,899.33	0.00	-3,937.69	94.1%
420 34978	8 FLAGS RENT NON-TAXABLE	-58,877.00	-58,877.00	-2,128.70	-304.10	0.00	-56,748.30	3.6%
420 34979	TRANSIENT REVENUE	0.00	0.00	-8,975.33	-1,725.00	0.00	8,975.33	100.0%
420 36110	INTEREST	0.00	0.00	-18,888.91	-1,839.92	0.00	18,888.91	100.0%
420 36990	OTHER REVENUE	-66,000.00	-66,000.00	-50,354.27	-18,517.80	0.00	-15,645.73	76.3%
420 36991	AIRCRAFT PARKING REVENUE	-4,000.00	-4,000.00	-3,883.00	0.00	0.00	-117.00	97.1%
420 36992	GAIN ON SALE OF ASSET	-20,000.00	-20,000.00	0.00	0.00	0.00	-20,000.00	.0%
420 36995	LATE FEES	0.00	0.00	-1,305.60	-294.10	0.00	1,305.60	100.0%
420 38101	FROM GENERAL FUND	-297,420.00	-297,420.00	-173,495.00	-24,785.00	0.00	-123,925.00	58.3%
420 38910	CASH BALANCE FORWARD	-3,548,569.00	-3,548,569.00	0.00	0.00	0.00	-3,548,569.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 51200	SALARIES						
	155,188.00	155,188.00	66,117.98	4,644.73	0.00	89,070.02	42.6%
420 51350	PART-TIME						
	18,234.00	18,234.00	11,011.96	1,902.67	0.00	7,222.04	60.4%
420 52100	FICA						
	13,266.00	13,266.00	5,586.61	498.94	0.00	7,679.39	42.1%
420 52200	RETIREMENT						
	33,520.00	33,520.00	14,281.47	1,003.26	0.00	19,238.53	42.6%
420 52300	HEALTH INSUR						
	29,547.00	29,547.00	12,385.34	774.42	0.00	17,161.66	41.9%
420 52301	LIFE INSUR						
	849.00	849.00	287.36	19.52	0.00	561.64	33.8%
420 52350	OPEB COSTS						
	1,756.00	1,756.00	1,026.00	146.00	0.00	730.00	58.4%
420 52400	WORKERS' COMP						
	2,689.00	2,689.00	1,569.00	224.00	0.00	1,120.00	58.3%
420 53100	PROFESSIONAL SERVICES						
	25,000.00	25,000.00	10,754.25	0.00	0.00	14,245.75	43.0%
420 53200	AUDITING						
	7,371.00	7,371.00	4,301.00	614.00	0.00	3,070.00	58.4%
420 53400	CONTRACTUAL						
	43,735.00	43,735.00	28,844.29	5,172.98	0.00	14,890.71	66.0%
420 54000	TRAINING/TRAVEL						
	3,210.00	3,210.00	420.00	0.00	0.00	2,790.00	13.1%
420 54100	COMM - PHONE/FAX/ALARM						
	2,988.00	2,988.00	1,301.49	217.26	0.00	1,686.51	43.6%
420 54101	COMMUNICATIONS-CELLULAR						
	2,000.00	2,000.00	610.44	0.00	0.00	1,389.56	30.5%
420 54103	COMMUNICATIONS-INTERNET						
	5,922.00	5,922.00	1,298.50	185.50	0.00	4,623.50	21.9%
420 54200	POSTAGE						
	100.00	100.00	4.78	4.78	0.00	95.22	4.8%
420 54300	UTILITIES ELECTRIC						
	27,000.00	27,000.00	10,560.06	1,789.88	0.00	16,439.94	39.1%
420 54310	UTILITIES-WATER & WASTEWATER						
	12,200.00	12,200.00	5,188.40	0.00	0.00	7,011.60	42.5%
420 54500	INSURANCE						
	87,791.00	87,791.00	51,206.00	7,317.00	0.00	36,585.00	58.3%
420 54610	R/M BLDG & GROUNDS						
	129,000.00	129,000.00	49,158.99	6,217.24	22,570.00	57,271.01	55.6%
420 54611	R/M FACILITIES						
	40,500.00	40,500.00	11,070.31	5,487.66	0.00	29,429.69	27.3%
420 54620	R/M EQUIPMENT						
	3,000.00	3,000.00	2,103.61	0.00	0.00	896.39	70.1%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
420 54630	R/M VEHICLES-LABOR						
	6,000.00	6,000.00	1,597.50	262.50	0.00	4,402.50	26.6%
420 54640	R/M VEHICLES-PARTS						
	7,500.00	7,500.00	5,281.86	127.39	0.00	2,218.14	70.4%
420 54700	PRINTING						
	650.00	650.00	380.00	0.00	0.00	270.00	58.5%
420 54800	PROMOTIONAL						
	750.00	750.00	130.59	0.00	0.00	619.41	17.4%
420 54910	BILLING COSTS						
	7,300.00	7,300.00	4,260.00	608.00	0.00	3,040.00	58.4%
420 55100	OFFICE SUPPLIES						
	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	.0%
420 55200	OPERATING SUPPLIES						
	2,180.00	2,180.00	1,020.64	0.00	0.00	1,159.36	46.8%
420 55210	UNIFORMS						
	400.00	400.00	0.00	0.00	0.00	400.00	.0%
420 55230	GAS/OIL						
	15,000.00	15,000.00	4,436.49	524.14	0.00	10,563.51	29.6%
420 55400	BOOKS/SUBS/DUES						
	525.00	525.00	330.00	0.00	0.00	195.00	62.9%
420 56200 19051	BUILDING						
	3,262,250.00	3,262,250.00	1,684,671.28	119,325.63	1,487,276.64	90,302.08	97.2%
420 56300 21035	IMPROVEMENTS						
	0.00	1,592,490.00	1,327,286.88	0.00	148,506.12	116,697.00	92.7%
420 56300 23002	IMPROVEMENTS						
	1,592,490.00	0.00	0.00	0.00	0.00	0.00	.0%
420 56300 23029	IMPROVEMENTS						
	175,000.00	175,000.00	0.00	0.00	0.00	175,000.00	.0%
420 56300 23030	IMPROVEMENTS						
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
420 56300 23031	IMPROVEMENTS						
	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	.0%
420 56300 23032	IMPROVEMENTS						
	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	.0%
420 56400	MACH/EQUIP						
	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	.0%
420 56401	EQUIP-NON CAPITAL						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
420 57100	PRINCIPAL						
	293,733.00	293,733.00	0.00	0.00	0.00	293,733.00	.0%
420 57200	INTEREST						
	118,212.00	118,212.00	58,248.19	0.00	0.00	59,963.81	49.3%
420 59990	RESERVE						
	652,698.00	652,698.00	0.00	0.00	0.00	652,698.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL AIRPORT						
0.00	0.00	813,004.83	19,721.35	1,658,352.76	-2,471,357.59	100.0%
TOTAL REVENUES						
-7,142,854.00	-7,142,854.00	-2,563,726.44	-137,346.15	0.00	-4,579,127.56	
TOTAL EXPENSES						
7,142,854.00	7,142,854.00	3,376,731.27	157,067.50	1,658,352.76	2,107,769.97	
GRAND TOTAL						
0.00	0.00	813,004.83	19,721.35	1,658,352.76	-2,471,357.59	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 SANITATION				LY $1,608,597.74				
440 34340	GARBAGE FEES	-2,835,736.00	-2,835,736.00	-1,770,980.52	-254,279.90	0.00	-1,064,755.48	62.5%
440 34341	GARBAGE FEES - CITY OF FB	-400,800.00	-400,800.00	-251,903.16	-36,281.74	0.00	-148,896.84	62.9%
440 36110	INTEREST	0.00	0.00	-3,306.23	-553.92	0.00	3,306.23	100.0%
440 36990	OTHER REVENUE	-104,000.00	-104,000.00	-56,769.67	-2,539.84	0.00	-47,230.33	54.6%
440 38101	FROM GENERAL FUND	-40,000.00	-40,000.00	-23,335.00	-3,333.00	0.00	-16,665.00	58.3%
440 38910	CASH BALANCE FORWARD	-119,389.00	-119,389.00	0.00	0.00	0.00	-119,389.00	.0%
440 51200	SALARIES	116,769.00	116,769.00	63,319.56	9,071.77	0.00	53,449.44	54.2%
440 51400	OVERTIME	15,000.00	15,000.00	5,765.12	2,533.95	0.00	9,234.88	38.4%
440 52100	FICA	10,081.00	10,081.00	5,356.56	905.77	0.00	4,724.44	53.1%
440 52200	RETIREMENT	28,462.00	28,462.00	15,246.31	2,587.84	0.00	13,215.69	53.6%
440 52300	HEALTH INSUR	14,424.00	14,424.00	13,971.75	2,265.80	0.00	452.25	96.9%
440 52301	LIFE INSUR	379.00	379.00	271.34	46.74	0.00	107.66	71.6%
440 52400	WORKERS' COMP	3,821.00	3,821.00	2,231.00	318.00	0.00	1,590.00	58.4%
440 53200	AUDITING	7,371.00	7,371.00	4,301.00	614.00	0.00	3,070.00	58.4%
440 53400	CONTRACTUAL	280,912.00	280,912.00	73,394.15	10,797.92	82,000.00	125,517.85	55.3%
440 53440	SANITATION SERVICES EXPENSE	2,577,684.00	2,577,684.00	1,359,045.91	253,351.38	0.00	1,218,638.09	52.7%
440 54000	TRAINING/TRAVEL	5,500.00	5,500.00	0.00	0.00	0.00	5,500.00	.0%
440 54400	RENTALS/LEASES	5,000.00	5,000.00	2,842.80	0.00	0.00	2,157.20	56.9%
440 54440	LAND RENT	35,000.00	35,000.00	18,650.66	2,664.38	0.00	16,349.34	53.3%
440 54610	R/M BLDG & GROUNDS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
440 54620	R/M EQUIPMENT						
	5,000.00	5,000.00	316.94	0.00	0.00	4,683.06	6.3%
440 54630	R/M VEHICLES-LABOR						
	10,000.00	10,000.00	4,470.00	480.00	0.00	5,530.00	44.7%
440 54640	R/M VEHICLES-PARTS						
	15,000.00	15,000.00	9,488.32	967.53	0.00	5,511.68	63.3%
440 54910	BILLING COSTS						
	92,000.00	92,000.00	53,665.00	7,667.00	0.00	38,335.00	58.3%
440 55100	OFFICE SUPPLIES						
	500.00	500.00	0.00	0.00	0.00	500.00	.0%
440 55200	OPERATING SUPPLIES						
	2,000.00	2,000.00	458.58	93.11	0.00	1,541.42	22.9%
440 55210	UNIFORMS						
	1,200.00	1,200.00	1,500.00	375.00	0.00	-300.00	125.0%
440 55230	GAS/OIL						
	30,000.00	30,000.00	15,636.71	2,055.77	0.00	14,363.29	52.1%
440 55644	NON PROFIT KNB						
	5,000.00	5,000.00	1,558.90	961.69	0.00	3,441.10	31.2%
440 56400	MACH/EQUIP						
	165,000.00	189,999.00	189,999.00	0.00	0.00	0.00	100.0%
440 56401	NON CAP EQUIP						
	20,000.00	10,000.00	0.00	0.00	0.00	10,000.00	.0%
440 59990	RESERVE						
	48,822.00	33,823.00	0.00	0.00	0.00	33,823.00	.0%
TOTAL SANITATION							
	0.00	0.00	-264,804.97	769.25	82,000.00	182,804.97	100.0%
	TOTAL REVENUES						
	-3,499,925.00	-3,499,925.00	-2,106,294.58	-296,988.40	0.00	-1,393,630.42	
	TOTAL EXPENSES						
	3,499,925.00	3,499,925.00	1,841,489.61	297,757.65	82,000.00	1,576,435.39	
	GRAND TOTAL						
	0.00	0.00	-264,804.97	769.25	82,000.00	182,804.97	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 WASTEWATER								
				LY $3,255,225.29				
450 34345	WASTEWATER CHARGES	-5,835,000.00	-5,835,000.00	-3,433,261.08	-493,801.42	0.00	-2,401,738.92	58.8%
450 34530	SEPTIC DUMPING	-50,000.00	-50,000.00	-36,100.80	-4,968.00	0.00	-13,899.20	72.2%
450 34535	WASTEWATER TAP FEES	-31,250.00	-31,250.00	-44,125.00	-1,000.00	0.00	12,875.00	141.2%
450 34910	WASTEWATER MISCELLANEOUS FEES	-5,000.00	-5,000.00	-55,473.94	-1,068.42	0.00	50,473.94	1109.5%
450 36110	INTEREST	-90,000.00	-90,000.00	-46,144.54	-4,604.16	0.00	-43,855.46	51.3%
450 36120	UNREALIZED GAIN	0.00	0.00	-1,067.22	0.00	0.00	1,067.22	100.0%
450 36992	GAIN ON SALE OF ASSET	0.00	0.00	-7,135.68	0.00	0.00	7,135.68	100.0%
450 38910	CASH BALANCE FORWARD	-6,157,870.00	-6,157,870.00	0.00	0.00	0.00	-6,157,870.00	.0%
450 51200	SALARIES	800,012.00	800,012.00	418,266.05	59,989.93	0.00	381,745.95	52.3%
450 51210	WC REIMB	0.00	0.00	-880.54	0.00	0.00	880.54	100.0%
450 51350	PART-TIME	34,318.00	34,318.00	21,176.03	3,454.81	0.00	13,141.97	61.7%
450 51400	OVERTIME	143,000.00	143,000.00	71,366.26	13,476.59	0.00	71,633.74	49.9%
450 52100	FICA	70,332.00	70,332.00	38,212.43	5,807.54	0.00	32,119.57	54.3%
450 52200	RETIREMENT	191,170.00	191,170.00	103,905.97	16,273.76	0.00	87,264.03	54.4%
450 52300	HEALTH INSUR	115,074.00	115,074.00	86,717.09	12,343.69	0.00	28,356.91	75.4%
450 52301	LIFE INSUR	2,983.00	2,983.00	1,718.13	251.68	0.00	1,264.87	57.6%
450 52350	OPEB COSTS	15,361.00	15,361.00	8,961.00	1,280.00	0.00	6,400.00	58.3%
450 52400	WORKERS' COMP	12,225.00	12,225.00	7,130.00	1,019.00	0.00	5,095.00	58.3%
450 53100	PROFESSIONAL SERVICES	225,000.00	222,000.00	18,268.24	50.00	11,256.50	192,475.26	13.3%
450 53200	AUDITING	15,561.00	15,561.00	9,076.00	1,297.00	0.00	6,485.00	58.3%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 53400	CONTRACTUAL						
	184,946.00	184,946.00	161,892.41	1,344.18	0.00	23,053.59	87.5%
450 54000	TRAINING/TRAVEL						
	32,575.00	32,575.00	7,701.68	1,233.10	0.00	24,873.32	23.6%
450 54100	COMM - PHONE/FAX/ALARM						
	3,900.00	3,900.00	578.44	96.56	0.00	3,321.56	14.8%
450 54101	COMMUNICATIONS-CELLULAR						
	5,000.00	5,000.00	1,453.44	50.00	0.00	3,546.56	29.1%
450 54103	COMMUNICATIONS-INTERNET						
	1,800.00	4,800.00	2,538.94	373.39	0.00	2,261.06	52.9%
450 54200	POSTAGE						
	3,000.00	3,000.00	106.48	34.81	0.00	2,893.52	3.5%
450 54300	UTILITIES ELECTRIC						
	189,000.00	189,000.00	133,267.82	4,361.96	0.00	55,732.18	70.5%
450 54310	UTILITIES-WATER & WASTEWATER						
	35,000.00	35,000.00	7,819.25	36.96	0.00	27,180.75	22.3%
450 54320	UTILITIES-PROPANE/OTHER						
	7,800.00	7,800.00	0.00	0.00	0.00	7,800.00	.0%
450 54500	INSURANCE						
	32,009.00	32,009.00	18,669.00	2,668.00	0.00	13,340.00	58.3%
450 54610	R/M BLDG & GROUNDS						
	38,700.00	38,700.00	25,211.72	1,805.86	0.00	13,488.28	65.1%
450 54611	R/M FACILITIES						
	34,500.00	34,500.00	8,361.94	0.00	0.00	26,138.06	24.2%
450 54620	R/M EQUIPMENT						
	211,000.00	211,000.00	33,790.31	7,033.13	13,303.34	163,906.35	22.3%
450 54630	R/M VEHICLES-LABOR						
	20,000.00	20,000.00	6,045.00	412.50	0.00	13,955.00	30.2%
450 54640	R/M VEHICLES-PARTS						
	35,000.00	35,000.00	11,986.14	559.63	0.00	23,013.86	34.2%
450 54910	BILLING COSTS						
	200,000.00	200,000.00	116,665.00	16,667.00	0.00	83,335.00	58.3%
450 54920	UTILITY ADMIN COSTS						
	294,330.00	294,330.00	171,690.00	24,528.00	0.00	122,640.00	58.3%
450 55100	OFFICE SUPPLIES						
	1,100.00	1,100.00	498.56	7.50	0.00	601.44	45.3%
450 55200	OPERATING SUPPLIES						
	272,130.00	272,130.00	110,921.38	29,532.16	0.00	161,208.62	40.8%
450 55210	UNIFORMS						
	10,525.00	10,525.00	7,575.00	1,875.00	0.00	2,950.00	72.0%
450 55220	JANITORIAL SUPPLIES						
	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	.0%
450 55230	GAS/OIL						
	32,000.00	32,000.00	19,569.64	6,178.66	0.00	12,430.36	61.2%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
450 55240	CHEMICALS						
	70,000.00	70,000.00	48,653.96	8,331.98	0.00	21,346.04	69.5%
450 55300	ROAD MATERIALS						
	8,000.00	8,000.00	1,604.80	0.00	4,589.40	1,805.80	77.4%
450 55400	BOOKS/SUBS/DUES						
	1,900.00	1,900.00	988.85	685.80	0.00	911.15	52.0%
450 56300	IMPROVEMENTS						
	700,000.00	321,400.00	0.00	0.00	0.00	321,400.00	.0%
450 56300 21038	IMPROVEMENTS						
	0.00	0.00	350,000.00	71,638.60	0.00	-350,000.00	100.0%
450 56300 22009	IMPROVEMENTS						
	0.00	0.00	14,474.00	0.00	0.00	-14,474.00	100.0%
450 56300 23014	IMPROVEMENTS						
	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
450 56300 23015	IMPROVEMENTS						
	100,000.00	104,000.00	102,107.93	0.00	0.03	1,892.04	98.2%
450 56300 23016	IMPROVEMENTS						
	200,000.00	200,000.00	116,643.30	41,984.85	39,199.75	44,156.95	77.9%
450 56300 23017	IMPROVEMENTS						
	50,000.00	100,000.00	100,000.00	0.00	0.00	0.00	100.0%
450 56300 23018	IMPROVEMENTS						
	50,000.00	50,000.00	1,565.00	1,565.00	5,259.12	43,175.88	13.6%
450 56300 23035	IMPROVEMENTS						
	0.00	250,000.00	175,220.92	878.16	18,970.00	55,809.08	77.7%
450 56300 23055	IMPROVEMENTS						
	0.00	398,811.00	0.00	0.00	398,810.44	0.56	100.0%
450 56400	MACH/EQUIP						
	547,103.00	645,703.00	452,703.28	24,000.00	152,194.00	40,805.72	93.7%
450 56401	EQUIP-NON CAPITAL						
	23,500.00	23,500.00	0.00	0.00	0.00	23,500.00	.0%
450 59100	TRANSFER TO GENERAL FUND						
	360,000.00	360,000.00	210,000.00	30,000.00	0.00	150,000.00	58.3%
450 59230	TRANSFER TO UTIL ACQ DS						
	236,598.00	236,598.00	138,013.00	19,717.00	0.00	98,585.00	58.3%
450 59330	TRANSFER TO WW CAPITAL						
	500,000.00	500,000.00	291,665.00	41,667.00	0.00	208,335.00	58.3%
450 59410	TRANSFER TO GOLF						
	1,360,208.00	1,360,208.00	1,360,208.00	0.00	0.00	0.00	100.0%
450 59460	TRANSFER TO WATER FUND						
	600,000.00	600,000.00	350,000.00	50,000.00	0.00	250,000.00	58.3%
450 59480	TRANSFER TO MARINA						
	3,014,418.00	3,014,418.00	3,014,418.00	0.00	0.00	0.00	100.0%
450 59990	RESERVE						
	1,025,542.00	602,731.00	0.00	0.00	0.00	602,731.00	.0%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTEWATER						
0.00	0.00	4,735,216.59	-931.21	643,582.58	-5,378,799.17	100.0%
TOTAL REVENUES						
-12,169,120.00	-12,169,120.00	-3,623,308.26	-505,442.00	0.00	-8,545,811.74	
TOTAL EXPENSES						
12,169,120.00	12,169,120.00	8,358,524.85	504,510.79	643,582.58	3,167,012.57	
GRAND TOTAL						
0.00	0.00	4,735,216.59	-931.21	643,582.58	-5,378,799.17	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 WATER								
				LY$2,409,352.68				
460 34346	WATER CHARGES	-4,555,000.00	-4,555,000.00	-2,617,604.89	-368,082.41	0.00	-1,937,395.11	57.5%
460 34610	WATER TAP CHARGES	-53,560.00	-53,560.00	-56,645.88	-2,895.84	0.00	3,085.88	105.8%
460 34620	WATER METER INSTALLATION FEES	-37,801.00	-37,801.00	-21,785.14	-1,918.03	0.00	-16,015.86	57.6%
460 34621	WATER NONPAY RECONNECT FEE	-30,000.00	-30,000.00	-39,853.12	-4,680.00	0.00	9,853.12	132.8%
460 34910	MISCELLANEOUS FEES	-10,712.00	-10,712.00	-4,380.00	0.00	0.00	-6,332.00	40.9%
460 36110	INTEREST	-79,745.00	-79,745.00	-37,282.99	-5,436.47	0.00	-42,462.01	46.8%
460 36120	UNREALIZED GAIN	0.00	0.00	-1,541.70	-602.26	0.00	1,541.70	100.0%
460 36323	EXTENSION CHARGES	-24,720.00	-24,720.00	-19,029.19	-754.17	0.00	-5,690.81	77.0%
460 36992	GAIN ON SALE OF ASSET	0.00	0.00	-51,065.00	0.00	0.00	51,065.00	100.0%
460 36995	LATE FEES	-16,322.00	-16,322.00	-12,529.55	-1,592.39	0.00	-3,792.45	76.8%
460 38145	FROM WASTEWATER	-600,000.00	-600,000.00	-350,000.00	-50,000.00	0.00	-250,000.00	58.3%
460 38910	CASH BALANCE FORWARD	-5,929,205.00	-5,929,205.00	0.00	0.00	0.00	-5,929,205.00	.0%
460 38912	RESERVE - R & R FUND	-200,000.00	-200,000.00	0.00	0.00	0.00	-200,000.00	.0%
460 51200	SALARIES	687,299.00	687,299.00	383,727.98	59,966.09	0.00	303,571.02	55.8%
460 51400	OVERTIME	150,000.00	150,000.00	78,507.65	13,485.80	0.00	71,492.35	52.3%
460 52100	FICA	64,053.00	64,053.00	34,378.61	5,510.23	0.00	29,674.39	53.7%
460 52200	RETIREMENT	180,857.00	180,857.00	95,525.41	16,303.00	0.00	85,331.59	52.8%
460 52300	HEALTH INSUR	168,303.00	168,303.00	84,759.72	12,959.39	0.00	83,543.28	50.4%
460 52301	LIFE INSUR	4,154.00	4,154.00	1,583.63	251.36	0.00	2,570.37	38.1%
460 52350	OPEB COSTS	14,483.00	14,483.00	8,448.00	1,207.00	0.00	6,035.00	58.3%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 52400	WORKERS' COMP						
	15,717.00	15,717.00	9,167.00	1,310.00	0.00	6,550.00	58.3%
460 53100	PROFESSIONAL SERVICES						
	193,000.00	193,000.00	8,753.18	4,709.18	0.00	184,246.82	4.5%
460 53200	AUDITING						
	10,647.00	10,647.00	6,212.00	887.00	0.00	4,435.00	58.3%
460 53400	CONTRACTUAL						
	104,870.00	104,870.00	35,592.96	5,143.30	15,570.00	53,707.04	48.8%
460 54000	TRAINING/TRAVEL						
	40,558.00	40,558.00	10,617.04	1,590.00	0.00	29,940.96	26.2%
460 54100	COMM - PHONE/FAX/ALARM						
	2,500.00	2,500.00	745.55	124.45	0.00	1,754.45	29.8%
460 54101	COMMUNICATIONS-CELLULAR						
	10,000.00	10,000.00	3,267.13	870.36	0.00	6,732.87	32.7%
460 54103	COMMUNICATIONS-INTERNET						
	10,500.00	10,500.00	2,279.35	136.92	0.00	8,220.65	21.7%
460 54200	POSTAGE						
	1,825.00	1,825.00	0.00	0.00	0.00	1,825.00	.0%
460 54300	UTILITIES ELECTRIC						
	297,000.00	297,000.00	108,009.07	19,139.58	0.00	188,990.93	36.4%
460 54310	UTILITIES-WATER & WASTEWATER						
	1,000.00	1,000.00	357.00	61.80	0.00	643.00	35.7%
460 54320	UTILITIES-PROPANE/OTHER						
	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
460 54440	LAND RENT						
	25,000.00	25,000.00	11,228.91	1,604.13	0.00	13,771.09	44.9%
460 54500	INSURANCE						
	21,170.00	21,170.00	12,350.00	1,764.00	0.00	8,820.00	58.3%
460 54610	R/M BLDG & GROUNDS						
	98,000.00	98,000.00	55,997.23	3,669.50	0.00	42,002.77	57.1%
460 54611	R/M FACILITIES						
	44,500.00	44,500.00	10,634.39	7,273.08	0.00	33,865.61	23.9%
460 54620	R/M EQUIPMENT						
	245,000.00	125,000.00	33,016.42	5,009.96	0.00	91,983.58	26.4%
460 54630	R/M VEHICLES-LABOR						
	12,000.00	12,000.00	5,242.50	645.00	0.00	6,757.50	43.7%
460 54640	R/M VEHICLES-PARTS						
	25,000.00	25,000.00	16,856.91	6,578.54	0.00	8,143.09	67.4%
460 54800	PROMOTIONAL						
	10,000.00	10,000.00	200.00	0.00	0.00	9,800.00	2.0%
460 54910	BILLING COSTS						
	200,000.00	200,000.00	116,665.00	16,667.00	0.00	83,335.00	58.3%
460 54920	UTILITY ADMIN COSTS						
	294,330.00	294,330.00	171,690.00	24,528.00	0.00	122,640.00	58.3%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 55100	OFFICE SUPPLIES						
	2,500.00	2,500.00	1,294.17	6.99	0.00	1,205.83	51.8%
460 55200	OPERATING SUPPLIES						
	264,430.00	264,430.00	145,133.13	26,005.53	0.00	119,296.87	54.9%
460 55210	UNIFORMS						
	11,100.00	11,100.00	7,725.00	2,025.00	0.00	3,375.00	69.6%
460 55220	JANITORIAL SUPPLIES						
	3,000.00	3,000.00	247.00	117.31	0.00	2,753.00	8.2%
460 55230	GAS/OIL						
	52,000.00	52,000.00	24,057.40	3,822.31	0.00	27,942.60	46.3%
460 55240	CHEMICALS						
	36,000.00	56,000.00	29,400.00	0.00	0.00	26,600.00	52.5%
460 55300	ROAD MATERIALS						
	8,000.00	8,000.00	1,604.80	0.00	4,589.40	1,805.80	77.4%
460 55400	BOOKS/SUBS/DUES						
	6,140.00	6,140.00	1,478.60	915.80	0.00	4,661.40	24.1%
460 56200	BUILDING						
	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	.0%
460 56300	IMPROVEMENTS						
	1,350,000.00	1,018,436.42	0.00	0.00	0.00	1,018,436.42	.0%
460 56300 22003	IMPROVEMENTS						
	0.00	95,600.00	0.00	0.00	95,600.00	0.00	100.0%
460 56300 22004	IMPROVEMENTS						
	0.00	0.00	2,590.00	0.00	0.00	-2,590.00	100.0%
460 56300 23019	IMPROVEMENTS						
	20,000.00	20,000.00	20,000.00	0.00	0.00	0.00	100.0%
460 56300 23020	IMPROVEMENTS						
	380,000.00	380,000.00	408,242.94	0.00	0.00	-28,242.94	107.4%
460 56300 23021	IMPROVEMENTS						
	0.00	235,963.58	0.00	0.00	235,963.58	0.00	100.0%
460 56300 23022	IMPROVEMENTS						
	135,000.00	135,000.00	0.00	0.00	134,836.10	163.90	99.9%
460 56300 23025	IMPROVEMENTS						
	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00	.0%
460 56300 23048	IMPROVEMENTS						
	0.00	60,000.00	0.00	0.00	59,913.00	87.00	99.9%
460 56300 23049	IMPROVEMENTS						
	0.00	60,000.00	0.00	0.00	59,913.00	87.00	99.9%
460 56400	MACH/EQUIP						
	265,857.00	265,857.00	197,759.62	64,978.64	36,947.00	31,150.38	88.3%
460 56401	EQUIP-NON CAPITAL						
	34,500.00	34,500.00	4,670.61	0.00	0.00	29,829.39	13.5%
460 59100	TRANSFER TO GENERAL FUND						
	180,000.00	180,000.00	105,000.00	15,000.00	0.00	75,000.00	58.3%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
460 59230	TRANSFER TO UTIL ACQ DS						
	1,991,895.00	1,991,895.00	1,161,940.00	165,991.00	0.00	829,955.00	58.3%
460 59910	CONTINGENCY R & R						
	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00	.0%
460 59990	RESERVE						
	3,508,877.00	3,488,877.00	0.00	0.00	0.00	3,488,877.00	.0%
TOTAL WATER							
	0.00	0.00	205,238.45	54,295.68	643,332.08	-848,570.53	100.0%
	TOTAL REVENUES						
	-11,537,065.00	-11,537,065.00	-3,211,717.46	-435,961.57	0.00	-8,325,347.54	
	TOTAL EXPENSES						
	11,537,065.00	11,537,065.00	3,416,955.91	490,257.25	643,332.08	7,476,777.01	
	GRAND TOTAL						
	0.00	0.00	205,238.45	54,295.68	643,332.08	-848,570.53	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 STORMWATER							
470 33400 STATE GRANT	-775,625.00	-775,625.00	LY $526,704.00	0.00	0.00	-775,625.00	.0%
470 34347 WATER DRAINAGE FEES	-925,000.00	-925,000.00	-541,071.77	-78,318.29	0.00	-383,928.23	58.5%
470 38910 CASH BALANCE FORWARD	-130,438.00	-130,438.00	0.00	0.00	0.00	-130,438.00	.0%
470 51200 SALARIES	276,815.00	276,815.00	136,465.94	19,464.92	0.00	140,349.06	49.3%
470 51400 OVERTIME	25,000.00	25,000.00	5,445.71	313.32	0.00	19,554.29	21.8%
470 52100 FICA	22,624.00	22,624.00	11,018.23	1,545.10	0.00	11,605.77	48.7%
470 52200 RETIREMENT	65,192.00	65,192.00	31,252.77	4,364.29	0.00	33,939.23	47.9%
470 52300 HEALTH INSUR	82,624.00	82,624.00	25,143.71	3,067.20	0.00	57,480.29	30.4%
470 52301 LIFE INSUR	1,226.00	1,226.00	548.52	69.12	0.00	677.48	44.7%
470 52350 OPEB COSTS	2,194.00	2,194.00	1,279.00	183.00	0.00	915.00	58.3%
470 52400 WORKERS' COMP	4,527.00	4,527.00	2,642.00	377.00	0.00	1,885.00	58.4%
470 53100 PROFESSIONAL SERVICES	145,000.00	145,000.00	8,683.75	250.00	1,325.00	134,991.25	6.9%
470 53200 AUDITING	6,552.00	6,552.00	3,822.00	546.00	0.00	2,730.00	58.3%
470 53400 CONTRACTUAL	54,053.00	54,053.00	46,185.29	5,472.85	0.00	7,867.71	85.4%
470 54000 TRAINING/TRAVEL	9,858.00	9,858.00	3,987.33	50.00	0.00	5,870.67	40.4%
470 54100 COMM - PHONE/FAX/ALARM	216.00	216.00	0.00	0.00	0.00	216.00	.0%
470 54101 COMMUNICATIONS-CELLULAR	2,500.00	2,500.00	1,511.31	236.48	0.00	988.69	60.5%
470 54103 COMMUNICATIONS-INTERNET	1,800.00	1,800.00	659.93	101.81	0.00	1,140.07	36.7%
470 54200 POSTAGE	50.00	50.00	0.00	0.00	0.00	50.00	.0%
470 54300 UTILITIES ELECTRIC	3,600.00	3,600.00	2,069.26	115.44	0.00	1,530.74	57.5%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

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	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 54310	UTILITIES-WATER & WASTEWATER						
	1,000.00	1,000.00	382.96	0.00	0.00	617.04	38.3%
470 54400	RENTALS/LEASES						
	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	.0%
470 54500	INSURANCE						
	6,665.00	6,665.00	3,885.00	556.00	0.00	2,780.00	58.3%
470 54610	R/M BLDG & GROUNDS						
	1,500.00	1,500.00	1,387.69	0.00	0.00	112.31	92.5%
470 54611	R/M FACILITIES						
	8,500.00	8,500.00	412.29	0.00	0.00	8,087.71	4.9%
470 54620	R/M EQUIPMENT						
	5,000.00	5,000.00	100.00	100.00	0.00	4,900.00	2.0%
470 54630	R/M VEHICLES-LABOR						
	7,500.00	7,500.00	2,565.00	375.00	0.00	4,935.00	34.2%
470 54640	R/M VEHICLES-PARTS						
	10,000.00	10,000.00	6,816.24	994.83	0.00	3,183.76	68.2%
470 54700	PRINTING						
	500.00	500.00	61.11	61.11	0.00	438.89	12.2%
470 54800	PROMOTIONAL						
	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
470 54910	BILLING COSTS						
	35,000.00	35,000.00	20,415.00	2,917.00	0.00	14,585.00	58.3%
470 54920	UTILITY ADMIN COSTS						
	30,000.00	30,000.00	17,500.00	2,500.00	0.00	12,500.00	58.3%
470 55100	OFFICE SUPPLIES						
	3,000.00	3,000.00	387.81	0.00	0.00	2,612.19	12.9%
470 55200	OPERATING SUPPLIES						
	144,330.00	124,250.00	63,340.19	23,914.33	18,405.40	42,504.41	65.8%
470 55210	UNIFORMS						
	3,900.00	3,900.00	2,800.00	450.00	0.00	1,100.00	71.8%
470 55230	GAS/OIL						
	15,000.00	15,000.00	5,044.71	740.94	0.00	9,955.29	33.6%
470 55400	BOOKS/SUBS/DUES						
	910.00	910.00	660.80	160.80	0.00	249.20	72.6%
470 56300	IMPROVEMENTS						
	0.00	0.00	0.00	0.00	12,946.00	-12,946.00	100.0%
470 56300 18002	IMPROVEMENTS						
	1,474,020.00	1,474,020.00	92.00	0.00	1,849,049.53	-375,121.53	125.4%
470 56300 21037	IMPROVEMENTS						
	150,000.00	150,000.00	59,364.65	0.00	40,271.50	50,363.85	66.4%
470 56300 22013	IMPROVEMENTS						
	250,000.00	250,000.00	0.00	0.00	81,750.00	168,250.00	32.7%
470 56300 22014	IMPROVEMENTS						
	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	.0%

City of Fernandina Beach
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FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
470 56400	MACH/EQUIP						
	184,533.00	199,613.00	0.00	0.00	199,613.00	0.00	100.0%
470 56401	EQUIP-NON CAPITAL						
	0.00	5,000.00	2,141.06	0.00	0.00	2,858.94	42.8%
470 57100	PRINCIPAL						
	104,607.00	104,607.00	104,607.88	0.00	0.00	-0.88	100.0%
470 57200	INTEREST						
	11,965.00	11,965.00	11,964.24	0.00	0.00	0.76	100.0%
470 59990	RESERVE						
	-1,462,198.00	-1,462,198.00	0.00	0.00	0.00	-1,462,198.00	.0%
TOTAL STORMWATER							
	0.00	0.00	43,571.61	-9,391.75	2,203,360.43	-2,246,932.04	100.0%
	TOTAL REVENUES						
	-1,831,063.00	-1,831,063.00	-541,071.77	-78,318.29	0.00	-1,289,991.23	
	TOTAL EXPENSES						
	1,831,063.00	1,831,063.00	584,643.38	68,926.54	2,203,360.43	-956,940.81	
	GRAND TOTAL						
	0.00	0.00	43,571.61	-9,391.75	2,203,360.43	-2,246,932.04	100.0%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 MARINA							
480 33410 FL INLAND NAVIGATION REVENUE	0.00	0.00	5,738.00	0.00	0.00	-5,738.00	100.0%
480 34750 SLIP RENTALS - PERMANENT	-435,000.00	-435,000.00	-247,050.50	-35,250.50	0.00	-187,949.50	56.8%
480 34755 SLIP RENTALS - TRANSIENT	-1,156,585.00	-1,156,585.00	-650,773.05	-133,277.98	0.00	-505,811.95	56.3%
480 34757 SLIP RENTALS - NON-TAXABLE	-5,000.00	-5,000.00	-16,821.58	-3,203.50	0.00	11,821.58	336.4%
480 34759 DOCK STORE RENT	0.00	0.00	-4,096.18	-971.67	0.00	4,096.18	100.0%
480 34760 BUSINESS RENTALS	-35,000.00	-35,000.00	-15,056.23	-2,150.89	0.00	-19,943.77	43.0%
480 34762 MOORINGS-TAXABLE	-90,750.00	-90,750.00	-40,455.80	-7,154.61	0.00	-50,294.20	44.6%
480 34763 MOORINGS - NON TAXABLE	0.00	0.00	-2,117.01	0.00	0.00	2,117.01	100.0%
480 34767 SERVICES-TAXABLE	-7,050.00	-7,050.00	-733.25	-168.13	0.00	-6,316.75	10.4%
480 34770 FUEL-DIESEL	-1,837,500.00	-1,837,500.00	-337,328.62	-140,284.93	0.00	-1,500,171.38	18.4%
480 34771 FUEL-GAS	-546,250.00	-546,250.00	-150,617.03	-53,458.36	0.00	-395,632.97	27.6%
480 34775 FUEL-DISCOUNTS DIESEL	0.00	0.00	1,669.93	784.58	0.00	-1,669.93	100.0%
480 34776 FUEL-DISCOUNTS GAS	0.00	0.00	1,271.25	427.08	0.00	-1,271.25	100.0%
480 36110 INTEREST	0.00	0.00	-2,202.56	-750.13	0.00	2,202.56	100.0%
480 36215 NON-TAXABLE RENT	0.00	0.00	-272.45	-463.01	0.00	272.45	100.0%
480 36990 OTHER REVENUE	-960.00	-960.00	-2,548.03	-705.52	0.00	1,588.03	265.4%
480 38101 FROM GENERAL FUND	-726,101.00	-726,101.00	-423,556.00	-60,509.00	0.00	-302,545.00	58.3%
480 38145 FROM WASTEWATER	-3,014,418.00	-3,014,418.00	-3,014,418.00	0.00	0.00	0.00	100.0%
480 38910 CASH BALANCE FORWARD	2,963,644.00	2,963,644.00	0.00	0.00	0.00	2,963,644.00	.0%
480 53100 PROFESSIONAL SERVICES	27,600.00	27,600.00	25,085.89	2,295.00	0.00	2,514.11	90.9%

City of Fernandina Beach
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FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 53200	AUDITING						
	7,371.00	7,371.00	4,301.00	614.00	0.00	3,070.00	58.4%
480 53400	CONTRACTUAL						
	544,532.00	544,532.00	316,320.56	50,015.94	0.00	228,211.44	58.1%
480 54000	TRAINING/TRAVEL						
	1,900.00	1,900.00	86.06	76.06	0.00	1,813.94	4.5%
480 54100	COMM - PHONE/FAX/ALARM						
	4,260.00	4,260.00	2,504.02	397.49	0.00	1,755.98	58.8%
480 54103	COMMUNICATIONS-INTERNET						
	13,800.00	13,800.00	2,953.92	312.81	0.00	10,846.08	21.4%
480 54200	POSTAGE						
	0.00	0.00	117.89	0.00	0.00	-117.89	100.0%
480 54300	UTILITIES ELECTRIC						
	13,200.00	13,200.00	4,819.31	696.34	0.00	8,380.69	36.5%
480 54310	UTILITIES-WATER & WASTEWATER						
	16,800.00	16,800.00	9,946.48	1,081.86	0.00	6,853.52	59.2%
480 54500	INSURANCE						
	552,604.00	552,604.00	323,617.50	47,175.35	0.00	228,986.50	58.6%
480 54610	R/M BLDG & GROUNDS						
	7,200.00	7,200.00	73,522.35	12,496.10	0.00	-66,322.35	1021.1%
480 54611	R/M FACILITIES						
	13,500.00	13,500.00	7,596.10	700.96	0.00	5,903.90	56.3%
480 54620	R/M EQUIPMENT						
	9,000.00	9,000.00	33,511.81	652.05	0.00	-24,511.81	372.4%
480 54630	R/M VEHICLES-LABOR						
	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	.0%
480 54640	R/M VEHICLES-PARTS						
	1,000.00	1,000.00	14.78	14.78	0.00	985.22	1.5%
480 54800	PROMOTIONAL						
	62,100.00	62,100.00	18,549.65	1,599.90	0.00	43,550.35	29.9%
480 55100	OFFICE SUPPLIES						
	3,750.00	3,750.00	2,602.00	381.72	0.00	1,148.00	69.4%
480 55200	OPERATING SUPPLIES						
	212,686.00	212,686.00	74,315.48	17,511.45	0.00	138,370.52	34.9%
480 55210	UNIFORMS						
	4,000.00	4,000.00	2,118.84	24.98	0.00	1,881.16	53.0%
480 55220	JANITORIAL SUPPLIES						
	4,800.00	4,800.00	0.00	0.00	0.00	4,800.00	.0%
480 55400	BOOKS/SUBS/DUES						
	0.00	0.00	191.32	0.00	0.00	-191.32	100.0%
480 55510	FUEL FOR RESALE						
	1,715,955.00	1,715,955.00	325,195.63	123,302.66	0.00	1,390,759.37	19.0%
480 56200 23034	BUILDING						
	30,000.00	30,000.00	0.00	0.00	10,163.00	19,837.00	33.9%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
480 56400	MACH/EQUIP						
	20,000.00	13,000.00	0.00	0.00	0.00	13,000.00	.0%
480 56401	EQUIP-NON CAPITAL						
	0.00	7,000.00	0.00	0.00	6,806.00	194.00	97.2%
480 57100	PRINCIPAL						
	590,677.00	590,677.00	77,990.50	11,141.50	0.00	512,686.50	13.2%
480 57200	INTEREST						
	135,424.00	135,424.00	50,629.66	1,575.01	0.00	84,794.34	37.4%
480 59990	RESERVE						
	897,811.00	897,811.00	0.00	0.00	0.00	897,811.00	.0%
TOTAL MARINA							
	0.00	0.00	-3,543,376.36	-165,070.61	16,969.00	3,526,407.36	100.0%
	TOTAL REVENUES						
	-4,890,970.00	-4,890,970.00	-4,899,367.11	-437,136.57	0.00	8,397.11	
	TOTAL EXPENSES						
	4,890,970.00	4,890,970.00	1,355,990.75	272,065.96	16,969.00	3,518,010.25	
	GRAND TOTAL						
	0.00	0.00	-3,543,376.36	-165,070.61	16,969.00	3,526,407.36	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET							
510 36110 INTEREST	0.00	0.00	-828.68	-73.68	0.00	828.68	100.0%
510 36990 OTHER REVENUE	-3,000.00	-3,000.00	-2,473.15	0.00	0.00	-526.85	82.4%
510 36992 GAIN ON SALE OF ASSET	-75,000.00	-75,000.00	-51,004.22	-5,826.00	0.00	-23,995.78	68.0%
510 38040 PARTS	0.00	0.00	832.63	-6.61	0.00	-832.63	100.0%
510 38045 LABOR	0.00	0.00	-907.50	-345.00	0.00	907.50	100.0%
510 38053 GAS/OIL	-546,700.00	-546,700.00	-256,607.62	-36,462.67	0.00	-290,092.38	46.9%
510 38910 CASH BALANCE FORWARD	-133,172.00	-133,172.00	0.00	0.00	0.00	-133,172.00	.0%
TOTAL FLEET	-757,872.00	-757,872.00	-310,988.54	-42,713.96	0.00	-446,883.46	41.0%
TOTAL REVENUES	-757,872.00	-757,872.00	-310,988.54	-42,713.96	0.00	-446,883.46	
5101000 GENERAL FUND							
5101000 38040 PARTS	-248,500.00	-248,500.00	-136,947.74	-19,747.15	0.00	-111,552.26	55.1%
5101000 38045 LABOR	-208,250.00	-208,250.00	-121,480.00	-17,354.00	0.00	-86,770.00	58.3%
TOTAL GENERAL FUND	-456,750.00	-456,750.00	-258,427.74	-37,101.15	0.00	-198,322.26	56.6%
TOTAL REVENUES	-456,750.00	-456,750.00	-258,427.74	-37,101.15	0.00	-198,322.26	
5102400 FLEET BUILDING/PERMITTING							
5102400 38040 PARTS	0.00	0.00	-527.05	-70.00	0.00	527.05	100.0%

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5102400 FLEET BUILDING/PERMITTING	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FLEET BUILDING/PERMITTING	0.00	0.00	-527.05	-70.00	0.00	527.05	100.0%
TOTAL REVENUES	0.00	0.00	-527.05	-70.00	0.00	527.05	
5102401 FLEET BUILDING/PERMITTING							
5102401 38040 PARTS	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
5102401 38045 LABOR	-2,000.00	-2,000.00	-202.50	0.00	0.00	-1,797.50	10.1%
TOTAL FLEET BUILDING/PERMITTING	-4,500.00	-4,500.00	-202.50	0.00	0.00	-4,297.50	4.5%
TOTAL REVENUES	-4,500.00	-4,500.00	-202.50	0.00	0.00	-4,297.50	
5103900 CEMETERY							
5103900 38040 PARTS	-2,000.00	-2,000.00	0.00	0.00	0.00	-2,000.00	.0%
5103900 38045 LABOR	-2,500.00	-2,500.00	0.00	0.00	0.00	-2,500.00	.0%
TOTAL CEMETERY	-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	.0%
TOTAL REVENUES	-4,500.00	-4,500.00	0.00	0.00	0.00	-4,500.00	
5104100 GOLF COURSE							
5104100 38040 PARTS	-500.00	-500.00	-987.66	-667.26	0.00	487.66	197.5%
5104100 38045 LABOR	-500.00	-500.00	-1,110.00	-375.00	0.00	610.00	222.0%
TOTAL GOLF COURSE	-1,000.00	-1,000.00	-2,097.66	-1,042.26	0.00	1,097.66	209.8%
TOTAL REVENUES	-1,000.00	-1,000.00	-2,097.66	-1,042.26	0.00	1,097.66	

City of Fernandina Beach
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FOR 2023 07

5104200 AIRPORT	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104200 AIRPORT							
5104200 38040 PARTS	-7,500.00	-7,500.00	-5,281.86	-127.39	0.00	-2,218.14	70.4%
5104200 38045 LABOR	-6,000.00	-6,000.00	-1,597.50	-262.50	0.00	-4,402.50	26.6%
TOTAL AIRPORT	-13,500.00	-13,500.00	-6,879.36	-389.89	0.00	-6,620.64	51.0%
TOTAL REVENUES	-13,500.00	-13,500.00	-6,879.36	-389.89	0.00	-6,620.64	
5104400 SANITATION							
5104400 38040 PARTS	-15,000.00	-15,000.00	-9,488.32	-967.53	0.00	-5,511.68	63.3%
5104400 38045 LABOR	-10,000.00	-10,000.00	-4,470.00	-480.00	0.00	-5,530.00	44.7%
TOTAL SANITATION	-25,000.00	-25,000.00	-13,958.32	-1,447.53	0.00	-11,041.68	55.8%
TOTAL REVENUES	-25,000.00	-25,000.00	-13,958.32	-1,447.53	0.00	-11,041.68	
5104500 WASTEWATER							
5104500 38040 PARTS	-35,000.00	-35,000.00	-11,986.14	-559.63	0.00	-23,013.86	34.2%
5104500 38045 LABOR	-20,000.00	-20,000.00	-6,045.00	-412.50	0.00	-13,955.00	30.2%
TOTAL WASTEWATER	-55,000.00	-55,000.00	-18,031.14	-972.13	0.00	-36,968.86	32.8%
TOTAL REVENUES	-55,000.00	-55,000.00	-18,031.14	-972.13	0.00	-36,968.86	
5104600 WATER							
5104600 38040 PARTS	-25,000.00	-25,000.00	-16,856.91	-6,578.54	0.00	-8,143.09	67.4%

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FOR 2023 07

5104600 WATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5104600 38045	LABOR						
	-12,000.00	-12,000.00	-5,242.50	-645.00	0.00	-6,757.50	43.7%
TOTAL WATER							
	-37,000.00	-37,000.00	-22,099.41	-7,223.54	0.00	-14,900.59	59.7%
	TOTAL REVENUES						
	-37,000.00	-37,000.00	-22,099.41	-7,223.54	0.00	-14,900.59	
5104700 STORMWATER							
5104700 38040	PARTS						
	-10,000.00	-10,000.00	-6,816.24	-994.83	0.00	-3,183.76	68.2%
5104700 38045	LABOR						
	-7,500.00	-7,500.00	-2,565.00	-375.00	0.00	-4,935.00	34.2%
TOTAL STORMWATER							
	-17,500.00	-17,500.00	-9,381.24	-1,369.83	0.00	-8,118.76	53.6%
	TOTAL REVENUES						
	-17,500.00	-17,500.00	-9,381.24	-1,369.83	0.00	-8,118.76	
5104800 MARINA							
5104800 38040	PARTS						
	-1,000.00	-1,000.00	-14.78	-14.78	0.00	-985.22	1.5%
5104800 38045	LABOR						
	-1,000.00	-1,000.00	0.00	0.00	0.00	-1,000.00	.0%
TOTAL MARINA							
	-2,000.00	-2,000.00	-14.78	-14.78	0.00	-1,985.22	.7%
	TOTAL REVENUES						
	-2,000.00	-2,000.00	-14.78	-14.78	0.00	-1,985.22	
	GRAND TOTAL						
	-1,374,622.00	-1,374,622.00	-642,607.74	-92,345.07	0.00	-732,014.26	46.7%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 FLEET								
510 51200	SALARIES	205,986.00	205,986.00	110,434.37	15,951.77	0.00	95,551.63	53.6%
510 51400	OVERTIME	10,000.00	10,000.00	5,988.62	335.98	0.00	4,011.38	59.9%
510 52100	FICA	16,523.00	16,523.00	8,893.61	1,230.45	0.00	7,629.39	53.8%
510 52200	RETIREMENT	44,493.00	44,493.00	25,048.65	3,518.16	0.00	19,444.35	56.3%
510 52300	HEALTH INSUR	49,676.00	49,676.00	17,887.72	2,674.92	0.00	31,788.28	36.0%
510 52301	LIFE INSUR	1,095.00	1,095.00	444.92	66.56	0.00	650.08	40.6%
510 52400	WORKERS' COMP	4,562.00	4,562.00	2,662.00	380.00	0.00	1,900.00	58.4%
510 53200	AUDITING	2,457.00	2,457.00	1,432.00	205.00	0.00	1,025.00	58.3%
510 53400	CONTRACTUAL	21,273.00	21,273.00	15,570.80	1,025.30	0.00	5,702.20	73.2%
510 54000	TRAINING/TRAVEL	9,000.00	9,000.00	3,298.34	0.00	0.00	5,701.66	36.6%
510 54100	COMM - PHONE/FAX/ALARM	288.00	288.00	0.00	0.00	0.00	288.00	.0%
510 54101	COMMUNICATIONS-CELLULAR	650.00	650.00	100.00	0.00	0.00	550.00	15.4%
510 54103	COMMUNICATIONS-INTERNET	1,800.00	1,800.00	784.56	112.08	0.00	1,015.44	43.6%
510 54300	UTILITIES ELECTRIC	3,500.00	3,500.00	2,096.45	0.00	0.00	1,403.55	59.9%
510 54310	UTILITIES-WATER & WASTEWATER	2,400.00	2,400.00	1,241.14	164.23	0.00	1,158.86	51.7%
510 54500	INSURANCE	17,361.00	17,361.00	10,131.00	1,446.00	0.00	7,230.00	58.4%
510 54610	R/M BLDG & GROUNDS	500.00	500.00	444.00	0.00	0.00	56.00	88.8%
510 54611	R/M FACILITIES	14,000.00	14,000.00	10,093.13	95.63	0.00	3,906.87	72.1%
510 54620	R/M EQUIPMENT	9,000.00	9,000.00	6,642.29	0.00	0.00	2,357.71	73.8%
510 54630	R/M VEHICLES-LABOR	2,000.00	2,000.00	907.50	345.00	0.00	1,092.50	45.4%

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	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
510 54640	R/M VEHICLES-PARTS						
	3,000.00	3,000.00	3,627.30	1,716.74	0.00	-627.30	120.9%
510 55100	OFFICE SUPPLIES						
	200.00	200.00	10.07	10.07	0.00	189.93	5.0%
510 55200	OPERATING SUPPLIES						
	10,630.00	10,630.00	5,490.62	177.11	0.00	5,139.38	51.7%
510 55210	UNIFORMS						
	1,275.00	1,275.00	900.00	0.00	0.00	375.00	70.6%
510 55230	GAS/OIL						
	5,500.00	5,500.00	3,407.01	528.59	0.00	2,092.99	61.9%
510 55240	CHEMICALS						
	500.00	12.00	8.09	8.09	0.00	3.91	67.4%
510 55400	BOOKS/SUBS/DUES						
	200.00	200.00	0.00	0.00	0.00	200.00	.0%
510 56300 22016	IMPROVEMENTS						
	35,689.00	35,689.00	35,688.57	0.00	0.00	0.43	100.0%
510 56300 23023	IMPROVEMENTS						
	75,000.00	75,000.00	72,109.13	72,109.13	0.00	2,890.87	96.1%
510 56400	MACH/EQUIP						
	20,000.00	20,488.00	20,488.00	0.00	0.00	0.00	100.0%
510 58600	GAS/OIL COSTS						
	495,000.00	495,000.00	201,768.67	31,417.85	0.00	293,231.33	40.8%
510 58700	VEHICLE PARTS/SRVS COSTS						
	305,000.00	305,000.00	181,884.19	33,299.14	0.00	123,115.81	59.6%
510 59990	RESERVE						
	6,064.00	6,064.00	0.00	0.00	0.00	6,064.00	.0%
TOTAL FLEET							
	1,374,622.00	1,374,622.00	749,482.75	166,817.80	0.00	625,139.25	54.5%
TOTAL EXPENSES							
	1,374,622.00	1,374,622.00	749,482.75	166,817.80	0.00	625,139.25	
GRAND TOTAL							
	1,374,622.00	1,374,622.00	749,482.75	166,817.80	0.00	625,139.25	54.5%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING							
520 34300	UB ADMIN FEES						
	-32,000.00	-32,000.00	-13,055.00	-1,657.50	0.00	-18,945.00	40.8%
520 36110	INTEREST						
	0.00	0.00	-1,567.13	-211.75	0.00	1,567.13	100.0%
520 38910	CASH BALANCE FORWARD						
	-302,715.00	-302,715.00	0.00	0.00	0.00	-302,715.00	.0%
TOTAL UTILITY BILLING							
	-334,715.00	-334,715.00	-14,622.13	-1,869.25	0.00	-320,092.87	4.4%
TOTAL REVENUES							
	-334,715.00	-334,715.00	-14,622.13	-1,869.25	0.00	-320,092.87	
5204200 AIRPORT							
5204200 38052	CHARGES FOR UB SERVICES						
	-7,300.00	-7,300.00	-4,260.00	-608.00	0.00	-3,040.00	58.4%
TOTAL AIRPORT							
	-7,300.00	-7,300.00	-4,260.00	-608.00	0.00	-3,040.00	58.4%
TOTAL REVENUES							
	-7,300.00	-7,300.00	-4,260.00	-608.00	0.00	-3,040.00	
5204400 SANITATION							
5204400 38052	CHARGES FOR UB SERVICES						
	-92,000.00	-92,000.00	-53,665.00	-7,667.00	0.00	-38,335.00	58.3%
TOTAL SANITATION							
	-92,000.00	-92,000.00	-53,665.00	-7,667.00	0.00	-38,335.00	58.3%
TOTAL REVENUES							
	-92,000.00	-92,000.00	-53,665.00	-7,667.00	0.00	-38,335.00	
5204500 WASTE WATER							
5204500 38052	CHARGES FOR UB SERVICES						
	-200,000.00	-200,000.00	-116,665.00	-16,667.00	0.00	-83,335.00	58.3%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

5204500 WASTE WATER ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL WASTE WATER						
-200,000.00	-200,000.00	-116,665.00	-16,667.00	0.00	-83,335.00	58.3%
TOTAL REVENUES						
-200,000.00	-200,000.00	-116,665.00	-16,667.00	0.00	-83,335.00	
5204600 WATER						
5204600 38052 CHARGES FOR UB SERVICES						
-200,000.00	-200,000.00	-116,665.00	-16,667.00	0.00	-83,335.00	58.3%
TOTAL WATER						
-200,000.00	-200,000.00	-116,665.00	-16,667.00	0.00	-83,335.00	58.3%
TOTAL REVENUES						
-200,000.00	-200,000.00	-116,665.00	-16,667.00	0.00	-83,335.00	
5204700 STORMWATER						
5204700 38052 CHARGES FOR UB SERVICES						
-35,000.00	-35,000.00	-20,415.00	-2,917.00	0.00	-14,585.00	58.3%
TOTAL STORMWATER						
-35,000.00	-35,000.00	-20,415.00	-2,917.00	0.00	-14,585.00	58.3%
TOTAL REVENUES						
-35,000.00	-35,000.00	-20,415.00	-2,917.00	0.00	-14,585.00	
GRAND TOTAL						
-869,015.00	-869,015.00	-326,292.13	-46,395.25	0.00	-542,722.87	37.5%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 UTILITY BILLING								
520 51200	SALARIES	309,427.00	309,427.00	165,142.31	23,624.39	0.00	144,284.69	53.4%
520 51400	OVERTIME	2,000.00	2,000.00	1,068.34	156.42	0.00	931.66	53.4%
520 52100	FICA	23,825.00	23,825.00	12,529.49	1,812.30	0.00	11,295.51	52.6%
520 52200	RETIREMENT	66,836.00	66,836.00	36,074.31	5,223.04	0.00	30,761.69	54.0%
520 52300	HEALTH INSUR	52,583.00	52,583.00	35,269.65	4,942.92	0.00	17,313.35	67.1%
520 52301	LIFE INSUR	1,637.00	1,637.00	656.08	94.82	0.00	980.92	40.1%
520 52400	WORKERS' COMP	345.00	345.00	200.00	29.00	0.00	145.00	58.0%
520 53400	CONTRACTUAL	32,244.00	32,244.00	22,491.48	395.94	0.00	9,752.52	69.8%
520 54000	TRAINING/TRAVEL	3,575.00	3,575.00	683.22	115.67	0.00	2,891.78	19.1%
520 54100	COMM - PHONE/FAX/ALARM	1,032.00	1,032.00	289.22	48.28	0.00	742.78	28.0%
520 54103	COMMUNICATIONS-INTERNET	1,800.00	1,800.00	784.56	112.08	0.00	1,015.44	43.6%
520 54200	POSTAGE	47,500.00	47,500.00	31,992.00	3,999.00	0.00	15,508.00	67.4%
520 54300	UTILITIES ELECTRIC	3,675.00	3,675.00	1,170.99	0.00	0.00	2,504.01	31.9%
520 54310	UTILITIES-WATER & WASTEWATER	1,100.00	1,100.00	341.70	0.00	0.00	758.30	31.1%
520 54610	R/M BLDG & GROUNDS	750.00	750.00	0.00	0.00	0.00	750.00	.0%
520 54611	R/M FACILITIES	2,500.00	2,500.00	113.58	41.64	0.00	2,386.42	4.5%
520 54620	R/M EQUIPMENT	700.00	700.00	0.00	0.00	0.00	700.00	.0%
520 54700	PRINTING	8,100.00	8,100.00	5,291.25	0.00	0.00	2,808.75	65.3%
520 54902	BAD DEBT EXPENSE	2,000.00	2,000.00	1,257.66	7.37	0.00	742.34	62.9%
520 55100	OFFICE SUPPLIES	3,994.00	3,994.00	658.49	179.98	0.00	3,335.51	16.5%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
520 55200	OPERATING SUPPLIES						
	6,330.00	6,330.00	4,954.77	1,950.75	0.00	1,375.23	78.3%
520 55210	UNIFORMS						
	700.00	700.00	800.00	400.00	0.00	-100.00	114.3%
520 55220	JANITORIAL SUPPLIES						
	685.00	685.00	322.22	0.00	0.00	362.78	47.0%
520 56300 23024	IMPROVEMENTS						
	20,000.00	20,000.00	19,826.80	19,826.80	173.20	0.00	100.0%
520 56400	MACH/EQUIP						
	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	.0%
520 59990	RESERVE						
	250,677.00	250,677.00	0.00	0.00	0.00	250,677.00	.0%
TOTAL UTILITY BILLING							
	869,015.00	869,015.00	341,918.12	62,960.40	173.20	526,923.68	39.4%
TOTAL EXPENSES							
	869,015.00	869,015.00	341,918.12	62,960.40	173.20	526,923.68	
GRAND TOTAL							
	869,015.00	869,015.00	341,918.12	62,960.40	173.20	526,923.68	39.4%

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

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN							
530 36110 INTEREST	-1,000.00	-1,000.00	-239.17	-36.58	0.00	-760.83	23.9%
530 38910 CASH BALANCE FORWARD	-26,503.00	-26,503.00	0.00	0.00	0.00	-26,503.00	.0%
TOTAL UTILITY ADMIN	-27,503.00	-27,503.00	-239.17	-36.58	0.00	-27,263.83	.9%
TOTAL REVENUES	-27,503.00	-27,503.00	-239.17	-36.58	0.00	-27,263.83	
5304500 WASTE WATER							
5304500 38054 CHARGES FOR UTIL ADM	-294,330.00	-294,330.00	-171,690.00	-24,528.00	0.00	-122,640.00	58.3%
TOTAL WASTE WATER	-294,330.00	-294,330.00	-171,690.00	-24,528.00	0.00	-122,640.00	58.3%
TOTAL REVENUES	-294,330.00	-294,330.00	-171,690.00	-24,528.00	0.00	-122,640.00	
5304600 WATER							
5304600 38054 CHARGES FOR UTIL ADM	-294,330.00	-294,330.00	-171,690.00	-24,528.00	0.00	-122,640.00	58.3%
TOTAL WATER	-294,330.00	-294,330.00	-171,690.00	-24,528.00	0.00	-122,640.00	58.3%
TOTAL REVENUES	-294,330.00	-294,330.00	-171,690.00	-24,528.00	0.00	-122,640.00	
5304700 STORMWATER							
5304700 38054 CHARGES FOR UTIL ADM	-30,000.00	-30,000.00	-17,500.00	-2,500.00	0.00	-12,500.00	58.3%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

5304700 STORMWATER	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL STORMWATER	-30,000.00	-30,000.00	-17,500.00	-2,500.00	0.00	-12,500.00	58.3%
TOTAL REVENUES	-30,000.00	-30,000.00	-17,500.00	-2,500.00	0.00	-12,500.00	
GRAND TOTAL	-646,163.00	-646,163.00	-361,119.17	-51,592.58	0.00	-285,043.83	55.9%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 UTILITY ADMIN								
530 51200	SALARIES	363,995.00	363,995.00	191,423.22	28,452.36	0.00	172,571.78	52.6%
530 51400	OVERTIME	2,500.00	2,500.00	1,928.84	312.10	0.00	571.16	77.2%
530 52100	FICA	27,850.00	27,850.00	13,718.26	2,046.89	0.00	14,131.74	49.3%
530 52200	RETIREMENT	78,623.00	78,623.00	42,023.30	6,277.94	0.00	36,599.70	53.4%
530 52300	HEALTH INSUR	76,243.00	76,243.00	39,216.25	5,777.36	0.00	37,026.75	51.4%
530 52301	LIFE INSUR	2,296.00	2,296.00	783.38	118.97	0.00	1,512.62	34.1%
530 52400	WORKERS' COMP	4,847.00	4,847.00	2,827.00	404.00	0.00	2,020.00	58.3%
530 53400	CONTRACTUAL	30,981.00	30,981.00	6,196.90	339.68	0.00	24,784.10	20.0%
530 54000	TRAINING/TRAVEL	4,110.00	4,110.00	2,836.00	636.00	0.00	1,274.00	69.0%
530 54100	COMM - PHONE/FAX/ALARM	864.00	864.00	144.61	24.14	0.00	719.39	16.7%
530 54101	COMMUNICATIONS-CELLULAR	3,000.00	3,000.00	331.33	0.00	0.00	2,668.67	11.0%
530 54103	COMMUNICATIONS-INTERNET	1,800.00	1,800.00	800.31	114.33	0.00	999.69	44.5%
530 54200	POSTAGE	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
530 54300	UTILITIES ELECTRIC	3,000.00	3,000.00	1,590.67	0.00	0.00	1,409.33	53.0%
530 54310	UTILITIES-WATER & WASTEWATER	800.00	800.00	341.68	0.00	0.00	458.32	42.7%
530 54610	R/M BLDG & GROUNDS	500.00	500.00	0.00	0.00	0.00	500.00	.0%
530 54611	R/M FACILITIES	2,500.00	2,500.00	145.76	41.64	0.00	2,354.24	5.8%
530 55100	OFFICE SUPPLIES	4,000.00	4,000.00	601.39	74.34	0.00	3,398.61	15.0%
530 55200	OPERATING SUPPLIES	7,030.00	7,030.00	1,186.82	0.00	0.00	5,843.18	16.9%
530 55210	UNIFORMS	1,800.00	1,800.00	1,200.00	300.00	0.00	600.00	66.7%

City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
530 55220	JANITORIAL SUPPLIES						
	4,000.00	4,000.00	322.20	0.00	0.00	3,677.80	8.1%
530 55400	BOOKS/SUBS/DUES						
	2,100.00	2,100.00	202.00	202.00	0.00	1,898.00	9.6%
530 56300 23024	IMPROVEMENTS						
	20,000.00	20,000.00	19,825.80	19,825.80	173.20	1.00	100.0%
530 56401	EQUIP-NON CAPITAL						
	0.00	0.00	1,729.59	0.00	0.00	-1,729.59	100.0%
530 59990	RESERVE						
	1,824.00	1,824.00	0.00	0.00	0.00	1,824.00	.0%
TOTAL UTILITY ADMIN							
	646,163.00	646,163.00	329,375.31	64,947.55	173.20	316,614.49	51.0%
TOTAL EXPENSES							
	646,163.00	646,163.00	329,375.31	64,947.55	173.20	316,614.49	
GRAND TOTAL							
	646,163.00	646,163.00	329,375.31	64,947.55	173.20	316,614.49	51.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

		ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
610 PENSION - GENERAL								
610 36110	INTEREST	-375,000.00	-375,000.00	-275,008.83	-65,017.85	0.00	-99,991.17	73.3%
610 36120	UNREALIZED GAIN	-55,000.00	-55,000.00	293,735.13	99,081.37	0.00	-348,735.13	-534.1%
610 36130	INCOME/LOSS/REALIZED G/L	-60,000.00	-60,000.00	-18,493.24	937.94	0.00	-41,506.76	30.8%
610 36700	GAIN/LOSS ON INVESTMENT	-500,000.00	-500,000.00	-134,761.68	-33,338.54	0.00	-365,238.32	27.0%
610 36840	CONTRIBUTIONS FROM CITY	-1,976,402.00	-1,976,402.00	-1,426,637.73	-145,775.28	0.00	-549,764.27	72.2%
610 36850	CONTRIBUTIONS FROM EMPLOYEES	-594,751.00	-594,751.00	-288,303.09	-43,867.49	0.00	-306,447.91	48.5%
610 36990	OTHER REVENUE	0.00	0.00	-16,798.14	-893.97	0.00	16,798.14	100.0%
610 38910	CASH BALANCE FORWARD	-28,983,321.00	-28,983,321.00	0.00	0.00	0.00	-28,983,321.00	.0%
610 53400	CONTRACTUAL	117,435.00	117,435.00	87,048.33	0.00	0.00	30,386.67	74.1%
610 53401	CONTRACTUAL AMERICAN CORE REA	26,400.00	26,400.00	16,516.84	8,109.33	0.00	9,883.16	62.6%
610 53404	INVESTMENT EXPENSE	35,765.00	35,765.00	23,709.22	0.00	0.00	12,055.78	66.3%
610 53600	RETIREE BENEFITS	2,137,280.00	2,137,280.00	847,416.79	283,231.08	0.00	1,289,863.21	39.6%
610 53610	CONTRIBUTION REFUNDS	0.00	0.00	43,427.83	2,897.58	0.00	-43,427.83	100.0%
610 59990	RESERVE	30,227,594.00	30,227,594.00	0.00	0.00	0.00	30,227,594.00	.0%
TOTAL PENSION - GENERAL		0.00	0.00	-848,148.57	105,364.17	0.00	848,148.57	100.0%
	TOTAL REVENUES	-32,544,474.00	-32,544,474.00	-1,866,267.58	-188,873.82	0.00	-30,678,206.42	
	TOTAL EXPENSES	32,544,474.00	32,544,474.00	1,018,119.01	294,237.99	0.00	31,526,354.99	
	GRAND TOTAL	0.00	0.00	-848,148.57	105,364.17	0.00	848,148.57	100.0%

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City of Fernandina Beach
YEAR-TO-DATE BUDGET REPORT

FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 31251	STATE/FIRE INSURANCE TAX						
	-115,000.00	-115,000.00	-3,218.40	0.00	0.00	-111,781.60	2.8%
620 31252	STATE/POLICE INSURANCE TAX						
	-110,000.00	-110,000.00	0.00	0.00	0.00	-110,000.00	.0%
620 36110	INTEREST						
	-450,000.00	-450,000.00	-259,140.63	-66,234.88	0.00	-190,859.37	57.6%
620 36120	UNREALIZED GAIN						
	-55,000.00	-55,000.00	336,379.23	113,465.88	0.00	-391,379.23	-611.6%
620 36130	INCOME/LOSS/REALIZED G/L						
	-70,000.00	-70,000.00	-21,178.06	1,074.11	0.00	-48,821.94	30.3%
620 36700	GAIN/LOSS ON INVESTMENT						
	-500,000.00	-500,000.00	-259,228.43	-3,824.53	0.00	-240,771.57	51.8%
620 36850	CONTRIBUTIONS FROM EMPLOYEES						
	-358,529.00	-358,529.00	-197,781.12	-28,162.58	0.00	-160,747.88	55.2%
620 36990	OTHER REVENUE						
	0.00	0.00	1,461.44	-703.91	0.00	-1,461.44	100.0%
620 38910	CASH BALANCE FORWARD						
	-34,931,466.00	-34,931,466.00	0.00	0.00	0.00	-34,931,466.00	.0%
TOTAL PENSION - POLICE/FIRE							
	-36,589,995.00	-36,589,995.00	-402,705.97	15,614.09	0.00	-36,187,289.03	1.1%
TOTAL REVENUES							
	-36,589,995.00	-36,589,995.00	-402,705.97	15,614.09	0.00	-36,187,289.03	
6202100 POLICE							
6202100 36840	CONTRIBUTIONS FROM CITY						
	-771,689.00	-771,689.00	-588,537.54	-58,864.76	0.00	-183,151.46	76.3%
TOTAL POLICE							
	-771,689.00	-771,689.00	-588,537.54	-58,864.76	0.00	-183,151.46	76.3%
TOTAL REVENUES							
	-771,689.00	-771,689.00	-588,537.54	-58,864.76	0.00	-183,151.46	
6202200 FIRE							
6202200 36840	CONTRIBUTIONS FROM CITY						
	-791,507.00	-791,507.00	-462,422.34	-46,250.88	0.00	-329,084.66	58.4%

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6202200 FIRE	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
TOTAL FIRE	-791,507.00	-791,507.00	-462,422.34	-46,250.88	0.00	-329,084.66	58.4%
TOTAL REVENUES	-791,507.00	-791,507.00	-462,422.34	-46,250.88	0.00	-329,084.66	
GRAND TOTAL	-38,153,191.00	-38,153,191.00	-1,453,665.85	-89,501.55	0.00	-36,699,525.15	3.8%

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FOR 2023 07

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
620 PENSION - POLICE/FIRE							
620 53400	CONTRACTUAL						
	120,700.00	120,700.00	72,723.41	0.00	0.00	47,976.59	60.3%
620 53401	CONTRACTUAL-AMERICAN CORE REA						
	21,630.00	21,630.00	18,914.73	9,286.63	0.00	2,715.27	87.4%
620 53404	INVESTMENT EXPENSE						
	53,000.00	53,000.00	34,139.24	10.00	0.00	18,860.76	64.4%
620 53600	RETIREE BENEFITS						
	1,980,000.00	1,980,000.00	850,913.03	292,681.68	0.00	1,129,086.97	43.0%
620 53610	CONTRIBUTION REFUNDS						
	0.00	0.00	474,841.78	473,275.70	0.00	-474,841.78	100.0%
620 59990	RESERVE						
	35,977,861.00	35,977,861.00	0.00	0.00	0.00	35,977,861.00	.0%
TOTAL PENSION - POLICE/FIRE							
	38,153,191.00	38,153,191.00	1,451,532.19	775,254.01	0.00	36,701,658.81	3.8%
TOTAL EXPENSES							
	38,153,191.00	38,153,191.00	1,451,532.19	775,254.01	0.00	36,701,658.81	
GRAND TOTAL							
	38,153,191.00	38,153,191.00	1,451,532.19	775,254.01	0.00	36,701,658.81	3.8%

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

City of Fernandina Beach
Accounts Receivable Analysis

4/30/2023

Utility Billing - Current Accounts

Number of Customers		Delinquency Days	$		Avg Monthly Billing
9,352	**Active Customers**				**$ 1,108,069.87**
455		30	44,691.80		
54		60	4,157.87	*	*payment terms
14		90	755.82	*	
7		120+	595.67	*	
455		**Total**	**$ 50,201.16**		

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

60 accts. w/delinquent balances	**$**	**10,365.96**

Utility Billings in Collections

Year based on final billing date	# of Accounts Transferred	Amt of $ Transferred	Amt of $ Recovered by CCI	Amt of $ Recovered by UB	**Total $ Recovered**	**% recovered**
			-			
2014 Charged Off	Effective 9/30/17	-	-	-		**0.00%**
2015 Charged Off	Effective 9/30/18	-	-	-		**0.00%**
2016 Charged Off	Effective 9/30/20	-	-	-		**0.00%**
2017 Charged Off	Effective 9/30/21	-	-	-		**0.00%**
2018 Charged Off	Effective 9/30/22	-	-	-		**0.00%**
2019 (thru Dec)	158	46,319.16	932.35	3,814.79		**10.25%**
2020 (thru Dec)	164	29,945.44	1,550.60	2,654.99		**14.04%**
2021 (thru Dec)	234	49,949.31	1,114.45	2,142.66		**6.52%**
2022 (thru Dec)	154	35,276.14	483.44			
		$ 161,490.05	$ 4,080.84	$ 8,612.44	**$ 12,693.28**	**7.86%**
Recovered to date		$ (12,693.28)				
Balance currently at CCI		**$ 148,796.77**				

Airport

Number of Customers		Delinquency Days	$		Avg Mo'ly Billing	
71	**ALL Customers**				**$61,082.78**	
					(Amelia Island Aviation - acct closed)	
22		30	34,334.98		$ -	
0		60	-		$ -	
3		90	6,194.94		$ -	
1		120+	83.75		$ -	
					$ 8,758.77	
22		**Sub Total**	**$ 40,613.67**		**$ 8,758.77**	**$ 49,372.44**

Marina

Number of Customers		Delinquency Days	$		Avg Mo'ly Billing
440	**ALL Customers**				**$283,781**
41		30	25,099.77		
		60	4,150.01		
		90	4,440.45		
		120	1,586.45		
		150+	-		
			35,276.68		
	Customer paid in Advnace		-	Deposit	
	Total A/R Balance		35,276.68		

Peck Center & Other City Leases

Number of Customers		Delinquency Days	$		Avg Mo'ly Billing
6	**ALL Customers**				**2,416.29**
3		30	524.51		
0		60	-		
0		90	-		
0		120+	-		
3		**Sub Total**	**$ 524.51**		

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Discussion
Amelia River Golf Course Lease

ITEM TYPE: Discussion

REQUESTED ACTION: At the pleasure of the Commission.

SYNOPSIS: Amelia River Golf, LLC, leases a parcel of Airport property. Current allowable uses within the lease include a "golf course" and "lodging facility". The leaseholder wishes to amend the lease to include the additional uses of "solar farm" and "aeronautical and non-aeronautical hangars."

FISCAL IMPACT:

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): No additional comments.

Charles George, Interim City Manager 5/12/2023

Katie A Newton

Date: May 12, 2023

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION:

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-72
Protected Heritage Tree Designations - Various Locations.

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-72.

SYNOPSIS: The attached Resolution seeks approval for "Protected Heritage Tree" designation to five private and five public trees in accordance with Land Development Code Section 4.05.15 procedures on private property at 202 N. 18TH Street; 1315 Broome Street; 2200 Atlantic Avenue; one tree located on private property in the common areas of Shell Cove subdivision; and five trees located on public land at 304 Division Street; 701 S. 6TH Street; Fernandina Beach Golf Course; 1324 Broome Street; and 13 S. 13TH Street.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-72.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	4/24/2023
Agnes White, Administrative Services Manager	4/28/2023
Charles George, Interim City Manager	4/28/2023
Tammi E. Bach, City Attorney	5/8/2023

Sylvie McCann

Date: April 21, 2023

Submitted By: Sylvie McCann, Administrative Coordinator

COMMISSION ACTION: Adopt

RESOLUTION 2023-72

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, DESIGNATING FOUR (4) TREES LOCATED ON PRIVATE PROPERTY AT 202 N. 18TH STREET, 1315 BROOME STREET, 2200 ATLANTIC AVENUE, AS PROTECTED HERITAGE TREES, ONE (1) TREE LOCATED ON PRIVATE PROPERTY IN THE COMMON AREAS OF SHELL COVE SUBDIVISION AS A PROTECTED HERITAGE TREE, AND FIVE (5) TREES LOCATED ON PUBLIC LAND AT 304 DIVISION STREET, 701 S. 6TH STREET, FERNANDINA BEACH GOLF COURSE, 1324 BROOME STREET, 13 S. 13TH STREET, AS PROTECTED HERITAGE TREES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the private property owners for sites located on 202 N. 18th Street, 1315 Broome Street, 2200 Atlantic Avenue, Shell Cove HOA, and the City of Fernandina Beach, as owner, seek Heritage Tree designation of certain live oaks which have for many years represented community icons for the City; and

WHEREAS, these trees, individually and collectively, meet and exceed the criteria required for heritage tree designation as defined in the Land Development Code, Section 4.05.15; and

WHEREAS, the City and/or property owners had local arborists evaluate the trees to determine that they are in good condition and health at the present time and measure as follows:

1. 202 N. 18th Street – Multi Stem Live Oak – Multi Stem Live Oak – totaling 105” DBH;
2. 1315 Broome Street (West Side) – Live Oak – totaling 39" DBH;
3. 1315 Broome Street (East Side) – Live Oak – totaling 36" DBH;
4. 2200 Atlantic Avenue – Live Oak – totaling 59” DBH;
5. Shell Cove Subdivision (near retention pond) – Multi Trunk Live Oak – totaling 80” DBH;
6. 304 Division (ROW) – Live Oak - totaling 52" Diameter Breast Height (DBH);
7. 701 S.6th Street (ROW) – Live Oak – totaling 71" DBH;
8. Fernandina Beach Golf Course (West Side of Club House) – Live Oak – totaling 81” DBH;
9. 1324 Broome Street (ROW) – Live Oak – totaling 44” DBH; and
10. 13 S. 13th Street (ROW) – Live Oak – totaling 56” DBH;

WHEREAS, it is estimated that these trees will continue to provide public benefits through storm water management, energy savings, a reduction of carbon dioxide, and improved air quality.

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

SECTION 1. The designation of "Heritage Tree" to the aforementioned trees is hereby granted by the City of Fernandina Beach. See attached Exhibit A.

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

ADOPTED this 16th day of May, 2023.

CITY OF FFRNANDINA BEACH

_____

BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

Resolution 2023-72
Exhibit "A"

City of Fernandina Beach Heritage Tree Nomination Form

*Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: **The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.***

The owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following and return to the Planning & Conservation Department. Please include photograph(s) and any additional documentation.

Location of the Tree: 202 N 18TH ST

Diameter of trunk at 4.5 feet above ground: ~~52"~~ 70" + 35" MULTITRUNK

Species/ Common Name: OAK

Why is this tree special? # 13 on Manzio + Orapello "OAKS of Amelia SITE

Lat 30°40'19" Long 81°26'42"

Nominator's Name Jim Tobias **Phone** 261-2954 **E-mail** JP.Tobias@ATT.NET

Nominator's Address 202 N 14TH ST **City** Fernandina Beach **State** FL **Zip** 32034

Owner's Name SAME **Phone** _____ **E-mail** _____

Owner's Address _____ **City** _____ **State** _____ **Zip** _____

Owner (signature) _____

State of Florida
County of NASSAU

Sworn and subscribed to me on this 24 day of January, 2023 by James Stanley Tobias, by means of physical presence, who provided Florida Drivers License as identification.

Deborah St Hart
Signature of Notary

My Commission expires: 07-07-2026

DEBORAH ANN ST.HART
Notary Public - State of Florida
Commission # HH 246021
My Comm. Expires Jul 7, 2026
Bonded through National Notary Assn.

If you have questions about this form, please call the Planning & Conservation Department at 904-310-3480.
Nominating a tree provides recognition of a tree's intrinsic worth and value to the community.

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

On January 31, 2023, using a rubber mallet and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) on the corner of N 18th St and Broome St. The tree is growing on private property. This tree is a multi-stem tree with two main trunks. The first trunk has a diameter of 70 inches at breast height and the other 35 inches at breast height. The larger trunk then splits at 5 feet into several large leaders that span the canopy. The tree canopy is approximately 40 feet high and 55 feet wide and appears in very good health. Using the rubber mallet, hollowness was detected on one leader but the leader had been cut in the past and presents no danger of branch failure now. No visible cavities were seen in the tree or signs of decay. The trunk flare had no hollowness detected with a probing rod. Weight reduction pruning will help with this tree since it has such a large canopy spread. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480




North 18th


186



City of Fernandina Beach Heritage Tree Nomination Form

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: ***The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.***

The owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following and return to the Planning & Conservation Department. Please include photograph(s) and any additional documentation.

Location of the Tree: 815 Broome St Tree #01

Diameter of trunk at 4.5 feet above ground: 39"

Species/ Common Name: Live Oak

Why is this tree special?

150+ years old
much shade provided for neighborhood

Nominator's Name Kim Wolford **Phone** 703 717 1107 **E-mail** rexsmom3275@gmail.com

Nominator's Address 815 Broome St **City** FB **State** FL **Zip** 32034

Owner's Name Kim Wolford **Phone** _____ **E-mail** _____

Owner's Address 815 Broome St **City** FB **State** _____ **Zip** _____

Owner (signature) _____

State of Florida
County of Nassau

Sworn and subscribed to me on this 1st *day of* March, 2023, *by* Kim Wolford

_____, *by means of* physical presence, *who provided* FL Drivers license.

_____ *as identification.*

_____
Signature of Notary SYLVIE MCCANN
My Commission expires: 11/12/2024

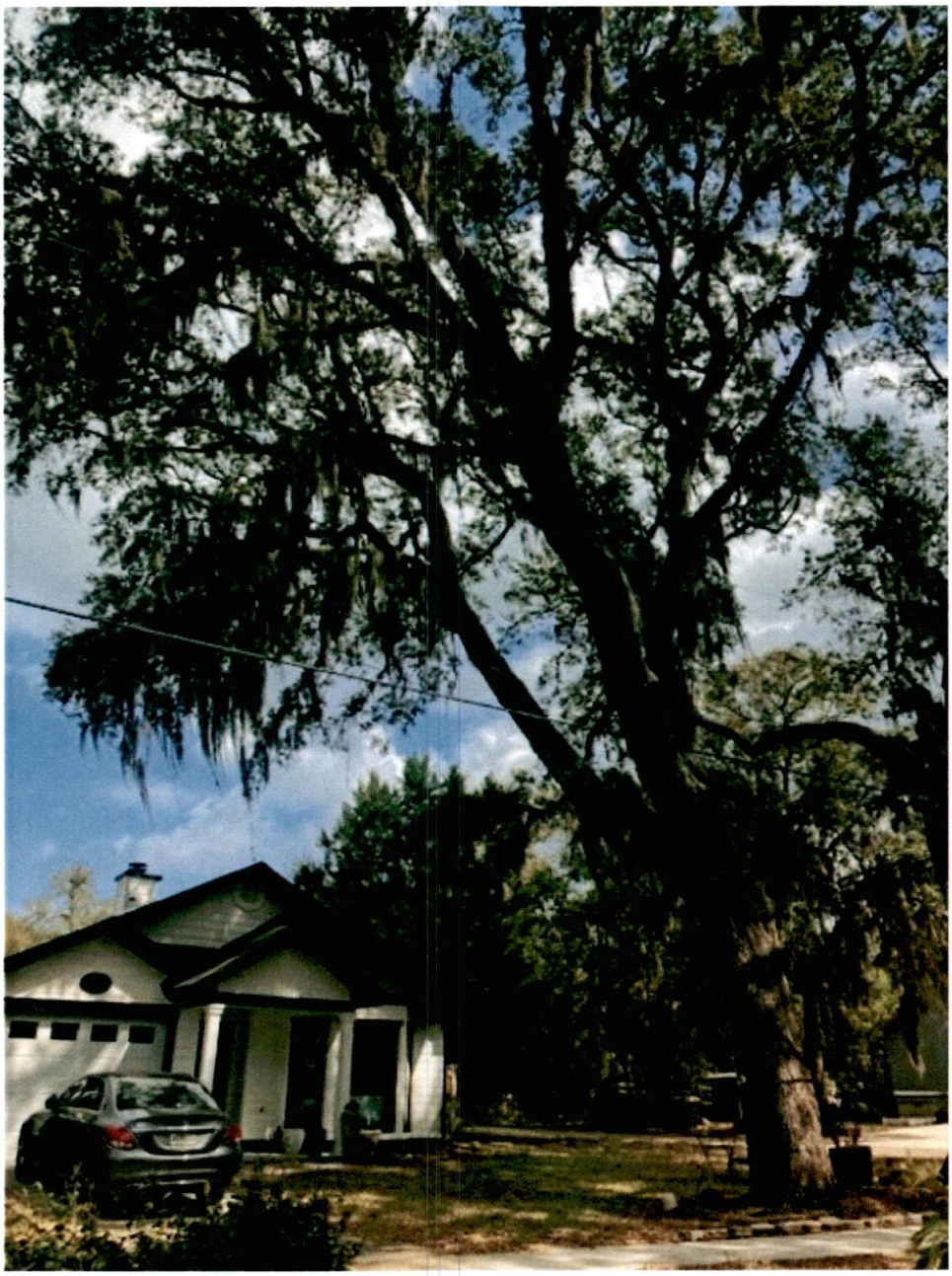
SYLVIE MCCANN
Notary Public-State of Florida
Commission # HH 56480
My Commission Expires
November 12, 2024

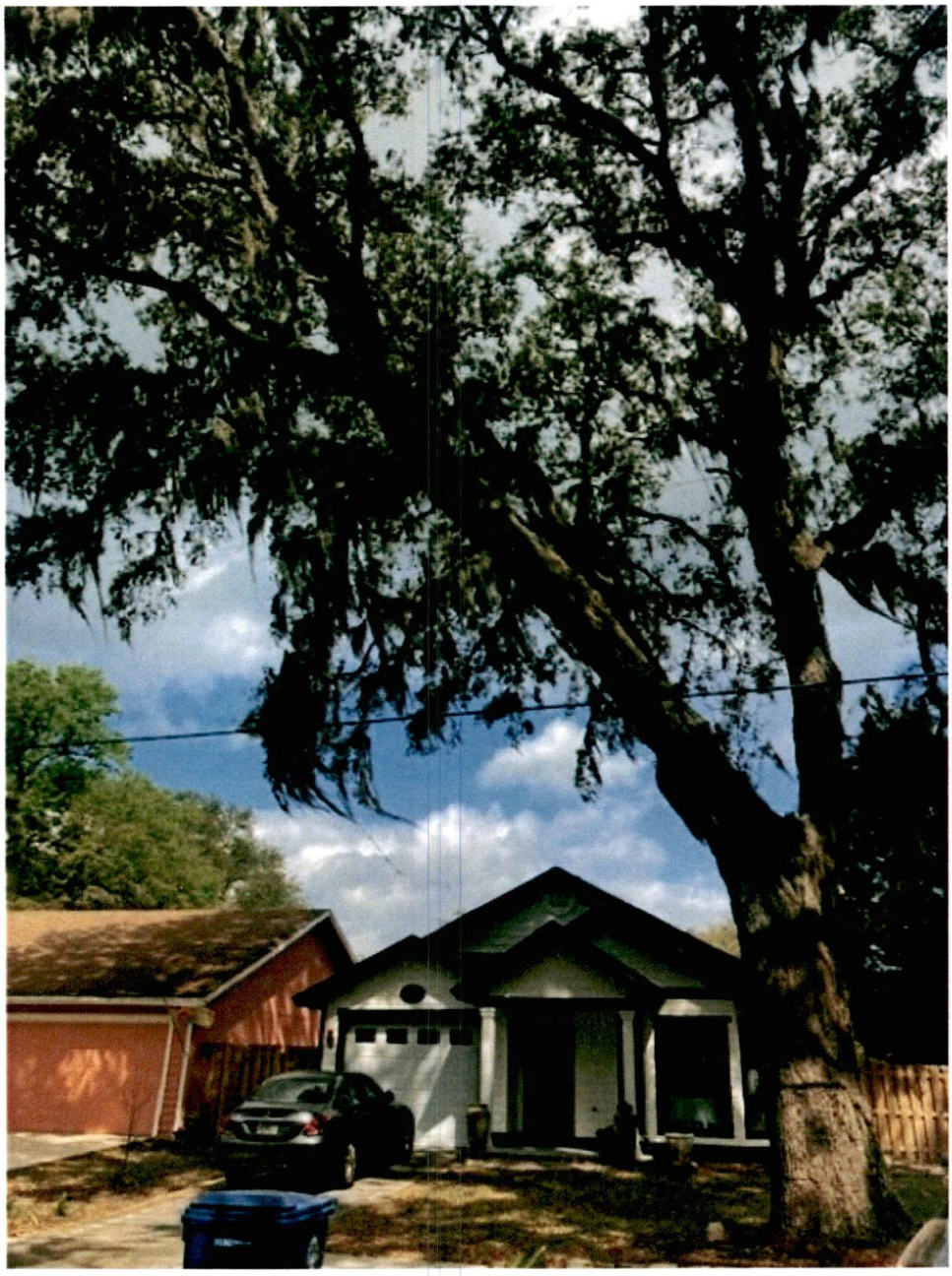
If you have questions about this form, please call the Planning & Conservation Department at 904-310-3480.
Nominating a tree provides recognition of a tree's intrinsic worth and value to the community.

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

On February 28, 2023, using a rubber mallet, metal porbe, and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) at 1315 Broome St. The tree is growing on private property and is one of two trees in the front yard. This tree is on the west side of the two trees. This tree has a main trunk that splits into two large stems at 15 feet. The crotch has a nice "U" shape showing that there is no included bark. The trunk has a diameter of 39 inches at breast height. The tree canopy is approximately 40 feet high and 35 feet wide and appears in very good health. Using the rubber mallet, hollowness was not detected. No visible cavities were seen in the tree or signs of decay. The trunk flare had a great spread with anchor roots on all sides when inspected using a probing rod. This tree has been pruned over the past to keep it off nearby power lines which accounts for its narrow canopy spread. The health of this tree appears good by its leaf coverage and color. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480





City of Fernandina Beach Heritage Tree Nomination Form

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: ***The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.***

The owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following and return to the Planning & Conservation Department. Please include photograph(s) and any additional documentation.

Location of the Tree: 1315 Broome St FB FL Tree #02

Diameter of trunk at 4.5 feet above ground: 36"

Species/ Common Name: live oak

Why is this tree special? 150+ years old provides much shade for street

Nominator's Name Kim Wolford **Phone** 703 717 1167 **E-mail** rexsmom32735@gmail.com

Nominator's Address 1315 Broome St **City** FB **State** F **Zip** 32034

Owner's Name Kim Wolford **Phone** _____ **E-mail** _____

Owner's Address 1315 Broome **City** _____ **State** _____ **Zip** _____

Owner (signature) _____

State of Florida
County of NASSAU

Sworn and subscribed to me on this 1st *day of* MARCH, 20__, *by* Kim Wolford

_____, *by means of physical presence, who provided* FL Drivers License

_____ *as identification.*

Sylvie McCann
Signature of Notary SYLVIE MCCANN

My Commission expires: 11/12/2024

SYLVIE MCCANN
Notary Public-State of Florida
Commission # HH 56480
My Commission Expires
November 12, 2024

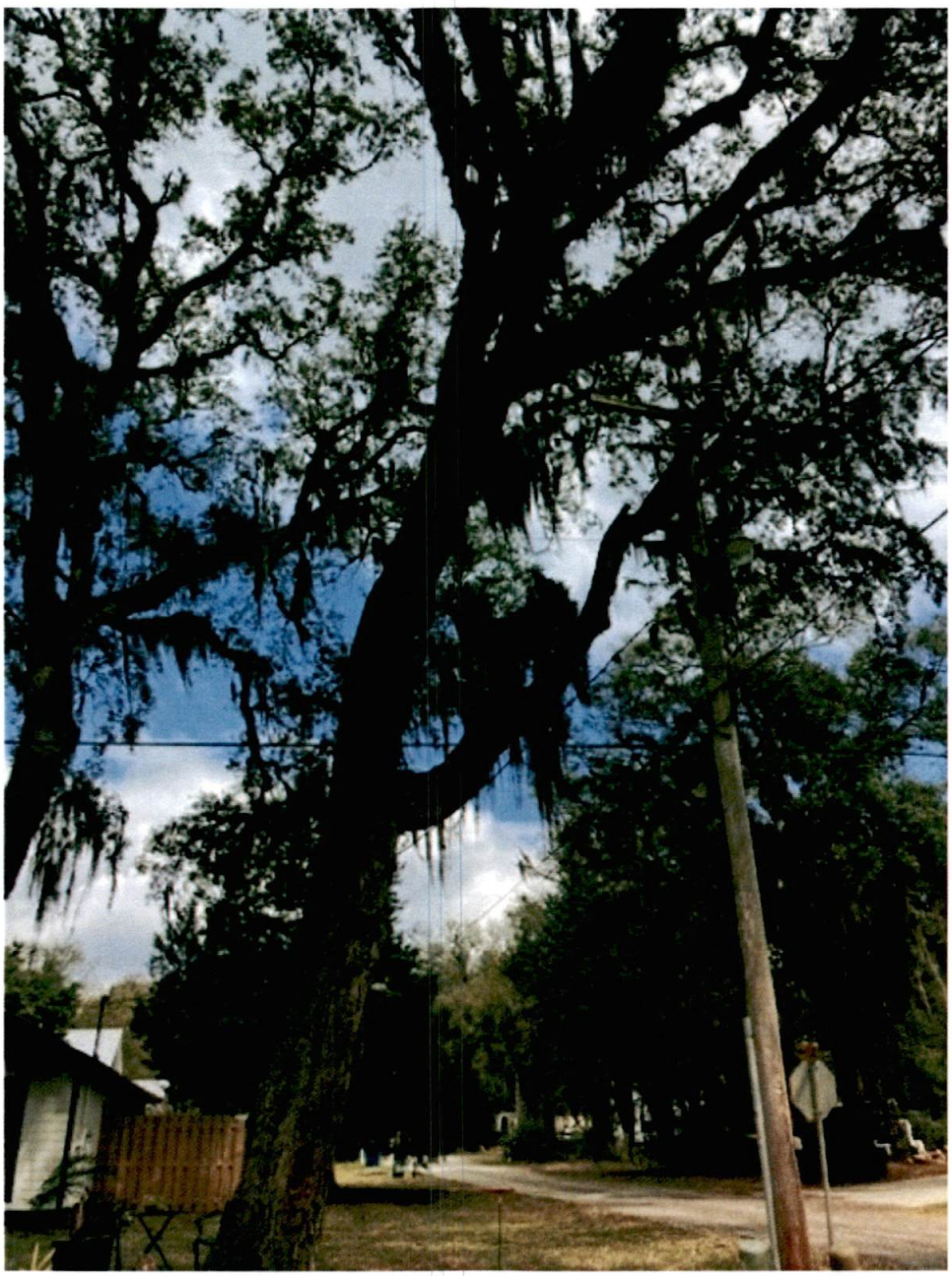
If you have questions about this form, please call the Planning & Conservation Department at 904-310-3480.
Nominating a tree provides recognition of a tree's intrinsic worth and value to the community.

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

On February 28, 2023, using a rubber mallet, metal porbe, and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) at 1315 Broome St. The tree is growing on private property and is one of two trees in the front yard. This tree is on the east side of the two trees. This tree has a main trunk that then spreads out at about 20 feet. The trunk has a diameter of 36 inches at breast height. This tree has a slight lean to the east. The tree canopy is approximately 45 feet high and 45 feet wide. Using the rubber mallet, hollowness was not detected. No visible cavities were seen in the tree or signs of decay. The trunk flare had a great spread with anchor roots on all sides when inspected using a probing rod. This tree has been pruned over the past to keep it off nearby power lines on both the east and south side of this tree. The health of this tree appears good by its leaf coverage and color. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480


DEAD END



City of Fernandina Beach Heritage Tree Nomination Form

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: ***The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.***

The owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following and return to the Planning & Conservation Department. Please include photograph(s) and any additional documentation.

Location of the Tree: 2200 Atlantic Ave. Fernandina Beach, FL 32034

Diameter of trunk at 4.5 feet above ground: 16' 1½" (193½ inches) = 5' ~ diameter

Species/ Common Name: Quercus virginiana, Live Oak

Why is this tree special? Generations have strolled the main road, Atlantic Avenue, stopping when catching a glimpse of this magnificent specimen of live oak. There is no doubt the families of the Egmont Plantation were instrumental in the area of its planting. The species of birds that use this tree for nesting, foraging and community are numerous. I cannot express in words the joy ↓

Nominator's Name Arthur Herman **Phone** 917-807-9142 **E-mail** Hart98740@aol.com

Nominator's Address 2116 Belvedere Ave **City** FB **State** FL **Zip** 32034

Owner's Name Robby & Sherri Hair **Phone** 904-333-8539 **E-mail** sherrihair2@yahoo.com

Owner's Address 2200 Atlantic Ave. **City** Fernandina **State** FL **Zip** 32034

Owner (signature) Sherri Hair

State of Florida
County of NASSAU

Sworn and subscribed to me on this 14 day of April, 2023, by Sherri HAIR

_____, by means of physical presence, who provided Florida DRIVERS License as identification.

Deborah St Hart
Signature of Notary

My Commission expires: 07-07-2026

DEBORAH ANN ST.HART
Notary Public - State of Florida
Commission # HH 246021
My Comm. Expires Jul 7, 2026
Bonded through National Notary Assn.

If you have questions about this form, please call the Planning & Conservation Department at 904-310-3480.
Nominating a tree provides recognition of a tree's intrinsic worth and value to the community.

↓ this tree has brought to our family and will continue to for generations more.

SOUTHERN MAGNOLIA

59"

80 FT SPREAD

40 FT TALL

ALL ANCHOR ROOTS ALL AROUND

LEAVES SMALL AND YELLOW

SPARSE LEAVES

YES ON TREE

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

On April 21, 2023, using a rubber mallet, a probing rod, and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) in the front yard at 2200 Atlantic Ave. The tree is 59 inches diameter at breast height. The tree spreads at 15 feet into a large canopy with multiple main leaders spreading across the front yard. The tree canopy is approximately 50 feet high and 80 feet wide and appears in good health. The leaves are lighter in color than they should be and the owners stated they will contact a local company and give the tree the necessary nutrients for better health. Using the rubber mallet, no hollowness was detected. No signs of decay were seen from the ground level. Anchor roots were detected on all sides using the probing rod. The canopy of this tree is thin but with the future application of nutrients, leave coverage will better. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480



3-22-22

City of Fernandina Beach Heritage Tree Nomination Form

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: ***The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.***

The owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following and return to the Planning & Conservation Department. Please include photograph(s) and any additional documentation.

Location of the Tree: NORTH EAST ENTRANCE COMING SHELL COVE CIRCLE

Diameter of trunk at 4.5 feet above ground: 32" + 48" MULTI TRUNK

Species/ Common Name: LIVE OAK (QUERCUS VIRGINIANA)

Why is this tree special? TREE HAS A LARGE SPREADING ROOT AND A MAJOR CABLE WITH GROWTH BEGINNING AT AT 3 FT. CANOPY IS HEALTHY AND VIBRANT. TREE IS IN COMMON AREA.

Nominator's Name JANICE STAEVE **Phone** 304-282-2929 **E-mail**

Nominator's Address 2102 SHELL COVE CIRCLE **City** FB **State** FL **Zip** 32034

Owner's Name Shell Cove Homeowners Assoc INC. **Phone** 904-277-6597 **E-mail** joanne@galphincam.com

Owner's Address 1880 South 14th ST, Suite 203 **City** Fernandina Beach **State** FL **Zip** 32034

HOA President

Owner (signature)

State of Florida
County of Nassau County

Sworn and subscribed to me on this 20 *day of* January, 2023, *by* Lawrence Bonnett

, *by means of physical presence, who provided* KNOWN PERSON

as identification.

Signature of Notary

My Commission expires: 10/20/2026

ANTHONY J. ANDERSON
Commission # HH 313990
Expires September 20 2

If you have questions about this form, please call the Planning & Conservation Department at 904-310-3480.
Nominating a tree provides recognition of a tree's intrinsic worth and value to the community.

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

On March 22, 2022, using a rubber mallet and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) growing in the common area near the retention pond in the Shell Cove neighborhood. The tree has a diameter of 32 and 48 inch multi trunk at breast height. This tree trunk grows about 3 feet up then splits to two main leaders. The 32 inch diameter lead grows closer to the ground while the 48 inch lead grows straight up and splits again at about 9 feet. The tree canopy is approximately 30 feet high and 40 feet wide and appears in moderate health. The canopy appears to be thin in coverage. A girdling root is at the trunk flare. A metal cable is embedded into the trunk at 3 feet high. Using the rubber mallet, no hollowness was discovered at the sounding level. A cavity is on the lower lead, but the decay doesn't appear to have spread too far. The trunk flare had no hollowness detected when using a probe. The tree is located near a retention pond. Care should be taken when applying herbicide to the pond for pond weeds. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480



Print

Heritage Tree Nomination Form - Submission #11148

Date Submitted: 3/28/2023

Description

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.

If located on private property, the owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following. Please include photograph(s) and any additional documentation you believe to be pertinent.

Location of the Tree

304 Division Street

Diameter of trunk at 4.5 feet above ground

52 inches

Species/Common Name

Live Oak

Why is this tree special?

See attached letter.

Nominator's Name

Daphne Forehand

Nominator's Phone Number

904-310-3483

Nominator's E-mail Address

dforehand@fbfl.city

Nominator's Address

831 Division Street

Address2

City

Fernandina Beach

State

FL

Zip

32034

Is the tree on Private Property?*

- [ ] Yes
- [x] No

Owner's Name

Owner's Phone Number

Owner's E-mail Address

Address1

Address2

City

State

Zip

Pictures Upload*

DFTREE.png

Pictures Upload2

DFTREE2.png

Pictures Upload3

DFTREE3.png

Pictures Upload4

DF.pdf

Pictures Upload5

Choose File | No file selected

Owner's Signature

Date: 03/28/2023
To: Dave Neville, City Arborist
From: Daphne Forehand, City Resident
Subject: Heritage Tree Nomination: 304 Division Street (in the City ROW)

Mr. Neville,

As a resident of 831 Division Street. I am writing to express my enthusiastic support for the nomination of a magnificent live oak tree located in the City's right-of-way at 304 Division Street for designation as a Heritage Tree. This remarkable tree is truly one of a kind and represents some of the last remaining substantial canopy cover in this area of the city.

What makes this tree so special is its enormous size, with a diameter of 52 inches, and the fact that its branches extend across the road, providing a breathtaking sight for anyone passing by. The tree also serves as a vital habitat for a wide variety of bird species and mammals, including squirrels, rats, and opossums.

Not only does this tree provide much-needed habitat, but it also provides substantial shade cover, protecting a large area of land from the sun's harmful rays. It's truly amazing to see the difference this tree makes, both for the environment and for the people who live in the area.

In addition to its ecological importance, this live oak tree is a beautiful and awe-inspiring sight to behold. It has stood the test of time and has undoubtedly witnessed countless changes in the surrounding landscape. Providing a Heritage Tree designation for this tree would not only honor its rich history but also ensure that future generations can enjoy and appreciate its beauty for years to come.

In conclusion, I strongly urge you to support the nomination of this live oak tree for Heritage Tree designation. It's a true treasure and deserves to be recognized as such.

Sincerely,



Daphne M. Forehand

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

On March 28, 2023, using a rubber mallet, a probing rod, and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) on the corner of Division St and Cedar St at 304 Division St. The tree is growing in the right of way. The tree is 52 inches diameter at breast height. The tree spreads at 15 feet into a large canopy extending over Division St. The tree canopy is approximately 50 feet high and 75 feet wide and appears in very good health. Using the rubber mallet, no hollowness was detected. No signs of decay were seen from the ground level. Anchor roots were detected on all sides using the probing rod. The canopy of this tree is moderate with good leaf size but lighter than normal healthy color of green. This maybe due to the time of year during this assessment. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480







City of Fernandina Beach Heritage Tree Nomination Form

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: ***The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.***

The owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following and return to the Planning & Conservation Department. Please include photograph(s) and any additional documentation.

Location of the Tree: 701 S. 6TH ST (ROW)

Diameter of trunk at 4.5 feet above ground: 71"

Species/ Common Name: QUERCUS VIRGINIA / LIVE OAK

Why is this tree special? TREE IS VERY LARGE WITH A CANOPY COVERAGE OVER S. 6TH ST PROVIDING SHADE AND HABITAT FOR WILD LIFE

Nominator's Name DARIO NAVARRETE (COFB) **Phone** 904-310-3480 **E-mail** DNAVARRETE@FBFL.ORG

Nominator's Address 204 1ST ST **City** FERNANDINA BEACH **State** FL **Zip** 32034

Owner's Name COFB **Phone** _____ **E-mail** _____

Owner's Address _____ **City** _____ **State** _____ **Zip** _____

Owner (signature) _____

State of Florida
County of _____

Sworn and subscribed to me on this ____ *day of* _____, 20____, *by* _____

_____, *by means of physical presence, who provided* _____

_____ *as identification.*

_____
Signature of Notary

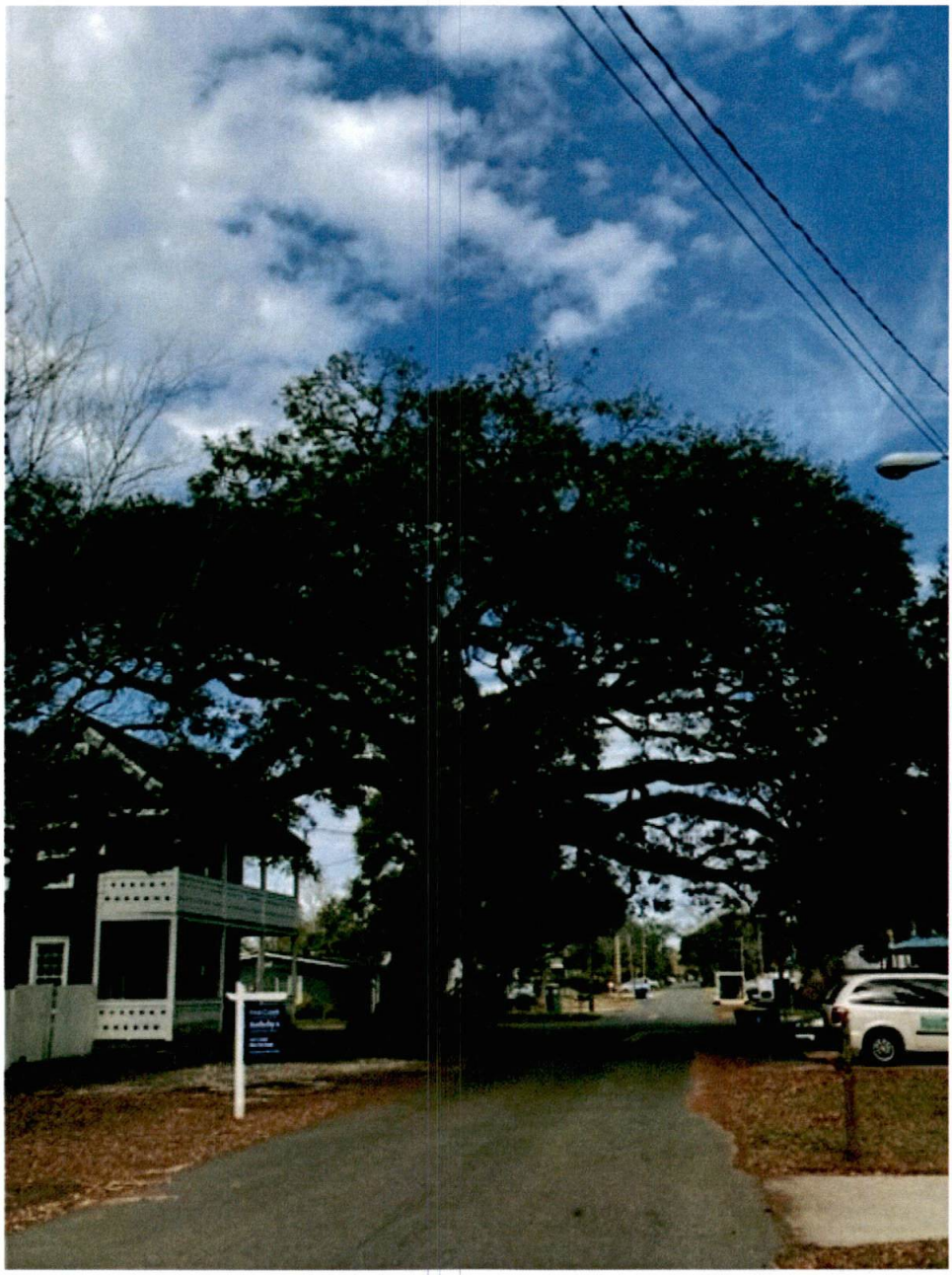
My Commission expires: _____

If you have questions about this form, please call the Planning & Conservation Department at 904-310-3480.
Nominating a tree provides recognition of a tree's intrinsic worth and value to the community.

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

On January 31, 2023, using a rubber mallet and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) in front of 701 S 6th St. The tree is growing in the right of way. The tree is 71 inches diameter at breast height. The tree forks at 15 feet into two large leaders and has a slight lean towards the road. The tree canopy is approximately 50 feet high and 75 feet wide and appears in very good health. Using the rubber mallet, no hollowness was detected. No visible cavities were seen in the tree or signs of decay. The trunk flare had no hollowness detected with a probing rod. This tree will need to be pruned to keep it at a height to protect it from larger vehicles and trucks as they drive under it as well as to keep it from the power lines to the north of this tree. Two palms are growing at its base and should be removed while they are small to eliminate competition for sunlight. Concrete can be seen at its base on the 6th St side. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480



City of Fernandina Beach Heritage Tree Nomination Form

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: ***The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.***

The owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following and return to the Planning & Conservation Department. Please include photograph(s) and any additional documentation.

Location of the Tree: GOLF COURSE ON WEST SIDE OF CLUB HOUSE

Diameter of trunk at 4.5 feet above ground: 81 INCHES

Species/ Common Name: QUERCUS VIRGINIANA LIVE OAK

Why is this tree special? VERY PROMINENT TREE AT THE GOLF COURSE PROVIDING SHADE TO PLAYERS AND CLUB HOUSE

Nominator's Name DAVID NOVELLI **Phone** 310-3484 **E-mail** DNOVELLI@FBFL.ORG

Nominator's Address 204 ASH ST **City** FERNANDINA BEACH **State** FL **Zip** 32034

Owner's Name COFB **Phone** SAME **E-mail** SAME

Owner's Address SAME **City** SAME **State** SAME **Zip** SAME

Owner (signature) _____

State of Florida
County of _____

Sworn and subscribed to me on this ____ *day of* _____, *20*____, *by* _____

_____, *by means of physical presence, who provided* _____

_____ *as identification.*

_____
Signature of Notary

My Commission expires: _____

If you have questions about this form, please call the Planning & Conservation Department at 904-310-3480.
Nominating a tree provides recognition of a tree's intrinsic worth and value to the community.

SOUNDING – HOLLOW ON LARGE SIDE NEAR CIVIC HOUSE BUT IS JUST BARK SEPARATING OFF

PROBE – GOOD ROOT GROWTH

45 FT TALL x 70 FT WIDE

NEEDS TO BE PRUNED!

NEEDS TO BE CLEANED AND PALM REMOVED AT CROTCH

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

On February 8, 2023, using a rubber mallet and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) growing in the city golf course found at 2800 Bill Melton Rd on the west side of the club house. The tree has a diameter of 81 inches at breast height. This tree has several main leaders at about 5 feet with a nice branch structure extending from those leaders. The tree canopy is approximately 45 feet high and 70 feet wide and appears in good health. Using the rubber mallet, hollowness was discovered at the sounding level. This hollowness is from bark sloughing off on two main stems with small holes from birds or insects getting between the bark and the hardwood. A cavity is located on the west side on a main leader at about 15 feet from an old pruning wound. Care should be taken when using herbicides to treat broadleaf weeds on the golf course that could be absorbed by the roots and harm the tree. Using a probe, the root crown appeared intact all around the tree as roots were detected on all sides. The canopy appeared healthy and vibrant. This tree should have the watersprouts removed to encourage proper growth. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480









City of Fernandina Beach Heritage Tree Nomination Form

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: ***The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.***

The owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following and return to the Planning & Conservation Department. Please include photograph(s) and any additional documentation.

Location of the Tree: 1324 Brooms St

Diameter of trunk at 4.5 feet above ground: 43.5

Species/ Common Name: live oak

Why is this tree special?

provides large shaded area for street

Nominator's Name SAME AS **Phone** _____ **E-mail** _____

Nominator's Address BELOW **City** _____ **State** _____ **Zip** _____

Owner's Name ANDREW HUGHES **Phone** 904 233 8457 **E-mail** AMHUGHES69@HOTMAIL.COM

Owner's Address 1324 BROOMS ST **City** FERNANDINA **State** FL **Zip** 32034

Owner (signature) Andrew Hughes

State of Florida
County of Nassau

Sworn and subscribed to me on this 6th *day of* March, 2023, *by* Andrew Hughes

_____, *by means of* physical presence, *who* ~~provided~~ is personally known

_____ *as identification.*

Caroline Best
Signature of Notary

My Commission expires: Aug 18, 2024

CAROLINE BEST
Notary Public - State of Florida
Commission # HH 017524
My Comm. Expires Aug 18, 2024
Bonded through National Notary Assn.

If you have questions about this form, please call the Planning & Conservation Department at 904-310-3480.
Nominating a tree provides recognition of a tree's intrinsic worth and value to the community.

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

On February 28, 2023, using a rubber mallet, metal probing rod, and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) at 1324 Broome St. The tree is growing in the right of way. This tree is on the southeast corner of the intersection with N 13th St. This tree has a main trunk that splits into two large stems at 6 feet with a large limb growing south parallel to the ground. There is no included bark. The trunk has a diameter of 44 inches at breast height. The tree canopy is approximately 50 feet high and 60 feet wide and appears in very good health. Using the rubber mallet, hollowness was detected on the large limb running south. No visible cavities were seen in the tree or signs of decay. The trunk flare had a great spread with anchor roots on all sides when inspected using a probing rod. The health of this tree appears good by its leaf coverage and color. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480





Print

Heritage Tree Nomination Form - Submission #10946

Date Submitted: 2/25/2023

Description

Any citizen, property owner or official of the city may nominate a tree to be designated as a heritage tree due to its size, age, historic, aesthetic, or cultural significance, and possession of the following characteristics: The tree is a native tree, has a diameter breast height of at least 36 inches; and, the tree is known or proven to be a part of the history of the city or the culture of its people as documented in books, periodicals, or other documents.

If located on private property, the owner's approval is needed for Heritage Tree designation. To nominate a tree, fill out the following. Please include photograph(s) and any additional documentation you believe to be pertinent.

Location of the Tree

In front of 10 S. 13th Street, Fernandina Beach FL

Diameter of trunk at 4.5 feet above ground

52"

Species/Common Name

Live Oak

Why is this tree special?

Becuase of its age, size, canopy and beauty.

Nominator's Name

Rick and Wendy Lee

Nominator's Phone Number

8645427979

Nominator's E-mail Address

wendy.haithcox@yahoo.com

Nominator's Address

10 S. 13th Street

Address2

City

Fernandina Beach

State

FL

Zip

32034

Is the tree on Private Property?*

- [ ] Yes
- [x] No

Owner's Name

City of Fernandina Beach

Owner's Phone Number

904-277-7300

Owner's E-mail Address

Address1

205 Ash Street

Address2

City

Fernandina Beach

State

FL

Zip

32034

Pictures Upload*

IMG.jpg

Pictures Upload2

IMG.jpg

Pictures Upload3

IMG.jpg

Pictures Upload4

Choose File | No file selected

Pictures Upload5

Choose File | No file selected

Owner's Signature

DBH = 56"

NO HOLLOW NOISE ON SOUNDING TEST

SINGLE TRUNK TO 12 Ft THEN MULTIPLE BRANCHES

CAVITY ON ONE OF MAIN LIMBS AT 20 Ft FROM OLD BRANCH

60 Ft TALL

60 Ft WIDE

GOOD HEIGHT AND SHAPE

GOOD BALANCE

LEAF COLOR IS GOOD

PROBABLE RED = GOOD ROOTS ALL AROUND NEIGHBOR

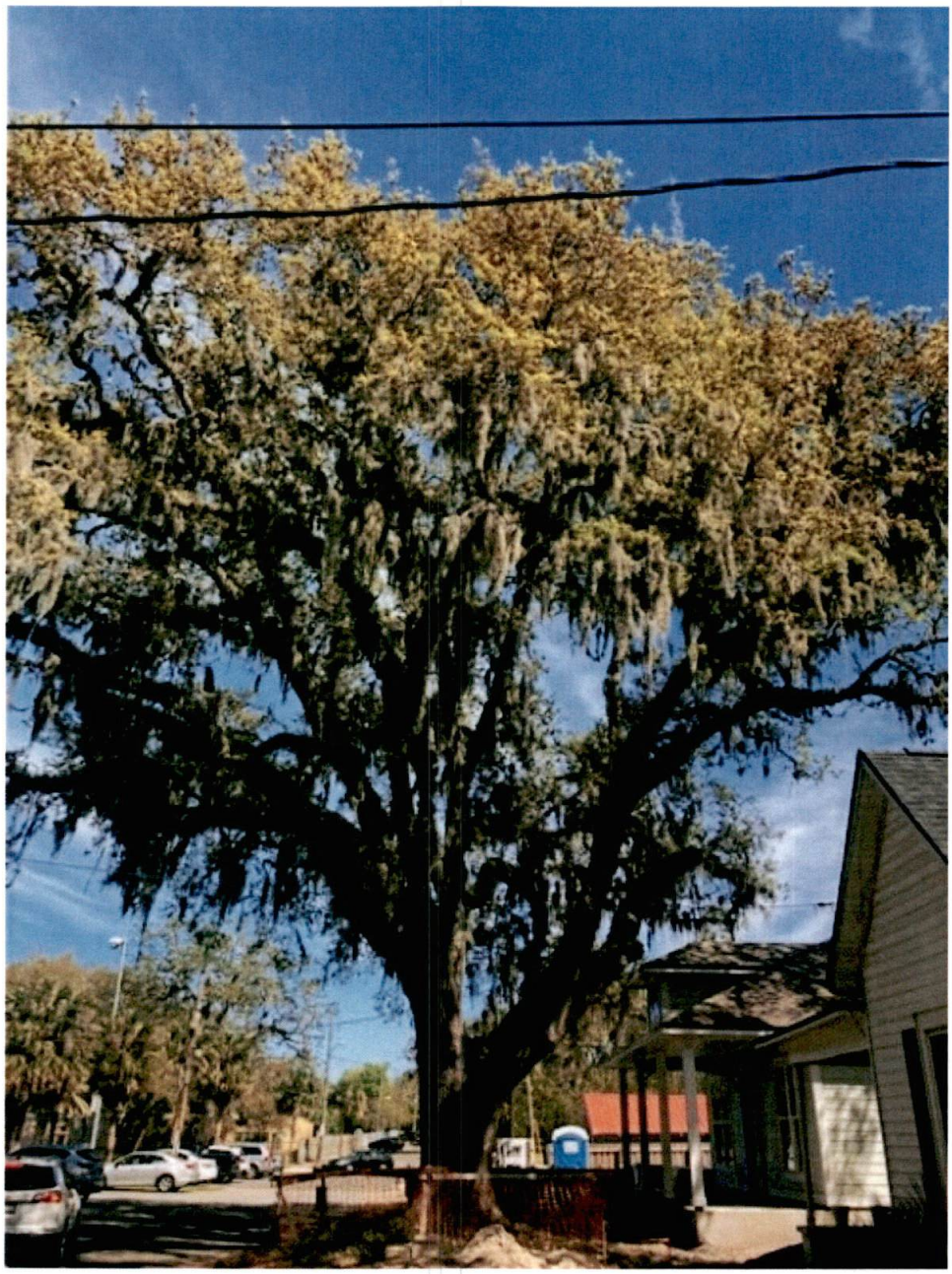
RECENT CONSTRUCTION WITHIN 20 Ft - WATCH FOR POSSIBLE

CITY OF FERNANDINA BEACH **Dave Neville**
Department of Planning & Conservation Urban Forester

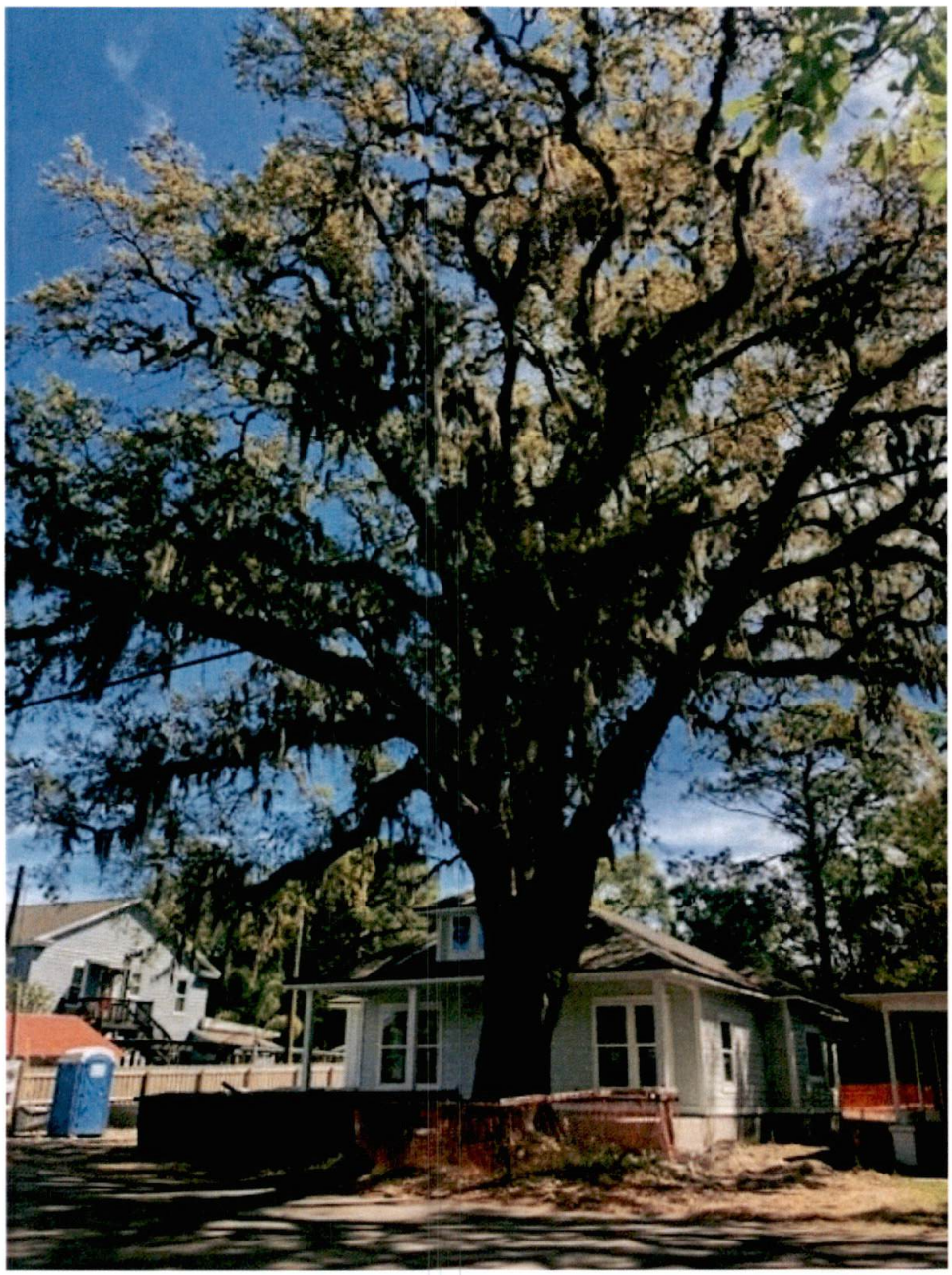
On March 15, 2023, using a rubber mallet, a probing rod, and DBH tape, I performed a Basic Level 2 Assessment on the health and structure of a Live Oak (Quercus virginiana) in front of 13 S 13th St. The tree is growing in the right of way. The tree is 56 inches diameter at breast height. The tree forks at 15 feet into two large leaders and the branches into several large branches. The tree canopy is approximately 60 feet high and 60 feet wide and appears in very good health. Using the rubber mallet, no hollowness was detected. A small cavity is at 20 feet on the east side of the large lead that grows straight up. This cavity is from an old pruning wound made by branch removal. No other signs of decay was seen from the ground level. Anchor roots were detected on all sides using the probing rod. The canopy of this tree is good with good leaf size. There has been recent construction 20 feet from this tree of a new home. Proper tree protection has been installed during construction. During this assessment, this tree was determined to be structurally sound and healthy and should be considered for designation as a City of Fernandina Beach Heritage Tree.

David Neville
ISA Certified Arborist FL-9817A
904-310-3480


CUSTOM
557-3382







CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-73
Award of Florida Department of State Division of Historic Resources Grant

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-73.

SYNOPSIS: The restoration and repair of Peck Center is a recent funding priority of the City as evidenced by: 1) budgeted funding of Peck Center of $1,625,000 in FY 2021/2022; 2) successful pursuit of $500,000 in FDOS grant funds in FY 2021; and 3) the selection of Peck Center repair and restoration as a Legislative Priority in December 2021 via Resolution 2021-181. Consistent with this effort, the City submitted a second grant application, now awarded as Grant # 23.s.aa.900.118, to the Florida Department of State for Peck Center repair and restoration, which has resulted in a grant award of $876,500 in grant funds with a matching fund requirement of $188,250, for a total project cost of $1,064,750.00.

This Resolution accepts Grant #23.s.aa.900.118. Projects funded through Grant # 23.2.11.900.118 are in the City's FY 2022/2023 budget.

FISCAL IMPACT: Projects funded through Grant # 23.2.11.900.118 are budgeted in the City's FY 2022/2023 budget in the Capital Improvements Fund Peck Center Improvements account, 3007220. 56300 Project #23060.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-73.

Jeremiah Glisson, Operations Director	4/21/2023
Katie Newton, Legal Assistant	4/25/2023
Agnes White, Administrative Services Manager	4/28/2023
Pauline Testagrose, Comptroller	5/4/2023
Charles George, Interim City Manager	5/5/2023
Tammi E. Bach, City Attorney	5/5/2023

Lorelei Jacobs

Date: April 14, 2023

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

RESOLUTION 2023-73

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING FLORIDA DEPARTMENT OF STATE DIVISION OF HISTORIC RESOURCES AFRICAN AMERICAN CULTURAL HERITAGE GRANT FUNDS OF $865,500 WITH A $188,250 MATCHING FUND REQUIREMENT FOR PECK GYM CENTER ROOF AND PECK ADMIN FLOORING REPLACEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the restoration and repair of Peck Center is a recent funding priority of the City as evidenced by: 1.) budgeted funding of Peck Center of $1,625,000 in FY 2021/2022; 2.) successful pursuit of $500,000 in FDOS grant funds in FY 2021; and 3.) the selection of Peck Center repair and restoration as a Legislative Priority in December 2021 via Resolution 2021-181; and

WHEREAS, in 2022/2023, the City submitted a grant application for Peck repair and restoration work to the Florida Department of State, Division of Historic Resources, African American Cultural Heritage Grant ("AACH Grant") for $876,500 in grant funds with a matching fund requirement of $188,250, for a total project cost of $1,064,750.00; and

WHEREAS, the City has been awarded the above-mentioned grant as Grant # 23.s.aa.900.118 to complete Peck Center repairs utilizing methods and materials that meet the national Historic Preservation standards, ensuring the lasting resiliency and beauty of Peck Center; and

WHEREAS, acceptance of this grant will provide funding to complete the final needed repairs of Peck Center, which is the replacement of the Peck gym roof system and the replacement of Peck administration common area flooring; and

WHEREAS, The projects funded through Grant #23.s.aa.900.118 are included in the FY 2022/2023 City budget in the Capital Improvements Fund Peck Center Improvements account, 3007220 56300 Project #23060.

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

SECTION 1. The City Commission hereby accepts FDOS Grant Award #23.s.aa.900.118 to complete Peck Center repairs.

SECTION 2. The City Clerk and Interim City Manager, upon review of the City Attorney, are hereby authorized to execute all documentation required to implement the grant-funded project.

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

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



_____
TAMMI E. BACH
City Attorney

GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE
AND
City of Fernandina Beach
GSPXME95JAG9
23.s.aa.900.118

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Fernandina Beach hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.118 for the Project "Historic Peck Center Restoration Final Phase," in the amount of $876,500 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose**. This grant shall be used exclusively for the "**Historic Peck Center Restoration Final Phase**," the public purpose for which these funds were appropriated.

   a. The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to facilitate the restoration of the historic Peck Center, formerly Peck High School, in Fernandina Beach, Florida. Work items will include the refinishing/replacement of flooring and roof replacement. Grant funds will also be used for professional architectural/engineering services.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

   b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount

1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	$219,125
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$219,125
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$219,125

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old); for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	$219,125
Totals				**$876,500**

c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.

d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.

2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.

3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :
Theo Smith
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6310
Email: Theo.Smith@dos.myflorida.com

For the Grantee:
Contact: Lorelei Jacobs
Address: 204 Ash Street Fernandina Beach Florida 32034
Phone: 904.310.3104
Email: ljacobs@fbfl.org

4. **Grant Payments.** All grant payments are requested online via https://dosgrants.com/ by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:

   a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
   b. All payments will be made in accordance with the completion of those Deliverables.

5. **Electronic Payments**. The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.

6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit http://www.flvendor.myfloridacfo.com/. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**

7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement**. If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.

8. **Financial Consequences**. The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.

   a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
   b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
   c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at https://www.nps.gov/subjects/historicpreservation/standards.htm or applicable industry standards.

   The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.

ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at: https://www.nps.gov/subjects/historicpreservation/standards.htm.

iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at https://dos.myflorida.com/historical/grants/special-category-grants/

iv. Architectural Services

A. All projects shall require contracting for architectural/engineering services.
B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.

v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

A. Upon completion of **schematic design**;
B. Upon completion of **design development and outline specifications**; and
C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.

vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.

vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:

A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.

B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.

C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.

D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the

direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code.*

b) For all projects involving **survey activities**, the following special conditions apply:

i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.

ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.

iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at https://dos.myflorida.com/historical/grants/small-matching-grants/. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federa Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.

b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via https://dosgrants.com/. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.

b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 September 30, 2022.

c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.

e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.

f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Dateset forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.

13. Matching Funds. Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than $500,000. *However*, if the Grant Award Amount is greater than $500,000, Grantee is required to provide a 50% match of the amount above $500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.

14. Grant Completion Deadline. The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.

15. Extension of the Grant Completion Deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however,* that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.

16. Non-allowable Grant Expenditures. The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;

g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
i) Entertainment, food, beverages, plaques, awards or gifts;
j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
p) Accessibility improvements for Religious Properties;
q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. **Repayment**. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of $15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. **Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at https://dosgrants.com/. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. **Retention of Accounting Records**. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

21. **Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.

22. **Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department 's Contract Manager for assistance if it receives a public records request related to this Agreement.

23. **Restrictive Covenants**. The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:

    a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.

    b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.

    c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

    d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.

    e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.

    f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.

        i. Amortization Schedule for projects involving improvements to Real Property:
        If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).

    g. Other provisions as agreed upon by the Department and the Grantee.

24. **Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.

25. **Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

    a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.

c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.

d. The name of the account(s) must include the grant award number;

e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and

f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

26. Availability of Funds. The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

27. Independent Contractor Status of Grantee. The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

28. Grantee's Subcontractors. The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.

29. Liability. The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.

a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

30. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.

32. **Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.

33. **Termination of Agreement.**

    a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.

    b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

    c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.

34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.

36. **Required Procurement Procedures for Obtaining Goods and Services.**

    a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.

    b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.

38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.

39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101,*et seq*.), which is incorporated herein by reference.

42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

a. This Agreement
b. Estimated Project Budget (Attachment A)
c. Single Audit Act Requirements and Exhibit I (Attachment B)
d. Federal Special Conditions (Attachment C)
e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:	Grantee:
By: _____	By: _____ Authorizing Official for the Grantee
Division Director _____ Division of _____	Charles L. George, Interim City Manager Typed name and title
_____ Date	_____ Date

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Refinish/Replace Floors	$259,750	$0	$0
Roof Replacement	$536,750	$188,250	$0
Architectural/Engineering Services	$80,000	$0	$0
Totals	**$876,500**	**$188,250**	**$0**

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office *www.ecfr.gov*

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)
http://www.myfloridacfo.com/

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) http://www.leg.state.fl.us/

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

   B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

      The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of State through the https://dosgrants.com/ grants management system.

   B. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. $876,500

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.

3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.

5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental or real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(e)(1), including with respect to lending programs.

7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.

8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (https://www.sam.gov). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.

9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

10. **Single Audit Requirements.** Recipients and subrecipients that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

11. **Civil Rights Compliance**. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101*et sequence.*

13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

    i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    ii. Procure a commercial sex act during the period of time that the award is in effect; or
    iii. Use forced labor in the performance of the award or subawards under the award.

15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

    i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

    ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

    iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

17. **Additional Lobbying Requirements.**

    i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

    ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601*et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

    iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

    i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

    ii. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

    iii. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

    iv. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

    The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

    v. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

vii. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

ix. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

   A. Procure or obtain;
   B. Extend or renew a contract to procure or obtain; or
   C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
      1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

E. See Public Law 115-232, section 889 for additional information.

F. See also 2 CFR § 200.471.

xii. Domestic Preferences for Procurements.

A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Name and Title of Authorized Representative

_____

Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-74
Grant Application - Florida Department of State, Division of Historical Resources

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-74.

SYNOPSIS: This Resolution seeks to authorize the application for a Special Category Grant from the Florida Department of State in the amount of $500,000 to help fund the repair of the 67-foot-tall historic Amelia Island Lighthouse. The Lighthouse has masonry deterioration from age and weathering. Moisture is penetrating the structure, which will continue to create degeneration unless preservation efforts occur. Because the Amelia Lighthouse is listed on the National Register of Historic Places, repairs to the building must meet or exceed National Historic Preservation Guidelines, making the project ideal for funding through the Florida Department of State, Division of Historic Resources, Special Category grant.

The City has received a structural assessment report for the Amelia Island Lighthouse which defines work which should be accomplished in a phased approach. This Resolution authorizes the application to the Florida Department of State for Phase 2 Lighthouse repairs, which are estimated at $625,000. If selected for funding, the grant would award up to $500,000 and have a $125,000 matching fund requirement. This Resolution further authorizes a second grant application to the Florida Lighthouse Association for $125,000, to, if awarded, provide the $125,000 matching fund requirement of the Special Category Grant.

FISCAL IMPACT: The total project cost of $625,000 will be included in the Capital Improvements Fund, Recreation Improvements account, 3007200 56300 in the City's FY2023/2024 Budget**.**

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt Resolution 2023-74.

Jeremiah Glisson, Operations Director	4/22/2023
Kelly Gibson, Planning Deputy Director	5/1/2023
Catherine Vorrasi, Parks and Recreation Director	5/4/2023
Agnes White, Administrative Services Manager	5/4/2023
Charles George, Interim City Manager	5/4/2023
Pauline Testagrose, Comptroller	5/4/2023
Tammi E. Bach, City Attorney	5/5/2023

Lorelei Jacobs

Date: April 20, 2023

Submitted By: Lorelei Jacobs, Grants Administrator

COMMISSION ACTION: Adopt

RESOLUTION 2023-74

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AUTHORIZING THE SUBMITTAL OF A FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORIC RESOURCES, SPECIAL CATEGORY GRANT APPLICATION FOR $500,000 TOWARD THE COST OF REPAIRING THE AMELIA ISLAND LIGHTHOUSE, A BUILDING LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES; AUTHORIZING THE SUBMITTAL OF A FLORIDA LIGHTHOUSE ASSOCIATION GRANT FOR $125,000 TOWARD THE COST OF REPAIRING THE AMELIA ISLAND LIGHTHOUSE; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 67-foot-tall Amelia Island Lighthouse, built in 1839, stands at the highest point on Amelia Island, is the oldest operational lighthouse in the State of Florida, and is the westernmost lighthouse on the East Coast of the United States; and

WHEREAS, in FY 2001/2002, ownership of the Amelia Lighthouse was transferred to the City of Fernandina Beach with terms that stipulated that the City would maintain the property; and in 2003, the Amelia Island Lighthouse was listed in the National Register of Historic Places to ensure protection of the structure for future generations, and

WHEREAS, the City staff, in conjunction with an engineering structural assessment, has identified a phased maintenance plan for the repairs and preservation of the Amelia Island Lighthouse; and

WHEREAS, the State FY 2024/2025 Florida Department of State, Division of Historic Resources, Special Category Grant could, if awarded, provide $500,000 in grant funding for preservation efforts; and

WHEREAS, the City of Fernandina Beach is requesting authorization to submit a FY 2024/2025 Historic Preservation Special Category Grant application to the Florida Department of State, Division of Historical Resources for $500,000 to be used for necessary repairs to the Amelia Island Lighthouse with an additional $125,000 in matching funds required by the project; and

WHEREAS, the Florida Lighthouse Association has grant funds available that could be applied for to offset or satisfy the City's $125,000 matching fund requirement of the FY 2024/2025 Historic Preservation Special Category Grant application.

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

SECTION 1. The City Commission of the City of Fernandina Beach authorizes the submittal of a FY 2024/2025 Historic Preservation Special Category Grant application to the Florida Department of State for $625,000, of which $500,000 will be grant funds and $125,000 will be City matching funds to be used for repair of the Amelia Island Lighthouse.

SECTION 2. The City Commission of the City of Fernandina Beach authorizes the submittal of a grant application to the Florida Lighthouse Association for up to $125,000 to provide supplemental matching funds required by the 2024/2025 Historic Preservation Special Category Grant.

SECTION 3. Funds for the grant and matching funds cost of the project will be budgeted in, the Capital Improvements Fund, Recreation Improvements account, 3007200 56300 in the City's FY2023/2024 Budget.

SECTION 4. If awarded Historic Preservation Special Category Grant funds and/or Florida Lighthouse Association grant(s) for Amelia Island Lighthouse repairs, the Interim City Manager and the City Clerk are hereby authorized to execute all documentation required to implement the grant(s), upon review and approval of the City Attorney.

SECTION 5. This Resolution shall take effect immediately upon passage.

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

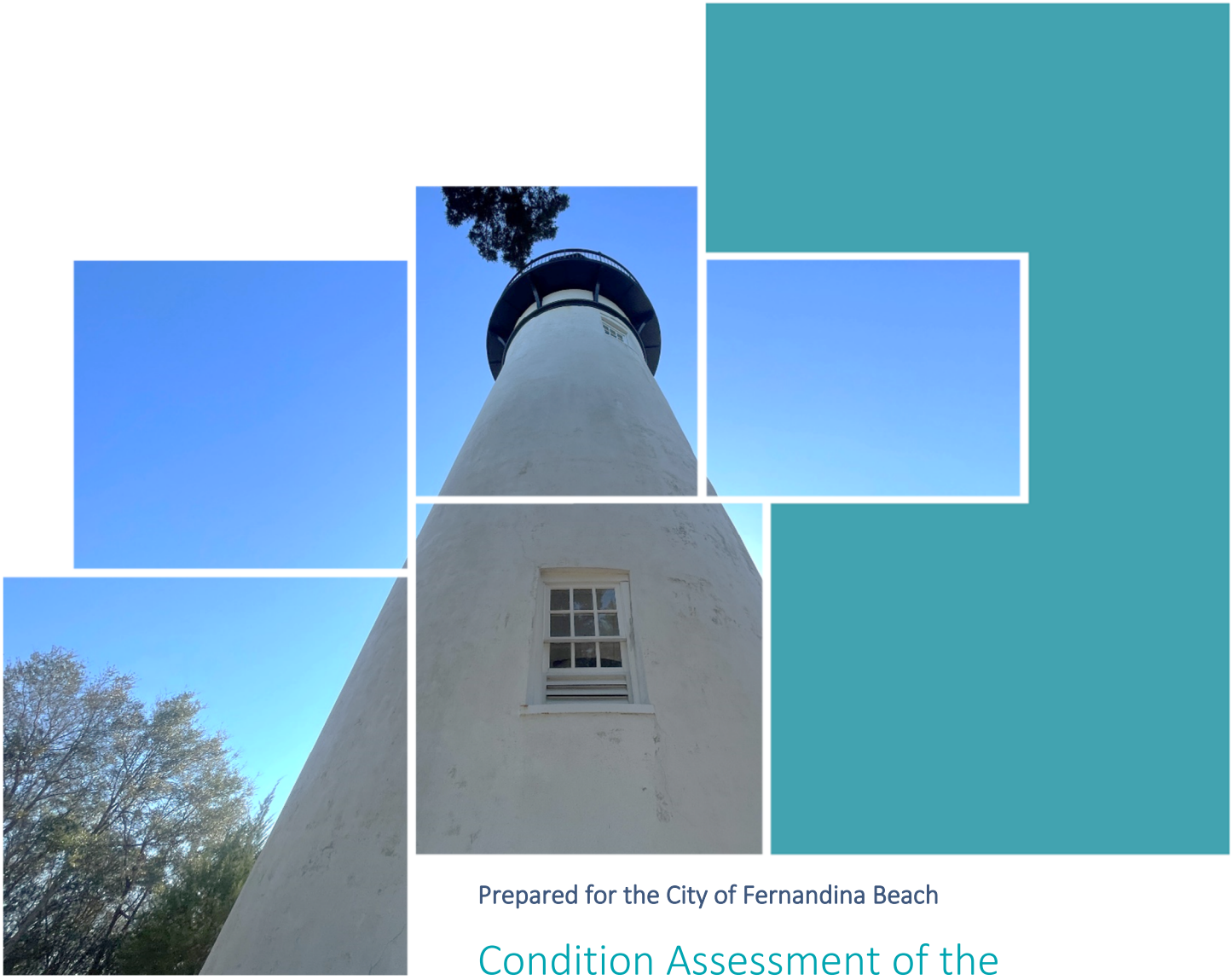
_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



_____
TAMMI E. BACH
City Attorney

Resolution 2023-74
Exhibit "A"



Prepared for the City of Fernandina Beach

Condition Assessment of the Amelia Island Lighthouse

April 19th, 2023

WALKER CONSULTANTS

April 19, 2023

Jeremiah Glisson
Public Works – Operations Director
City of Fernandina Beach (Client)
1017 South 5th Street
Fernandina Beach, FL 32034

Re: **Report for Structural & Enclosure Condition Assessment**
Historic Amelia Island Lighthouse
215 O'Hagan Lane, Fernandina Beach, Florida
Walker Consultants Project No. 15-002681.00

Dear Mr. Glisson:

Walker Consultants is pleased to submit for your review this report summarizing our structural and enclosure condition assessment of the Amelia Island Lighthouse.

Introduction

The 67-foot-tall historic Amelia Island Lighthouse, which stands at the highest point on Amelia Island, along the northern Atlantic shore of Florida, was originally constructed from bricks re-used from the Cumberland Island (GA) Lighthouse in 1839. The building comprises mass (multi-wythe) brick masonry walls, which range from four feet thick at the base to two feet thick at the top, and which are encased by an exterior, white-painted mortar finish. The lighthouse is the oldest operational lighthouse in the State of Florida and is the westernmost lighthouse on the East Coast of the United States. It is classified as one of "Florida's Historic Lighthouses" and is listed on the National Historic Register. On-site personnel reported that the brick masonry at the top 8 feet of the structure was rebuilt in early 1881; at that time, a new watch room, cast iron stairway, and lantern were also installed.



Photo 1: *Overview, from ground level, of the Amelia Island historic lighthouse, in Fernandina Beach, Florida.*

Because the lighthouse is listed on the National Historic Register, any repair project would be subject to applicable sections of the *Secretary of the Interior's Standards for the Treatment of Historic Properties ("Standards")* with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings, as documented by the U.S. Department of the Interior National Park Service Technical Preservation Services. These

Standards apply to all grants-in-aid projects assisted through the Historic Preservation Fund (which are authorized by the National Historic Preservation Act). The treatment Standards, developed in 1992, were most recently revised in 2017. Please note that the requirements of the standards may vary depending upon the finalized selections for the scope of work and treatment approach selected, as described in the Discussion section of this report.

Walker has also referenced the United States Department of the Interior, National Park Service, National Register of Historic Places (NRHP) Multiple Property Documentation Form prepared for "Florida's Historic Lighthouses", dated 2003, and the *Historic Lighthouse Preservation Handbook ("Handbook")* throughout this report, where applicable to the structural and enclosure conditions of the historic Amelia Island lighthouse.

During our assessment, Walker obtained brick, mortar, and stucco material samples from the subject building for laboratory analysis and incorporation of the test results into project record documentation. Testing included ASTM C67 compressive strength testing on brick units, as well as ASTM C1324 petrographic mortar analysis to determine material composition of both the brick mortar and exterior "stucco" samples. Material test reports, as provided by American Engineering Testing, are attached to this report as Appendix B, and are discussed herein.

Executive Summary

The Amelia Island Lighthouse consists of a mass, multi-wythe masonry structure, set on top of masonry below-grade foundations. Although 184 years have passed since original construction, the structure has been maintained in overall fair to good condition. Walker generally observed various indications of stucco and brick masonry distress at exterior walls, which are considered consistent with similar historic structures within the Atlantic coastal environment. Based on our observations, the lighthouse is considered safe to use and continue to serve as a historic landmark for local visitors. However, Walker recommends that local operations and maintenance personnel continue to monitor the existing structure for signs or symptoms of worsening defects or deterioration, as brittle, historic materials of this type may be more susceptible to damage during prolonged or catastrophic weather events (such as hurricanes, high winds, or floods).

Typically, masonry deterioration on historic buildings of this type will occur due to a combination of structural and environmental factors, including settlement, differential movement, material aging, exposure to moisture, wind and storm events, and coastal salt water infiltration. Cracks in the stucco and erosion of the mortar joints allow moisture infiltration, which exacerbates brick and mortar deterioration throughout the assemblies. Continued masonry deterioration can impact the overall water resistance of the lighthouse exterior wall and, if left uncorrected, will continue to compromise the integrity of the structure.

THE HISTORIC BRICK LIGHTHOUSES OF FLORIDA POSSESS POTENTIAL SIGNIFICANCE IN THE AREAS OF ARCHITECTURE, COMMERCE, ENGINEERING, EXPLORATION/SETTLEMENT, INVENTION, MARITIME HISTORY, MILITARY, POLITICS/GOVERNMENT, AND TRANSPORTATION UNDER NRHP CRITERIA A AND C.

Excerpt from NRHP "Florida's Historic Lighthouses" Description

Material Test Results

Testing in accordance with ASTM C67, *Standard Test Method for Sampling and Testing Brick and Structural Clay Tile,* indicated that the average brick masonry unit strength was approximately **11,000 psi**; however, the two samples with the lowest strength measured 6,590 and 7,760 psi, well above the minimum ASTM standard of 3,000 psi.

Mortar test results, in accordance with ASTM C1324, *Standard Test Method for Examination and Analysis of Hardened Masonry Mortar,* indicated that the selected sample collected from interior brick masonry joints (classified as mortar sample #8 from Walker's field specimens) was a relatively soft and well consolidated "**lime mortar**", consisting of 1 part hydrated lime to 3 parts locally sourced "beach" sand, which is consistent with the age and construction of the lighthouse.

The exterior cladding layer of the lighthouse consisted of a total of ¾-inch thick material, which appeared similar in composition to a stucco or mortar and was analyzed in accordance with ASTM C1324, *Standard Test Method for Examination and Analysis of Hardened Masonry Mortar.* According to material analysis results, the existing cladding material approximately dated to post-1950's era composition. Cladding material test results indicated a composite section of two distinct material applications, which included an outermost, well consolidated, and air-entrained mixture of Portland cement, slag cement, and a naturally occurring sand. The laboratory indicated that evidence of hand-tooled stucco application (i.e. evidence of notched trowel use or other voids) was not observed within the reviewed sample; therefore, a machine application (i.e. spray-application) of the material could not be ruled out. The exterior cladding material also included up to four thin external applications of coating materials, which included a lime parge coat, a red-colored primer, and a white-colored exterior paint. Walker notes that lighthouses of this age and type were often coated with a lime wash or stucco cladding to protect the enclosed brick masonry wall construction; however, the exact age and installation methods for the existing cladding (or any associated extensive repairs, replacement, or re-coating) were unknown. Walker also notes that as our cladding sample was taken from the base of the lighthouse (near ground level), it is likely that the thickness of the outermost cladding layer varies depending on location on the building.



Photo 2: *Exterior cladding sample collected by Walker and sent for material petrographic analysis.*

It was noted that the existing stucco was likely not original, which also corresponded with laboratory petrographic and visual analysis, which dated the exterior cladding material to a "post-1950's"-era composition. Rehabilitation projects completed on similar, historic lighthouses have required the removal of exterior cladding materials determined to consist of shotcrete, although Walker notes that shotcrete typically consists of a mixture of both fine and course aggregates, as well as a mix ratio of 1 part cement to 4 parts aggregate (depending on dry-mix or wet-mix method), and the analyzed exterior cladding sample included volumetric proportions of 1 part cement (with 0.2 additional slag cement) to 3 parts sand. Due to their similar compositions, both shotcrete and stucco materials can be spray-applied to exterior walls. Additional petrographic or microscopic analysis may provide further

information on the material characteristics of the cladding sample to further inform a historic treatment approach, if requested by the Client or the State.

Select, additional material samples were collected and are being stored by Walker in the event that additional testing verification is requested or required by the Client or State as a part of future repair project efforts.

Historic Treatment Approach

Walker's recommendations will adhere to the recommended preservation, rehabilitation, and restoration project practices, as described in the referenced *Standards*, as well as similar preservation treatments described in the *Handbook,* which specifically outlines recommended procedures for historic lighthouse masonry structures of this type. Walker recommends prioritization of the following repair items related to planning a recommended preservation project program at the Amelia Island Lighthouse:

- Interior Brick Masonry Cleaning & Existing Coating Stripping
- Granite Stair Repairs & Consolidation Treatment
- Exterior Stucco Repairs & Mineral Silicate Coating Application
- Selective Cladding Repairs at Exterior Corroded Cast Iron Connections
- Interior Brick Masonry Re-pointing & Selective Brick Replacement
- Interior Brick Masonry Consolidation Treatment

A historic preservation project scope of work will typically include an intensive restoration pre-construction mock-up and contractor repair demonstration process, to be reviewed by the State and directed/documented by the Designer of Record, including:

  - Contractor demonstrations of brick masonry replacement, mortar joint re-pointing, stucco repair, and masonry cleaning methods, to ensure that actual means and methods are employed to minimize damage to all historic material substrates;
  - Multiple Contractor mock-ups of new stucco and masonry/granite coating and consolidant application, to allow for review of final finish and color selection, and to ensure final watertightness of the complete coating and consolidant systems.

Opinion of Probable Repair Costs

Walker's opinion of probable cost for the recommended, 4-year phased preservation project is shown below.

- Year 1 - Limited Interior Masonry Preservation & Repairs: $131,250
- Year 2 - Exterior Lighthouse Cladding Preservation, Selective Repairs & Coating: $625,000
- Year 3 – Comprehensive Interior Masonry Re-pointing: $625,000
- Year 4 – Selective Interior Masonry Repairs & Consolidant Application: $625,000

A detailed description, including breakdown of probable project repair costs and other allowances (including consultant fees) is presented in the attached, detailed Appendix A table.

Observations

Brick Masonry and Mortar

Walker observed brick deterioration, including flaking and spalling, of the interior face of exposed brick units. The worst brick and mortar conditions were at the bottom of the lighthouse, progressively becoming less deteriorated moving up the tower. Efflorescence was noted in numerous locations which is indicative of continuous moisture intrusion in the brick wall assembly and may also indicate some degree of "rising damp" occurring at the base of the structure. A significant crack in the brick and mortar was observed within the weight box located at the top of the spiral stairs, which may be attributable to differential movement. Brick samples from this area were obtained and tested. The results of the brick testing are provided in Appendix B.



Photo 3: *Typical condition of an original lime mortar joint, with some mortar erosion visible, observed at interior wall.*

Deterioration of the outer ½-inch layer of mortar was observed throughout the interior. The most deteriorated brick mortar was the consistency of sand and was easily able to be scraped out of the joints by hand. The results of the mortar testing are provided in Appendix B.

Mortar repairs were observed in select locations, containing what appeared to be a more solid, or firmer, mortar than that the existing surrounding mortars. These materials were more than likely installed during the previous restoration projects that have been completed on the structure, although exact ages of observed repair mortars were not verified through laboratory testing as it was determined to not be relevant for a preservation or restoration program.





Photo 4, 5 and 6 (Left to Right): *Typical spalled brick condition and efflorescence near base of lighthouse interior; previously repointed mortar joint with newer mortar material; vertical crack within weight box at interior masonry wall.*

Interior Paint

The interior masonry walls of the lighthouse were covered in white paint, which was mostly delaminated and/or severely deteriorated. Approximately 50% of the interior brick walls were missing paint, as the existing material appears to have peeled off the brick surfaces over the years. The paint that remained on the walls was not adhered to the masonry substrate in most areas and was typically able to be removed by hand. The condition of the brick where the paint remained intact was not observed; although Walker was able to note several locations where water, efflorescence or rust stains had penetrated through the existing paint material.




Photo 7: *Interior view of painted brick masonry surfaces, looking up the lighthouse staircase.*

Photo 8: *Up-close view of deteriorated, previously existing masonry coating at interior wall surface, with rust staining present.*

Exterior Stucco and Coatings

Widespread cracks within the exterior stucco were observed on all sides of the lighthouse from the ground level. Cracks typically extended from window corners or from the base of the lighthouse. Step cracks, potentially in line with the brick structure behind it, were also observed. A sample of the exterior stucco was obtained and sent to a lab for materials testing. The results of the stucco testing are provided in Appendix B.

The white coating (exterior finish) of the exterior stucco was in a deteriorated condition. The coating was peeling and eroded or weathered throughout the observed exterior wall surfaces.







Wood Windows and Finishes

The wood-framed window units, which reportedly replaced previously existing metal units as a part of the 2004 restoration, were in good condition. Also included within the previous restoration project, louvres were installed beneath all but one of the windows and always remain open to provide ventilation. The windows cannot be opened as they have been sealed shut.

The window openings interior sills and soffits were clad in lock-and-groove wood paneling. The window sills were observed to be sagging, indicating the supporting framing structure within is likely damaged or deteriorated due to long-term moisture exposure. Moisture and corrosion stains were observed on the surface of the window sills. The interior wall surface at each window well was clad in stucco, which was in good condition.



Clockwise from Far Left

Photo 9: *Up-close view of existing stucco crack width, measuring 1/8-inch.*

Photos 10 and 11: *Two examples of widespread exterior stucco cracks and surface (coating) deterioration, which emanate from window corners.*

Photo 12 (Inset): *Up-close view of deteriorated stucco coating (white surface layer of material).*

Photo 13: *Interior view of wood-framed window assembly, with stucco jamb separations visible at each side.*

Granite Stairs

The spiral stairs of the lighthouse were made of solid granite sections set into the brick walls and were integrally constructed with and supported on a central "column" in the center of the spiral. These were reportedly the original stairs, and they were in fair condition, with noted edge deterioration and/or erosion present.





Previous mortar or epoxy repairs appeared to have been made to the underside of the stairs, between each step; however, although some patch materials appeared unsightly, these repairs were typically observed to be bonded to the substrate and were in fair condition. Misalignment of the center support (granite central bearing "column") was also observed; although, no significant cracks or spalls were observed. The spiral stairs had a wooden railing fastened to the brick walls by wood blocking, both of which were in poor condition. Supplemental metal connections had been installed between wood railing sections in some locations.



Clockwise from Top Left -

Photo 14: *Interior view of stairwell railing configuration at masonry wall and window well interface.*

Photo 15: *Granite stair, viewed from the underside, with previous repair patches and spalled/missing material.*

Photo 16: *Up-close view of granite stair tread surfaces with surface deterioration.*

Cast Iron

The exterior of the rotation and lantern rooms, as well as the gallery railings, walking surface and support brackets, were comprised of painted cast iron, which was in good condition. The cast iron was fully encapsulated by a paint/coating system, which was in good condition. Small, isolated areas of corrosion stains could be observed at cast iron connection points near the top of the exterior wall (highly visible on bright white stucco surfaces).

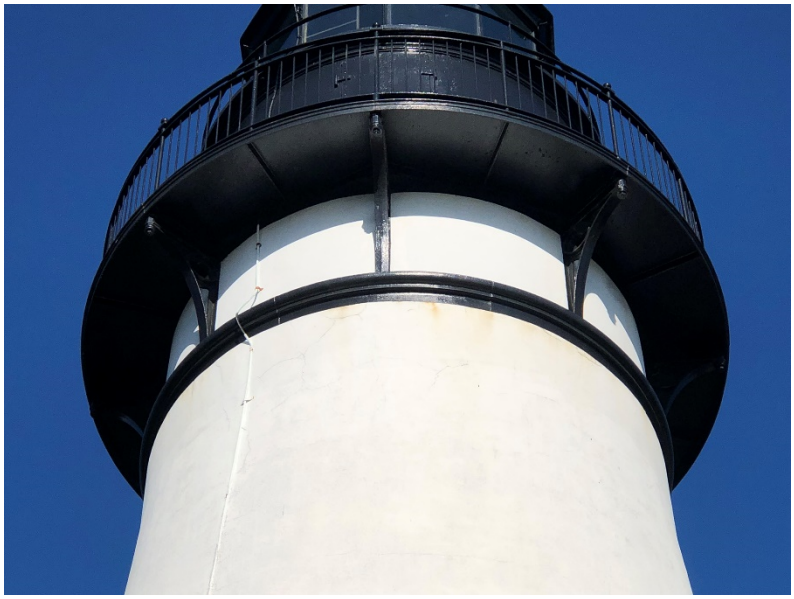




Photo 17 (Left): *View of cast iron elements crowning the historic lighthouse structure. Minor, isolated corrosion stains were observed at the top, near cast iron structural supports.*

Photo 18 (Right): *Overview of coated cast iron elements, including the walking deck and railings.*

A DISTINCTIVE TYPE OF ARCHITECTURE DEVELOPED DURING A DEFINED PERIOD OF HISTORY, BRICK LIGHTHOUSES EMPLOY AN UNUSUAL METHOD OF CONSTRUCTION INTENDED FOR A SPECIFIC PURPOSE.

Excerpt from NRHP "Florida's Historic Lighthouses" Description

Discussion & Recommendations

Historic Lighthouse Treatment Approach

Walker understands that the Amelia Island Lighthouse is listed on the National Register of Historic Places. The principles documented within the *Standards* apply as regulations to each of the four distinct historic treatment approaches for all projects on historic properties planning to submit for federal grant-in-aid funding and are summarized below. The choice of an appropriate treatment may depend on a variety of factors, including a property's historic significance, physical condition, proposed use, and intended interpretation.

- ***Preservation*** – defined as the process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property. Work typically includes **stabilization** and focuses on **on-going maintenance** and **repairs** to existing, historic materials, rather than extensive replacement and new construction. Preservation may be considered as a treatment when the properties distinctive materials, features, and spaces are essentially intact and thus convey the historic significance without extensive repair or replacement; when depiction at a particular period is not appropriate; and when a continuing or new use does not require additions or extensive alterations.
- ***Rehabilitation*** – defined as the process of making possible a compatible use for a property through **repair, alterations, and additions** while **preserving** those portions or features which convey its historical, cultural, or architectural values.
- ***Restoration*** – defined as the process of accurately depicting the form, features, and character of a property as it appeared **at a particular period** by means of the **removal of features from other periods** in its history and reconstruction of missing features from the restoration period.



Photo 19: *Historic photo of the Amelia Island Lighthouse, courtesy of Chris Belcher.*

- ***Reconstruction*** – defined as the process of depicting, by means of **new construction**, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.
- ***Monitoring*** – *although not specifically included within the Standards as a Treatment approach*, monitoring of historic lighthouses and significant structures of this type is always recommended in the event that a proposed construction project needs to be delayed or deferred for any reason. Monitoring may include additional visual assessments at regular intervals, as well as other measures to determine and quantify the extent of progressing deterioration or worsening damage to the structure or historic features of the property.

Walker's recommendations have been developed in conjunction with the following key priorities for the subject property, as related to implementation of a selected treatment strategy, and in accordance with the principles as described within the lighthouse-specific *Handbook*:

- Identification and documentation of character-defining features
- Visual observation and determination of conditions
- Prioritization of maintenance and repairs
- Development of a historic treatment approach for an upcoming maintenance project, including monitoring plan
- Determination of quantities of existing materials for an upcoming maintenance project

Brick Masonry and Mortar

The Amelia Island lighthouse consists of varying thickness of multi-wythe, or "mass", brick masonry wall assemblies which comprise the primary structure of the building, including an interior wall and exterior wall, which appeared to be connected by various perpendicular wall assemblies. The overall mass wall thickness decreases moving up the height of the lighthouse structure.

Water infiltration through the exterior "stucco", brick and mortar joints combined with non-breathable coating has caused deterioration of the brick masonry and mortar. Non-breathable coatings applied to the masonry will trap moisture and humidity within the mass wall assembly (including at exterior cladding) surfaces leading to further deterioration of the masonry wall assembly.



Photo 20: *View, from interior, of exterior wall (at right) and interior wall (at left), connected by perpendicular brick masonry wall (at center).*

The existing mass masonry lighthouse was constructed in 1839, in a period when masonry wall evaporative drying was expected to occur naturally and slowly over time. Each of the typical mass wall components represent typical building materials of the period, including wood-framed windows which were restored in 2004, and numerous wythes of fired clay brick masonry, which would typically absorb and allow moisture evaporation to both the exterior and interior. Walker noted that the historic lighthouse structure is not conditioned and environmental thermal cycles and relative humidity extremes throughout the year in the coastal Florida climate can directly influence the behavior of the moisture absorption and evaporation cycles of the masonry wall as well as impact the performance of the coating finish materials.

Interior paint finishes appeared to include an extensively deteriorated and delaminated white coating material (identified as BASF Acryl 60 according to previous project documentation). Typically, damaged or deteriorated coating materials should be removed only to the next sound layer, using the least invasive or gentlest means possible (such as hand removal or hand scraping) before recoating. It is not typically recommended to remove any

coating that is firmly adhering to, and thus protecting, masonry surfaces. However, based on the observed conditions at interior brick masonry walls, complete removal of the non-breathable, existing deteriorated interior coating materials is recommended.

Extensive repointing and selective brick replacement (to address areas of cracked or spalled brick masonry units) are typically required to address deteriorated masonry wall conditions. Based on observed conditions, Walker recommends 100% repointing at lighthouse interior masonry wall surfaces and selective replacement of damaged or deteriorated brick masonry units. Deteriorated mortar should be removed by hand, when possible, to avoid damage to the brick masonry. Mechanical removal of existing mortar may be permitted in certain cases where an intensive mock-up and construction practice approval process is directed and documented by the designer of record. Based on our observations, repointing of all interior masonry mortar joints will likely be required, after completion of removal of the existing coating. Repointing at the historic lighthouse should be performed using lime-based mortar selected to match the existing mortar properties and suitable for historic projects of this type. Modern repointing mortars, which contain Portland cement, should be avoided, and removed, where existing.



Photo 21: *Panoramic view from the top of the lighthouse, looking east toward the Atlantic Ocean.*

THE LIGHT-HOUSE OF FERNANDINA, EXCEPTIONALLY SITUATED, A MILE FROM THE SEA, ON A STEEP EMINENCE WITH A MOST PICTURESQUE GROVE OF ANCIENT OAKS...

Excerpt from NRHP "Florida's Historic Lighthouses" Description

Exterior Stucco and Coatings

Exterior stucco finishes at the lighthouse were measured at 3/4-inch thick, were directly applied to the brick masonry structure, and included isolated cracks, with measured widths ranging from hundredths of an inch to 1/8th of an inch in width. Walker notes that only cracks accessible from ground level were able to be measured. An unknown type of white, exterior coating material was applied directly to the stucco exterior surfaces, which included widespread evidence of continuous weathering.

The outermost layers of the existing exterior stucco material consisted, according to the results of our material testing analysis, of a lime parge coat, a red-colored primer, and a white-colored paint.

Typically, the exterior stucco plaster used on coastal structures of this type is considered nonstructural and is intended to serve as a sacrificial, protective outer coating, to protect the internal masonry structure. Direct-applied stucco cladding of this type consists of a three-layer mortar and sand barrier that bonds to the masonry to prevent water from penetrating to the brick masonry layer. Stucco is typically made up of an aggregate (such as sand, crushed shells, or stone) and a binder (such as lime, gypsum, or natural and manmade cements). Traditionally, frequent re-application of lime mortar washes (lime, water, and sand, applied as a coating), whitewashes (lime and water only), or other types of exterior-grade coatings, was common on coastal lighthouses. According to the *Handbook*, the earliest stuccoes used on lighthouse exteriors often featured lime as a binder. By the middle of the 19th century stucco included imported natural cement. Gray Portland cement stucco (harder and denser than earlier stuccoes) appeared in the 1880s, and white Portland cement was introduced in the early 20th century.

In accordance with the best practices indicated in the *Handbook*, Walker does not recommend stucco removal, as it is understood that the lighthouse historically featured a stucco finish. Areas of delaminated stucco should be verified by sounding, and both cracks and delaminated stucco areas should be repaired by removing the select areas of damaged materials, keying in new patch material, and patching with new stucco material that mimics the original material in strength, composition, color, and texture. Generally, it is preferred to avoid complete removal of sound stucco, provide selective patches, where required, and to avoid using new stucco material which is stronger or denser than the historic material. Cracks should not be "routed and sealed" as with more modern assemblies, as this type of repair would be highly visible and would weather differently than the surrounding materials. Sealants at cracks, where existing, should be removed, and the underlying substrate patched. Each layer of the stucco should be patched separately as shown in the excerpted *Handbook* diagram.

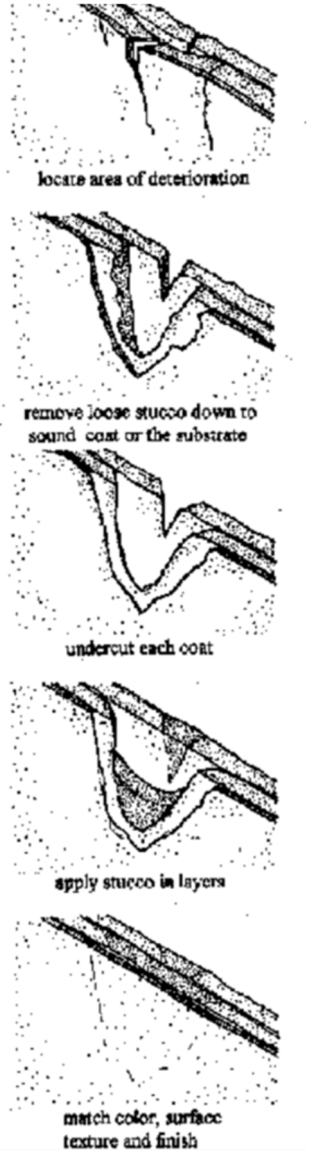


Photo 22. *Excerpted Stucco repair diagram showing crack repair technique, from NPS Drawing, included within the Historic Lighthouse Preservation Handbook, page 22.*

Exterior cladding removal (whether stucco or shotcrete) may prove extremely difficult and labor-intensive and cause damage to the underlying masonry, due to the combination of the well-adhered external materials and the brittle nature of the embedded brick masonry structure with comparatively softer lime mortar

joints. Mechanical removal of the select areas of deteriorated exterior cladding material will require slow and methodical processes to ensure preservation of the embedded materials. Re-application of a direct-applied, three-coat stucco finish system with a breathable mineral silicate coating would be performed after the Project Team ensures that the masonry structure is fully stabilized, repaired, and repointed, as necessary.

New coatings applied to both brick masonry and stucco masonry surfaces should provide adequate permeability to allow for moisture evaporation and should allow the existing masonry material to "breathe". Walker typically recommends mineral silicate coatings for this application; these products provide the dual benefits of permeability and integrally (both mechanically and chemically) bonding to the brick or stucco masonry substrate. Mineral silicate coatings provide both resistance to severe coastal environmental exposures and high-performance water repellency, lasting 20 years or more when proper installation procedures are followed. Additionally, the Client may wish to consider either leaving all restored interior brick finishes fully exposed or applying a breathable, water repellent sealer and brick masonry consolidant product. Masonry sealer/consolidant technology is typically breathable and durable (when selected from applicable manufacturers) and will protect the masonry surfaces without altering the appearance. All masonry surface treatments specified as a part of a preservation or restoration project scope of work should mandate minimum Contractor mock-up requirements for Design Team, Client, and State review.

Wood Windows and Finishes

Wood-framed windows and glazing panes were generally in good condition. Tongue and groove wood window sill & soffit finishes were generally in poor condition, and deteriorated wood framing was observed.

Walker recommends selective replacement any deteriorated or damaged interior finishes, and re-painting of existing finished areas, as a part of any proposed preservation project. Selective replacement may include portions of the wood sill, soffit, and railing components.

Walker also noted several electrical components, including light fixtures, junction boxes, and outlets, which were deteriorated and corroded and should be replaced as a part of an overall preservation project; however, a comprehensive review of existing lighting, mechanical or electrical systems was considered outside the scope of our assessment.

Granite Stairs

Granite stair treads included varying degrees of stone material deterioration and/or erosion on all exposed stone surfaces (top, sides, and undersides), and mortar joints between stairs ranged in condition from good (sound) to poor (debonded or delaminated).

Deteriorated, spalled, or cracked stone surfaces should be repaired with specialty stone epoxies and repair mortars selected to match the existing granite properties and restore the stone step profiles. Walker also recommends application of a stone consolidant on the existing stair surfaces, to preserve and protect the intact natural stone materials and to provide additional durability and water repellency to prevent continued water-related deterioration.

Cast Iron

Painted cast iron components at the lighthouse were generally in good condition, and extensive re-painting was performed most recently as a part of the 2004 restoration.

Walker notes that any cast iron components that are exposed to contact with masonry may experience accelerated deterioration and resultant corrosion due to moisture or salt water (chloride) infiltration within the masonry assembly. Typically, rust streaks will be visible on the masonry surfaces below the deteriorated components. Masonry repairs, in locations where cast iron structural framing tie-ins occur, should accommodate both fully re-coating and re-pointing the mortar joints in these areas, providing high-performance finishes on the cast iron, and installing a sealant joint to accommodate incidental movement of these elements.

Conclusions

It is our opinion that the existing, Amelia Island lighthouse is considered safe to use and access in its current and continuous function as a historic local landmark, which typically accommodates relatively low levels of visitors throughout the year and operations personnel access for maintenance and monitoring. The structure is exhibiting typical evidence of masonry deterioration and material weathering, which require a combination of repairs and ordinary maintenance, and which are consistent with the building's proximity to the Atlantic coastal environment and Florida climate exposure.

Walker did not observe any unsafe conditions, such as overhead debris hazards or out-of-plane building movement, at the time of our assessment; however, we recommend that continued, active monitoring be continued by on-site personnel, to ensure that any exacerbated defects or deficiencies are observed and addressed immediately, to protect human health and safety and to ensure longevity of the landmark.

Consistent with the standard of care for this type of structure, an engineering condition assessment should be conducted, at a minimum, every five years, to review and monitor the condition of the historic masonry lighthouse. However, Walker also notes that, due to the nature of this type of multi-wythe wall construction, a façade inspection is not considered a guarantee that all unsafe conditions will be identified.

Walker also recommends budgeting for an exterior preservation project within the next two to three years, to provide overall durability of the historic fabric of the existing lighthouse and, where present, to repair identified deficiencies or defects identified within this report. Walker recommends consideration of a single project approach, due to the specialized nature of this unique, historic preservation project. The Client should consider the following contributing factors to overall project cost:

- Several critical design factors will directly impact both cost and schedule for an exterior wall repair project, including both material product selection and availability, Client-permitted contractor schedule, access, and site logistics, and total quantity of materials ordered. Walker's estimated cost information is informed by recently completed projects performed on similarly complex historic structures.
- The project will most likely require a specialty historic restoration contractor to install enclosed, pipe-frame scaffolding at the lighthouse interior and exterior for various durations, dependent upon project phasing.

Walker recommends prioritization of the following repairs as a part of a comprehensive, phased preservation project program at the Amelia Island Lighthouse:

- Interior Brick Masonry Cleaning & Existing Coating Stripping
- Granite Stair Repairs & Consolidation Treatment
- Exterior Stucco Repairs & Mineral Silicate Coating Application
- Selective Cladding Repairs at Corroded Cast Iron Exterior Connections
- Interior Brick Masonry Re-pointing & Selective Brick Replacement
- Interior Brick Masonry Consolidation Treatment

The above identified scope of work will need to be incorporated into complete construction documents, including technical specifications and repair drawings, prepared by a qualified design team approved the Client and applicable State review board. Construction documents should include historic material test reports, building elevation and plan drawings, as well as repair details for project-specific conditions. Technical specifications should incorporate consideration of the applicable *Standards* referenced herein, as well as specific Contractor mock-up requirements for all phases of the work (repointing, brick replacement, consolidant and coating application, etc.).

Closing

The Amelia Island Lighthouse is the oldest, operational lighthouse in the State of Florida and is the westernmost lighthouse on the east coast of the United States. Walker is proud to present the City of Fernandina Beach with the observations and recommendations presented in this report and would be pleased to be given the opportunity to continue to work to preserve the legacy of this Florida landmark.

This report contains the professional observations and opinions of Walker Consultants within a reasonable degree of engineering certainty based on the conditions visually observed as of the date of our site visit, the information available in the public domain, the information made available at the time of our evaluation, our education, training, and experience with similar projects. The information presented in this report represents a summary of results of our limited visual investigation to date. Should additional information become available, we request that it be brought to our attention as soon as possible so that we may fully address it, if related to the content of this report.

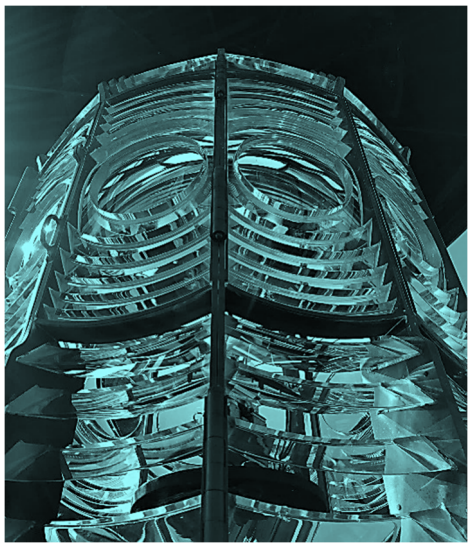


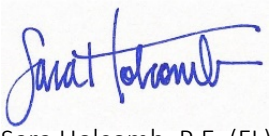
Photo 23. *Light at the top of the structure includes a third order Fresnel Lens fabricated in Paris, which is reportedly visible for up to 15 miles, according to the historic plaque at the site.*

Further information is necessary to develop the scope of a historic preservation project, in accordance with the applicable historic *Standards*, as described in this preliminary letter report. This report was created for the exclusive use of the Client and may not be assigned without written consent from Walker Consultants. Use of this report by others shall be at their own risk.

Walker Consultants appreciates the opportunity to continue to assist the City of Fernandina Beach and the preservation team at the Amelia Island Lighthouse and be a part of future preservation efforts. If there are any questions regarding the findings, recommendations, and/or opinion of probable costs outlined in this report, please do not hesitate to contact us.

Sincerely,

WALKER CONSULTANTS



Sara Holcomb, P.E. (FL)
Senior Restoration Consultant



Jordan Albert, E.I.T. (CO)
Restoration Consultant II

Enclosures Limitations
Appendix A – Opinion of Probable Costs
Appendix B – Historic Material Test Reports

Limitations

This report contains the professional opinions of Walker Consultants based on the conditions observed as of the date of our site visit and documents made available to us by Client's Name (Client). This report is believed to be accurate within the limitations of the stated methods for obtaining information.

We have provided our opinion of probable costs from visual observations, limited testing, and field survey work. The opinion of probable repair costs is based on available information at the time of our assessment and from our experience with similar projects. There is no warranty to the accuracy of such cost opinions as compared to bids or actual costs. This condition appraisal and the recommendations therein are to be used by Client with additional fiscal and technical judgment.

It should be noted that our recommendations are conceptual in nature and do not represent changes to the original design intent of the structure. As a result, this report does not provide specific repair details or methods, construction contract documents, material specifications, or details to develop the construction cost from a contractor.

Based on the agreed scope of services, the assessment was based on certain assumptions made on the existing conditions. Some of these assumptions cannot be verified without expanding the scope of services or performing more invasive procedures on the structure. More detailed and invasive testing may be provided by Walker Consultants as an additional service upon written request from Client.

The recommended repair concepts outlined represents current generally accepted technology. This report does not provide any kind of guarantee or warranty on our findings and recommendations. Our assessment was based on and limited to the agreed scope of work. We do not intend to suggest or imply that our observation has discovered or disclosed latent conditions or has considered all possible improvement or repair concepts.

A review of the facility for Building Code compliance and compliance with the Americans with Disabilities Act (ADA) requirements was not part of the scope of this project. However, it should be noted that whenever significant repair, rehabilitation or restoration is undertaken in an existing structure, ADA design requirements may become applicable if there are currently unmet ADA requirements.

Similarly, we have not reviewed or evaluated the presence of, or the subsequent mitigation of, hazardous materials including, but not limited to, asbestos and PCB.

This report was created for the use of Client and may not be assigned without written consent from Walker Consultants. Use of this report by others is at their own risk. Failure to make repairs recommended in this report in a timely manner using appropriate measures for safety of workers and persons using the facility could increase the risks to users of the facility. Client assumes all liability for personal injury and property damage caused by current conditions in the facility or by construction, means, methods and safety measures implemented during facility repairs. Client shall indemnify or hold Walker Consultants harmless from liability and expense including reasonable attorney's fees, incurred by Walker Consultants as a result of Client's failure to implement repairs or to conduct repairs in a safe and prudent manner.

Appendix A: Opinion of Probable Costs

Repair Item	Estimated Repair Quantity	Unit	Estimated Unit Price	Total
Year 1: Limited Interior Masonry Preservation & Repairs				
Masonry Cleaning & Paint Stripping (Interior Walls Only)	3,000	SF	$ 25.00	$ 75,000.00
			Construction Subtotal Year 1	**$ 75,000.00**
			Contractor General Conditions/Mobilization (~20%)*	$ 15,000.00
			Project Contingency (~15%)	$ 11,250.00
			Consultant Design, Bidding & Construction Administration Fees**	$ 30,000.00
			Total Estimated Year 1 Project Cost	**$ 131,250.00**
Year 2: Exterior Lighthouse Cladding Preservation, Selective Repairs & Coating				
Exterior Stucco Patch Repairs, Cleaning & Mineral Coat Application	1	LS	$ 400,000.00	$ 400,000.00
Granite Stair Tread Consolidation	1,500	SF	$ 20.00	$ 30,000.00
			Construction Subtotal Year 2	**$ 430,000.00**
			Contractor General Conditions/Mobilization (~20%)*	$ 86,000.00
			Project Contingency (~15%)	$ 64,500.00
			Consultant Design, Bidding & Construction Administration Fees**	$ 44,500.00
			Total Estimated Year 2 Project Cost	**$ 625,000.00**
Year 3: Comprehensive Interior Masonry Re-pointing				
100% Masonry Joint Re-Pointing	3000	SF	$ 140.00	$ 420,000.00
			Construction Subtotal Year 3	**$ 420,000.00**
			Contractor General Conditions/Mobilization (~20%)*	$ 84,000.00
			Project Contingency (~15%)	$ 63,000.00
			Consultant Design, Bidding & Construction Administration Fees**	$ 58,000.00
			Total Estimated Year 3 Project Cost	**$ 625,000.00**
Year 4: Selective Interior Masonry Repairs & Consolidant Application				
Application of Breathable Brick Masonry Consolidant (Clear, Interior Walls Only)	3000	SF	$ 20.00	$ 60,000.00
Selective Brick Masonry Replacement	1,500	SF	$ 250.00	$ 375,000.00
			Construction Subtotal Year 4	**$ 435,000.00**
			Contractor General Conditions/Mobilization (~20%)*	$ 87,000.00
			Project Contingency (~15%)	$ 65,250.00
			Consultant Design, Bidding & Construction Administration Fees**	$ 37,750.00
			Total Estimated Year 4 Project Cost	**$ 625,000.00**

Please note that for estimating purposes, all numbers in the above table have been rounded to the nearest $1,000.

* Project phased breakdown includes “Contractor General Conditions and Mobilization”, estimated at 20% of the project contract total. This line item is intended to capture miscellaneous and currently unknown costs associated with construction escalation (increases in labor or materials), inflation, contractor access – such as custom scaffolding - and mobilization logistics (which may vary for each project and year based on site conditions, safety regulations, weather, and other client-mandated requirements). These numbers do not include estimates for

performance and payment bonds or taxes. *If engaged for design services, Walker can assist in providing annual cost estimate updates each year, based on Client-approved project phasing and State-approved funding requirements.*

** Walker has provided fee estimates for our design and project management services associated with a 4-year phased preservation project approach. Walker will develop a proposal for each project year and provide a more accurate fee once the scope has been identified in each project year. Our Year 1 fee estimate includes initial development of lighthouse elevation and plan drawings and front end specifications to be adapted for all four year's projects. Each project's consultant fee estimate represents the development of construction documents suitable for submission to the State to secure grant funding for each phase of the work, bidding assistance, and construction project management, including critical mock-up and submittal reviews, and periodic site visits to inspect the work, ensuring compliance with applicable historic standards throughout the projects.

Appendix B: Historic Material Test Reports

REPORT OF MORTAR AND STUCCO ANALYSIS

Project:
Amelia Island Lighthouse Consulting
Walker Project No.: 15-002681.00

Reported To:
Walker Consultants
10375 Park Meadows Drive, Suite 425
Lone Tree, CO 80124

Attn: Sara Holcomb
AET Project No.: P-0020522 **Date:** March 20, 2023

INTRODUCTION

This report presents the results of laboratory work performed by our firm on one of nine mortar samples and one exterior cladding (stucco) sample submitted by you on February 17, 2023. The mortar and stucco samples were reportedly procured from the lighthouse on Amelia Island, Florida. Information obtained online indicates the lighthouse was established in its current location circa 1838 and has undergone several alterations since its inception. The age of the mortar and stucco samples is unknown to us and is in question. The scope of our work was confined to performing petrographic and chemical analysis on the mortar sample #8 and the exterior cladding sample, per ASTM C1324 "Examination and Analysis of Hardened Masonry Mortar" to document the condition, composition, and proportions of the mortar and stucco sample; and if possible, provide comments on their age, depth of carbonation, and cement morphology. Three paint samples and four brick samples were also received for analysis and their results are reported separately.

CONCLUSIONS

Based on our observations and testing, we believe:

1. The following table outlines the volumetric proportions of ingredients documented in the submitted samples:

Sample ID	Portland Cement	Slag Cement	Sand
Exterior Cladding	1	0.2	3.0

Sample ID	Hydrated Lime	Sand
Mortar Sample #8	1	3.0

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2. Mortar sample #8 was composed of a fairly well consolidated mixture of hydrated lime and a naturally occurring sand. The mortar paste was soft (Mohs ≈ 2.5) and ranged from pale yellowish brown to dark yellowish orange in coloration (Munsell® 10YR 6/2 to 10YR 6/6). The lime observed in the mortar consisted of fine sand to silt-sized agglomerations that appeared bright white in hand sample. The binder was fully carbonated and contained many autogenous shrinkage microcracks – typical of those that form during the drying and curing of lime-based materials. The mortar was not air entrained.

3. The exterior cladding sample was a composite section of two distinct stucco applications, and our analysis was focused on the outermost/exterior stucco layer. The analyzed layer was composed of a well consolidated mixture of portland cement, slag cement, and a naturally occurring sand. The stucco paste was soft (Mohs ≈ 2.5) and ranged from similar to yellowish gray to light olive gray (Munsell® 5Y 8/1 to 5Y 6/1). Several sand to pebble-sized paste nodules or agglomerations were documented throughout the stucco binder which contained abundant residual cement particles. The stucco was air entrained and contained an estimated 4 to 6% air void content. The binder was carbonated through a depth of 4 mm (5/32") to 5 mm (3/16") from the outer surface and exhibited partial carbonation throughout the remainder of the thickness. The exterior surface of the stucco was coated with up to four thin (< 1 mm each) applications of material which appeared to be: a lime parge coat, a red-colored primer, and white-colored paint. The underlying stucco layer contained portland cement and abundant carbonate fines and was consistent with masonry cement composition.

4. The fine aggregate in mortar sample #8 was a natural quartz and feldspar sand. The sand within the mortar was very uniformly graded with a very consistent particle size throughout the mortar. The individual grains were mostly sub-angular to sub-round with a few angular particles also observed. The mortar fine aggregate was consistent with a locally sourced 'beach sand'.

5. The fine aggregate in the stucco was a naturally occurring quartz and carbonate sand. The sand within the stucco was well graded, with a wide range of particle sized present. The individual grains were mostly sub-angular to sub-round with a few angular particles also observed.

SAMPLE IDENTIFICATION

Sample Type: Hardened Masonry Mortar

Sample ID	Sample Size
Mortar Sample #1	Powder ~ 14 grams
Mortar Sample #2	Powder ~ 29 grams
Mortar Sample #3	Powder ~ 36 grams
Mortar Sample #4	Powder ~ 30 grams
Mortar Sample #5	Powder ~ 19 grams
Mortar Sample #6	Several Fragments ~ 190 grams
Mortar Sample #7	Powder ~ 177 grams

Sample ID	Sample Size
Mortar Sample #8	Several Fragments ~ 170 grams
Stair Mortar Sample	Several Fragments ~ 100 grams

Sample Type: Hardened Stucco Section

Sample ID	Length	Width	Height
Exterior Cladding	64 mm (2-1/2")	64 mm (2-1/2")	25 mm (1")

DISCUSSION

The composition of the analyzed mortar sample was consistent with originating from historic masonry construction and was likely from the original construction. According to the U.S. National Archives[1], "Stucco was applied to the exterior walls about 1890", however, the submitted stucco sample composition was not consistent with masonry construction of that time. The residual portland cement clinker within the stucco binder was much finer than would be expected of portland cement of that age. Portland cement did not realize widespread use in the United States until around the 1880s. Early portland cements were coarsely ground, resulting in fine to coarse sand-sized clinker particles. The clinker particles observed within the stucco were consistent with a more recent (late 20th century) portland cement and reached up to 175 microns in diameter. The techniques and equipment required to grind portland cement to the size observed in the stucco would not have been available in 1890. The presence of slag cement within the binder is also suggestive of non-historic construction. Additionally, the analyzed stucco overlaid a separate stucco placement that contained a masonry cement binder. Masonry cement mortars were not implemented until the late 1920s. Furthermore, the depth of carbonation is shallower than would be expected of a stucco placed in the late 19th century. No alterations to the stucco exterior of the lighthouse during the 20th century were documented within the referenced National Register document.

[1]National Register of Historic Places Registration Form, U.S. Department of the Interior

TEST PROCEDURES

Laboratory testing was performed on February 20, 2023, and subsequent dates. Our procedures were as follows:

1.0 Chemistry

Chemical Analysis was performed following procedures in ASTM C1324-latest revision, Standard Test Method for Examination and Analysis of Hardened Masonry Mortar. The test method is used for providing the proportion of the components in some masonry mortars. The petrographic findings suggest this method is applicable for this sample to provide the raw data that is used for estimating the mortar composition.

Dry Loss and Loss on ignition data at 105°, 550° and 950°C was measured following ASTM C1324-10, "Standard Test Method for Examination and Analysis of Hardened Masonry Mortar," Section 9.5. Insoluble residue was determined following ASTM C1324 Section 9.4. Siliceous aggregate content was calculated from the insoluble residue. Silicon and calcium content was measured, when applicable, according to ASTM C1324, "Standard Test Method for Examination and Analysis of Hardened Masonry Mortar." Slag is not a component of proportion based mortars and is not addressed in ASTM C1324. Slag content is estimated using the raw chemistry determinations.

2.0 Petrography

Petrographic observations were performed in accordance with Standard Operating Procedure 24 LAB 005, "Examination and Analysis of Hardened Masonry Mortar," ASTM C1324 - Section 8 Petrographic Examination. The hand sample was viewed under an Olympus SZX12 stereo-zoom microscope with magnification up to 100x. Thin section analysis was performed in accordance with Standard Operating Procedure 24 LAB 012, "Preparation of Thin Sections for Petrographic Analysis, AET Method". The samples are first epoxy-impregnated, highly polished, then epoxied to a glass slide. The excess sample is cut from the glass and the slide is polished until the material reaches 25 microns or less in thickness. The resulting sample is reviewed under a Nikon E600 petrographic microscope at magnifications up to 600x. Thin section analysis is used to identify various cementitious and non-cementitious portions of the mortar.

REMARKS

The remaining portions of the sample will be retained for a period of sixty days from the date of this report. Unless further instructions are received by that time, the samples may be discarded. The services for this project have been conducted in a manner consistent with that level of care and skill exercised by members of the profession currently practicing in this area under similar budget and time constraints. The results relate only to the sample analyzed. No warranty, expressed or implied, is made.

We appreciate the opportunity to have been of service to you on this project. If you have any questions regarding the information presented in this report or if we can be of additional assistance, please contact us.

Report Prepared By:
American Engineering Testing, Inc.

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CHEMICAL RESULTS

Chemical results and calculations are below. Table IA reports the measured chemical composition of the mortar sample following ASTM C 1324. Table IIA reports the calculated values. The calculated volumetric ratio of portland cement to slag cement to sand is presented in Table IIIA.

Table IA: Measured Composition of Mortar Sample

Client ID	Exterior Cladding
Loss @ 105 ° C	4.63
Loss @ 550 ° C	2.37
Loss @ 950 ° C	5.24
% Soluble Silica	5.42
% Insoluble Residue	65.2

Table IIA: Calculated Composition of Mortar Sample

Client ID	Exterior Cladding
Siliceous Sand %	65.2
Portland Cement %	25.7
Slag Cement %	2.0

Table IIIA: Calculated Volumetric Composition of Mortar Sample

Client ID	Exterior Cladding
Portland Cement content	1
Slag Cement content	0.2
Sand content	3.0
Portland Cement to Slag Cement to Sand	1 : 0.2 : 3.0

Chemical results and calculations are below. Table IB reports the measured chemical composition of the mortar sample following ASTM C 1324. Table IIB reports the calculated values. The calculated volumetric ratio of hydrated lime to sand is presented in Table IIIB.

Table IB: Measured Composition of Mortar Sample

Client ID	Mortar Sample #8
Loss @ 105 ° C	4.43
Loss @ 550 ° C	1.17
Loss @ 950 ° C	7.99
% Soluble Silica	0.63
% Calcium Oxide	
% Insoluble Residue	78.4

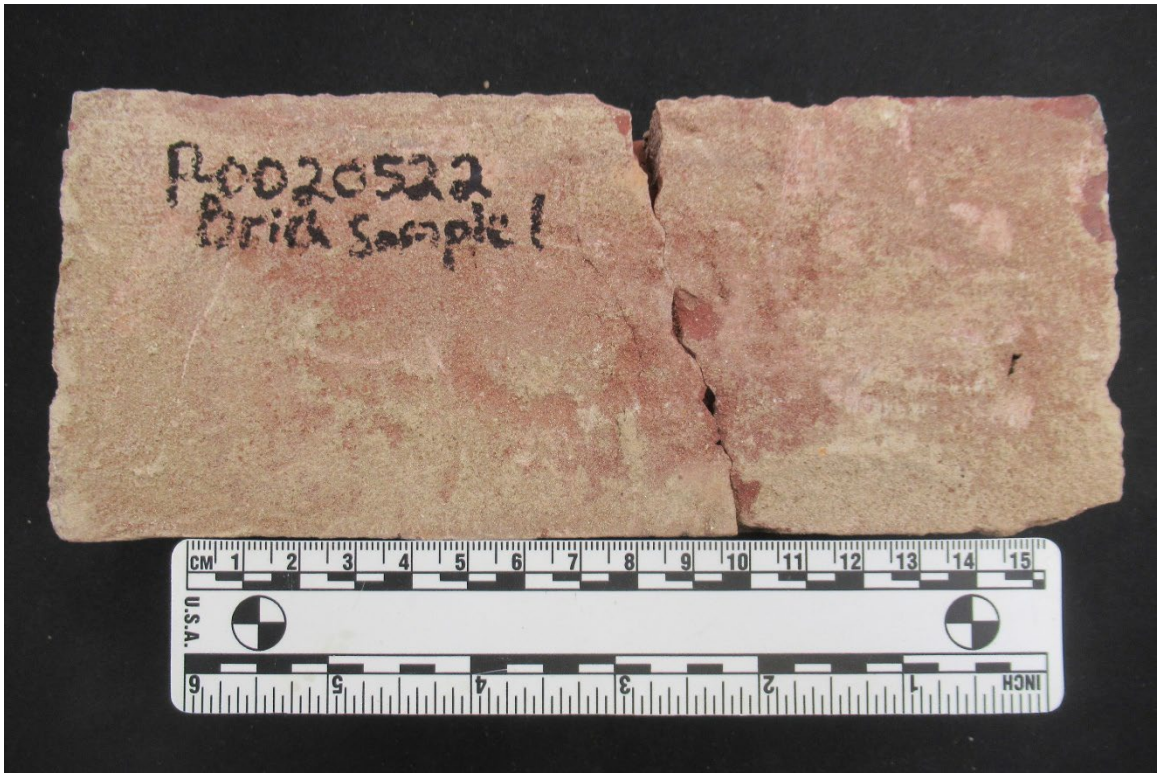
Table IIB: Calculated Composition of Mortar Sample

Client ID	Mortar Sample #8
Siliceous Sand %	78.4
Hydrated Lime %	12.9

Table IIIB: Calculated Volumetric Composition of Mortar Sample

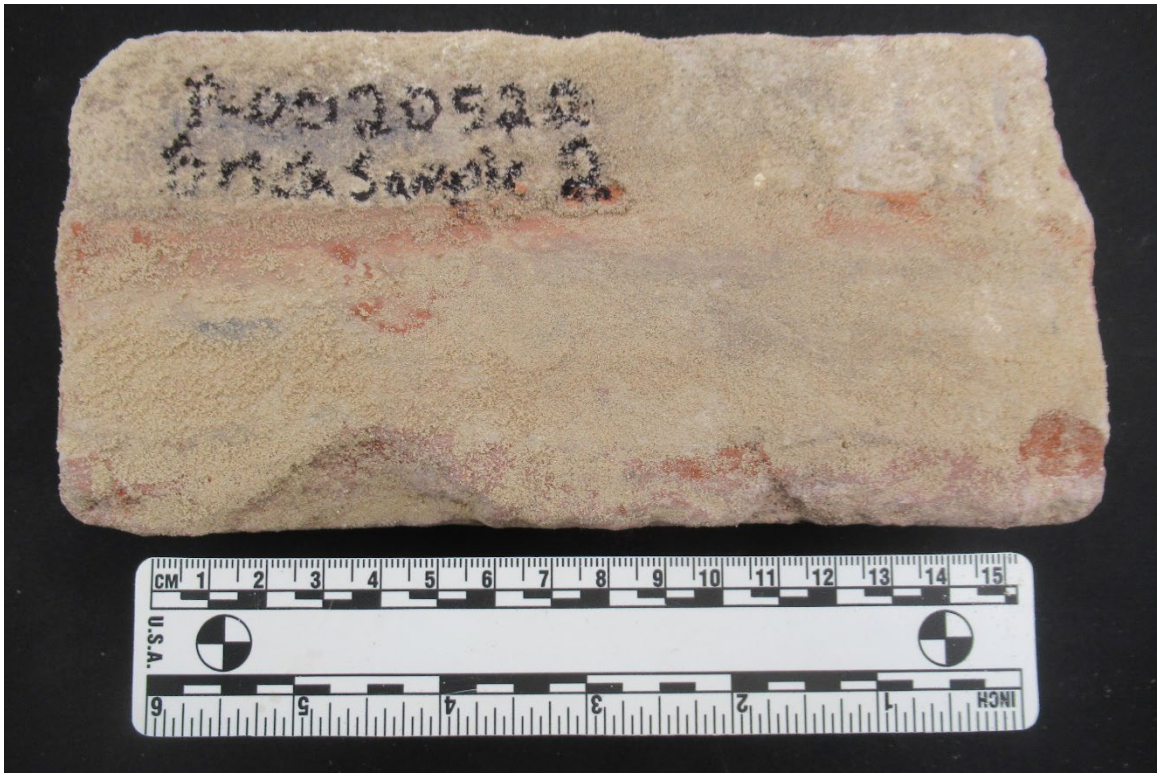
Client ID	Mortar Sample #8
Lime content	1
Sand content	3.0
Lime to Sand	1 : 3.0

Photo: 1



Sample ID: Brick Sample #1 **Description:** Profile of the brick sample as received.

Photo: 2



Sample ID: Brick Sample #2 **Description:** Profile of the brick sample as received.

Photo: 3



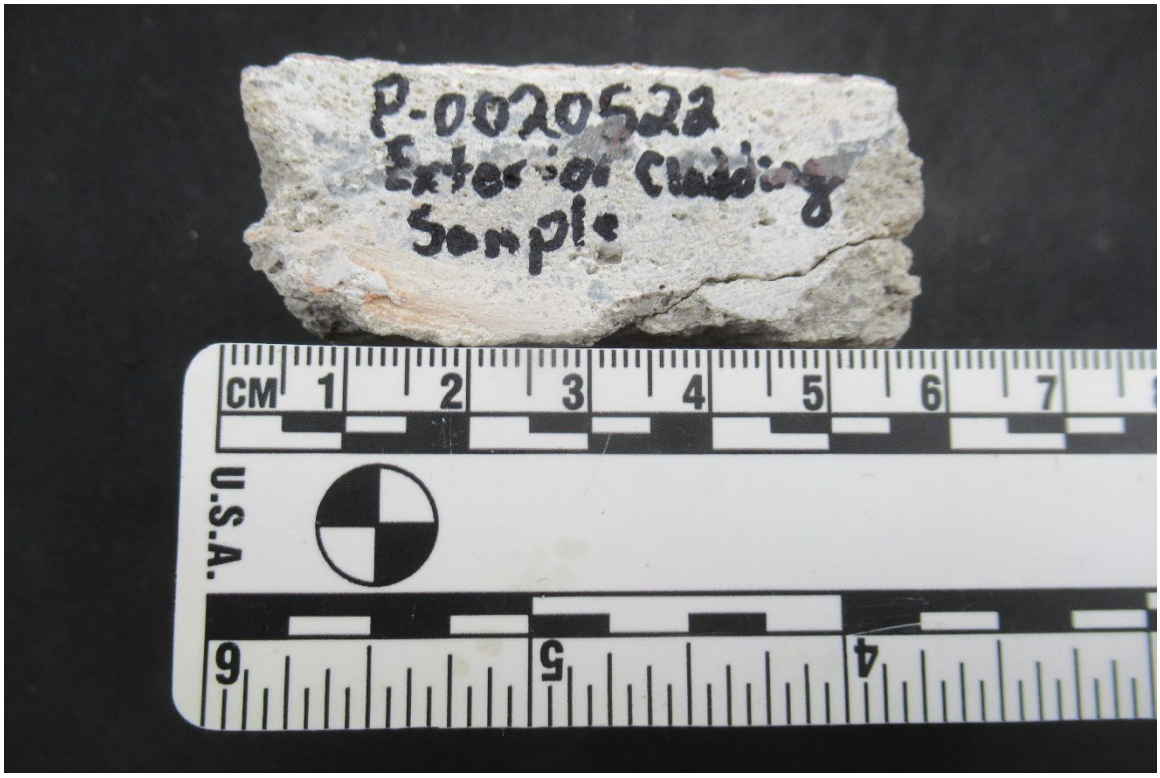
Sample ID: Brick Sample #3 **Description:** Profile of the brick sample as received.

Photo: 4



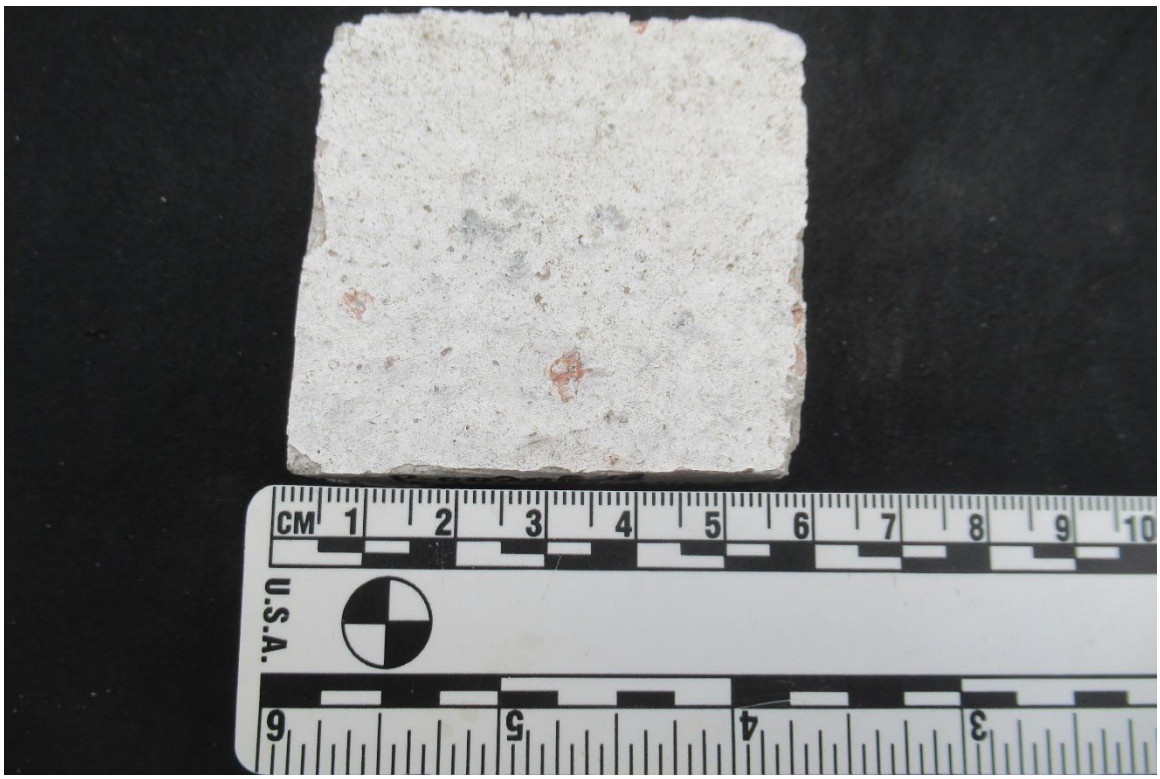
Sample ID: Brick Sample #4 **Description:** Profile of the brick sample as received.

Photo: 5



Sample ID: Exterior Cladding Sample **Description:** Profile of the stucco sample as received.

Photo: 6



Sample ID: Exterior Cladding Sample **Description:** Outer surface of the stucco sample as received.

Photo: 7



Sample ID: Mortar Sample #1 **Description:** Overall view of the mortar sample as received.

Photo: 8



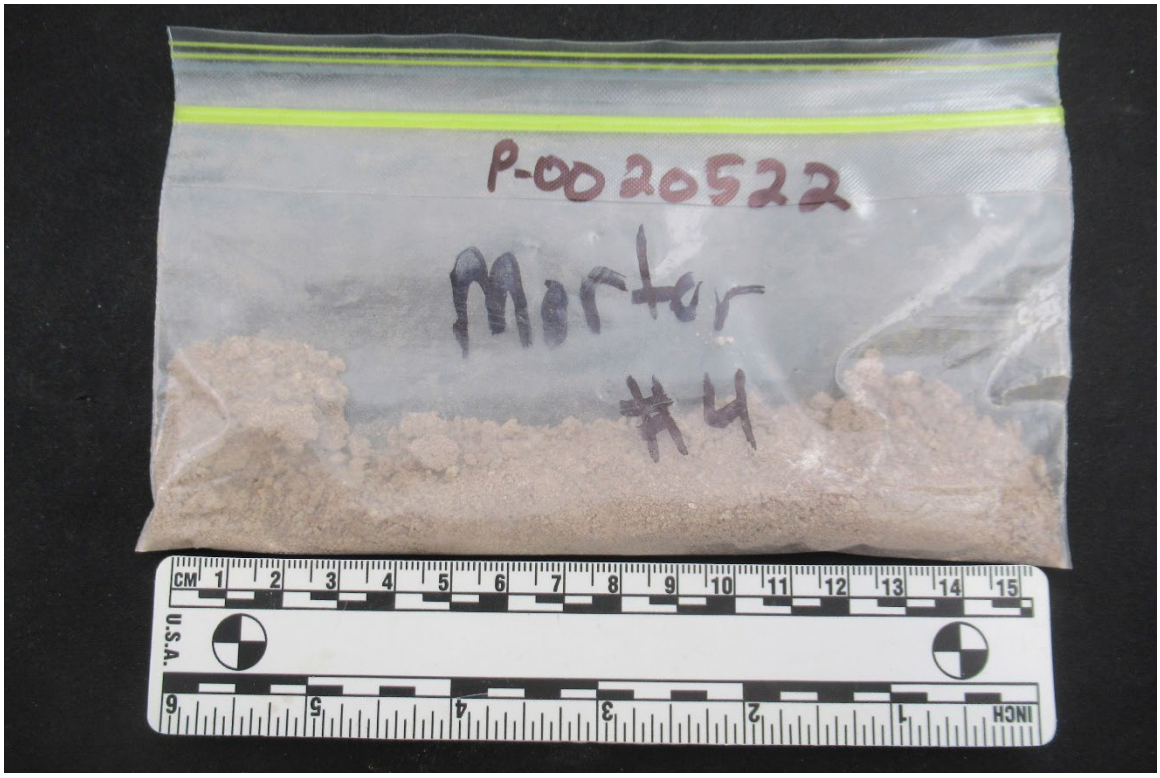
Sample ID: Mortar Sample #2 **Description:** Overall view of the mortar sample as received.

Photo: 9



Sample ID: Mortar Sample #3 **Description:** Overall view of the mortar sample as received.

Photo: 10



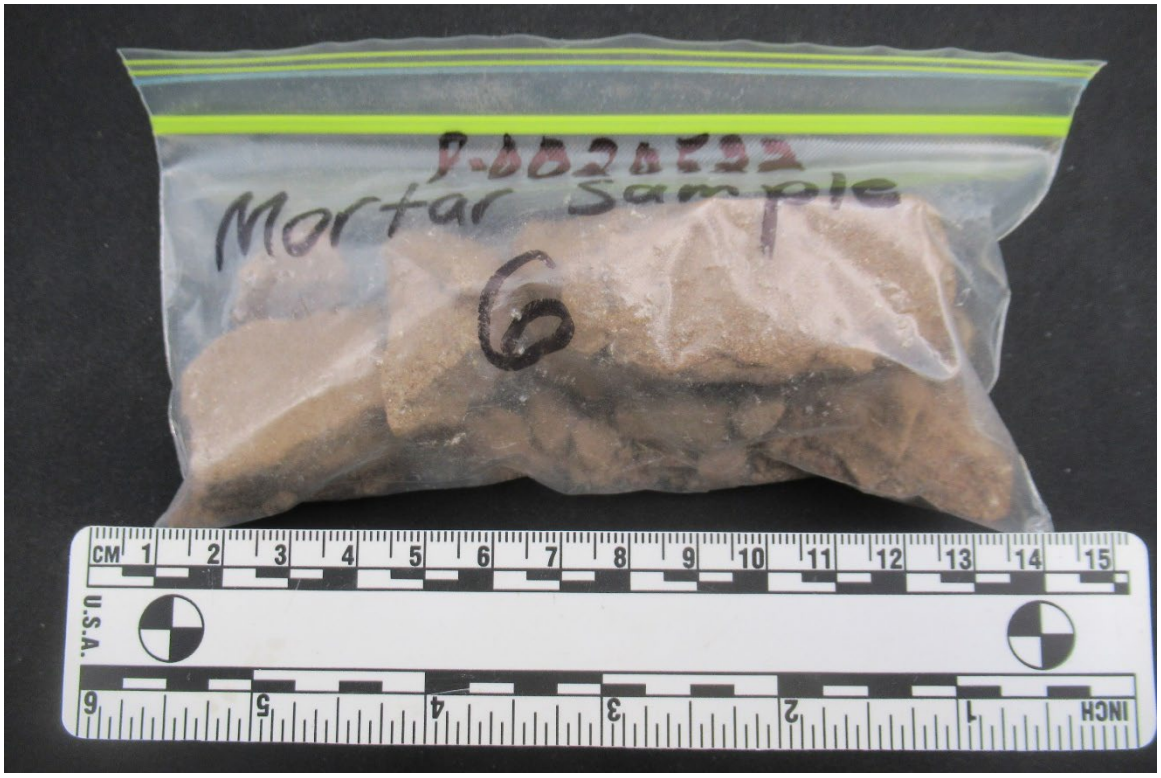
Sample ID: Mortar Sample #4 **Description:** Overall view of the mortar sample as received.

Photo: 11



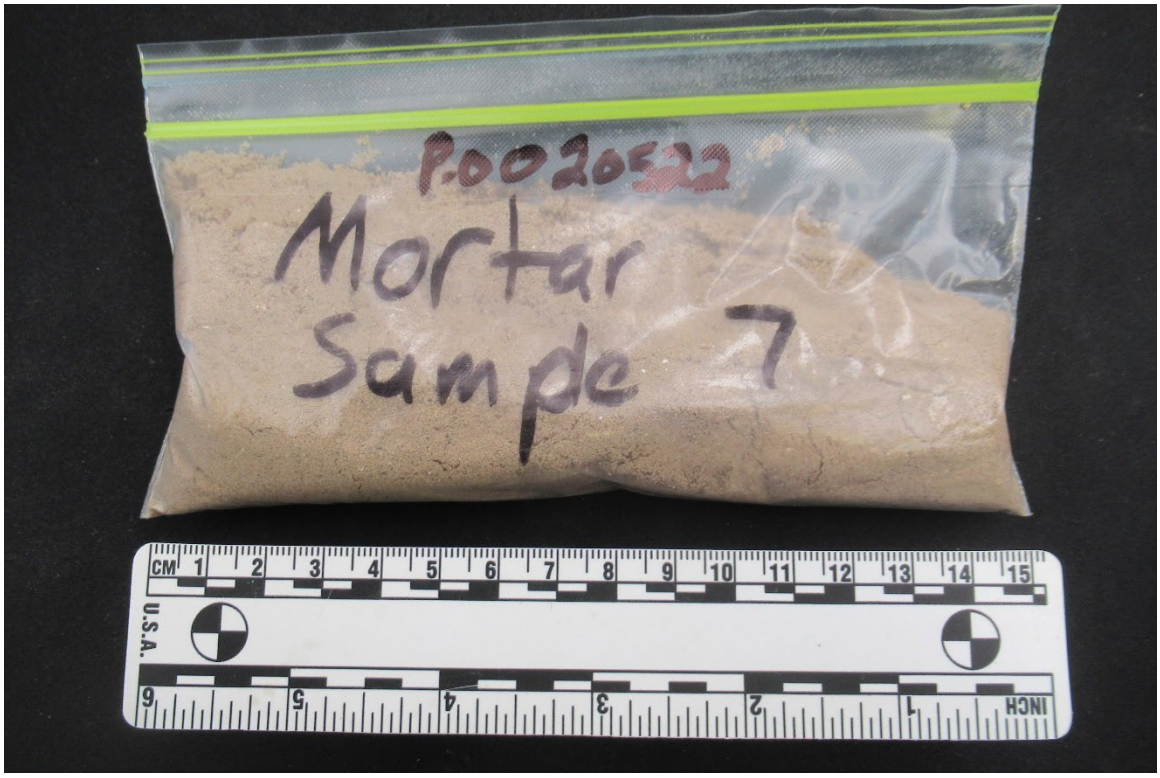
Sample ID: Mortar Sample #5 **Description:** Overall view of the mortar sample as received.

Photo: 12



Sample ID: Mortar Sample #6 **Description:** Overall view of the mortar sample as received.

Photo: 13



Sample ID: Mortar Sample #7 **Description:** Overall view of the mortar sample as received.

Photo: 14



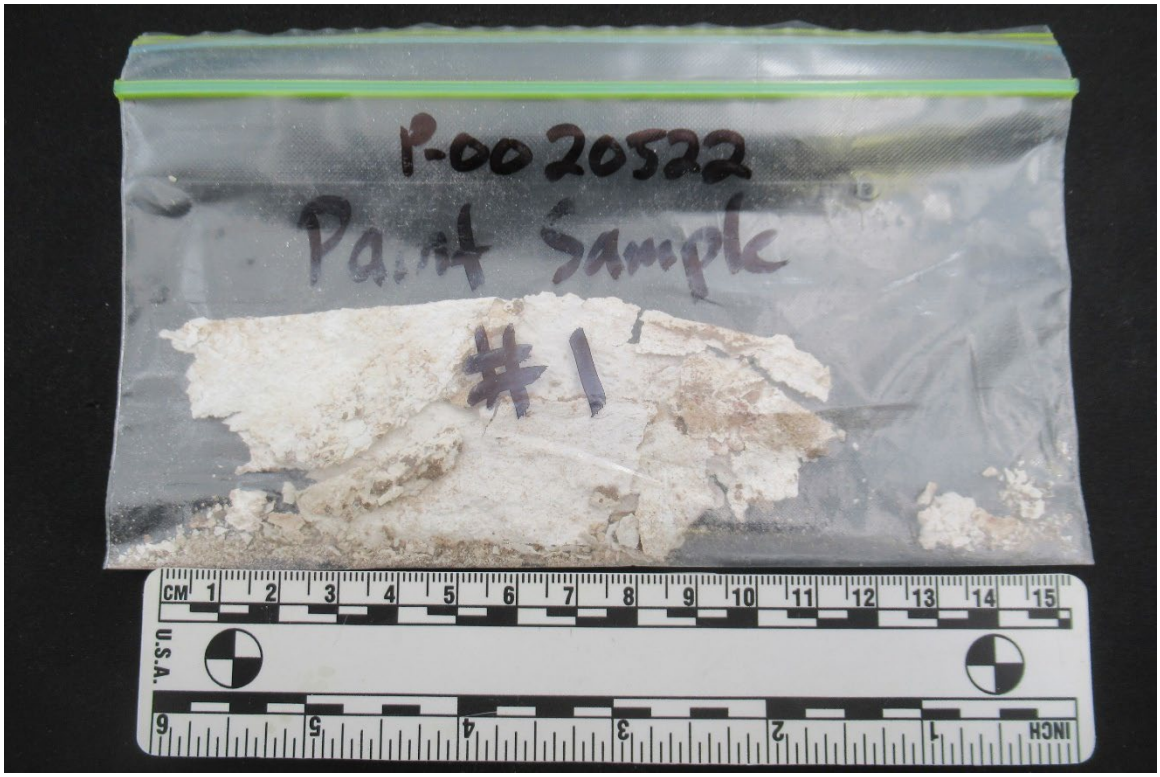
Sample ID: Mortar Sample #8 **Description:** Overall view of the mortar sample as received.

Photo: 15



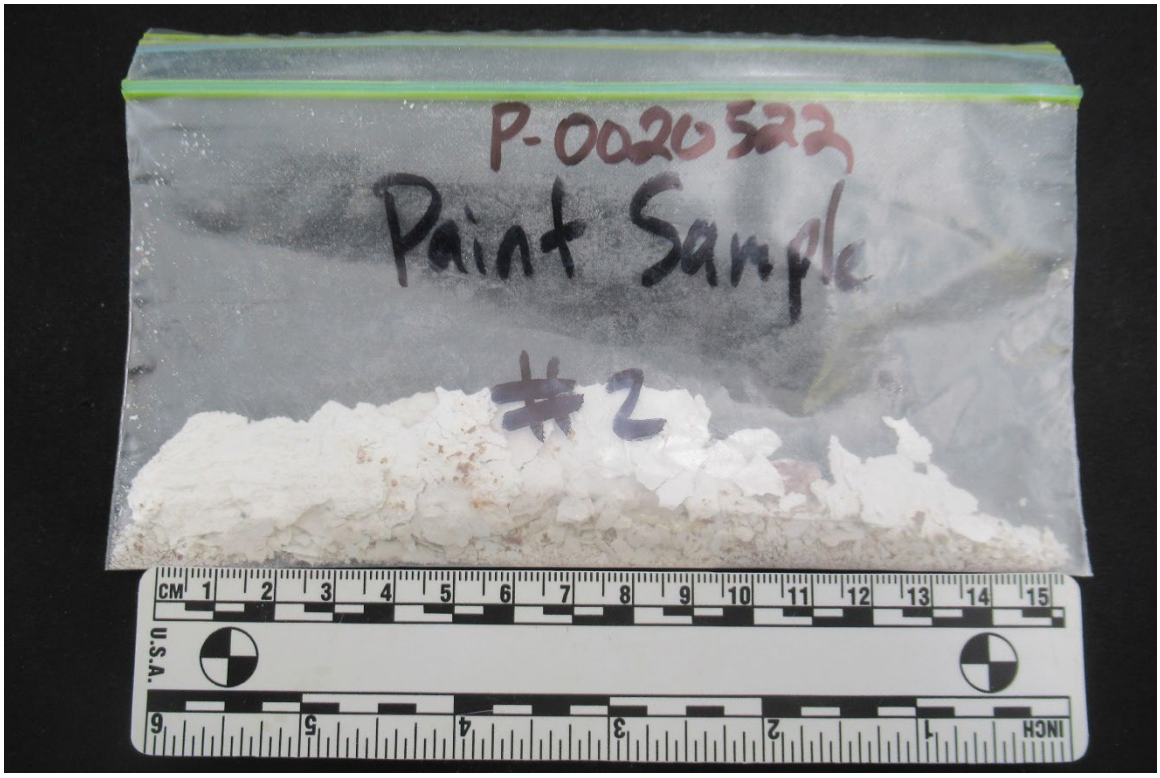
Sample ID: Stair Mortar Sample **Description:** Overall view of the mortar sample as received.

Photo: 16



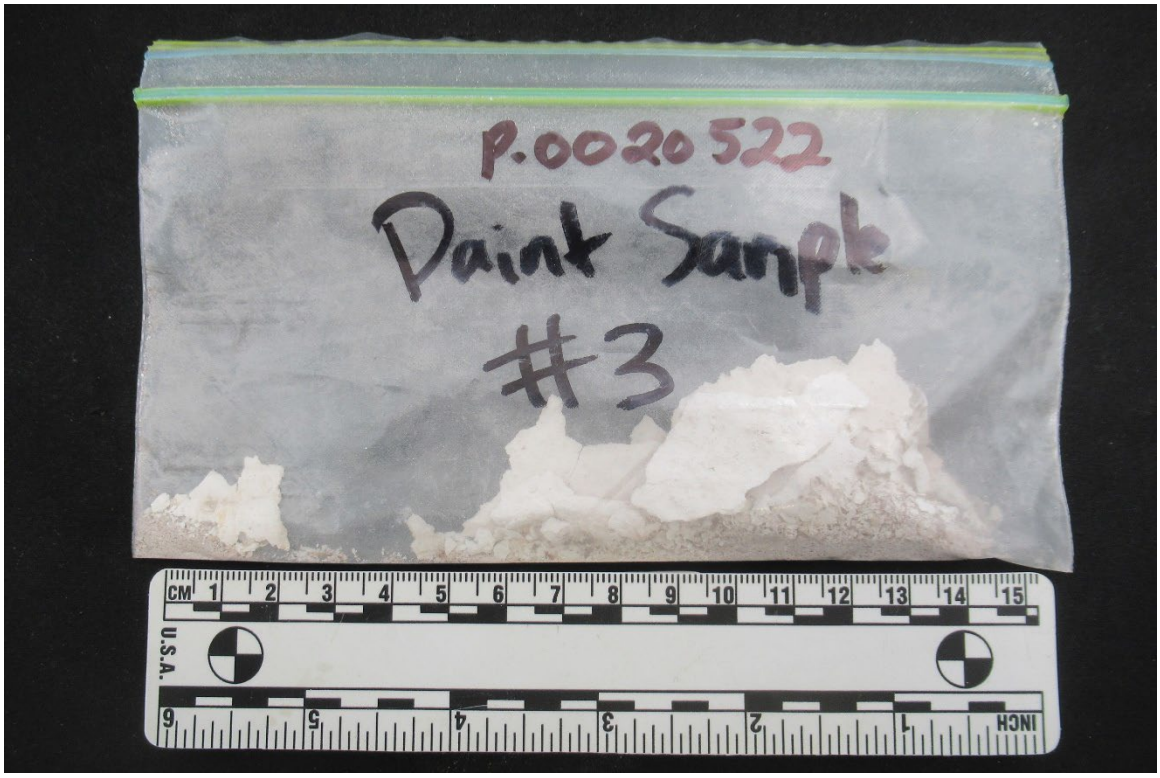
Sample ID: Paint Sample #1 **Description:** Overall view of the paint sample as received.

Photo: 17



Sample ID: Paint Sample #2 **Description:** Overall view of the paint sample as received.

Photo: 18



Sample ID: Paint Sample #3 **Description:** Overall view of the paint sample as received.

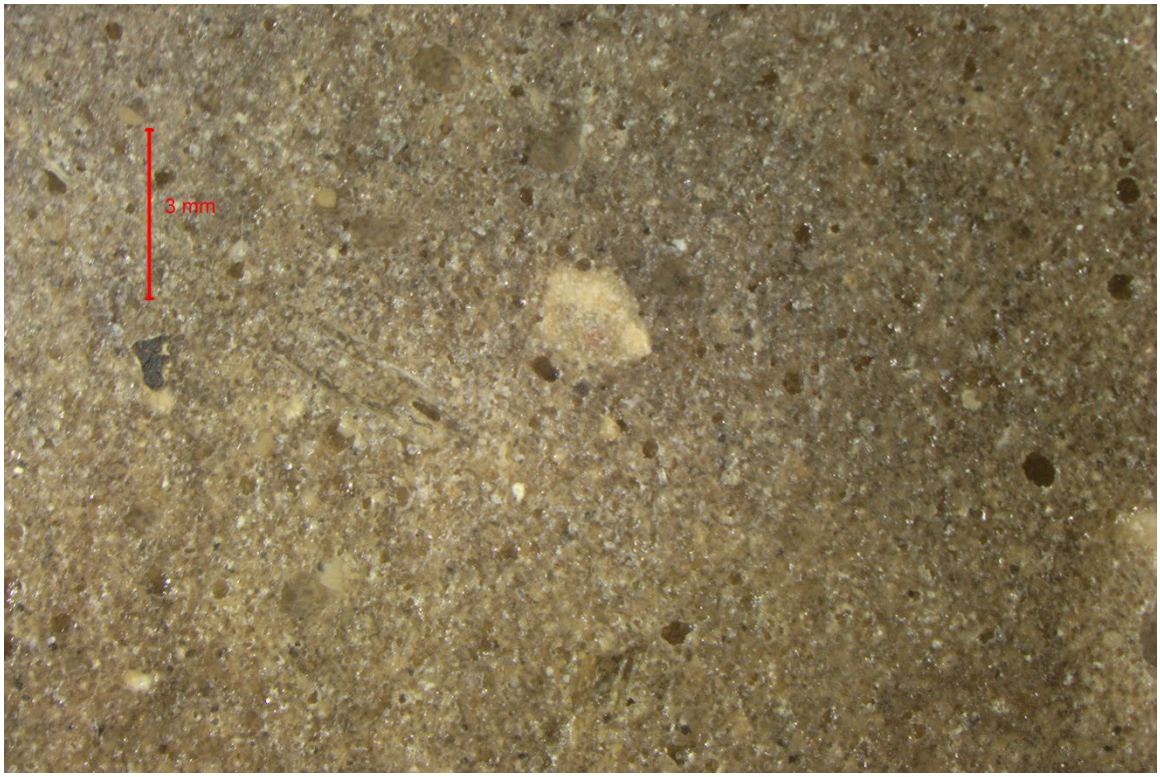
Photo: 19



Sample ID: Exterior Cladding Sample
Mag: 7x

Description: Lapped surface of the stucco after epoxy stabilization, viewed at low magnification. Note up to four applications or layers were applied to the outer surface (parge coat, primer, and paint).

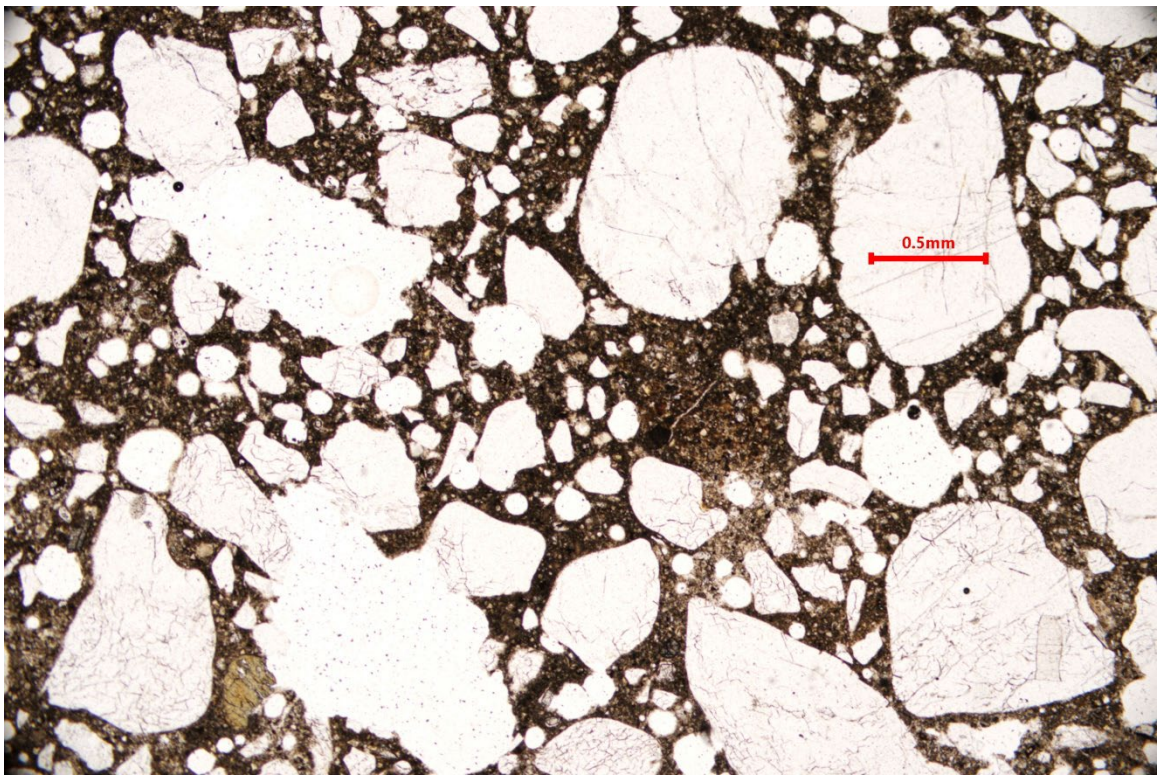
Photo: 20



Sample ID: Mortar Sample #8
Mag: 7x

Description: Lapped surface of the mortar after epoxy stabilization, viewed at low magnification.

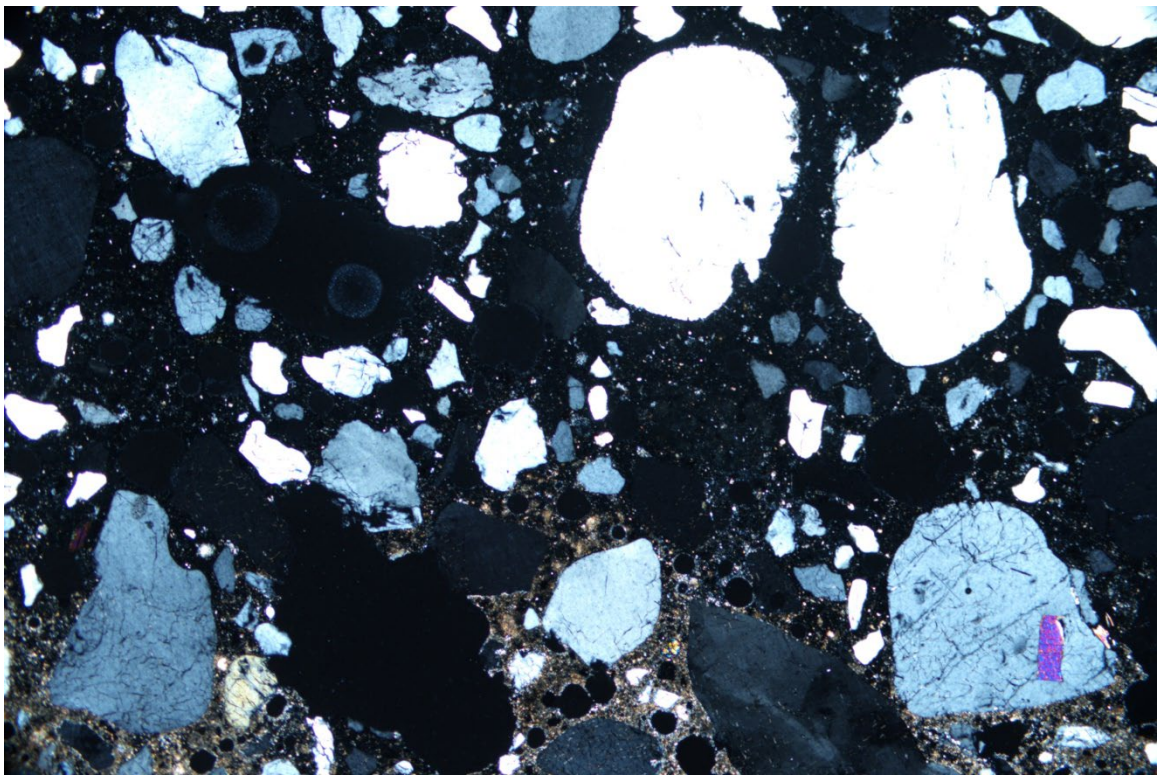
Photo: 21



Sample ID: Exterior Cladding Sample **Description:** Overall view of stucco in thin section under transmitted plane polarized light.

Mag: 40x

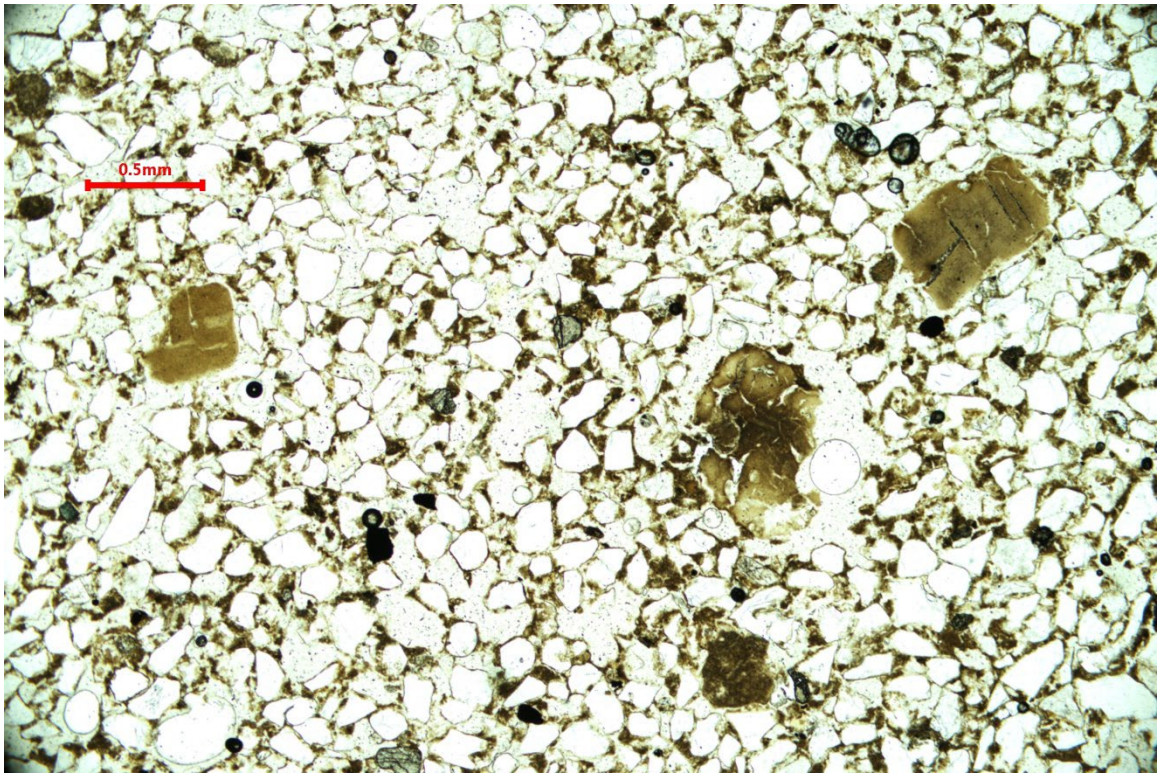
Photo: 22



Sample ID: Exterior Cladding Sample **Description:** Same view as above under transmitted cross polarized light.

Mag: 40x

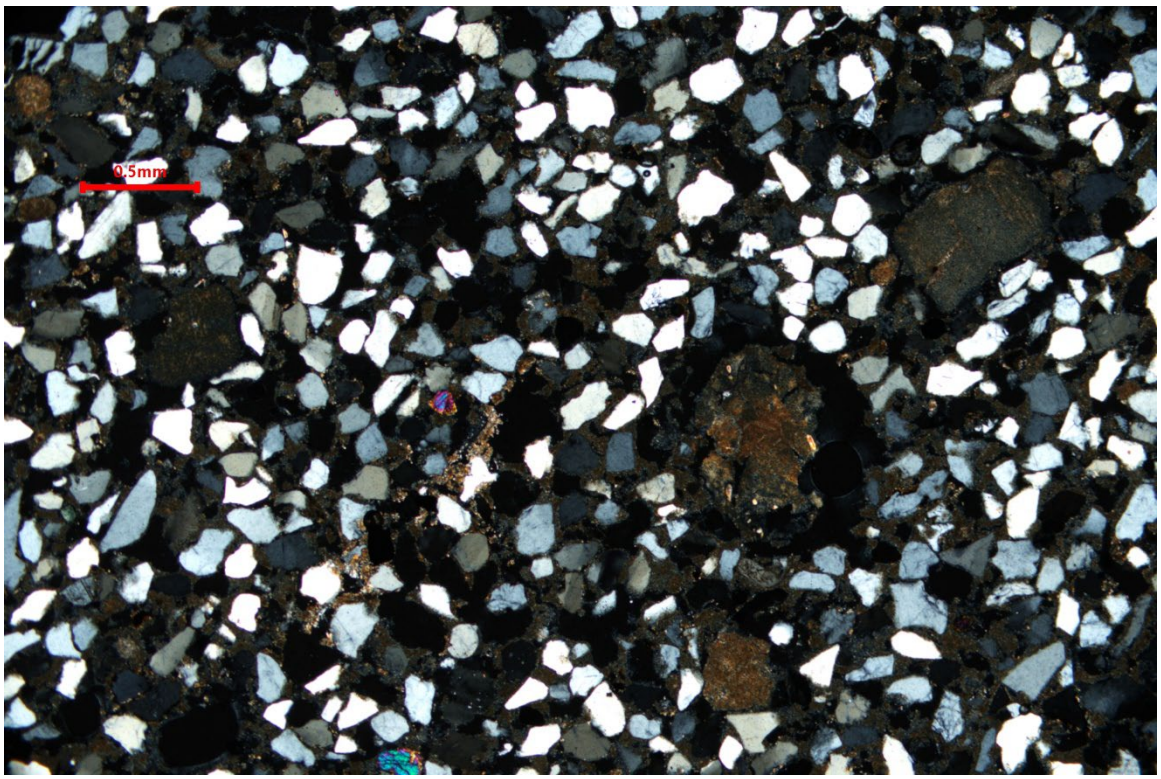
Photo: 23



Sample ID: Mortar Sample #8 **Description:** Overall view of mortar in thin section under transmitted plane polarized light.

Mag: 40x

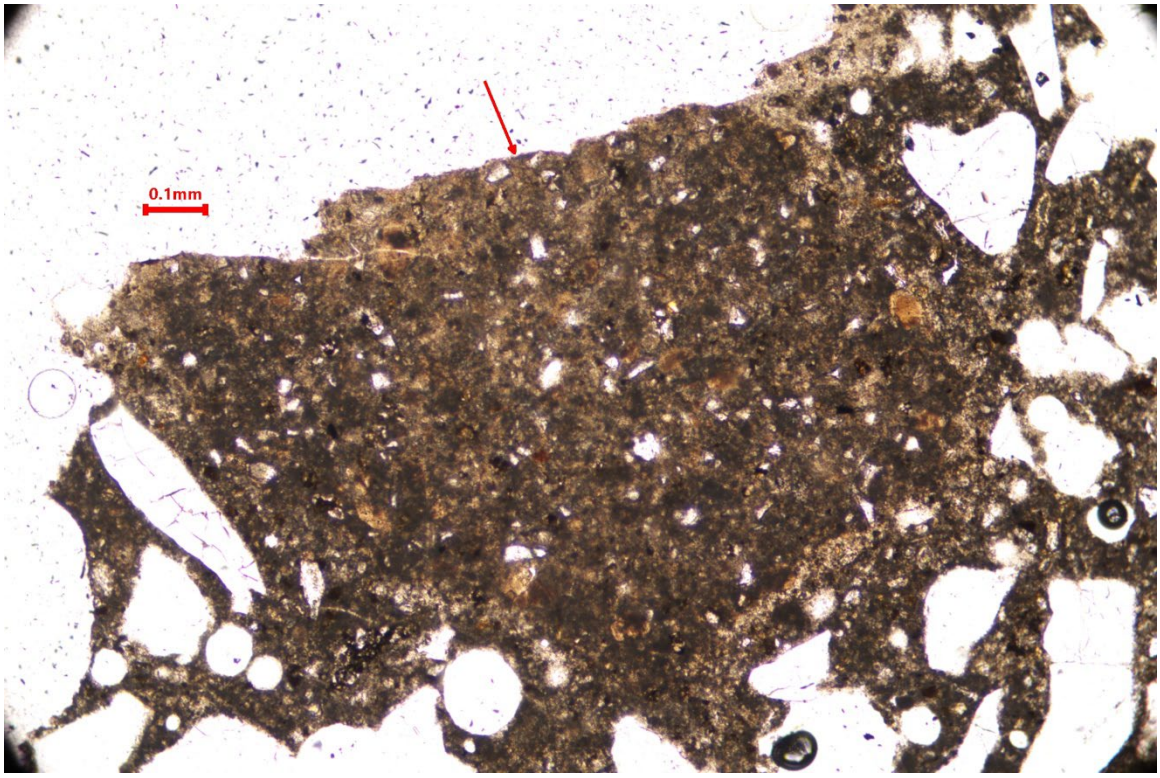
Photo: 24



Sample ID: Mortar Sample #8 **Description:** Same view as above under transmitted cross polarized light.

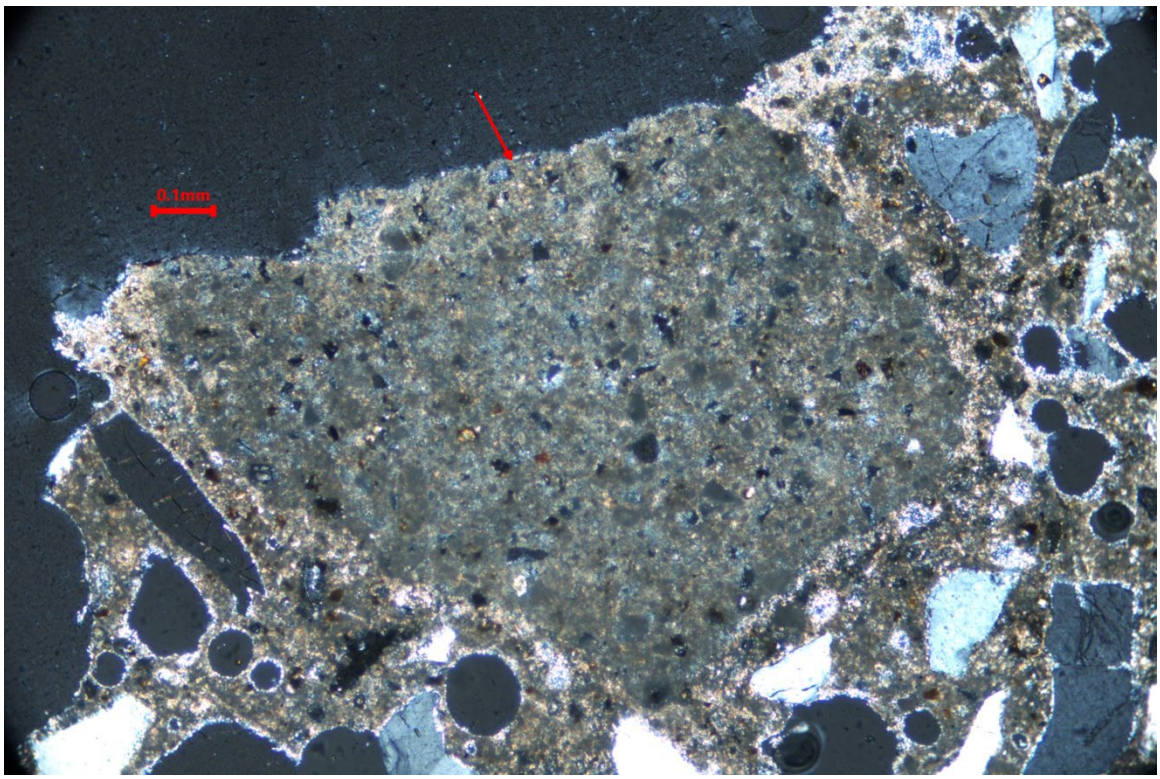
Mag: 40x

Photo: 25



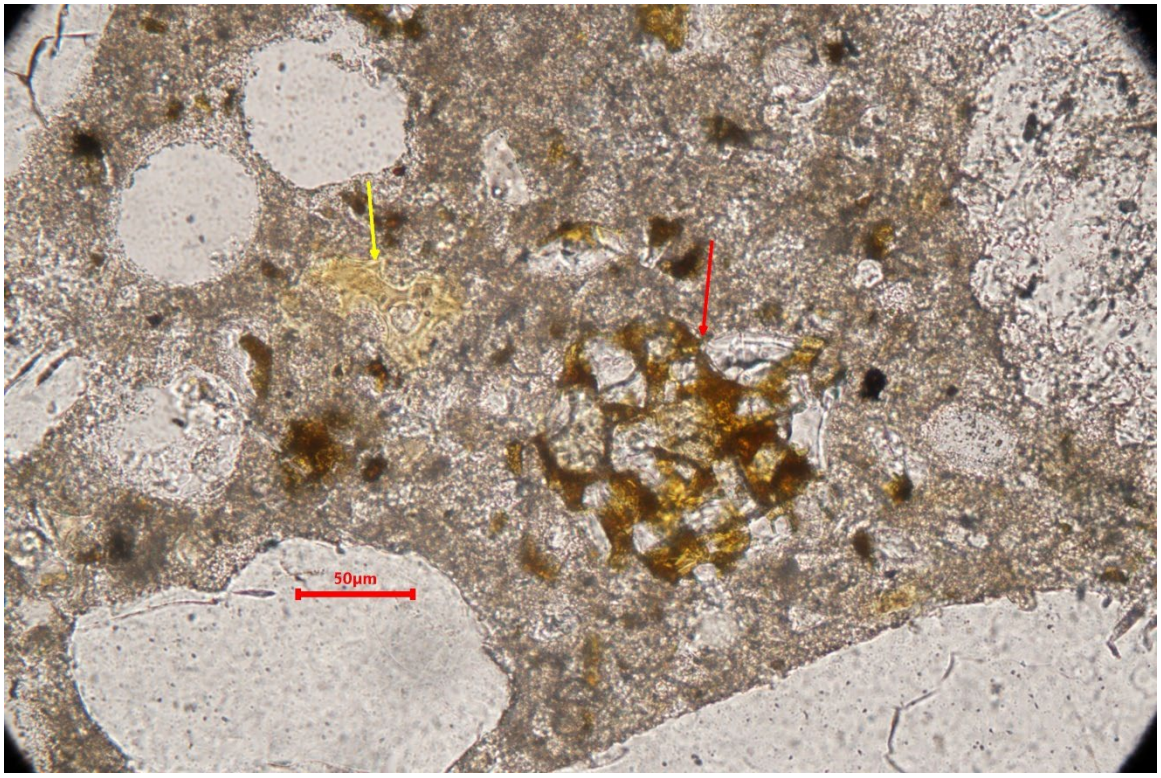
Sample ID: Exterior Cladding Sample
Mag: 100x
Description: Sand to pebble sized paste agglomeration (red arrow) containing abundant residual cement particles, as viewed in thin section of stucco with transmitted plane polarized light.

Photo: 26



Sample ID: Exterior Cladding Sample
Mag: 100x
Description: Same view as above with transmitted cross polarized light.

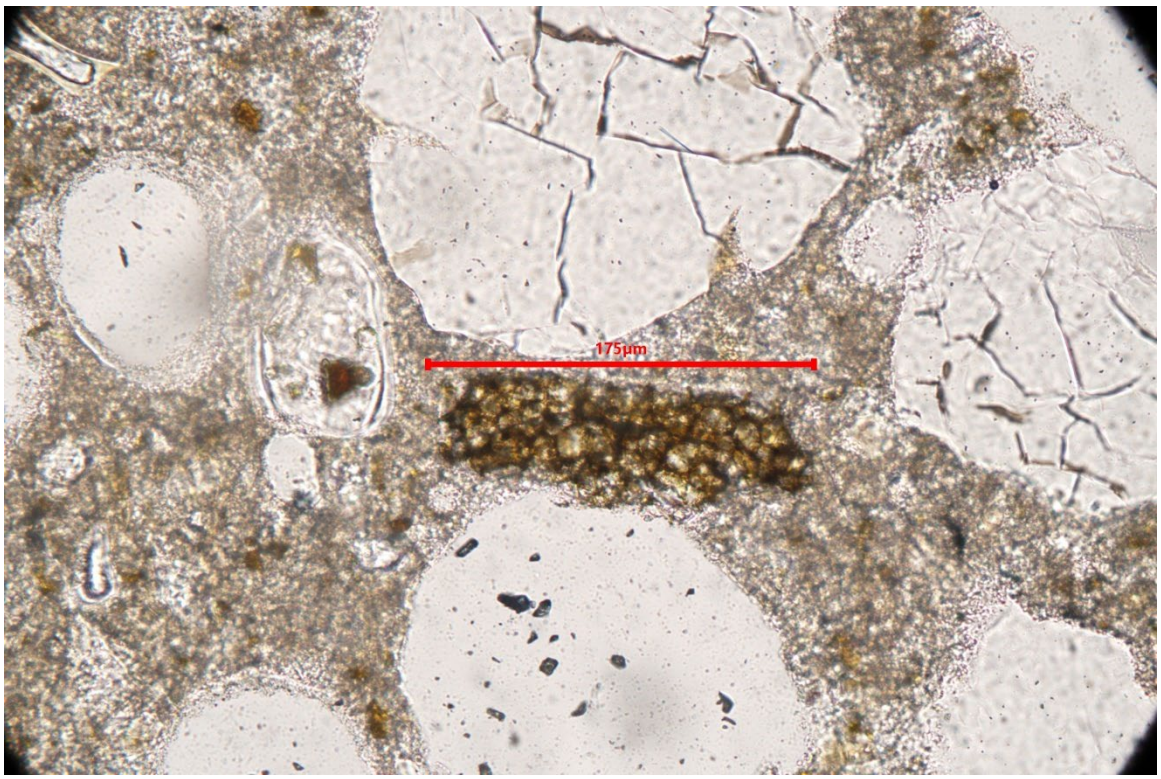
Photo: 27



Sample ID: Exterior Cladding Sample
Mag: 400x

Description: Residual portland cement clinker particle (red arrow) and residual slag cement particle with characteristic yellow hydration rim (yellow arrow). Viewed in thin section of stucco with transmitted plane polarized light.

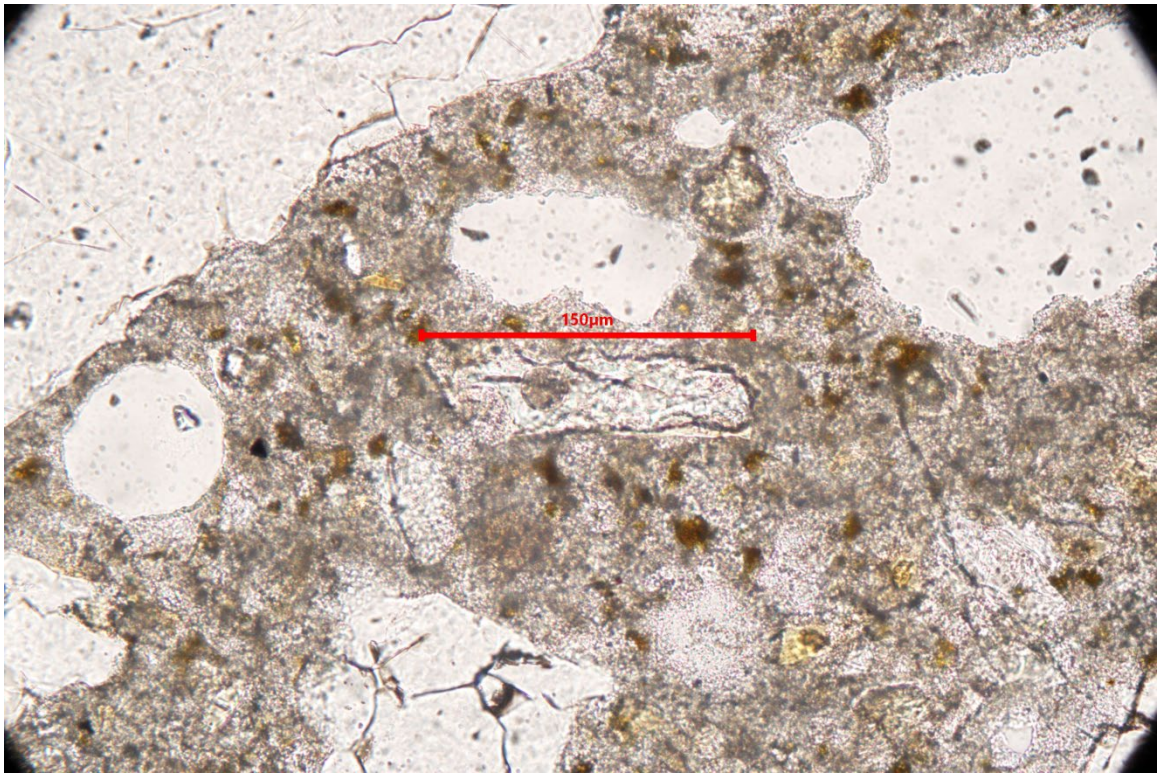
Photo: 28



Sample ID: Exterior Cladding Sample
Mag: 400x

Description: Largest documented portland cement clinker particle, measuring roughly 175 microns in its largest dimension. Viewed in thin section of stucco with transmitted plane polarized light.

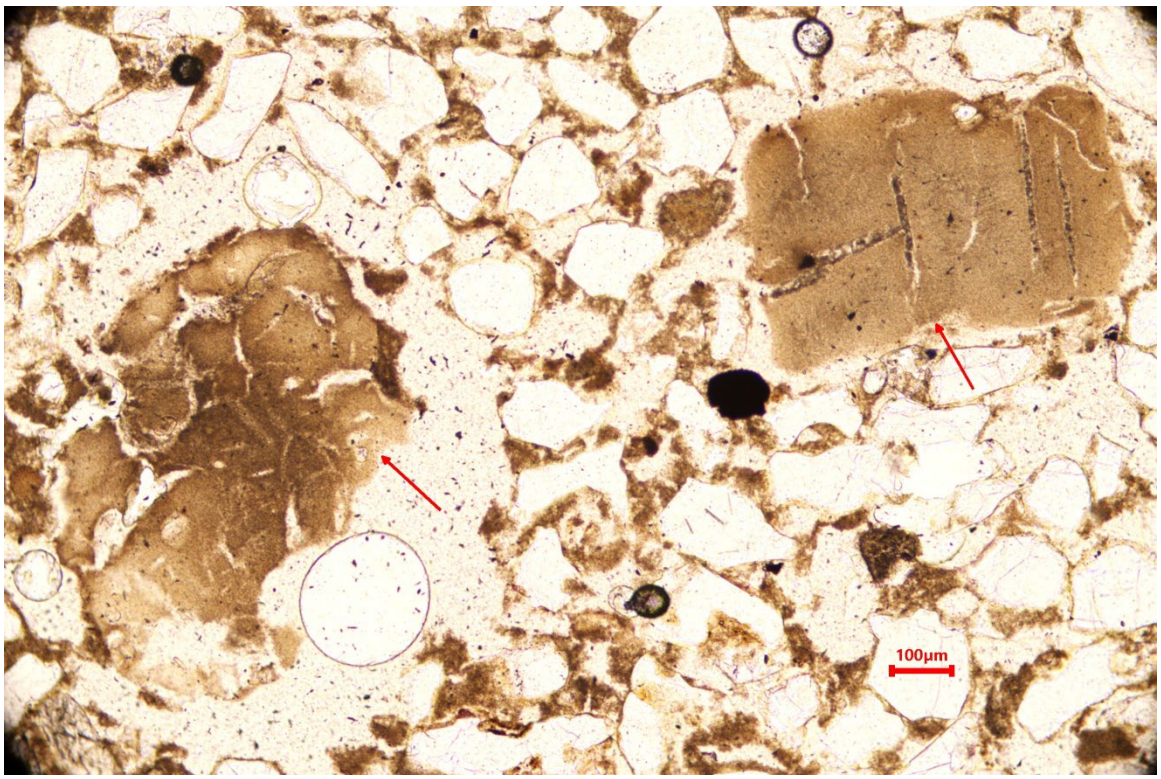
Photo: 29



Sample ID: Exterior Cladding Sample
Mag: 400x

Description: Largest documented slag cement particle, measuring roughly 150 microns in its largest dimension. Viewed in thin section of stucco with transmitted plane polarized light.

Photo: 30



Sample ID: Mortar Sample #8
Mag: 100x

Description: Sand-sized lime nodules/agglomerations (red arrows) within mortar binder, viewed in thin section with transmitted plane polarized light.

REPORT OF BRICK TESTS, ASTM C67-21

PROJECT:

AMELIA ISLAND LIGHTHOUSE
CONSULTING

AET PROJECT: P-0020522

REPORTED TO:

WALKER CONSULTANTS
10375 Parke Meadows Drive, Suite 425
Lone Tree, CO, 80124
ATTN: Sara Holcomb

DATE: March 20, 2023

Brick Description: Brick Masonry Units **SAMPLE ID:** N/A

Tests were performed in accordance with test procedures in ASTM C67-21, Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile".

Conformance: For informational use only. The test method specifies 5 samples to be used for compressive strength, absorption, and IRA Suction testing. Only 4 total samples were made available for testing.

						Brick Requirements ASTM C216-22	
Sample No.	1	2	3	4	**Avg.**	Avg.	Individual
Compressive Strength, psi.	22,280	8,590	6,590	7,760	**11,305**	Min. 3000	Min. 2500
Absorption:							
24 Hr, %:		10.92	2.66		**6.79**		
5 Hr Boil, %		11.64	3.69		**7.66**	Max. 17.0	Max. 20.0
Saturation Coefficient:		**0.94**	0.72		**0.83**	Max. 0.78	Max. 0.80
IRA Suction (g/min/30 in2)		16.26	9.76		**13.01**		
Unit Weight, lb/ft3:	126.90	122.51	140.34	117.22	**126.74**		

Sample No.	1	2	3	4
Width, in	3.20	3.63	3.66	3.77
Height, in	2.16	2.13	2.01	2.12
Length, in	7.56	7.31	7.44	4.01

Remarks: The samples have been consumed in the process of testing. For further information, please contact us at the number listed below.

American Engineering Testing, Inc.
Report Prepared By:

Juan Guerrero
Laboratory Supervisor
651-2199249

Report Reviewed By:

David G. Wirth
Manager, Construction Services
651-6591373

PICTURES OF BRICK TESTS, ASTM C67-21

PROJECT:

AMELIA ISLAND LIGHTHOUSE
CONSULTING

AET PROJECT: P-0020522

REPORTED TO:

WALKER CONSULTANTS
10375 Parke Meadows Drive, Suite 425
Lone Tree, CO, 80124
ATTN: Sara Holcomb

DATE: March 20, 2023



Samples cleaning and preparing for Tests.



Samples for compression Test.

SPECIAL CATEGORY GRANT GUIDELINES

Application Open: April 1
Application Deadline: June 1
Grant Period: 24 months
(beginning July 1, year of appropriation)

Florida Department of State
Division of Historical Resources
Historic Preservation Grants Program
R. A. Gray Building, 500 South Bronough Street
Tallahassee, Florida 32399-0250

Application Submission

Applications must be submitted on or before June 1.

Applications must be submitted on the DOS Grants System at dosgrants.com.

For Assistance and Information

Name	Title	Email
Eric Case	Supervisor, Historic Preservation Grants Program	Eric.Case@dos.myflorida.com
DHR Grants Staff	Historic Preservation Grants Specialists	DHRGrants@dos.myflorida.com

These Guidelines are also available electronically at: http://dos.myflorida.com/historical/grants/special-category-grants/ and can be made available in alternative format.

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I. INTRODUCTION

The Department of State, Division of Historical Resources, provides State and Federal funds for historic preservation. The purpose of this program is to provide funding to assist major local, regional and state-wide efforts to preserve significant historic and archaeological resources, to assist major archaeological excavations or research projects and assist in the development and fabrication of major museum exhibits that will promote knowledge and appreciation of the history of Florida. The program does not fund operational support for historic preservation organizations. This program provides historic preservation grants on a competitive basis. The Legislature and Governor determine the amount appropriated annually for the program, and funding for all eligible applications is not guaranteed. These guidelines are supported under section 267.0617, Florida Statutes, and incorporated by reference into Rule 1A-39.001, Florida Administrative Code, and they detail the policies and requirements for the application and administration of the Special Category program grants.

II. TIMELINE

March	Announcement of application availability on Division website and via email.
April 1 – June 1	Application submission period. Division staff assistance and consultation available to applicants.
June 1	Applications due. Applications must be submitted on the DOS Grants System at dosgrants.com on or before this date.
June – September	Application review period and review meeting.
July 1 (Year of Appropriation)	Notification of Grant Award and grant details forms available.
September 30	Encumbrance of Funds deadline. Grantee must demonstrate the execution of a binding contract for at least a part of the scope of work.
October 31	First Project Progress Reports due for Special Category projects (Reporting Period: July – September, year 1). Reports must be submitted on the DOS Grants System at dosgrants.com.

January 31	Second Project Progress Reports due for Special Category projects (Reporting Period: October – December, year 1). Reports must be submitted on the DOS Grants System at dosgrants.com.
April 30	Third Project Progress Reports due for Special Category projects (Reporting Period: January – March, year 1). Reports must be submitted on the DOS Grants System at dosgrants.com.
July 31	Fourth Project Progress Reports due for Special Category projects (Reporting Period: April – June, year 1). Reports must be submitted on the DOS Grants System at dosgrants.com.
October 31	Fifth Project Progress Reports due for Special Category projects (Reporting Period: July – September, year 2). Reports must be submitted on the DOS Grants System at dosgrants.com.
January 31	Sixth Project Progress Reports due for Special Category projects (Reporting Period: October – December, year 2). Reports must be submitted on the DOS Grants System at dosgrants.com.
April 30	Seventh Project Progress Reports due for Special Category projects (Reporting Period: January – March, year 2). Reports must be submitted on the DOS Grants System at dosgrants.com.
May 30	Extension request deadline. An extension of the completion date must be requested at least thirty (30) days prior to the end of the grant period.
June 30 (Year 2)	Project Expiration Date. All grant and local matching funds must be expended by this date.
July 31	Final Reports due for Special Category projects (Reporting Period: April – June, year 2). Reports must be submitted on the DOS Grants System at dosgrants.com.

III. PROGRAM DESCRIPTION

1. The Division grants state funds to assist historic preservation activities authorized by Section 267.0617, F.S.

2. State funds consist of funds which have been appropriated by the Florida Legislature, made available from dedicated sources or contributed from any other public or private source.

3. State funds shall be used for historic preservation work approved by the Division and consistent with the applicable Preservation Standards of the Secretary of the Interior and Chapter 267 of the Florida Statutes.

4. To be eligible to apply to the Division for grant funding, an Applicant Organization must be a public entity governed by a county, municipality, school district, community college, college, university, or an agency of state government; or a Non-profit Organization. For Museum Exhibit projects, Applicant Organizations must be a governmental or non-profit Florida history museum established permanently in Florida, promoting and encouraging knowledge and appreciation of Florida history through the collection, presentation, exhibition, and interpretation of artifacts and other historical items related to Florida. The mission of the museum must relate directly to the history of Florida.

5. State-funded Development activities for historic Religious Properties shall be limited to building exterior envelope and structural elements of the building, excluding accessibility upgrades. State-funded Development activities for historic cemeteries shall be limited to work on stabilizing, cleaning and repairing historic gravemarkers and other funerary items, repairing historic fences or structures within the cemetery and installing minimal security lighting.

IV. ELIGIBILITY

All Applicant Organizations must meet the following requirements. **All** documentation must be provided by the application deadline.

1. Must **NOT** have multiple active Special Category projects under contract at one time. Special Category projects have a grant period of 24 months. Unless an Applicant Organization has a smaller project that will be completed in a single year, new applications should be submitted every other year. Subject to Legislative appropriation, Special Category recommendations approved by the Secretary of State will be funded top-down until the appropriation is depleted. Any Applicant Organization on the ranked list that has not completed a previously-funded Special Category project by July 1 of the year for which funds are appropriated will be passed over and the funds will be allocated to the next Applicant Organization on the list without an active Special Category project under contract. A previously funded project is considered complete when it has reached 100% completion as supported by contractor documentation, and the Division has received complete documentation to request a final grant payment.
2. **Must** have the required legal status.
3. Agree to comply with all application requirements:
    a) Complete the approved Scope of Work within the Grant Period;

b) Make activities and Historic Properties that are the subject of the Project open and accessible to all members of the public (see V.B. Accessibility and Non-Discrimination);
c) Match the grant amount requested, dollar for dollar, unless exempted from the full match requirement (see V.C. Request Amount and VI. Match Requirements); and
d) Include only allowable expenses in the Project Budget (see VII. Allowable Expenses and VIII. Non-Allowable Expenses);
e) Agree to comply with all legal and financial requirements as set forth in these Guidelines.

4. Agree to comply with all grant administration requirements, if funded:
   a) Provide all information needed for the Grant Award Agreement;
   b) Request approval for any changes to the Scope of Work and Project Budget of the awarded grant;
   c) Submit timely and accurate reports;
   d) Maintain complete and accurate grant records and if multiple grants from the Division are open at the same time, treat each grant as a separate, distinguishable Project;
   e) Comply with the requirements of the Florida Single Audit Act (Section 215.97, (Florida Statutes) and any applicable federal audit requirements pursuant to 2 CFR 200 Subpart F-Audit Requirements; and
   f) Credit the State of Florida and Division of Historical Resources for funding.
5. Must **NOT** be in non-compliance status with any previously awarded Department grant.
6. Must **NOT** owe the Department funds at the time of application in connection with a previous grant received from any division of the Department, for which the Applicant Organization has been notified of the Department's determination that a refund of grant funds is required.
7. Have satisfied the administrative requirements of previous grants received from the Division or other divisions of the Department, including grants that may be open at the time of application, and be in compliance with all permits issued to the Applicant Organization and/or the proposed project directors and managers by the Bureau of Archaeological Research.
8. Have ownership of the property for which grant funding is requested or have the written concurrence of the Property Owner. Except for projects involving acquisition or site-specific archaeological investigation, the owner must be a public entity or a Non-profit Organization. For the purposes of this program, an eligible Applicant Organization may lease state-owned land or building(s) or both.
9. For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) **must** file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
10. For Development projects involving improvements to properties other than Real Property (e.g., an aircraft, locomotive, trolley or marine vessel) and for Museum Exhibit projects, the Grantee (and the Property Owner, if not the Grantee) **must** execute and notarize a Preservation Agreement prior to release of funds. The Preservation Agreement shall require the Grantee and the Property Owner(s) to maintain the improvements or exhibit for a period of ten (10) years for Development projects and five (5) years for Museum Exhibit projects.
11. If the property is leased, **the lease agreement must be dated, signed, and submitted** at the time of the application submission, with the required Owner Concurrence Letter attachment to the application.
12. **Must** have appropriate **matching** funds and documentation at time of application submission.
13. Must complete an online application form at http://www.dosgrants.com by the application deadline.
14. The proposed Project **must** be consistent with the Special Category project type under which it is submitted and with the purpose of this grant program.

15. All grant funding provided by the Special Category Grant Program must be utilized in accordance with the standards, as applicable to the specific project type, contained in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation, effective September 29, 1983, https://www.flrules.org/Gateway/reference.asp?No=Ref-08164, which are incorporated by reference, and include:
    a) The Secretary of the Interior's Standards for the Treatment of Historic Properties;
    b) The Secretary of the Interior's Standards for Archaeological Documentation;
    c) The Secretary of the Interior's Standards for Historical Documentation;
    d) The Secretary of the Interior's Standards for Architectural and Engineering Documentation; and
    e) The Secretary of the Interior's Standards for Preservation Planning.
16. Project oversight of museum exhibit projects funded by the Special Category Grant Program must be provided by a historian or archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for History or Archeology, which are set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation incorporated in paragraph 1A-39.001(7)(c), F.A.C.

A. Application Restrictions

1. An Applicant Organization may only submit one (1) Special Category grant application under a single application deadline for a particular application cycle. State agencies, county or city governments~~,~~ or universities may submit single applications from more than one division or department under a single application cycle provided that those divisions or departments are separate and distinct budgetary units and provided that applications do not address the same facility, Project or site.
2. Applicant Organizations with projects funded with Federal funding or by the Legislature outside of the review of the Florida Historical Commission or Secretary of State are not eligible to receive Special Category grant support for the same Scope of Work activities from the Division within the same fiscal year in which Federal or Legislative funding is appropriated.
3. Historic Preservation projects do not fund Cultural Facility projects.
4. No organization may receive more than $1.5 million in historic preservation Special Category grant funding from the Division during a consecutive 5 state fiscal year period.
5. State-funded Development activities for historic Religious Properties shall be limited to building exterior envelope and structural elements of the building, excluding accessibility upgrades. State-funded Development activities for historic cemeteries shall be limited to work on stabilizing, cleaning and repairing historic gravemarkers and other funerary items, repairing historic fences or structures within the cemetery and installing minimal security lighting.
6. For Museum Exhibit projects, Organizations must be a governmental or non-profit Florida history museum established permanently in Florida, promoting and encouraging knowledge and appreciation of Florida history through the collection, presentation, exhibition and interpretation of artifacts and other historical items related to Florida. The mission of the museum must relate directly to the history of Florida.
7. Preparation of National Historic Landmark designation nominations shall not be allowable for Special Category grant funding.

B. Legal Status

To meet the legal status requirement, an Applicant Organization must be either a public entity or an active Florida nonprofit, tax exempt corporation as of the application deadline in accordance with section 267.0617(2), Florida Statutes.

C. Public Entity

A Florida local government, entity of state government, school district, community college, college or university. Private schools, private community colleges, private colleges and private universities are not public entities and must be nonprofit and tax exempt to meet the legal status requirement.

D. Nonprofit, Tax Exempt

1. A Florida organization that is incorporated as an active nonprofit Florida corporation, in accordance with Chapter 617, Florida Statutes. For nonprofit organizations outside of Florida, the nonprofit organization must be designated as tax exempt as defined in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1954, as amended. Staff will verify status in Guidestar at https://www.guidestar.org/.

2. The Division will verify that the applicant is registered, and in "active" status, with the Division of Corporations as of the application deadline. If the applicant is not registered and in "active" status with Corporations by the application deadline, the application will be deemed ineligible.

3. For more information on corporate status, visit http://www.sunbiz.org or call the Division of Corporations, profit and nonprofit information line at (850) 245-6052. To verify corporate status, you can review your corporate record online through the sunbiz.org document search tool.

4. For more information about tax exempt status, see Exemption Requirements - Section 501(c)(3) Organizations on the Internal Revenue Service website (https://www.irs.gov/).

E. Required Documentation

1. All applicants must provide a Unique Entity Identifier (UEI) number. This is an identification number required for doing business with the Federal Government. If you do not already have a UEI number, your organization can request a one at https://sam.gov
2. All applicants must provide a copy of the Substitute W-9 with the grant application. This can be found at https://flvendor.myfloridacfo.com/.

V. APPLICATION REQUIREMENTS

A. Grant Period

All proposed activity must take place within a 24-month Grant Period.

1. The grant period **start date** is July 1 of the state fiscal year in which requested grant funding is appropriated by the Florida Legislature.
2. The grant period **end date** is June 30 of the state fiscal year following the fiscal year in which requested grant funding is appropriated by the Florida Legislature, unless an end date extension is approved by the Division and a written contract extension is executed by both parties prior to the original end date of the Grant Award Agreement.

B. Accessibility and Non-Discrimination

The Division is committed to making the knowledge of history accessible to everyone, including:

- persons with disabilities;
- older adults;
- culturally and economically underserved populations; and
- minorities.

Organizations seeking support for activities are required to be open and accessible to all members of the public, consistent with all applicable state and federal laws. Organizations shall not discriminate on the basis of sex, race, color, national origin, religion, disability, age, pregnancy, handicap or marital status.

The Americans with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities in employment, state and local government services, public accommodations, transportation and telecommunication. The ADA extends the requirements under Section 504 of the Rehabilitation Act of 1973, as amended, to all activities of state and local governments and places of public accommodations operated by private entities, including places of public display. The 504 Self Evaluation Workbook which can be used as a reference, and downloadable Disability Symbols can be found at http://dos.myflorida.com/cultural/info-and-opportunities/resources-by-topic/accessibility/.

C. Special Category Grant Types and Request Amount

1. Special Category Grants may provide a maximum grant award amount of $500,000. There is no minimum request amount.

2. Special Category Grant project types:

    a) Development projects with the mission of Preservation, Restoration, Rehabilitation or Reconstruction of historic properties regularly open to the public, and site-specific planning required for these activities such as structural or condition assessment reports. Development

activities on historic Religious Properties shall be limited to building exterior envelope and structural elements of the building, excluding accessibility upgrades. State-funded Development activities for historic cemeteries shall be limited to work on stabilizing, cleaning and repairing historic gravemarkers and other funerary items, repairing historic fences or structures within the cemetery, and installing minimal security lighting;

b) Archaeological Research projects, for all phases of terrestrial and underwater fieldwork, analyses of findings and write-up, or to conduct collection research at established federal, state or public institutions;

c) Museum Exhibit projects to aid Florida history museums in exhibit work, including research of exhibit content, exhibit design, fabrication and installation. Exhibits must be permanently affixed to the building. For Museum Exhibit projects, Organizations must be a governmental or non-profit Florida history museum established permanently in Florida, promoting and encouraging knowledge and appreciation of Florida history through the collection, presentation, exhibition, and interpretation of artifacts and other historical items related to Florida. The mission of the museum must relate directly to the history of Florida. Project oversight of museum exhibit projects funded by the Special Category Grant Program must be provided by a historian meeting the Secretary of the Interior's Professional Qualifications Standards for History, which are set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation incorporated in paragraph 1A-39.001(7)(c), F.A.C; and

d) Acquisition of a single Historic Property or archaeological site, or group of Historic Properties or archaeological sites, in which all the resources have the same owner. For archaeological sites, an exception to the single owner provision may be made if the archaeological site extends on land that is contiguous, but owned by different property owners.

VI. MATCH

A. Match Requirements

1. All Applicant Organizations **must** provide one dollar in cash or In-kind Contributions (donated goods, property, or services) for every dollar requested from the Division, unless exempted as described below. This is called Match. The total Project Budget includes Match (cash and In-kind Contributions) plus the request amount. All Match contributions, whether cash or In-kind Contributions, must be consistent with the Scope of Work and must be essential to the implementation of the project.

2. Twenty-five percent (25%) of the total required Match must be cash-on-hand which must be documented at the time of application and reconfirmed and expended during the Grant Period.

3. No more than seventy-five percent (75%) of the total required Match may be non-monetary In-kind Contributions.

B. Match Reductions

Applicant Organizations can request a match reduction to twenty-five (25%) of the Grant Award amount in the following circumstances:

1. Projects located in REDI areas: The Rural Economic Development Initiative (REDI) recognizes rural or economically distressed counties and communities designated pursuant to sections 288.0656 and 288.06561, Florida Statutes, as REDI qualified. The REDI program is administered by the Florida Department of Economic Opportunity. You can find more information and a list of economically distressed counties and communities at http://www.floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition.

   In recognition of the REDI designation, Applicant Organizations with projects located in REDI communities may request a reduction to the match requirements, UNLESS the grant applicants are state agencies, state colleges, or state universities.

Summary of Match Requirements	**Required Match**
Projects not located in REDI qualified counties or communities	1:1
Projects located in REDI qualified counties or communities	25%
State agencies, state colleges or state universities. **Organizations that are state agencies, state colleges or state universities must meet the full match requirement (1:1), regardless of project location.**	1:1

C. Cash Match

1. Cash-on-Hand (Liquid Assets): At least 25% of the total required Match amount must be cash-on-hand of the Applicant Organization at the time of the application, documented by bank statement(s), budget report(s), and/or bank letters showing sufficient restricted funds or a municipal or county resolution*. Cash-on-hand may exceed 25% of the total match, but may never be less than 25% of the total match.

   ***Municipalities and counties (public entities)** must submit an executed copy of an approved resolution by a city or county commission with the application materials. The resolution **must** include the dollar amount dedicated and available to the project if the grant is awarded and the date the funds will be available. The submitted resolution **must be dated and signed by an authorizing official**. Funding, as indicated by the resolution, must be made available within 90 days of the start of the Grant Period.

2. Additional cash Match above the minimum 25% cash-on-hand may be anticipated at the time of application, but must be fully documented in the application and received and expended by the end of the Grant Period. The Match can be documented in the application as bank statement(s), budget report(s), and/or bank letters showing sufficient restricted funds or a municipal or county resolution, as well as irrevocable pledges of funds. The pledges must be from named donors, as documented by signed and dated letters, and must be auditable. Anonymous pledges shall not be accepted as match contributions.

D. In-kind Contributions (Donated Goods, Property, and Services) Match

1. Documented In-kind Contributions: No more than 75% of the total required Match may be In-kind Contributions. In-kind Contributions must be documented and itemized as irrevocable non-monetary pledge letters, letters of intent and/or invoices for future in-kind goods, property and/or services at the time of application, and the goods, property, and/or services must be received and utilized by the end of the Grant Period. In-kind Contributions from named donors must be documented by signed and dated letters, which must be auditable. Anonymous pledges shall not be accepted as match contributions.

2. The value of volunteer services may be calculated using the federal minimum wage or state minimum wage (whichever is higher), or professionals skilled in the service provided (such as a supplier donating construction materials services or an electrician providing pro bono work). For information on the current federal minimum wage, see the Wage and Hour Division of the US Department of Labor at https://www.dol.gov/whd/minimumwage.htm.

3. The value of all professionally skilled services used as In-kind Contributions must be documented in writing by the volunteer. The value of donated goods and property must also be documented. Records of such documentation must be available upon request.

4. The value of donated property will be accepted as a contribution to the required match, with the following conditions:

    a) The donated property must be the Historic Property or archaeological site that is the subject of the project for which grant funds are requested.

    b) Donation of the property must take place during the 2-year Grant Period beginning on July 1 of the year of appropriation.

    c) Only the value of the historic building and its footprint or the portion of the property occupied by the archaeological site is eligible for contribution to the required match. This value must be based on a complete appraisal prepared by a Florida State Certified General Real Estate Appraiser.

    d) Legal fees, taxes and other costs associated with the donation are not eligible match contributions.

E. Restrictions on Matching Funds

1. Funds that are for general operating expenses will not be acceptable as match.
2. Revenue from funding requested but not yet approved through local or state government appropriation processes will not be acceptable as match.
3. Revenue from grants that have not yet been awarded will not be acceptable as match.
4. Anticipated proceeds from fundraising activities will not be acceptable as match.
5. Fundraising costs will not be acceptable as match.
6. Legal fees or taxes will not be acceptable as match.
7. Matching funds will be designated only to the Scope of Work presented in this application and may not be used for other previous, current or future Division or Department of State grants.
8. Expenditures made prior to and following the Grant Period may not be used as match.
9. Loans may not be used as match. Equity may not be used as match.
10. State of Florida grant funds may not be used as match for this program.

F. Documenting Match

1. Organizations must have all Match complete and confirmed at the time of application and, if funded, must reconfirm Match at the time of Grant Award Agreement execution.

2. Documentation of matching funds can include:

    a. Bank statement(s), budget report(s) that specifically identify match contribution to the project, and/or bank letters confirming cash-on-hand;
    b. A resolution showing funds dedicated to the Scope of Work (limited to public entities);
    c. Letters of intent to provide salaries/payroll expenditures of in-house staff as cash match, including a pay rate justification. This letter should include the number of hours to be donated and the rate at which they are donated;
    d. Grant award letters from third parties (non-State);
    e. Copies of irrevocable pledge letters; and
    f. Letters of intent or invoices for future in-kind goods, property and/or services.

VII. ALLOWABLE EXPENSES

1. Allowable expenses must be:

    a) not excluded by these Guidelines and approved by the Division;

    b) necessary and reasonable for the performance of the Scope of Work;

    c) specifically and clearly detailed in the Project Budget;

    d) incurred or paid within the 2-year Grant Period beginning on July 1 of the year or appropriation; and

    e) related to the selected project type, as described in Section V.C.2.

2. Only allowable expenses may be included in the Project Budget.

3. Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement are allowable expenses, provided that, in the aggregate, they do not exceed 5% of the grant award amount, whether allocated to grant expenditures, match contributions~~,~~ or both.

4. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the **Department of Financial Services' Reference Guide for State Expenditures** (revised 11/1/2019), which are incorporated by reference and are available online at https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

VIII. NON-ALLOWABLE EXPENSES

The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match. This is not intended to be an exhaustive list, and the Division may evaluate the allowability of all expenditures (grant or match) in accordance with applicable Federal and State statutes, regulations, these guidelines or the terms and conditions of the Grant Award Agreement. Non-allowable expenses will not be considered part of the Grant Award Agreement and cannot be incorporated or encompassed within any other allowable category. In the event that the Division identifies such, the Grantee must return any disbursed grant funds associated with non-allowable expenses and could lose eligibility for future grants.

a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement;
c) Costs not consistent with the grant project type as described in section V.C.2. of the program guidelines and as selected in the application;
d) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
f) Expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at http://www.nps.gov/tps/standards.htm and nps.gov/history/local-law/arch_stnds_0.htm or applicable industry standards;
g) Costs for projects having as their primary purpose the fulfillment of Federal or State historic preservation regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the *National Historic Preservation Act of 1966*, as amended, or under Section 267.031, F.S.;
h) Projects directed at activities or Historic Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
i) Entertainment, food, beverages, plaques, awards or gifts;
j) Costs or value of donations or In-kind Contributions not documented in accordance with the provisions of the Grant Award Agreement;

k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement, whether grant expenditures or match contributions, which in aggregate exceed 5% of the grant award amount;
m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
o) Capital improvements to non-historic properties or non-historic additions to a Historic Property (Exception: pre-approved items of work for Museum Exhibit projects);
p) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
q) Accessibility improvements for Religious Properties;
r) Vehicular circulation (drives/driveways) within the property or from the property to surrounding streets and parking (Exception: provision of code-required handicapped parking pad(s));
s) Sidewalks, paths, walkways, landscape features and accessories, planting, irrigation systems and site lighting (Exceptions: historic walkways; sidewalk required to link the code-required handicapped parking pad(s) to the accessible entry; historic retaining walls/planting/sodding required to halt documented erosion; pruning, removal or relocation of trees posing an immediate threat to the historic or archaeological resource; and limited site lighting required for security, all if approved by the Division);
t) Fences and gates (Exception: restoration or in-kind replacement of damaged or missing historic fences, gates or sections of these);
u) Furniture, including but not limited to: desks, tables, seating, rugs and mats, artwork and decorations, window treatments, case goods (including cabinets, countertops, or bookshelves) with no historic precedent, systems' furniture, movable partitions and acoustical treatments and components, unless specific prior approval has been granted by the Division (Exception: museum display units necessary for approved Museum Exhibit projects)
v) Equipment (a) including but not limited to portable sound systems, specialty fixtures and equipment, visual display units, appliances, computers, cameras, printers, scanners, projection systems, portable light fixtures, and total stations unless specific prior approval has been granted by the Division (b) If special equipment is required for completion of the Project, it shall be rented for the grant term unless it can be shown that acquiring the equipment is cheaper than renting the equipment and approval has been provided by the Division as part of the documentation presented at the time of application. If the value of special equipment is to be used as a match contribution, the value of the match contribution shall be limited to the cost of rental for the Grant Period at the market rate for such rental in the region;
w) Supplies that will not be consumed in use during the duration of this project;

x) Costs associated with attending or hosting conferences, summits, workshops or presentations including facility rental fees (Exception: municipal or county required public meetings necessary for completion of the grant-assisted project);
y) Travel expenditures, including those of personnel responsible for items of work approved by the Division, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
z) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

IX. REVIEW CRITERIA AND SCORING

1. Applications that have not been determined ineligible by the Division and have not been withdrawn by the Applicant Organization shall be reviewed by the members of the Florida Historical Commission. The review will be based on the following ten (10) criteria.

Criteria 1: Site or the Proposed Project

Historic significance, meaning the relative importance of the property or site in connection with prehistory or historical events, developments or personalities. This may also refer to the relative importance of the information that forms the basis of the proposed exhibit.	up to 10 points
Need for the proposed project or activity, as it relates to the preservation of the history of Florida and/or its historical and archaeological resources. This may also refer to the need to update the out-dated information and/or design of a museum exhibit.	up to 10 points
Appropriateness of the proposed project scope of work, budget, and timeline in relation to the property, site, resources, collections or information that forms the basis of the proposed project.	up to 10 points

Criteria 2: Organization Administration

Administrative capability, as demonstrated in the application, including staffing, facilities and organization resources adequate to complete the proposed project and meet the administrative requirements of the grant. Applicant administrative experience with previous or open grants awarded by the Division, other divisions of the Department of State, and other granting entities.	up to 10 points
Financial resources adequate to meet grant match requirements and/or, as applicable, to carry project costs as necessary pending receipt of disbursements of grant funds or to cover project costs exceeding grant funds awarded.	up to 10 points

Consideration for and availability of professional and technical services required to carry out the proposed project, either within the Applicant Organization or as consultants/vendors.	up to 10 points

Criteria 3: Public Benefit

Compatibility with statewide historic preservation priorities established by the Division in the solicitation notice. These priorities are subject to change depending on regional or statewide concerns (e.g., disasters such as fire, flooding or hurricane damage). Further information about these priorities is is specified by the Division in the yearly solicitation notice.	up to 10 points
Educational potential or demonstration of value for enhancing the public awareness of Florida history, Florida historic sites and properties, the objectives of historic preservation and the application of historic preservation.	up to 10 points
Anticipated economic benefits, including direct impact on the local economy and the stimulation of additional private sector interest and investment in historic preservation projects.	up to 10 points
Public use or other public good, including benefit to underrepresented communities, resulting from the proposed project.	up to 10 points

2. The total possible number of points the Commission can award to an application is 100. The Commission's evaluation will be based on the information contained in the application, required attachments and support materials submitted with the application. The Commission's individual scores will be averaged to determine a final score for each application.

3. Applications must receive a minimum average score of **80 or higher** to be *recommended* for funding. Applications receiving an average score of 80 or higher will be recommended to the Secretary of State for review and approval and subsequent forwarding to the Florida Legislature for funding consideration.

4. Applications with a tied average score will be ranked by application submission number order (lowest to highest).

A. Review Process

1. Division staff will conduct a technical review to determine eligibility and prepare a staff content review report. Eligible applications will then be submitted to the Florida Historical Commission who serve as the grant review panel.
2. The Florida Historical Commission will evaluate each application on the review criteria and assign a score. Applications are ranked according to the average of scores assigned for each application.

3. The Florida Historical Commission approves the ranked list for submission to the Secretary of State.
4. The Division forwards the ranked list to the Secretary of State.
5. The Secretary of State reviews and approves the ranked list and submits it to the Legislature for funding consideration.

B. Staff Review

1. The technical review of applications verifies:

    a) That the Applicant Organization has the correct **legal status** (public entity or nonprofit, tax-exempt, Florida Corporation). Note that for Development projects, the Property Owner (if not the Applicant Organization) must be a Non-profit Organization, state college or university~~,~~ or agency of government.
    b) That the Applicant Organization, if not the owner, has the permission of the Property Owner to conduct the proposed Project on the owner's property and the owner is in concurrence with the application and is a public entity or a Non-profit Organization, except for projects involving acquisition or site-specific archaeological investigation.
        i. For Acquisition and Development projects directed at Real Property, if funded, the Grantee (and the Property Owner, if not the Grantee) **must** file a Restrictive Covenant on the property with the Clerk of Court for ten (10) years for Development and twenty (20) for Acquisition prior to final release of grant funds and close-out of the project.
        ii. For Development projects involving improvements to properties other than Real Property (e.g., an aircraft, locomotive, trolley or marine vessel) and for Museum Exhibit projects, the Grantee (and the Property Owner, if not the Grantee) **must** execute and notarize a Preservation Agreement prior to release of any grant funds. The Preservation Agreement shall require the Grantee and the Property Owner(s) to maintain the improvements or exhibit for a period of ten (10) years for Development projects and five (5) years for Museum Exhibit projects.
    c) That the proposed Project is consistent with selected project type and the purpose of the Special Category grant program.
    d) That the Project Budget does not include non-allowable expenses.
    e) That appropriate **matching** funds ratio has been identified and documentation has been provided.
    f) All supporting documentation has been provided.

2. **Only documents that are provided in response to requests for clarification from staff will be considered after the application deadline.** If necessary, a request for information will be sent with a certain response deadline. Such requests will be made in writing to the Applicant Organization via the DOS Grants System online using the contact information provided in the application. These requests are to clarify the information already submitted in the application. Responses received after the established deadline will not be accepted and the application will be presented to the Florida Historical Commission by Division staff as submitted, along with staff recommendations on how to address the outstanding issues. Clarifications will become an official part of the application.

C. Information Provided to the Florida Historical Commission

1. The Division shall make available online electronic copies of the eligible applications (along with their

support materials) to the Florida Historical Commission in sufficient time for its members to review all applications prior to the Florida Historical Commission convening a public meeting for the purpose of considering the applications for funding. Ineligible applications will not be reviewed by the Florida Historical Commission or discussed at the public meeting.

2. The Division shall also make available to the Florida Historical Commission a staff content review report on each eligible application that provides an assessment of the information provided in the grant application. The staff content review report will include:

   a) A synopsis of the proposed Scope of Work;

   b) An assessment of compliance of the proposed project with any applicable Preservation Standards;

   c) Relevant concerns or issues with the application, including Applicant Organization responses to requests for information.

   d) An assessment of the proposed Scope of Work and its appropriateness in regards to the property, site, resources, or collections that forms the basis of the proposed project, personnel and timeframe;

   e) An assessment of the proposed estimated budget including eligibility of claimed match contributions, with recommendations for any grant funding level adjustments that may be justified by the findings of the staff technical review. Examples of the need for such adjustment would be a recommendation to delete work related to non-allowable expenses, work not consistent with the applicable Preservation Standards or to reduce the grant award in an amount commensurate with inadequately documented or non-allowable match contributions; and

   f) Other information regarding the Applicant Organization and its compliance with previous Division grants, if relevant.

D. Florida Historical Commission Review of Applications

1. Members of the Florida Historical Commission serve as the grant review panel for the Special Category program. All Commission members must comply with the Standards of Conduct for Public Officers and Employees of Agencies as set forth in section 112.313 Florida Statutes~~,~~ and voting conflict of interest laws as set forth in sections 112.3143 and 286.012 Florida Statutes.

2. Commissioners independently evaluate each application based on the review criteria detailed in these guidelines and are required to follow the Division's scoring instructions. After each panel member has evaluated the applications, there will be a public panel meeting to review, discuss~~,~~ and score the applications.

3. Panel meetings are a public process and anyone can participate by attending in person or via online webinar. Participation instructions will be posted on the Florida Administrative Register (FAR) as a notice, on the Division's website and in the online grant system. The Division strongly encourages applicants to participate in the grant panel meeting, however it is not required. Participating in the panel process can be very helpful for those that intend to apply for future grants.

4. The Division Director, or the Director's designee, will serve as the panel Chair. Chairs do not vote on applications being reviewed. At the public meeting, the Florida Historical Commission shall score each eligible application reviewed for each of the aforementioned criteria. For each criterion the minimum score is zero and maximum score ten. As per the results of their review, discussion in the public meeting and scoring, the Commission members shall recommend, for each application, funding levels and any revisions of Scope of Work necessary to ensure compliance with these Guidelines. After all Florida Historical Commission members have finalized scoring of all applications, the Commissioners' scores will be averaged to create a priority ranking list. This ranking list will include all applications reviewed during the public meetings.

5. A typical Commission meeting will include the following:

   a) Call to Order;
   b) Introduction of Panelists and Staff;
   c) Panel Instructions from the Chair (including purpose of and conduct of the meeting);
   d) Technical Discussion of applications. For each application:
      i. The Chair will announce the application number and applicant name;
      ii. Division staff will present the results of the staff content review for each application;
      iii. Applicant representatives (no more than 2) may come forward to answer questions from the panel regarding the proposed project and application (NOTE: presentations are not allowed); and
      iv. Panelists can update scores and written comments in the DOS Grants System online following discussion of each application;
   e) Application Scoring
      i. Time is allotted for panel to submit final scores and comments after conclusion of review for all eligible applications;
      ii. DOS Grants System averages scores for each project to produce a funding list, ranked in order of total average score, highest to lowest; and
      iii. Ranked funding list is read into the record and applications with a tied average score will be ranked by application submission number order (lowest to highest);
   f) Adoption of Recommended Funding List
      i. Panel Chair will request discussion and a vote on the approval and recommendation of the ranked funding list to the Secretary of State;
   g) Public Comment; and
   h) Adjournment.

E. Funding Process

1. Following the public meeting, the Division shall prepare a final priority list of all recommended applications with an associated level of funding for each, for review and approval by the Secretary of State. The Secretary may approve the list as submitted by the Florida Historical Commission. The approved list will be posted on the Division's webpage.

2. The Secretary of State will provide the Legislature with an approved list, ranked in order of total average score, with funding recommendations for all projects that received a total average score of 80

and above. The Legislature may use this list to make funding decisions.

3. Applications recommended for funding by the Florida Historical Commission and approved by the Secretary of State are not guaranteed funds. Funding for state Special Category Grants is contingent on an annual appropriation by the Florida Legislature and, in addition, is subject to veto by the Governor.

4. Grant funds shall be awarded in accordance with the final ranking list of the applications considered for grant assistance in a given funding cycle, unless otherwise provided by the Legislature. Special Category funds shall not be provided for projects which were not applied for, reviewed and recommended in accordance with procedures outlined in these Guidelines, unless otherwise provided by the Legislature.

5. Following legislative appropriation, any applicant on the ranked list that has not completed a previously-funded Special Category grant project by July 1 of the year for which funds are appropriated will be passed over and the funds will be allocated to the next grantee on the list without an active Special Category grant project under contract.

6. If reallocation of grant funds becomes necessary due to completion of a project at less than anticipated cost or project cancellation during the Grant Period the Division will proceed as follows:

    a) The Director may increase the grant award amount for projects funded in the same grant cycle that received only a portion of the recommended funding amount; and
    b) If the funds available for reallocation exceed the amount needed to accomplish the objective of paragraph (a) above, after funding the projects in paragraph (a), the Director may allocate remaining additional funds to new grant awards in rank order at the recommended funding level for projects reviewed and scored in the same grant cycle but not funded because of insufficient funding.
    c) Any funds remaining in any grant allocation as a result of completion of a project at less than anticipated cost or project withdrawal or cancellation that are not reallocated in accordance with paragraph (a) or (b) above shall revert to the funding source from which the grant funds were appropriated.
    d) If additional grant funds become available during the grant year, the Director may increase grant awards, award new grants for applications reviewed by the Florida Historical Commission during the normal review processes or establish a special process for awarding such additional funds.

X. HOW TO APPLY

1. Applications must be submitted on the DOS Grants website at dosgrants.com.

2. All application information submitted to the Division is open for public inspection and subject to the Public Records Law (Chapter 119, Florida Statutes).

A. Application Form

1. The application form must be completed using the Division's online grant application and submitted online **by 5:00 pm ET** on the application deadline. Deadlines and a link to the application form are posted on the Division's website at https://dos.myflorida.com/historical/grants/.

2. At any time prior to the Special Category review and ranking public meetings, an Applicant Organization may opt to remove an application from further consideration for funding. Those applications will be labeled withdrawn and will not be discussed in the public meetings.

B. Support Materials

Support materials must be uploaded into the online grant application system. Attachments and support materials will not be accepted by any other method including email and fax, excluding Letters of Support.

C. Required Materials

Support materials are required documentation of eligibility. The required support materials for the Special Category program are:

1. Documentation of Non-profit Status (for Non-profit Organizations only): In-state corporate entities must provide documentation of their active status as a Florida non-profit corporation with the Division of Corporations, Florida Department of State, which can be obtained at: http://www.sunbiz.org by searching the corporate name. Out-of-state corporate entities must include documentation from the Internal Revenue Service confirming that they are exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code.

2. Substitute W9 form: Applicant Organizations must submit a copy of their Substitute W9 form (SW9), which can be obtained at the Department of Financial Services (DFS) Substitute W-9 website https://flvendor.myfloridacfo.com.

3. Documentation of Confirmed Match: An Applicant Organization shall provide current documentation of all match and this must meet the minimum match requirements outlined in these Guidelines. At a minimum, 25% of the match must be evidenced to be in the form of cash.

4. Letters of Support, Endorsement or Resolutions: If available at the time of application submission, he Applicant Organization shall provide a list that includes the following information for each letter of support, endorsement or resolution included in the application: name of author, type of communication (letter, petition, resolution, etc.) and organization represented (if applicable). All letters shall be scanned together and uploaded as a single file. Additional letters may be submitted directly to the Division but must be received one month prior to the public meeting where the Florida Historical Commission will review and score applications.

5. Photographs: All Applicant Organizations shall provide digital images as specified in the application instructions. For Acquisition and Development projects, minimum requirements include current photographs of all exterior elevations, principal interior spaces~~,~~, significant architectural features, and the context the resource(s) exists within, if available, also provide

historic photographs of the property.

6. Representative Image: A single representative image of the property or project to be used in the application review meeting shall be submitted by the Applicant Organization. The image should convey the theme or purpose of the proposed project, and the property or site should be represented in its current condition.

7. Proposed Project Team Support Documents: The Applicant Organization shall provide the curricula vitae/resumes of the proposed project team as listed in the application.

8. Architectural/Design Documents (for Development and Museum Exhibit projects only): If completed, the Applicant Organization shall provide architectural project schematics, construction documents, conditions reports or exhibit design documents.

9. Appraisal and Purchase Documents (for Acquisition projects only): In this attachment the Applicant Organization must include an appraisal(s), purchase agreement, title/owner search, certified land survey and archaeological survey report, if applicable. For Acquisition projects the maximum grant share shall not exceed the value of the property as determined by a complete appraisal prepared by a Florida State Certified General Real Estate Appraiser. If the appraisal exceeds $500,000, a second appraisal must be obtained. In such case, the grant award shall not exceed the average of the two appraisals. Only the purchase of the Historic Property or archaeological site is eligible for grant funding. All closing costs are the responsibility of the Grantee. In addition to the supporting documents required for all applications, the application must include the following:
    a. A copy of the complete appraisal prepared by a Florida State Certified General Real Estate Appraiser. Two appraisals are required if the first appraisal exceeds $500,000;
    b. A copy of a title search;
    c. A copy of an executed option or purchase agreement;
    d. A copy of the certified land survey; and
    e. If applicable, a copy of the archaeological survey report substantiating the significance of the archaeological site proposed for acquisition.

10. Archaeological Supporting Documents (for Archaeological Research projects only): Copies of previous archaeological site reports or surveys of the property that is the subject of the proposed project, or reports of previous analyses of the material projected to be researched, shall be submitted. Curricula vitae for principal investigator and other key personnel, if known, must also be provided. If principal investigator has not yet been selected, a list of tasks or projected responsibilities must be submitted in place of the curriculum vitae.

11. Exhibit Supporting Documents (for Museum Exhibit projects only): The Application Organization shall include curricula vitae for all key project research and exhibit development personnel, if known. In the same manner, if objects are to be loaned from other institutions or individuals for exhibit, letters of confirmation from lending institutions must be provided.

12. Documentation of Need: An Applicant Organization should use this attachment to explain and document the need for the proposed project or activity, as it relates to the preservation of the

history of Florida and/or its historical and archaeological resources, including any immediate threats to the historical property/ies, historic resources or materials, archaeological sites or historical information that is the subject of the proposed project.

13. Local Protection (for site specific projects only): Copies of any documents that provide local protection of the project site, if any currently exist, must be provided. This may include local protection ordinances, preservation or conservation agreements, protective or restrictive covenants, or maintenance agreements.

14. Owner Concurrence Letter (for site-specific projects only): Each Applicant Organization shall provide a letter that documents that the Applicant Organization has the permission of the owner of record (if the Property Owner is not the applicant) to conduct the proposed project on the owner's property and that the owner is in concurrence with this application for grant funding. Note that, for Development projects, the owner must be a Non-profit Organization, state college or university or agency of government. If the property for which grant funding is requested is leased by the Applicant Organization, the lease agreement must be dated, signed and submitted at the time of the application submission, with the required Owner Concurrence Letter attachment to the application.

15. Optional Materials: An Applicant Organization may use this attachment to present additional documents not specifically requested by the Division that support the application. Such materials may include copies of National Register nominations, conditions assessments, newspaper articles or other documents that reflect the historical significance of the resource, highlight its historic characteristics, its public use or so on.

D. Restrictive Covenants

For Special Category Grant projects involving acquisition of or improvement to Real Property, the Grantee and the Property Owner(s) shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to final release of grant funds and close-out of the project. This Restrictive Covenants form is available on the Division's website http://www.dos.myflorida.com/historical/grants/special-category-grants/ and at the Department grants online system http://www.dosgrants.com.

1. The Restrictive Covenant shall include the following provisions:

   a) The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property and for twenty (20) years for acquisition projects.

   b) The Grantee and Property Owner(s) shall permit the Division to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.

   c) The Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

d) The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Division.

e) The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.

i. Amortization Schedule for projects involving improvements to Real Property:
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).

ii. Amortization Schedule for Acquisition projects:
If the violation occurs within the first ten (10) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first ten (10) years, the Department shall be entitled to return of the entire grant amount, less 5% for each year past the first ten (10).

f) Other provisions as agreed upon by the Division and the Grantee.

E. Preservation Agreement

1. For Special Category Grant Development projects involving improvements to properties other than Real Property (e.g., an aircraft, locomotive, trolley or marine vessel) and Museum Exhibit projects, the Grantee shall execute and notarize a Preservation Agreement. The Document shall be executed and notarized prior to final release of grant funds and close-out of the project. The Preservation Agreement for these types of projects shall require the Grantee and the Property Owner(s) to the follow the terms for ten (10) years for Development projects and five (5) years for Museum Exhibit projects. The Preservation Agreement form is incorporated by reference and is available on the Division's web site http://www.dos.myflorida.com/historical/grants/special-category-grants/ and at the Department grants online system http://www.dosgrants.com.

2. The Preservation Agreement shall include the following provisions:

a) The Grantee shall assume the cost of the continued maintenance and repair of the exhibit or of the property so as to preserve the architectural or historical integrity of the same.

b) The Grantee agrees that no visual or structural alterations will be made to the exhibit or the property without prior written permission of the Division.

c) The Division, its agents and designees shall have the right to inspect the exhibit or property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being

observed.

d) The Preservation Agreement shall contain requirements for the repayment of grant funds, should the Grantee or Property Owners or their successors in interest violate the Preservation Agreement.

e) Other provisions as agreed upon by the Division and the Grantee.

XI. GRANT AWARD AGREEMENT

1. All grant awards which have been approved in accordance with these Guidelines and authorized by the Legislature and Governor shall be formalized through a Grant Award Agreement by which the Grantee enters into a contract with the State of Florida for the transparent management of grant funds. The Grant Award Agreement is specific to the type of project being assisted.

2. For all funded Projects, any changes to the Scope of Work and Project Budget submitted with the application must be reviewed and approved by the Division prior to execution of a Grant Award Agreement.

3. Project work may not be initiated prior to the Effective Date of the Grant Award Agreement, unless:

   a) The Division may authorize initiation of project work prior to the Effective Date of the Grant Award Agreement if damage to, or loss of the property would likely otherwise occur. Such authorization must be secured prior to the initiation of work and shall apply only to work to be undertaken during the period after legislative appropriation for funding is made.

      i. The Grantee must request such authorization in writing and must document the imminent threat to the property by submission of a letter or report from a licensed architect, structural engineer, specialty engineer or geomorphologist, as applicable, clearly describing the conditions constituting the threat.

      ii. The Division shall review the documentation provided by the Grantee and make a determination regarding justification for requested authorization. The written determination of the Division shall be final. Any authorization granted for work initiated prior to the Effective Date of the Grant Award Agreement shall apply only to that work addressing the conditions contributing to the identified threat to the property. All proposed corrective measures shall meet applicable Preservation Standards.

   b) Division authorization for initiation of project work prior to the Effective Date of the Grant Award Agreement shall impose no liability on the Division if anticipated grant funds are not appropriated by the Legislature and approved by the Governor. All such work shall be undertaken solely at the Applicant Organization’s risk.
   c) Division authorization does not entail disbursement of any payment prior to the Effective Date of the Grant Award Agreement. Grantee shall use matching funds to carry out approved work prior to the Effective Date.

4. Grant Encumbrance Period and Expenditure Period:

   a) Encumbrance Period for Projects Requiring Contractual Services:

      i. During the encumbrance period, but not later than the end date of the encumbrance period as outlined in the Grant Award Agreement, the Grantee shall execute all required contracts for all or part of the work to be accomplished with grant funds. Projects for which no encumbrance is accomplished by the established deadline may be cancelled by the Division and the grant funds may be reallocated in accordance with these Guidelines.

      ii. Exception: The encumbrance period for a Special Category Grant project can be extended by written approval of the Division if requested in writing as indicated below and if the Grantee demonstrates to the satisfaction of the Division that partial encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Division as outlined in the Grant Award Agreement.

      iii. For projects not involving contract services, but to be conducted by Grantee's internal staff, the Grantee and the Division shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

   b) Expenditure Period:

      i. Grant funds and required match resources must be expended as outlined in the Grant Award Agreement and properly documented as required by the Division.

      ii. Grant funds shall not be used for project expenditures that are incurred after the expenditure period end date, which is the termination date of the Grant Award Agreement.

      iii. The Division may extend the expenditure period by not more than 180 days. Time extensions will be considered on a case-by-case basis and will be valid only if a contract amendment is executed by both parties, as outlined in the Grant Award Agreement. The Grantee must request the extension in writing, provide documentation that all grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Division that project work is progressing at a rate such that completion is achievable within the extended expenditure period.

   c) The Grantee's written request for extension shall be submitted to the Division no later than thirty (30) days prior to the termination date of the Grant Award Agreement.

A. Reporting Requirements

1. As required by the Grant Award Agreement, Grantees shall submit periodic progress reports to the Division. Progress reports, along with any supporting or required information that documents project status, shall be submitted via the Department grants online system and meet the established deadlines indicated in the Grant Award Agreement. A progress report describes the progress of the project during the last reporting period including:

a) The progress and status of each Scope of Work activity;

b) The progress and status of the deliverables;

c) Status of executing subcontracts and encumbrance of funds;

d) Any variations from project timeline, budget and deliverables, with a description of reasons for variance; and

e) For grants receiving federal funding, the number of hours of employment for the project to date. This must include project management hours, consultant hours, and any other project work hours.

2. Progress reports shall be accompanied by support materials that can effectively document the current status of project work as related to the Scope of Work. Photographs shall be captioned with property name, date of photograph, and description of feature and work described. For photographic submissions, Grantee may follow the suggested format established by the Division and available for consult at the Division's web page http://www.dos.myflorida.com/historical/grants/special-category-grants/.

3. The Grantee shall submit a final progress report within thirty (30) days following the Expiration Date of the grant. An exception to this is the establishment of a specific final progress submission date when a grant extension is agreed upon and a contract amendment is executed by the Grantee and the Division.

4. The Grantee shall provide information and documentation to the Division to assist in identifying non-state entity Grantees that are required to comply with the Florida Single Audit Act, Sections 215.97(2)(a) and 215.97(8)(a), F.S., and federal audit guidelines. Single Audit information and related documentation provided by the Grantee shall be be submitted to the Division via dosgrants.com and shall be reviewed by the Department's Office of Inspector General.

B. Retention of Records

The Grantee shall retain financial records, supporting documents, statistical records and all other records including electronic storage media pertinent to the Project for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit or claim has been resolved.

C. Grant Withdrawal or Cancellation

In the event an Applicant Organization is unable to complete the Scope of Work specified in the executed Grant Award Agreement, the Division should be informed as soon as possible. All pre-approved grant and match expenditures shall be documented and a final progress report must be submitted along with expenditure logs and schedule of values evidencing the percentage of completion. Any unaccounted advanced funds shall be returned to the Division.

XII. GRANT FORMS

The following forms must be used in the administration of all grants in these guidelines and are hereby incorporated by reference and available from the Division at http://dos.myflorida.com/historical/grants/:

#	Title	Form #	Effective Date
1.	Special Category Grant Application	DHR002	Xx/xxxx
2.	Grant Award Agreement	GAA001	Xx/xxxx
3.	Progress and Final Report	DHR003	07/2022
4.	Preservation Agreement	DHR007	5/2018
5.	Restrictive Covenants	DHR008	5/2017

XIII. DEFINITIONS

A. "Acquisition" means fee simple purchase of Real Property.

B. "Applicant Organization" means a public entity governed by a county, municipality, school district, community college, college, university or an agency of state government; or a Non-profit Organization.

C. "Department" means the Department of State.

D. "Development" means architectural and other planning and construction required to facilitate the Preservation, Rehabilitation or Restoration of a Historic Property, or the Reconstruction of such property that no longer exists for which there is sufficient historical documentation available to accurately replicate the property.

E. "Director" means the Director of the Division of Historical Resources.

F. "Division" means Division of Historical Resources of the Department. The Division's mailing address is 500 South Bronough Street, Tallahassee, Florida 32399-0250. Its telephone number is 850.245.6333.

G. "Effective Date" means July 1 of the state fiscal year in which requested grant funding is appropriated by the Florida Legislature. Neither grant funds nor match contributions may be expended before this date except as allowed in the Guidelines.

H. "Encumbrance" means commitment of grant funds and match by binding contract.

I. "Expenditure" means the outlay of cash or the amount due and owing after receipt of goods or services included in the Scope of Work.

J. "Expiration Date" means the date by which all grant funds and match must be expended.

K. "Florida Historical Commission" means the advisory body created pursuant to Section 267.0612, F.S., to assist the Director of the Division of Historical Resources in carrying out the purposes, duties and

responsibilities of the Division.

L. “Florida Master Site File” means the list maintained by the Division of all recorded historical and archaeological sites and properties in the State of Florida.

M. “Florida Single Audit Act” means the uniform state audit requirements for state financial assistance provided by state agencies to non-state entities as codified in Section 215.97, F.S.

N. “Grant Award Agreement” means the legal instrument which binds the Grantee and the Division to the terms, conditions and limitations of the Division’s grants programs.

O. “Grantee” means the organization or governmental entity to which a grant is awarded, which has entered into a Grant Award Agreement with the Division and which is responsible and accountable both for the use of the funds provided and for the performance of the grant-assisted project.

P. “Grant Period” means the period between Effective Date and Expiration Date of the Grant Award Agreement during which time expenditure of all grant funds and all contributions to match must be made.

Q. “Historic District” means a geographically definable area, urban or rural, possessing a significant concentration, linkage or continuity of sites, buildings, structures or objects united by past events or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically but linked by association or history.

R. “Historic Property” means any prehistoric or historic site, district, building, object or other real or personal property of historical, architectural or archaeological value and folklife resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government and culture of Florida.

S. “In-kind Contribution” means a non-monetary contribution of equipment, services, property or labor provided by the Grantee, or a third party, and consistent with the Scope of Work and must be essential to the implementation of the Project.

T. “Match” means cash, In-kind Contributions or donated materials, which must be made by the Grantee in order to receive the grant award. All match contributions, whether cash, In-kind Contributions or donated materials, must be consistent with the Scope of Work and must be essential to the implementation of the project.

U. “National Register of Historic Places” means the list of districts, sites, buildings, structures and objects significant in American history, architecture, archaeology, engineering and culture, authorized by the National Historic Preservation Act of 1966, as amended, and administered by the U.S. Department of the Interior, National Park Service. The list of Properties on the National Register of Historic Places in Florida is available from the Division.

V. "Non-profit Organization" means a corporate entity which is registered pursuant to Chapter 617, F.S., as a Florida non-profit corporation with the Division of Corporations, Florida Department of State. Grantees other than government entities must maintain active non-profit status with the Division of Corporations during the Grant Period. For Non-profit organizations outside of Florida, the Non-profit organization must be registered under 501(c)(3) by the U.S. Department of the Treasury, Internal Revenue Service.

W. "Planning" means research, testing, analysis and design required for implementation of a Project.

a. Planning for a Development project may include historical research, development of a historic structure report, condition assessment, survey, hazardous materials survey and abatement plan, rehabilitation feasibility study and construction documents (plans and specifications).

b. Planning for an Archaeological project may include research, predictive modeling and remote sensing applications, as necessary for development of a research design for the project.

c. Planning for a Museum Exhibit project may include historical research, conceptual and design documents and specifications.

X. "Preservation" means the act or process of applying measures necessary to sustain the existing form, integrity and materials of a Historic Property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work (including accessibility and life safety requirements) to make properties functional is appropriate within a preservation project.

Y. "Preservation Agreement" means the notarized legal instrument by which a Grantee and Property Owner commit to maintenance and repair of a property other than Real Property or a museum exhibit improved with Special Category grant assistance so as to preserve the architectural or historical integrity of the same. This legal instrument is applicable only to those Museum Exhibit projects and Development projects for which recordation of Restrictive Covenants is not possible or required (see X.E. Preservation Agreement). Properties other than Real Property include but are not limited to: locomotives, railcars, marine vessels, aircraft and other movable objects. The term of the Preservation Agreement for Special Category grants is ten (10) years for Development projects and five (5) years for Museum Exhibit projects, from the date of execution. The Preservation Agreement must be executed and submitted to the Division prior to any release of grant funding.

Z. "Preservation Standards" means the following standards promulgated by the National Park Service, United States Department of the Interior, and the Division for the types of projects indicated:

a. For projects involving individual historic buildings, the Secretary of the Interior's Standards for the Treatment of Historic Properties;

b. For projects where archaeological work is necessary due to the movement of soil associated to work on a Historic Property, the Secretary of the Interior's Standards for Archaeological Documentation;

c. For projects involving historical research, the Secretary of the Interior's Standards for Historical Documentation;

d. For projects involving documentation of a historic structure, the Secretary of the Interior's Standards for Architectural and Engineering Documentation; and

e. The National Park Service and Division standards referenced in paragraphs (a) through (d) above are available from the Division.

AA. "Project" means the undertaking that encompasses a set of tasks or activities defined by the Scope of Work and budget included in the grant application and formalized in the Grant Award Agreement. The Project must begin on the grant Effective Date and end on, or before, the grant Expiration Date. A Project may be a part of a larger effort undertaken in a series of distinct phases, which may have begun before the Grant Period and which may extend beyond the Grant Period but will be treated as a specific and measurable distinct project during the Grant Period and shall be documented as such by the Applicant Organization.

BB. "Project Budget" means the budget and project description included in the grant application. The Project Budget must succinctly describe all major elements of project work, the estimated cost of each and clearly allocate requested grant funding and match contributions to each.

CC. "Property Owner" means the owner(s) of land or building(s) or both, and of all improvements made with grant funds.

DD. "Real Property" means all land, structures, firmly attached and integrated equipment (e.g., light fixtures or a well pump) and anything growing on the land, as opposed to personal property (movable assets).

EE. "Reconstruction" means depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location and for which there is sufficient historical documentation available to accurately replicate the property.

FF. "Rehabilitation" means making possible a compatible use for a property through repair, alterations and additions while preserving those portions or features which convey its historical, cultural or architectural values.

GG. "Religious Property" means any Real Property and associated improvements owned by a religious institution (examples include churches, schools, meeting halls and parish houses) and any Real Property, regardless of ownership, that is used as a place of worship.

HH. "Restoration" means accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

II. "Restrictive Covenant" means the legal instrument by which a Grantee and Property Owner commit to maintenance and preservation of the historic integrity of a property acquired or improved with Special Category grant assistance. This legal instrument is recorded at the appropriate county clerk's office in the county in which the property is located and is binding on the current and subsequent owners from the date on which the instrument is recorded. The Restrictive Covenants must be recorded and submitted to the Division for Development and Acquisition projects involving Real Property prior to any release of Special Category Grant funding.

JJ. "Rural Economic Development Initiative" means the program and designation administered by the Department of Economic Opportunity as established by Section 288.0656 of the *Florida Statutes.*

KK. "Scope of Work" means the work specified in the Grant Award Agreement or in an approved amendment thereto, as being authorized by the Division for expenditure of grant funds and for contribution to the required match.

XIV. HELP

For general information about the Division of Historical Resources and to access grant information, panel details and resources, visit our website at: http://dos.myflorida.com/historical/grants.

For information about the Special Category Grant program, visit our website at: http://dos.myflorida.com/historical/grants/special-category-grants/.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-75
Memorandum of Understanding - Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-75.

SYNOPSIS: The Labor Agreement between the City of Fernandina Beach (hereinafter "City") and the Northeast Florida Public Employees, Local 630, Laborers International Union of North America, AFL-CIO-CLC (hereinafter "Union") for the period October 1, 2021 through September 30, 2024 was approved by Resolution 2021-204 and amended by Resolution 2022-34.

Article 13 - Wages, provides for a reopener of the Article if the December 2022 Consumer Price Index for All Urban Consumers (CPI-U),South Region, exceeds 3.75%. The CPI-U, South Region, was 7.0% in December 2022.

The City and Union propose a five percent (5%) Cost of Living increase, effective Monday, October 2, 2023, to all eligible bargaining unit members. Merit increases are removed from the Agreement and will not be provided for Fiscal Year 2023-24. Additionally, the minimum and maximum Pay Ranges in the Classified Service Pay Scale will also be adjusted by the five percent Cost of Living increase, effective October 2, 2023.

FISCAL IMPACT: The City and Union's proposed five percent (5%) Cost of Living increase, effective Monday, October 2, 2023, will cost $205,622 in the FY2023/2024 Budget.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-75.

Denise Matson, Human Resources Director	4/21/2023
Katie Newton, Legal Assistant	5/3/2023
Agnes White, Administrative Services Manager	5/4/2023
Charles George, Interim City Manager	5/4/2023
Tammi E. Bach, City Attorney	5/5/2023



Date: April 11, 2023

Submitted By: Denise Matson, Human Resources Director

COMMISSION ACTION: Adopt

RESOLUTION 2023-75

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING TO AMEND THE AGREEMENT WITH THE NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 30, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach (hereinafter "the City"), and the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC (hereinafter "Local 630"), entered into a negotiated three-year Collective Bargaining Agreement for the period October 1, 2021 through September 30, 2024 (Resolution 2021-204); and

WHEREAS, the Memorandum of Understanding (MOU), attached hereto as Exhibit A, between the City and Local 630, amends Article 13 – Wages of the Agreement concerning Cost-of-Living increases; and

WHEREAS, the City and Local 630 accept the terms of this MOU.

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 Memorandum of Understanding to the Collective Bargaining Agreement between the City of Fernandina Beach and the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC, attached hereto as Exhibit A.

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

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

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Mayor-Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



_____
TAMMI E. BACH
City Attorney

City of Fernandina Beach **Mr. Mark Foxworth**

City Manager mfoxworth@fbfl.org

TO: Ronnie Burris, Representative
Northeast Florida Public Employees, Local 630, LiUNA

FROM: Mark Foxworth, Interim City Manager

DATE: March 27, 2023

RE: Memorandum of Understanding

BETWEEN THE CITY OF FERNANDINA BEACH (hereinafter "City") AND NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630, LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO (hereinafter "Union"), entered into on March, 27, 2023:

With reference to collective bargaining between the City and the Union, the City and the Union mutually agree as follows:

- Article 13.04 – Wages, provides for a reopener of the Article if the December 2022 Consumer Price Index for All Urban Consumers (CPI-U), South Region, exceeds 3.75%.
- The CPI-U, South Region, was 7.0% in December 2022.
- The City and the Union propose a five percent (5%) Cost of Living increase on Monday, October 2, 2023, to all eligible bargaining unit members.
- Pay ranges (minimum and maximum) in the Classified Service Pay Scale will also be adjusted by the 5% Cost of Living increase effective October 2, 2023.

The above proposed increases are for the period October 2, 2023 through September 30, 2024.

The parties agree that this Memorandum of Understanding shall be in effect until both parties have ratified a new Agreement and accept the above-stated terms to the Agreement as mutually agreeable. Article 13 – Wages is amended as follows with new language <u>underlined</u> and removed language ~~stricken~~:

ARTICLE 13 – WAGES

13.01 Effective October 1, 2021, all bargaining unit members shall receive a 5% cost of living increase, pursuant to the Memorandum of Understanding agreed to by the Union and the City on October 12, 2021.

13.03 Bargaining unit members may not exceed the top of their respective pay range. ~~All increases are contingent upon receiving at least a "Meets Expectations" evaluation for the most recent performance review.~~

13.04 ~~Effective on the first full pay period in October 2022 and October 2023, employees shall be advanced in pay according to a merit system outlined below. Annual appraisals will be completed on the General Employee Performance Evaluation form and will be rated as follows:~~

- ~~5 – Outstanding~~
- ~~4 – Exceeds Expectations~~
- ~~3 – Meets Expectations~~
- ~~2 – Improvement Needed~~

~~An overall rating for the entire review is then assigned based on a four (4) point system:~~

- ~~A rating of 4 indicates the employee's performance is exemplary and far exceeds the rating criteria.~~
- ~~A rating of 3 indicates the employee's performance is above average and exceeds the rating criteria.~~
- ~~A rating of 2 indicates the employee's performance meets the rating criteria and is average or satisfactory~~
- ~~A rating of 1 indicates the employee's performance does not meet the standards of the rating criteria and needs improvement or is unsatisfactory.~~

~~Annual merit increases will be based on the Overall Rating as follows:~~

- ~~A Rating of 4 = 4% + Cost of Living Increase*~~
- ~~A Rating of 3 = 2% + Cost of Living Increase*~~
- ~~A Rating of 2 = Cost of Living Increase Only*~~
- ~~A Rating of 1 = No Increase~~

~~* The Cost-of-Living increase for October 2022 will be based on the December 2021 Consumer Price Index for All Urban Consumers (CPI-U), South Region, with a minimum of 1.50% and a maximum of 2.50%.~~ The Cost-of-Living increase for October 2023 will be based on the December 2022 Consumer Price Index for All Urban Consumers (CPI-U), South Region, with a minimum of 1.50% and a maximum of 2.50%. Should the CPI-U exceed 3.75%, the City and the Union agree to re-open this Article for negotiation.

Effective October 2, 2023, all bargaining unit members shall receive a 5% cost of living increase. Pay ranges (minimum and maximum) in the Classified Service Pay Scale will also be adjusted by the 5% Cost of Living increase effective October 2, 2023.

13.05 An employee who receives an overall rating of "1" on the performance evaluation will be placed on a 90-day performance improvement plan (PIP). The employee will acknowledge his understanding of the PIP on the Performance Evaluation form. Following completion of the 90-day PIP, the employee will be further evaluated, and appropriate action taken.

13.06 Pay grade adjustments in the Pay and Classification Plan do not constitute a promotion.

City of Fernandina Beach **Mr. Mark Foxworth**

City Manager mfoxworth@fbfl.org

13.07 Newly hired employees will receive a probationary evaluation upon completion of 180 days of service. No probationary increase will be provided at the conclusion of the probationary period.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed with their respective names by their respective representatives thereon to duly authorize.

CITY OF FERNANDINA BEACH

Mark Foxworth, Interim City Manager

Date: March 27, 2023

NORTHEAST FLORIDA
PUBLIC EMPLOYEES, LOCAL 630

Ronnie Burris, Representative

Date: April 21, 2023

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

From: Donna Pappy
To: Denise Matson; Ronnie Burris
Subject: RE: Ratification
Date: Monday, April 17, 2023 12:13:11 PM
Attachments:

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.

Good morning,

The MOU was successfully ratified Wednesday, April 12th.

Donna Pappy

Support@Local630.org
NE FL Public Employees Local 630
(904)757-8444 Office
(904)757-8448 Fax

From: Denise Matson <dmatson@fbfl.org>
Sent: Monday, April 17, 2023 9:53 AM
To: Ronnie Burris <rburris@local630.comcastbiz.net>
Cc: Donna Pappy <donna@local630.org>
Subject: Ratification

Good Morning Ronnie:
I understand the Union ratified the MOU last Wednesday….great to hear! At your convenience, could you send me an email stating this so that I can include in the agenda item for City Commission? I'm intending it to be placed on the 5/16 Commission meeting.

Denise Matson
HR Director
City of Fernandina Beach
204 Ash St.
Fernandina Beach, Florida 32034
(904) 310-3129 | dmatson@fbfl.org

www.fbfl.us

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

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

RESOLUTION 2022-34

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING TO AMEND THE AGREEMENT WITH THE NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach (hereinafter "the City"), and the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC (hereinafter "Local 630), recently entered into a negotiated three-year Collective Bargaining Agreement for the period October 1, 2021 through September 30, 2024 (Resolution 2021-204); and

WHEREAS, the Memorandum of Understanding (MOU), attached hereto as Exhibit A, between the City and Local 630, amends Article 13.04 of the Agreement concerning Cost-of-Living increases; and

WHEREAS, the City and Local 630 accept the terms of this MOU.

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 Memorandum of Understanding to the Collective Bargaining Agreement between the City of Fernandina Beach and the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC, attached hereto as Exhibit "A".

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

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

ADOPTED this 15th day of February, 2022.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Mayor – Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:

TAMMI E. BACH
City Attorney

City of Fernandina Beach **Mr. Dale L. Martin**

Office of the City Manager dmartin@fbfl.org

January 31, 2022

TO: Ronnie Burris, Representative, Northeast Florida Public Employees, Local 630, LiUNA

FROM: Dale L. Martin, City Manager

RE: Memorandum of Understanding

BETWEEN THE CITY OF FERNANDINA BEACH (hereinafter "City") AND NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630, LABORERS INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO (hereinafter "Union"), entered into on January 31, 2022,

With reference to collective bargaining between the City and the Union, the City and the Union mutually agree as follows:

- Article 13.04 – Wages, provides for a reopener of the Article if the December 2021 Consumer Price Index for All Urban Consumers (CPI-U), South Region, exceeds 3.75%.

- The CPI-U, South Region, was 7.4% in December 2021.

- The City and the Union propose a three percent (3%) Across-the-Board increase on the first full pay period of April 2022, to all eligible bargaining unit members.

- The City and the Union propose a four percent (4%) Cost of Living increase (instead of the contractual 2.5% maximum), on the first full pay period of October 2022, to all eligible bargaining unit members.

The above proposed increases are for the period April 1, 2022 through September 30, 2023. Increases for Fiscal Year 2023-24 are subject to a re-opener of Article 13.04 for negotiation, should the December 2022 Consumer Price Index for All Urban Consumers (CPI-U), South Region, exceed 3.75%.

The parties agree that this Memorandum of Understanding shall be in effect until both parties have ratified a new Agreement and accept the above-stated terms to the Agreement as mutually agreeable.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be signed with their respective names by their respective representatives thereon to duly authorize.

CITY OF FERNANDINA BEACH	NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630
_____	_____
Dale L. Martin, City Manager	Ronnie Burris, Representative
Date: 2/15/22	Date: 1/31/22

APPROVED AS TO FORM AND LEGALITY:
CITY ATTORNEY

ATTEST:
By: Caroline Best
Printed Name: Caroline Best
Title: City Clerk

RESOLUTION 2021-204

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630, LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC FOR THE PERIOD OF OCTOBER 1, 2021, TO SEPTEMBER 30, 2024; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC, have negotiated a three-year agreement for the period of October 1, 2021, to September 30, 2024; and

WHEREAS, the and the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC, has ratified the agreement; and

WHEREAS, the agreement shall be retroactive to October 1, 2021.

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 collective bargaining agreement with the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC, for the period of October 1, 2021, through September 30, 2024, attached hereto as Exhibit A, which shall be retroactive to October 1, 2021.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the labor agreement.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 21st day of December, 2021.

CITY OF FERNANDINA BEACH

Michael A. Lednovich
Commissioner-Mayor

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

THE CITY OF FERNANDINA BEACH

AND

THE NORTHEAST FLORIDA PUBLIC EMPLOYEES, LOCAL 630 LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO-CLC

AGREEMENT

EFFECTIVE: OCTOBER 1, 2021 – SEPTEMBER 30, 2024

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PREAMBLE

This AGREEMENT, entered into December 3, 2021, between the CITY OF FERNANDINA BEACH, hereinafter referred to as the "City" (or the Employer") and the Northeast Florida Public Employees, Local 630, Laborers' International Union of North America, AFL-CIO-CLC, hereinafter referred to as the "Union".

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and, to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There are, and shall be, no individual arrangements contrary to the terms herein provided. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 – NON-DISCRIMINATION

1.01 Nothing in this contract shall prevent compliance with applicable governmental laws or lawful regulations including laws prohibiting discrimination based on race, creed, religion, color, national origin, gender, political affiliation, age, or disability.

1.02 The parties agree not to interfere with the right of any employee covered by this contract to become a member of the Union, withdraw from membership in the Union, or refrain from becoming a member in the Union. There shall be no discrimination against any employee covered by this contract by reason of Union membership or activity, or lack of union membership or activity.

1.03 All references in this contract to employees of the male gender are used for convenience only and shall be construed to include all employees.

ARTICLE 2 – UNION RECOGNITION

2.01 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, and in accordance with the Public Employees Relations Commission Certification Number 2012, dated September 30, 2021, the City of Fernandina Beach (City) recognizes the Northeast Florida Public Employees, Local 630, Laborers International Union of North

America, AFL-CIO-CLC (Union) as the exclusive collective bargaining representative of the public employees described in Section 2.02 below.

2.02 List of all included positions: All full-time, non-exempt employees in the following classifications:

Accounting Clerk, Administrative Specialist, Building Inspector I, Building Inspector II, Building Inspector III. Chief Plant Operator, Code Enforcement Officer, Customer Service Specialist, Electrician/HVAC Technician, Engineer I, Evidence & Property Custodian, Fire Inspector, Foreman, Heavy Equipment Operator, Heavy Equipment Operator I-Stormwater, Heavy Equipment Operator II-Stormwater, Help Desk Specialist, Information Technology Technician, Lead Operator, maintenance Assistant, Maintenance Tech-Facilities, Maintenance Tech I, Maintenance Tech II, Maintenance Tech III, Maintenance Worker, Master Mechanic, Master Mechanic Senior, Mechanic, Meter Reader, Permit Specialist, Planning Technician, Plans Examiner, Plant Operator, Police Service Aide, Purchasing Agent, Records Coordinator, Recreation Aide, Recreation Coordinator, Recreation Leader, Sign Technician, Senior Building Inspector, Senior Electrician/HVAC Technician, Senior Permit Specialist, Senior Maintenance Worker, Senior Plans Examiner, Staff Assistant, Stormwater Operator I, Stormwater Operator II, Utility Billing Specialist, Warehouse Technician, Water Collector, Water Fitness Instructor, Water Locator, Water Tech I, Water Tech II, Wastewater Plant Operator Trainee, Wastewater Systems Technician I and Wastewater Systems Technician II.

2.03 The Business Manager of the Union, or his Alternate, will be the official spokesperson for the Union in any matter between the Union and the City. Any alternate designated by the Business Manager shall be designated in writing and include the period covered by such designation.

2.04 Employees of the bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint, or opinion, within the bounds of good taste related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees of the City and the Union.

ARTICLE 3 – SECURITY AND DUES CHECK OFF

3.01 A copy of this Agreement shall be provided to all members of the bargaining unit in the following manner:

a. The City agrees to have an electronic version with any amendments, Memorandum of Agreements and Memorandum of Understandings available for reference by bargaining unit employees.

b. The City agrees to provide all persons hired into a job classification represented by the Union a copy of the current Agreement.

3.02 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay the amount owed to the Union for dues and uniform assessments. It is understood that this provision will provide for at least twenty-six (26) deductions per year. The City will remit all sums to the Union within forty (40) days from the date of the deduction. The City's remittance will be deemed correct if the Union does not give written notice to the City within two (2) calendar weeks after a remittance has been received, of its belief, with reason(s), that the remittance is incorrect. The Union shall notify the City in writing thirty (30) days prior to any change in its regular dues structure.

3.03 The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City on account of any deduction for Union dues or uniform assessments.

3.04 An employee may revoke his authorization for deduction of dues or uniform assessments, provided the employee gives written notice to the Union and the City's Human Resources Department. Dues revocation will be processed through the Union.

3.05 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pension, and insurance benefits. Dues will be reinstated automatically once earnings exceed the amount of dues to be checked off.

3.06 All references to days shall refer to calendar days unless otherwise specified.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union agrees that the City has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects; and the powers of authority which the City has not officially abridged, delegated, or modified by the express provisions of the Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to determine the organization of the City government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions of the City; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job classifications; to change or eliminate existing methods, equipment or facilities; and to establish, implement and maintain an effective internal security program.

4.02 The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission, and to expend monies appropriated by the City Commission, as it shall deem desirable.

4.03 Those inherent managerial functions, prerogatives, and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

4.04 If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 5 – UNION STEWARDS AND REPRESENTATION

5.01 The City recognizes and shall work directly with the Union Business Manager or Union stewards pursuant to Section 2.03 of this Agreement on all matters relating to grievances and interpretation of this Agreement.

5.02 Employees covered by this Agreement will be represented by six (6) stewards designated by the Union. Union stewards shall be active employees and members of the bargaining

unit. The Union will also name a chief steward in addition to the five (5) other stewards. The Chief steward can handle issues at any work location as needed; in addition, he will also act as a second primary contract for the Union (in addition to the Union Business Manager).

5.03 A written list of the Union stewards shall be furnished to the City's Human Resources Department prior to the effective date of their assuming duties of office. The Union shall notify the Human Resources Department promptly of any changes in Union stewards.

5.04 Officials of the Union, as designated in Section 2.03 of this Agreement may, with proper authorization, be admitted to the property of the City. Union officials shall be able to speak to employees before or after regular working hours or during the lunch period of said employees on City property in areas mutually agreed upon by the Union and the City.

5.05 Union representatives, while on City property and functioning as stewards, are subject to the same rules of the City as all other public employees, except as specifically provided in this Agreement.

5.06 Active solicitation by the Union of grievances and the collection of Union monies shall not be engaged on the City's property.

5.07 No employee shall function as a Union steward while on leave of absence without the mutual consent of the Union and the City.

5.08 When it becomes necessary for a Union steward to enter a work area other than his own for the purpose of conducting Union business authorized by the Agreement, he will secure permission for his presence from the Manager or designee of that work area and notify the Manager or designee of the general nature of his business. Such permission shall not be unreasonably withheld.

ARTICLE 6 – UNION BUSINESS/PROHIBITION OF STRIKES

6.01 It is understood and agreed that employees functioning as Union stewards have productive work to perform and will not leave their jobs during work hours except after properly requesting and receiving authorization from their Department Director only after stating what official Union business is to be performed. Such Union business shall not be unreasonably withheld.

6.02 During the term of this Agreement, the City will provide up to two (2) days without loss of pay for LiUNA steward training for no more than six (6) Union stewards.

6.02 The City and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meeting shall not be used to renegotiate this Agreement. Union representatives shall receive their regular pay for attending special meetings, provided that the meeting takes place during the representative's normal workday.

6.02 Strikes Prohibited: No public employee or employee organization may participate in a strike against a City by instigating or supporting, in any manner, a strike. Any violation of this section shall subject the violator to the penalties provided in Chapter 447.507 of the Florida Statutes or any amendments thereto. It is further agreed, and in consideration of this Agreement, that the City shall not, partially, or wholly lock out any employees for the duration of this Agreement. Lockouts shall be the denying of employee access to work to pressure the employees and/or the Union to accept the City's offered terms of employment. The City has the right to discipline any employee who violates the provisions of Section 6.01.

ARTICLE 7 – BULLETIN BOARDS/ELECTRONIC COMMUNICATION

7.01 The City shall provide the Union with suitable bulletin board space and the Union agrees to use the space provided only for Union business, to include:

Notice of Union Meetings
Reports of Union Committees
Union Elections
Rulings and Policies of the Union
Notice of Recreational and Social Affairs
Official Grievance Documents and Related Attachments
Copies of MOA's or MOU's
Job Descriptions
Policies of the City

7.02 The Union agrees the space will not contain controversial or political material, such as taking sides on issues or supporting a particular candidate for public office.

7.03 The Union agrees to provide the City Human Resources Director copies of all materials or notices prior to posting on the bulletin board.

ARTICLE 8 – HOURS OF DUTY AND OVERTIME

8.01 Duty Time:

a. The normal work cycle shall be forty (40) hours in a seven (7) day period. The seven (7) day period shall begin on Sunday, 12:01 a.m., and end on Saturday midnight.

b. The normal workday shall consist of eight (8) consecutive hours unless employee agreement is received for a split shift, exclusive of the lunch period, or in the case of other departments where ten (10) or twelve (12) hour workdays are scheduled. The day for shift workers shall begin at 7:00 a.m. and end at 7:00 a.m. the following day. Establishment of shift days, beginning times and rotation are the responsibility of management. Any changes in these shift parameters will be discussed with the shift employees prior to implementing any changes.

c. Employees may, at times, be required to work an alternate workweek. The City will make every effort to give employees forty-eight (48) hours advance notice, unless otherwise agreed to by the affected employee.

d. The City agrees to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet City operational requirements. The City agrees to schedule workers no more than sixteen (16) hours consecutively with an eight (8) hour rest period between shifts.

8.02 Employees will be allowed one (1) break period, not to exceed fifteen (15) minutes, in any consecutive four (4) hour period. The City shall designate when these occur. Employees are not permitted to leave the work site during the break period. Paid breaks will not be combined with any other breaks or meal periods or at the beginning or end of the work period. Break time will begin when the employee stops work and end when the employee returns to work. In the event a rest period cannot be granted because of an emergency, the supervisor may delay or cancel the rest period. Said rest period shall not be carried over to any other shift or day.

8.03 Overtime:

a. All time authorized and worked in excess of the work cycle described in Section 8.01(a) above, shall be compensated at the rate of one and one-half (1 ½) times the regular pay of the employee or granted Compensatory "Comp" time in accordance with the Fair Labor Standards Act (FLSA) and this Article. Holiday, Vacation and PTO will count toward hours worked for overtime calculation.

b. Overtime will not be worked without the prior approval of the Department Director or his designee.

c. In the event an employee is called back to work after completing his work shift, he shall be paid for all time worked, but not less than three (3) hours at his appropriate overtime rate of pay.

d. The City will make every effort to assign overtime in a fair and equitable manner. Each Division will develop an overtime roster for assignment of overtime if necessary and rotate qualified employees on an equal basis. However, qualifications to perform the job will be taken into consideration in assigning overtime. In the event of mandatory overtime, assignments will be made as follows:
    1. Volunteers
    2. Mandatory assignment will include all Union personnel of all Departments as necessary.

8.04 Comp Time:

An employee may elect to take compensatory leave time in lieu of over-time pay, if mutually agreed upon by the employee and the department Director or his/her designee, up to a maximum accumulation of eighty (80) hours. The accumulated compensatory hours may be carried over from year to year but shall not exceed forty (40) hours in total at any time.

All hours in excess of the maximum shall be in the form of pay. An employee who wishes to take compensatory leave time shall submit a leave request with reasonable notice. Approval or denial of the request will be made by the department Director or designee based on the operational or fiscal impact of the request.

An employee separating from the City on a voluntary or involuntary basis shall receive a lump sum payment for any accumulated compensatory time.

An employee shall be allowed to sell back forty (40) hours of compensatory time at the employee's regular hourly rate of pay once per year. Compensatory time sell-back shall not be pensionable.

8.05 Should an emergency be declared by the City Manager, employees that are directed to not report to work shall be compensated at one-half of their regular rate. Employees that are required to remain on duty shall be compensated at their regular pay. During hazardous conditions, as determined by the City Manager, or in the absence thereof his/her designee, employees shall be compensated at double their regular rate.

ARTICLE 9 – ON-CALL STATUS

9.01 In the event of an emergency such as, but not limited to, hurricanes, man-made disasters, etc., employees must be ready to be called to work in an urgent situation during off-duty time. Any employee who is required to remain on an emergency stand-by basis and in telephone contact shall be compensated at the rate of time and one-half (1½) of the base rate of pay for a minimum of three (3) hours per twenty-four (24) hour period. Any employee who is required to remain on-site during an emergency beyond his/her normally scheduled hours will be compensated at the rate of time and one-half (1 ½) of the base rate of pay for a minimum of three (3) hours. Failure to comply may be considered insubordination and may be subject to disciplinary action.

9.02 Employees who accept after hours work must report within one (1) hour of receipt of the call. Employees who fail, after accepting after hours work to respond within one (1) hour of receipt of the call may be subject to disciplinary action.

9.03 Certain employees are required as a matter of public safety as determined by the city to be placed in an on-call status. The city will not restrict the movement of employees who are required to remain in this status; however, employees on an on-call status must respond to any calls made to them within thirty (30) minutes of receipt of the call in a city provided vehicle.

9.04 Employees will be compensated for remaining in an on-call status in the following manner:

a. An employee placed in an on-call status will be paid for three (3) hours at the rate of time and one-half (1½) the base rate of pay each day for the week in which the employee is on-call. The three (3) hours will cover the first call-in each day. If the first call-in takes longer than three (3) hours, then the total hours will be paid at the overtime rate.

b. The employee shall be guaranteed not less than one (1) hours pay at the rate of time and one-half (1½) of their base rate of pay for each call-in after first call in for that on call 24-hour period. All time worked when on-call shall be paid at the rate of time and one-half (1½) the base rate of pay.

ARTICLE 10 – PROMOTIONAL VACANCIES

10.01 The City will post position vacancies in the bargaining unit within 30 working days after the position becomes vacant. If the City deems it necessary to change, alter or not fill a position, the Union will be informed within ten (10) working days.

10.02 The City agrees to post vacancies within the bargaining unit for a minimum of seven (7) calendar days. An employee interested in a job vacancy will complete an application and submit to the Human Resources Department. Any applicant or City employee may request to be considered for the vacant position provided:

a. The employee had no disciplinary action in the previous twelve (12) months. Informal counseling and verbal warnings will not be counted for purposes of this Article.

b. A new employee has completed 90-days of continuous employment.

10.03 All employees who meet the minimum qualifications for the position, as advertised, will be referred for consideration. Vacancies will be filled by selecting the best qualified candidate based upon prior experience directly or indirectly related to the job, education and formal training, performance history, required licenses and certificates, including all State certifications/licenses, seniority, and the interview.

10.04 In the event a qualified City employee and a qualified non-City employee are competing for the same position and the ability to perform the job is substantially equal, the City employee shall be given preference.

10.05 The provisions of this Article shall not apply to classifications when promotion is based upon obtaining a higher-level certification and/or license from a regulatory agency (Example: Plant Operators, Maintenance Technicians, Stormwater Operator, Wastewater Systems Tech, etc.). Provisions of this section shall also not apply whenever a position is being upgraded in classification and is already occupied by a City employee.

10.06 Any employee who is promoted to a classification having a higher pay grade than his current pay grade shall receive an increase of 5% above his regular rate or to the minimum rate of the new classification, whichever is greater. Promotions resulting in a change in pay grade of three or more pay grades shall result in an increase of 10% or to the minimum rate of the new classification, whichever is greater. Promotional increases may be exceeded at the time of promotion for employees who have key skills and have demonstrated outstanding performance.

An employee who elects to be demoted to a lower classification having a lower pay grade than his current pay grade shall receive a decrease of 5% below his regular rate. Demotions resulting in a change in pay grade of three or more pay grades shall result in a decrease of 10% below his regular rate. If the 5% or 10% demotion rate still exceeds the maximum of the new classification, the employee will be moved to the maximum rate.

10.07 Promoted employees shall not be placed on probation in their new classification unless they have not completed their initial 180-day probationary period as a new-hire.

10.08 Promotion increases shall not affect annual performance increase eligibility.

ARTICLE 11 – PROBATIONARY PERIOD, SENIORITY, LAYOFF

11.01 Initial Probationary Period: The probationary period for each newly hired employee in the bargaining unit shall be 180 days continuous service following the date of hire. An interruption for authorized leave of absence shall not constitute a break in continuous service, but any time on leave without pay shall not be credited as time in service and will be added to the 180-day probationary status. An employee terminated during the probationary period does not have the right to grieve the termination under the grievance procedures.

11.02 Seniority

a. Probationary employees do not acquire seniority with the City until they have successfully completed the probationary period. Upon completion, the employee's seniority date will commence with the employee's date of hire, if hired as a full-time employee, or date made regular status, if converted from seasonal or part-time status.

b. City seniority is defined as an employee's continuous length of service with the City, commencing with last date of hire. When more than one (1) employee is hired on the same day, City seniority will be assigned in alphabetical order by last name.

c. An employee's seniority will be broken when continuous service with the City is interrupted by resignation, discharge for cause, failure to return from an authorized leave of absence, lay-off for more than six (6) months, failure to respond to a recall within ten (10) working days, or retirement.

11.03 Layoff

a. In the event of a lay-off for lack of funds or lack of work, employees will be given thirty (30) days written notice and will be laid off in inverse order of hire of the Union covered employees in the affected department. All part-time employees shall be laid off before any full-time employees within the same department that is being affected by the layoff. Employees shall be laid off by job classification with regard to seniority from least senior to most senior. The decision concerning which employee(s) are to be laid off within the affected job class shall be based upon the affected employee(s) ability to perform the remaining work available, past performance, and seniority. If all factors are equal, seniority in position shall take precedence in determining the order of the layoff with less senior employees in the position subject to lay off first.

b. In the event laid off employees are recalled to work, recalls shall be in reverse order of lay-off.

c. Notice of recall shall be sent to the former employee's last address by Certified Mail. All recalls must be responded to within ten (10) working days of receipt. Failure to respond will result in loss of seniority and recall rights.

ARTICLE 12 – DISCIPLINE/GRIEVANCE PROCEDURE

12.01 Discipline

a. An employee may be disciplined only for just cause. The employee and the Union shall be notified of a proposed action (excluding oral warnings) within ten (10) working days of the date of the incident giving rise to the charges. If extenuating circumstances exist, the Department Director will inform the Union Business Manager or designee there will be a delay in the discipline process.

b. When an employee is questioned by management and the employee reasonably believes that the questioning may lead to disciplinary action against him, the employee has the right to request that a union representative be present at the meeting. The City will accommodate an employee's request for a union representative when a dismissal notice is being issued that may cause that employee to consider possible resignation. When an employee requests union representation pursuant to this Section, and a union representative is not immediately available, the City will agree to postpone the meeting for no longer than five (5) days in order for the employee to obtain union representation.

b. Disciplinary actions involving discharge, demotion, or suspension with loss of pay, shall be subject to the Grievance procedure set forth in this Agreement.

12.02 Grievance Procedures

a. It is the policy of the City to encourage discussion on an informal basis between a supervisor and employee concerning complaints. Such discussion should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee's complaint will be presented and handled promptly and should be resolved at the lowest level of supervision consistent with the authority of supervisor. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance (1) on behalf of any employee without his consent, or (2) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding brought by an individual employee or group of employees, or by the Union.

b. A "grievance" shall consist of disputes about interpretations and/or applications of particular clauses of this Agreement, and about alleged violations of this Agreement, including formal written discipline. All references to the term "working day" when used in this procedure, shall mean calendar days Monday through Friday, excluding holidays.

c. Nothing in this Agreement shall be construed to prevent any employee from presenting his own grievance to the City, in person or by legal counsel, and having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the Agreement, and if the bargaining agent or his designee has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

d. Grievances shall be presented and adjusted in the following manner:

Step 1 - Department Director Level – If an employee initiates his grievance at this step, the grievance will be reduced to writing on a mutually agreed upon form, setting forth the facts of the complaint and the Article/Section violated, within five (5) working days after receipt. If a response is not provided within the time allotted, the grievance may be submitted to the Human Resources Director for action by the City Manager.

Step 2 - City Manager Level – If the grievance is not resolved at Step 1, the employee may submit the grievance in writing through the Human Resources Director to the City Manager within five (5) working days after receipt of the reply at Step 1. The City Manager will have ten (10) working days to respond, in writing, to the grievance.

Step 3 - Arbitration Level – If the grievance is not resolved at Step 2, the Union may request arbitration within ten (10) business days after receipt of the response at Step 2 by submitting a request in writing to the Human Resources Director outlining the specific provision(s) of this Agreement at issue. If the grievance is not appealed for arbitration within the time limits, the decision of the City Manager shall be final and binding upon the aggrieved employee and/or the Union.

A City representative and the Union Business Manager will meet within five (5) working days of receipt of the request for arbitration to jointly apply to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. Within ten (10) working days of receipt of said panel, the Union Business Manager and the City Representative will meet to select an arbitrator. Both the Union and the City shall have the right to

strike three (3) names from the panel. Lot chance will determine who shall strike a name out first.

The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearings unless a later date is mutually agreed to by the Union and the City. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement as requested by the Union and the City.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the Union, the City, and employees in the bargaining unit. In reaching his decision, the arbitrator will use the preponderance of evidence standard of proof.

The arbitrator may fashion an appropriate remedy where he finds a violation of this Agreement, but no liability, monetary or otherwise shall accrue against the City or the Union. With respect to grievances involving termination of employment, the arbitrator shall not modify the City's disciplinary action unless he finds the City's action to be arbitrary or capricious.

The fees and expenses of the arbitrator shall be borne equally by both parties. Any party desiring a transcript shall bear the cost of it.

e. Failure to initiate a grievance within the time limit specified shall be determined a waiver of the grievance right. Failure at any Step of this procedure to submit the grievance to the next Step within the specified time limit shall be deemed to be acceptance of the decision at that Step. Failure at any Step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next Step of the grievance process.

ARTICLE 13 – WAGES

13.01 Effective October 1, 2021, all bargaining unit members shall receive a 5% cost of living increase, pursuant to the Memorandum of Understanding agreed to by the Union and the City on October 12, 2021.

13.03 Bargaining unit members may not exceed the top of their respective pay range. All increases are contingent upon receiving at least a "Meets Expectations" evaluation for the most recent performance review.

13.04 Effective on the first full pay period in October 2022 and October 2023, employees shall be advanced in pay according to a merit system outlined below. Annual appraisals will be completed on the General Employee Performance Evaluation form and will be rated as follows:

- 5 – Outstanding
- 4 – Exceeds Expectations
- 3 – Meets Expectations
- 2 – Improvement Needed

An overall rating for the entire review is then assigned based on a four (4) point system:

- A rating of 4 indicates the employee's performance is exemplary and far exceeds the rating criteria.
- A rating of 3 indicates the employee's performance is above average and exceeds the rating criteria.
- A rating of 2 indicates the employee's performance meets the rating criteria and is average or satisfactory
- A rating of 1 indicates the employee's performance does not meet the standards of the rating criteria and needs improvement or is unsatisfactory.

Annual merit increases will be based on the Overall Rating as follows:

- A Rating of 4 = 4% + Cost of Living Increase*
- A Rating of 3 = 2% + Cost of Living Increase*
- A Rating of 2 = Cost of Living Increase Only*
- A Rating of 1 = No Increase

* The Cost-of-Living increase for October 2022 will be based on the December 2021 Consumer Price Index for All Urban Consumers (CPI-U), South Region, with a minimum of 1.50% and a maximum of 2.50%. The Cost-of-Living increase for October 2023 will be based on the December 2022 Consumer Price Index for All Urban Consumers (CPI-U), South Region, with a minimum of 1.50% and a maximum of 2.50%. Should the CPI-U exceed 3.75%, the City and the Union agree to re-open this Article for negotiation.

13.05 An employee who receives an overall rating of "1" on the performance evaluation will be placed on a 90-day performance improvement plan (PIP). The employee will acknowledge his understanding of the PIP on the Performance Evaluation form. Following completion of the 90-day PIP, the employee will be further evaluated, and appropriate action taken.

13.06 Pay grade adjustments in the Pay and Classification Plan do not constitute a promotion.

13.07 Newly hired employees will receive a probationary evaluation upon completion of 180 days of service. No probationary increase will be provided at the conclusion of the probationary period.

ARTICLE 14 – VACATION/SICK LEAVE/PAID TIME OFF (PTO)

14.01 Vacation:

a. For employees hired prior to October 1, 2004 and elected the vacation and sick leave plan, vacation shall be accrued as follows:

Years of Service	Length of Vacation
Less than 1 year	5 days (40 hours)
1 year, but less than 5 years	10 days (80 hours)
5 years, but less than 15 years	15 days (120 hours)
15 or more years	20 days (160 hours)

b. Management will approve vacation based on a first-come, first served basis. In the event of a conflict, seniority rules. Leave requests shall be submitted no earlier than six (6) months in advance and with reasonable notice before the requested leave would commence unless extenuating circumstances arise. The employee will be provided a valid reason for any denied vacation time.

c. Employees shall not be charged vacation leave for a holiday.

d. Absence due to sickness that is more than sick leave accrued may be charged to vacation leave upon the request of the employee.

e. Unused vacation leave shall be paid to the employee upon termination from City employment at the regular rate of pay received immediately prior to termination.

14.02 Sick Leave:

a. For employees hired prior to October 1, 2004 and elected the vacation and sick leave plan, four (4.0) hours of sick leave will be accrued bi-weekly.

b. Employees may accrue a maximum of 1200 hours of sick leave.

c. To be eligible to use sick leave, the employee shall call in at least fifteen (15) minutes prior to the start of the employee's shift, unless extenuating circumstances prohibit.

d. Sick leave may be used for an illness or injury of the employee or a member of the employee's immediate family, provided a doctor's statement is received stating that it was necessary for the employee to be absent to care for the family member, if requested by the employee's supervisor. Members of the employee's immediate

family include the employee's parent or step-parent, spouse or child (to include foster children).

e. The City, at its discretion, may require an employee to present a doctor's certificate stating that the employee was unable to work to support the sick leave taken. Failure to provide a certificate, if requested, will result in the employee being charged absence without leave and result in loss of pay for the time missed.

f. Employees shall have the option to sell back to the City twelve (12) hours sick leave the last pay period prior to the Christmas Holiday provided the employee has used less than twenty-four hours during the fiscal year.

14.03 Paid Time Off (PTO)

a. For employees hired after October 1, 2004 or employees that elected PTO instead of the vacation and sick plan, PTO shall be accrued as follows:

Years of Service	Length of PTO
Less than 1 year	15 days (120 hours)
1 Year, but less than 5 years	20 days (160 hours)
5 years, but less than 10 years	25 days (200 hours)
10 years, but less than 15 years	28 days (224 hours)
15 or more years	32 days (256 hours)

b. Effective October 1, 2022, employees will be allowed to carry forward unused PTO to a maximum of 900 hours. Effective October 1, 2023, employees will be allowed to carry forward unused PTO to a maximum of 600 hours.

c. Management will approve PTO based on a first-come, first served basis. In the event of a conflict, seniority rules. Leave requests shall be submitted no earlier than six (6) months in advance and with reasonable notice before the requested leave would commence unless extenuating circumstances arise. The employee will be provided a valid reason for any denied PTO time.

d. Employees shall not be charged PTO leave for a holiday.

e. Employees who opted into the PTO plan when initially offered in 2004 may have accrued sick leave time kept in a separate bank. Employees will be allowed to use this sick leave time with a doctor's statement. Employees will be allowed to use time from this bank for illness or injury for their spouse or children provided they reside in the same household, and they present a doctor's statement stating their presence is needed.

f. Up to forty (40) hours of PTO will be paid out upon voluntary separation or retirement with the City.

ARTICLE 15 – LEAVE OF ABSENCE AND OTHER FORMS OF LEAVE

15.01 Family & Medical Leave (FMLA): The City and the Union agree to observe the requirements of the Family Medical Leave Act. Eligible employees may take up to twelve (12) work weeks of leave in a rolling 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Employees shall notify the Human Resources Department 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances. Human Resources will provide written notice to the employee after notification received of approval/denial of leave.

Employees may use accrued PTO, Sick or Vacation leave for FMLA; otherwise, it will be unpaid.

15.02 Military Leave: Both parties hereto agree to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law regarding military leave.

15.03 Bereavement Leave: The City shall grant up to five (5) days of paid bereavement leave due to the death of an immediate family member. Immediate family is defined as the employee's parent or stepparent, spouse, or child (to include foster children).

Up to three days of paid bereavement leave will be provided due to the death of the employee's parent-in-law, child's spouse, sibling, grandparents, or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

One day of bereavement leave may be granted due to the death of any other family member not included above who is related by blood or marriage in order that the employee may attend funeral services.

15.04 Jury Duty: An employee summoned to jury duty or subpoenaed or summoned to appear in court as a witness in connection with the performance of duties with the City will be granted administrative leave with pay. If released by the court prior to the end of the employee's normally scheduled workday, the employee is expected to return to work.

Eligibility for administrative leave requires the employee to deposit with the Finance Department any monetary payment received for jury duty or court appearance.

15.05 Personal Leave of Absence (Non-FMLA): All requests for a leave of absence (Non-FMLA) shall be in writing and approved by the Department Director and City Manager. Employee shall not engage in any outside employment during an authorized personal leave of absence unless approved in advance by the City Manager. It is understood and agreed that all leaves of absence shall be without pay and will not exceed thirty (30) calendar days per year.

ARTICLE 16 – HOLIDAYS

16.01 The following holidays are designated as paid holidays:
New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

Whenever any paid holiday listed above occurs on a Saturday, the preceding business day shall be considered as a holiday. When any paid holiday occurs on Sunday, the following business day shall be considered as a holiday. Some bargaining unit positions may observe the holiday on the day of the week it occurs, rather than the day prior or next day (e.g., Plant Operators).

16.02 Employee shall receive their regular rate of pay for each designated holiday for the regular scheduled workday (e.g., 8, 10 or 12 hours).

16.03 Employees required to work on a holiday will receive the holiday pay in Section 16.02 above plus a rate of one and one-half (1 ½) times their base rate of pay for all hours worked that day.

16.04 In computing overtime, holidays shall be counted as days worked; however, if a holiday falls on an employee's regular day off, then the holiday shall not be counted as time worked.

16.05 In order to be paid for a holiday, an employee must work or be in a pre-approved paid leave status (PTO, sick, vacation, FMLA) the scheduled workday before and after the holiday. Upon furnishing a doctor's excuse for a minimal notice PTO leave, the PTO may be approved at the discretion of the Department Director.

ARTICLE 17 – EMPLOYEE BENEFITS

17.01 Medical Insurance: The City shall provide individual basic medical insurance for employees. Employees hired prior to October 1, 2013 shall contribute forty-five percent (45%) of the cost of insurance for dependent coverage. Employees hired on or after October 1, 2013 shall contribute fifty percent (50%) of the cost of insurance for dependent coverage for the period of this Agreement.

17.02 Life Insurance: The City agrees to provide term life insurance coverage for employees at no cost to the employee. The benefit provided shall be one times the employee's annual salary, rounded to the nearest thousand and recalculated annually.

17.03 Pension Plan: The City provides for a defined benefit pension plan, The General Employees' Pension Plan, with a six-year vesting period. Both the City and the employees contribute to the fund. The City agrees to maintain a defined benefit pension plan as it now exists. Any change to the plan that requires an increase in the employee contribution shall be mutually agreed upon by the employees, the City, and the General Employees' Pension Board.

17.04 Employee Assistance Program: The City agrees to provide an Employee Assistance Program at no cost to the employees. Through the Employee Assistance Program, the City provides confidential access to professional counseling services for assistance in confronting certain personal issues. More information about this program may be found in the City's Personnel Policy Manual or by contacting the Human Resources Department.

ARTICLE 18 – EDUCATIONAL ASSISTANCE

18.01 The City may make educational assistance available to regular full-time employees who have completed 180 calendar days of service. While educational assistance is expected to enhance performance and abilities, the City cannot guarantee that participation in formal education will result in advancement, a different job assignment or pay increases.

18.02 The Union agrees that the City's Personnel Policy Manual will cover the educational assistance program under this Article.

18.03 Employees approved for educational assistance must agree to remain with the City for a period of two (2) years from the date of completion of each educational assistance received. Failure to complete the service requirement obligates the employee to repay the City on a pro-rated basis ($1/24^{th}$ credit is given for each month of service following completion of the educational assistance program). This provision does not obligate the City to employ an employee for any set duration.

ARTICLE 19 – UNIFORMS

19.01 An annual uniform allowance of three-hundred dollars ($300) will be provided to employees required to wear uniforms, excluding Maintenance Department employees who perform automotive maintenance duties as their primary job function. The automotive maintenance employees will be provided a uniform service, as determined by the City in lieu of the $300 uniform allowance. Uniform allowances will be issued in two installments each fiscal year: $150 in the first full pay period of October and $150 in the first full pay period of April. Uniform purchases may include shirts, slacks, shorts (if wearing of shorts is not a safety issue), hats, jackets, and rain gear, and must have the City emblem if feasible. Employees receiving the uniform allowance will be required to be in uniform when on duty. Uniforms will not be worn while in an off-duty status except while traveling to and from work.

19.02 The employee will provide for the cleaning and repair of uniforms. Upon leaving City employment, all uniform shirts will be returned.

19.03 The City will appropriate two hundred dollars ($200) per administrative employee each fiscal year as a clothing allowance. Clothing allowances will be issued in two installments each fiscal year: $100 in within the first full pay period of October and $100 in the first full pay period of April.

ARTICLE 20 – SAFETY & HEALTH

20.01 Both the City and the Union agree to make a concerted effort to conform and comply with applicable laws as to safety and health.

20.02 The City and the Union will cooperate in the continuous objective of eliminating safety and health hazards due to unsafe working conditions. No employee shall be required to perform work where there is imminent danger to life and/or limb.

20.03 Employees covered by the Agreement shall comply with all safety rules and regulations established by the City.

20.04 Should an employee believe that unsafe working conditions exist in any work area, the employee, shall, as soon as possible, report the condition to his immediate managerial supervisor. The supervisor shall investigate the report and respond to the employee in writing with his findings within five (5) working days. Should the employee disagree with the supervisor's response, the employee may report condition to his Department Director.

20.05 In compliance with established safety practices and laws, the City agrees to provide personal protective equipment, safety wearing apparel and other necessary equipment required to protect employees from injury or disease. Safety apparel shall include safety boots, safety glasses, gloves, hard hats, ear protection, and chaps.

20.06 The City agrees to provide a three-hundred-dollar ($300) safety shoe allowance to employees required to wear safety shoes in the performance of their duties. The safety shoe allowance will be paid each fiscal year during the contract period. Safety shoes must meet ASTM F2412 and ASTM F2413 standards.

20.07 The City agrees to subsidize up to one-hundred-fifty dollars ($150) each fiscal year during the contract period towards the purchase of prescription safety glasses. Safety glasses must meet ANSI Standard #Z87.1 and have side shields. The employee must wear side shields on safety glasses while on duty. Employees are required to submit their purchase receipt to Finance for reimbursement.

20.08 Failure of employees to wear appropriate personal protective equipment for the job being performed will be considered willful neglect, subject to discipline. Employees who fail to follow established safety regulations, fail to use all personal protective equipment provided by the City, and/or fail to work in a safe manner, shall constitute just cause for discipline, up to and including termination.

20.09 The City shall maintain a workplace safety program in accordance with the City's Personnel Policy Manual. The Union shall have representation on the Safety Committee.

20.10 The City agrees to provide first aid kits that are accessible to employees. The City also agrees to provide transportation to medical facilities if an employee is injured on the job and requires such transportation.

20.11 The City agrees to provide Bloodborne Pathogen Training to employees. The City agrees to provide Hepatitis B vaccinations at no cost for employees in at-risk positions, if the employee desires.

ARTICLE 21 – WORKERS COMPENSATION

21.01 Workers' compensation benefits will be provided in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, to an employee who is disabled because of an on-the-job injury arising out of, and in the course of, activities related to his employment.

21.02 An employee who sustains an injury resulting in disability which is compensable under the Worker's Compensation Law shall be carried in full pay status for a period not exceeding seven (7) days. Under no circumstances shall the employee receive more than one-hundred percent (100%) of regular earnings while on Workers Compensation leave. Such pay will be contingent upon written confirmation of inability to work from the Workers Compensation physician treating the employee.

21.03 If the employee is unable to resume work at the end of the seven (7) day period, Workers' Compensation payments will commence. The employee may elect to use his PTO, or sick and vacation time to make up the difference between the Worker's Compensation payment and his base salary. If the employee desires to use accrued leave to supplement Worker's Compensation payments, the employee must request the leave in writing to his supervisor. The employee's department will report the hours used to payroll on a bi-weekly basis. If a holiday occurs during the employee's absence, and accrued leave is being used, the supplement for the holiday shall be charged to holiday pay.

21.04 Employees will continue to accrue PTO, or sick and vacation leave while on Workers Compensation, for up to twelve (12) weeks. If the employee is not able to return to duty (or light duty if available) after twelve (12) weeks, no further leave accrual will occur, and the employee's pay will revert exclusively to Workers Compensation payments.

21.05 Failure to return to work upon release by the Workers Compensation physician for a period of three scheduled workdays will be treated as a resignation.

ARTICLE 22 – DRUG & ALCOHOL TESTING

22.01 In the interest of public and employee safety, and the professional image of City government, the City has implemented a drug and alcohol-free workplace policy. The Union agrees to support the City policy and understands that random, reasonable suspicion, and post-accident drug and alcohol testing will be required of employees in the bargaining unit. Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

The City and Union agree to follow the City's Personnel Policy on Drug Testing.

ARTICLE 23 – SEVERABILITY

23.01 In the event any article, section, or portion of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section, or portion thereof. All other articles, sections, and portions of this Agreement shall remain valid and enforceable.

ARTICLE 24 – ENTIRE AGREEMENT

24.01 The Parties acknowledge that during negotiations which resulted in this Agreement, each Party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

24.02 Prior Actions: This Agreement supersedes and cancels all prior practices and agreements, whether written or oral; all prior charges, complaints, grievances, discharges, reprimands, and other disciplinary actions; and constitutes the complete and entire Agreement between the parties.

24.03 Except as provided elsewhere, this Agreement shall be effective from October 1, 2021 through September 30, 2024.

ARTICLE 25 – DURATION

25.01 This Agreement shall be in full force and effect as of the 1st day of October 2021 and shall remain in full force and effect through the 30th day of September 2024. This Agreement shall remain in full force and effect during the period of negotiations of any successor agreement.

25.02 In the event the City and the Union fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period, provided that any such successor agreement will be effective as of the date agreed upon and will not necessarily be retroactive to the expiration date of this Agreement.

25.03 If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, severe weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided wage rates and monetary fringe benefits shall not be suspended.

WITNESS, or hand and sealed this 21st day of December, 2021, in Fernandina Beach, Florida.

CITY OF FERNANDINA BEACH

DALE L. MARTIN
City Manager

CITY OF FERNANDINA BEACH

MICHAEL LEDNOVICH
Mayor – Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:

TAMMI E. BACH
City Attorney

NORTHEAST FLORIDA PUBLIC EMPLOYEES,
LOCAL 630, LIUNA, AFL-CIO-CLC

Ronnie Burris

RONNIE BURRIS
Business Agent, Union

ORDINANCE 2022-35

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE PAY AND CLASSIFICATION PLAN ESTABLISHED BY ORDINANCE 2022-08 PURSUANT TO CHARTER SECTION 30 AND CODE OF ORDINANCES SECTION 62-247; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach Charter Section 30 states, in relevant part, "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."; and

WHEREAS, Code of Ordinances Section 62-247 states, in relevant part, "The classification plan shall be that as established by the City Commission each year by ordinance and may be amended by the City Commission from time to time in its discretion, by ordinance, as it may deem necessary to ensure that the plan reflects the current job classification of all positions in the City service."; and

WHEREAS, Senior Manager and Director classifications were excluded from the amendments to the Pay and Classification Plan established by Ordinance 2022-08; and

WHEREAS, through collective bargaining with the Organized Firefighters of Fernandina Beach, Local Union No 2836, International Association of Firefighters AFL-CIO (Resolution #2022-21) and the Coastal Florida Police Benevolent Association (Resolution #2022-84), new compensation plans were negotiated and approved; and

WHEREAS, the City recognizes that the compensation plan is intended to provide all employees with equitable and competitive pay, relative to pay received by other employees performing similar work in other areas of the City's organization and also comparative to rates received by other employees in the labor market from which City employees are recruited; and

WHEREAS, it is in the best interest of the City to amend the existing Classified Service Titles and Pay Grades to reflect the current organizational needs and responsibilities of the City.

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

SECTION 1. CLASSIFIED SERVICE TITLES AND PAY GRADES. The Classified Service Titles and Pay Grades Plan as shown below are hereby amended.

POSITION TITLE	FLSA	GRADE
Accountant	Exempt	212
Accounting Clerk	Non-Exempt	205
Accounting Manager	Exempt	~~138~~ 218

Accounting Supervisor	Exempt	~~214~~ 215
Administrative Coordinator	Exempt	210
Administrative Services Manager	Exempt	213
Administrative Specialist	Non-Exempt	205
Airport Director	Exempt	~~143~~ 220
Airport Operations Manager	Exempt	211
Aquatics Coordinator	Non-Exempt	206
Assistant Golf Course Supt	Exempt	213
Assistant Golf Professional	Exempt	207
Building Inspector I	Non-Exempt	210
Building Inspector II	Non-Exempt	212
Building Inspector III	Non-Exempt	214
~~Building Director~~ Building Official	Exempt	~~145~~ 225
Building Services Manager	Exempt	211
Building Technology Analyst	Non-Exempt	208
Bus Driver	Non-Exempt	204
Cart Attendant	Non-Exempt	201
Child Care Professional	Non-Exempt	202
Code Enforcement Officer	Non-Exempt	210
Comptroller	Exempt	~~147~~ 225
Community Development Director	Exempt	220
Conservation & Environmental Manager	Exempt	213
Customer Service Specialist	Non-Exempt	205
Deputy Building Official	Exempt	~~142~~ 219
Deputy City Clerk	Exempt	213
Deputy City Manager	Exempt	~~147~~ 230
Deputy Code Enforcement Director	Exempt	~~137~~ 219
Deputy Comptroller	Exempt	219
Deputy Fire Chief	Exempt	~~142~~ 219
Deputy Operations Director	Exempt	219
~~Assistant~~ Deputy Parks and Rec Director	Exempt	~~138~~ 219
Deputy Planning & Conservation Director	Exempt	~~143~~ 219
Deputy Police Chief	Exempt	~~144~~ 219
Deputy Wastewater Superintendent	Non-Exempt	~~136~~ 217
Digital Communications Manager	Exempt	213
Driving Range Attendant	Non-Exempt	201

Electrician/HVAC Technician	Non-Exempt	209
Facilities Maintenance Superintendent	Exempt	~~138~~ 217
Fire Chief	Exempt	~~144~~ 225
Fire Services Manager	Exempt	211
Food and Beverage Manager	Exempt	213
Golf Course General Manager	Exempt	~~143~~ 219
Golf Course Sales Manager	Exempt	205
Golf Course Superintendent	Exempt	~~138~~ 217
Grants Administrator	Exempt	~~137~~ 217
Heavy Equipment Operator	Non-Exempt	205
Human Resources Director	Exempt	~~143~~ 220
Human Resources Generalist	Exempt	210
Information Technology Director	Exempt	~~143~~ 220
Information Technology Technician	Non-Exempt	208
Intern	Non-Exempt	201
Junior Accountant	Exempt	210
Lead Operator	Non-Exempt	212
Legal Assistant	Exempt	213
Maintenance Assistant	Non-Exempt	201
Maintenance Technician I	Non-Exempt	203
Maintenance Technician II	Non-Exempt	205
Maintenance Technician III	Non-Exempt	209
Master Mechanic	Non-Exempt	209
Mechanic	Non-Exempt	205
Ocean Rescue Lieutenant	Exempt	209
Ocean Rescue Lifeguard I	Non-Exempt	203
Ocean Rescue Lifeguard II	Non-Exempt	204
Ocean Rescue Lifeguard III	Non-Exempt	205
Operations Director	Exempt	~~143~~ 220
Operations Services Manager	Exempt	213
Operations Supervisor	Exempt	215
Parks and Recreation Director	Exempt	~~143~~ 220
Parks and Recreation Manager	Exempt	213
Parks Maintenance Superintendent	Exempt	~~138~~ 217
Permit Specialist	Non-Exempt	205
Planner I	Exempt	210

Planner II	Exempt	212
Planning Technician	Non-Exempt	209
Plans Examiner	Non-Exempt	214
Police Captain	Exempt	~~143~~ 218
Police Chief	Exempt	~~146~~ 225
Police Reserve Officer	Non-Exempt	209
Police Service Aide	Non-Exempt	204
Police Services Coordinator	Exempt	210
Police Services Manager	Exempt	211
Pool Lifeguard	Non-Exempt	202
Pro Shop Attendant	Non-Exempt	201
Project Coordinator	Exempt	214
Purchasing Agent	Non-Exempt	210
Records Coordinator	Non-Exempt	206
Recreation Aide	Non-Exempt	201
Recreation Coordinator	Non-Exempt	203
Recreation Programs Supervisor	Exempt	209
Sanitation Operator I	Non-Exempt	205
Sanitation Operator II	Non-Exempt	209
Server/Cook	Non-Exempt	201
Sr. Electrician/HVAC Technician	Non-Exempt	212
Sr. Human Resources Generalist	Exempt	211
Sr. Maintenance Technician	Non-Exempt	212
Sr. Master Mechanic	Non-Exempt	212
Sr. Planner	Exempt	214
Sr. Pool Lifeguard	Non-Exempt	~~204~~ 205
Staff Assistant	Non-Exempt	203
Starter Ranger	Non-Exempt	201
Swim Instructor	Non-Exempt	204
System Administrator	Exempt	216
Urban Forestry Inspector Arborist	Exempt	212
Utilities Chief Plant Operator	Non-Exempt	212
Utilities Director	Exempt	~~146~~ 220
Utilities Engineer	Exempt	~~138~~ 216
Utilities GIS Technician	Non-Exempt	204
Utilities Operations Superintendent	Exempt	~~143~~ 217

Utilities Plant Operator I	Non-Exempt	210
Utilities Plant Operator II	Non-Exempt	211
Utilities Supervisor	Exempt	215
Utility Billing Specialist	Non-Exempt	206
Utility Technician I	Non-Exempt	~~204~~ 203
Utility Technician II	Non-Exempt	206
Utility Technician III	Non-Exempt	210
Warehouse Coordinator	Non-Exempt	210
~~Water Safety Instructor~~	~~Non-Exempt~~	~~204~~

SECTION 2. CONSOLIDATED PAY PLAN. The Classified Service Pay Scale for Fire Department (Appendix "B"), Police Department (Appendix "C"), and Senior Managers and Directors (Appendix "D"), are hereby repealed in their entirety.

SECTION 3. CONSOLIDATED PAY PLAN. The amended Classified Service Pay Scale for General Employees, Managers and Directors (Appendix "A"), Fire Department (Appendix "B"), and Police Department (Appendix "C"), are hereby adopted for Fiscal Year 2022-2023.

SECTION 4. 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 5. EFFECTIVE DATE. This Ordinance shall be effective on January 3, 2023 after its second reading, public hearing and final enaction.

ENACTED by the City Commission this 3rd day of January, 2023

CITY OF FERNANDINA BEACH

Bradley M. Bean

BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

Date of First Reading: December 20, 2022.
Date of Second Reading: January 03, 2023.
Date of Publication: December 21, 2022.

Appendix "A"

CLASSIFIED SERVICE PAY SCALE

GENERAL EMPLOYEES, MANAGERS, AND DIRECTORS

GRADE	MINIMUM ANNUAL	MINIMUM HOURLY	MIDPOINT ANNUAL	MIDPOINT HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
201	$31,200	$15.00	$39,000	$18.75	$46,800	$22.50
202	$32,760	$15.75	$40,950	$19.69	$49,140	$23.63
203	$34,398	$16.54	$42,998	$20.67	$51,597	$24.81
204	$36,118	$17.36	$45,147	$21.71	$54,177	$26.05
205	$37,924	$18.23	$47,405	$22.79	$56,886	$27.35
206	$39,820	$19.14	$49,775	$23.93	$59,730	$28.72
207	$41,811	$20.10	$52,264	$25.13	$62,716	$30.15
208	$43,902	$21.11	$54,877	$26.38	$65,852	$31.66
209	$46,097	$22.16	$57,621	$27.70	$69,145	$33.24
210	$48,401	$23.27	$60,502	$29.09	$72,602	$34.90
211	$50,822	$24.43	$63,527	$30.54	$76,232	$36.65
212	$53,363	$25.66	$66,703	$32.07	$80,044	$38.48
213	$56,031	$26.94	$70,038	$33.67	$84,046	$40.41
214	$58,832	$28.28	$73,540	$35.36	$88,248	$42.43
215	$61,774	$29.70	$77,217	$37.12	$92,661	$44.55
216	$64,863	$31.18	$81,078	$38.98	$97,294	$46.78
217	$68,106	$32.74	$85,133	$40.93	$102,159	$49.11
218	$74,917	$36.08	$93,647	$45.02	$112,376	$54.03
219	$82,409	$39.62	$103,012	$49.53	$123,614	$59.43
220	$100,000	$48.08	$125,000	$60.10	$150,000	$72.12
225	$112,500	$54.09	$137,500	$66.11	$162,500	$78.13
230	$125,000	$60.10	$150,000	$72.12	$175,000	$84.13

Appendix "B"

CLASSIFIED SERVICE PAY SCALE

FIRE DEPARTMENT

STEP	FIREFIGHTER/ EMT	FIREFIGHTER/ PMT	LEAD MEDIC	ENGINEER	LIEUTENANT	CAPTAIN
1	$43,680	$48,680	$53,548	$58,902	$64,793	$71,272
2	$44,990	$50,140	$55,154	$60,669	$66,737	$73,410
3	$46,790	$52,146	$57,361	$63,096	$69,406	$76,347
4	$49,130	$54,753	$60,229	$66,251	$72,877	$80,164
5	$51,586	$57,491	$63,240	$69,563	$76,520	$84,172
6	$51,586	$57,491	$63,240	$69,563	$76,520	$84,172
7	$54,165	$60,366	$66,402	$73,041	$80,346	$88,381
8	$54,165	$60,366	$66,402	$73,041	$80,346	$88,381
9	$56,874	$63,384	$69,722	$76,693	$84,364	$92,800
10	$56,874	$63,384	$69,722	$76,693	$84,364	$92,800
11	$58,011	$64,651	$71,117	$78,227	$86,051	$94,656
12	$58,011	$64,651	$71,117	$78,227	$86,051	$94,656
13	$59,171	$65,945	$72,539	$79,792	$87,772	$96,549
14	$59,171	$65,945	$72,539	$79,792	$87,772	$96,549
15	$60,355	$67,263	$73,990	$81,388	$89,527	$98,480
16	$60,355	$67,263	$73,990	$81,388	$89,527	$98,480
17	$60,958	$67,936	$74,730	$82,201	$90,423	$99,465
18	$61,568	$68,615	$75,477	$83,024	$91,327	$100,459
19	$62,183	$69,302	$76,232	$83,854	$92,240	$101,464
20	$62,805	$69,995	$76,994	$84,692	$93,163	$102,478

Firefighters are non-exempt (hourly) employees. Annual compensation is determined on the basis of normally scheduled hours worked (2912 annually) multiplied by the hourly rate.

Appendix "B"

CLASSIFIED SERVICE PAY SCALE

FIRE DEPARTMENT

STEP	FIREFIGHTER/ EMT	FIREFIGHTER/ PMT	LEAD MEDIC	ENGINEER	LIEUTENANT	CAPTAIN
1	$15.4500	$17.2216	$18.9417	$20.8369	$22.9175	$25.2144
2	$15.9135	$17.7366	$19.5082	$21.4549	$23.6076	$25.9663
3	$16.5521	$18.4473	$20.2910	$22.3201	$24.5449	$27.0066
4	$17.3761	$19.3640	$21.3004	$23.4325	$25.7809	$28.3559
5	$18.2516	$20.3322	$22.3716	$24.6067	$27.0684	$29.7670
6	$18.2516	$20.3322	$22.3716	$24.6067	$27.0684	$29.7670
7	$19.1580	$21.3519	$23.4840	$25.8324	$28.4177	$31.2605
8	$19.1580	$21.3519	$23.4840	$25.8324	$28.4177	$31.2605
9	$20.1159	$22.4231	$24.6582	$27.1302	$29.8391	$32.8261
10	$20.1159	$22.4231	$24.6582	$27.1302	$29.8391	$32.8261
11	$20.5176	$22.8660	$25.1526	$27.6658	$30.4365	$33.4853
12	$20.5176	$22.8660	$25.1526	$27.6658	$30.4365	$33.4853
13	$20.9296	$23.3295	$25.6573	$28.2220	$31.0442	$34.1548
14	$20.9296	$23.3295	$25.6573	$28.2220	$31.0442	$34.1548
15	$21.3519	$23.7930	$26.1723	$28.7885	$31.6622	$34.8346
16	$21.3519	$23.7930	$26.1723	$28.7885	$31.6622	$34.8346
17	$21.5579	$24.0299	$26.4298	$29.0769	$31.9815	$35.1848
18	$21.7742	$24.2668	$26.6976	$29.3653	$32.3008	$35.5350
19	$21,9905	$24.5140	$26.9654	$29.6640	$32.6304	$35.8852
20	$22.2171	$24.7612	27.2332	$29.9524	$32.9497	$36.2457

Firefighters are non-exempt (hourly) employees. Annual compensation is determined on the basis of normally scheduled hours worked (2912 annually) multiplied by the hourly rate.

~~Appendix "C"~~

~~CLASSIFIED SERVICE PAY SCALE~~

~~POLICE DEPARTMENT~~

TITLE	MINIMUM ANNUAL	MINIMUM HOURLY	MIDPOINT ANNUAL	MIDPOINT HOURLY	MAXIMUM ANNUAL	MAXIMUM HOURLY
~~POLICE OFFICERS AND POLICE DETECTIVES~~	~~$42,456~~	~~$19.44~~	~~$51,498~~	~~$23.58~~	~~$60,540~~	~~$27.72~~
~~POLICE CORPORAL~~	~~$44,575~~	~~$20.41~~	~~$54,075~~	~~$24.76~~	~~$63,576~~	~~$29.11~~
~~POLICE SERGEANT~~	~~$54,403~~	~~$24.91~~	~~$65,039~~	~~$29.78~~	~~$75,675~~	~~$34.65~~

~~Police Officers are non-exempt (hourly) employees. Annual compensation is determined on the basis of normally scheduled hours worked (2184 annually) multiplied by the hourly rate.~~

Appendix "C"

CLASSIFIED SERVICE PAY SCALE

POLICE DEPARTMENT

STEP	POLICE OFFICER	POLICE SERGEANT	POLICE LIEUTENANT
0	$50,000		
1	$51,000		
2	$51,765		
3	$52,541		
4	$53,330		
5	$55,996	$60,196	
6	$57,116	$61,400	$66,005
7	$57,973	$62,321	$66,995
8	$58,842	$63,256	$68,000
9	$59,725	$64,204	$69,020
10	$63,308	$68,057	$73,161
11	$64,575	$69,418	$74,624
12	$65,543	$70,459	$75,743
13	$66,526	$71,516	$76,880
14	$67,524	$72,589	$78,033
15	$70,901	$76,218	$81,934
16	$72,319	$77,742	$83,573
17	$73,403	$78,909	$84,827
18	$74,504	$80,092	$86,099
19	$75,622	$81,294	$87,391
20	$79,403	$85,358	$91,760
21	$80,991	$87,065	$93,595
22	$82,206	$88,371	$94,999
23	$83,439	$89,697	$96,424
24	$84,691	$91,042	$97,871

Police Officers are non-exempt (hourly) employees. Annual compensation is determined on the basis of normally scheduled hours worked (2184 annually) multiplied by the hourly rate.

~~Appendix "D"~~

~~CLASSIFIED SERVICE PAY SCALE~~

~~SENIOR MANAGERS AND DIRECTORS~~

~~GRADE~~	~~MINIMUM ANNUAL~~	~~MINIMUM HOURLY~~	~~MIDPOINT ANNUAL~~	~~MIDPOINT HOURLY~~	~~MAXIMUM ANNUAL~~	~~MAXIMUM HOURLY~~
~~136~~	~~$42,875~~	~~20.61~~	~~$55,202~~	~~26.54~~	~~$67,529~~	~~32.47~~
~~137~~	~~$45,018~~	~~21.64~~	~~$57,961~~	~~27.87~~	~~$70,903~~	~~34.09~~
~~138~~	~~$47,266~~	~~22.72~~	~~$60,855~~	~~29.26~~	~~$74,444~~	~~35.79~~
~~139~~	~~$49,623~~	~~23.86~~	~~$63,890~~	~~30.72~~	~~$78,157~~	~~37.58~~
~~140~~	~~$52,100~~	~~25.05~~	~~$67,079~~	~~32.25~~	~~$82,058~~	~~39.45~~
~~141~~	~~$54,715~~	~~26.31~~	~~$70,445~~	~~33.87~~	~~$86,176~~	~~41.43~~
~~142~~	~~$57,458~~	~~27.62~~	~~$73,977~~	~~35.57~~	~~$90,496~~	~~43.51~~
~~143~~	~~$60,332~~	~~29.01~~	~~$77,677~~	~~37.34~~	~~$95,023~~	~~45.68~~
~~144~~	~~$63,360~~	~~30.46~~	~~$81,575~~	~~39.22~~	~~$99,791~~	~~47.98~~
~~145~~	~~$66,500~~	~~31.97~~	~~$85,750~~	~~41.23~~	~~$105,000~~	~~50.48~~
~~146~~	~~$69,825~~	~~33.57~~	~~$89,885~~	~~43.21~~	~~$109,946~~	~~52.86~~
~~147~~	~~$73,316~~	~~35.25~~	~~$111,648~~	~~53.68~~	~~$149,975~~	~~72.10~~

December 21, 2022
News Leader Edition

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, January 3, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2022-35

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE PAY AND CLASSIFICATION PLAN ESTABLISHED BY ORDINANCE 2022-08 PURSUANT TO CHARTER SECTION 30 AND CODE OF ORDINANCES SECTION 62-247; 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 2023-76
Temporary Easement - United States Army Corps of Engineers (USACE) Beach Renourishment

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-76.

SYNOPSIS: The US Army Corps of Engineers is conducting a dredging project for Kings Bay Naval Base. The beach-quality sand recovered in this project will be used to renourish Florida beaches, including Fernandina Beach. In order to complete the project, the USACE needs access to certain areas of Dolphin Street at Fletcher Ave and Ocean Ave to complete work. The City initially granted an easement to the USACE for the temporary use of this area for twelve months beginning in May 2022. This Resolution approves this easement for an additional twelve months beginning May 2023.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-76.

Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/3/2023
Tammi E. Bach, City Attorney	5/8/2023

Submitted By: Katie Newton, Legal Assistant — Date: May 01, 2023

COMMISSION ACTION: Adopt

RESOLUTION 2023-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A TEMPORARY EASEMENT AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Army Corps of Engineers (USACE) will be conducting a project for the United States Navy to dredge the entrance channel of Naval Submarine Base Kings Bay; and

WHEREAS, the U.S. Navy and State of Florida have agreed that all beach-quality sand recovered in the dredging project is to be placed on State of Florida beaches, including beaches within the City of Fernandina Beach; and

WHEREAS, the USACE requests twelve-month temporary work easements at the following publicly-owned beach area for construction access and equipment staging: near the intersection of near the intersection of Dolphin Street and South Fletcher Avenue; and

WHEREAS, the City of Fernandina Beach originally granted the USACE temporary easements to conduct beach renourishment work via Resolution 2022-74; and

WHEREAS, the City wishes to grant easements through May 2024.

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

SECTION 1. The City Commission hereby grants this temporary easement to USACE and directs the City Clerk and Interim City Manager to execute the temporary easement agreement with the USACE upon review and approval of the City Attorney, attached hereto as Exhibit 1.

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

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

TEMPORARY EASEMENT AGREEMENT
DOLPHIN STREET AND NORTH FLETCHER AVENUE

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 16th day of May, 2023, by and between the City of Fernandina Beach, Florida, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("Grantor"), and United States Army Corps of Engineers, a department of the U.S. Army, Jacksonville District whose address is 701 San Marco Boulevard, Jacksonville, FL 32207-8175 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Fernandina Beach, Florida ("Grantor's Property"), more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months and for the purpose of a temporary staging area to store equipment, erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area; and

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning November 2023 and for the purpose of a temporary staging area to store equipment, erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area and temporary access area for the use and benefit of the Grantee; and

WHEREAS, Grantor is willing and able to grant to Grantee such temporary easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of $10.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, the parties agree as follows:

AGREEMENT

1. Recitals; Exhibits. The above recitals and all Exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Temporary Easement. Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way ("Easement") in, over and across that certain real property situated in the City of Fernandina Beach, Nassau County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for a period not to exceed twelve (12) months, beginning with the date of possession of the land is granted to the United States, its representatives, agents, and contractors as a work area, for use by the United States, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Naval Submarine Base Kings Bay Entrance Channel Dredging Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Nassau County, Florida, more particularly described on Exhibit "A" on which Grantee intends to use as a staging area and access area.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a permanent Easement in, on, over and across the property, more particularly described on Exhibit "B" and will defend the same easement against the lawful claims of all persons whomsoever.

3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein.

5. Binding Effect. The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefitting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.

6. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. Restoration. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantee hereby agrees and understands that Grantee is required to restore the ground surface area of the Easement Area by replacing any pre-existing landscaping, fencing, concrete and/or asphalt to as near a preconstruction condition as is practicable in the reasonable judgment of the Grantee.

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

"GRANTOR"
City of Fernandina Beach, a Florida municipal corporation

ATTEST:

_____
Caroline Best, City Clerk

_____
Bradley M. Bean
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

_____
Tammi E. Bach, City Attorney

"GRANTEE"

United States Army Corps of Engineers

By: Timothy H. McQuillen

Print Name: Timothy H. McQuillen
Chief, Real Estate Division
Real Estate Contracting Officer

ATTEST:

BEALYER.HANSLER.AMOS.1230707436 Digitally signed by BEALYER.HANSLER.AMOS.1230707436 Date: 2023.05.04 13:37:05 -04'00'

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Parcel ID# 12-3N-29-0000-0003-0000
Parcel ID# 00-00-31-1100-000C-0010

The rights-of-way known as Dolphin Street at intersection of North Fletcher Avenue including North Fletcher Avenue including North Fletcher Avenue south of Dolphin Street, and Dolphin Street at the intersection of Ocean Avenue along with Block C, Lot 1, West Port Beach Casino Tract in Plat Book 2, Page 74, public records of Nassau County, Florida, and that certain parcel recorded in Deed Book 151, Page 51 (less Beach Casino Tract) Ex Parcels 3-1 & 3-2.

EXHIBIT "B"

SKETCH OF EASEMENT AREA
(SEE AREA MAP ATTACHED)

DOLPHIN & NORTH FLETCHER AVE.

EXHIBIT B



August 3, 2021

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2021



A. Michael Hickox, CFA
Cert. ~~Res.~~ RD1941

NASSAU COUNT
PROPERTY APPRAISER

PROPERTY INFORMATION

Parcel Number 00-00-31-1100-000C-0010

Owner Name	CITY OF FERNANDINA BEACH
Mailing Address	204 ASH STREET
	FERNANDINA BEACH, FL 32034
	TARPON & DOPH N ST
	FERNANDINA BEACH 32034
Tax District	FERNANDINA BEACH
Village	19 5052
Homestead	Yes
Property Usage	VAC GOVERN 008000
Deed Acres	0
Short Legal	BLOCK C LOT 1 W PORT BEACH CASINO TRACT PB2/74

2020 Final Values

Land Value	$476,067
(+) Improved Value	$0
(=) Market Value	$476,067
(-) Agricultural Classification	$0
(-) SOH or Non-HX Capped Savings	$0
(=) Assessed Value	$476,067
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$476,067
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	$0

Property Search
Map This Parcel
GIS Report
Property Record Card

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO

LOCATION MAP

DOLPHIN & NORTH FLETCHER AVE.

EXHIBIT B



August 3, 2021

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2021

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

May 2, 2023

Mr. Charles L. George
City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
Sent via email to cgeorge@fbfl.org

Dear Mr. George:

The U.S. Army Corps of Engineers (Corps) will be conducting a project on behalf of the Department of the Navy to dredge the entrance channel of Naval Submarine Base Kings Bay (NSB Kings Bay). As agreed between the Navy and the State of Florida in the Memorandum of Understanding Concerning Dredging of the St. Mary's Inlet Channel dated December 18, 1986, all beach-quality sand recovered from NSB Kings Bay dredging operations are to be placed on State of Florida beaches. Consequently, part of the dredge disposal plan involves placing sand on beaches within the City of Fernandina Beach, Florida, which positively augments the re-nourishment efforts for the Nassau County Shore Protection Project.

In order to conduct the disposal/re-nourishment aspect of the dredging project, the Corps is requesting that the City provide certain temporary real estate interests as described below:

a. A Temporary Work Area Easement for the access areas shown in pink in the enclosed map (Enclosure 1). The term of the easement should begin the date of easement execution and should expire no earlier than May 31, 2024.

b. A Temporary Work Area Easement for the staging areas shown in blue in the enclosed map (Enclosure 1). The term of the easement should begin the date of easement execution and should expire no earlier than May 31, 2024.

The language for the Temporary Work Area Easements is enclosed (Enclosure 2). Please provide the signed easements by May 31, 2023 via email to angela.f.huggins@usace.army.mil. For your convenience, also enclosed is the City Commission of the City of Fernandina Beach's Resolution 2022-74 (Enclosure 3) approving the temporary easements for last year's disposal/beach re-nourishment.

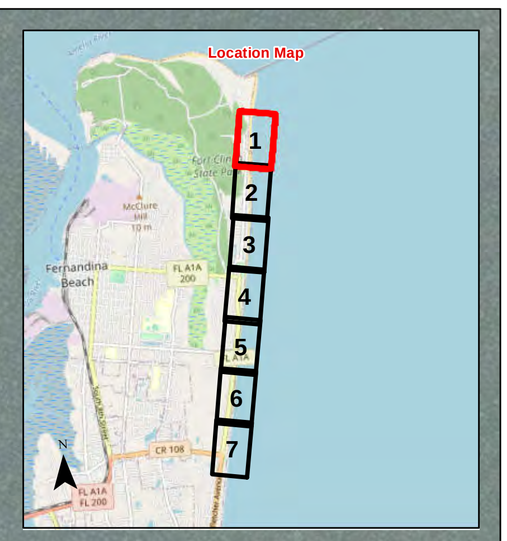
If you have any questions or require additional information, please contact Angela Huggins by email: angela.f.huggins@usace.army.mil or by telephone: 904-232-1939.

Sincerely,

Timothy H. McQuillen
Chief, Real Estate Division

Enclosures

cc: Agnes White via email: awhite@fbfl.org



R-012

R-013

R-014

Kimberly

Leslie

Irene

Fletcher

Elizabeth

Lisa

Susan

Lowenstine

ARRIBBA INC
00-00-31-1560-0009-0021

KAUFFMAN EARL S TRUSTEE
00-00-31-1560-0009-0022

MUSLEH L J &
00-00-31-1560-0009-0010

CITY OF FERNANDINA BEACH
00-00-31-1400-0003-0060

PARRISH LAURA
00-00-31-1400-0003-0050

ALBRIGHT JOHN
00-00-31-1400-0003-0040

FORD ALFRED B & SHARMILA B 00-00-31-1400-0003-0030

WEATHERS BEVERLY
00-00-31-1400-0003-0020

PARRISH LAURA A
00-00-31-1560-0008-0011

SMITH JAMES R & ELIZABETH E 00-00-31-1560-0008-0012

SMITH LIVING TRUST ET AL
00-00-31-1400-0004-0040

N

DRAFT

Legend

- Coastal Range Monuments
- ECL
- Approximate Vegetation Line
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- Temporary Work Area Easement (Staging)
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Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

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North Beach Placement Area
Nassau County, FL

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

1:1,130

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Feet

Document Name: KingsBay_BeachFill2023b
Sheet: 1 of 7

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Location Map- ESRI OpenStreetMap

Document Path:D:\Z_offline_work_data\KingsBay\2023\Mxds\KingsBay_BeachFill2023b.mxd

PARRISH LAURA A
00-00-31-1560-0008-0011

WEATHERS BEVERLY
00-00-31-1400-0003-0020

SMITH JAMES R & ELIZABETH E 00-00-31-1560-0008-0012

Lisa

Cooper

SMITH LIVING TRUST ET AL
00-00-31-1400-0004-0040

SMITH LIVING TRUST ET AL
00-00-31-1400-0004-0030

PORTER ALLEN B & GLORIA R
00-00-31-1400-0004-0020

R-015

TROTTI GIROLAMO J & LISA W 00-00-31-1560-0007-0010

LANGLEY SHIRLEY
00-00-31-1400-0005-0070

1340 LLC
00-00-31-1400-0005-0060

BOAZ STEVEN A & PAMELA R
00-00-31-1400-0005-0051

WIRSING KENT MCD & BONNIE B 00-00-31-1400-0005-0050

BENNETT LAWRENCE R & CAROLYN J 00-00-31-1400-0005-0041

LEISY WILLIAM D & LYNN M
00-00-31-1400-0005-0042

DIAZ DANIEL J &
00-00-31-1400-0005-0030

DADD TISHA
00-00-31-1560-0006-0010

10th

CITY OF FERNANDINA BEACH
00-00-31-126A-0018-0010

TIITF/LEASED TO CITY OF
00-00-31-126A-0015-0020

CITY OF FERNANDINA BEACH
00-00-31-126A-0014-0000

R-016

9th

NASSAU COUNTY
00-00-31-126A-0013-0000

TILIAKOS LOUIE M
00-00-31-126A-0012-0000

FERREIRA FAMILY REAL ESTATE
00-00-31-126A-0011-0000

NASSAU COUNTY
00-00-31-126A-0010-0000

WILCOX ROBERT E JR
00-00-31-126A-0009-0000

BANCO FORECLOSURES SALE LLC
00-00-31-126A-0008-0000

Mary

Fletcher

BARRON WILLIAM (EST)
00-00-31-126A-0006-0000

NASSAU COUNTY
00-00-31-126A-0007-0010

8th

GOODMAN SHAUN
00-00-31-126A-0005-0000

COOPER L J JR ESTATE
00-00-31-126A-0002-0020

PEACOCK RONALD L & CLADDIE W 00-00-31-126A-0004-0000

GOODMAN SHAUN
00-00-31-126A-0002-0010

SAPP FLORENCE SAPP &
00-00-31-126A-0003-0000

7th

HURST JULIA S MRS
00-00-31-126A-0001-0000

NASSAU COUNTY
00-00-31-134A-0063-0000

HARDESTY JIM & AMBER
00-00-31-134A-0062-0000

R-017

Ocean

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0056-0000

CITY OF FERNANDINA BEACH
00-00-31-134A-0058-0000

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0056-0000

GRAY JOSEPH F
00-00-31-134A-0055-0000

6th

Tarpon

6th

WEST GREGORY
00-00-31-134A-0054-0000

NASSAU COUNTY
00-00-31-134A-0053-0000

Mary

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0049-0000

KALOF MORRIS EST
00-00-31-134A-0047-0000

BRESNAHAN JOHN MRS
00-00-31-134A-0046-0000

Location Map

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7

Fernandina Beach
McClure Mtn 10 m
FL A1A 200
CR 108
FL A1A FL 200
N

N

DRAFT

Legend

- Coastal Range Monuments
- ECL
- Approximate Vegetation Line
- Temporary Work Area Easement (Access)
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- Sovereign Submerged Lands Authorization (Beach Fill)
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Jacksonville District, Corps of Engineers

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Nassau County, FL

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Reviewer: Draft
Map Date: 3/10/2022

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0 40 80 120
Feet

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Location Map
1
2
3
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6
7
Fernandina Beach
McClure
Fort Clinch State Park
FL A1A
200
CR 108
N
Mary
5th
4th
Sea Island
3rd
2nd
1st
Tarpon
Fletcher
Ocean
Dolphin
Trout
R-018
R-019
R-020
R-021
BANCO FORECLOSURES SALE LLC
00-00-31-134A-0049-0000
KALOF MORRIS EST
00-00-31-134A-0047-0000
BRESNAHAN JOHN MRS
00-00-31-134A-0046-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0045-0000
GOODMAN SHAUN
00-00-31-134A-0044-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0043-0000
MCCALL HARRY
00-00-31-134A-0042-0000
WATKINS ADRIENNE P & JACK M JR
00-00-31-134A-0041-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0040-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0039-0000
NASSAU COUNTY BOCC
00-00-31-134A-0038-0000
LUDWIG BERNARD & SUSAN K
00-00-31-134A-0037-0000
NASSAU COUNTY
00-00-31-134A-0036-0000
NASSAU COUNTY
00-00-31-134A-0035-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0034-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0033-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0032-0000
BOYKIN ALBERT
00-00-31-134A-0031-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0030-0000
GIBSON J D
00-00-31-134A-0029-0000
HALL MILES & COLETTE
00-00-31-134A-0028-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0027-0000
NASSAU COUNTY
00-00-31-134A-0025-0000
NASSAU COUNTY
00-00-31-134A-0024-0000
NASSAU COUNTY
00-00-31-134A-0022-0000
GEHLHARDT JUANITA WALDEN
00-00-31-134A-0021-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0020-0000
BOISSIER INVESTOR LLC
00-00-31-134A-0019-0000
BANCO FORECLOSURES SALE LLC
00-00-31-134A-0018-0000
BROOKER BROWNE INC
00-00-31-134A-0017-0000
SINTES HELEN O
00-00-31-134A-0016-0000
LOTT DONALD & ELAINE
00-00-31-134A-0014-0010
BOYKIN ALBERT
00-00-31-134A-0013-0010
BANCO FORECLOSURES SALE LLC
00-00-31-134A-0012-0000
NASSAU COUNTY
00-00-31-134A-0011-0000
NASSAU COUNTY
00-00-31-134A-0010-0000
NASSAU COUNTY
00-00-31-134A-0006-0000
HOPKINS J T EST
00-00-31-134A-0009-0000
BENNETT H K & L V & O L
00-00-31-134A-0008-0000
NASSAU COUNTY BOCC
00-00-31-134A-0005-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0003-0000
LINDSEY WILLIAM & JAMES T & 00-00-31-134A-0001-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0002-0000
CITY OF FERNANDINA BEACH
12-3N-29-0000-0003-0000
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DRAFT
Legend
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ECL
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Feet
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Fernandina Beach
FL A1A
200
CR 108
N
CITY OF FERNANDINA BEACH
12-3N-29-0000-0003-0000
Trout
Tarpon
Tarpon
Fletcher
200 SR
Atlantic
R-022
Nassaua
Gregor Mcgregor
Countess Of Egmont
Amelia
A1a SR
R-023
Ohio
Georgia
R-024
Laguna
Atlantic View
Alabama
N
DRAFT
Legend
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Location Map
1
2
3
4
5
6
7
Fernandina Beach
FL A1A 200
CR 108
FL A1A FL 200
N
Alabama
New York
Laguna
Atlantic View
R-025
Maryland
Ocean Mist
Ocean Overlook
A1a SR
R-026
Ocean Sound
Jasmine
Louisana
Oceanwalk
Oceanview
R-027
Island Plantation
Wisconsin
Magnolia Woods
Kentucky
1st
N
DRAFT
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Kentucky

Colorado

R-028

Jefferson

R-029

A1a SR

1st

Jefferson

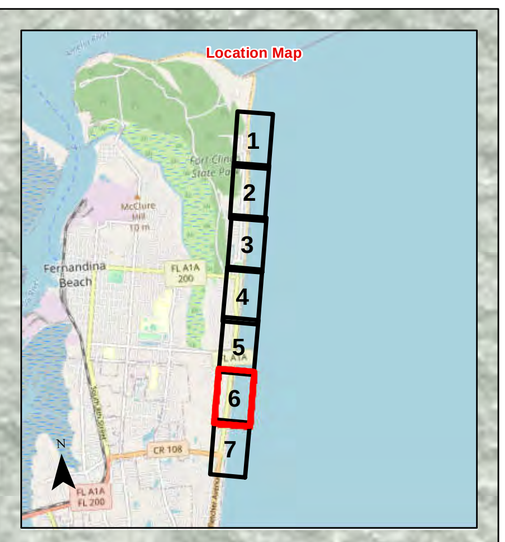
R-030

Madison

1st

Racheal

Cleveland



N

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Jacksonville District, Corps of Engineers

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Racheal

Cleveland

R-031

Roosevelt

R-032

1st

A1a SR

108 SR

Beaugnet

R-033

A

B

C



N

DRAFT

Legend

- Coastal Range Monuments
- ECL
- Approximate Vegetation Line
- Temporary Work Area Easement (Access)
- Temporary Work Area Easement (Staging)
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Jacksonville District, Corps of Engineers

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Document Path:D:\Z_offline_work_data\KingsBay\2023\Mxds\KingsBay_BeachFill2023b.mxd

RESOLUTION 2022-74

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING TEMPORARY EASEMENT AGREEMENTS BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED STATES ARMY CORPS OF ENGINEERS FOR BEACH RENOURISHMENT STAGING AND MOBILIZATION; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the U.S. Army Corps of Engineers (USACE) will be conducting a project for the United States Navy to dredge the entrance channel of Naval Submarine Base Kings Bay; and

WHEREAS, the U.S. Navy and State of Florida have agreed that all beach-quality sand recovered in the dredging project is to be placed on State of Florida beaches, including beaches within the City of Fernandina Beach; and

WHEREAS, the USACE requests twelve-month temporary work easements at the following publicly owned beach areas for construction access and equipment staging: near the intersection of Dolphin Street and Ocean Avenue; near the intersection of Dolphin Street and South Fletcher Avenue; and the City owned right of way near the end of Sadler Road/Seaside Park; and

WHEREAS, the City of Fernandina Beach wishes to grant the USACE temporary easements to conduct beach renourishment work.

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

SECTION 1. The City Commission hereby grants these temporary easements to USACE and directs the City Clerk and City Manager to execute temporary easement agreements with the USACE upon review and approval of the City Attorney, attached hereto as Exhibit "1" and Exhibit "2".

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

ADOPTED this 3rd day of May, 2022.

CITY OF FERNANDINA BEACH

_____
MICHAEL A. LEDNOVICH
Commissioner – Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
TAMMI E. BACH
City Attorney

TEMPORARY EASEMENT AGREEMENT
DOLPHIN STREET AND NORTH FLETCHER AVENUE

THIS TEMPORARY EASEMENT AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2022, by and between the City of Fernandina Beach, Florida, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("Grantor"), and United States Army Corps of Engineers, a department of the U.S. Army, Jacksonville District whose address is 701 San Marco Boulevard, Jacksonville, FL 32207-8175 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Fernandina Beach, Florida ("Grantor's Property"), more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning in November 2022 and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area; and temporary access area.

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning in November 2022 and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area and temporary access area for the use and benefit of the Grantee; and

WHEREAS, Grantor is willing and able to grant to Grantee such temporary easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of $10.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, the parties agree as follows:

AGREEMENT

1. Recitals: Exhibits. The above recitals and all Exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Temporary Easement. Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way ("Easement") in, over and across that certain real property situated in the City of Fernandina Beach, Nassau County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for a period not to exceed twelve (12) months, beginning with the date possession of the land

is granted to the United States, its representatives, agents, and contractors as a work area, including the right to (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Kings Bay Entrance Channel O&M Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Nassau County, Florida, more particularly described on Exhibit "A" on which Grantee intends to use as a staging area and access area.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a temporary Easement in, on, over and across the property, more particularly described on Exhibit "B" and will defend the same easement against the lawful claims of all persons whomsoever.

3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein.

5. Binding Effect. The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefitting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.

6. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

8. Restoration. In the event of construction, maintenance or repair in the Easement Area by Grantee, Grantee hereby agrees and understands that Grantee is required to restore the ground surface area of the Easement Area by replacing any pre-existing landscaping, fencing, concrete and/or asphalt to as near a preconstruction condition as is practicable in the reasonable judgment of the Grantee.

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

"GRANTOR"
City of Fernandina Beach, a Florida municipal corporation

ATTEST:

Caroline Best
Caroline Best, City Clerk

MICHAEL A. LEDNOVICH
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

"GRANTEE"

United States Army Corps of Engineers

By: Timothy H. McQuillen

Print Name: Timothy H. McQuillen
Chief, Real Estate Division
Jacksonville District
Real Estate Contracting Officer

ATTEST:

BEALYER.HANSLER.AMOS.1230707436 Digitally signed by BEALYER.HANSLER.AMOS.1230707436 Date: 2022.04.22 12:43:21 -04'00'

FREEMAN.EMMANUEL.JOSEPH.1068891813 Digitally signed by FREEMAN.EMMANUEL.JOSEPH.1068891813 Date: 2022.04.22 14:46:51 -04'00'

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Parcel ID# 12-3N-29-0000-0003-0000
Parcel ID# 00-00-31-1100-000C-0010

The rights-of-way known as Dolphin Street at intersection of North Fletcher Avenue including North Fletcher Avenue south of Dolphin Street, and Dolphin Street at intersection of Ocean Avenue along with Block C, Lot 1, West Port Beach Casino Tract in Plat Book 2, Page 74, public records of Nassau County, Florida and that certain parcel recorded in Deed Book 151, Page 51 (less Beach Casino Tract) Ex Parcels 3-1 & 3-2.

EXHIBIT "B"

SKETCH OF EASEMENT AREA

SEE AREA MAP ATTACHED

DOLPHIN & NORTH FLETCHER AVE.

EXHIBIT B



August 3, 2021

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2021



A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNT
PROPERTY APPRAISER

PROPERTY INFORMATION

Parcel Number 00-00-31-1100-000C-0010

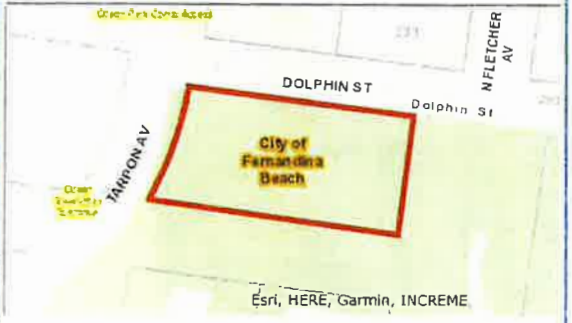
Owner Name	CITY OF FERNANDINA BEACH
Mailing Address	204 ASH STREET
	FERNANDINA BEACH, FL 32034
	TARPON & DOPH N ST
	FERNANDINA BEACH 32034
Tax District	FERNANDINA BEACH
Village	19 5052
Homestead	Yes
Property Usage	VAC GOVERN 008000
Deed Acres	0
Short Legal	BLOCK C LOT 1 W PORT BEACH CASINO TRACT PB2/74

2020 Final Values

Land Value	$476,067
Improved Value	$0
(=) Market Value	$476,067
(-) Agricultural Classification	$0
(-) SOH or Non-Hx Capped Savings	$0
(=) Assessed Value	$476,067
Homestead	$0
Additional Exemptions	$0
(=) School Taxable Value	$476,067
Non-School Hx & Other Exempt Value	$0
(=) County Taxable Value	$0

Property Search
Map This Parcel
GIS Report
Property Record Card

PARCEL MAP



2019 AERIAL MAP



PROPERTY PHOTO

LOCATION MAP

DOLPHIN & NORTH FLETCHER AVE.

EXHIBIT B



August 3, 2021

1:2,257

0 0.0175 0.035 0.07 mi

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2021

TEMPORARY EASEMENT AGREEMENT OF THE CITY OWNED RIGHT OF WAY AT THE END OF SADLER ROAD/SEASIDE PARK

THIS TEMPORARY EASEMENT AGREEMENT ("Agreement") is made and entered into this 3rd day of May, 2022, by and between the City of Fernandina Beach, Florida, a municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 ("Grantor"), and United States Army Corps of Engineers, a department of the U.S. Army, Jacksonville District whose address is 701 San Marco Boulevard, Jacksonville, FL 32207-8175 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of certain real property situated within the municipal limits of the City of Fernandina Beach, Florida ("Grantor's Property"), more particularly described in Exhibit "A", and

WHEREAS, the Grantee desires an unrestricted temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning in November 2022 and for the purpose of a temporary staging area to store equipment, , erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area; and temporary access area.

WHEREAS, the Grantor is willing to grant to Grantee an unrestricted, temporary easement and right-of-way in, over and across Grantor's property for a period of 12 months beginning in November 2022 and for the purpose of a temporary staging area to store equipment, erect and remove temporary structures, and trim, cut and remove obstructions such as vegetation and structures within the easement area and temporary access area for the use and benefit of the Grantee; and

WHEREAS, Grantor is willing and able to grant to Grantee such temporary easement and appurtenant rights as are hereinafter set forth; and

WHEREAS, Grantee desires to accept said easement rights, and is willing to perform the affirmative covenants hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of $10.00 the affirmative covenants assumed by Grantee herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Grantor, and the affirmative covenants assumed by Grantee herein, the parties agree as follows:

AGREEMENT

1. Recitals; Exhibits. The above recitals and all Exhibits attached to this Agreement are true and correct and are incorporated herein by this reference.

2. Temporary Easement. Grantor hereby grants to Grantee, its successors and assigns, a temporary, non-exclusive easement and right-of-way ("Easement") in, over and across that certain

real property situated in the City of Fernandina Beach, Nassau County, Florida, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Easement Area") for a period not to exceed twelve (12) months, beginning with the date possession of the land is granted to the United States, its representatives, agents, and contractors as a work area, including the right to (move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Kings Bay Entrance Channel O&M Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

3. Grantor's Representations and Warranties. Grantor hereby represents and warrants to Grantee as follows:

3.1 Ownership. Grantor is the owner in fee simple of the certain parcel of real estate situated in Nassau County, Florida, more particularly described on Exhibit "A" on which Grantee intends to use as a staging area and access area.

3.2 Right to Convey Easement. Grantor warrants and represents that Grantor has the right to convey a temporary Easement in, on, over and across the property, more particularly described on Exhibit "B" and will defend the same easement against the lawful claims of all persons whomsoever.

3.3. Authority. Grantor does hereby fully warrant and represent that the party signing the Agreement on behalf of Grantor has the authority to bind Grantor to the Agreement.

4. Use of Easement Area. Notwithstanding the foregoing grants of easements, Grantor retains the right to use the Easement Area for any lawful purpose other than for a permanent building, structure, foundation, or other use inconsistent with the grants made herein.

5. Binding Effect. The foregoing grants of easements and rights appurtenant thereto, shall be and constitute covenants running with the land, benefitting the public at large and burdening the Easement Area, and shall be binding upon the heirs, successors, and assigns of the parties.

6. Entire Agreement. This Agreement embodies and constitutes the entire understanding between the parties with respect to the matters set forth in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

7. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

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

"GRANTOR"
City of Fernandina Beach, a Florida municipal corporation

ATTEST:

Caroline Best
Caroline Best, City Clerk

MICHAEL A. LEDNOVICH
Mayor-Commissioner

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

"GRANTEE"

United States Army Corps of Engineers

By: Timothy H. McQuillen

Print Name: Timothy H. McQuillen
Chief, Real Estate Division
Jacksonville District
Real Estate Contracting Officer

ATTEST:

BEALYER.HANSLER.AMOS.1230707436 Digitally signed by BEALYER.HANSLER.AMOS.1230707436 Date: 2022.04.22 12:44:44 -04'00'

FREEMAN.EMMANUEL.JOSEPH.1068891813 Digitally signed by FREEMAN.EMMANUEL.JOSEPH.1068891813 Date: 2022.04.22 14:45:16 -04'00'

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

The 80 foot right-of-way named "Ocean Street" as part of "Section one of Hamby's Addition to Fernandina Beach," Plat Book 2 Page 32.

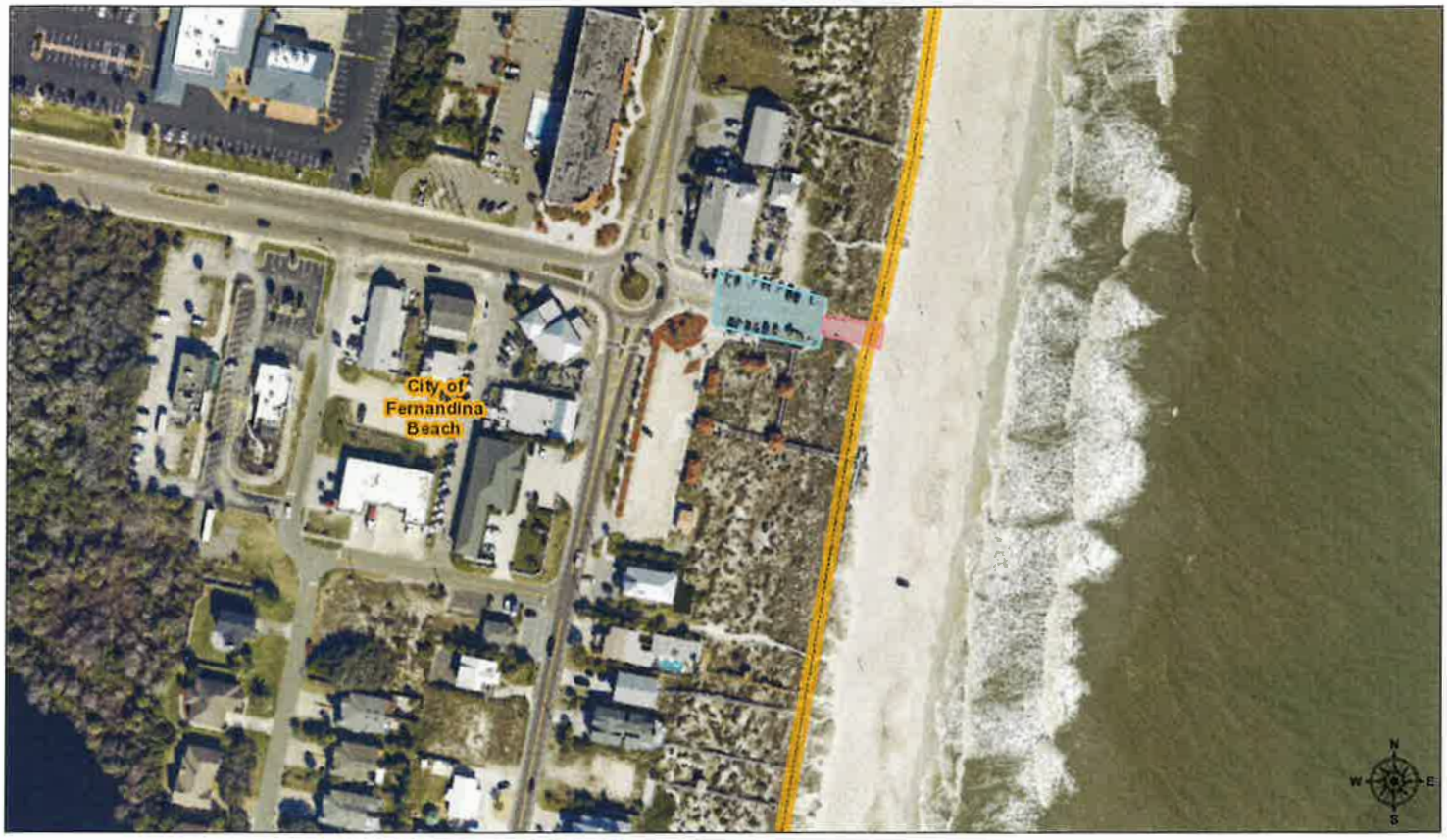
EXHIBIT "B"

SKETCH OF EASEMENT AREA

SEE AREA MAP ATTACHED

SADLER ROAD - SEASIDE PARK

EXHIBIT B



August 3, 2021

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2021

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
701 SAN MARCO BOULEVARD
JACKSONVILLE, FLORIDA 32207-8175

April 14, 2022

Mr. Dale L. Martin, City Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
Sent via email to dmartin@fbfl.org

Dear Mr. Martin:

The U.S. Army Corps of Engineers (Corps) will be conducting a project on behalf of the Department of the Navy to dredge the entrance channel of Naval Submarine Base Kings Bay (NSB Kings Bay). As agreed between the Navy and the State of Florida in the Memorandum of Understanding Concerning Dredging of the St. Mary's Inlet Channel dated December 18, 1986, all beach-quality sand recovered from NSB Kings Bay dredging operations are to be placed on State of Florida beaches. Consequently, part of the dredge disposal plan involves placing sand on beaches within the City of Fernandina Beach, Florida, which positively augments the re-nourishment efforts for the Nassau County Shore Protection Project.

In order to conduct the disposal/re-nourishment aspect of the dredging project, the Corps is requesting that the City provide certain temporary real estate interests as described below:

a. A Temporary Work Area Easement for the access areas shown in pink in the enclosed map (Enclosure 1). The term of the easement should begin the date of easement execution and should expire no earlier than May 1, 2023.

b. A Temporary Work Area Easement for the staging areas shown in blue in the enclosed map (Enclosure 1). The term of the easement should begin the date of easement execution and should expire no earlier than May 1, 2023.

The language for the Temporary Work Area Easements is enclosed (Enclosure 2). Please provide the signed easements by May 27, 2022 via email to angela.f.huggins@usace.army.mil. For your convenience, also enclosed is the City Commission of the City of Fernandina Beach's Resolution 2021-98 (Enclosure 3) approving the temporary easements for last year's disposal/beach re-nourishment.

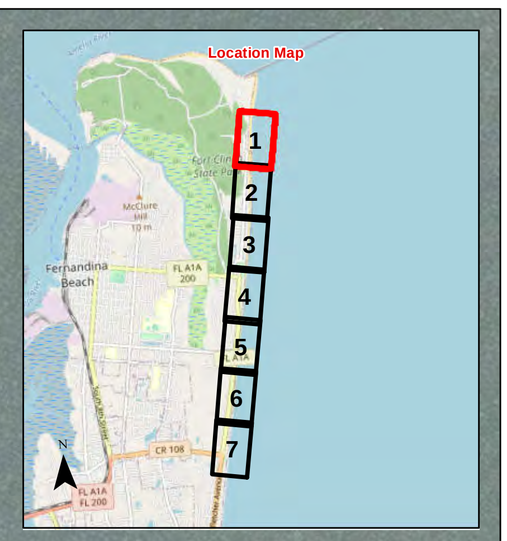
If you have any questions or require additional information, please contact Angela Huggins by email: angela.f.huggins@usace.army.mil or by telephone: 904-232-1939.

Sincerely,

Timothy H. McQuillen

Timothy H. McQuillen
Chief, Real Estate Division

Enclosures



R-012

R-013

R-014

Kimberly

Leslie

Irene

Fletcher

Elizabeth

Lisa

Susan

Lowenstine

ARRIBBA INC
00-00-31-1560-0009-0021

KAUFFMAN EARL S TRUSTEE
00-00-31-1560-0009-0022

MUSLEH L J &
00-00-31-1560-0009-0010

CITY OF FERNANDINA BEACH
00-00-31-1400-0003-0060

PARRISH LAURA
00-00-31-1400-0003-0050

ALBRIGHT JOHN
00-00-31-1400-0003-0040

FORD ALFRED B & SHARMILA B 00-00-31-1400-0003-0030

WEATHERS BEVERLY
00-00-31-1400-0003-0020

PARRISH LAURA A
00-00-31-1560-0008-0011

SMITH JAMES R & ELIZABETH E 00-00-31-1560-0008-0012

SMITH LIVING TRUST ET AL
00-00-31-1400-0004-0040

N

DRAFT

Legend

- Coastal Range Monuments
- ECL
- Approximate Vegetation Line
- Temporary Work Area Easement (Access)
- Temporary Work Area Easement (Staging)
- Sovereign Submerged Lands Authorization (Beach Fill)
- FDOR Parcels 2021

Data Note 1:
This is a sketch of legal descriptions. For reference purposes only.
This is not a boundary survey.

Data Note 2:
The MHW line is approximately 2.4 ft NAVD88 (not shown on this map) while the landward edge of beach fill is at 8.6 ft NAVD88 (fill area is shown). Therefore, the MHW line is seaward of the approximate vegetation line since the landward edge of fill is seaward of the approximate vegetation line, and the MHW line is seaward of the landward edge of fill.

Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

1:1,130

0 40 80 120
Feet

Document Name: KingsBay_BeachFill2023b
Sheet: 1 of 7

Document Size 24 by 36

IMAGERY:
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap

Document Path:D:\Z_offline_work_data\KingsBay\2023\Mxds\KingsBay_BeachFill2023b.mxd

PARRISH LAURA A
00-00-31-1560-0008-0011

WEATHERS BEVERLY
00-00-31-1400-0003-0020

SMITH JAMES R & ELIZABETH E 00-00-31-1560-0008-0012

Lisa

Cooper

SMITH LIVING TRUST ET AL
00-00-31-1400-0004-0040

SMITH LIVING TRUST ET AL
00-00-31-1400-0004-0030

PORTER ALLEN B & GLORIA R
00-00-31-1400-0004-0020

R-015

TROTTI GIROLAMO J & LISA W 00-00-31-1560-0007-0010

LANGLEY SHIRLEY
00-00-31-1400-0005-0070

1340 LLC
00-00-31-1400-0005-0060

BOAZ STEVEN A & PAMELA R
00-00-31-1400-0005-0051

WIRSING KENT MCD & BONNIE B 00-00-31-1400-0005-0050

BENNETT LAWRENCE R & CAROLYN J 00-00-31-1400-0005-0041

LEISY WILLIAM D & LYNN M
00-00-31-1400-0005-0042

DIAZ DANIEL J &
00-00-31-1400-0005-0030

DADD TISHA
00-00-31-1560-0006-0010

10th

CITY OF FERNANDINA BEACH
00-00-31-126A-0018-0010

TIITF/LEASED TO CITY OF
00-00-31-126A-0015-0020

CITY OF FERNANDINA BEACH
00-00-31-126A-0014-0000

R-016

9th

NASSAU COUNTY
00-00-31-126A-0013-0000

TILIAKOS LOUIE M
00-00-31-126A-0012-0000

FERREIRA FAMILY REAL ESTATE
00-00-31-126A-0011-0000

NASSAU COUNTY
00-00-31-126A-0010-0000

WILCOX ROBERT E JR
00-00-31-126A-0009-0000

BANCO FORECLOSURES SALE LLC
00-00-31-126A-0008-0000

Mary

Fletcher

BARRON WILLIAM (EST)
00-00-31-126A-0006-0000

NASSAU COUNTY
00-00-31-126A-0007-0010

8th

GOODMAN SHAUN
00-00-31-126A-0005-0000

COOPER L J JR ESTATE
00-00-31-126A-0002-0020

PEACOCK RONALD L & CLADDIE W 00-00-31-126A-0004-0000

GOODMAN SHAUN
00-00-31-126A-0002-0010

SAPP FLORENCE SAPP &
00-00-31-126A-0003-0000

7th

HURST JULIA S MRS
00-00-31-126A-0001-0000

NASSAU COUNTY
00-00-31-134A-0063-0000

HARDESTY JIM & AMBER
00-00-31-134A-0062-0000

R-017

Ocean

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0056-0000

CITY OF FERNANDINA BEACH
00-00-31-134A-0058-0000

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0056-0000

GRAY JOSEPH F
00-00-31-134A-0055-0000

6th

Tarpon

6th

WEST GREGORY
00-00-31-134A-0054-0000

NASSAU COUNTY
00-00-31-134A-0053-0000

Mary

BANCO FORECLOSURES SALE LLC
00-00-31-134A-0049-0000

KALOF MORRIS EST
00-00-31-134A-0047-0000

BRESNAHAN JOHN MRS
00-00-31-134A-0046-0000

Location Map

1
2
3
4
5
6
7

Fernandina Beach
McClure Mtn 10 m
FL A1A 200
CR 108
FL A1A FL 200
N

N

DRAFT

Legend

- Coastal Range Monuments
- ECL
- Approximate Vegetation Line
- Temporary Work Area Easement (Access)
- Temporary Work Area Easement (Staging)
- Sovereign Submerged Lands Authorization (Beach Fill)
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Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers

REAL ESTATE

Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL

Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022

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IMAGERY:
Main Frame- ESRI World Imagery
Location Map- ESRI OpenStreetMap

Document Path:D:\Z_offline_work_data\KingsBay\2023\Mxds\KingsBay_BeachFill2023b.mxd


Location Map
1
2
3
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7
Fernandina Beach
McClure
Fort Clinch State Park
FL A1A
200
CR 108
N
Mary
5th
4th
Sea Island
3rd
2nd
1st
Tarpon
Fletcher
Ocean
Dolphin
Trout
R-018
R-019
R-020
R-021
BANCO FORECLOSURES SALE LLC
00-00-31-134A-0049-0000
KALOF MORRIS EST
00-00-31-134A-0047-0000
BRESNAHAN JOHN MRS
00-00-31-134A-0046-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0045-0000
GOODMAN SHAUN
00-00-31-134A-0044-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0043-0000
MCCALL HARRY
00-00-31-134A-0042-0000
WATKINS ADRIENNE P & JACK M JR
00-00-31-134A-0041-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0040-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0039-0000
NASSAU COUNTY BOCC
00-00-31-134A-0038-0000
LUDWIG BERNARD & SUSAN K
00-00-31-134A-0037-0000
NASSAU COUNTY
00-00-31-134A-0036-0000
NASSAU COUNTY
00-00-31-134A-0035-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0034-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0033-0000
LINDSEY WILLIAM C & JAMES T & 00-00-31-134A-0032-0000
BOYKIN ALBERT
00-00-31-134A-0031-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0030-0000
GIBSON J D
00-00-31-134A-0029-0000
HALL MILES & COLETTE
00-00-31-134A-0028-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0027-0000
NASSAU COUNTY
00-00-31-134A-0025-0000
NASSAU COUNTY
00-00-31-134A-0024-0000
NASSAU COUNTY
00-00-31-134A-0022-0000
GEHLHARDT JUANITA WALDEN
00-00-31-134A-0021-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0020-0000
BOISSIER INVESTOR LLC
00-00-31-134A-0019-0000
BANCO FORECLOSURES SALE LLC
00-00-31-134A-0018-0000
BROOKER BROWNE INC
00-00-31-134A-0017-0000
SINTES HELEN O
00-00-31-134A-0016-0000
LOTT DONALD & ELAINE
00-00-31-134A-0014-0010
BOYKIN ALBERT
00-00-31-134A-0013-0010
BANCO FORECLOSURES SALE LLC
00-00-31-134A-0012-0000
NASSAU COUNTY
00-00-31-134A-0011-0000
NASSAU COUNTY
00-00-31-134A-0010-0000
NASSAU COUNTY
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HOPKINS J T EST
00-00-31-134A-0009-0000
BENNETT H K & L V & O L
00-00-31-134A-0008-0000
NASSAU COUNTY BOCC
00-00-31-134A-0005-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0003-0000
LINDSEY WILLIAM & JAMES T & 00-00-31-134A-0001-0000
CAPLES DAVID J & SUSAN L
00-00-31-134A-0002-0000
CITY OF FERNANDINA BEACH
12-3N-29-0000-0003-0000
N
DRAFT
Legend
Coastal Range Monuments
ECL
Approximate Vegetation Line
Temporary Work Area Easement (Access)
Temporary Work Area Easement (Staging)
Sovereign Submerged Lands Authorization (Beach Fill)
FDOR Parcels 2021
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Department of the Army South Atlantic Division
Jacksonville District, Corps of Engineers
REAL ESTATE
Kings Bay EC O&M FY2023
North Beach Placement Area
Nassau County, FL
Mapper: B. Price
Reviewer: Draft
Map Date: 3/10/2022
1:1,130
0 40 80 120
Feet
Document Name: KingsBay_BeachFill2023b
Sheet: 3 of 7
Document Size 24 by 36
IMAGERY:
Main Frame- ESRI World Imagery
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Location Map
1
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7
Fernandina Beach
FL A1A
200
CR 108
N
CITY OF FERNANDINA BEACH
12-3N-29-0000-0003-0000
Trout
Tarpon
Tarpon
Fletcher
200 SR
Atlantic
R-022
Nassaua
Gregor Mcgregor
Countess Of Egmont
Amelia
A1a SR
R-023
Ohio
Georgia
R-024
Laguna
Atlantic View
Alabama
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Location Map
1
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Fernandina Beach
FL A1A 200
CR 108
FL A1A FL 200
N
Alabama
New York
Laguna
Atlantic View
R-025
Maryland
Ocean Mist
Ocean Overlook
A1a SR
R-026
Ocean Sound
Jasmine
Louisana
Oceanwalk
Oceanview
R-027
Island Plantation
Wisconsin
Magnolia Woods
Kentucky
1st
N
DRAFT
Legend
Coastal Range Monuments
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Kentucky

Colorado

R-028

Jefferson

R-029

A1a SR

1st

Jefferson

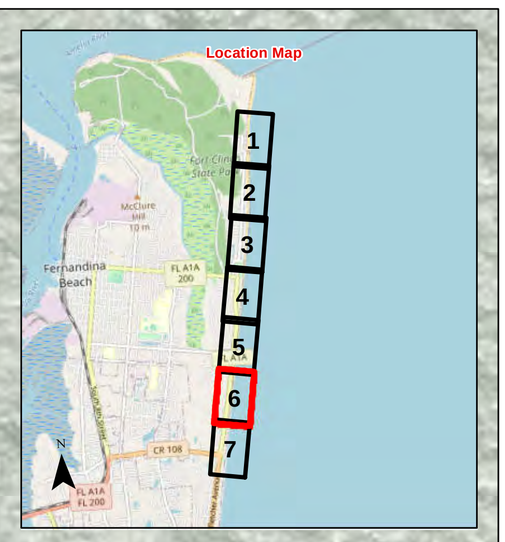
R-030

Madison

1st

Racheal

Cleveland



N

DRAFT

Legend

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- ECL
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Jacksonville District, Corps of Engineers

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Nassau County, FL

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Racheal

Cleveland

R-031

Roosevelt

R-032

1st

A1a SR

108 SR

Beaugnet

R-033

A

B

C



N

DRAFT

Legend

- Coastal Range Monuments
- ECL
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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-77
(Quasi-judicial) Preliminary Plat/Replat Approval - "Third and Beech"

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-77.

SYNOPSIS: The applicants, Compass Group/Gillette and Associates Inc, Agent for owners, Anthoney J. Tringali Rev. Trust/Josephine Tringali request approval of a preliminary plat/replat for a 12-lot townhome residential subdivision. The Planning Advisory Board (PAB) held a public hearing on December 14, 2022, and issued a recommendation of denial and recommended the application to be heard by the Board of Adjustment (BOA). The Planning Advisory Board (PAB) reconsidered the application at a public hearing held on April 12, 2023, and upheld its original recommendations.

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

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-77.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	4/24/2023
Agnes White, Administrative Services Manager	5/1/2023
Pauline Testagrose, Comptroller	5/2/2023
Charles George, Interim City Manager	5/3/2023
Tammi E. Bach, City Attorney	5/5/2023



Submitted By: Daphne Forehand, Planner I

Date: April 18, 2023

COMMISSION ACTION: Adopt

RESOLUTION 2023-77

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PRELIMINARY PLAT/REPLAT FOR A SUBDIVISION CALLED "THIRD AND BEECH" TO CREATE A TWELVE (12) LOT TOWNHOME SUBDIVISION; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Compass Group Inc. and Gillette and Associates Inc., applied to the City Commission of the City of Fernandina Beach, Florida, for approval of a preliminary plat/replat titled "Third and Beech"; and

WHEREAS, the Beech and Third townhome subdivision, includes reconfiguration of twenty (20) platted lots contained in Block 12 of the 1857 Plat of Fernandina to create of twelve (12) lots; and

WHEREAS, the Technical Review Committee reviewed the preliminary plat for compliance under SPR 2022-0022, and the application is pending issuance of a local development order; and

WHEREAS, staff reviewed the applicant's preliminary plat/replat and found it compliant with the City's 2030 Comprehensive Plan and Land Development Code issuing a recommendation of approval; and

WHEREAS, on December 14, 2022, the Planning Advisory Board reviewed the preliminary plat/ replat and recommended denial, further commenting that the applicant should apply for a variance through the Board of Adjustment to restore the original twenty (20) lots platted lots of record from the 1857 plat; and

WHEREAS, on April 12, 2023, the Planning Advisory Board reaffirmed their December 14, 2022, recommendation.

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

SECTION 1. The City Commission hereby accepts and approves the preliminary plat titled "Beech and Third", attached hereto as Exhibit A.

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

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

Resolution 2023-77
Exhibit "A"

THIRD AND BEECH

A REPLAT OF LOTS 5 THROUGH 24, BLOCK 12, CITY OF FERNANDINA BEACH, NASSAU COUNTY FLORIDA

OFFICIAL RECORDS BOOK_____ PAGE_____

CAPTION:
LOTS 5 THROUGH 24, BLOCK 12, FERNANDINA BEACH, FLORIDA AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

COUNTY TAX COLLECTOR CERTIFICATE

TAX IDENTIFICATION NUMBER:
00-00-31-1800-0012-0100
00-00-31-1800-0012-0150
00-00-31-1800-0012-0050
00-00-31-1800-0012-0190
00-00-31-1800-0012-0210

I, THE UNDERSIGNED, DO HEREBY AFFIRM THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THERE ARE NO UNPAID REAL PROPERTY TAXES APPLICABLE TO THE LANDS SUBJECT TO THIS PLAT:

SIGNED THIS _____ DAY OF _____, A.D. 2022.

_____
TAX COLLECTOR
NASSAU COUNTY, FLORIDA

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH CHAPTER 177.061, FLORIDA STATUTES, AND IS FILED FOR RECORD IN OFFICIAL RECORDS BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.

THIS _____ DAY OF _____, A.D. 2022.

_____
CLERK OF THE CIRCUIT COURT

DIRECTOR OF EMERGENCY SERVICES CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT HAS BEEN APPROVED BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF FERNANDINA BEACH, FLORIDA.

THIS _____ DAY OF _____, A.D. 2022.

_____
DIRECTOR OF EMERGENCY SERVICES

ZONING CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED BY ME AND IS IN COMPLIANCE WITH THE ZONING RULES AND REGULATIONS OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, CURRENTLY IN EFFECT.

THIS _____ DAY OF _____, A.D. 2022.

_____
DIRECTOR OF PLANNING

APPROVED FOR THE RECORD:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED BY THE CITY MANAGER OF THE CITY OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA.

WITNESS BY SIGNATURE THIS _____ DAY OF _____, A.D. 2022.

_____
CITY MANAGER

MAYOR CERTIFICATE:

THIS PLAT HAS BEEN EXAMINED AND IS HEREBY ACCEPTED AND APPROVEDBY THE CITY COMMISSION OF FERNANDINA BEACH, NASSAU COUNTY, FLORIDA, PURSUANT TO A RESOLUTION OF SAID COMMISSION ADOPTED THIS _____ DAY OF _____, A.D., 2022.

BY: _____ _____ MAYOR

ATTEST: _____ CITY CLERK

CERTIFICATE OF REVIEW BY CITY EMPLOYED / CONTRACTED SURVEYOR

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, F.S., AND THAT I AM EMPLOYED BY OR UNDER CONTRACT TO THE APPROPRIATE LOCAL GOVERNING BODY AND ACTING HERETO AS AN AGENT THEREOF. THIS LIMITED CERTIFICATION AS TO FACIAL CONFORMITY WITH THE REQUIREMENTS OF CHAPTER 177, F.S., IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS A CERTIFICATION OF THE ACCURACY OR QUALITY OF THE SURVEYING / MAPPING REFLECTED ON THIS PLAT.

_____ DATE
SURVEYOR / MAPPER
CHARLES ROBERT LEE
FLORIDA REGISTRATION NO.: LS 5618

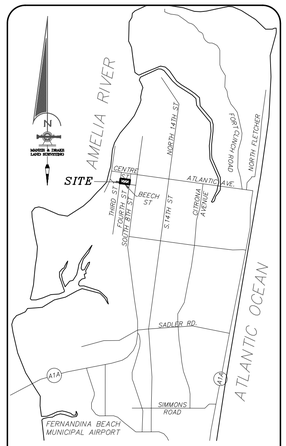
SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED IN THE CAPTION; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT THE SURVEY AND LEGAL DESCRIPTION ARE ACCURATE; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'s) HAVE BEEN SET ACCORDING TO CHAPTER 177.091 (7); AND THAT PERMANENT CONTROL POINTS (P.C.P.'s) WILL BE SET ACCORDING TO THE CHAPTER 177.091 (8); ALL ACCORDING TO THE LAWS OF THE STATE OF FLORIDA AND NASSAU COUNTY.

THIS _____ DAY OF _____, A.D. 2022.

_____
MICHAEL A. MANZIE, P.L.S.
FLORIDA CERTIFICATE No. 4069

MANZIE & DRAKE LAND SURVEYING
117 SOUTH 9TH STREET
FERNANDINA BEACH, FL 32034
CERTIFICATE OF AUTHORIZATION NUMBER "LB 7039"



VICINITY MAP
1"=2,640' (1"=1/2 MILE)

SURVEYOR'S NOTES

1.) □ DENOTES PERMANENT REFERENCE MONUMENT (P.R.M.) (5/8" IRON ROD & CAP") SET WITH IDENTIFICATION "PRM LB 7039".
2.) 43,560 SQ. FT. (G&N) (GROSS & NET) DENOTES GROSS & NET LOT SQUARE FOOTAGE
3.) BEARINGS SHOWN HEREON ARE BASED ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FOURTH STREET AS S07°28'00"W. THE BEARING REFERENCE LINE IS INDICATED AS THUS (BR).
4.) THE PROPERTY SHOWN HEREON LIES WITHIN FLOOD ZONE "X & AE(9)" AS PER F.E.M.A. FLOOD INSURANCE RATE MAP, PANEL 12089C 0237 G, DATED 08/02/2017.
5.) THE CURRENT ZONING FOR THE LANDS SHOWN ON THIS PLAT AS OF THE DATE OF RECORDING IS MU-1 & R-2. THE SETBACKS ARE AS FOLLOWS:
R-2:
MAXIMUM HEIGHT = 35-FEET / FRONT SETBACK - 25-FEET / REAR SETBACK - 20-FEET
SIDE SETBACK - 10% OF LOT WIDTH / SIDE SETBACK (SIDE ABUTTING STREET) - 15-FEET
EACH SIDE YARD SETBACK SHALL BE INCREASED BY ONE-HALF (1/2) FOOT FOR EACH ONE (1) FOOT, OR FRACTION THEREOF, OF BUILDING HEIGHTS ABOVE TWENTY-FIVE (25) FEET.
MU-1:
MAXIMUM HEIGHT = 35-FEET / FRONT SETBACK - NONE / REAR SETBACK - 10-FEET
SIDE SETBACK - 6FEET BETWEEN BUILDINGS / SIDE SETBACK (SIDE ABUTTING STREET) - 10-FEET
THERE MAY BE MORE RESTRICTIVE BUILDING RESTRICTIONS AND SET BACKS RECORDED AFTER THE RECORDING OF THIS PLAT UNDER SEPARATE DOCUMENTS IN THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.
6.) "NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
7.) NO FURTHER SUBDIVISION OF LOTS IS ALLOWED UNLESS SUCH SUBDIVISION CONFORMS TO NASSAU COUNTY SUBDIVISION REGULATIONS AND BE APPROVED BY THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS.
8.) TOTAL NUMBER OF LOTS: (12)

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, "COMPASS GROUP" IS THE LAWFUL OWNERS OF THE LAND DESCRIBED IN THE CAPTION HEREON WHICH SHALL HEREAFTER BE KNOWN AS "THIRD AND BEECH", AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LAND.

IN WITNESS WHEREOF, OWNER HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS ACTING BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS.

ALL ALLEYS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AREAS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR THE USES AND PURPOSES THEREON STATED AND REMAINS A MAINTENANCE OBLIGATION OF THE BEECHSTREET COTTAGES.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

COMPASS GROUP

WITNESS _____ _____
PRINT OR TYPE NAME _____ Steve Simmons

WITNESS _____ _____
PRINT OR TYPE NAME _____ XX

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF
□ PHYSICAL PRESENCE OR □ ONLINE NOTARIZATION, THIS ___ DAY OF _____ 2022 BY _____ AS _____ ON BEHALF OF _____, A _____, WHO PRODUCED _____ AS IDENTIFICATION OR WHO IS PERSONALLY KNOWN.

_____
NOTARY PUBLIC - STATE OF FLORIDA
PRINT NAME: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

LEGEND

P.L.S. = PROFESSIONAL LAND SURVEYOR
P.I.N. = PARCEL IDENTIFICATION NUMBER
LB = LICENSED BUSINESS
SQ. FT. = SQUARE FEET
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
AC = ACRE
G = GROSS
N = NET
℄ = CENTERLINE
P.I.N. = PARCEL IDENTIFICATION NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
⌖ = BENCHMARK

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR *SIGHTS* ARE ON THE FUTURE,
SET YOUR *SITES* ON US."

\\Computer1\c\Civil 3D Projects\16915 GILLETTE\16915-PLAT.dwg

THIRD AND BEECH

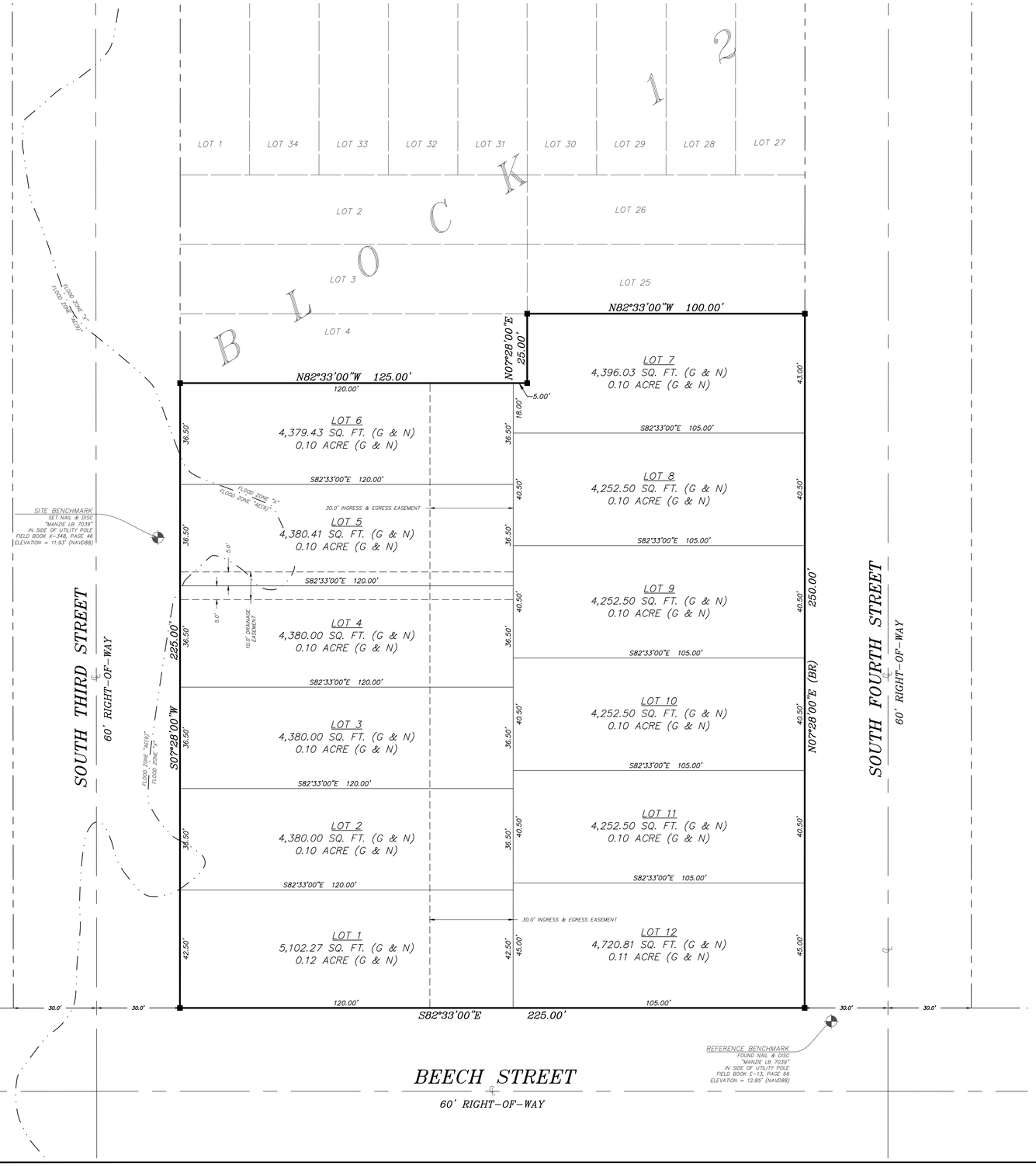
A REPLAT OF LOTS 5 THROUGH 24, BLOCK 12,
CITY OF FERNANDINA BEACH, NASSAU COUNTY FLORIDA

OFFICIAL RECORDS BOOK_____ PAGE_____

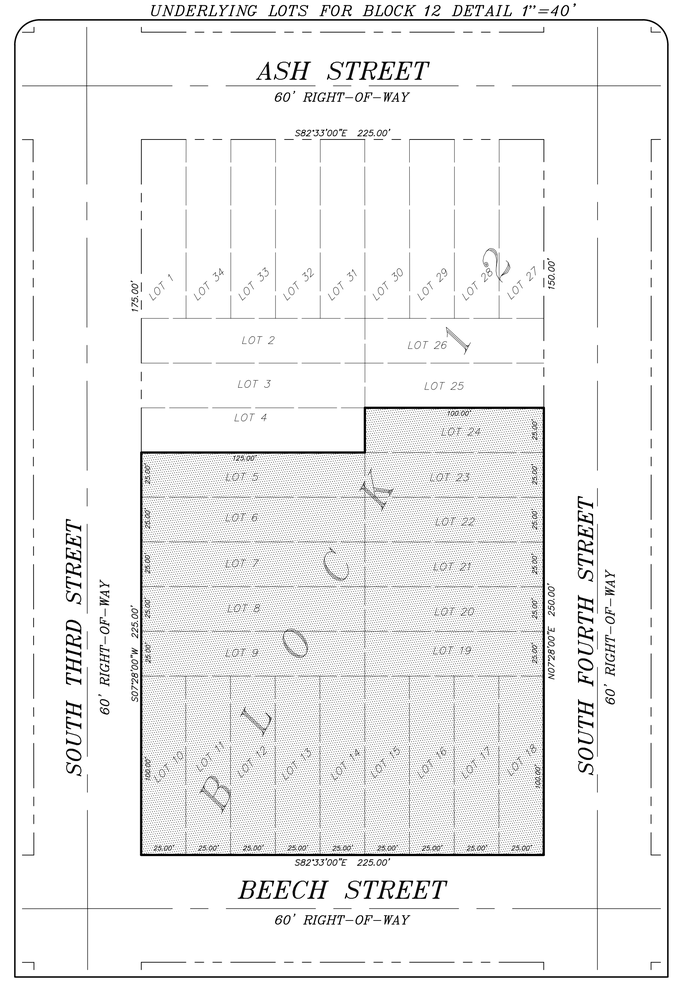
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.



UNDERLYING LOTS FOR BLOCK 12 DETAIL 1"=40'



LEGEND
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.I.N. = PARCEL IDENTIFICATION NUMBER
LB = LICENSED BUSINESS
SQ. FT. = SQUARE FEET
N.A.V.D. = NORTH AMERICAN VERTICAL DATUM
AC = ACRE
G = GROSS
N = NET
℄ = CENTERLINE
P.I.N. = PARCEL IDENTIFICATION NUMBER
O.R.B. = OFFICIAL RECORDS BOOK
⊕ = BENCHMARK

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"
"OUR ***SIGHTS*** ARE ON THE FUTURE,
SET YOUR ***SITES*** ON US."

\\Computer1\c\Civil 3D Projects\16915 GILLETTE\16915-PLAT.dwg

Print

Planning Advisory Board (PAB) - Submission #9826

Date Submitted: 8/31/2022

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- ☐ Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- ☐ Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- ☐ LDC Text Amendment ($1,500)
- ☐ Comp Plan Amendment ($5,000)
- ☐ Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- ☐ Subdivision Plat â€“ Final ($1,500)
- ☐ Vacation of R.O.W. ($3,500)
- ☐ Small Cell Outside R.O.W. (per application) ($500)
- ☐ Voluntary Annexation ($2,000)
- ☐ Development of Regional Impact: Amend Development Order ($1,500)
- ☐ New Telecommunications Structure ($2,000)
- ☐ Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2022 Submission Deadlines + Meetings Calendar

pab 2022

IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

8/25/2022

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

125 South 4th Street

City* Fernandina Beach

State* FL

Zip* 32034

Parcel ID #(s)*

00-00-31-1800-0012-0150; 00-00-31-1800-0012-0100

Lot* 5-24

Block* 12

Subdivision* THIRD AND BEECH

Zoning District* R-2

Future Land Use Designation* Medium Density Residential

REVIEW TYPE*

- ☐ Zoning Map Amendment â‰¤ 10 acres
- ☐ Zoning Map Amendment > 10 acres
- ☐ LDC Text Amendment
- ☐ Comp Plan Amendment
- ☑ Subdivision Plat â€“ Preliminary â‰¤ 20 units
- ☐ Subdivision Plat â€“ Preliminary > 20 units
- ☐ Subdivision Plat â€“ Final
- ☐ Vacation of R.O.W.
- ☐ Voluntary Annexation
- ☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name* Josephine

Last Name* Tringali

Company (if applicable)

Mailing Address*

225 Benh

City*

Fernandina Beach

State*

Florida

Zip*

32034

Telephone Number*

904-261-8819

Email Address*

asa@gilletteassociates.com

OWNER'S AGENT

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

First Name

Asa

Last Name

Gillette

Mailing Address

20 South 4th Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-261-8819

E-mail Address

asa@gilletteassociates.com

PROJECT INFORMATION

Previous Planning/Zoning Approvals

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

Preliminary Plat for Third and Beech

Certification*

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

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

Applicant First Name*

Asa

Applicant Last Name*

Gillette

Today's Date*

8/31/2022

Upload Supporting Documentation*

letter of intent plat.pdf

Upload 2

16642 PLAT.pdf

Upload 3

Deeds.pdf

Upload 4

ACAD-16642 BTT.pdf

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Anthoney J. Tringali Rev. Trust and Josephine Tringali				
AGENT:	Compass Group, Inc. (Ron Flick) and Gillette and Associates (Asa Gillette)				
REQUESTED ACTION:	Preliminary Plat/ Replat of 1901 City of Fernandina Beach - Block 12 Lots 5-24				
LOCATION:	124 South 3rd Street, 119 South 4th Street, 123 South 4th Street, 125 South 4th Street PIN: 00-00-31-1800-0012-005, 00-00-31-1800-0012-0100, 00-00-31-1800-0012-0150, 00-00-31-1800-0012-0190, 00-00-31-1800-0012-0210				
CURRENT LAND USE + ZONING:	Mixed-Use (MU) and Medium Density Residential (MDR) Land Use + MU-1 and R-2 Zoning				
EXISTING USES ON SITE:	4 Single-Family Homes, 4 Ancillary Structures, Former Commercial Structure and Vacant Land				
PROPERTY SIZE:	Approximately 1.22 acres				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
WITHIN CITY LIMITS	North	Clay Times Art Center/ Single Family Home	1976/ 1946	MU-1/ R-2	Mixed-Use/ Medium Density Residential
WITHIN CITY LIMITS	South	Vacant Land	N/A	MU-1/ R-2	Mixed-Use Medium Density/ Residential
WITHIN CITY LIMITS	East	Single-Family Homes	Varied	R-1	Low Density Residential
WITHIN CITY LIMITS	West	Harbor View Townhomes	2019	MU-1/CRA	Mixed-Use

**** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ****

SUMMARY OF REQUEST:

The applicant, Compass Group/Gillette and Associates Inc, agent for owners, Anthoney J Tringali Rev. Trust/Josephine Tringali requests approval of a Preliminary Plat/ Replat for a **12-lot townhome** residential subdivision. This requested re-plat is for construction of 12 townhome sites relying on the densities and intensities associated with the established Future Land Use Map (FLUM) and its respective Zoning Districts of Mixed Use (MU-1) and Medium Density Residential (R-2). Both the MU-1 and R-2 zoning districts allow for a range of residential housing types including townhome development.

Common amenities for the new subdivision include its shared driveway, stormwater management system, common mail kiosk, and landscaping to address tree mitigation. Vehicular access to the proposed development will be though the shared driveway that will enter and exit onto Beech Street. Additionally, access surrounds the proposed development on three sides with on-street parking located on S. 3rd S Street, S. 4th Street and Beech Street.

BACKGROUND INFORMATION:

The project site contains 20 originally platted lots of record from Block 12 of the City's 1857 plat map, only eight (8) lots of record remain open and available for new construction under existing conditions. The remaining lots have been combined into four (4) development sites because of prior development. The established development sites contain single family homes and a former commercial structure identified as a beer warehouse on the 1903 Sanborn Maps. Although one structure could qualify for designation in the City's local register of historic places (124 S. 3rd Street), the remaining structures do not fall within the City's Downtown Historic District's period of significance. The property is not covered by overlay regulations that extend to properties within the

Downtown Historic District, and it is not within the Amelia River Waterfront Community Redevelopment Area. Given the structures and remaining vacant lands, **existing conditions permits development and/or redevelop the properties to allow 12 homesites.** This redevelopment scenario would scatter new homes and/or rehabilitated homes on approximately half of City Block 12 onto varied lot widths at 25-foot lots, 50-foot lots, and 75-foot lots.

An Alternative Development Scenario:
The applicant could make an application to restore the originally platted lots of record on Block 12 though action of the Board of Adjustment (BOA) to achieve a development pattern consistent with the original 1857 plat. A scenario which would potentially allow for 20 home sites. A request made under the BOA decision making, if approved, would allow development of either detached single family homes or townhome development.

Under this development scenario there would be no required coordination of infrastructure and multiple curb cuts for driveways. Detached single-family homes and townhomes do not require permits under St. Johns River Water Management District (SRJWMD) and the City's code would only require demonstration that the volume of water expected from the individual lots be retained on the subject property. Further, under this development alternative option review by the Technical Review Committee is not required unless there are common amenities. This scenario does not afford the City an opportunity to address common infrastructure needs in a holistic manner including sidewalks, parking, underground utilities, streetlights, stormwater management, or access.

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Policy 1.02.06. The City shall assure that specific density assigned to new development and redevelopment is compatible and consistent with established residential development patterns and provides equitable use of the land. Criteria to be considered in allocating density shall include, but not be limited to, the following:
a. Protecting the integrity and stability of established residential areas;
b. Assuring smooth transition in residential densities;
c. Encouraging commercial and residential mixed use development patterns;
d. Recognizing and being sensitive to the character and form of the surrounding neighborhoods;

DEFINITION OF NET DENSITY

Net Density is determined by multiplying the "maximum allowable units per acre" by the "net buildable land area" expressed in acreage. "Net buildable land area" means those contiguous land areas under common ownership proposed for residential development, minus undevelopable environmentally sensitive areas, wetland and wetlands transitional areas[1], floodplains and waters of the state. Lots adjoining an existing right-of-way may calculate half of the width of that right-of-way as part of the "net buildable land area" definition.

[1]Properties with cross jurisdictional wetlands pursuant to 373.414(1)(c), Florida Statutes may calculate wetland and wetland transitional areas as part of the net buildable land area.
The calculation of net density defines the number of permissible dwelling units. It is based on the definition for net density provided in the Comprehensive Plan. Net Density includes terms for calculating the "net buildable land area" and inclusion of ½ of the adjoining public rights-of-way (ROW). The site acreage calculated based on the City's definition of net density can only accommodate a maximum of **12 dwelling units.** The net density calculation of the project site breaks down as follows:

3RD STREET AND BEECH STREET TOWNHOMES PROJECT	**CALCULATED NET DENSITY**
53,143.20 sq. ft. (1.22 acres of land)	sq. ft.

	53,143.20	
Minus 1,256 sq. ft. lands within the Special Flood Hazard Area (SFHA)	- 1,256	sq. ft.
PRIVATE PROPERTY AREA TOTALS:	**51,887**	sq. ft.
Plus half of the adjoining rights-of-way (ROW)		
+ S. 4th Street side 30 ft. x 250 ft. =	7,500	sq. ft.
+ Corner of S. 4th Street and Beech Street is 30 ft. x 30 ft. =	1,500	sq. ft.
+ Corner of S. 3rd Street and Beech Street is 30 ft. x 30 ft. =	1,500	sq. ft.
+ S. 3rd Street side 30 ft. x 225 ft. =	+ 6,750	sq. ft.
ROW AREA TOTALS:	**17,250**	sq. ft.
Total Net Buildable Land Area *(excluding SFHA plus ½ the ROW)*	69,137	sq. ft.
8 dwelling units per acres	/5,445	sq. ft.
TOTAL DWELLING UNITS:	**12.7**	units *(rounded down)*

Policy 1.02.06 (e). Requiring application of low impact development (LID) principles, native and drought tolerant landscaping and urban design principles and practices;
AND
1.06.06 (f). Encouraging connectivity of pedestrian walkways and bicycle paths on and off site.

The proposed development has applied LID principals through the use of pervious pavers as well as providing native drought tolerant landscaping as reflected in the Technical Review Committee submittal. Connectivity of pedestrian walkways have been provided through the addition of sidewalks along South Third and South Fourth Street connecting at Beech Street.

Policy 1.01.02. The approval of all development shall be subject to the availability of adequate levels of service for all facilities and services that are subject to concurrency management requirements.

AND

Policy 1.02.03. The City shall ensure that the location, scale, timing, and design of development is coordinated with the availability of public facilities and services. The City seeks to ensure compact development patterns that integrate neighborhood and commercial activities and promote connectivity through the use of sidewalks, bike lanes and alternative low-speed shared-use vehicle paths in order to achieve a reduction in vehicular trips on arterial roadways. The purpose of this policy is to prevent the proliferation of urban sprawl and to achieve cost effective and energy efficient land development patterns and avoid or eliminate existing patterns that may be described as: described below.

- **a. No Areas of urban development or uses, which are not functionally related to land uses which predominate the adjacent area;**
- **b. No Areas of urban development or uses which fail to maximize the use of existing public facilities;**
- **c. No Areas of urban development or uses which fail to use areas within which public services are currently provided; and**
- **d. No Leapfrog/scattered development or ribbon/strip commercial development patterns.**

The proposed development is consistent with the Comprehensive Plan's direction for compact urban development and serves to maximize the use of existing public facilities. The subject property lies in an area of existing urban development. Water and sewer services are available to serve the site, and this proposed development. No leapfrog development is occurring. The development is accessed by City improved and maintained roadways. To

support reduced vehicle miles traveled, the developer will provide sidewalks along South 3rd and South 4th Street with connection of the sidewalks along Beech Street.

Policy 1.02.05(i). The City's land development code shall include the following Maximum Building Size: Standards shall limit the gross square feet of a single building in order to ensure compatibility with development throughout the City.
AND
Policy 1.02.10. The City shall protect privacy and access to light, air, and open space. The City shall consider regulations such as building placement on a site, building design, and building orientation as one means to achieve this policy.

Standards have been provided in Chapter 4 of the Land Development Code to address the policy direction.

Policy 1.05.04. Existing platted lots of record located in Central Business District, Mixed Use, and Low, Medium, or High Density Residential land use districts shall not be prohibited from the construction of one (1) residential unit due to a non-conforming lot size.

At this time, the applicant has not requested restoration/construction upon the existing platted lots of record that are covered under Comp Plan Policy 1.05.04. The applicant has demonstrated compliance with the referenced Land Development Code standards and Comp Plan Policies. Maximum building size, gross square footage and building placement have been verified through the review of the Technical Review Committee. The proposed lot widths vary in size ranging from 45' to 36.5', meeting the standards/intent provided within LDC 4.02.06 for development of townhomes.

Policy 1.02.05 (j). Maximum Impervious Surface Area: Standards shall limit and mitigate the amount of impervious surface area on any lot in order to protect environmentally sensitive lands, preserve the existing topography, and reduce strain on the stormwater management.

The total proposed impervious surface ratio of 41% meets the minimum standards set forth in LDC 4.02.01(J) and the intent of Comp Plan Policy 1.02.05(j).

Policy 4.01.01. The following level of service standards are hereby adopted and shall be used as the basis for determining the availability of facility capacity and the demand generated by a development.

Facility/Service Area	Level of Service Standard
Wastewater Treatment System	**300 gallons per day per ERU (Equivalent Residential Unit)**
Solid Waste Facilities	**Average Solid Waste Generation Rate: 5.9 pounds per capita per day**
Stormwater Management Facilities	**Policy 4.01.02** *All subdivisions, multifamily, commercial, industrial, city, and institutional projects shall provide for retention of stormwater resulting from project, unless off-site shared facilities are available. For projects within areas designated for "zero discharge," storage shall accommodate a ten (10)-year, twenty-four (24)-hour storm event. For all other areas, retention shall accommodate the greater of: (a) the first one-half (1/2) inch of stormwater within the boundaries of their project, or (b) the first one (1) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not. The project shall also provide detention for all storm flows. Detention shall prevent peak flows after development*

	from exceeding the peak flow prior to development.
Potable Water Facilities	**Water Allocation Level of Service: 350 gallons per day per ERU (Equivalent Residential Unit)**
Fire-Rescue Services	**240-second travel time to 90% of the incidents (EMS with AED or BLS) & 480-second travel time to 90% of the incidents (ALS Response)**
Police and Law Enforcement Services	**Response Time: 3 minutes or less for emergency calls and 7 minutes or less for non-emergency calls**

The City has five public facilities that have adopted levels of service: Transportation, Water, Sewer, Drainage, and Solid Waste. The City's ability to maintain adopted levels of service for these utilities was confirmed through TRC site plan review process. Given the established Mixed-Use and Medium Density Residential MDR) land use and MU-1 (Mixed-Use) and R-2 (Medium Density Residential) zoning which allows for up to four (8) dwelling units per acre on the subject property, the development potential of the site can result in a maximum of 12 dwelling units.

A concurrency determination for impacts to Nassau County roadways must be assessed under the City's current requirements contained in LDC Section 7.04.05. All proposed developments generating more than 400 Average Daily Trips (ADT) require a traffic concurrency determination from the Northeast Regional Council. Under the proposed development scenario containing 12 dwelling units, Staff estimates that approximately 70 Average Daily Trips (ADT) could be generated by this development; resulting in 6 p.m. peak hour trips[1]. Traffic impacts are likely on only State and Nassau County maintained roadways. Nassau County collects mobility fees for roadway impacts based on their adopted a mobility plan. It is expected that the City will, through its adopted Interlocal agreement with Nassau County, collect mobility fees on their behalf for projects within the City. This would be like the past collection of transportation impact fees which ceased in 2006.

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

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

[1] ITE Code 230 (Residential Condominium/Townhouse) average PM peak hour trips = 6 (~1 trip/ dwelling unit)

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

All public facilities and services are currently available to the development and each service can maintain or exceed its level of service standards as required by Policies 1.01.02, 1.02.03, and 4.01.01.

Policy 1.02.12. The City shall ensure that the image, function, architecture, and ambiance of the historic downtown further the use and development of downtown as the ceremonial, civic, and cultural center of the City. Toward this end, the City shall preserve and enhance the identity, design, and vitality of the downtown, including the designated Downtown Historic District, Old Town Historic District and the surrounding downtown core.
AND
Policy 3.02.05. The City shall adopt regulations that would discourage demolitions and encourage rehabilitation, reuse and maintenance of existing homes. Regulations adopted for homes in a historic district shall implement the policies of the Historic Preservation Element.
AND
Policy 11.08.01. The City shall encourage protection, preservation, and revitalization of historic, non-designated structures and neighborhoods within Fernandina Beach.
AND
Policy 11.03.10. The City shall pursue strategies and incentives for property owners that will lead to the preservation, as opposed to the demolition, of buildings located in designated historic districts, including but not limited to, utilizing the Historic Preservation Trust Fund to provide financial and educational opportunities for historic property owners.

The property contains four single-family residential homes and associated accessory structures constructed by the Tringali family. The Tringali family played an important role in the development of the modern shrimping industry in Fernandina. Consistent with Comp Plan Policy 11.08.01, The City strongly encourages sensitive restoration of the culturally and historically significant resource located at 124 S. 3rd Street. The circa 1903 frame vernacular home is an example of a typical home in Fernandina during its period of significance. This structure has a significant connection to the maritime heritage of the City and would be potentially eligible for inclusion into the Downtown Fernandina Beach Historic District as a contributing structure to the district. Documentation has not been provided to indicate that rehabilitation or relocation is not feasible.

As previously referenced, the existing structures contained on this lot (and the parcel itself) are not located within Downtown Historic District or the Community Redevelopment Area and as such, are not covered by overlay regulations that extend to properties within those areas. Policy 11.08.01 does extend to these sites as historic, non-designated structures. Staff has repeatedly requested and encouraged adaptive reuse or rehabilitation of the existing structures from the initial conversations with the development team and in formal comments offered by the Technical Review Committee. Further, Staff offered reinforcing verbal comments at the Technical Review Committee meeting. In response, the applicant indicates that they have received interest in the properties, but there are no contracts in place at this time.

Objective 11.06. Community Character – Community character is reflected in lot sizes, site placement, height, architectural features and existing vegetation. The City shall strive to stabilize and preserve neighborhoods and establish urban design standards which protect and promote quality of life in order to prevent teardowns, encourage re-use, infill and new development.
AND
Objective 11.06. The City shall encourage compatible design and planning within and surrounding existing historic districts.
AND
Policy 11.06.01. The City shall ensure that new and infill development adjacent to the Downtown and Old Town historic districts respects and complements the patterns, character, and scale of those historic districts.
AND
Policy 11.06.02. The City shall evaluate the neighborhoods contiguous to the historic districts and evaluate strategies for revitalization of existing structures in these neighborhoods in a manner that is consistent with their original development and also compatible with the adjacent historic districts.

The four extant homes on the site represent the historic building pattern in this area that has served as a transitional zone from the residential character of the neighborhood to the east into the more mixed-use character seen to the west. Re-use of existing properties is encouraged in redevelopment projects as it preserves and strengthens community character, building upon the architectural, historical, and cultural assets of the city. Reuse of existing resources also preserves the embodied energy that went into constructing them and minimizes waste from a sustainability standpoint.

The requested Preliminary Plat/Replat is compatible with the existing development pattern and the characteristics of the surrounding area. The townhomes constructed along South 3rd Street (Harbor View Townhomes) were developed on 25' lots of record with a total of 5 feet between structures. Staff has also encouraged the development team in preliminary discussions to consider variation in housing types and lot sizes. In response the applicant has requested to move forward with the proposed townhome development which is permissible under the existing land use and zoning categories.

Applicable Comprehensive Plan Policies:	Achieved in Proposed Plan?
Definition of Net Density	☑
Growth Management: 1.02.02, 1.02.03, 1.02.05, 1.02.06, 1.02.07,1.02.10, 1.02.12	☑
Redevelopment/Infill Housing near Job Centers: 1.04	☑
Nonconforming Lots: 1.05.04	☑
Community Character: 1.06.04,1.06.06,1.06.09	☑
Medium Density Residential (MDR) Land Use: 1.07.05	☑
Mixed Use (MU) Land Use: 1.07.07	☑

Applicable Comprehensive Plan Policies:	Achieved in Proposed Plan?
Encourage Reuse: 3.02.05	☑
LOS Standards: 4.01.01 and 4.01.02	☑
Private Property Rights: Goal 9	☑
Strategies to Avoid Demolition: 11.03.10	☑
Design and Planning: 11.06.01, 11.06.02	☑
Non-designated Resources: 11.08.01	☑

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

Table 4.02.01 (J). Design Standards for Lots

Zoning District	Minimum Lot Width (ft.)	Maximum Impervious Surface Ratio for Lots (%) (Note 7)	Maximum Floor Area Ratio for Lots (%) (Note 1)
MU-1	50	60	50
R-2	50 Note 4	60	50

4. Development is permissible on lots which were platted before the effective date of this LDC and have a minimum width of twenty-five (25) feet.

The total proposed impervious surface ratio of 41% meets the minimum standards set forth in LDC 4.02.01(J) and the intent of Comp Plan Policy 1.02.05(j).

LDC 4.02.03(E). and 4.02.06. provides direction for maximum building size, gross square footage of a single building, building placement and orientation through setbacks and maximum impervious surface ratio. Specifically, within the MU-1 and R-2 zoning district setback requirements are as follows:

Table 4.02.03 (E). Standards for Building Heights and Setbacks
(Townhome Standards for setbacks apply. See 4.02.06 Code Reference)

Zoning District	Maximum Building Height (ft.) [1]	Minimum Setback			
		Front (ft.)	Side[2] (ft.)	Rear (ft.)	Corner Lot (side abutting street) (ft.) [3]
MU-1	35	None	None[4]	10	10
R-2	35	25	10% of lot width	20	15

1. A building within 1,000 feet of the Coastal Construction Control Line (CCCL) shall not exceed thirty-five (35) feet in building height.
2. Each side yard setback shall be increased by one-half (½) foot for each one (1) foot, or fraction thereof, of building heights above twenty-five (25) feet.
3. Buildings shall not encroach into the required clear visibility triangle at intersections, as set forth in Section 7.01.08.
4. Where access is provided from an alley or public street to the rear of the principal building, no side yard setback is required. Where such access is not available, one (1) side yard shall be a minimum of ten (10) feet. Any other side yard shall have a minimum side yard setback of zero (0) feet.
5. Manufacturing and/or Assembly – Heavy uses shall be exempt from height regulations.

Staff finds that the proposed project achieves the established standards.

Policy 4.02.06. Townhome Development
Specific Standards for Townhouse Development

A. Townhouse development shall comply with the density of the zoning district in which it is proposed. The additional standards set forth in this section shall apply to all townhouse development.
B. Side yard setback requirements do not apply to interior lot lines.
C. Each townhouse dwelling unit shall have a direct entrance to the outside, and shall not open to a common lobby, hallway, foyer, or other similar space.
D. Where all lots, parcels, and dwelling units are under common ownership, there shall be a management plan to demonstrate unified control and management of common areas and facilities.
E. Where common open space, recreation facilities, or other accessory structures or facilities are proposed, sidewalks or pedestrian paths shall be provided to connect buildings, parking lots, open space, and common areas.

Staff finds that the proposed project achieves the established standards for townhome development.

11.01.03 Requirements for Subdivision Plats (Preliminary and Final)

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

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

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

12. A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification and establishing a base flood elevation for all proposed lots within the subdivision.
13. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.

The proposed development plans fulfill requirements of this LDC Section.

Applicable LDC Policies:	Achieved in Proposed Plan?
LDC Interpretation: 1.05.01 and 1.05.02	☑
Definition of Net Density: 1.07.00	☑
Medium Density Residential (MDR) District: 2.01.05	☑
Mixed Use (MU-1) District: 2.01.09	☑
Town Home Development: 4.02.06	☑
Standard Lot Design: 4.02.01	☑
Standards for Building Heights and Setbacks: 4.02.03	☑
Standards for Subdivisions: 4.04.00	☑
Landscaping, Buffers, Tree Protection: 4.05.00	☑
Standards for Access, Parking, Sidewalks: 7.01.01, 7.01.02, 7.01.03, 7.01.04	☑
Drainage and Stormwater Requirements: 7.03.00	☑
Infrastructure Concurrency: 7.04.00	☑
Requirements for Board Applications + Subdivision Plats: 11.01.03, 11.01.05	☑

CONCLUSION:

The requested Preliminary Plat is consistent with the City's Comprehensive Plan and the Land Development Code. The Preliminary Plat and site engineering was submitted for review to the Technical Review Committee (TRC) in August of 2022 (SPR 2022-0022) and is pending issuance of a Local Development Order. Based on the findings of the Technical Review Committee and planning staff's review of the application, staff recommends approval of the Preliminary Plat.

In accordance with subdivision requirements of the Land Development Code, the Preliminary Plat is to be considered by the Planning Advisory Board. Following the recommendation of the Planning Advisory Board (PAB), the Preliminary Plat/Replat will move forward in the form of a resolution to the City Commission. The City Commission will then consider the Preliminary Plat by Resolution at a quasi-judicial hearing.

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Subdivision terms/process:

A preliminary plat/ replat (also known as a site plan or engineering plan) provides for a complete review of the *technical* data and engineering drawings associated with the construction of roads and installation of utilities and stormwater facilities. The Preliminary Plat is submitted for review and approval. Upon approval, the developer is authorized to move forward with the installation of improvements necessary to support the development (clearing/grading, roads, water, sewer, stormwater, etc.). Once the improvements are completed, inspected, and accepted by the City, the Final Plat/ Re-plat is submitted for review and approval; the developer may then convey lots and vertical construction can begin.

MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2022-0026 to the City Commission requesting that a Preliminary Plat for Island View be **(approved or denied)** and that PAB case 2022-0026, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

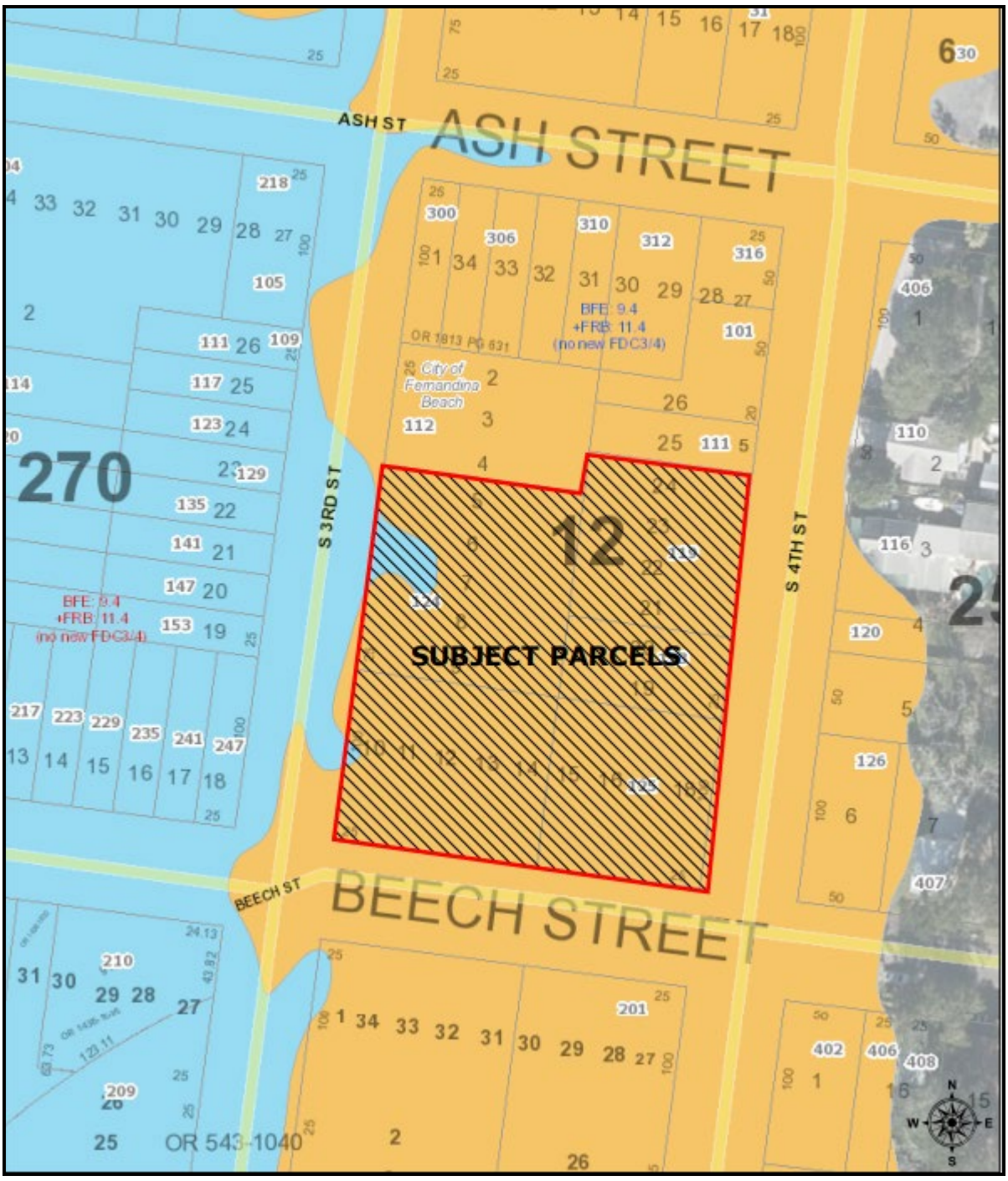
Respectfully Submitted by,
Kelly N. Gibson, AICP Planning Director
Daphne Forehand, City Planner

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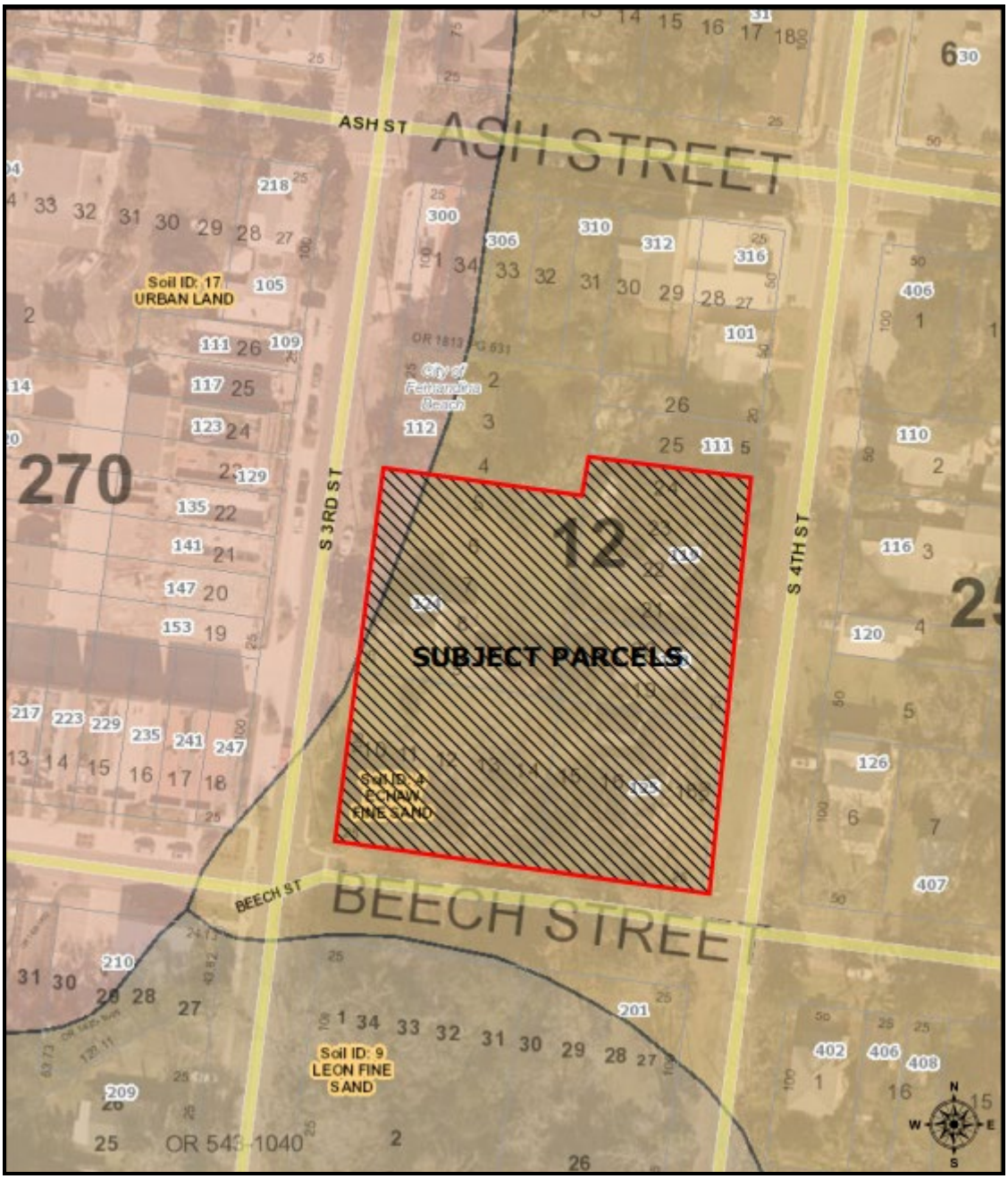
GENERAL AREA MAP WITH AERIAL



FLOODZONE MAP



SOILS MAP

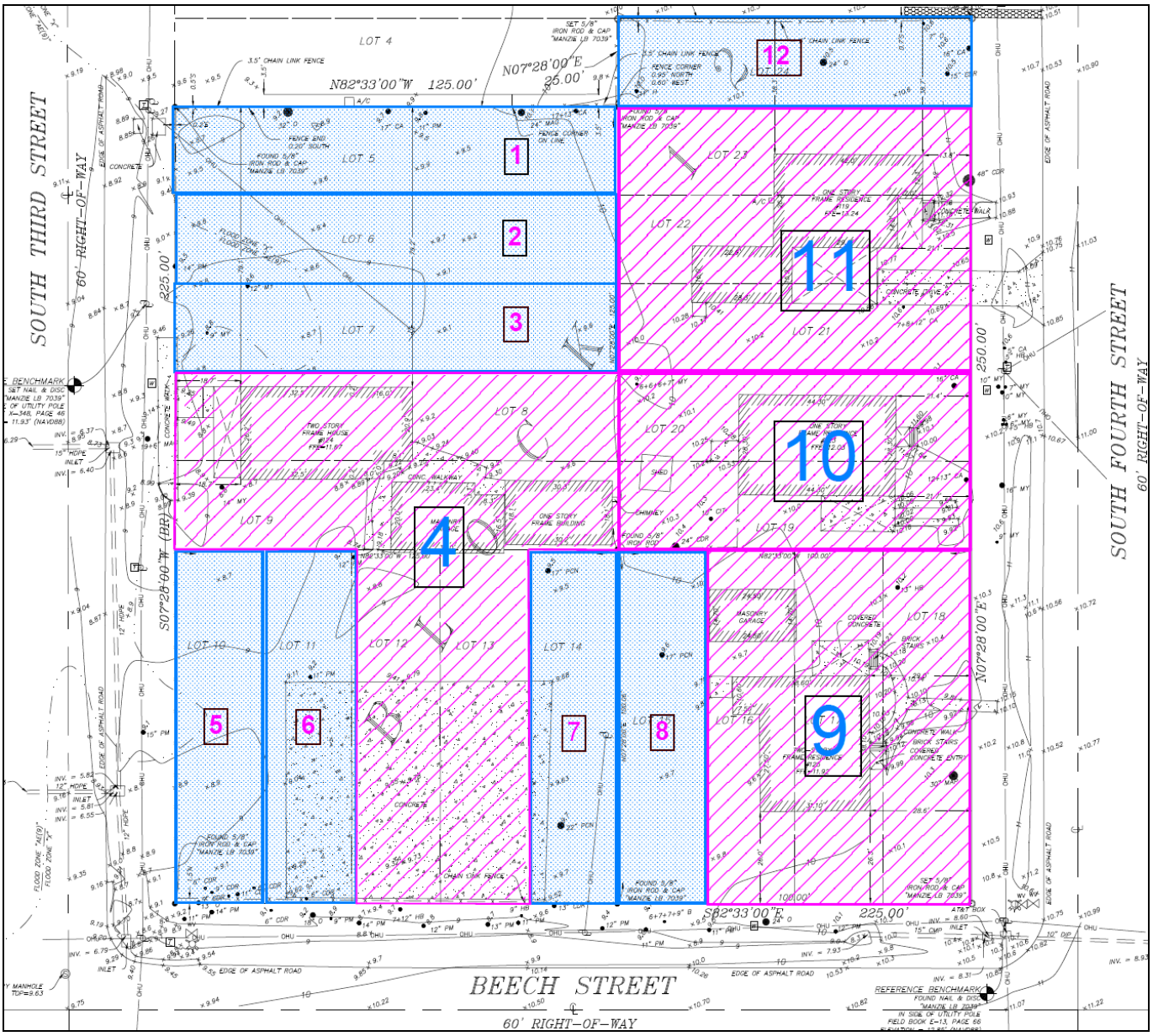

ASH ST
ASH STREET
S 3RD ST
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BEECH ST
BEECH STREE
SUBJECT PARCELS
12
270
Soil ID: 17
URBAN LAND
Soil ID: 9
LEON FINE
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TOPOGRAPHY

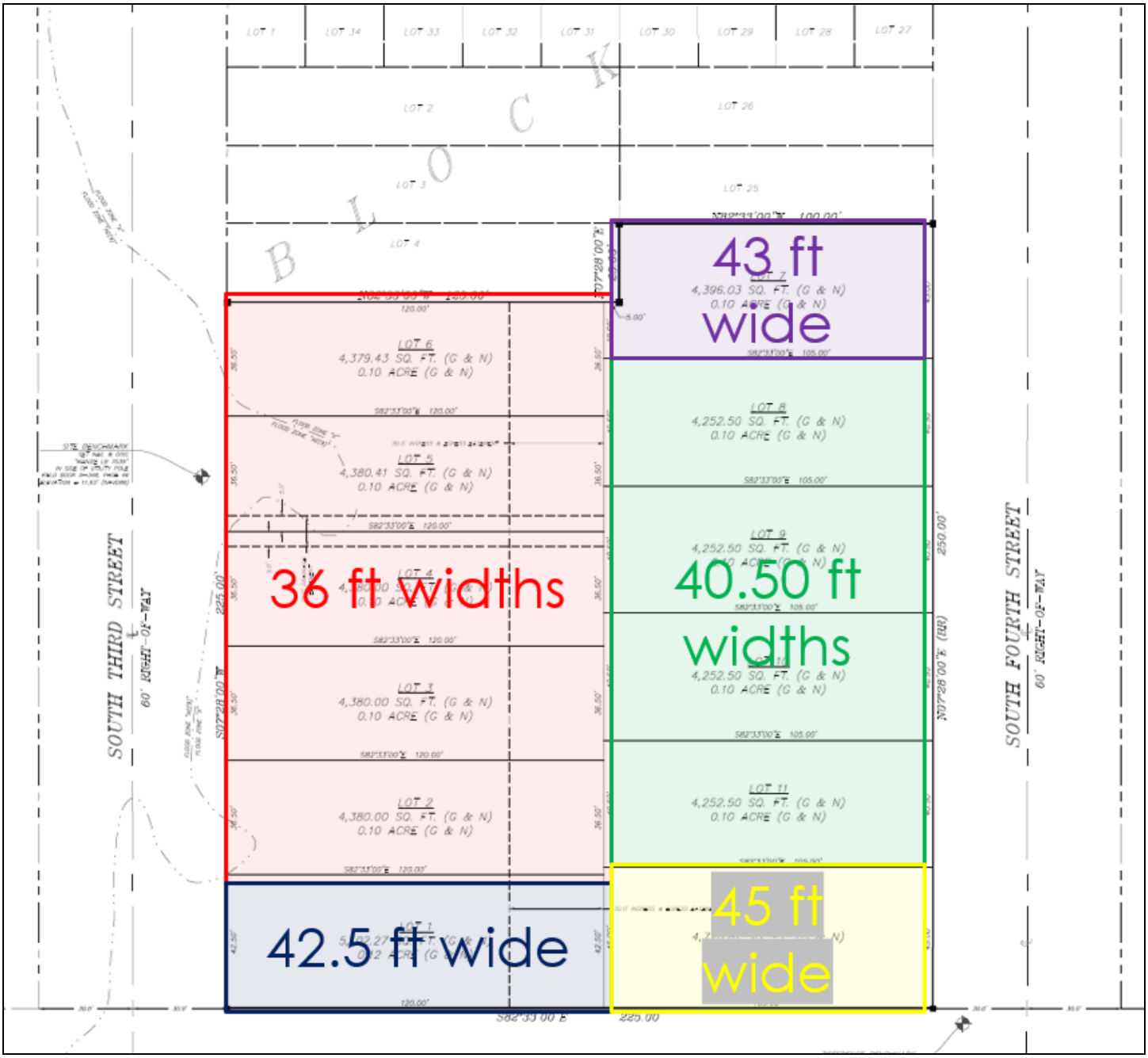

ASH ST
S 3RD ST
S 4TH ST
BEECH ST
SUBJECT PARCELS
City of Fernandina Beach

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PAB 2022-0026 (Preliminary Plat/ Replat)
Planning Advisory
April 12, 2023

EXISTING CONDITIONS WITH ALLOWED DEVELOPMENT PATTERN:

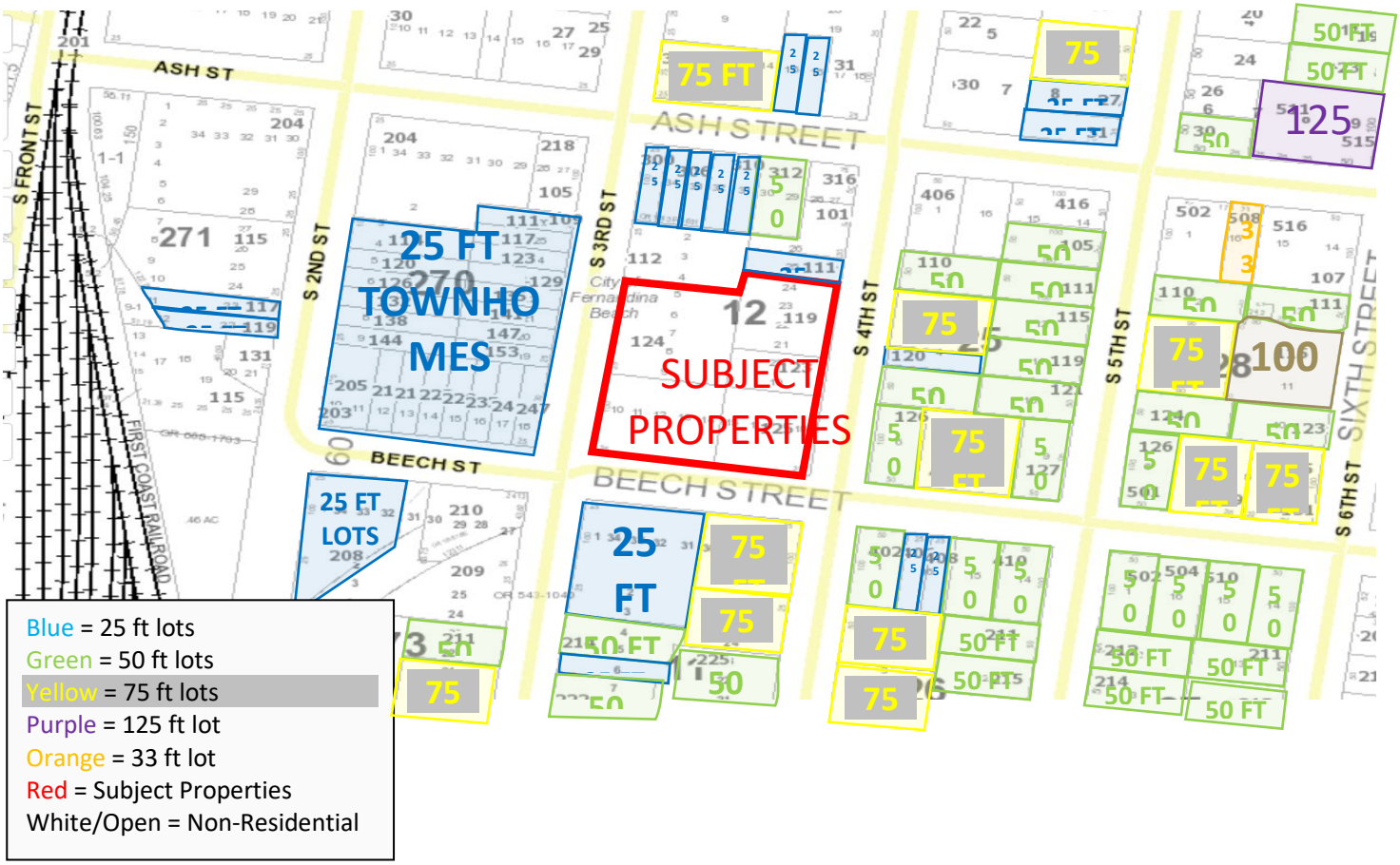


PROPOSED TOWNHOME DEVELOPMENT: LOT WIDTHS FOR 12 UNITS:

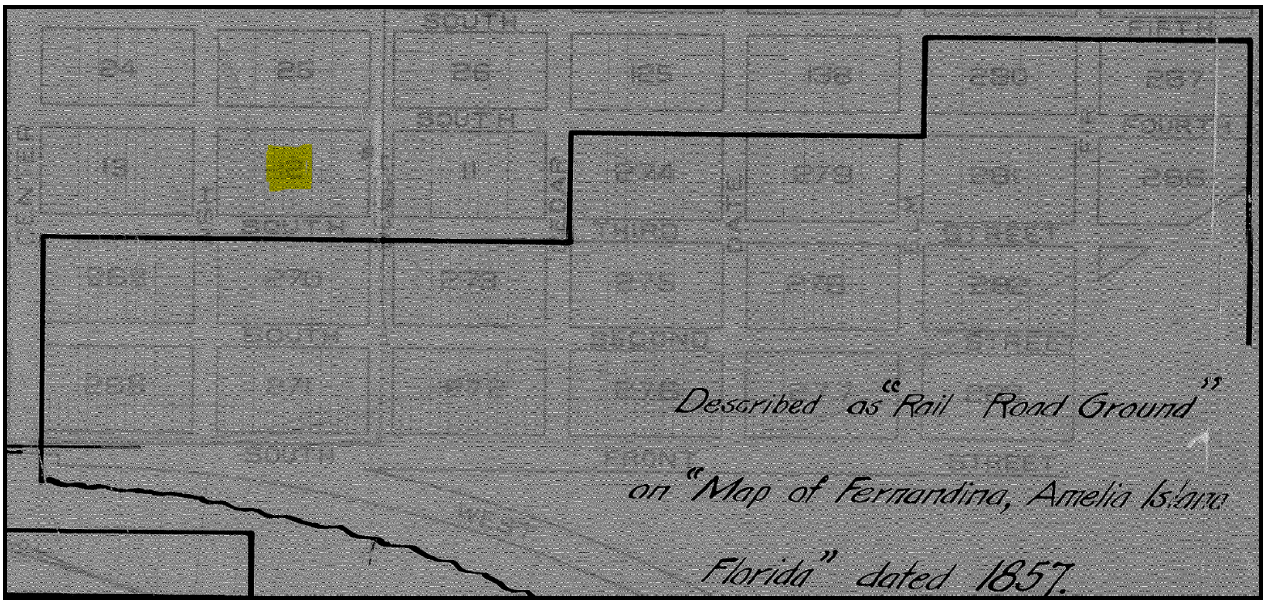


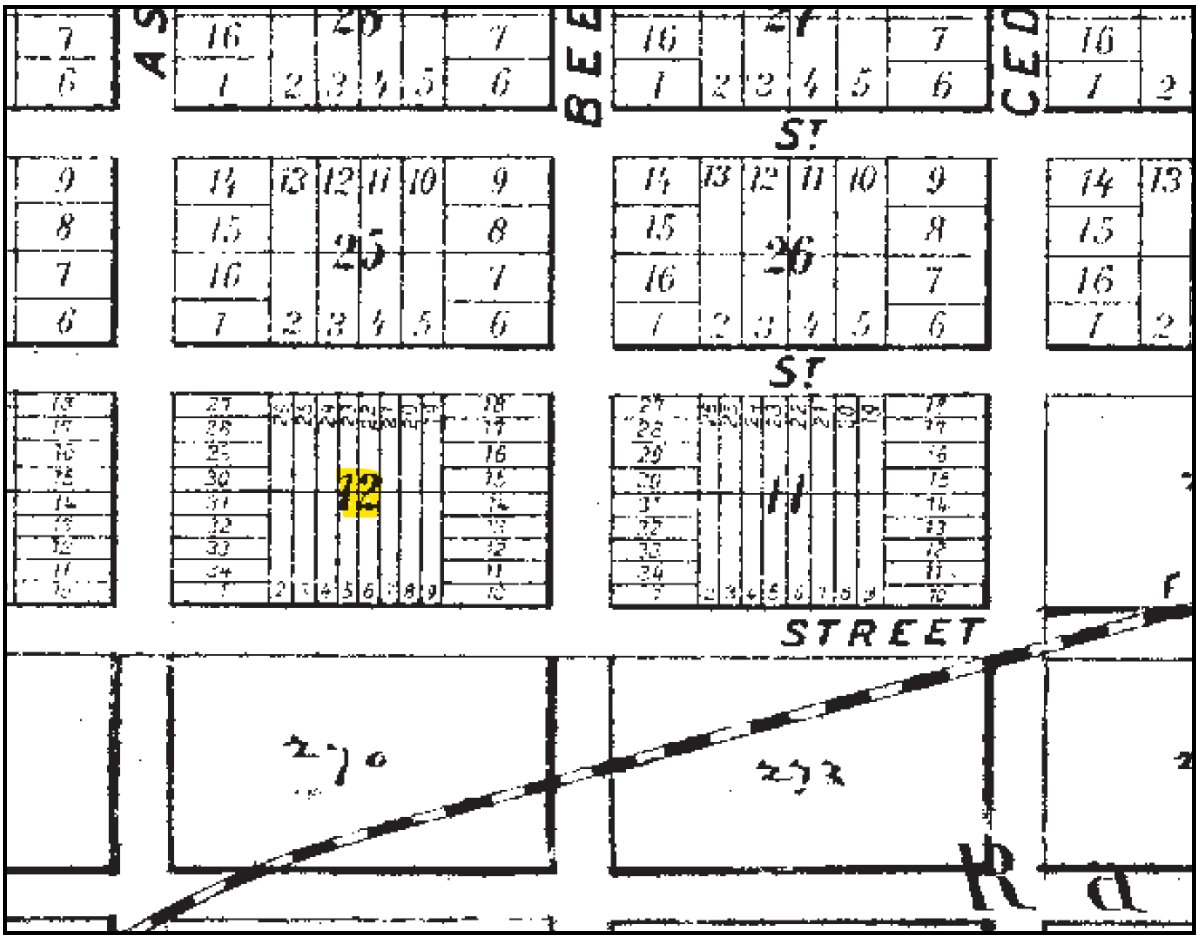
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RESIDENTIAL LOT WIDTHS WITHIN THE GENERAL VICINITY OF PROPOSED TOWNHOME DEVELOPMENT:

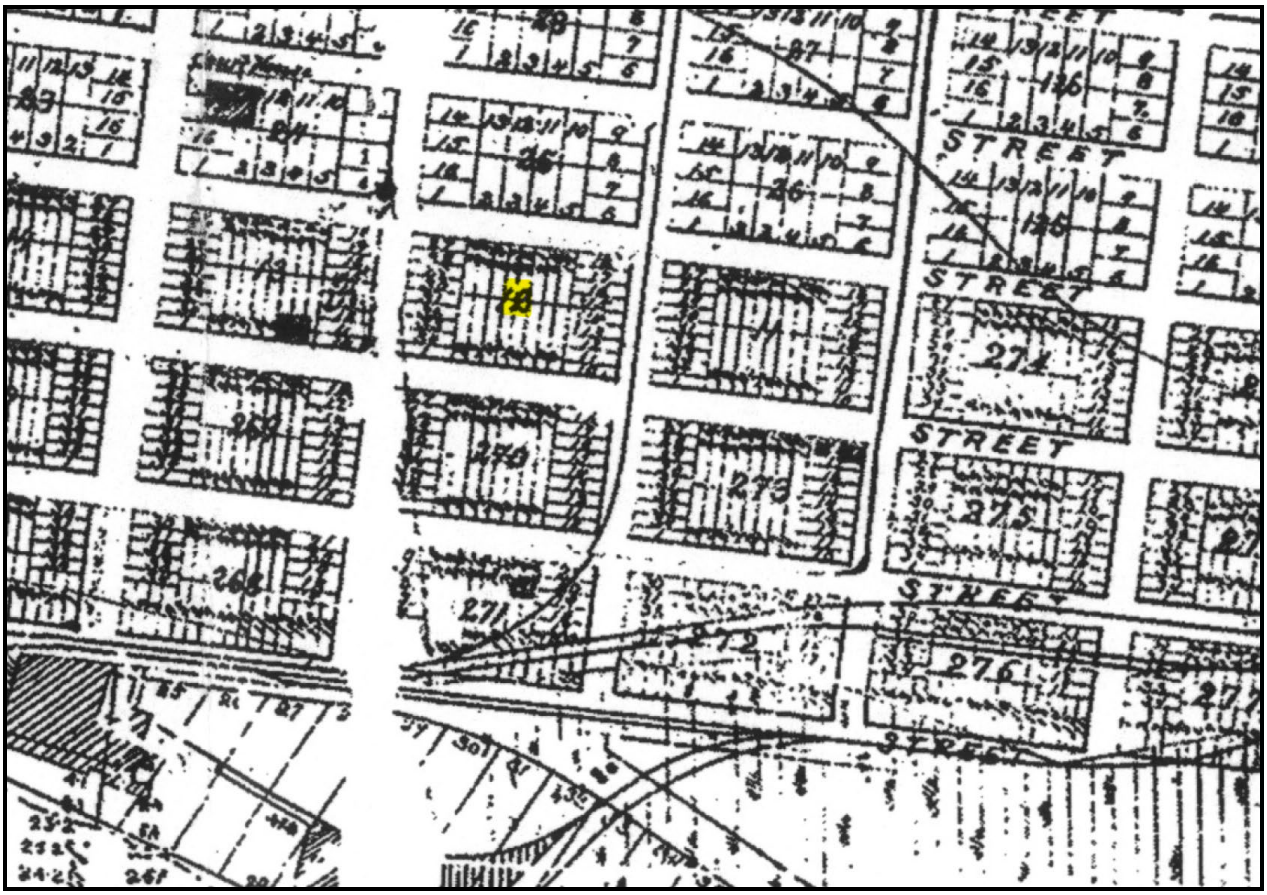


1857 PLAT EXCERPTS:





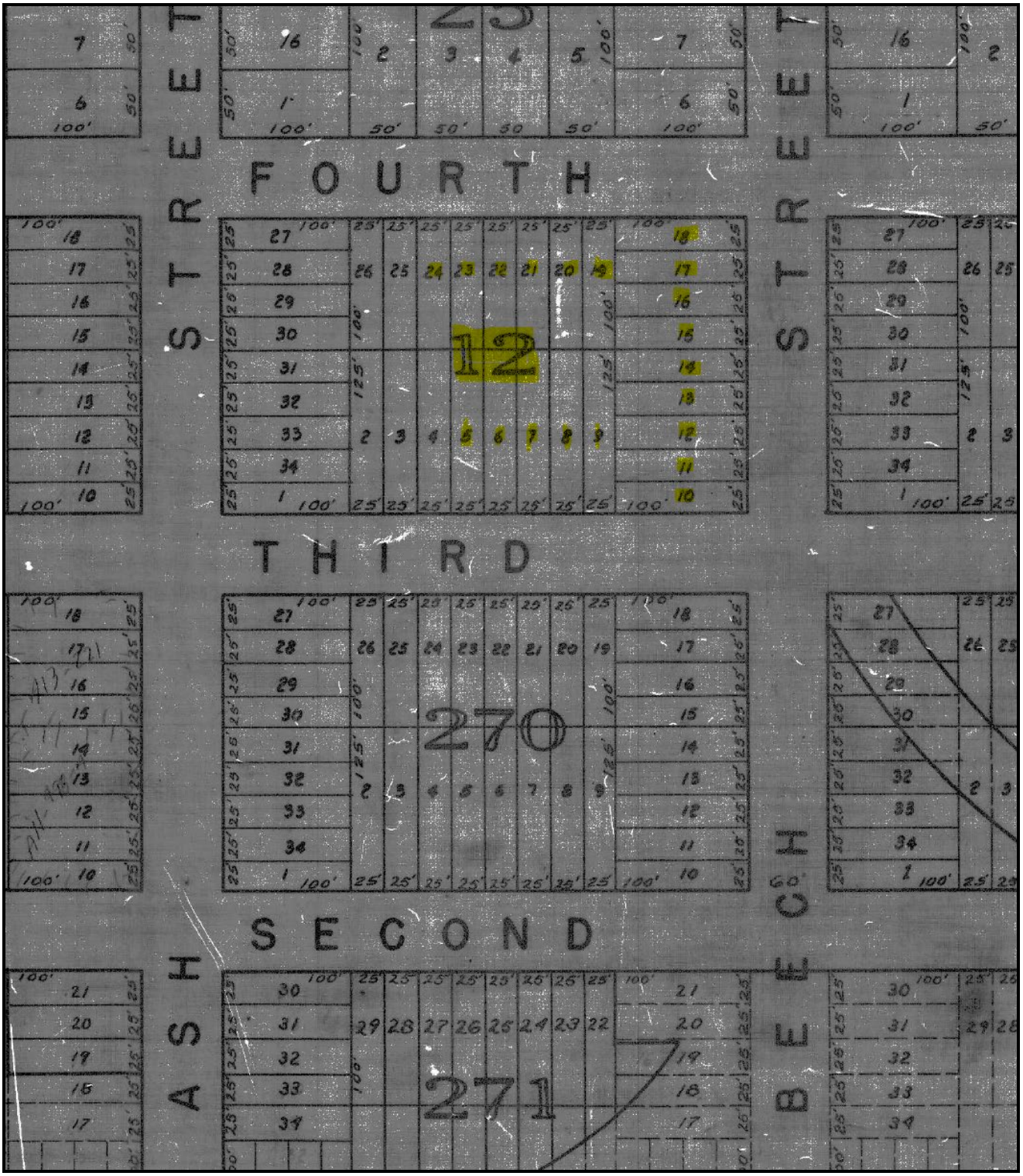
1887 PLAT EXCERPT:



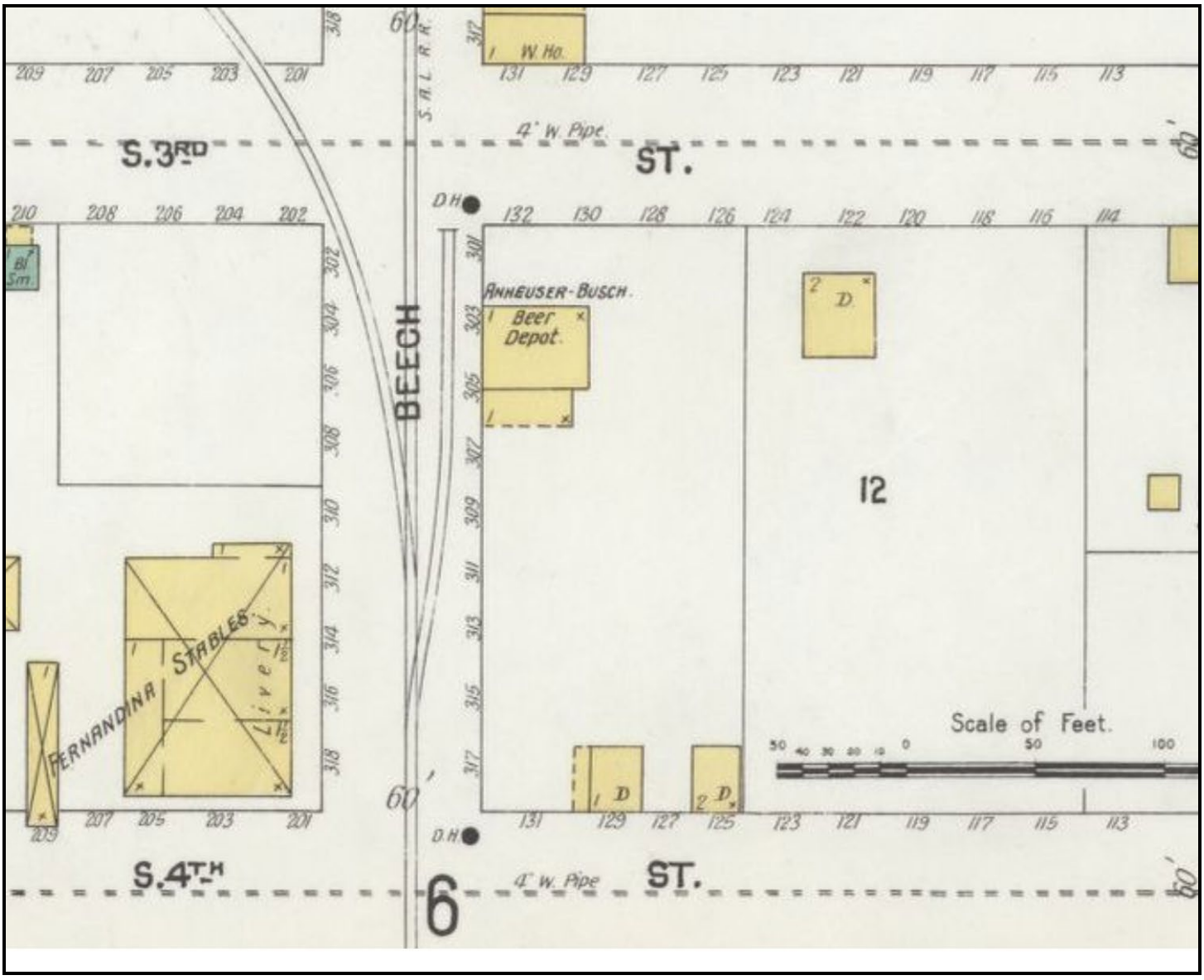
1901 PLAT EXCERPT:



1954 HUNNICUTT MAPS SHEET 4 – EXCERPT OF BLOCK 12 - HIGHLIGHTED LOTS 5-24:

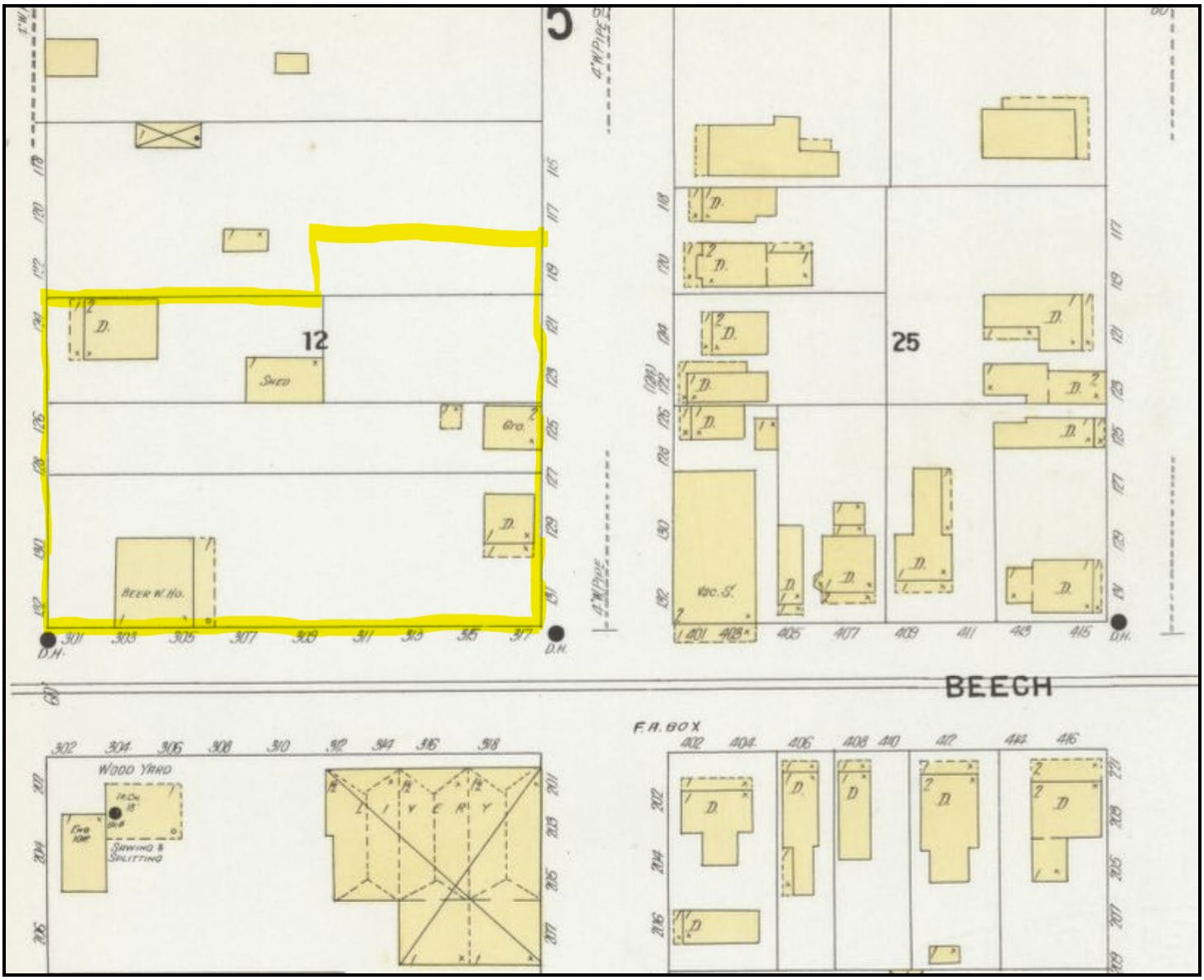


1903 SANBORN MAP EXCERPT:

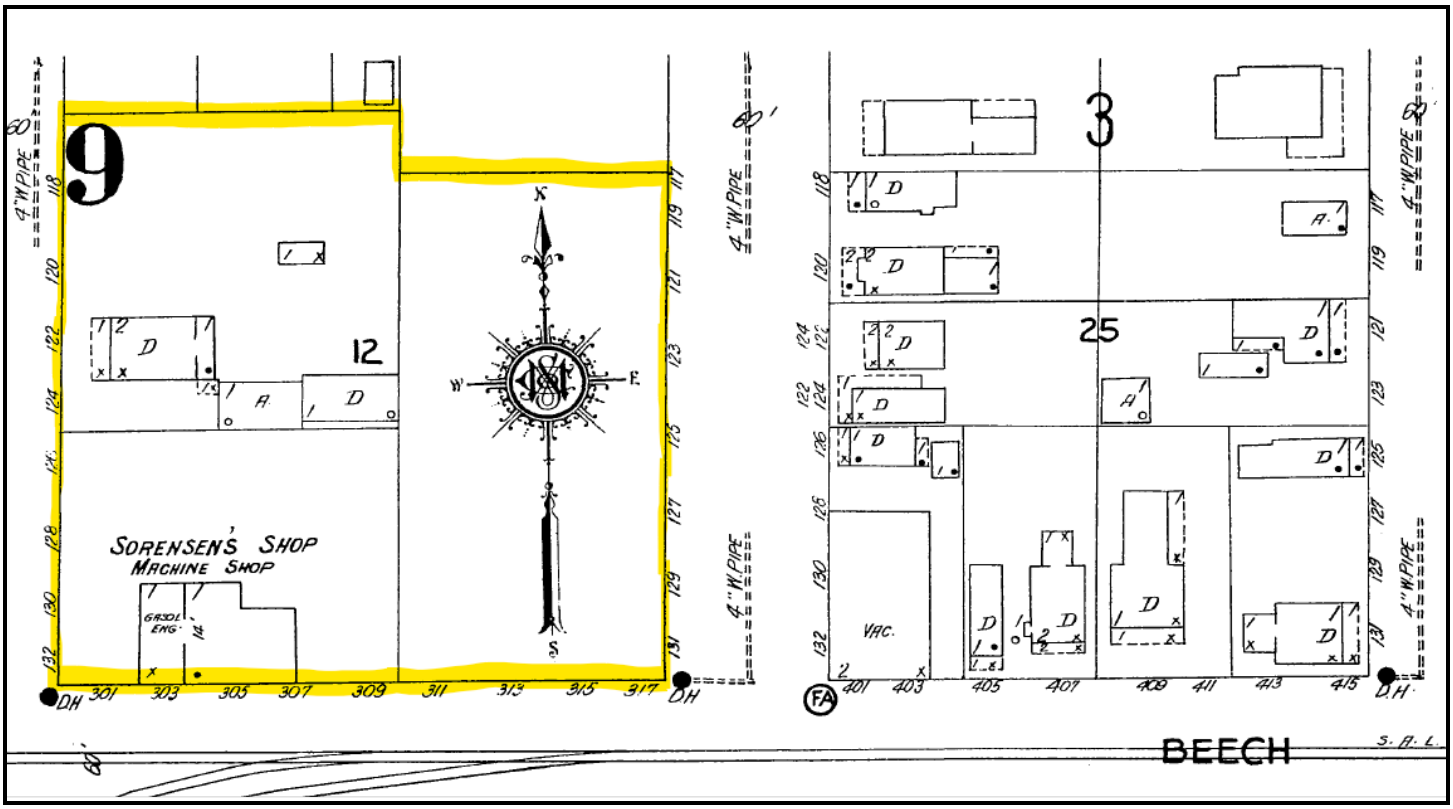


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1909 SANBORN MAP EXCERPT:

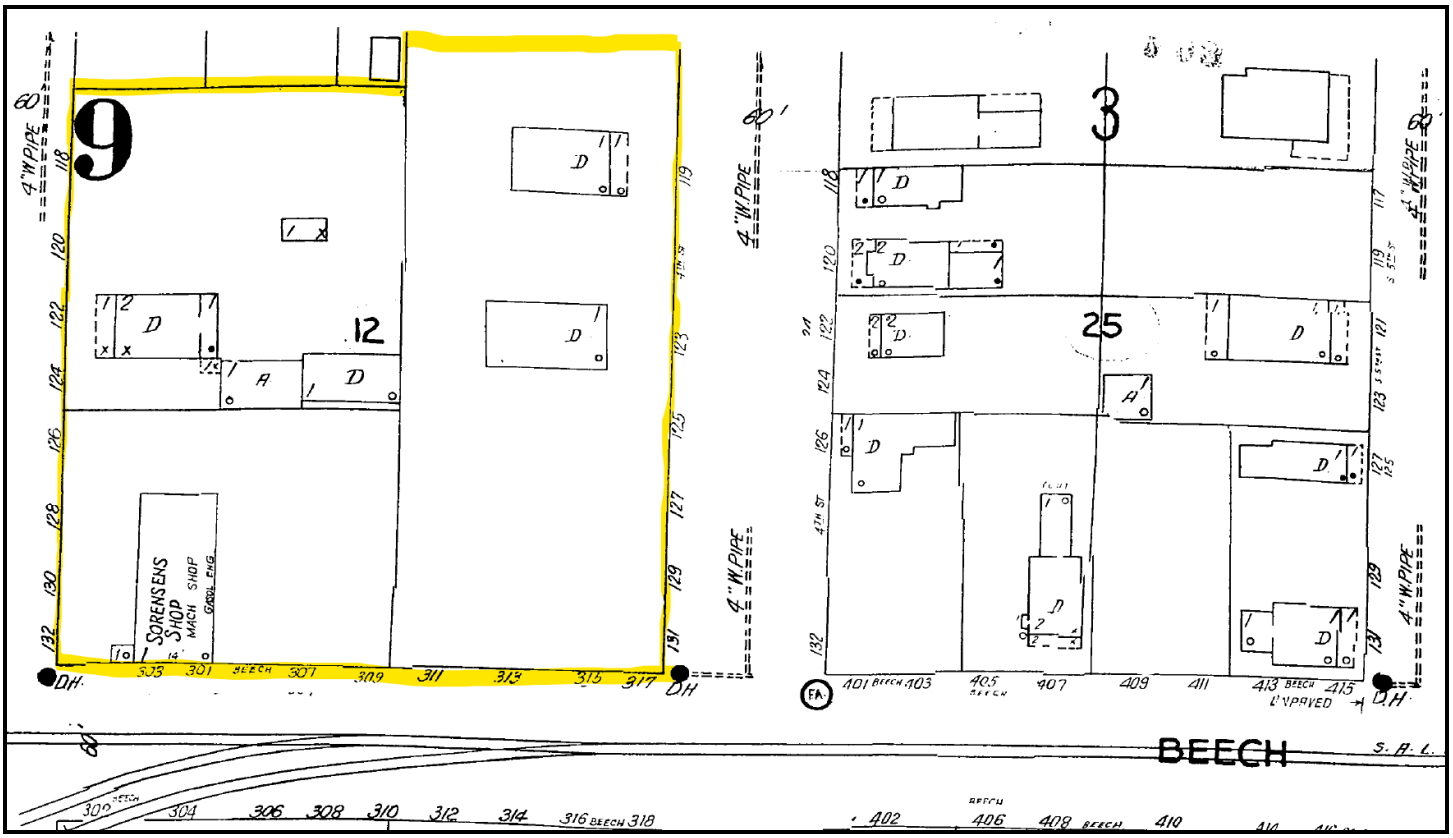


1926 SANBORN MAP EXCERPT:



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1949 SANBORN MAP EXCERPT:



OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE Josephine Tringali (Parcel Number 00-00-31-1800-0012-0150)

(print name of property owner(s))

hereby authorize: Compass Group, Inc. (Ron V. Flick) and Gillette & Associates (Asa Gillette)

(print name of agent)

to represent me/us in processing an application for: Plat, Zoning, Building, SJRWMD, etc., and any land Development Permitting for jurisdictional, state and or Federal

(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

Sandra Jabito

(Signature of owner)

(Signature of owner)

Sandra Jabito, Agent for Josephine Tringali

(Print name of owner)

(Print name of owner)

STATE OF FLORIDA

COUNTY OF NASSAU

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 25th day of February, 2023, by Sandra Jabito.

Ranae L. Jacks — Notary Public

Ranae L. Jackson — Printed Name

1/26/2025 — My Commission Expires

Personally Known ____ OR Produced Identification X ID Produced: Drivers License

Notary Public State of Florida
Ranae L Jackson
My Commission HH 057815
Expires 01/26/2025

OWNER'S AUTHORIZATION
FOR AGENT REPRESENTATION

I /WE 00-00-31-1800-0012-0100; 00-00-31-1800-0012-0050 ; Anthony J Tringali Rev Trust for Parcels: 00-00-31-1800-0012-0210; 00-00-31-1800-0012-0190
(print name of property owner(s))

hereby authorize: Compass Group, Inc. (Ron V. Flick) and Gillette & Associates (Asa Gillette)
(print name of agent)

to represent me/us in processing an application for: Development Permitting for jurisdictional, state and or Federal Plat, Zoning, Building, SJRWMD, etc., and any land
(type of application)

on our behalf. In authorizing the agent to represent me/us, I/we, as owner/owners, attest that the application is made in good faith and that any information contained in the application is accurate and complete.

David W. Sapp TTE
(Signature of owner)

(Signature of owner)

David W. Sapp
(Print name of owner)

(Print name of owner)

STATE OF FLORIDA

COUNTY OF NASSAU

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ onlinenotarization, this 25th day of February, 2023, by David W. Sapp.

Ranae L. Jackson
Notary Public

Ranae L. Jackson
Printed Name

1/26/2025
My Commission Expires

Personally Known ____ OR Produced Identification X ID Produced: Florida License

Notary Public State of Florida
Ranae L Jackson
My Commission HH 057615
Expires 01/26/2025

DURABLE POWER OF ATTORNEY
FOR
JOSEPHINE TRINGALI

I, **JOSEPHINE TRINGALI**, of Nassau County, Florida (hereinafter referred to as PRINCIPAL), designate my brother, **ANTHONY TRINGALI,** of Nassau County, Florida, (hereinafter referred to as AGENT), to serve as my agent. In the event that **ANTHONY TRINGALI** is unwilling or unable to act as AGENT for any reason, I appoint my niece, **SANDRA JUBITO,** to act as my agent.

Authority of Agent. I hereby grant to AGENT full power and authority to act for me in any lawful way with respect to the powers enumerated below.

Except as otherwise limited by applicable law or by this durable power of attorney, AGENT has full power and authority to perform, without prior court approval, and may take all necessary actions to exercise, any power herein granted as fully as I might or could do if personally present. This power is not diminished even though AGENT may be acting individually or on behalf of any other person or entity interested in the same matters. All acts done under this power by AGENT shall bind me, my heirs, devisees, and personal representatives. This power is nondelegable. I hereby ratify and confirm that AGENT shall lawfully have, by virtue of this durable power of attorney, the powers herein granted, specifically, the authority to:

1. forgive, request, demand, sue for, recover, collect, receive, and hold all sums of money, debts, dues, commercial paper, checks, drafts, accounts, deposits, legacies, bequests, devises, notes, interests, stock certificates, bonds, dividends, certificates of deposit, annuities, pensions, profit sharing, retirement, social security, insurance, and other contractual benefits and proceeds, intangible and tangible property and property rights and any demands whatsoever, liquidated or unliquidated, that I now or hereafter own or that are due, owing, or payable or belonging to me or in which I may now have or hereafter acquire an interest.

2. have, use, and take all lawful means and equitable and legal remedies and proceedings in my name for the collection and recovery of any property now or hereafter owned by me, and adjust, sell, compromise, and agree for the same, and execute and deliver for me, on my behalf and in my name, all endorsements, releases, receipts, or other sufficient discharges for the same.

3. conduct investment transactions as provided in section 709.2208(2), Florida Statutes; and acquire, purchase, invest, reinvest, exchange, grant options to sell, and sell and convey personal property, tangible or intangible, or interests therein, for such price and on such terms and conditions as AGENT shall deem proper, including, without limitation, stocks, bonds, warrants, debentures, commodities, precious metals, futures, currencies, and investment funds, including common trust funds, in domestic and foreign markets.

4. execute stock powers or similar documents and delegate to a transfer agent or similar person the authority to register any stocks, bonds, or other securities either into or out of my name or my nominee's name.

5. redeem bonds issued by the United States Government or any of its agencies or any other bonds.

6. acquire, purchase, exchange, grant options to sell, and sell and convey any and all of my real estate, lands, tenements, leases, leaseholds or other property in the nature of real estate, or any part or parcel thereof, which I now own or may hereafter acquire, or interests therein, including my homestead real property, at public or private sale, for such price and on such terms and conditions as AGENT shall deem proper, and execute any and all documents necessary to effectuate the same, including but not limited to contracts, deeds, affidavits, bills of sale, assignments, and closing statements; provided, however, that if I am married, AGENT may not convey or dispose of my homestead property without joinder of my spouse or my spouse's legal guardian. (Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my spouse, and either my spouse or I may appoint the other as agents.)

7. maintain, repair, improve, invest, manage, partition, insure, rent, lease, encumber, and in any manner deal with any real or personal property, tangible or intangible, or any interest therein, that I now own or may hereafter acquire, in my name and for my benefit, upon such terms and conditions that AGENT shall deem proper, and execute, acknowledge, and deliver all instruments necessary to effectuate the foregoing.

8. conduct banking transactions as provided in section 709.2208(1), Florida Statutes.

9. borrow from time to time such sums of money upon such terms and conditions as

AGENT shall deem appropriate for, or in relation to, any of the purposes or objects described herein, upon the security of any of my property, whether real or personal or otherwise, and, for such purposes, to give, execute, deliver, and acknowledge mortgages with such power and provisions as AGENT may think proper, and also such notes, bonds, or other instruments as may be necessary or proper in connection therewith; provided, however, that if I am married, AGENT shall not mortgage my homestead property without joinder of my spouse or my spouse's legal guardian. (Joinder by my spouse may be accomplished by the exercise of authority in a durable power of attorney executed by my spouse, and either my spouse or I may appoint the other as agents.)

10. apply for a certificate of title on, and endorse and transfer title to, any automobile, truck, recreational vehicle, off-road vehicle, van, motorcycle, or other motor vehicle, airplane, or vessel, and to represent in such transfer or assignment that the title to said motor vehicle, airplane, or vessel is free and clear of all liens and encumbrances except those specifically set forth in such transfer or assignment.

11. conduct or participate in any lawful business of whatever nature for me and in my name; execute partnership agreements and amendments thereto; incorporate, reorganize, merge, consolidate, recapitalize, sell, liquidate, or dissolve any business; enter into voting trusts and other agreements or subscriptions; elect or employ officers, directors, and agents; carry out the provisions of any agreement for the sale of any business interest or stock therein; exercise voting rights with respect to stock, either in person or proxy; and exercise stock options.

12. transfer any or all assets of mine to any revocable trust created by me as to which trust I am, during my life, a primary income or principal beneficiary.

13. withdraw from any trust, whether revocable or irrevocable, in which I have a current beneficial interest, such amounts of principal or accrued or collected but undistributed income of such trusts as I would be permitted to receive or withdraw, pursuant to any right of receipt or withdrawal contained in such trusts.

14. make, execute, and file any and all declarations, joint or separate returns, waivers, consents, claims, and other instruments or forms (including, without limitation, IRS Form 2848: Power of Attorney) relating to federal, state, municipal, and other taxes or assessments, including income, transfer, property, excise, and other taxes of whatever nature and whether imposed or

required by any domestic or foreign authority, and in connection with any such taxes or assessments due or claimed or believed to be due from me or in respect of any property or rights that I may own or in which I may have any interest.

15. represent me before any office of the Internal Revenue Service, state agency, or any other governmental or municipal body or authority of whatever nature, domestic or foreign, and conduct and transact any case, claim, or other matter whatsoever in connection therewith; receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument; and make tax elections.

16. have access at any time or times to any safe-deposit box rented by me, wheresoever located, and remove all or any part of the contents thereof, and surrender or relinquish said safe-deposit box, and any institution in which any such safe-deposit box may be located shall not incur any liability to me or my estate as a result of permitting AGENT to exercise this power.

17. exercise any statutory rights or elections, including, but not limited to, any rights or elections in any probate or similar proceeding to which I am or may become entitled.

18. employ as investment counsel, custodians, brokers, accountants, appraisers, attorneys-at-law or other agents such persons, firms, or organizations, including AGENT or AGENT's firm, as deemed necessary or desirable; pay such persons, firms, or organizations such compensation as is deemed reasonable; and determine whether to act on the advice of any such agent without liability for acting or failing to act thereon.

19. authority to access and examine my computer and all my email accounts and/or employ third party computer experts to access and examine my computer to gain access to information I may have on my computer, including the authority to obtain passwords to access information on my computer.

20. to obtain access to my username(s) and password(s)and PINs on any internet based online accounts of any kind, financial or otherwise, that I may have and to perform transactions using on-line internet access banking and other electronic methods of access to any accounts (*i.e. debit cards, ATM cards).* I specifically authorize my agent access to my account usernames, passwords, and/or PINs from the entity holding the account, the ability to reset passwords as

necessary and to otherwise manage my accounts including cancelling, extending contracts, negotiating contracts and resolving disputes involving the online accounts.

21. AGENT is also authorized, if I have initialed the specific act below, to:

Initial:

(J.F) a. make gifts to charitable organizations or to or in trust for my spouse or any descendant of mine in connection with estate, gift, generation-skipping transfer, income, or other tax planning for me or to qualify me for any government assistance program; provided, however, that no gift may be made to AGENT other than for AGENT's health and maintenance or to discharge AGENT's legal obligations.

(J.F) b. consent to any gift, use any gift-splitting provision or tax election, and pay gift taxes, but only if in furtherance of my estate plan or my desire to minimize taxes.

(J.F) c. create one or more inter vivos trusts of which I am an income or principal beneficiary.

(J.F) d. with respect to a trust created by or on behalf of the PRINCIPAL, amend, modify, revoke, or terminate a trust created by me or on my behalf, but only if the trust instrument explicitly provides for amendment, modification, revocation, or termination by the settlor's agent.

(J.F) e. create or change rights of survivorship.

(J.F) f. create or change a beneficiary designation.

(J.F) g. waive the PRINCIPAL's right to be a beneficiary of a joint and survivor annuity, including a survivor benefit under a retirement plan.

(J.F) h. renounce or disclaim any powers of appointment or property passing to me

by testate or intestate succession or by inter vivos transfer.

22. To change bank and/or credit union account titles and /or create new bank accounts so as to place my income from Social Security and/or pensions or other income in one or more automatic deposit accounts in the name of any Trust created for my benefit above and to deal in said accounts as Trustee pursuant to said Trust Agreement.

23. to sign any and all forms and documents necessary to have all of my Social Security and pension benefits automatically deposited in the account or accounts created pursuant to this durable power of attorney.

24. To make, execute and deliver assignments of any right of support I may have against my spouse to any agency of the State if my AGENT deems it necessary for me to obtain government benefits.

25. To enter into transactions which secure caregivers or health care services or advocacy services on my behalf, even if the transaction is with my agent.

26. Without any limitation or regard to the physician/patient privilege and in waiver thereof, to have free access to and receive, inspect, and review without limitation, all medical records, charts, diagnosis and laboratory results, Xrays and MRI results, hospital and physician records, or any other information, and make inquiry of any and all doctors, nurses, surgeons, or any other health care providers, as to any medical condition whenever my said agent may deem same to be advisable, and to authorize, consent, withdraw, withhold or arrange for any health, mental health, medical, surgical, therapeutical or life-prolonging procedures, including the administration of drugs, experimental procedures, or electrical shock therapy; provided that, if, at the time a decision on my behalf is required, it is determined that I have executed a valid Designation of Health Care Surrogate, then such designee shall have priority over my agent for purposes of making any such decision authorized or contemplated by this paragraph and by statute.

27. In addition to the powers enumerated herein, my agent shall have the power and authority to serve as personal representative for all purposes of the Health Insurance Portability And Accountability Act of 1996, Public Law 104-191, 104th Congress; 45CFR 160-164.

28. To sign all contracts, obligations and admission papers for life care facilities, adult congregate living facilities, hospitals, doctors care and, if necessary, nursing home, on my behalf.

29. In the event that I am found to be legally incapacitated by a court of competent jurisdiction, my agent may exercise all of my rights on my behalf that the court has removed, thereby eliminating the need for a guardian to be appointed over my person or my property.

30. To act for me and in my name and right with regard to any annuities and/or policies of insurance including, but not limited to, the right to access account information, to cash in or borrow against a policy held in my name or for which I am a beneficiary, and to redeem or purchase any such policy in my name, and to exercise any right, privilege or option which I may have thereunder or pertaining thereto.

Interpretation and Governing Law. This instrument is to be construed and interpreted as a general durable power of attorney. This instrument is executed and delivered in the State of Florida, and the laws of Florida shall govern all questions as to the validity of this power and the construction of its provisions. However, it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property.

Third-Party Reliance. Third parties may rely on the representations of AGENT as to all matters relating to any power granted to AGENT, and no person who may act in reliance on the representations of AGENT shall incur any liability to me or to my estate, beneficiaries, or joint owners as a result of permitting AGENT to exercise any power prior to receipt of a written notice of revocation, suspension, petition to determine my incapacity, partial or complete termination of this power, or my death. Any third party may rely on a duly executed counterpart of this instrument, or a copy certified by AGENT to be a true copy of the original hereof, as fully and completely as if such third party had received the original of this instrument.

Disability of Principal. This durable power of attorney is not terminated by my subsequent incapacity, except as provided in section 709, Florida Statutes, or any successor provision of law.

IN WITNESS WHEREOF, I have set my hand and seal on November 16th, 2011.

Josephine Tringali
JOSEPHINE TRINGALI
Principal

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

Jeanett Adams
Jeanett Adams
1550 Nectarine St., Fernandina Beach, FL 32034
Witness

Jannis Thompson
Jannis Thompson
20 South 5th St., Fernandina Beach, FL 32034
Witness

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on November 16th, 2011 by **JOSEPHINE TRINGALI**, who identified this instrument as his Durable Power of Attorney and signed the instrument willingly. **JOSEPHINE TRINGALI** is personally known to me or has produced _____ as identification.

Jannis Thompson
Notary Public - State of Florida
(Seal)

JANNIS THOMPSON
MY COMMISSION # DD881706
EXPIRES: June 28, 2013
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

ANTHONY J. TRINGALI

REVOCABLE TRUST

THE LAW OFFICE OF KRISTEN D. DRAKE, P.A.
Fernandina Beach, Florida

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ANTHONY J. TRINGALI REVOCABLE TRUST

I, Anthony J. Tringali, as Grantor, hereby create the Anthony J. Tringali Revocable Trust ("the Trust") on March 27, 2017. I am the trustee of this Trust and, in that capacity, I and my successors are collectively referred to in this Trust as the "Trustees."

ARTICLE 1
FAMILY

I am not married and I have no children. I am a citizen of the United States. I have a sister, Josephine Tringali. I have twelve nieces and nephews, Francesca Smith, Margaret Williams, Michael Williams, Phyllis Beaman, Carolyn Burrell, Patricia Saunders, Philip A. Sapp, David W. Sapp, Mary Thompson, Glenda Luckie, Sandra Jubito and Elizabeth Benson. References to "my nieces and nephews" mean my nieces and nephews named above.

ARTICLE 2
TRANSFERS TO TRUST

I hereby hold as Trustee Ten Dollars ($10), which together with any assets later added to this Trust are referred to as the "Trust Estate." Any person may transfer assets to the Trust Estate, if the Trustees agree to accept them. Unless otherwise specified in writing at the time of the transfer, those assets will be held as provided in this Trust. The Trustees accept the responsibility of the Trustees, acknowledge receipt of the current Trust assets, and agree to hold the Trust Estate as set forth in this Trust.

ARTICLE 3
RESERVED RIGHTS

I reserve the following personal rights with respect to the Trust during my lifetime:

- To amend or revoke this Trust;
- To remove a Trustee and to designate a new Trustee;
- To withdraw assets, whether income or principal, from the Trust Estate;
- To require changes in the investments of the Trust Estate, but investments made by me are not subject to review by the Trustees unless my personal rights are suspended under Section 3.2;
- To direct the Trustees to perform any act of administration, whether or not contrary to the terms of the Trust; and
- To direct the Trustees to make distributions during my lifetime to any person named by me.

3.1 By Whom Exercisable. Except as provided below, all rights described above may be exercised only by me personally, from time to time, subject to the following: all exercises of these powers must be evidenced by a written instrument I signed, the existence of which has been communicated to the Trustees, and any amendment of the Trust that contains "testamentary aspects" as defined in Section 736.0403 of the Florida Statutes or a revocation of the Trust must be executed with the formalities of a Will in Florida. These powers, and any other powers conferred by law on a trust grantor, may not be exercised by any guardian who may be appointed for me or by an attorney-in-fact for me, except that my legal guardian may amend (but not revoke) this Trust only to the extent necessary to preserve a tax deduction, exemption, or credit consistent with my beneficial intentions as stated in this Trust. The Trustees are to be held harmless and indemnified from any liability for any of their actions or omissions made in reliance on my actions or instructions under this article.

3.2 Suspension of Rights. My personal rights under this article will be suspended immediately if I become disabled. For these purposes, my disability is determined as follows:

(a) Court Decision. If I am determined to be incapacitated by a court having jurisdiction, my personal rights reserved in this article will be suspended until my legal capacity is restored.

(b) Private Decision. In the absence of a judicial determination, if the next successor Trustees reasonably believe that I am suffering from any mental or physical disability that would affect my judgment concerning management of the Trust, and if they obtain written confirmation of that opinion from my physician, they may give me written notice to that effect. Upon delivery to me of that written notice, my personal rights reserved in this article will be suspended immediately and the named successor Trustees will serve until my legal capacity is determined by a court or until the persons entitled to give such written notice rescind it.

(c) Other Facts. My personal powers will be suspended if the Trustees (or the successor Trustees, if applicable) receive credible and timely evidence that I have disappeared, am unaccountably absent, or am being detained under duress so that I am unable to look after my financial interests.

(d) HIPAA. For purposes of this Section 3.2, I appoint the next successor Trustees as my personal representative under 45 CFR § 164.502(g), a portion of the regulations implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), to demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege, or any similar privilege, including all records subject to, and protected by, HIPAA.

3.3 Homestead Rights. Despite any other provision of this Trust, I reserve the right to reside on any real property owned by the Trust during my lifetime. I will be entitled to claim any available homestead tax exemption for any real property in the Trust, and, for purposes of that exemption, my interest in such property will be deemed an interest in real property and not an interest in personal property. This provision does not restrict the Trustees from selling, leasing, or encumbering that property without my joinder in any deed or other instrument.

ARTICLE 4
PAYMENTS DURING MY LIFETIME

The Trustees shall make the following payments during my lifetime:

4.1 For My Benefit. The Trustees shall pay to me or apply for my benefit (without obligation to any guardian who may be appointed for me) any income and principal that the Trustees in their discretion deem necessary or advisable for my best interests. The Trustees in their discretion also may make payments to one or more trusts in which I am a beneficiary, or may create a separate trust for my benefit.

4.2 Intent. The Trustees are authorized to provide for the finest available support and health care for me, even if this leaves no assets of the Trust remaining for other beneficiaries.

4.3 Gifts. If my personal rights are suspended as provided in Article 3, I authorize the Trustees to make gifts from the Trust Estate during my lifetime for estate planning purposes, or to distribute amounts to my legally appointed guardian or to my attorney-in-fact for those purposes, subject to the following rules:

(a) Recipients. The gifts may be made only to Josephine Tringali or to trusts for her benefit.

(b) Trustee Limited. When a person eligible to receive gifts is serving as Trustee, he or she may not participate in making any distributions to himself or herself, and the remaining Co-Trustees will act alone, if at all; if that person is the sole Trustee, he or she may appoint an Independent Trustee who will have full discretion to make those distributions, if it determines they are appropriate. An Independent Trustee appointed under this Section 4.3(b) will have no other duties. This provision does not apply to gifts made to that person before he or she began serving as Trustee.

ARTICLE 5
DISTRIBUTIONS AFTER MY DEATH

Upon my death and after making provision for the payments under Article 12, the Trustees shall distribute the remaining Trust Estate as follows:

5.1 Gifts Under Will. If my Will makes a gift of a specific asset that is held in this Trust when I die, and if this Trust does not make a specific gift of that asset, the Trustees shall distribute that asset to the beneficiary named in my Will. If my Will gives my residuary probate estate to this Trust, and if my probate estate is insufficient to satisfy any other preresiduary gift under my Will, the Trustees shall satisfy the balance of that gift from the Trust.

5.2 Residuary Trust Estate. The Trustees shall distribute all the remaining Trust Estate to Josephine Tringali, subject to Article 6. If Josephine Tringali fails to survive, her share is to be distributed in equal shares to my nieces and nephews.

ARTICLE 6
TRUST FOR JOSEPHINE TRINGALI

If any share of the Trust Estate would otherwise pass outright to Josephine Tringali ("Josephine"), that share is to be held instead by the Trustees in a separate trust under the following terms and conditions:

6.1 Discretionary Distributions. The Trustees may pay or apply for the benefit of Josephine for her lifetime such amounts from the principal or income, or both, of this trust (up to the entire trust) as the Trustees, in their discretion, deem necessary or advisable for the satisfaction of Josephine's special non-support needs. Any income not distributed will be added annually to principal. As used in this instrument, "special non-support needs" refers to the requisites for maintaining Josephine's good health, safety, and welfare when, in the discretion of the Trustees, those requisites are not being provided by any public agency, office, or department of the state where she lives or of the United States, or are not otherwise being provided by other sources of income available to her. Payment for such special non-support needs can only supplement governmental or private assistance or benefits programs and cannot replace them. Special non-support needs include, but are not limited to, the following list of suggested items: basic living needs for which funds are otherwise unavailable; sophisticated medical or dental or diagnostic work or treatment for which funds are otherwise unavailable, including plastic surgery or other non-necessary medical procedures; private rehabilitative training; dental care; recreation and transportation; differentials in cost between housing and shelter for shared and private rooms in institutional settings; physical modifications or construction of housing for Josephine including modification or adaptation of her existing home or living facilities; supplemental nursing care and similar care that assistance programs may not otherwise provide; telephone and television service; periodic excursions and payments to third parties to accompany Josephine; companions for travel, reading, driving, and cultural experiences; and payments to bring her siblings or others for visitation if the Trustees deem that appropriate and reasonable.

6.2 Trustees' Discretion to Seek Assistance. The Trustees are authorized to seek support and maintenance for Josephine from all available public and private resources. The Trustees shall take into consideration the applicable resources and income limitations of any public assistance program for which Josephine is eligible. In carrying out the provisions of this trust, the Trustees shall be mindful of the probable future needs of Josephine, and not of the remainder beneficiaries.

6.3 Eligibility for Governmental Assistance. No part of the principal of the trust created by this article may be used to supplant or replace public assistance benefits of any county, state, federal, or other governmental agency that has a legal responsibility to serve persons with disabilities that are the same or similar to those which Josephine may be experiencing. For purposes of determining Josephine's public assistance eligibility, no part of the principal or undistributed income of the trust will be considered to be available to her. If the Trustees are requested to use assets of the trust to or on behalf of Josephine to pay for benefits or services which such public assistance is otherwise authorized to provide but for the existence of this trust, or if the Trustees are requested to petition a court or any other administrative agency for the use of trust principal or income for this purpose, the Trustees are authorized to deny that request. The Trustees are authorized, in their discretion, to take whatever administrative or

judicial steps may be necessary to continue the public assistance program eligibility of Josephine, including obtaining instructions from a court of competent jurisdiction ruling that the trust assets are not available to Josephine for eligibility purposes. Further, the Trustees should cooperate with Josephine's conservator, guardian, or legal representative to seek support and maintenance for her from all available sources, including, but not limited to, the Supplemental Security Income Program (SSI); the Old Age Survivor and Disability Insurance Program (OASDI); the Medicaid Program; any additional, similar, or successor programs; and from any private support sources. Any expense of the Trustees, including reasonable attorney's fees, will be charged to the trust as an administrative expense.

6.4 Best Care Available. It is important that Josephine maintain a high level of dignity and that her care be humane. If this trust were to be invaded by creditors, subjected to liens or encumbrances, or cause assistance benefits to be unavailable or terminated, it is likely that the trust principal would be depleted prior to her death, especially if her cost of care is high. In that event, there would be no coverage for emergencies or supplementation to basic needs. The provisions of this article are to be interpreted in light of these concerns and this intent.

6.5 Termination of Trust. If this trust renders Josephine ineligible for any program of public benefit, the Trustees in their discretion may terminate this trust. Upon the death of Josephine, or upon the earlier termination of the trust by the Trustees, the Trustees shall pay any estate and generation-skipping taxes imposed on this separate trust, and distribute all remaining principal and any undistributed income in equal shares to my nieces and nephews.

ARTICLE 7
STANDBY TRUST

If any assets are distributable under this Trust (other than by exercise of a power of appointment) to a person who has not then reached age 21, or who in the judgment of the Trustees is under a disability, the Trustees will hold that person's share in trust for his or her benefit. In determining a person's disability, the Trustees may rely conclusively upon the opinion of a medical doctor retained by them to make such a determination. The Trustees may pay to that person or apply for his or her benefit any income and principal of this separate trust that the Trustees in their discretion deem necessary or advisable for the person's health, education, support, and maintenance. When the person reaches age 21 or when that person's disability, in the judgment of the Trustees, ceases to exist, the Trustees shall distribute the remaining assets of this separate trust to that person. If that person dies before complete distribution of this separate trust, the remaining trust assets are to be distributed, subject to this article:

(a) to that person's descendants, per stirpes; or if none,

(b) to my nieces and nephews in equal shares.

This article is to be effective only and is limited in duration to the extent that it does not result in any violation of any applicable rule against perpetuities or similar law.

ARTICLE 8
SUCCESSOR TRUSTEE

After my death or disability, I appoint David W. Sapp as the successor Trustee of all trusts created by this Trust. If he fails or ceases to serve, I appoint Sandra Jubito to serve as successor Trustee.

ARTICLE 9
PROVISIONS GOVERNING TRUSTEES

The following provisions apply to all Trustees appointed under this Trust, including me while I serve as Trustee:

9.1 Incapacity of Trustee. If my personal rights are suspended as provided in Article 3, I will cease to serve as Trustee while those rights are suspended.

(a) Disability. If any other Trustee becomes disabled (as defined in this Trust), he or she will immediately cease to act as Trustee.

(b) Suspension. For purposes of this Section 9.1, if a Trustee fails to sign a release of relevant medical information necessary to determine his or her capacity, that Trustee will be suspended 30 days after the request for such a release is delivered to him or her by the named successor Trustee, or if none, by the persons then entitled to appoint a successor Trustee.

(c) Reinstatement. If a Trustee who ceases to serve because of a disability, or who is suspended as provided above, thereafter recovers from that disability or consents to the release of relevant medical information, he or she may elect to become a Trustee again by giving written notice to the then serving Trustees, and the last Trustee who undertook to serve will then cease to be a Trustee until another successor Trustee is required.

9.2 Resignation. Any Trustee may resign by giving 30 days' written notice delivered personally or by mail to any then serving Co-Trustee and to me if I am then living and not disabled; otherwise to the next named successor Trustee, or if none, to the persons having power to appoint successor Trustees.

9.3 Power to Name Other Trustees. Whenever a successor Trustee is required and that position is not filled under the terms specified in this Trust, an individual Trustee ceasing to serve (other than a Trustee being removed) may appoint his or her successor, but if none is appointed, a majority of the permissible current income beneficiaries, including the natural or legal guardians of any beneficiaries who are then disabled, shall appoint one or more successor Trustees (any of whom may be one of the persons making the appointment), and may appoint at any time one or more Co-Trustees to serve with a Trustee. The appointment will be by a written document (including a testamentary instrument) delivered to the appointed Trustee and to me, but if I am deceased or disabled, to all other persons specified in this Section 9.3.

9.4 Powers of Successor Trustees. Successor Trustees will have all powers granted to the original Trustees. Unless a Co-Trustee continues to serve, a Trustee ceasing to serve for

any reason has the duties and powers necessary to protect the Trust Estate until it is delivered to a successor Trustee.

9.5 Accountings. Unless waived, accountings must be given to Qualified Beneficiaries at least annually (quarterly if a Corporate Trustee is serving), as provided in Sections 736.0813 and 736.08135 of the Florida Statutes. The written approval by a beneficiary (individually or by representation) of an accounting will be final and binding upon that beneficiary and all persons represented by him or her as to all matters disclosed in that accounting. In any event, if a beneficiary (or his or her representative) fails to object to an accounting within six months of receiving it, that beneficiary's approval is conclusively presumed. A successor Trustee may require the prior Trustee to render a full and final accounting. The Trustee shall provide all other information required under Section 736.0813 of the Florida Statutes, unless waived as permitted in that section, and the limitations on proceedings against the Trustee as specified in Section 736.1008 of the Florida Statutes will apply, despite any other provision of this section.

9.6 Acts by Other Fiduciaries. The Trustees shall take reasonable steps to compel a former Trustee or other person to deliver trust property to the Trustee, but otherwise are not required to question any acts or failures to act of the fiduciary of any other trust or estate, and will not be liable for any prior fiduciary's acts or failures to act. The Trustees can require a beneficiary who requests an examination of another fiduciary's actions or omissions to advance all costs and fees incurred in the examination, and if the beneficiary does not, the Trustees may elect not to proceed or may proceed and offset those costs and fees directly against any payment that would otherwise be made to that beneficiary.

9.7 Court Supervision. I waive compliance by the Trustees with any law requiring bond, registration, qualification, or accounting to any court.

9.8 Compensation. Each Trustee is entitled to be paid reasonable compensation for services rendered in the administration of the Trust. Reasonable compensation for a Corporate Trustee will be its published fee schedule in effect when its services are rendered unless otherwise agreed in writing, and except as follows. Any fees paid to a Corporate Trustee for making principal distributions, for termination of the trust, and upon termination of its services must be based solely on the value of its services rendered, not on the value of the trust principal. During my lifetime the Trustees' fees are to be charged wholly against income (to the extent sufficient), unless directed otherwise by me in writing.

9.9 Indemnity. Any Trustee who ceases to serve for any reason will be entitled to receive (and the continuing Trustees shall make suitable arrangements to provide) reasonable indemnification and security to protect and hold that Trustee harmless from any damage or liability of any nature that may be imposed upon it because of its actions or omissions while serving as Trustee. This protection, however, does not extend to a Trustee's negligent actions or omissions that clearly and demonstrably result in damage or liability. A prior Trustee may enforce these provisions against the current Trustees or against any assets held in the Trust, or if the prior Trustee is an individual, against any beneficiary to the extent of distributions received by that beneficiary. This indemnification right will extend to the estate, personal representatives, legal successors, and assigns of a Trustee.

ARTICLE 10
SURVIVAL PROVISIONS

If any beneficiary is required to survive me or another person to receive a distribution, and if the beneficiary does not survive me or that other person by 90 days, or if that beneficiary cannot be located within one year after my or that other person's death despite reasonable attempts by the Trustees to locate that beneficiary, the beneficiary will be treated as if he or she died before me or that other person.

ARTICLE 11
PROTECTION OF INTERESTS

The interest of any beneficiary under this Trust, in both income or principal, may not be voluntarily or involuntarily anticipated, alienated, or in any other manner assigned by the beneficiary and will not be subject to any legal process, bankruptcy proceedings, or the interference or control of the beneficiary's creditors or others.

ARTICLE 12
PAYMENTS OF EXPENSES AND TAXES

The Trustees are authorized in their discretion to use the principal and income of the Trust as they deem necessary or advisable for the payment of any legally enforceable obligations, costs of my last illness and funeral, and any estate transmission and management expenses incurred in the administration of my estate and this Trust. The Trustees shall pay, directly or to my Personal Representatives, all estate or inheritance taxes in the order and manner prescribed by law. In paying these obligations, expenses, and taxes, the following will apply:

12.1 Method of Payment. The Trustees may rely on a certification by my Personal Representatives as to the amount of those expenses and taxes. The Trustees may make payment directly or to my Personal Representatives, as my Personal Representatives request. The Trustees will be held harmless from any liability in making payments as so directed.

12.2 Excluded Property. If any funds become available to the trustees of any trust, including without limit, life insurance, qualified employee benefit plans, individual retirement accounts, or other property from sources specified in Section 2039 of the Internal Revenue Code, and those funds are not otherwise included in my gross estate for federal estate tax purposes, then none of those funds may be used to pay, directly or indirectly, any debts, taxes, or expenses of mine or my estate.

ARTICLE 13
FIDUCIARY POWERS

I grant to the Trustees full power to deal freely with any property in the Trust. The Trustees may exercise these powers independently and without the approval of any court. No person dealing with the Trustees need inquire into the propriety of any of their actions or into the application of any funds or assets. The Trustees however, shall exercise all powers in a fiduciary capacity in good faith, as a prudent person would using reasonable care, skill, and caution, for the best interest of the beneficiaries of any trust created in this Trust. Without limiting the

generality of the foregoing, the Trustees are given the following discretionary powers in addition to any other powers conferred by law:

13.1 Type of Assets. Except as otherwise provided to the contrary, to hold funds uninvested for such periods as the Trustees deem prudent, and to invest in any assets the Trustees deem advisable even though they are not technically recognized or specifically listed in so-called "legal lists," without responsibility for depreciation or loss on account of those investments, or because those investments are non-productive, as long as the Trustees act in good faith.

13.2 Original Assets. Except as otherwise provided to the contrary, to collect and retain the original assets they receive for as long as they deem best, and to dispose of those assets when they deem advisable, even though such assets, because of their character or lack of diversification, would otherwise be considered improper investments for the Trustees.

13.3 Tangible Personal Property. To receive and hold tangible personal property; to pay or refrain from paying storage and insurance charges for such property; and to permit any beneficiaries to use such property without either the Trustees or beneficiaries incurring any liability for wear, tear, and obsolescence of the property.

13.4 Financial Accounts. To deposit trust money in one or more accounts in regulated financial service institutions, including but not limited to banks, savings institutions, and brokerage houses, and to draw checks, drafts, or other forms of withdrawal, including electronic transfers, from those accounts.

13.5 Specific Securities. To invest in assets, securities, or interests in securities of any nature, whether obtained in domestic or foreign markets, including (without limit) precious metals, and currencies; to invest in mutual or investment funds, including funds for which the Trustees or any affiliate performs services for additional fees, whether as manager, custodian, transfer agent, investment advisor or otherwise, or in securities distributed, underwritten, or issued by the Trustees, their affiliates, or syndicates of which they are a member and I specifically authorize the Trustee to invest in the instruments described in Section 736.0802(5) of the Florida Statutes (including assets other than qualified investment instruments) without notice to or consent from any beneficiary; to trade on credit or margin accounts (whether secured or unsecured); and to pledge assets of the Trust Estate for that purpose.

13.6 Property Transactions. To buy, sell, pledge, exchange, or lease any real or personal property, publicly or privately, for cash or credit, without court approval and upon the terms and conditions that the Trustees deem advisable; to execute deeds, leases, contracts, bills of sale, notes, mortgages, security instruments, and other written instruments; to grant, acquire, or exercise options; to abandon or dispose of any real or personal property in the Trust which has little or no monetary or useful value, after notifying the beneficiaries or their legal representatives; to improve, repair, insure, subdivide and vacate any property; to erect, alter or demolish buildings; to adjust boundaries; and to impose easements, including conservation easements, restrictions, and covenants as the Trustees see fit. An instrument described in this section will be valid and binding for its full term even if it extends beyond the full duration of the Trust.

13.7 Borrow Money. To borrow money from any source (including the Trustees in their nonfiduciary capacity), to guarantee indebtedness, and to secure the loan or guaranty by mortgage or other security interest.

13.8 Maintain Assets. To expend whatever funds they deem proper for the preservation, maintenance, or improvement of assets. The Trustees in their discretion may elect any options or settlements or exercise any rights under all insurance policies that they hold. However, no fiduciary who is the insured of any insurance policy held in the Trust may exercise any rights or have any incidents of ownership with respect to the policy, including the power to change the beneficiary, to surrender or cancel the policy, to assign the policy, to revoke any assignment, to pledge the policy for a loan, or to obtain from the insurer a loan against the surrender value of the policy. All such power is to be exercised solely by the remaining Trustees, if any, or if none, by a special fiduciary appointed for that purpose by a court having jurisdiction.

13.9 Digital Assets and Accounts. As provided in and in furtherance of the Florida Fiduciary Access to Digital Assets Act ("FFADAA"), to access and control communications intended for me, and communicate on my behalf, whether by mail, electronic transmission, telephone, or other means; to access and control all of my accounts involving web-based communications or storage and web-hosted media, including but not limited to emails, messages, blogs, subscriptions, pictures, videos, e-books, audiobooks, memberships in organizations or commercial enterprises, and all forms of social media, whether or not those require a user name and password for access, even to the extent of compelling the provider to reset my information to data of my Agent's choosing, all in keeping with the Electronic Communications Privacy Act of 1986, the Computer Fraud and Abuse Act of 1986, and FFADAA, as those may be amended; and to hold, control, and have access to and the use of any digital asset (as defined in FFADAA) held by any kind of computing or digital storage device or service.

13.10 Insurance. To obtain property, casualty, liability or any other insurance for the Trust, including insurance for the Trustees and their agents against damage or liability arising from administration of the Trust.

13.11 Advisors. To employ and compensate attorneys, accountants, advisors, financial consultants, managers, agents, and assistants (including any individual or entity who provides investment advisory or management services, or who furnishes professional assistance in making investments for the Trust) without liability for any act of those persons, if they are selected and retained with reasonable care. Fees may be paid from the Trust Estate even if the services were rendered in connection with ancillary proceedings. The Trustees may serve in any of these capacities and be compensated separately for their services in each.

13.12 Indirect Distributions. To make distributions, whether of principal or income, to any person under age 21 or to any person the Trustees reasonably believe is disabled according to the terms of this Trust by (i) making distributions directly to that person whether or not that person has a guardian; to the parent, guardian, or spouse of that person; to a custodial account established by the Trustees or others for that person under an applicable Uniform Gift to Minors Act or Uniform Transfers to Minors Act; to any adult who resides in the same household with that person or who is otherwise responsible for the care and well-being of that person; (ii)

managing the amount as a separate fund on that person's behalf, subject to his or her continuing right to withdraw that amount; or (iii) applying any distribution for the benefit of that person in any manner the Trustees deem proper. The receipt of the person to whom payment is made will constitute full discharge of the Trustees with respect to that payment.

13.13 Non-Pro Rata Distribution. To make any division or distribution in money or in kind, or both, without allocating the same kind of property to all shares or distributees, and without regard to the income tax basis of the property. Any division will be binding and conclusive on all parties.

13.14 Nominee. Except as prohibited by law, to hold any assets in the name of a nominee without disclosing the fiduciary relationship; to hold the property unregistered, without affecting its liability; and to hold securities endorsed in blank, in street certificates, at a depository trust company, or in a book entry system.

13.15 Custodian. To employ a custodian or agent ("the Custodian") located anywhere within the United States, at the discretion of the Trustees but at the expense of the Trust, whether or not such Custodian is an affiliate of the Trustees or any person rendering services to the Trust; to register securities in the name of the Custodian or a nominee thereof without designation of fiduciary capacity; and to appoint the Custodian to perform such other ministerial functions as the Trustees may direct. While such securities are in the custody of the Custodian, the Trustees will be under no obligation to inspect or verify such securities nor will the Trustees be responsible for any loss by the Custodian.

13.16 Administer Claims. To contest, compromise, arbitrate, or otherwise adjust claims in favor of or against the Trust, including paying those claims in full; to agree to any rescission or modification of any contract or agreement; and to refrain from instituting any suit or action unless indemnified for reasonable costs and expenses.

13.17 Corporate Rights. To vote and exercise any option, right, or privilege to purchase or to convert bonds, notes, stock (including shares or fractional shares of stock of any Corporate Trustee), securities, or other property; to borrow money for the purpose of exercising any such option, right, or privilege; to delegate those rights to an agent; to enter into voting trusts and other agreements or subscriptions; to participate in any type of liquidation or reorganization of any enterprise; and to write and sell covered call options, puts, calls, straddles, or other methods of buying or selling securities, as well as all related transactions.

13.18 Business Interests. To hold interests in sole proprietorships, general or limited partnerships, joint ventures, business trusts, land trusts, limited liability companies, and other domestic and foreign forms of organizations; and to exercise all rights in connection with such interests as the Trustees deem appropriate, including any powers applicable to a non-admitted transferee of any such interest.

13.19 Self-Dealing. To exercise all their powers even though they may also be acting individually or on behalf of any other person or entity interested in the same matters. The Trustees, however, shall exercise these powers at all times in a fiduciary capacity, primarily in the interest of the beneficiaries of the Trust. Despite any other provision of this Trust, no Trustee

may participate in the decision to make a discretionary distribution that would discharge a legal support obligation of that Trustee. No Trustee who has made a disclaimer, either individually or as a Trustee, may exercise any discretion in determining the recipient of the disclaimed property, except pursuant to an ascertainable standard. All power to make such unlimited distributions, or to determine recipients of disclaimed property, will be exercised solely by the remaining Trustees, if any, or if there are no other Trustees then serving, by the person or persons named to serve as the next successor Trustee, or if there are none, by a special Trustee appointed for that purpose by a court having jurisdiction.

13.20 Elections. If no Personal Representative is serving for my estate, and to the extent permitted by law, to perform in a fiduciary capacity any act and make any and all decisions or elections under state law or the Internal Revenue Code on behalf of me or my estate, including but not limited to, claiming the whole or any part of the expenses of administration as income tax deductions for my estate or this Trust, electing the marital deduction in whole or in part, making allocations of my exemption from the federal generation-skipping transfer tax, adopting alternate values for estate tax purposes, and selecting taxable years and dates of distribution. The Trustees are specifically excused from making equitable adjustments among beneficiaries because of any election.

13.21 Qualified Property. To manage any qualified real property or qualified family-owned business interests so as to avoid imposition of the additional estate tax under Sections 2032A or 2057 of the Internal Revenue Code, and to furnish security for the payment of any additional estate taxes imposed under those sections.

13.22 Expenses. To pay all expenses of administration for the Trust Estate, including all taxes, assessments, compensation of the Trustees and their employees and agents, and reimbursements for expenses advanced (with interest as appropriate).

13.23 Terminate Small Trusts. After my death, to exercise their discretion, without court approval, to refrain from funding or to terminate any trust whenever the value of the principal of that trust would be or is too small to administer economically, and to distribute the remaining principal and all accumulated income of the trust to include the types of distributions described in Section 13.12 to the beneficiaries then entitled to receive income in proportion to their shares of that income (or on a per capita basis if their shares are not fixed) in a manner consistent with the purposes of the Trust. The Trustees shall exercise this power to terminate in their discretion as they deem prudent for the best interest of the qualified beneficiaries at that time. This power cannot be exercised by any beneficiary, either alone or in conjunction with any other Trustee, but must be exercised solely by the other Trustee, or if none, by a special Trustee appointed for that purpose by a court having jurisdiction.

13.24 Allocations to Income and Principal. To treat premiums and discounts on bonds and other obligations for the payment of money in accordance with either generally accepted accounting principles or tax accounting principles and, except as otherwise provided to the contrary, to hold nonproductive assets without allocating any principal to income, despite any laws or rules to the contrary. The Trustees in their discretion may exercise the power described in Section 738.104 of the Florida Statutes to adjust between principal and income, as appropriate, including the allocation of some or all of the net capital gain to the beneficiaries as if it were

fiduciary accounting income. The Trustees in their discretion may treat any discretionary distributions of principal as being paid first from realized capital gains. In addition, the Trustees may convert any income interest into a unitrust interest, or a unitrust interest to an income interest, as they see fit, all as provided in Section 738.1041 of the Florida Statutes, despite any provision of those sections to the contrary.

13.25 Use of Income. Except as otherwise provided in this Trust, and in addition to all other available sources, to exercise their discretion in the use of income from the assets of the Trust to satisfy the liabilities described in this Trust, without accountability to any beneficiary.

13.26 Sever or Join Trusts. To sever any trust on a fractional basis into two or more separate trusts, and to segregate by allocation to a separate account or trust a specific amount from, a portion of, or a specific asset included in any trust. The Trustees may consolidate two or more trusts (including trusts created by different transferors) having substantially the same beneficial terms and conditions into a single trust. The Trustees may take into consideration differences in federal tax attributes and other pertinent factors in administering any separate account or trust, in making applicable tax elections, and in making distributions. A trust created by severance or consolidation will be treated as a separate trust for all purposes from the date on which the severance or consolidation is effective (which may be before the exercise of this power), and will be held on the same beneficial terms and conditions as those before the severance or consolidation. Income earned on a consolidated or severed amount, portion, or specific asset after the consolidation or severance is effective will pass with that amount, portion, or specific asset.

13.27 Consolidated Funds. Unless inconsistent with other provisions of this Trust, to hold two or more trusts or other funds in one or more consolidated funds, in which the separate trusts or funds have undivided interests, except that an accounting must be rendered to each trust showing its undivided interests in those funds.

13.28 Valuations. In making distributions or allocations under the terms of this Trust to be valued as of a particular date, to use asset valuations obtained for a date reasonably close to that particular date (such as a quarterly closing date before or after that date) if, in the Trustees' judgment, obtaining appraisals or other determinations of value on that date would result in unnecessary expense, and if in the Trustees' judgment, the fair market value as determined is substantially the same as on that actual date. This paragraph will not apply if valuation on a specific date is required to preserve a qualification for a tax benefit, including any deduction, credit, or most favorable allocation of an exemption.

13.29 Incorporation. To incorporate any business or venture, and to continue any unincorporated business that the Trustees determine to be not advisable to incorporate.

13.30 Delegation. To delegate periodically among themselves the authority to perform any act of administration of any trust.

13.31 Loans; Advances. To make loans to anyone under commercially reasonable terms, and to make cash advances or loans to beneficiaries, with or without security. The Trustees may retain a lien on future distributions to a beneficiary to repay those loans.

13.32 Election of Benefits. To select a mode of payment under any employee benefit or retirement plan, annuity, or life insurance payable to the trustee, exercise rights under such plan, annuity, or insurance, including exercise of the right to indemnification for expenses and against liabilities, and take appropriate action to collect the proceeds.

13.33 Investment Manager. To employ any investment management service, financial institution, or similar organization to advise the Trustees and to handle all investments of the Trust and to render all accountings of funds held on its behalf under custodial, agency, or other agreements. If the Trustees are individuals, these costs may be paid as an expense of administration in addition to fees and commissions.

13.34 Depreciation. To deduct from all receipts attributable to depreciable property a reasonable allowance for depreciation, computed in accordance with generally accepted accounting principles consistently applied.

13.35 Disclaim Assets or Powers. To disclaim any assets otherwise passing or any fiduciary powers pertaining to any trust created hereunder, by execution of an instrument of disclaimer meeting the requirements of applicable law generally imposed upon individuals executing disclaimers. No notice to or consent of any beneficiary, other interested person, or any court is required for any such disclaimer, and the Trustees are to be held harmless for any decision to make or not make such a disclaimer. No disclaimer by the Trustees, whether as a fiduciary or as an individual, will cause that person to be treated as having predeceased me for purposes of serving as Trustee.

13.36 Related Parties. To enter into any transaction on behalf of the Trust despite the fact that another party to that transaction may be: (i) a business or trust controlled by the Trustees, or of which the Trustees, or any director, officer, or employee of the Corporate Trustees, is also a director, officer, or employee; (ii) an affiliate or business associate of any beneficiary or the Trustees; or (iii) a beneficiary or Trustee under this Trust acting individually, or any relative of such a party.

13.37 Additional Powers for Income-Producing Real Estate. In addition to the other powers set forth above or otherwise conferred by law, the Trustees have the following powers with respect to any income-producing real property which is or may become a part of the Trust Estate:

- To retain and operate the property for as long as they deem advisable;
- To control, direct, and manage the property, determining the manner and extent of their active participation in these operations, and to delegate all or any part of their supervisory power to other persons that they select;
- To hire and discharge employees, fix their compensation, and define their duties;
- To invest funds in other land holdings and to use those funds for all improvements, operations, or other similar purposes;

- Except as otherwise provided with respect to mandatory income distributions, to retain any amount of the net earnings for working capital and other purposes that they deem advisable in conformity with sound and efficient management; and

- To purchase and sell machinery, equipment, and supplies of all kinds as needed for the operation and maintenance of the land holdings.

13.38 Winding Up. On termination of a trust, to exercise the powers appropriate to wind up the administration of that trust and distribute the remaining assets to the persons entitled to them, and to retain a reasonable reserve for the payment of debts, expenses, and taxes.

ARTICLE 14
PERPETUITIES PROVISION

Despite any contrary provisions of this Trust, the share of each beneficiary will vest (in the beneficiary or his or her estate) immediately prior to the expiration of 90 years after my death. To the extent allowed by law, I permit this Trust to be modified nonjudicially under Section 736.0412 of the Florida Statutes or other applicable law.

ARTICLE 15
ADMINISTRATION AND CONSTRUCTION

15.1 Separate Trusts. This Trust may call for the creation of separate trusts under one or more gifts, such as trusts for separate beneficiaries. If so, those trusts are to arise as of the event creating them, e.g., my death or the death of another person, even if those trusts are not immediately funded or their shares not exactly determined, so as to be considered separate trusts as of that event under all provisions of the Internal Revenue Code.

15.2 Rules for Distributions. In making distributions to beneficiaries under this Trust, the Trustees must use the following criteria.

(a) Other Resources. Whenever the Trustees have the authority to decide how much to distribute to or for the benefit of a beneficiary, the Trustees should make decisions taking into account any information readily available to them about the beneficiary's other available income and resources (including any obligations owed to him or her by any person that are reasonably able to be discharged). The Trustees may rely on financial statements or tax returns from the beneficiary. The Trustees can make payments directly to a beneficiary or to other persons for the beneficiary's benefit, but they do not have to make payments to a court appointed guardian.

(b) Trustees' Decision. Absent clear and convincing evidence of bad faith, the Trustees' decisions as to amounts to be distributed will be final.

(c) Standard of Living. Distributions to a beneficiary for health, education, support, or maintenance are to be based on his or her standard of living, determined as of the date of the distribution.

(d) Unequal Distributions. For any trusts having multiple beneficiaries, distributions may be unequal among them due to differences in their resources, age, health, needs, educational inclinations, and talents. The Trustees may make unequal distributions to or for those beneficiaries without making equalizing adjustments among them, unless specifically provided to the contrary in this Trust.

15.3 Funding Gifts. The following rules will apply to funding gifts under this Trust.

(a) Pecuniary Gifts. All pecuniary gifts under this Trust that are paid by an in-kind distribution of assets must use values having an aggregate fair market value at the date or dates of distribution equal to the amount of this gift as finally determined for federal estate tax purposes.

(b) Adjustments. The Trustees shall select one or more dates of allocation or distribution for purposes of satisfying gifts and funding shares or trusts. The Trustees may make allocations before the final determination of federal estate tax, with those allocations being based upon the information then available to the Trustees, and may thereafter adjust properties among the shares or trusts if it is determined that the allocation should have been made differently.

15.4 Accumulated Income. Any income not distributed to the beneficiaries pursuant to either a mandatory direction or a discretionary power is to be incorporated into principal, at such intervals as the Trustees deem convenient.

15.5 Estate Tax on Included Property. If assets of any trust created under this agreement are included in a beneficiary's estate for federal estate tax purposes, the following will apply.

(a) Appointed Assets. If the beneficiary exercises a power of appointment over those assets, the Trustees are authorized to withhold from those assets the amount of estate taxes apportioned to them by applicable law, if the beneficiary does not make provisions for the payment of those taxes from other sources.

(b) Other Assets. If the beneficiary does not have or does not exercise a power of appointment over those assets, the Trustees will pay the estate taxes attributable to those assets. The estate taxes attributable to those assets will be the amount that the beneficiary's estate taxes are increased over the amount those taxes would have been if those assets had not been included in the beneficiary's gross estate.

(c) Certification and Payment. The Trustees may rely upon a written certification by the beneficiary's personal representative of the amount of the estate taxes, and may pay those taxes directly or to the personal representative of the beneficiary's estate. The Trustees will not be held liable for making payments as directed by the beneficiary's personal representative.

15.6 Transactions With Other Entities. The Trustees may buy assets from other estates or trusts, or make loans to them, so that funds will be available to pay claims, taxes, and expenses. The Trustees can make those purchases or loans even if they serve as the fiduciary of

that estate or trust, and on whatever terms and conditions the Trustees think are appropriate, except that the terms of any transaction must be commercially reasonable.

ARTICLE 16
APPLICABLE LAW; TRUST SITUS

All questions regarding the law to be applied or the appropriate situs of any trust will be governed by the terms of this article as follows:

16.1 Validity; Construction. All matters involving the validity, interpretation, construction, and meaning (or effect) of the Trust created under this instrument are to be governed by Florida law, which is currently my domicile.

16.2 Principal Place of Administration. All matters involving the administration of the Trust created under this instrument are to be governed by Florida law, which is currently my domicile and the initial principal place of administration (the "situs") of those trusts. The Trustees may change the principal place of administration of any trust as provided below.

16.3 Determining Situs. The Trustees will have a continuing duty to administer the Trust at a place appropriate to its purposes and its administration. In exercising this duty, the Trustees should consider the factors specified in Section 736.0108 of the Florida Statutes and the impact of a change to a different situs on the following: state and local taxes; compensation of fiduciaries; investment authority; duties, responsibilities, and liabilities of the Trustees; and any other factor appropriate to the new jurisdiction.

16.4 Transferring Situs. The Trustees, acting from time to time and without court approval, may transfer the situs of the Trust to any jurisdiction within the United States, subject to the notice requirements contained in Section 736.0108(6) of the Florida Statutes.

16.5 Substitute Trustees. If the Trustees are unable or unwilling to serve in the new trust situs, the Trustees may: designate substitute Trustees to act with respect to that property in the new situs; delegate to the substitute Trustees any or all of the powers given to the Trustees; elect to act as advisor to the substitute Trustees and receive reasonable compensation for that service; and remove any acting substitute Trustees and appoint another, or reappoint itself, if appropriate, at will.

ARTICLE 17
MISCELLANEOUS PROVISIONS

17.1 Definitions. As used in this Trust, the following terms have the meanings set forth below:

(a) Fiduciaries.

(1) **Corporate Trustee** means a trustee that is a bank, trust company, or other entity authorized to serve as a trustee under the laws of the United States or any state thereof.

(b) Internal Revenue Code Terms.

(1) **Internal Revenue Code** means the federal Internal Revenue Code of 1986, as amended from time to time, or successor provisions of future federal internal revenue laws.

(2) **Gross estate** means gross estate for federal estate tax purposes as defined in Section 2031 of the Internal Revenue Code.

(3) The terms **health, education, support, and maintenance** are intended to set forth an "ascertainable standard," as described in the Internal Revenue Code and its associated Regulations. To the extent not inconsistent with the foregoing, "health" means a beneficiary's physical and mental health, including but not limited to payments for examinations, surgical, dental, or other treatment, medication, counseling, hospitalization, and health insurance premiums; "education" means elementary, secondary, post-secondary, graduate, or professional schooling in an accredited institution, public or private, or attendance at other formal programs in furtherance of the beneficiary's spiritual, athletic, or artistic education, including but not limited to payments for tuition, books, fees, assessments, equipment, tutoring, transportation, and reasonable living expenses.

(4) **Related Person** as to a particular individual is someone who is deemed to be "related or subordinate" to that individual under Section 672(c) of the Internal Revenue Code (as though that individual was a grantor).

(c) Other Terms.

(1) **Residuary Trust Estate** means the Trust Estate (including assets added to the Trust by reason of my death) left after paying all pre-residuary gifts in this Trust and all expenses and charges (other than estate taxes).

(2) An individual who is the genetic child of parents who were not married to each other at his or her birth will be deemed not to be **a descendant** of his or her father unless the father (i) is married to that individual's mother at any time during the period starting at that individual's conception and ending at his or her birth, (ii) marries that individual's mother after that individual's birth, (iii) adopts the individual at any time, or (iv) acknowledges his paternity of the individual in a signed instrument filed with any court or governmental agency or delivered to any fiduciary during that father's lifetime. In all events, a person must have been born or be in gestation at his or her parent's death to be considered a descendant of that parent.

(3) **Qualified Beneficiary** means a living beneficiary who, on the date his or her qualification is determined: (i) is a distributee or permissible distributee (a "distributee") of trust income or principal; (ii) would be a distributee if the interests of the distributees described in (i) above terminated on that date without causing the trust to terminate; or (iii) would be a distributee if the trust terminated in accordance with its terms on that date.

(4) Distributions that are to be made to a person's **descendants, per stirpes**, will be divided into equal shares, so that there will be one share for each living child (if any) of that person and one share for each deceased child who has then living descendants. The

share of each deceased child will be further divided among his or her descendants on a per stirpes basis, by reapplying the preceding rule to that deceased child and his or her descendants as many times as necessary.

(5) **Disabled** or **under a disability** means (i) being under the legal age of majority, (ii) having been adjudicated to be incapacitated, (iii) having been incarcerated for more than thirty consecutive days, (iv) being unaccountably absent for more than thirty days or being detained under duress, or (v) being unable to manage properly personal or financial affairs because of a mental or physical impairment (whether temporary or permanent in nature). A written certificate executed by an individual's attending physician confirming that person's impairment will be sufficient evidence of disability under item (v) above, and all persons may rely conclusively on such a certificate.

(6) The words **will** and **shall** are used interchangeably in this Trust and mean, unless the context clearly indicates otherwise, that the Trustees must take the action indicated; as used in this Trust, the word **may** means that the Trustees have the discretionary authority to take the action but are not automatically required to do so.

17.2 Powers of Appointment. The following provisions relate to all powers of appointment created by me at any time and to any power exercisable by or under this Trust.

(a) A **general power of appointment** granted to a person is one that can be exercised in favor of any one or more of the following: that person or his or her estate, his or her creditors, or the creditors of his or her estate.

(b) A **special power of appointment** is any power that is not a general power; it may be exercisable in favor of a specified class or, if no class is specified, in favor of any person or entity (other than the appointees specified in Section 17.2(a) above.)

(c) A **testamentary power of appointment** (either general or special) is exercisable upon the powerholder's death by his or her Last Will or by a revocable trust agreement established by that person, but only by specific reference to the instrument creating the power. A testamentary power of appointment may not be exercised in favor of the person possessing the power. Unless otherwise indicated, any power under this Trust may be exercised so as to create an interest held in trust.

(d) Unless otherwise limited, a power of appointment extends to all assets in a trust at the exercise of the power, even if added after the creation of the trust.

(e) In determining whether a person has exercised a testamentary power of appointment, the Trustees may rely upon an instrument admitted to probate in any jurisdiction as that person's Last Will, or upon any trust agreement certified to be valid and authentic by sworn statement of the trustee who is serving under that trust agreement. If the Trustees have not received written notice of such an instrument within six months after the powerholder's death, the Trustees may presume that the powerholder failed to exercise that power and will not be liable for acting in accordance with that presumption.

(f) I expressly refrain from exercising any power of appointment that I may possess at my death.

17.3 Lapsed Gifts. If any gift is conditioned on the recipient surviving me or another person and no alternative disposition of that gift is specified, the gift will lapse and become part of the Residuary Trust Estate if the designated recipient does not survive.

17.4 Right to Information. During my lifetime and while I am not disabled, the Trustees shall provide me with any information I request concerning actions taken by the trustees and the operation of the Trust, including a full listing of its assets. Upon my death or disability, the Trustees shall provide such information, upon request, to the person then entitled to appoint successor Trustees as specified in Section 9.3.

17.5 Notices. Any person entitled or required to give notice under this Trust shall exercise that power by a written instrument witnessed by two impartial persons, clearly setting forth the effective date of the action for which notice is being given. The instrument may be executed in counterparts. Notice of my exercise of any power under this Trust need be given only to the affected Trustees.

17.6 Certifications.

(a) From Personal Representatives. For some purposes, the Trustees are authorized to rely on a certificate from my Personal Representatives as to certain facts. That certificate must be in writing and witnessed by two impartial persons, but need not be notarized. It is to be delivered to the Trustees in the same fashion as provided for other notices.

(b) Facts. A certificate signed and acknowledged by the Trustees stating any fact affecting the Trust Estate or the trust agreement will be conclusive evidence of such fact in favor of any transfer agent and any other person dealing in good faith with the Trustees. The Trustees may rely on a certificate signed and acknowledged by any beneficiary stating any fact concerning the Trust beneficiaries, including dates of birth, relationships, or marital status, unless an individual serving as Trustee has actual knowledge that the stated fact is false. Knowledge of all other facts will be determined as provided in Section 736.0104 of the Florida Statutes.

(c) Copy. Any person may rely on a copy of this instrument (in whole or in part) certified to be a true copy by me; by any person specifically named as a Trustee (or successor Trustee); by any Corporate Trustee whether or not specifically named; or, if there are none of the above, by any then serving Trustee.

17.7 Adopted Children. A legally adopted child (and any descendants of that child) will be regarded as a descendant of the adopting parent only if the petition for adoption was filed with the court before the child's eighteenth birthday.

17.8 Infant in Gestation. For all purposes of this Trust, an infant in gestation who is later born alive will be deemed to be in being during the period of gestation for the purpose of qualifying the infant, after it is born, as a beneficiary of this Trust.

17.9 Gender and Number. Reference in this Trust to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires.

17.10 Headings. Use of descriptive titles for articles and paragraphs is for the purpose of convenience only and is not intended to restrict the application of those provisions.

17.11 Further Instruments. I agree to execute such further instruments as may be necessary to vest the Trustees with full legal title to the property transferred to this Trust.

17.12 Acknowledgments. Acknowledgments of this trust agreement and matters affecting the administration of the Trust may be given for purposes of recording such instruments, but the absence of an acknowledgment does not affect the validity of those instruments.

17.13 Binding Effect. This trust agreement extends to and is binding upon my Personal Representatives, successors, and assigns, and upon the Trustees.

Executed as of the effective date written above.

GRANTOR and TRUSTEE

Anthony J. Tringali

Anthony J. Tringali

This instrument was signed, sealed, published, and declared by the Grantor as his Trust Agreement in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on the date first written above.

Name	Address
Bence Sino	Fernandina Beach, FL
Frances D Burgess	Fernandina Beach, FL

STATE OF FLORIDA
COUNTY OF NASSAU

I, Anthony J. Tringali, declare to the officer taking my acknowledgment of this instrument, and to the subscribing witnesses, that I signed this instrument as my Trust Agreement.

Anthony J. Tringali

Anthony J. Tringali

We, Bianca Toro and Frances G. Burgess, have been sworn by the officer signing below, and declare to that officer on our oaths that the Grantor declared the instrument to be his Trust Agreement and signed it in our presence, and that we each signed the instrument as a witness in the presence of the Grantor and of each other.

Witness

Witness

Acknowledged and subscribed before me by the Grantor, Anthony J. Tringali, who is personally known to me or who has produced _____ as identification, and sworn to and subscribed before me by the witnesses, Bianca Toro, who is personally known to me or who has produced _____ as identification, and by Frances Burgess, who is personally known to me or who has produced _____ as identification, and subscribed by me in the presence of the Grantor and the subscribing witnesses, all on March 27, 2017.

Notary Public, State of Florida
(Stamp Name, Commission # and Expiration below)

KRISTEN DRAKE
Commission # FF 064763
My Commission Expires
January 24, 2018

Gillette & Associates, Inc.

Civil & Environmental Engineering • Mechanical & Structural Engineering • Construction Management

October 21, 2022

Ms. Daphne Forehand, City Planner
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

Re: Letter of Intent
3rd and Beech

Dear Ms. Forehand

Gillette & Associates, Inc., on behalf of our client, is pleased to submit the attached preliminary plat and associated application for the above referenced project. The attached preliminary plat and application reflect the intent to construct 12 townhome units.

Thank you for your time and consideration on this application and please feel free to contact me with any questions that you may have.

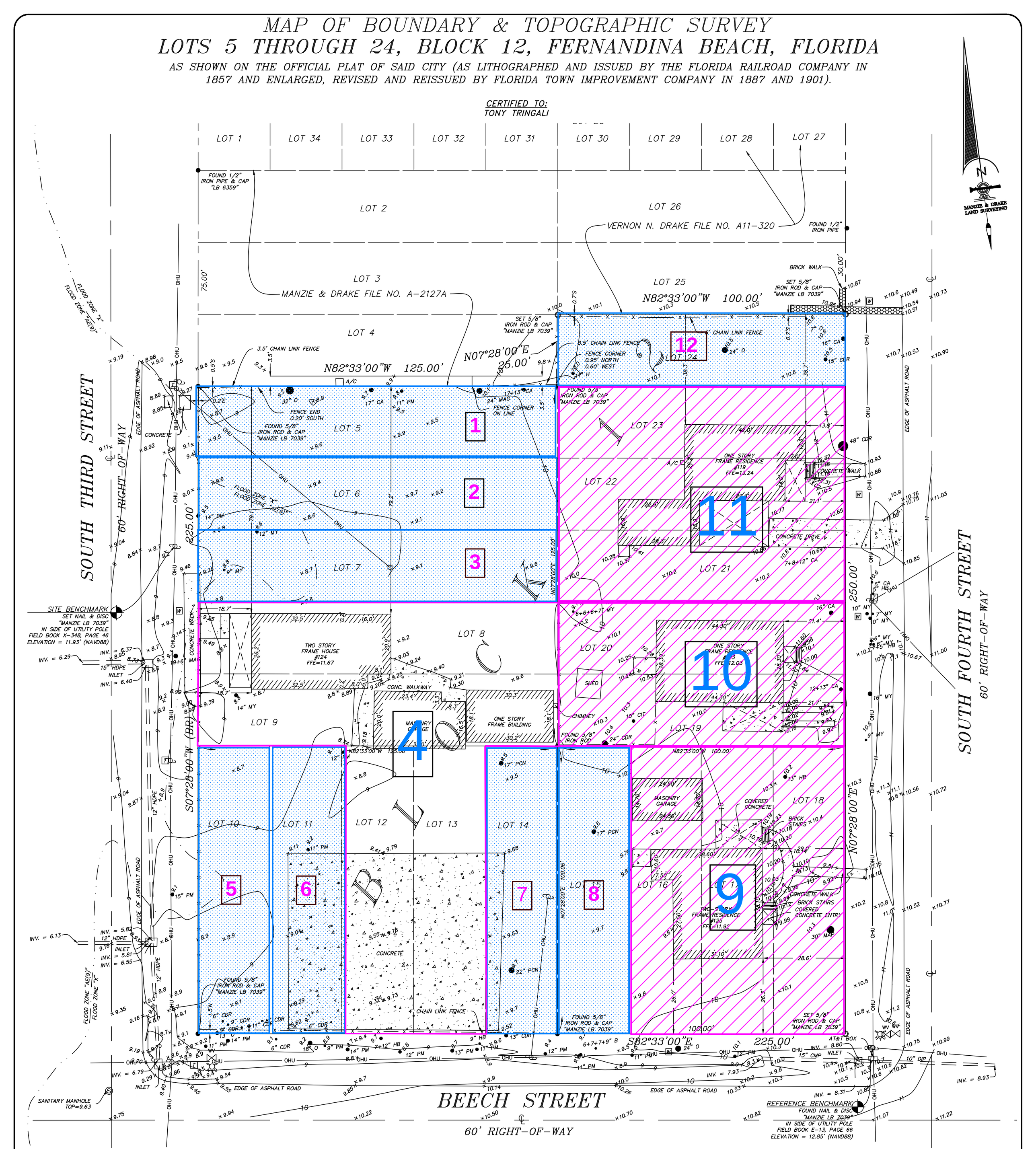
Sincerely,

Asa R. Gillette, P.E.
Principal
Gillette & Associates, Inc.

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 5 THROUGH 24, BLOCK 12, FERNANDINA BEACH, FLORIDA

AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

CERTIFIED TO:
TONY TRINGALI



MANZIE & DRAKE LAND SURVEYING

NOTE:
INTERNAL LOT DIMENSIONS:
LOTS 5-9, 19-24 ARE 25' X 125'
LOTS 10-18 ARE 25' X 100'

SURVEY NOTES:
1) The "Legal Description" hereon is in accord with the description provided by the client
2) Underground Improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on as assumed bearing of S07°28'00"W. The bearing reference line is indicated as thus (BR).
5) The property shown hereon lies within flood zone "X & AE(9)" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0237 G", Dated "08/02/2017". Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
6) Site Benchmark is as shown hereon.
7) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
8) The Reference Benchmark is a nail & disc in the East face of a utility pole at the Northwest corner of 4th Street and Beech Street. (Elevation = 12.85' (NAVD88)

LEGEND
- —OHU— = OVERHEAD UTILITY WIRES
- = CONCRETE FLATWORK
- = FIRE HYDRANT
- = LIGHT POLE
- = COVERED AREA
- (S) = SEWER MANHOLE
- T = TELEPHONE PEDESTAL
- W = WATER METER
- = WOOD OR VINYL FENCE
- = WOOD POWER POLE
- ℄ = CENTERLINE
- A/C = AIR CONDITIONER
- x-x-x = CHAIN LINK FENCE
- WV = WATER VALVE
- = BENCHMARK
- FFE = FINISHED FLOOR ELEVATION
- HDPE = HIGH-DENSITY POLYETHYLENE

GRAPHIC SCALE
0 10 20 40
(IN FEET) 1 inch = 20 ft.

TREE DISCLAIMER:
NUMBER OF TREES SHOWN ON SURVEY: 65

SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER MANZIE & DRAKE LAND SURVEYING WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION.

TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE UNDER CURRENT CONDITIONS AND HAVE A POSITIONAL TOLERANCE OF APPROXIMATELY 2 TO 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

TREE LEGEND
CA	=	CAMPHOR
CDR	=	CEDAR
CIT	=	CITRUS
H	=	HOLLY
HB	=	HACKBERRY
MAG	=	MAGNOLIA
MAP	=	MAPLE
MY	=	MYRTLE
O	=	OAK
PCN	=	PECAN
PM	=	PALM

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR ***SIGHTS*** ARE ON THE FUTURE,
SET YOUR ***SITES*** ON US."

SCALE: 1"=20' JOB NO: 16642 DATE: 3/23/2022 CADD: B. DAVIS
F.B. NO: X-348 PAGE NO: 46 CREW: GS FILE NO: B-1698

INSTR # 201710143, Book 2111, Page 1430 Doc Type D, Pages 2, Recorded 04/05/2017 at 11:26 AM, John A Crawford, Nassau County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $18.50

Prepared by and return to:
Kristen D. Drake, Esquire
1403 Park Ave, Suite B
Fernandina Beach, FL 32034

Parcel ID#: 00-00-31-1800-0012-0210; 00-00-31-1800-0012-0190

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made as of April 3, 2017, between **Anthony J. Tringali**, a a single individual, conveying non-homestead property, whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034, herein the "Grantor," and **Anthony J. Tringali, trustee of the Anthoney J. Tringali Revocable Trust dated March 27, 2017, and successor trustees**, herein the "Grantee," whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034. (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, that the Grantor, in consideration of One and no/100 Dollars ($1.00), and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever all of the Grantor's right, title and interest in and to those certain properties in Nassau County, Florida, described as follows:

Parcel #1: ID#: 00-00-31-1800-0012-0210; Address: 119 4th ST S, Fernandina Beach

Lot 21, Lot 22, Lot 23 and Lot 24 of Block 12, City of Fernandina Beach, (formerly Fernandina) Florida, according to Plat thereof in Public Records of Nassau County, Florida.

Parcet #2: ID#00-00-31-1800-0012-0190; Address: 123 4th St S, Fernandina Beach

Lot 19 and Lot 20 of Block 12, City of Fernandina Beach, (formerly Fernandina) Florida, according to Plat thereof in Public Records of Nassau County, Florida.

This conveyance is subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, covenants, easements and restrictions of record; however, this reference shall not operate to reimpose same.

The foregoing legal description was provided to the preparer without the benefit of a survey or a title commitment and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, unto the Grantee.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name:

Anthony J. Tringali

Print Name: FRANCES G. BURGESS

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged by Anthony J. Tringali, who is personally well known to me or who have produced _____ as identification.

Notary Public, State of Florida
(Print or Stamp Name, Commission No. and Expiration below)

KRISTEN DRAKE
Commission # FF 064763
My Commission Expires
January 24, 2018

INSTR # 201710142, Book 2111, Page 1428 Doc Type D, Pages 2, Recorded 04/05/2017 at 11:26 AM, John A Crawford, Nassau County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $18.50

Prepared by and return to:
Kristen D. Drake, Esquire
1403 Park Ave, Suite B
Fernandina Beach, FL 32034

Parcel ID#: 00-00-31-1800-0012-0050

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made as of March 27, 2017, between **Anthony J. Tringali**, a a single individual, conveying homestead property, whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034, herein the "Grantor," and **Anthony J. Tringali, trustee of the Anthoney J. Tringali Revocable Trust dated March 27, 2017, and successor trustees**, herein the "Grantee," whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034. (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, that the Grantor, in consideration of One and no/100 Dollars ($1.00), and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever all of the Grantor's right, title and interest in and to those certain properties in Nassau County, Florida, described as follows:

Parcel ID#: 00-00-31-1800-0012-0050

Address: 124 3RD ST S, FERNANDINA BEACH, FL 32034

All those certain lots or parcels of land situate, lying and being in the City of Fernandina Beach, County of Nassau and State of Florida and known and described on the official plat of said City (as lithographed and issued by the Florida Railroad Company in 1857, and enlarged, revised and reissued by The Florida Town Improvement Company in 1887 and 1901) as: All of Lots numbered Five (5), Six (6), Seven (7), Eight (8), and Nine (9), in Block numbered Twelve (12) of said City of Fernandina, Nassau County, Florida.

NOTE TO CLERK AND REVENUE DEPARTMENT: THIS CONVEYANCE IS A TRANSFER TO A TRUSTEE REPRESENTING NO CHANGE IN BENEFICIAL OWNERSHIP; THEREFORE, MINIMUM DOCUMENTARY STAMP TAXES ARE BEING PAID HEREON PURSUANT TO SECTION 12B-4.013(28)(i), FLORIDA ADMINISTRATIVE CODE.

This conveyance is subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, covenants, easements and restrictions of record; however, this reference shall not operate to reimpose same.

The Grantor hereby certifies that under the terms of Anthoney J. Tringali Revocable Trust dated March 27, 2017, and successor trustees, Anthony J. Tringali has retained and is entitled to the beneficial use and possession of all property transferred to the Trust, including any homestead property as to which Grantor shall have the benefit of any and all exemptions permitted at law, such interest being hereby declared to be "equitable title to real estate" as that term is used in the Florida Statutes and the Florida State Constitution.

The foregoing legal description was provided to the preparer without the benefit of a survey or a title commitment and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, unto the Grantee.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Frances G Burgess
Print Name: FRANCES G. BURGESS

Kristen Drake
Print Name: Kristen Drake

Anthony J. Tringali
Anthony J. Tringali

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged by Anthony J. Tringali, who is personally well known to me or who have produced _____ as identification.

Kristen Drake
Notary Public, State of Florida
(Print or Stamp Name, Commission No. and Expiration below)

KRISTEN DRAKE
Commission # FF 064763
My Commission Expires
January 24, 2018

INSTR # 201732318, Book 2155, Page 1590 Doc Type D, Pages 2, Recorded 11/06/2017 at 12:15 PM, John A Crawford, Nassau County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $18.50

Prepared by and return to:
Kristen D. Drake, Esquire
1403 Park Ave, Suite B
Fernandina Beach, FL 32034

Parcel ID#: 00-00-31-1800-0012-0100

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made as of November 2, 2017, between **Anthony J. Tringali**, a a single individual, conveying non-homestead property, whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034, herein the "Grantor," and **Anthony J. Tringali, trustee of the Anthony J. Tringali Revocable Trust dated March 27, 2017, and successor trustees**, herein the "Grantee," whose mailing address is 124 3rd Street S, Fernandina Beach, FL 32034. (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, that the Grantor, in consideration of One and no/100 Dollars ($1.00), and other valuable consideration paid by the Grantee, receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever all of the Grantor's right, title and interest in and to those certain properties in Nassau County, Florida, described as follows:

ID#: 00-00-31-1800-0012-0100; Address: 3rd ST S, Fernandina Beach

Lot numbers Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) of Block 12, City of Fernandina Beach, (formerly Fernandina) Florida, according to Plat thereof in Public Records of Nassau County, Florida.

This conveyance is subject to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof, covenants, easements and restrictions of record; however, this reference shall not operate to reimpose same.

The foregoing legal description was provided to the preparer without the benefit of a survey or a title commitment and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, unto the Grantee.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Kristen Drake

Print Name: Frances G. Burgess

Anthony J. Tringali

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged by Anthony J. Tringali, who is personally well known to me or who have produced _____ as identification.

Notary Public, State of Florida
(Print or Stamp Name, Commission No. and Expiration below)

KRISTEN DRAKE
Commission # FF 064763
My Commission Expires
January 24, 2018

AUG 25 1999

Florida Documentary Stamp tax required by law in the amount of $ .70 Certificate of Registration No. 59-6015296-01
Date 8-25-99
J. M. "Chip" Oxley Jr. Clerk Circuit Court Nassau County Florida

BK 0896 PG 1429

Record & Return to

This instrument prepared by Wesley R. Poole, Esquire, P. O. Box 1280, Fernandina Beach, Florida 32035-1280. Title to the property described herein has not been examined by me and no warranty or other representation is made and no opinion (either expressed or implied) is given, as to the marketability or condition of the title to the subject property, the quantity of lands included therein, the location of the boundaries thereof, or the existence of liens, unpaid taxes or encumbrances.

OFFICIAL RECORDS

Deed $ 6.00
St $ .70
6.70

WARRANTY DEED

THIS INDENTURE, Made this **25th** day of **August, 1999**, between **JOSEPHINE TRINGALI**, a single person, party of the first part, and **JOSEPHINE TRINGALI, a single person, and ANTHONY J. TRINGALI, a single person, as Joint Tenants with Right of Survivorship**, whose address is 125 South 4th Street, Fernandina Beach, FL 32034, parties of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of LOVE AND AFFECTION, to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said parties of the second part, their heirs and assigns forever, the following described land, situate, lying and being in the County of NASSAU, State of Florida, to wit:

All of those certain lots, pieces or parcels of land situate, lying and being in the City of Fernandina Beach (formerly Fernandina, Florida), as shown on and designated on the official map or plat of said City (as lithographed and issued by the Florida Railroad Company in 1857, and revised, enlarged and reissued by the Florida Town Improvement Company in 1887 and 1901) as:

LOTS numbered FIFTEEN (15), SIXTEEN (16), SEVENTEEN (17) and EIGHTEEN (18) in BLOCK numbered TWELVE (12); which said lots front one hundred (100) feet on Beech Street, which bounds them on the South, from whence they extend back, at right angles North to a depth of one hundred (100) feet, being bounded on the East by South Fourth Street and being the same identical lands heretofore conveyed by C. C. Stephens and Mabel Stephens, his wife, to Richard D. Lovell, Jr. and Grace S. Lovell, husband and wife, by deed dated April 4th, 1951 and recorded in Deed Book 180 at pages 371 and 372, in and among the public records of Nassau County, Florida.

SUBJECT to all Covenants, Restrictions, Easements, and Reservations of record, if any, **AND** to taxes accruing subsequent to December 31, 1998.

PARCEL NO: 00 00 31 1800 0012 0150

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

SIGNED AND SEALED IN OUR PRESENCE

Patricia A. Basinsky
Patricia A. Basinsky
Printed Name of Witness

Frances G. Burgess
FRANCES G. BURGESS
Printed Name of Witness

Josephine Tringali
JOSEPHINE TRINGALI

STATE OF FLORIDA
COUNTY OF NASSAU

9928183

99 AUG 25 AM 10:38

The foregoing instrument was acknowledged before me this 25th day of August, 1999, by **JOSEPHINE TRINGALI**, a single person, who is personally known to me ~~or who has produced~~ _____ ~~as identification~~.

J. M. "CHIP" OXLEY JR.
CLERK CIRCUIT COURTS
NASSAU COUNTY, FLORIDA

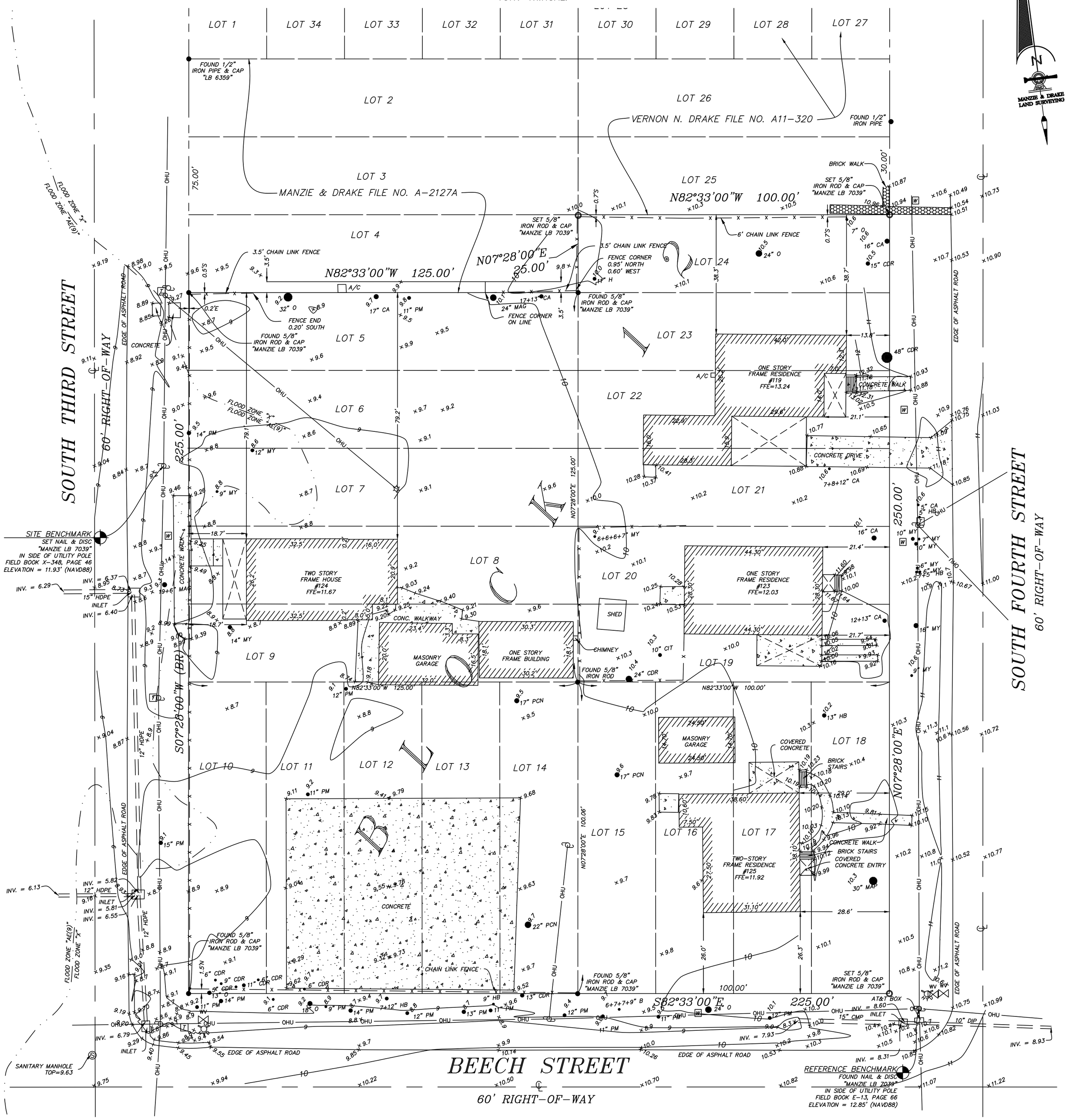
Frances G. Burgess
FRANCES G. BURGESS
Printed Name of Notary Public
My Commission Expires:

Frances G. Burgess
MY COMMISSION # CC809807 EXPIRES
March 16, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY
LOTS 5 THROUGH 24, BLOCK 12, FERNANDINA BEACH, FLORIDA

AS SHOWN ON THE OFFICIAL PLAT OF SAID CITY (AS LITHOGRAPHED AND ISSUED BY THE FLORIDA RAILROAD COMPANY IN 1857 AND ENLARGED, REVISED AND REISSUED BY FLORIDA TOWN IMPROVEMENT COMPANY IN 1887 AND 1901).

CERTIFIED TO:
TONY TRINGALI



NOTE:

INTERNAL LOT DIMENSIONS:
LOTS 5-9, 19-24 ARE 25' X 125'
LOTS 10-18 ARE 25' X 100'

SURVEY NOTES:

1) The "Legal Description" hereon is in accord with the description provided by the client
2) Underground Improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on as assumed bearing of S07°28'00"W. The bearing reference line is indicated as thus (BR).
5) The property shown hereon lies within flood zone "X & AE(9)" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0237 G", Dated "08/02/2017". Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
6) Site Benchmark is as shown hereon.
7) Elevations shown hereon refer to North American Vertical Datum of 1988. (N.A.V.D. '88)
8) The Reference Benchmark is a nail & disc in the East face of a utility pole at the Northwest corner of 4th Street and Beech Street. (Elevation = 12.85' (NAVD88)

LEGEND

-OHU-	= OVERHEAD UTILITY WIRES
	= CONCRETE FLATWORK
	= FIRE HYDRANT
	= LIGHT POLE
	= COVERED AREA
S	= SEWER MANHOLE
T	= TELEPHONE PEDESTAL
W	= WATER METER
-o-o-	= WOOD OR VINYL FENCE
	= WOOD POWER POLE
℄	= CENTERLINE
A/C	= AIR CONDITIONER
x-x-x	= CHAIN LINK FENCE
WV	= WATER VALVE
	= BENCHMARK
FFE	= FINISHED FLOOR ELEVATION
HDPE	= HIGH-DENSITY POLYETHYLENE

GRAPHIC SCALE

0 10 20 40

(IN FEET) 1 inch = 20 ft.

TREE DISCLAIMER:

NUMBER OF TREES SHOWN ON SURVEY: 65

SPECIES OF TREES HAVE BEEN IDENTIFIED TO THE BEST OF OUR KNOWLEDGE AND BELIEF; HOWEVER MANZIE & DRAKE LAND SURVEYING WILL ASSUME NO LIABILITY, EXPRESSED OR IMPLIED, FOR THE CORRECTNESS OF SAID SPECIES IDENTIFICATION.

TREES HAVE BEEN LOCATED AS ACCURATELY AS POSSIBLE UNDER CURRENT CONDITIONS AND HAVE A POSITIONAL TOLERANCE OF APPROXIMATELY 2 TO 3 FEET. CRITICAL TREES SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.

TREE LEGEND

CA =	CAMPHOR
CDR =	CEDAR
CIT =	CITRUS
H =	HOLLY
HB =	HACKBERRY
MAG =	MAGNOLIA
MAP =	MAPLE
MY =	MYRTLE
O =	OAK
PCN =	PECAN
PM =	PALM

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MICHAEL A. MANZIE, P.L.S. 4069

MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR ***SIGHTS*** ARE ON THE FUTURE,
SET YOUR ***SITES*** ON US."

SCALE: 1"=20' JOB NO: 16642 DATE: 3/23/2022 CADD: B. DAVIS
F.B. NO: X-348 PAGE NO: 46 CREW: GS FILE NO: B-1698

Engineering Plans

For

3RD AND BEECH TOWNHOMES

For

COMPASS GROUP, INC.

Gillette & Associates, Inc.

Civil & Environmental Engineering
Mechanical & Structural Engineering
Permitting & Construction Management

20 South 4th Street Amelia Island, Florida 32034
Phone: 904/261-8819

ASA RAY GILLETTE LICENSE No. 56177 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by ASA R GILLETTE
DN: cn=ASA R GILLETTE, c=US, o=Florida, email=asa@gilletteassociates.com
Date: 2022.10.19 09:41:58 -04'00'

This item has been digitally signed and sealed by Asa R. Gillette.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

PERMITTING AGENCIES
CITY OF FERNANDINA BEACH
ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

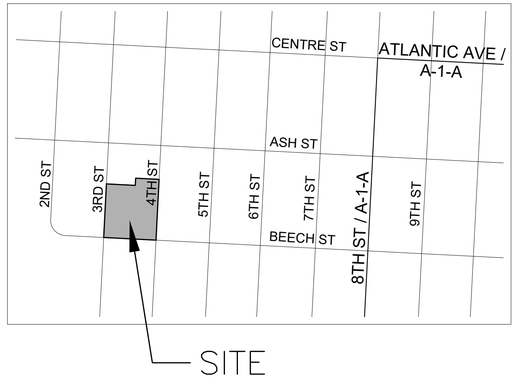
G & A

ISSUE DATE: 07/29/22
REVISION DATE: 10/18/2022

G&A Project
No.: 22-10-14

N

SITE LOCATION MAP



NOT FOR CONSTRUCTION

SITE / GEOMETRY NOTES

1. ALL WORK SHALL BE PERFORMED IN A SAFE MANNER. ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. SHALL BE FOLLOWED. THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. ALL COSTS ASSOCIATED WITH COMPLYING WITH REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT MUST BE INCLUDED IN THE CONTRACTOR'S PRICE FOR PERFORMING THE WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE JOB SITE PRIOR TO PREPARING THE BID FOR THE PURPOSE OF FAMILIARIZING HIMSELF WITH THE NATURE AND THE EXTENT OF THE WORK AND LOCAL CONDITIONS, EITHER SURFACE OR SUBSURFACE, WHICH MAY AFFECT THE WORK TO BE PERFORMED, AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR IS URGED TO TAKE COLOR PHOTOGRAPHS ALONG THE ROUTE OF THIS PROJECT TO RECORD EXISTING CONDITIONS PRIOR TO CONSTRUCTION, AND TO AID IN RESOLVING POSSIBLE FUTURE COMPLAINTS THAT MAY OCCUR DUE TO CONSTRUCTION OF THE PROJECT. ALL COSTS ASSOCIATED WITH PRELIMINARY INVESTIGATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. ALL IMPROVEMENTS SHOWN ARE TO BE WARRANTED BY THE CONTRACTOR TO THE DEVELOPER.

4. ELEVATIONS ARE BASED ON NAVD DATUM OF 1988.

5. TOPOGRAPHIC AND BOUNDARY INFORMATION WAS PROVIDED BY: MANZIE & DRAKE LAND SURVEYING (904-491-5700).

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BUILDING, RIGHT-OF-WAY PERMITS NOT PROVIDED AND INSURANCE REQUIRED FOR THE PROJECT.

7. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN COUNTY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION & REPAIR.

8. THE CONTRACTOR SHALL ADVISE THE OWNER'S AUTHORIZED REPRESENTATIVE OF PLANNED WORK SCEDULE. THE CONTRACTOR SHALL COORDINATE THEIR CONSTRUCTION WITH ALL OTHER CONTRACTORS. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD, AND THE OWNER PRIOR TO PROCEEDING WITH CONSTRUCTION.

9. "AS-BUILT" DRAWINGS - AS-BUILTS ARE REQUIRED TO BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. THEREFORE, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTRACT WITH A LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA FOR THE PREPARATION, FIELD LOCATIONS, CERTIFICATION, AND SUBMITTAL OF AS-BUILT DRAWINGS.

10. "AS-BUILT" RECORD DATA AND INFORMATION SHALL BE MAINTAINED BY THE CONTRACTOR. RECORD DRAWINGS SHALL BE SUPPLIED TO THE ENGINEER.

11. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF ALL SURVEY AND PROPERTY MONUMENTS. IF A MONUMENT IS DISTURBED, THE CONTRACTOR SHALL CONTRACT WITH THE SURVEYOR OF RECORD FOR REINSTALLATION OF THE MONUMENT.

12. ALL DEBRIS RESULTING FROM ALL ACTIVITIES SHALL BE DISPOSED OF OFF-SITE BY CONTRACTOR ON A DAILY BASIS.

13. ALL EXCESS SUITABLE AND UNSUITABLE MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR UNLESS DIRECTED OTHERWISE BY THE ENGINEER.

14. ALL EXISTING TREES LISTED TO REMAIN SHALL BE PRESERVED AND PROTECTED.

15. THE LOCATION OF ALL EXISTING UTILITIES, STRUCTURES, AND IMPROVEMENTS ON THE DRAWINGS ARE BASED ON LIMITED INFORMATION AND MAY NOT HAVE BEEN FIELD VERIFIED. THE LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL NOTIFY RESPECTIVE UTILITY OWNERS AND FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OTHER IMPROVEMENTS PRIOR TO COMMENCING ANY CONSTRUCTION. IF THE LOCATIONS SHOWN ARE CONTRARY TO ACTUAL FIELD LOCATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER AND ENGINEER OF THE DISCREPANCY. THE DISCREPANCY SHOULD BE RESOLVED PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING IN AREAS NEAR EXISTING UTILITY IMPROVEMENTS AND SHALL BE RESPONSIBLE FOR REPAIRS OR PAYMENTS FOR ALL DAMAGE MADE TO EXISTING UTILITIES OR OTHER IMPROVEMENTS. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY ALL GRADES, INVERTS, AND TYPE OF MATERIAL OF EXISTING UTILITIES TO WHICH THEY SHALL CONNECT.

16. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER ON ALL MATERIALS, FOR REVIEW AND APPROVAL, PRIOR TO PURCHASE OR CONSTRUCTION OF ANY UTILITY OR STRUCTURE.

17A. UNSUITABLE MATERIALS UNDER WATER, SEWER, OR STORM PIPE AND/OR STRUCTURES SHALL BE REMOVED AND REPLACED WITH SELECTED BACKFILL COMPACTED TO 98% OF IT'S MAXIMUM DENSITY AS DETERMINED BY THE MODIFIED PROCTOR TEST (ASTM D1557).

17B. ALL FINISH FLOORS SHOWN ON THE PLANS ARE MINIMUM ELEVATIONS

18. GRADES SHOWN ON PLANS ARE EDGE OF PAVEMENT FINISHED GRADES UNLESS OTHERWISE NOTED.

19. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.

20. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE SEEDED AND MULCHED UNLESS OTHERWISE SPECIFICALLY STATED. ALL DISTURBED AREAS WITHIN THE NASSAU COUNTY RIGHT OF WAY SHALL BE COVERED WITH BERMUDA SOD.

21. THE CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. RE-VEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED IMMEDIATELY TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.

22. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND CITY BEFORE COMMENCING WORK.

SITE / GEOMETRY NOTES CONT.

23. MINIMUM COVER OVER PIPES SHALL BE 36" UNLESS OTHERWISE INDICATED.

24. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.

25. BACKFILL MATERIAL SHALL BE COMPACTED TO 100% (2%) UNDER EXISTING AND PROPOSED ROADWAYS.

26. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.

27. STATIONING REFERS TO THE CENTERLINE OF THE ROADWAY EXCEPT AS NOTED ON PLANS. WHERE PAVEMENT SPLITS, THE STATIONING FOLLOWS THE INSIDE EDGE OF PAVEMENT UNTIL ROADWAY TRANSITIONS BACK TO THE TYPICAL ROADWAY SECTION

28. ALL CONSTRUCTION, MATERIAL, AND WORKMANSHIP ARE TO BE IN ACCORDANCE WITH CITY OF F.B. AND NASSAU COUNTY STANDARDS.

WATER NOTES

1. ALL WATER & SEWER CONSTRUCTION SHALL BE ACCOMPLISHED BY AN UNDERGROUND UTILITY CONTRACTOR LICENSED UNDER THE PROVISIONS OF CHAPTER 489 FLORIDA STATUTES.

2. WHEN DEWATERING CAPACITY REQUIRES A PERMIT (CUP), IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN THE PERMIT THROUGH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.

3. WATER MAINS CROSSING SANITARY HAZARDS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF THE SEWER MAIN. WHERE WATER AND SEWER MAINS CROSS WITH BETWEEN 18 INCHES AND 6 INCHES OF VERTICAL CLEARANCE, A 20 FOOT SECTION OF C900 (DR18) WATER QUALITY PIPE SHALL BE CENTERED ON THE POINT OF THE CROSSING. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL SEPARATION. THE MINIMUM SEPARATION BETWEEN WATER AND SEWER PIPES IS TO BE 6 INCHES OUTSIDE DIAMETER TO OUTSIDE DIAMETER.

4. ALL PIPE LENGTHS ARE APPROXIMATE DIMENSIONS, ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED TO CONFORM WITH TYPICAL SECTIONS AND DETAILS AS SHOWN ON THE MISCELLANEOUS DETAILS SHEET AND IN ACCORDANCE WITH THE SPECIFICATIONS.

5. ALL UNDERGROUND UTILITIES MUST BE INSTALLED PRIOR TO PREPARATION OF SUBGRADE FOR PAVEMENT.

6. CONTACT ANDRE DESILET, CITY OF FERNANDINA BEACH UTILITY DIRECTOR, AT 904-310-3431 PRIOR TO ANY UTILITY TIE-IN.

FIRE NOTES

1. WHERE UNDERGROUND WATER MAINS AND HYDRANTS ARE TO BE PROVIDED, THEY SHALL BE INSTALLED, COMPLETED, AND IN SERVICE PRIOR TO COMMENCING CONSTRUCTION WORK ON ANY STRUCTURE. (NFPA 1, 16.4.3.1.3, 2009 EDITION)

2. HYDRANTS SHALL HAVE CLEARANCES OF SEVEN AND ONE HALF FEET (7 FT-6 IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANT, WITH A FOUR FOOT CLEARANCE TO THE REAR OF THE HYDRANT. (NFPA 1, 18.3.4.1, 2009)

3. NEW FIRE HYDRANT(S) SHALL BE INSTALLED NOT MORE THAN 7 FEET 6 INCHES AWAY FROM CURB OR BERM OF THE ROADWAY.

INDEX

ALL PERMITTING ENTITIES

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6	DR-1	DRAINAGE PLAN
7	DR-2	DRAINAGE PLAN
8	LS-1	LANDSCAPE PLAN
9	TM-1	TREE MITIGATION PLAN
10	TM-2	R.O.W. TREE MITIGATION PLAN (B)
11	DT-1	MISCELLANEOUS DETAILS
12	DT-2	MISCELLANEOUS DETAILS (B)

LEGEND

	EXISTING VALVE	15.3	PROPOSED SPOT ELEVATION
WM	EXISTING WATER LINE	WM	PROPOSED WATER LINE
	EXISTING FIRE HYDRANT		PROPOSED FIRE HYDRANT
	EXISTING PROPERTY LINE		PROPOSED LOT LINE
	EXISTING EDGE OF PAVEMENT		PROPOSED EDGE OF PAVEMENT
P-1	PIPE	S-5	DRAINAGE STRUCTURE

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PHONE: (904) 261-8819

3RD & BEECH TOWNHOMES

FERNANDINA BEACH, FLORIDA

COMPASS GROUP, INC.

INDEX SHEET

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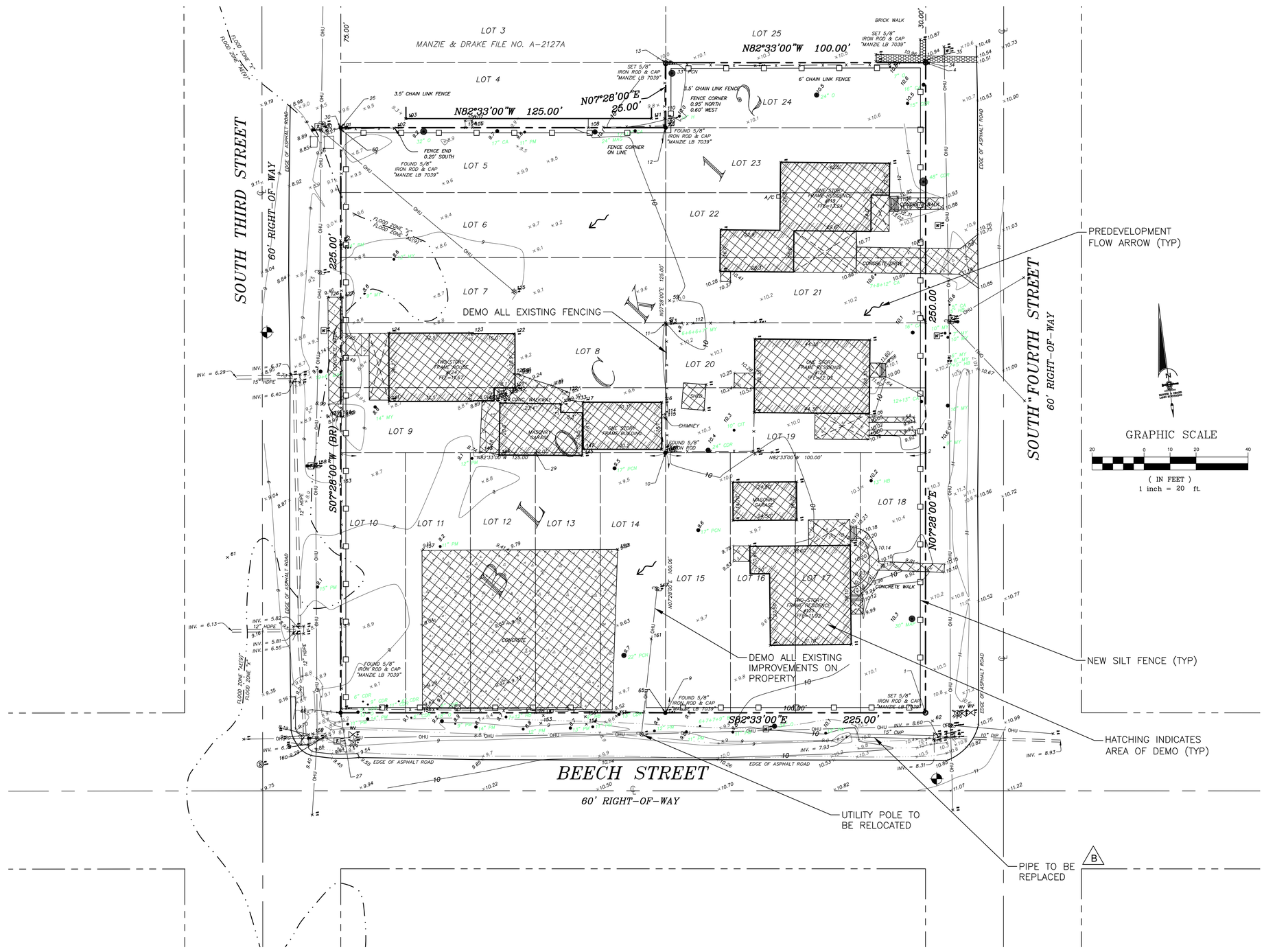
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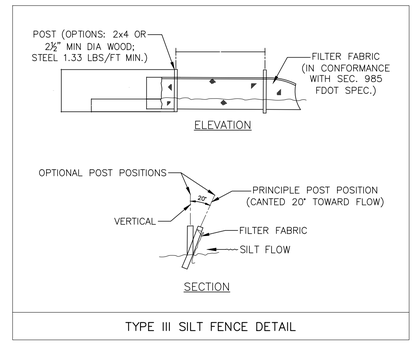
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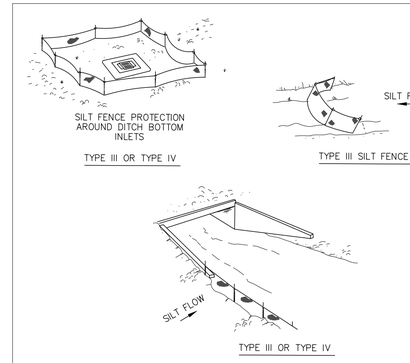
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TYPE III SILT FENCE DETAIL



SILT FENCE APPLICATIONS

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PREDEVELOPMENT PLAN

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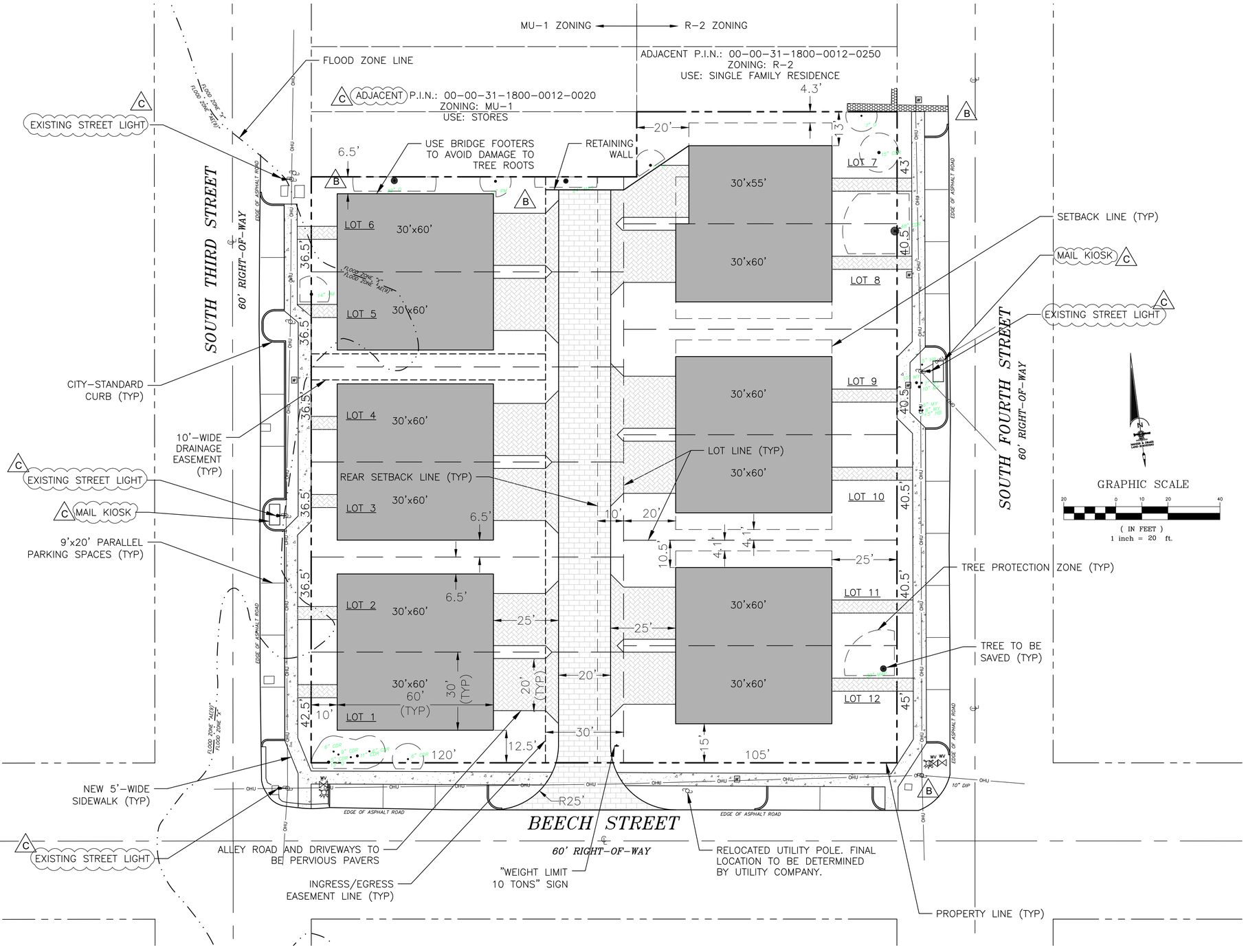
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NOTES

PROPERTY
PARCEL IDS:
- 00-00-31-1800-0012-0050
- 00-00-31-1800-0012-0100
- 00-00-31-1800-0012-0150
- 00-00-31-1800-0012-0190
- 00-00-31-1800-0012-0210

ZONING: MU-1 & R-2
FUTURE LAND USE: MIXED USE & MEDIUM DENSITY RESIDENTIAL
PROPOSED USE: TOWNHOMES
FLOOD ZONE: X & AE-9 (DWELLINGS DO NOT RESIDE IN FLOOD ZONE)
TOTAL AREA: 53,125 SF = 1.22 AC

LOTS
MAXIMUM GROSS DENSITY: 8 UNITS PER ACRE
MINIMUM LOT AREA: 43,560 SF/8 UNITS = 5,445 SF

MU-1 SETBACKS
FRONT: NONE
SIDE: BUILDING CODE REQUIRES 6 FT BETWEEN BUILDINGS AS MEASURED FROM THE OUTERMOST FACE OF ALL MATERIALS
SECONDARY SIDE: 10 FT
REAR: 10 FT

R-2 SETBACKS
FRONT: 25 FT
SIDE: 10% LOT WIDTH
SECONDARY SIDE: 15 FT
REAR: 20 FT

IMPERVIOUS AREA
MAXIMUM IMPERVIOUS SURFACE RATIO: 60%
SMALLEST LOT PROPOSED IMP. AREA: 1,800 SF
SMALLEST LOT PROPOSED ISR: 49%
TOTAL PROPOSED IMP. AREA: 21,600 SF
TOTAL PROPOSED ISR: 41%

LOT TABLE

LOT #	WIDTH (FT)	DEPTH (FT)	GROSS AREA (SF)	NET AREA (SF)	DENSITY AREA (SF)
1	42.5	120	5,100.0	3,825.0	10,875.0
2	36.5	120	4,380.0	3,285.0	5,475.0
3	36.5	120	4,380.0	3,285.0	5,475.0
4	36.5	120	4,380.0	3,285.0	5,475.0
5	36.5	120	4,380.0	3,650.0	5,475.0
6	36.5	120	4,380.0	3,650.0	5,475.0
7	43.0	100	4,390.0	4,210.0	5,680.0
8	40.5	105	4,252.5	3,847.5	5,467.5
9	40.5	105	4,252.5	3,847.5	5,467.5
10	40.5	105	4,252.5	4,252.5	5,467.5
11	40.5	105	4,252.5	4,252.5	5,467.5
12	45	105	4,725.0	4,725.0	10,125.0

HATCH LEGEND
- PERVIOUS PAVER ALLEYWAY
- PERVIOUS PAVER DRIVEWAY
- BUILDING

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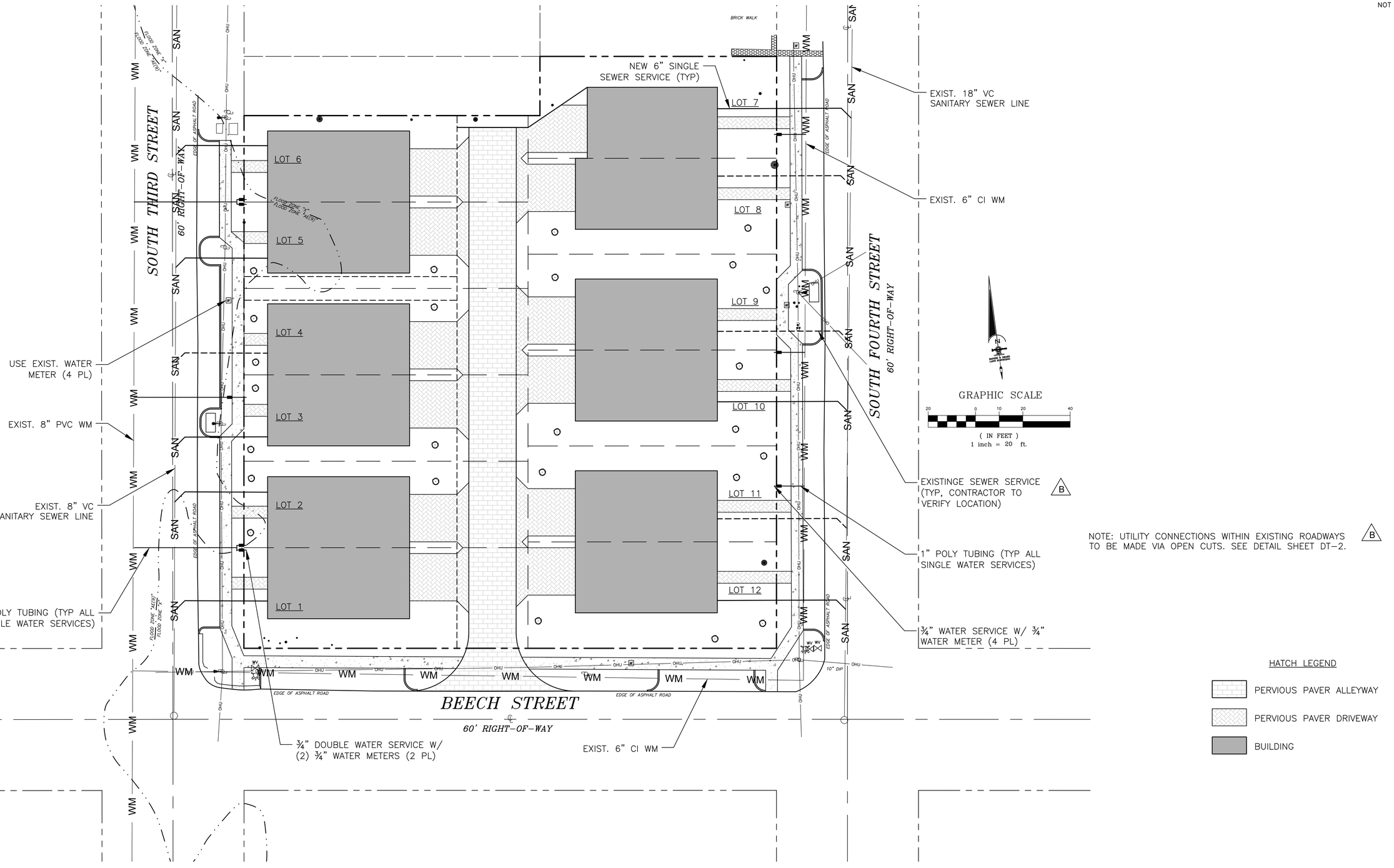
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GEOMETRY PLAN

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UTILITY PLAN

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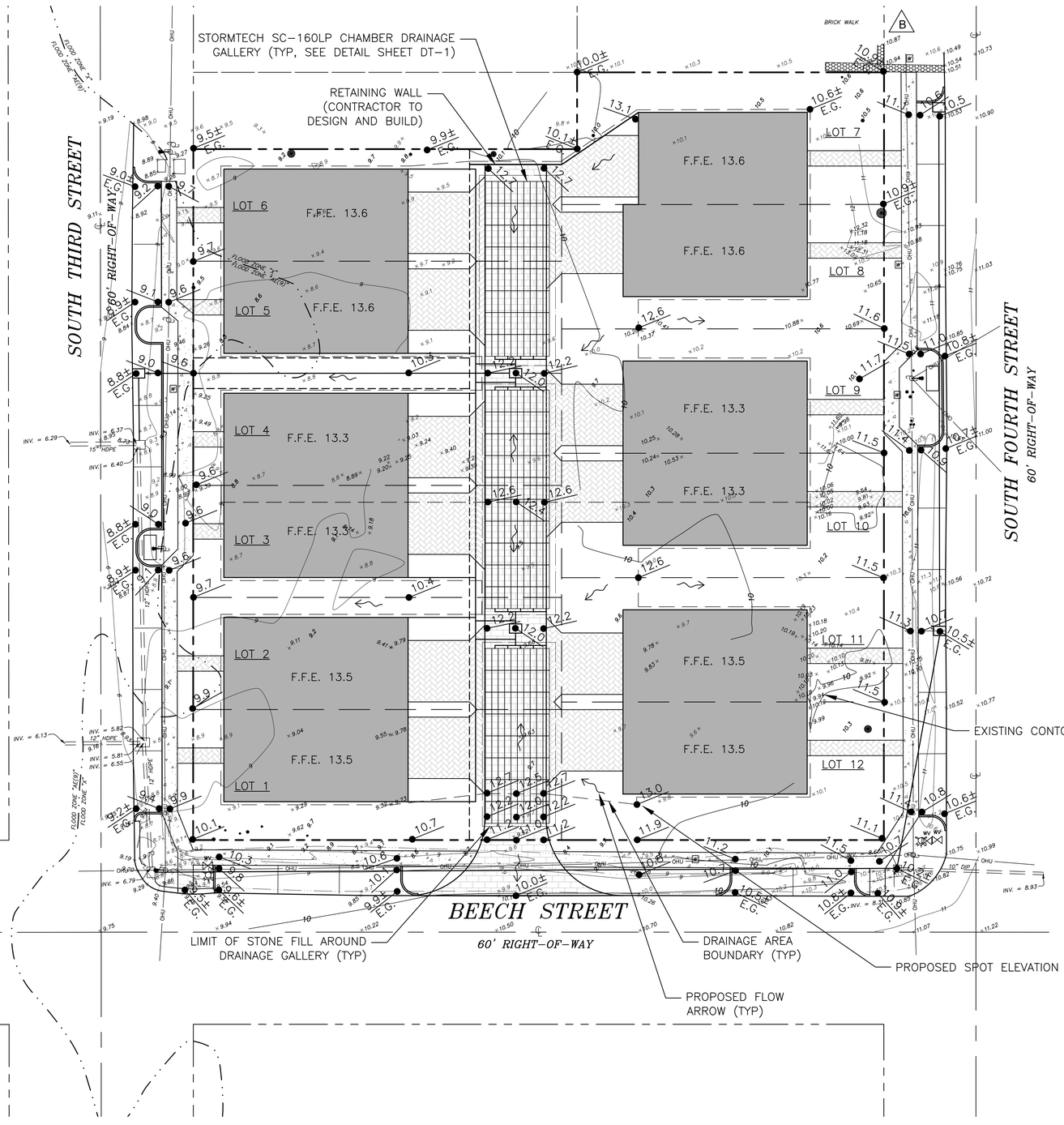
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DRAINAGE CALCULATIONS (B)

DRAINAGE AREA: 37,208 SF
TREATMENT VOLUME REQUIRED: (1")*(1'/12")*(37,208 SF) = 3,101 CF

IMPERVIOUS AREA (INCLUDING PERVIOUS PAVERS): 32,101 SF
TREATMENT VOLUME REQUIRED: (1.75")*(1'/12")*(32,101 SF) = 4,681 CF

TREATMENT VOLUME PROVIDED: 260 SC-160 CHAMBERS WITHIN 4,757 SF = 4,874 CF

GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20 ft.

DRAINAGE NOTES

ALL ROOF RUNOFF TO BE DIRECTED AND PIPED TO THE REAR OF EACH HOUSE.

HOUSES ON LOTS 1-6 TO HAVE GUTTERS AND DOWNSPOUTS CONNECTED TO DRAINAGE PIPES AS NOTED.

LOTS 5-12 TO BE TYPE B, WITH THE REAR DRAINING TO THE ALLEYWAY.

SEE SHEET DR-2 FOR PIPE AND STRUCTURE LABELS AND TABLES.

HATCH LEGEND

- PERVIOUS PAVER ALLEYWAY
- PERVIOUS PAVER DRIVEWAY
- BUILDING

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OVERALL DRAINAGE PLAN

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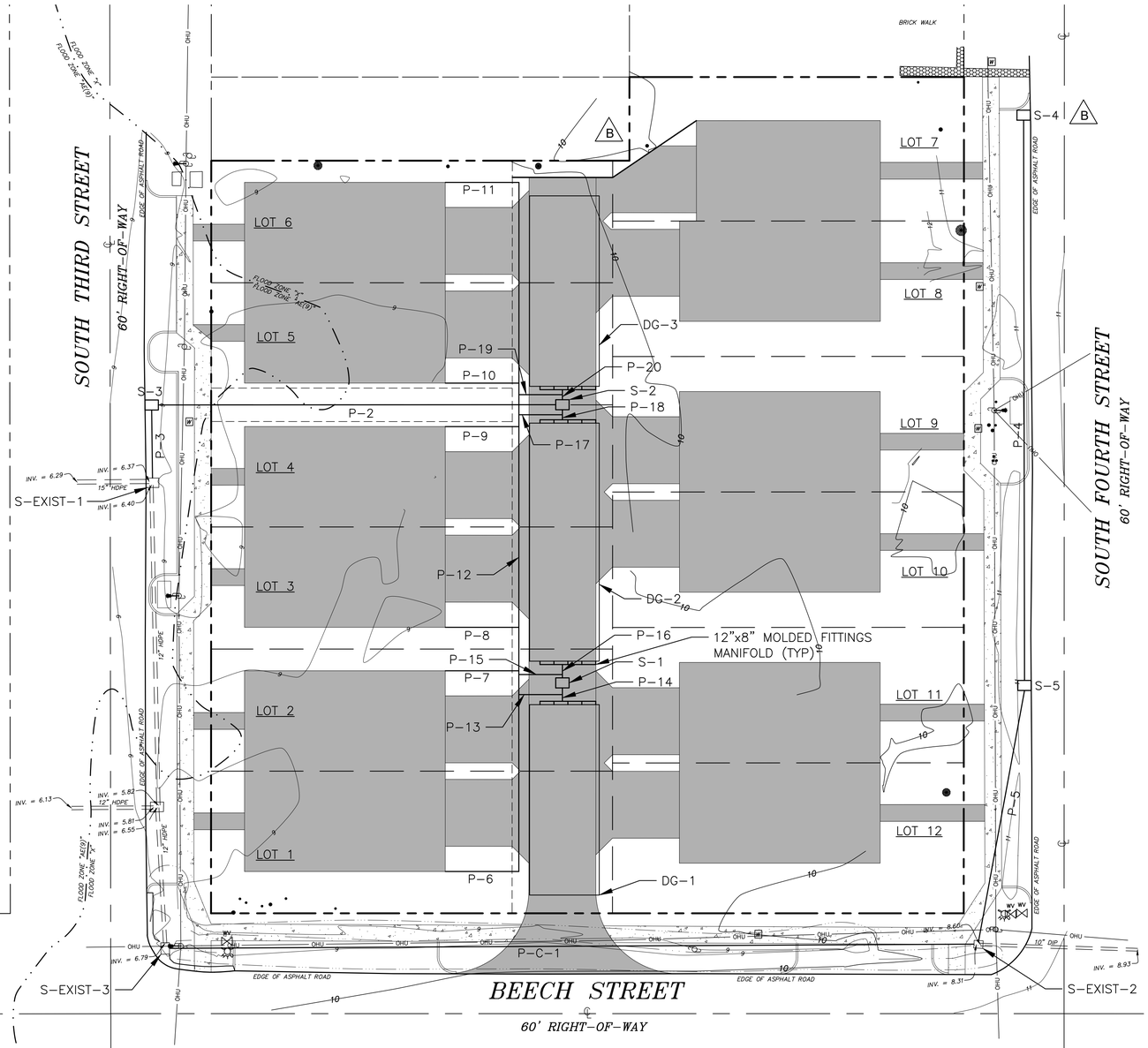
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PIPE TABLE						
NAME	FROM	TO	SIZE	LENGTH	MATERIAL	
P-2	S-2	S-3	12"	119'	HDPE	B
P-3	S-3	S-EXIST-1	12"	20'	HDPE	
P-4	S-4	S-5	12"	167'	HDPE	
P-5	S-5	S-EXIST-2	12"	76'	HDPE	
P-6	LOT 1 DOWNSPOUT	P-7	8"	22'	HDPE	
P-7	LOT 2 DOWNSPOUT	P-7	8"	22'	HDPE	
P-8	LOT 3 DOWNSPOUT	P-7	8"	22'	HDPE	
P-9	LOT 4 DOWNSPOUT	P-7	8"	22'	HDPE	
P-10	LOT 5 DOWNSPOUT	P-7	8"	22'	HDPE	
P-11	LOT 6 DOWNSPOUT	P-7	8"	22'	HDPE	
P-12	P-6	P-11	12"	205'	HDPE	
P-13	P-12	P-14	12"	13'	HDPE	
P-14	S-1	DG-1 MANIFOLD	12"	4'	HDPE	
P-15	P-12	P-16	12"	13'	HDPE	
P-16	S-1	DG-2 MANIFOLD	12"	4'	HDPE	
P-17	P-12	P-18	12"	13'	HDPE	
P-18	S-2	DG-2 MANIFOLD	12"	3'	HDPE	
P-19	P-12	P-20	12"	13'	HDPE	
P-20	S-2	DG-3 MANIFOLD	12"	3'	HDPE	
P-C-1	S-EXIST-3	S-EXIST-4	15"	240'	HDPE	

STRUCTURE TABLE							
NAME	TYPE	TOP/INLET ELEV.	INVERT ELEVATION				DRAINAGE AREA (AC)
			N	S	E	W	
S-1	TYPE C INLET	12.00	9.10	9.10	–	7.00	0.38
S-2	TYPE C INLET W/ BAFFLE	12.00	9.10	9.10	–	–	0.47
S-3	TYPE C INLET	8.80	–	6.70	6.70	–	0.07
S-4	TYPE C INLET	10.50	–	8.50	–	–	0.13
S-5	TYPE C INLET	10.50	8.37	8.37	–	–	0.21
S-EXIST-1	TYPE C INLET	8.70	6.40	6.40	–	6.37	
S-EXIST-2	TYPE C INLET	10.40	8.31	–	8.60	8.31	
S-EXIST-3	TYPE C INLET	9.00	6.79	–	6.79	–	
DG-1	DRAINAGE GALLERY	11.00	9.00	–	–	–	–
DG-2	DRAINAGE GALLERY	11.00	9.00	9.00	–	–	–
DG-3	DRAINAGE GALLERY	11.00	–	9.00	–	–	–

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DETAILED DRAINAGE PLAN

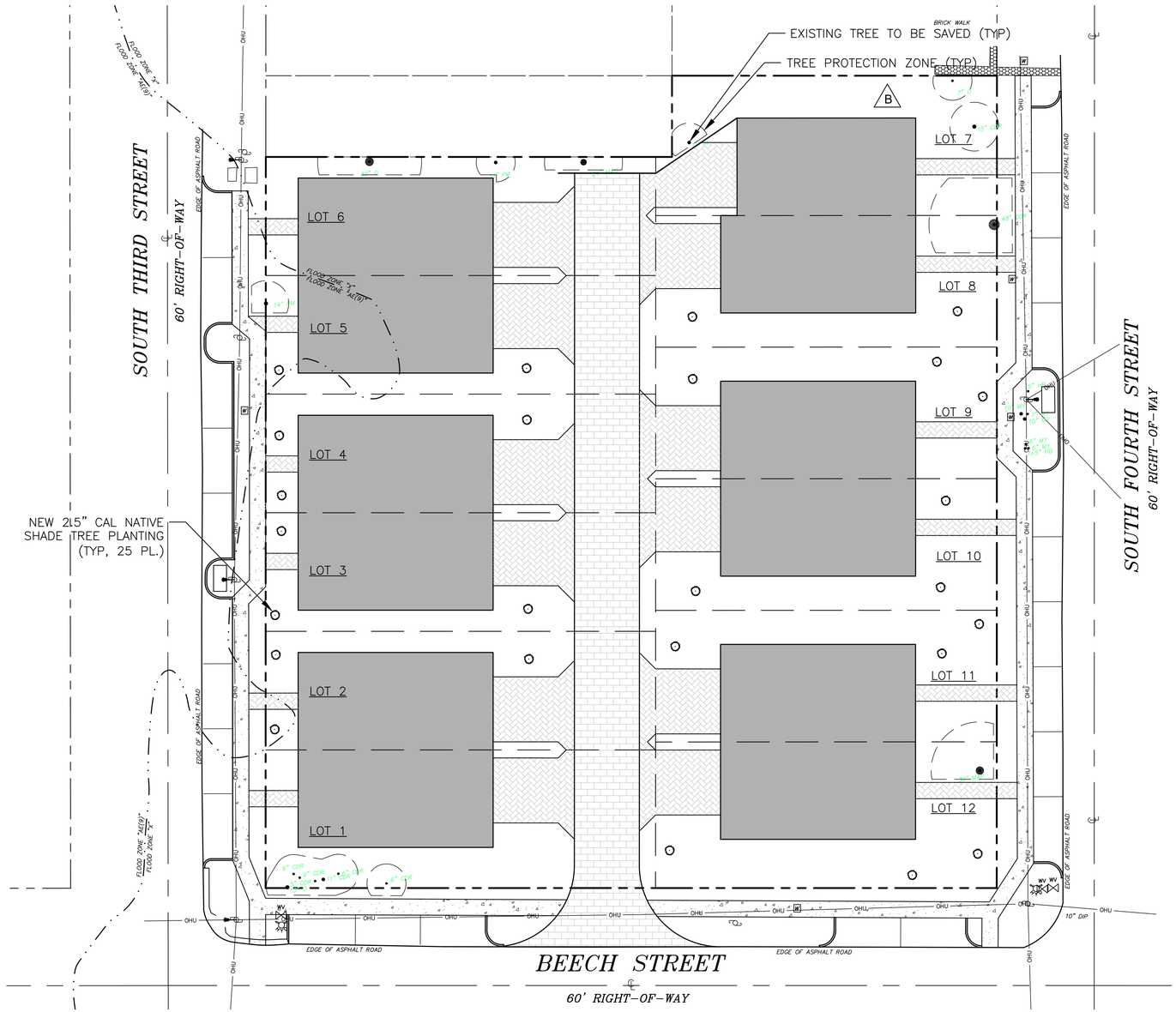
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GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20 ft.

TREE PLANTING TABLE			
LOT #	GROSS AREA (SF)	REQUIRED SHADE TREES	PROPOSED SHADE TREES
1	5,100.0	4	RETAIN EXISTING TREES
2	4,380.0	3	PLANT 3 NEW SHADE TREES
3	4,380.0	3	PLANT 3 NEW SHADE TREES
4	4,380.0	3	PLANT 3 NEW SHADE TREES
5	4,380.0	3	RETAIN EXISTING TREE AND PLANT 2 NEW SHADE TREES
6	4,380.0	3	RETAIN EXISTING TREES
7	4,390.0	3	RETAIN EXISTING TREES
8	4,252.5	3	RETAIN EXISTING TREE AND PLANT 2 NEW SHADE TREES
9	4,252.5	3	PLANT 3 NEW SHADE TREES
10	4,252.5	3	PLANT 3 NEW SHADE TREES
11	4,252.5	3	PLANT 3 NEW SHADE TREES
12	4,725.0	4	RETAIN EXISTING TREE AND PLANT 3 NEW SHADE TREES

B

BARRIER TO BE PLACED AROUND TREE SHALL BE PLACED AROUND TREE PROTECTION ZONE AND BE CONSISTENT WITH SPECIFICATIONS DEFINED IN SECTION 4.05.14(E) OF THE CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE.

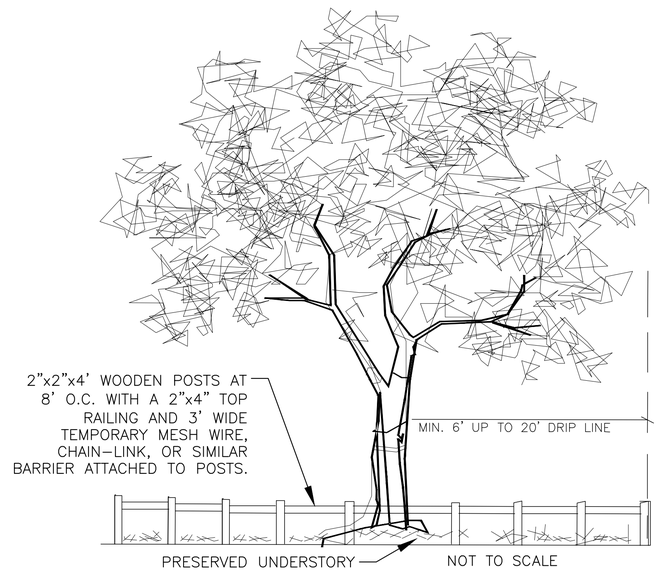
UNLESS NOTED OTHERWISE, THE TREE PROTECTION ZONE IS AT MINIMUM A CIRCULAR ZONE AROUND THE TREE TRUNK OF A RADIUS:

1) 6 FEET, IF THE DRIP LINE OF THE TREE IS LESS THAN 6 FEET FROM THE TRUNK OF THE TREE.

2) 6–20 FEET ENCOMPASSING THE FULL DRIP LINE OF THE TREE, IF THE DRIP LINE OF THE TREE IS BETWEEN 6 AND 20 FEET FROM THE TRUNK OF THE TREE.

3) 20 FEET, IF THE DRIP LINE OF THE TREE IS GREATER THAN 20 FEET FROM THE TRUNK OF THE TREE. 3" MULCH LAYER SHALL BE APPLIED TO THE REMAINING AREA BETWEEN THE TREE PROTECTION ZONE AND DRIP LINE.

ALL DEVELOPMENT ACTIVITIES, EXCEPT THOSE SPECIFICALLY PERMITTED BY SECTION 4.05.14(F)(4) OF THE CITY OF FERNANDINA BEACH LAND DEVELOPMENT CODE, SHALL BE PROHIBITED WITHIN THE TREE PROTECTION ZONE, INCLUDING ANY CONSTRUCTION OF BUILDINGS, STRUCTURES, PAVING SURFACES, STORMWATER RETENTION OR DETENTION PONDS, AND TEMPORARY CONSTRUCTION ACTIVITIES, INCLUDING ALL DIGGING, STORAGE OF CONSTRUCTION MATERIAL, AND PARKING OF CONSTRUCTION VEHICLES.



TREE PROTECTION DETAIL

Rev.	By	Date	Revision
K			
J			
I			
H			
G			
F			
E			
D			
C	EC	10/18/22	REVISED PER TRC COMMENTS
B	EC	09/27/22	REVISED PER TRC COMMENTS
A	EC	07/29/22	ISSUE FOR C.O.F.B. TRC REVIEW

Scale: 1" = 20'
Project Mgr: AG
Designed by: NG
Drawn by: EC
QA/QC: AG

Gillette & Associates, Inc.
20 South 4th Street
Fernandina Beach, FL 32034

Certificate of Authorization No. 9332

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GILLETTE & ASSOCIATES, INC
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FERNANDINA BEACH, FL 32034
PHONE: (904) 261-8819

3RD & BEECH TOWNHOMES

FERNANDINA BEACH, FLORIDA

COMPASS GROUP, INC.

LANDSCAPE PLAN

REGISTERED DESIGN PROFESSIONAL

ASA RAY GILLETTE LICENSE No. 56177 STATE OF FLORIDA PROFESSIONAL ENGINEER

Digitally signed by ASA R GILLETTE
DN: cn=ASA R GILLETTE, c=US, o=Florida, email=asa@gilletteassociates.com
Date: 2022.10.19 09:50:10 -04'00'

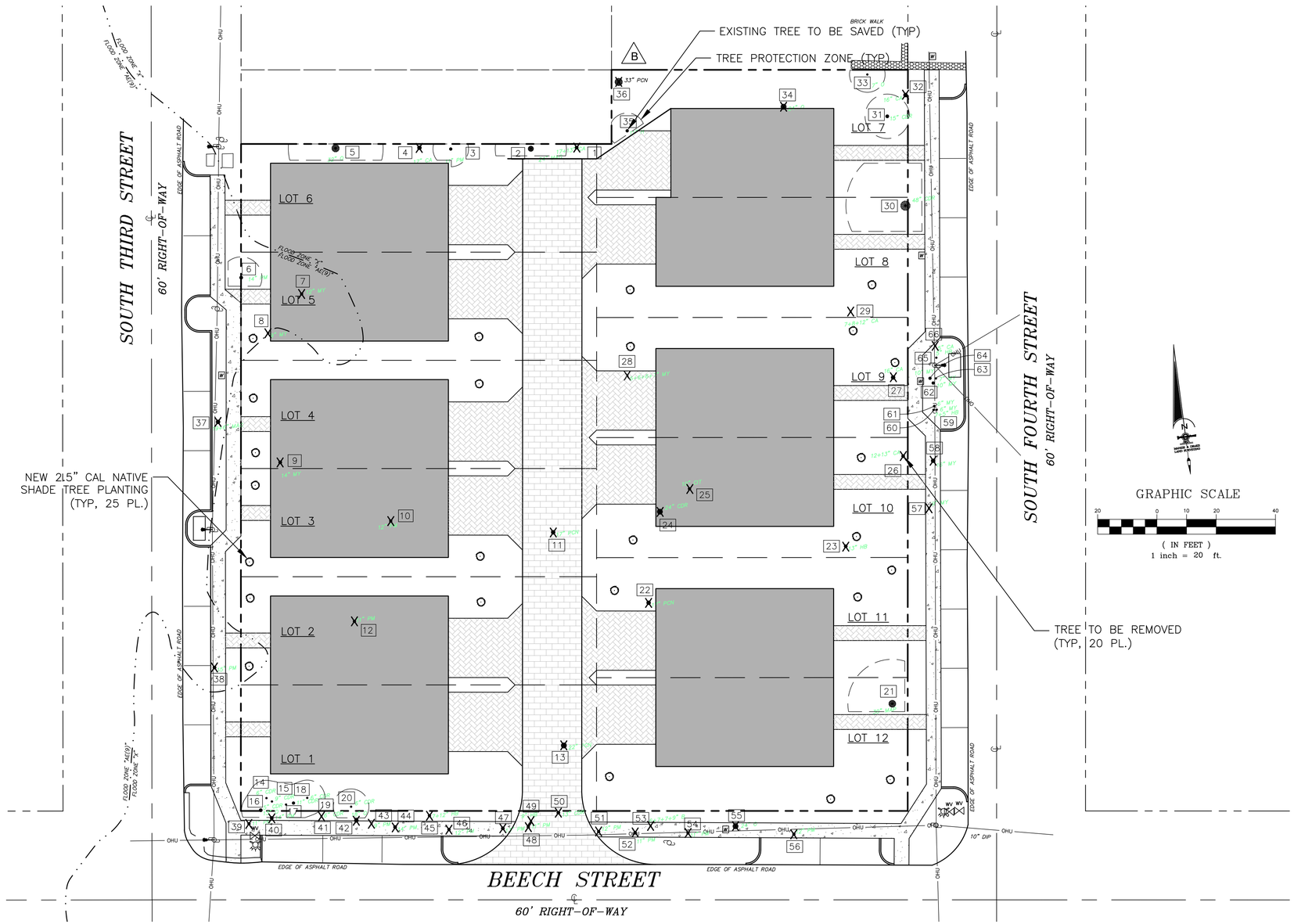
ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

Date: 10/18/22

Project No. 22-10-14

Sheet: LS-1

NOT FOR CONSTRUCTION



TREE MITIGATION DATA (NOT INCLUDING R.O.W.)

TREE ID	SPECIES	DBH	HEALTHY? (Y/N/INV)	PROTECTED DBH	RETAINED (Y/N)	RETAINED DBH	
1	CAMPHOR	30	INVASIVE	0	N	0	
2	MAGNOLIA	24	Y	24	N	0	
3	PALM	11	Y	11	Y	11	B
4	CAMPHOR	17	INVASIVE	0	N	0	
5	OAK	32	Y	32	Y	32	
6	PALM	14	Y	14	Y	14	
7	MYRTLE	12	Y	12	N	0	
8	MYRTLE	9	Y	9	N	0	
9	CAMPHOR	30	INVASIVE	0	N	0	
10	PALM	12	Y	12	N	0	
11	PECAN	17	Y	17	N	0	
12	PALM	11	Y	11	N	0	
13	PECAN	22	N	0	N	0	
14	CEDAR	6	Y	6	Y	6	
15	CEDAR	9	Y	9	Y	9	
16	OAK	13	Y	13	Y	13	
17	CEDAR	5	Y	5	Y	5	
18	CEDAR	11	Y	11	Y	11	
19	CEDAR	6	Y	6	Y	6	
20	CEDAR	6	Y	6	Y	6	
21	MAPLE	30	Y	30	Y	30	
22	PECAN	17	N	0	N	0	
23	HACKBERRY	13	Y	13	N	0	
24	CEDAR	24	Y	24	N	0	
25	CITRUS	10	Y	10	N	0	
26	CAMPHOR	25	INVASIVE	0	N	0	
27	CAMPHOR	16	INVASIVE	0	N	0	
28	MYRTLE	25	Y	25	N	0	
29	CAMPHOR	27	INVASIVE	0	N	0	
30	CEDAR	48	Y	48	Y	48	
31	CEDAR	15	Y	15	Y	15	
32	CAMPHOR	16	INVASIVE	0	N	0	
33	OAK	7	Y	7	Y	7	
34	OAK	24	Y	24	N	0	
35	HICKORY	11	Y	11	Y	11	B
36	PECAN	33	N	0	N	0	
	TOTAL PROTECTED DBH:			405	RETAINED DBH:	224	
	REQUIRED PRESERVATION (50%):			203			

EXISTING TREE LEGEND (NOT INCLUDING R.O.W.)

SYMBOL	DESCRIPTION	QTY.	
CA	CAMPHOR	7	
MAG	MAGNOLIA	1	
PM	PALM	4	
O	OAK	4	
MY	MYRTLE	3	
PCN	PECAN	4	
CDR	CEDAR	9	
MAP	MAPLE	1	
HB	HACKBERRY	1	
CT	CITRUS	1	
H	HICKORY	1	
✖	TREE TO BE REMOVED	20	B
•	TREE TO REMAIN	16	

Rev.	By	Date	Revision
K			
J			
I			
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FERNANDINA BEACH, FLORIDA

COMPASS GROUP, INC.

TREE MITIGATION PLAN

REGISTERED DESIGN PROFESSIONAL

ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

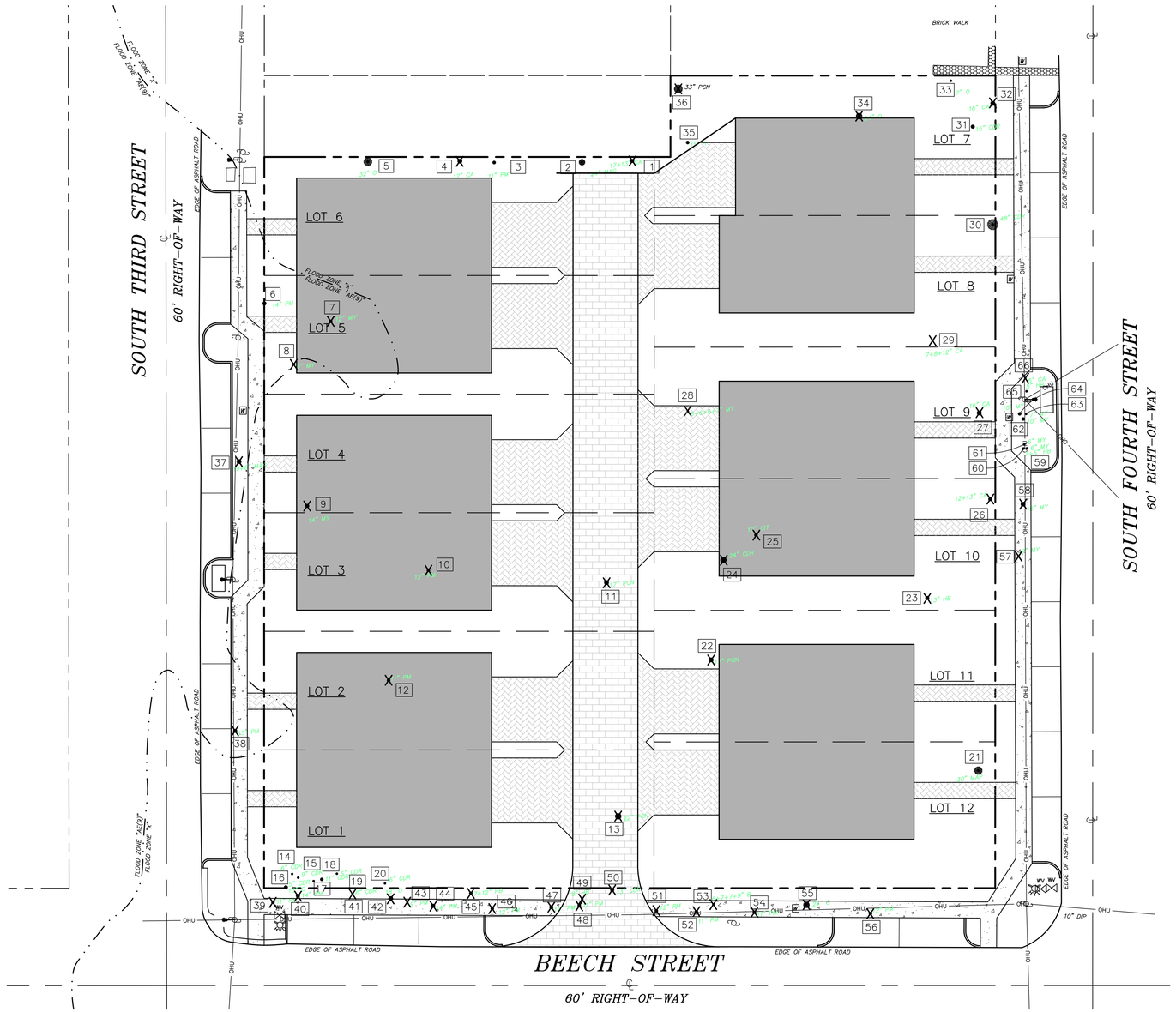
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Date: 10/18/22

Project No. 22-10-14

Sheet: TM-1

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GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
1 inch = 20 ft.

TREE MITIGATION DATA (R.O.W. ONLY)					
TREE ID	SPECIES	DBH	PROTECTED DBH	RETAINED (Y/N)	RETAINED DBH
37	MAGNOLIA	25	25	N	0
38	PALM	15	15	N	0
39	PALM	11	11	N	0
40	PALM	14	14	N	0
41	CEDAR	6	6	N	0
42	OAK	18	18	N	0
43	PALM	9	9	N	0
44	PALM	14	14	N	0
45	HACKBERRY	19	19	N	0
46	PALM	12	12	N	0
47	PALM	13	13	N	0
48	PALM	11	11	N	0
49	HACKBERRY	9	9	N	0
50	CEDAR	13	13	N	0
51	PALM	12	12	N	0
52	OAK	13	13	N	0
53	HACKBERRY	29	29	N	0
54	PALM	11	11	N	0
55	OAK	24	24	N	0
56	PALM	12	12	N	0
57	MYRTLE	9	9	N	0
58	MYRTLE	16	16	N	0
59	HACKBERRY	12	12	Y	12
60	MYRTLE	6	6	Y	6
61	MYRTLE	6	6	Y	6
62	MYRTLE	10	10	Y	10
63	MYRTLE	7	7	Y	7
64	MYRTLE	10	10	Y	10
65	HACKBERRY	5	5	Y	5
66	CAMPHOR	5	0	N	0
TOTAL PROTECTED DBH:			371	RETAINED DBH:	56

EXISTING TREE LEGEND (R.O.W. ONLY)		
SYMBOL	DESCRIPTION	QTY.
CA	CAMPHOR	1
MAG	MAGNOLIA	1
PM	PALM	11
O	OAK	3
MY	MYRTLE	7
CDR	CEDAR	2
HB	HACKBERRY	5
✖	TREE TO BE REMOVED	23
•	TREE TO REMAIN	7

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FERNANDINA BEACH, FLORIDA

COMPASS GROUP, INC.

R.O.W. TREE MITIGATION PLAN

REGISTERED DESIGN PROFESSIONAL

ASA RAY GILLETTE LICENSE No. 56177 STATE OF FLORIDA PROFESSIONAL ENGINEER

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ASA R. GILLETTE, P.E.
FLORIDA P.E. NO. 56177

Date: 10/18/22

Project No. 22-10-14

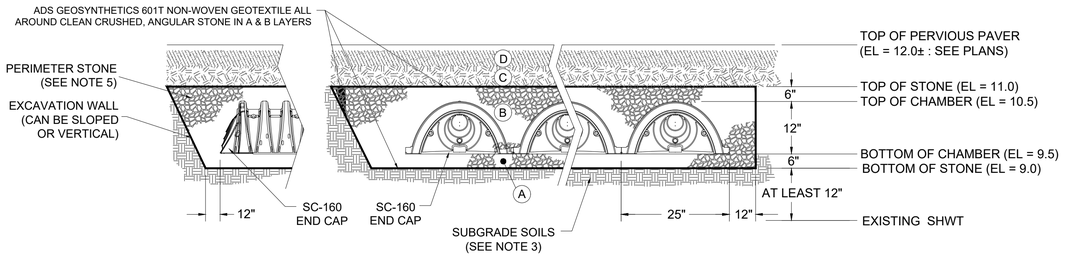
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ACCEPTABLE FILL MATERIALS: STORMTECH SC-160LP CHAMBER SYSTEMS

	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS. (PAVER SYSTEM)	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 18" (450 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER. UTILIZE 6" LIMEROCK	AASHTO M145[1] A-1, A-2-4, A-3 OR AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 12" (300 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 6" (150 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS. ROLLER GROSS VEHICLE WEIGHT NOT TO EXCEED 12,000 lbs (53 kN). DYNAMIC FORCE NOT TO EXCEED 20,000 lbs (89 kN).
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43[1] 3, 357, 4, 467, 5, 56, 57	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 6" (150 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.



INFILTRATION GALLERY CROSS SECTION

NOTES:

1.SC-160LP CHAMBERS SHALL CONFORM TO THE REQUIREMENTS OF ASTM F2418 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS", OR ASTM F2922 "STANDARD SPECIFICATION FOR POLYETHYLENE (PE) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".

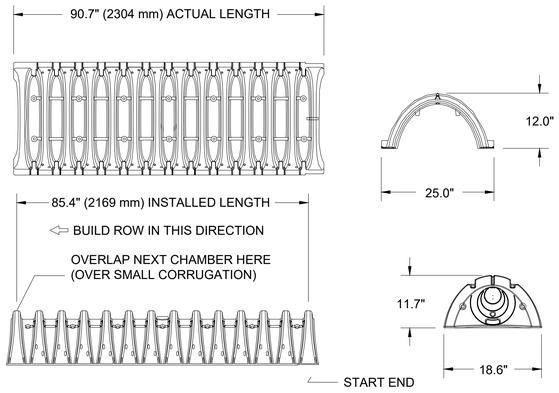
2.SC-160LP CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".

3."ACCEPTABLE FILL MATERIALS" TABLE ABOVE PROVIDES MATERIAL LOCATIONS, DESCRIPTIONS, GRADATIONS, AND COMPACTION REQUIREMENTS FOR FOUNDATION, EMBEDMENT, AND FILL MATERIALS.

4.THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.

5.PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.

6.ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



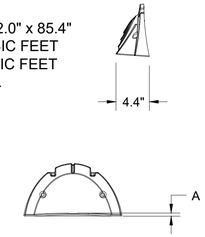
NOMINAL CHAMBER SPECIFICATIONS

SIZE (W x H x INSTALLED LENGTH) :	25.0" x 12.0" x 85.4"
CHAMBER STORAGE:	6.85 CUBIC FEET
MINIMUM INSTALLED STORAGE:	16.0 CUBIC FEET
WEIGHT:	24.0 LBS.

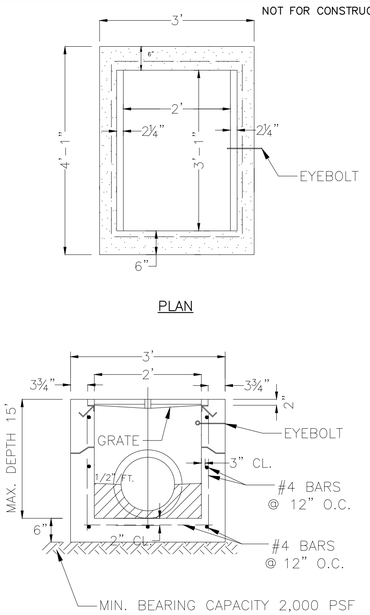
PART #	STUB	A
SC160IEPP08	8"	0.96"

ALL STUBS ARE PLACED AT BOTTOM OF END CAP SUCH THAT THE OUTSIDE DIAMETER OF THE STUB IS FLUSH WITH THE BOTTOM OF THE END CAP. FOR ADDITIONAL INFORMATION CONTACT STORMTECH AT 1-888-892-2694.

NOTE: ALL DIMENSIONS ARE NOMINAL

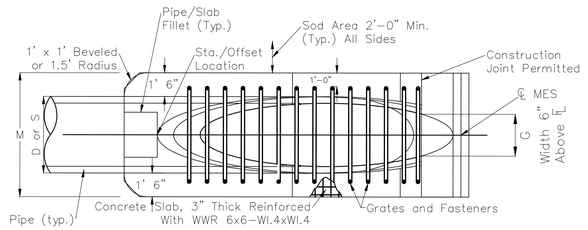


STORMTECH SC-160LP CHAMBER

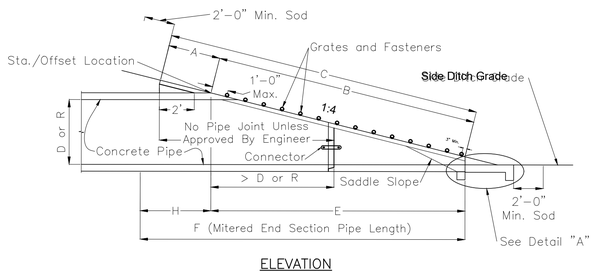


NOTES:
1. CONCRETE DESIGN STRENGTH 4,000 PSI
2. PIPES SHALL BE FLUSH WITH INSIDE WALL

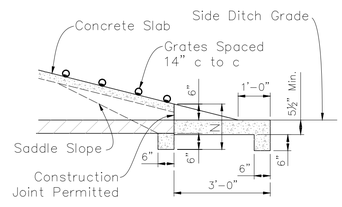
PRECAST TYPE C INLET DETAIL



PLAN – SINGLE PIPE



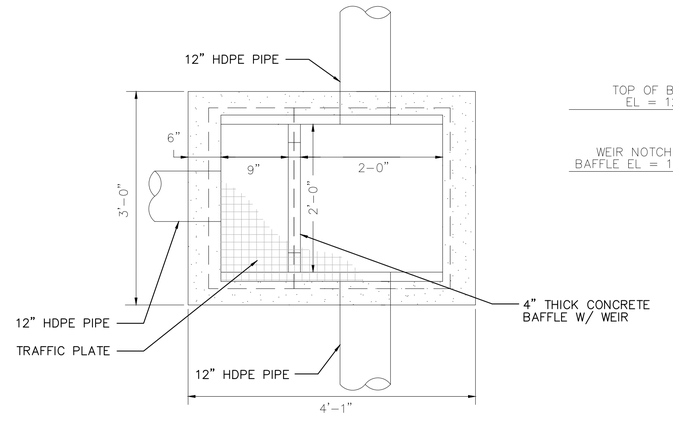
ELEVATION



DETAIL "A"

SEE FDOT INDEX 430-022 FOR ADDITIONAL DETAILS

MES DETAIL



STRUCTURE S-2

Rev.	By	Date	Revision
K			
J			
I			
H			
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COMPASS GROUP, INC.

MISCELLANEOUS DETAILS

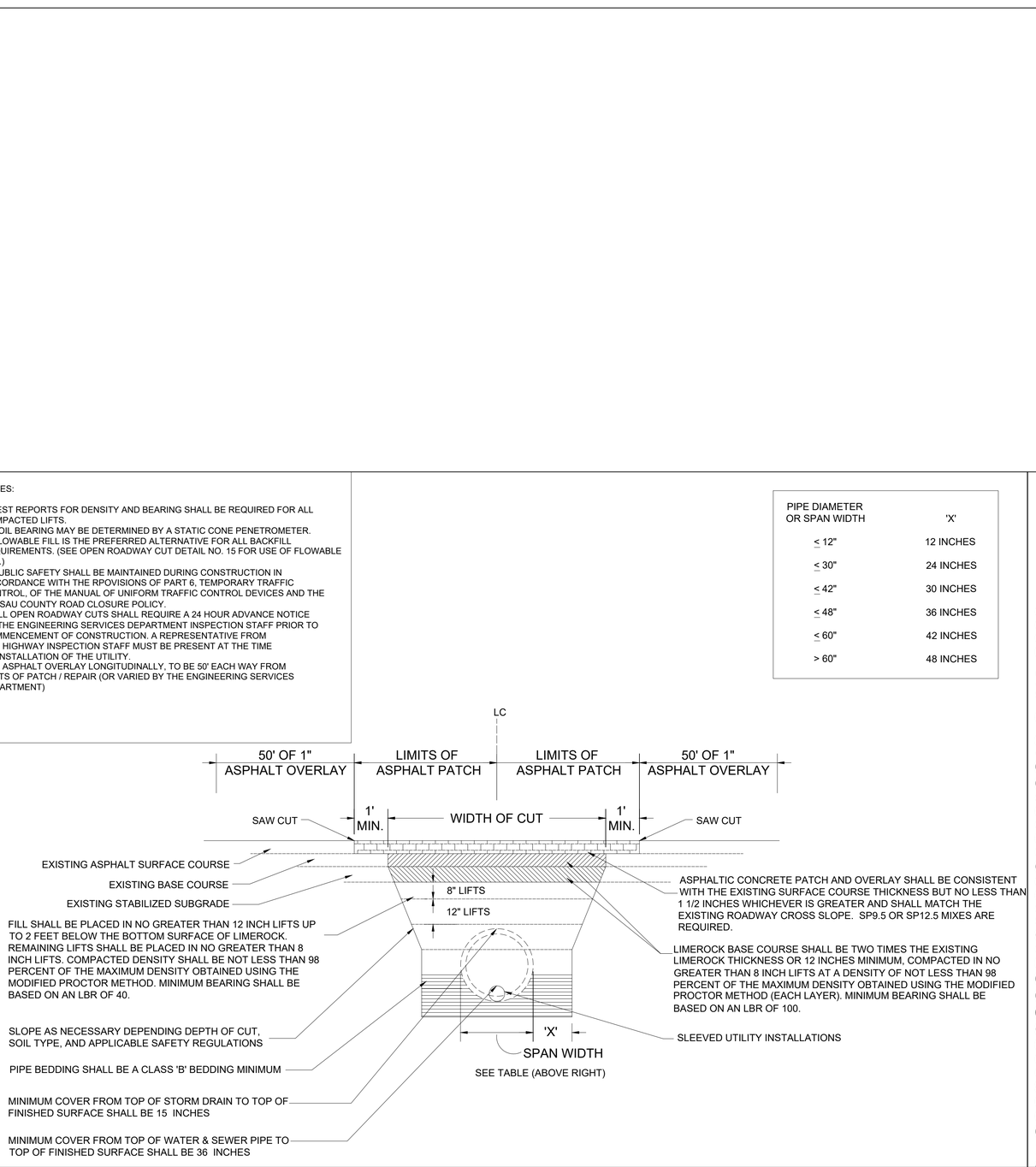
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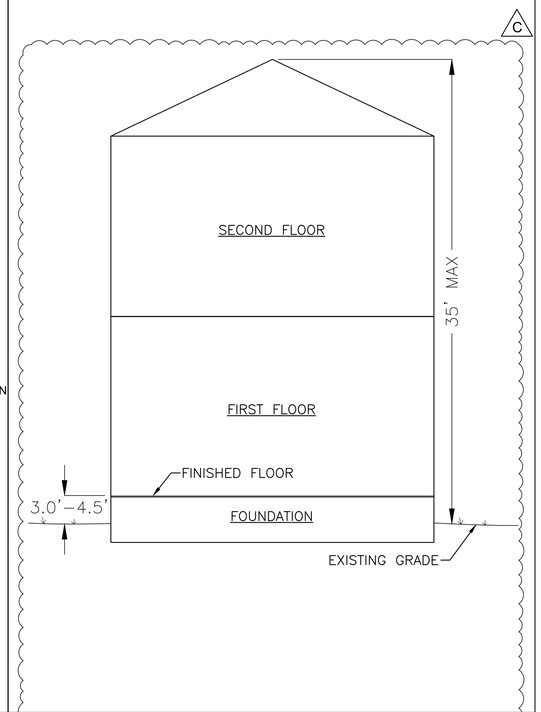
NOTES:

1. TEST REPORTS FOR DENSITY AND BEARING SHALL BE REQUIRED FOR ALL COMPACTED LIFTS.
2. SOIL BEARING MAY BE DETERMINED BY A STATIC CONE PENETROMETER.
3. FLOWABLE FILL IS THE PREFERRED ALTERNATIVE FOR ALL BACKFILL REQUIREMENTS. (SEE OPEN ROADWAY CUT DETAIL NO. 15 FOR USE OF FLOWABLE FILL.)
4. PUBLIC SAFETY SHALL BE MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH THE RPOVISIONS OF PART 6, TEMPORARY TRAFFIC CONTROL, OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND THE NASSAU COUNTY ROAD CLOSURE POLICY.
5. ALL OPEN ROADWAY CUTS SHALL REQUIRE A 24 HOUR ADVANCE NOTICE TO THE ENGINEERING SERVICES DEPARTMENT INSPECTION STAFF PRIOR TO COMMENCEMENT OF CONSTRUCTION. A REPRESENTATIVE FROM THE HIGHWAY INSPECTION STAFF MUST BE PRESENT AT THE TIME OF INSTALLATION OF THE UTILITY.
6. 1" ASPHALT OVERLAY LONGITUDINALLY, TO BE 50' EACH WAY FROM LIMITS OF PATCH / REPAIR (OR VARIED BY THE ENGINEERING SERVICES DEPARTMENT)

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



OPEN ROAD CUT DETAIL



BUILDING FRONT ELEVATION

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Project No. 22-10-14
Sheet: DT-2 (B)

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

Office of the City Attorney tbach@fbfl.org

TO: Kelly N. Gibson, Deputy Planning Director

CC: Planning Advisory Board Members
Mayor and City Commissioners
Dale L. Martin, City Manager
Caroline Best, City Clerk
Ron V. Flick, Compass Group, Inc.

FROM: Tammi E. Bach, City Attorney

DATE: February 14, 2023

RE: Application for Preliminary Plat (known as "Tringali Property")
Parcel Nos: 000031180000120150; 000031180000120100; 000031180000120050; 000031180000120210; and 000031180000120190

I have reviewed application materials, engineered plans, emails and agent authorizations submitted for the preliminary plat application for the above-referenced parcel identification numbers in the City of Fernandina Beach. I have concluded that this application is incomplete due to: 1) For parcel ID# 000031180000120150, the absence of a notarized statement authorizing a representative to act as an agent of the property owner (Josephine Tringali) with regard to a preliminary plat application (*see* Section 11.01.03(A)(4) of the Land Development Code), and 2) For parcel ID#'s 000031180000120100, 000031180000120050, 000031180000120210 and 000031180000120190, absence of notarized statement(s) of property owner(s) [Anthony J. Tringali Revocable Trust (the "Trust") dated March 27, 2017 and successor trustees].

All of the parcel ID numbers referenced in this memorandum are included in the preliminary plat application and site plan submitted first to the City of Fernandina Beach Planning and Conservation Department in August 2022. These parcels include the parcel owned by Josephine Tringali (ID# 000031180000120150). The Technical Review Committee did not approve the site plan or preliminary plat in September 2022 but provided comments to Gillette & Associates who provided engineering guidance on the project for the property owners. No development order has been issued by the City for the above-referenced parcels. The City's Planning and Conservation Department had received a notarized statement showing Gillette & Associates as the agent in September 2022. The Planning Advisory Board considered the preliminary plat application on December 14, 2022 and recommended denial to the City Commission. In January 2023, as the City staff and Compass Group, Inc. (representing to staff that they were now the agent for property owners) prepared for the City Commission to hear the preliminary plat application on February 7, 2023, I requested that Compass Group, Inc. provide the City with some proof that the Trustee of the Trust indeed had authority to bind the property owner(s) before the City Commission heard the preliminary plat application request. Up to the 6:00PM start time for the City Commission regular meeting on February 7, 2023, I waited with Mr. Ron Flick for the presumed last notarized statement authorizing Mr. Flick and Compass Group to represent the property owners in front of the City Commission for presentation of evidence and testimony under oath in the quasi-judicial hearing. This presumed last notarized statement needed for the hearing to proceed was not received. I explained to Mayor Bradley Bean that this preliminary plat could not be heard by the City Commission without all property owner(s) providing notarized

statements authorizing Compass Group, Inc. to represent their interests at this hearing. The applicant did not provide any written notice of withdrawal of the application for preliminary plat. I suggested that the preliminary plat be "pulled" from the agenda or otherwise not heard by the City Commission because of the lack of agent authorizations. Therefore, it is my opinion that the preliminary plat application is incomplete in accordance with Section 11.01.03 of the Land Development Code ("LDC"). It is further my opinion that the recommendation made by the Planning Advisory Board on December 14, 2022 is null and void because it was based on an incomplete preliminary plat application without sufficient agent authorizations from the property owners. *See* Section 11.01.03(A)(4) LDC.

Pursuant to Section 11.03.01(A)(3) of the LDC, the applicant will have 30 days from the date of this memorandum (delivered via email to addressees above), until March 17, 2023, to provide a complete application for preliminary plat including notarized agent authorizations sufficient to prove that Josephine Tringali and the Trust, as property owners, have authorized Compass Group, Inc. or another agent to present a complete and sufficient preliminary plat application to the City's Planning and Conservation Department to be considered by the Technical Review Committee and Planning Advisory Board. If the City does not receive a complete and sufficient preliminary plat application by March 17, 2023, the application will be deemed withdrawn and would have to be submitted with a new application fee to the Planning and Conservation Department. *See* Section 11.03.01(A)(4) of the LDC. A "withdrawn" application under 11.03.01(A)(4) of the LDC does not have the same meaning as "withdrawn" under Section 11.03.06 of the LDC. Put simply, if a complete and sufficient application is not submitted on or before March 17, 2023 for preliminary plat, it can be submitted at any time in the future with the payment of a new application fee and new process starting as of the date of submittal.

*******All documents referred to in this memorandum including application, agent authorizations, emails, plans, etc. are public records and available for copying and inspection by contacting the Planning and Conservation Department, City Clerk's Office or City Attorney's Office.***

APPROVED

MINUTES - AMENDED
PLANNING ADVISORY BOARD
REGULAR MEETING
DECEMBER 14, 2022
5:00 PM
CITY HALL COMMISSION CHAMBERS

1. CALL TO ORDER 5:00 PM

ROLL CALL / DETERMINATION OF QUORUM
MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson
Barbara Gingher (Departed 6:27)	John Boylan
Richard Doster	

MEMBERS ABSENT:
Mark Bennett

OTHERS PRESENT:

Kelly Gibson, Planning & Conservation Director	Tammi Bach, City Attorney
Daphne Forehand, City Planner	Sylvie McCann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes from the Regular Meeting of October 12, 2022.

Member Stevenson noted an error on Page 2, item 3.1 to correct his name to Stevenson instead of Peterson. Chair Robas asked that in the Public Hearing section, Mr. Stauffer's address be corrected for consistency.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan approve the Minutes with the noted amendments.

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

4. OLD BUSINESS

No old business was presented.

Chair Robas addressed the audience and spoke of the resurgence of Covid19, the resignation of Vice-Chair Minshew, and that Member Gingher will depart the meeting at 6:30 p.m. Chair Robas noted her appreciation for the audience's participation in providing a voice to the Board and emphasized the PAB members' volunteer role. Lastly, she corrected the date of the next PAB meeting date which should be January 11, 2023.

5. NEW BUSINESS

5.1 **PAB 2022-0026 - PRELIMINARY PLAT** - FOR PROPERTIES LOCATED AT 124 SOUTH 3RD STREET, 119 SOUTH 4TH STREET, 123 SOUTH 4TH STREET + 125 SOUTH 4TH STREET FOR A 12-LOT TOWNHOME DEVELOPMENT.

Ms. Gibson presented the case with a short introductory summary of her professional experience with the City. She then presented the case and recommended approval.

Tammi Bach, City attorney, explained her supporting role to the Board.

Ron Flick, 961687 Gateway Blvd, was present along with Asa Gillette, Engineer, agent for the Tringali Family and Trust, and welcomed any questions.

Michael Spino, Chair of the Historic District Council, he also noted that James Pozzetta, architect was also present. He asked that the Board take all of the appropriate step to save the property located at 124 S. 3rd Street. He also spoke of the history behind the Tringali house. He suggested that should the City Commission decide to approve this request, a list of recommendations should be attached to the approval. He listed such recommendation as follow: photographic documentation of the building before demolition, harmonious design with scale and elevation of neighboring community, fill to be minimize to be in keeping of the character of the neighborhood, foundation is off grade frame or simulated off grade frame construction, porch to be located in the front of house, designed in scale and proportion that related to the character of the neighborhood, that the applicants work closely with the Preservation Planner, and finally he addressed view corridor and tree planting in order to establish a canopy.

Public Hearing was opened.

Len Kreger, 1313 Hickory Street, current Vice-Mayor, spoke about this request should be moved to the Board of Adjustment since he believes that this current request is not compliant with the Comprehensive Plan.

Robert Erickson, 30 S. 3rd Street, voiced support for the request. He explained his position.

Joan Corey, 408 Beech Street, spoke about the location of utilities according to the LDC requirements. She also spoke of the proposed width of lots and the LDC requirements.

Taina Christner, 406 Beech Street, spoke against this request and that it should be presented to the Board of Adjustment, not to the Planning Advisory Board. Ms. Christner read the portion of LDC addressing that code. She then spoke of the lot width in LDC and emphasized on the character of the neighborhood.

David Colson 111 S. 4th Street, spoke against this request. He also mentioned that he agreed with comments from Ms. Christner. He voiced concerned about the flow of water and the character of the neighborhood.

Grace Cascone, 116 S. 4th Street, spoke against the request and about the water flow and drainage.

Joyce Tuten, 2120 Beech Street, spoke against the request and agreed with previous comments. She spoke of the LDC sections 1.03.05 and 1.03.03 regarding lots of record. She spoke of flood risk.

John Clare and Christine Shub, 901 Atlantic Avenue, spoke of flood risk and drainage.

Kim Wolford, 1315 Broome, thanked the Board for their service and poke against the request. She noted that having been a resident in multiple historic districts across the U.S and having seen this scenario many times with a negative outcome. She also mentioned that the developers' records and violations of the LDC.

Julie Ferreira, 501 Date Street, spoke against the project, and asked the Board why LDC Section 1.03.05 was not provided to the Board within the agenda packet. She also mentioned that this project, if approved, could have a domino effect and setting a precedent.

Eugenia Manderfield, 708 N. 15th Street, spoke against the project, and that there is a need to reinforce our Land Development Code.

Jack Imber 1003 Broome Street, spoke against the project, spoke about the environmental impact summary or lack thereof.

At this time, 6:27 PM, Member Gingher departed.

Mary Colson, 111 S. 4th Street, spoke against the project, and spoke of the built pattern and density.

Chair Robas read a letter dated November 26, 2022, from Marian Phillips, resident of the City at 724 S. 6th Street.

Public Hearing was closed.

Chair Robas called a 10-minute pause at 6:33 PM and reconvened at 6:45 PM.

Chair Robas provided her comments regarding the request and spoke of the LDC and Comprehensive Plan sections addressing some issues with the Staff Report regarding lots of records and noted that she found that there are, by definition, only 5 building lots of records. She then noted that in her opinion, this request should be sent to the Board of Adjustment in order to acquire a variance to secure the release of all lots.

Member Doster asked Ms. Bach how applications have been considered in the past regarding LDC Section 1.03.05. He then asked Mr. Flick his insight regarding Chair Spino's comments. Mr. Flick offered clarification regarding design and drainage and water flow. Member Doster then said that he would not be in favor of this project because of not really knowing what would be built and its impact on the character of the neighborhood.

Member Stevenson spoke of one of the Vision statements regarding the Preservation of Character.

Chair Robas asked Staff why the applicant did not submit a request to the Board of Adjustment instead of the Planning Advisory Board. Ms. Gibson explained. Chair Robas reiterated her doubt about this request not going to the BOA for a variance first.

Member Boylan voiced his agreement with comments from other members.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend denial of PAB case 2022-0026 to the City Commission; AND that PAB case 2022-0026 as presented is not sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time, and that it is recommended that PAB case 2022-0026 be referred to the Board of Adjustment (BOA).

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

6. BOARD BUSINESS

7. STAFF REPORT

8. PUBLIC COMMENT

9. ADJOURNMENT 7:14

Sylvie McCann

Sylvie McCann, Recording Secretary

Victoria Robas, Chair

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING APRIL 12, 2023
5:00 PM
CITY HALL COMMISSION CHAMBERS

1. CALL TO ORDER / ROLL CALL / DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
None

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes from the Regular Meeting of March 8, 2023.

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Gingher to approve PAB Minutes from March 8th, 2023, as presented.

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

Chair Robas proposed a change in the order of the cases by reviewing item 5.4 as the second item of the New Business.

4. OLD BUSINESS

4.1 PAB 2022-0026 - PRELIMINARY PLAT/REPLAT - TRINGALI PROPERTIES
FOR PROPERTIES LOCATED AT 119, 123, & 125 S. 4TH STREET + 124 S 3RD STREET + LOTS 10-14 Block 12 S 3RD STREET TO CREATE A 12-LOT TOWNHOME DEVELOPMENT

Member Bennett asked why this case is being heard a second time. Ms. Bach explained that the case is being presented a second time because the original application was deemed incomplete. Chair Robas asked for the City Commission to issue a ruling with clear direction on the ability to hear this case again and if LDC Section 1.03.05(C) really applies to this case.

Ms. Gibson clarified that this case would move to the City Commission as a quasi-judicial hearing, with the PAB approved recommendation of Denial from the PAB during its December 2022 regular meeting and direction on future application.

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

ACTION TAKEN: After some Board discussion, Chair Robas stated that the Board's December 2022 recommendation of Denial the City Commission stands.

5. NEW BUSINESS

5.1 PAB 2023-0038 - CITY OF FERNANDINA BEACH, VACATION OF RIGHT OF WAY FOR POMPANO ST

VACATION OF AN APPROXIMATELY 142 FEET BY 50 FEET SECTION OF UNIMPROVED POMPANO STREET TO IMPROVE AND EXPAND THE EXISTING SKATE PARK AT MAIN BEACH

Chair Robas asked if the discussion could also include the Dolphin Avenue right-of-way located north of the parcel in the current case. Ms. Bach explained that it is best to wait for Staff to perform a staff report analysis before the Board makes a decision on a different property as this is a very specific process.

Catherine Vorrasi, Park & Recreation Director, explained the reason behind the request, the reason being the support of a possible expansion of the skate park with the help of fundraising scheduled events.

Ms. Forehand presented the case and recommended approval.

Chair Robas asked if a preliminary plan of the expansion was available. Ms. Forehand noted that there were no plans yet but Ms. Vorrasi indicated where the expansion would take place on the map.

Member Stevenson asked about the possibility to assess discussion about Dolphin Avenue.

Catherine Vorrasi, Parks & Recreation Director, commented that to her knowledge no request to consider vacation of the Dolphin right-of-way has recently presented or discussed.

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Doster to recommend approval of PAB case 2023-0038 to the City Commission as per the Staff recommendation; AND that PAB case 2023-0038 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being as follows:

Member Boylan	**Aye**
Member Bennett	**Aye**
Member Doster	**Aye**
Member Gingher	**Aye**
Member Gillette	**Aye**
Vice-Chair Stevenson	**Nay**
Chair Robas	**Aye**

Motion carried.

At this point Case 5.4 PAB 2023-0040 was presented first.

5.2 PAB CASE 2023-0041 - COMPREHENSIVE PLAN TEXT AMENDMENTS -

TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY MODIFING THE FUTURE LAND USE ELEMENT POLICY 1.08.05 (STANDARDS FOR DESTINATION ACTIVITY CENTERS OR CONVERSION OF EXISTING CONVENTIONAL SUBURBAN SHOPPING CENTERS) AND MODIFYING OR STRIKING THE MULTIMODAL TRANSPORTATION ELEMENT POLICIES 2.13.06 (REQUIRED PLACEMENT

OF PARKING), 2.13.08 (VISUAL SCREENING OF PARKING), 2.13.11 (REQUIREMENTS FOR PERVIOUS PARKING MATERIALS).

Ms. Gibson presented PAB case 2023-0041 and 2023-0039 contiguously and explained the amendments to all policies and LDC code sections, and recommended approval.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Bennett to recommend approval of PAB case 2023-0041 Comprehensive Plan Text Amendments to the City Commission; AND that PAB case 2023-0041 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.3 PAB CASE 2023-0039 - LAND DEVELOPMENT CODE TEXT AMENDMENTS - TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY ADDING DEFINITIONS IN SECTION 1.07.00 (ACRONYMS AND DEFINITIONS) FOR ADAPTIVE REUSE, DEVELOPMENT AND DEVELOPMENT ACTIVITY, INFILL DEVELOPMENT, REDEVELOPMENT, AND GREENFIELD DEVELOPMENT, TO AMEND SECTION 6.04.01 STANDARDS FOR LARGE SCALE COMMERCIAL DEVELOPMENT SPECIFICALLY CHANGING POLICIES FOR MAXIMUM GROSS FLOOR AREA, CREATING ALLOWANCE FOR EXPANSION OF NON-CONFORMING STRUCTURES, PARKING MATERIALS, LOADING DOCKS, TO AMEND SECTION 7.01.04(C)(2) PARKING LOT DESIGN REQUIREMENTS, PARKING MATERIALS; TO AMEND SECTION 7.01.06 LOADING SPACE STANDARDS AND DESIGN TO ADD CRITERIA FOR REDEVELOPMENT PROJECTS, MODIFYING SECTION 10.01.02 TO ALLOW REASONABLE EXPANSION OF NON- CONFORMING COMMERCIAL DEVELOPMENT.

Ms. Gibson presented PAB case 2023-0041 and 2023-0039 contiguously, explained the amendments to all policy, and LDC code sections and recommended approval.

Member Gillette asked about Section 1.07.00. Ms. Gibson expanded on the adaptive reuse definition and redevelopment definition.

Vice-Chair Stevenson asked about LDC Chapter 7 and asked who sets parking requirements. Ms. Gibson noted that these are set locally. Members discussed the impact of these amendments on parking expansion requirements for adaptive reuse and their redesign.

Asa Gillette, Gillette & Associates, 24 S. 2nd Street, spoke about his experience dealing with pervious material and the cost of the improvement while not really creating a positive change to the percolating aspect, especially with re-designing of parking lots. With members discussing parking issues further, Ms. Gibson suggested that Parking Standards could be addressed at a later date, with the last parking standards review having been done back in 2011.

Ms. Gibson explained that the Board would vote on both the LDC and Comprehensive Plan mirrored components which would be presented to the City Commission for consideration for 1st Reading. Upon approval, the Comprehensive Plan amendments would be routed to the State for approval, and once approved by the State routed back to the City Commission for 2nd Reading.

Chair Robas asked how we currently meet the impervious requirements. Ms. Gibson provided the information.

Public Hearing was opened.

Julie Ferreira, 501 Date Street, spoke of needed visual in regard to size of structures vs its requirements for parking. She also spoke of vegetative berms and loading docks distance to residential areas.

Betsie Huben, 4615 Philip Manor Place, also spoke of needing visual and of pervious material requirements.

Janet Ancrun, 1901 Island Walk Way, spoke on behalf of Council on Aging, and inquired about the impact of an approval of these changes regarding their upcoming pavilion project.

Tim Everley, 1901 Island Walk Way, spoke on behalf of the Council on Aging, also spoke of the impact of these changes on their upcoming project.

Member Gillette spoke of the current punitive pervious code for redevelopment.

Ms. Bach offered the Board members a different perspective by separating the different types of development and spoke of 3 categories: adaptive reuse, redevelopment and new development.

Kim Wolford, 1315 Broome Street, spoke of the purpose of making this change.

Mike Hertzberg, 1 Sleiman Parkway, Jacksonville, spoke of existing commercial development maintenance and the restrictive requirements for re-development.

Chair Robas inquired about the possibility for a tenant to double their footprint by acquiring an adjacent space and then exceeding the maximum square footage. Some Member opined that 60,000 sqft should be the maximum allowed footprint vs the proposed 55,000 sqft.

Jack Imber, 1003 Broome Street asked about the impact of this change on the Waterfront Development and opined that these code changes are premature considering the current economy.

Chair Robas voiced concern regarding the loading docks and the impact of noise close to a residential area. Ms. Gibson explained the current requirements of 40 feet to a property line.

Julie Ferreira, 501 Date Street, spoke of the Board's decision impacting the future.

At this point, the Board moved to item 6.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Bennett to recommend approval of PAB case 2023-0039 Land Development Code Text Amendments to the City Commission; AND that PAB case 2023-0039 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.4 PAB CASE 2023-0040 - LAND DEVELOPMENT CODE TEXT AMENDMENTS - TO MODIFY 10.02.02 (A) REQUIRED FINDINGS FOR GRANT OF A VARIANCE TO REMOVE THE CRITERIA FOR SPECIAL PRIVILEGE AND TO ALLOW A VARIANCE TO BE APPROVED WITH A SUPERMAJORITY OF THE CRITERIA BEING MET.

This case was presented after item 5.1.

Chair Robas suggested that this case be continued to the June 14, 2023 meeting so this topic can be discussed during a Joint Meeting on April 27, 2023 with all of the PAB, HDC and BOA members.

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to continue the PAB case 2023-0040 to the PAB regular meeting of June 14th, 2023.

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

At this point Item 5.2 case PAB 2023-0041 was presented.

6. BOARD BUSINESS

6.1 Reminder of HDC/PAB Joint Special Meeting on Wednesday, April 26, 2023 at 5pm.

Chair Robas suggested that the PAB meet with the BOA in a Joint Meeting to discuss item PAB case 2023-0040, possibly May 17th or May 24th at 5:00 p.m. at the Chambers.

7. STAFF REPORT

8. PUBLIC COMMENT

Joan Corey, 408 Beech Street, asked about the Tringali property. It was explained that the Board's recommendation from December 2022 stands and is moved to the CC commission for consideration at their regular meeting of May 16th, 2023.

Tina Christner, 406 Beech Street, spoke of the trust between government and citizens regarding the change to the variance criteria.

Ms. Bach clarified that the change request for PAB case 2023-0040 regarding the removal of a variance criteria was initiated from the Board of Adjustment, not by Staff.

Ms. Gibson also clarified that all the Land Development Case Text amendments synopsis were available through each staff report and throughout the materials within the agenda packet.

Len Kreger, 1313 Hickory Street, emphasized the super majority change was important.

9. ADJOURNMENT 7:10 PM

_____ _____

Sylvie McCann, Recording Secretary Victoria Robas, Chair

NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, April 12, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

VACATION OF RIGHT OF WAY (ROW)

PAB CASE 2023-0038: ***CITY OF FERNANDINA BEACH*** REQUESTS A VACATION OF ROW FOR APPROXIMATELY 142 FT BY 50 FT SECTION OF UNIMPROVED POMPANO STREET.

LAND DEVELOPMENT CODE TEXT AMENDMENT

PAB CASE 2023-0039: ***CITY OF FERNANDINA BEACH*** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY ADDING DEFINITIONS IN SECTION 1.07.00 (ACRONYMS AND DEFINITIONS) FOR ADAPTIVE REUSE, DEVELOPMENT AND DEVELOPMENT ACTIVITY, INFILL DEVELOPMENT, REDEVELOPMENT, AND GREENFIELD DEVELOPMENT, TO AMEND SECTION 6.04.01 STANDARDS FOR LARGE SCALE COMMERCIAL DEVELOPMENT SPECIFICALLY CHANGING POLICIES FOR MAXIMUM GROSS FLOOR AREA, CREATING ALLOWANCE FOR EXPANSION OF NON-CONFORMING STRUCTURES, PARKING MATERIALS, LOADING DOCKS, TO AMEND SECTION 7.01.04(C)(2) PARKING LOT DESIGN REQUIREMENTS, PARKING MATERIALS; TO AMEND SECTION 7.01.06 LOADING SPACE STANDARDS AND DESIGN TO ADD CRITERIA FOR REDEVELOPMENT PROJECTS, MODIFYING SECTION 10.01.02 TO ALLOW REASONABLE EXPANSION OF NON-CONFORMING COMMERCIAL DEVELOPMENT.

LAND DEVELOPMENT CODE TEXT AMENDMENT

PAB CASE 2023-0040: ***CITY OF FERNANDINA BEACH*** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY 10.02.02(A) REQUIRED FINDINGS FOR GRANT OF A VARIANCE TO REMOVE THE CRITERIA FOR SPECIAL PRIVILEGE AND TO ALLOW A VARIANCE TO BE APPROVED WITH A SUPERMAJORITY OF THE CRITERIA BEING MET.

COMPREHENSIVE PLAN TEXT AMENDMENT

PAB CASE 2023-0041: ***CITY OF FERNANDINA BEACH*** REQUESTS COMPREHENSIVE PLAN TEXT AMENDMENTS TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY MODIFYING THE FUTURE LAND USE ELEMENT POLICY 1.08.05 (STANDARDS FOR DESTINATION ACTIVITY CENTERS OR CONVERSION OF EXISTING CONVENTIONAL SUBURBAN SHOPPING CENTERS) AND MODIFYING OR STRIKING THE MULTIMODAL TRANSPORTATION ELEMENT POLICIES 2.13.06 (REQUIRED PLACEMENT OF PARKING), 2.13.08 (VISUAL SCREENING OF PARKING), 2.13.11(REQUIREMENTS FOR PERVIOUS PARKING MATERIALS).

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

Request to Intervene

PRELIMINARY PLAT/REPLAT APPROVAL - "THIRD AND BEECH" TOWNHOME SUBDIVISION

RESOLUTION 2023-23 APPROVING A PRELIMINARY PLAT/REPLAT TO CREATE A TWELVE-LOT TOWNHOME SUBDIVISION CALLED “THIRD AND BEECH”; AUTHORIZING EXECUTION AND PROVIDING FOR AN EFFECTIVE DATE.

Affected Parties: Taina Christner, 406 Beech Street, Fernandina Beach, FL

Taina Christner lives diagonally across the street to the proposed 3rd and 4th Street Townhome subdivision, and she is more adversely affected than the community at-large. The proposed townhome subdivision would:

- Decrease property values of existing homeowners.
- Increase traffic on Beech Street with the addition of a driveway for the subdivision on Beech Street
- Increase storm runoff and flooding possibilities during floods.
- Drastically change the character of a historic district street neighborhood
- Remove canopy trees that provide protection

Placing a townhome subdivision on single family home neighborhood directly violates the intent of the Comprehensive Plan section 1.02.06

1.02.06. The City shall assure that specific density assigned to new development and redevelopment is compatible and consistent with established residential development patterns and provides equitable use of the land. Criteria to be considered in allocating density shall include, but not be limited to, the following:

a. Protecting the integrity and stability of established residential areas;

b. Assuring smooth transition in residential densities;

c. Encouraging commercial and residential mixed use development patterns;

d. Recognizing and being sensitive to the character and form of the surrounding neighborhoods;

The City Attorney has stated in e-mail and in meetings that if you deny the application regarding the Tringali property or send it to the Board of Adjustment, the developer and the property owner will have a valid claim under the Equal Protection Clause. Ms. Christner’s expert witness, Professor Bradford R. Clark disagrees, as revealed by the caselaw discussed in his attached memorandum. Also, Prof. Clark feels that if the Commission were to approve this proposal without sending it to the Board of

Adjustment, it would establish an extremely bad precedent that could require the City to approve all future requests to subdivide residential property within the City to build townhome developments without limit.

Attachments:
Expert Witness Bradford R. Clark CV
Expert Witness Bradford R. Clark Memorandum
City of Fernandina Beach Land Development Code Sections
City of Fernandina Beach Approved Planning Advisory Board Special Meeting Minutes, January 26, 2006
E-mail between City Attorney Tammy Bach and various staff and city commissioners, November 22, 2022
Examples of cases sent to the BOA that are not restoring to historic lots of record
City of Fernandina Beach Comprehensive Plan Section

INTERNAL USE ONLY

BRADFORD R. CLARK

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Washington, DC 20052

brclark@law.gwu.edu
(202) 994-2073

ACADEMIC EXPERIENCE

George Washington University Law School, Washington, DC

William Cranch Research Professor of Law, 2007-present
Professor of Law, 2001-present
Associate Professor (tenured), 1997-2001
Associate Professor (untenured), 1993-97
Courses:

Civil Procedure, Federal Courts, Constitutional Law, Advanced Constitutional Structure (Course/Seminar), Foreign Relations and the Constitution (Seminar), Federalism (Seminar)

Committee Service:

Co-Chair, Faculty Clerkship Committee, 2021-22
Chair, Faculty Clerkship Committee, 2002-06, 2008-21
Member, Faculty Clerkship Committee, 1994-present
Faculty Adviser to *The George Washington Law Review*, 1998-present
Journal Advisory Committee, 1998-present
Faculty Appointments Committee, 1999-2000, 2011-12, 2018-20
Placement Committee, 2017-21
Tenure and Promotion Committee, 2008-09
Dean Search Committee, 1998-99

Academic Service:

Adviser to the *Restatement of the Law Fourth, The Foreign Relations Law of the United States* (ALI), 2013-18
Chair, AALS Section on Federal Courts, 2016
Chair-Elect, AALS Section on Federal Courts, 2015
Member, Executive Committee, AALS Section on Federal Courts, 2005-present
Member, Planning Committee, AALS New Teachers Conference, 1994-95

Harvard Law School, Cambridge, MA

William Nelson Cromwell Visiting Professor of Law, Fall 2020
Courses: Civil Procedure, Originalism (Reading Group)
Visiting Professor of Law, 2007-08
Courses: Civil Procedure, Constitutional Law (Advanced), Foreign Relations and Constitutional Structure (Seminar)

University of Michigan Law School, Ann Arbor, MI

Visiting Professor of Law, Fall 2009
Courses: Civil Procedure

EDUCATION

Columbia Law School, New York, NY
J.D., 1985, *Harlan Fiske Stone Scholar*
Columbia Law Review
Executive Articles Editor, 1984-85; Member, 1983-84
Teaching Fellow
Civil Procedure, Fall 1984; Property, Spring 1984
Publication
Note, *Judicial Review of Congressional Section Five Action: The Fallacy of Reverse Incorporation,* 84 COLUM. L. REV. 1969 (1984)

Florida State University, Tallahassee, FL
B.A., *summa cum laude*, 1981
Major: Political Science; *Minor*: History
Honor Societies
Pi Gamma Mu (Int'l Social Sciences Honor Society), Outstanding Member
Pi Sigma Alpha (National Political Science Honor Society)
Phi Alpha Theta (National History Honor Society)
Omicron Delta Kappa (National Leadership Honor Society)

OTHER PROFESSIONAL EXPERIENCE

Supreme Court of the United States, Washington, DC
Special Master, Alabama et al. v. North Carolina, No. 132 (Original), 2003-10
(all recommendations adopted by the Supreme Court, *see* 560 U.S. 330 (2010))

Gibson, Dunn & Crutcher, Washington, DC
Associate, 1989 & 1990-93

The Honorable Antonin Scalia, Supreme Court of the United States
Law Clerk, 1989-90

U.S. Attorney's Office, E.D. Va., United States Department of Justice
Special Assistant U.S. Attorney, 1988

Office of Legal Counsel, United States Department of Justice
Attorney Advisor, 1986-88

The Honorable Robert H. Bork, U.S. Court of Appeals, DC Circuit
Law Clerk, 1985-86

Sullivan & Cromwell, New York, New York
Summer Associate, 1984 & 1985

BOOKS AND BOOK CHAPTERS

Restating The Charming Betsy *as a Canon of Avoidance*, in THE RESTATEMENT AND BEYOND: THE PAST, PRESENT, AND FUTURE OF U.S. FOREIGN RELATIONS LAW (Oxford 2020) (with Anthony J. Bellia Jr.) (this book received the 2022 Robert E. Dalton Award from the American Society of International Law)

THE LAW OF NATIONS AND THE UNITED STATES CONSTITUTION (Oxford 2017) (with Anthony J. Bellia Jr.) (this book is examined in *Symposium: The Law of Nations and the United States Constitution*, 106 GEO. L. J. 1558-1961 (2018))

Process-Based Preemption, in PREEMPTION CHOICE: THE THEORY, LAW AND REALITY OF FEDERALISM'S CORE QUESTION (Cambridge 2009)

LAW JOURNAL PUBLICATIONS

State Sovereign Immunity and the New Structuralism (with Anthony J. Bellia Jr.) (work in progress)

The Constitutional Law of Interpretation, 98 NOTRE DAME L. REV. 519 (2022) (with Anthony J. Bellia Jr.)

Spring 2022 Symposium: The Legacy of Justice Ruth Bader Ginsburg, 90 GEO. WASH. L. REV. 1399 (2022) (Foreword)

Reflections on the Legacy of Justice Ruth Bader Ginsburg, 90 GEO. WASH. L. REV. 1409 (2022) (Conversation with Justice Goodwin Liu, Judge John Owens, and Judge Paul Watford)

The International Law Origins of American Federalism, 120 COLUM. L. REV. 835 (2020) (with Anthony J. Bellia Jr.)

Why Federal Courts Apply the Law of Nations Even Though it is Not the Supreme Law of the Land, 106 GEO. L. J. 1915 (2018) (with Anthony J. Bellia Jr.)

Boyle *as Constitutional Preemption*, 92 NOTRE DAME L. REV. 2129 (2017)

Honoring Dan Meltzer, 91 NOTRE DAME L. REV. 1739 (2016) (Foreword to Annual Federal Courts Issue)

The Original Source of the Cause of Action in Federal Courts: The Example of the Alien Tort Statute, 101 VA. L. REV. 609 (2015) (with Anthony J. Bellia Jr.)

Two Myths About the Alien Tort Statute, 89 NOTRE DAME L. REV. 1609 (2014) (with Anthony J. Bellia Jr.)

LAW JOURNAL PUBLICATIONS (cont.)

Tel-Oren*,* Filartiga*, and the Meaning of the Alien Tort Statute*, 80 U. CHI. L. REV. DIALOGUE 177 (2013)

General Law in Federal Court, 54 WM. & MARY L. REV. 655 (2013) (with Anthony J. Bellia Jr.)

The Law of Nations as Constitutional Law, 98 VA. L. REV. 729 (2012) (with Anthony J. Bellia Jr.)

The Alien Tort Statute and the Law of Nations, 78 U. CHI. L. REV. 445 (2011) (with Anthony J. Bellia Jr.) (cited and discussed in *Jesner v. Arab Bank*, 138 S.Ct. 1386, 1416-17 (2018) (Gorsuch, J., concurring in part and concurring in the judgment))

The Eleventh Amendment and the Nature of the Union, 123 HARV. L. REV. 1817 (2010) (cited and quoted in *Torres* v. Texas Dept. Of Public Safety, 142 S.Ct. 2255 (2022) (Thomas, J., dissenting))

The Political Branches and the Law of Nations, 85 NOTRE DAME L. REV. 1795 (2010) (with Anthony J. Bellia Jr.)

The Federal Common Law of Nations, 109 COLUM. L. REV. 1 (2009) (with Anthony J. Bellia Jr.)

Federal Lawmaking and the Role of Structure in Constitutional Interpretation, 96 CALIF. L. REV. 699 (2008)

The Procedural Safeguards of Federalism, 83 NOTRE DAME L. REV. 1681 (2008)

Constitutional Compromise and the Supremacy Clause, 83 NOTRE DAME L. REV. 1421 (2008)

Domesticating Sole Executive Agreements, 93 VA. L. REV. 1573 (2007)

Erie*'s Constitutional Source*, 95 CALIF. L. REV. 1289 (2007)

Constitutional Structure, Judicial Discretion, and the Eighth Amendment, 81 NOTRE DAME L. REV. 1149 (2006)

Unitary Judicial Review, 72 GEO. WASH. L. REV. 319 (2003)

The Constitutional Structure and the Jurisprudence of Justice Scalia, 47 ST. LOUIS U. L. J. 753 (2003)

The Supremacy Clause as a Constraint on Federal Power, 71 GEO. WASH. L. REV. 91 (2003)

LAW JOURNAL PUBLICATIONS (cont.)

Putting the Safeguards Back Into the Political Safeguards of Federalism, 80 TEX. L. REV. 327 (2001)

Separation of Powers as a Safeguard of Federalism, 79 TEX. L. REV. 1321 (2001) (this article is examined in *Symposium: Separation of Powers as a Safeguard of Federalism*, 83 NOTRE DAME L. REV. 1417-1712 (2008))

Translating Federalism: A Structural Approach, 66 GEO. WASH. L. REV. 1161 (1998)

Ascertaining the Laws of the Several States: Positivism and Judicial Federalism After Erie, 145 U. PA. L. REV. 1459 (1997)

Federal Common Law: A Structural Reinterpretation, 144 U. PA. L. REV. 1245 (1996)

Note, *Judicial Review of Congressional Section Five Action: The Fallacy of Reverse Incorporation,* 84 COLUM. L. REV. 1969 (1984)

SELECTED PRESENTATIONS

"A Conversation with Justice Goodwin Liu, Judge John Owens, and Judge Paul Watford on The Legacy of Justice Ruth Bader Ginsburg," Symposium, George Washington University Law School, Washington, DC (Feb. 24, 2022)

"The Forgotten Nature of the United States Constitution," 13th Annual Hugh & Hazel Darling Foundation Originalism Works-in-Progress Conference, University of San Diego School of Law, San Diego, CA (Feb. 18, 2022)

"A Conversation with Solicitor General Paul Clement" to commemorate Constitution Day, George Washington University Law School, Washington, DC (Sept. 17, 2020)

"The International Law Origins of American Federalism," Public Law Workshop, Harvard Law School, Cambridge, MA (Feb. 12, 2020)

"A Conversation with Solicitor General Noel Francisco" to commemorate Constitution Day, George Washington University Law School, Washington, DC (Sept. 17, 2019)

"Why Federal Courts Apply the Law of Nations Even Though it is Not the Supreme Law of the Land," Faculty Workshop, Antonin Scalia Law School, Arlington, VA (Mar. 6, 2018)

"The Law of Nations in Historical Context," Symposium on Bellia & Clark, THE LAW OF NATIONS AND THE UNITED STATES CONSTITUTION, Georgetown University Law Center, Washington, DC (Nov. 3, 2017)

SELECTED PRESENTATIONS (cont.)

"Justice Scalia's Jurisprudence and National Security," The Federalist Society National Lawyers Convention, Washington, DC (Nov. 18, 2016)

"A Conversation with Justice Elena Kagan" to commemorate Constitution Day and the 150th Anniversary of George Washington University Law School, Washington, DC (Sept. 13, 2016)

"The Law of Nations and the United States Constitution" (selected chapters), Tenth Annual Potomac Foreign Relations Law Roundtable, George Washington University Law School, Washington, DC (Apr. 29, 2016)

Moderator, "Honoring Dan Meltzer," AALS Annual Meeting, Section on Federal Courts, New York, NY (Jan. 8, 2016)

"Indirect History: Recovering Background Context in Federal Courts Jurisprudence," AALS Annual Meeting, Section on Federal Courts, Washington, DC (Jan. 4, 2015)

"The Process Acts and the Alien Tort Statute," Legal History Colloquium, New York University Law School, New York, NY (Sept. 22, 2014)

"The Law of Nations as Constitutional Law," The Best of Virginia Law Review: Celebrating 100 Years, University of Virginia Law School, Charlottesville, VA (Mar. 28, 2014)

"The Law of Nations in United States Courts," Seventh Annual Potomac Foreign Relations Law Roundtable, George Washington University Law School, Washington, DC (Apr. 26, 2013)

"Customary International Law: What is its Role in the U.S. Legal System?," American Society of International Law CLE Institute, Washington, DC (Mar. 22, 2013)

"The Law of Nations in United States Courts," Faculty Workshop, George Mason University School of Law, Arlington, VA (Sept. 18, 2012)

"*Kiobel*, Subject Matter Jurisdiction, and the Alien Tort Statute," Symposium on Corporate Responsibility and the Alien Tort Statute, Georgetown University Law Center, Washington, DC (Mar. 27, 2012)

"General Law in Federal Court," Symposium: Law Without a Lawmaker, College of William and Mary, Marshall-Wythe School of Law, Williamsburg, VA (Feb. 24, 2012)

"The Law of Nations as Constitutional Law," Foreign Relations Law Colloquium, Georgetown University Law Center, Washington, DC (Feb. 10, 2012)

SELECTED PRESENTATIONS (cont.)

"Cases Arising Under the Law of Nations," A Symposium to Mark the 100th Anniversary of Farrand's *Records of the Federal Convention*, George Washington University Law School, Washington, DC (Nov. 4, 2011)

"The Alien Tort Statute and the Law of Nations," Annual Workshop, International Law in Domestic Courts Interest Group, American Society of International Law, University of Virginia Law School, Charlottesville, VA (Dec. 13, 2010)

"The Alien Tort Statute and the Law of Nations," Fourth Annual Potomac Foreign Relations Law Roundtable, George Washington University Law School, Washington, DC (May 7, 2010)

"The Eleventh Amendment and the Nature of the Union," Constitutional Law Colloquium, Northwestern University Law School, Chicago, IL (Mar. 2, 2010)

"The Political Branches and the Law of Nations," Center for International and Comparative Law Roundtable, Duke Law School, Durham, NC (Jan. 30, 2010)

"The Eleventh Amendment and the Nature of the Union," Legal Theory Workshop, University of Michigan Law School, Ann Arbor, MI (Oct. 15, 2009)

"The Federal Common Law of Nations," Faculty Workshop, Georgetown University Law Center, Washington, DC (Apr. 7, 2009)

"The Federal Common Law of Nations," Annual Workshop, International Law in Domestic Courts Interest Group, American Society of International Law, Temple Law School, Philadelphia, PA (Dec. 8, 2008)

"The Federal Common Law of Nations," Legal Theory Workshop, Columbia Law School, New York, NY (Oct. 13, 2008)

"Asking the Wrong Question: Treaties and the Self-Execution Debate," Foreign Relations Law Workshop, Duke Law School, Durham, NC (Sept. 27, 2008)

"Statutory Interpretation and the Supremacy Clause," Statutory Interpretation Colloquium, Georgetown University Law Center, Washington, DC (Mar. 24, 2008)

"The Procedural Safeguards of Federalism," Symposium on Clark, *Separation of Powers as a Safeguard of Federalism*, Notre Dame Law School, South Bend, IN (Oct. 19, 2007)

"Domesticating Sole Executive Agreements," Faculty Workshop, Harvard Law School, Cambridge, MA (Sept. 24, 2007)

SELECTED PRESENTATIONS (cont.)

"Process-Based Preemption," Conference on Federalism in the Overlapping Territory, Duke Law School, Durham, NC (Nov. 10, 2006)

"Unitary Judicial Review," *Marbury* and It's Legacy: A Symposium to Mark the 200th Anniversary of *Marbury v. Madison*, George Washington University Law School, Washington, DC (Apr. 10, 2003)

"Translating Federalism: A Structural Approach," Textualism and the Constitution: A Symposium, George Washington University Law School, Washington, DC (Feb. 13, 1998)

TESTIMONY

The DC Circuit: The Importance of Balance on the Nation's Second Highest Court, Testimony before the Subcommittee on Administrative Oversight and the Courts, Committee on the Judiciary, United States Senate, Sept. 24, 2002

AMICUS BRIEF

Kiobel v. Royal Dutch Petroleum Co., Supreme Court of the United States, Filed Supplemental Brief of Professors Anthony J. Bellia Jr. and Bradford R. Clark as Amicus Curiae in Support of Respondents, Aug. 2012

PROFESSIONAL ASSOCIATIONS

Admitted to the D.C. Bar; Member, American Bar Association

Memorandum

To: The Fernandina City Commission

From: Bradford R. Clark, 312 Ash Street

Re: Equal Protection Issues re Resolution 2023-23 ("Third and Beech" Townhome Proposal)

Date: Feb. 3, 2023

I live at 312 Ash Street, around the corner from the proposed townhome development and my neighbors, Merry and David Coalson (111 S. 4th Street) and Taina Christner (406 Beech Street). I split my time between Fernandina Beach and Washington, DC, and have spent the majority of my time in Fernandina since 2021. I have been a professor of law at George Washington University Law School since 1993, where I have taught Constitutional Law, Civil Procedure, and Federal Courts. Before becoming a law professor, I served as a law clerk to Judge Robert Bork on the U.S. Court of Appeals for the D.C. Circuit, and subsequently as a law clerk to Justice Antonin Scalia on the Supreme Court. From 2003-10, I served as a Special Master appointed by the Supreme Court of the United States to help resolve an original action between States and the Court adopted all of my recommendations. *See* Alabama et al. v. North Carolina, 560 U.S. 330 (2006). A copy of my CV is attached.

Like my neighbors, I am concerned about the proposal to bypass the Board of Adjustment and approve replacing four homes on S. 4th Street with a townhome development that would change the character of the neighborhood. I urge you to reject the application or send the matter to the Board of Adjustment as unanimously recommended by the Planning Advisory Board. This memorandum addresses the Equal Protection issue raised by the City Attorney. In my opinion, if you deny the application regarding the Tringali property or send it to the Board of Adjustment, the developer and the property owner will not have a valid claim under the Equal Protection Clause, as revealed by the caselaw discussed below. On the other hand, if the Commission were to approve this proposal without sending it to the Board of Adjustment, it would establish an extremely bad precedent that could require the City to approve all future requests to subdivide residential property within the City to build townhome developments.

Let me begin with what the City Attorney, Ms. Bach, said at the Jan. 3, 2023 Commission meeting. (https://fernandinabeachfl.new.swagit.com/videos/196083) First, she reported that she and the City staff looked at how the City treated other property owners in the past. She stated that "what we found was that in every single occasion where there was a subdivision that was requested, and there were underlying lots of record and existing buildings—this is for over twenty years—we have sent them through the platting process, which is exactly what we're doing with the Tringali property." The City Attorney was mistaken, as the material presented by Taina Christner (406 Beech Street) shows that since 2016 the City has sent several subdivision requests by other similarly situated property owners to the Board of Adjustment. (See the Appendix to

Taina Christner's Request to Intervene for details.) Pre-2016 records are not available online, but presumably they would reveal additional examples.

Second, the City Attorney raised an Equal Protection issue that she said would arise if the Tringali application were rejected or sent to the Board of Adjustment. Here is what she said on Jan. 3, 2023:

> In land use law, if you treat similarly situated property owners differently, and make the developers of the Tringali property, for example, go for a variance when we have not done that before for over 20 years of similarly situated property owners, I would put the City at risk by telling you to send the developers for the Tringali property to the Board of Adjustment. That's what we risk, an Equal Protection federal lawsuit that says that we treated them differently. I've confirmed that tonight. I will send you caselaw, Dr. Ross. The Supreme Court of the United States in 2019 addressed this very issue, and that is our exposure. My job is to try to not get the City sued and if there is a dispute where somebody's going to sue to take the path of least resistance, the least risky to the City. So that is why I gave my advice.

I agree with the principle Ms. Bach stated—that similarly situated property owners should be treated the same—but denying the request to subdivide the Tringali property would not violate this principle for two reasons. First, as just noted, the City has previously sent similarly situated property owners seeking to subdivide property within the City to the Board of Adjustment. Second, all of the examples allowing subdivision without going to the Board of Adjustment provided by the City Attorney (in an e-mail dated Nov. 20, 2022 in response to a records request) involved annexation and subdivision of property that had been outside of the City. Accordingly, these properties are not "similarly situated" to the Tringali property, which has been located in the City for well over a century.

The relevant Equal Protection principles were set forth and applied in *Campbell v. Rainbow City*, 434 F.3d 1306 (11th Cir. 2006). There, developers sued alleging an Equal Protection violation because the city denied their application for a variance to build a high-density apartment building on property zoned for lower-density. The developers pointed to several other developments approved by the city, but the court held that these projects were not sufficiently similar to the proposed development, and thus found that there was no Equal Protection violation. The court stated the law as follows:

> To prevail on this traditional type of equal protection claim, basically a selective enforcement claim, that the City's Ordinance was applied to them, and not [to] other developments, Plaintiffs must show (1) that they were treated differently from other similarly situated individuals, and (2) that Defendant unequally applied a

> facially neutral ordinance for the purpose of discriminating against Plaintiffs.

Id. at 1314. Importantly, the Court stressed that "in order for any development to be similarly situated to Plaintiffs' proposed project, it must be *prima facie* identical in all relevant respects." *Id.* The Plaintiffs pointed to several other developments, including a credit union, a medical office, and lower-density apartment buildings, but the court found that none of these examples were sufficiently identical to the project proposed by the current developers. In addition, the court stated that, in order to advance their claim, "Plaintiffs would need to provide a record of what the [previous] developer had brought before the Planning Commission when it was granted tentative approval" in order to show that there could be no rational basis for distinguishing the two projects. *Id.* at 1315. Because the projects were not "identical in all relevant respects," the court dismissed the claim.[1]

Under this precedent, the Tringali property developers could bring a successful Equal Protection claim only if they could prove that the City had previously approved the subdivision of residential property to build a substantially identical townhome development (in terms of size, density, and surrounding neighborhood) as proposed for the Tringali property. None of the examples of previous subdivisions provided by the City Attorney involved projects identical in all relevant respects to the proposed townhomes on S. 4th Street, and all of the examples she provided involved annexations. The townhomes recently constructed on S. 3rd and S. 2nd Streets are not comparable (let alone identical) to the proposed development because they were built on property not zoned residential and that had never had houses on the land (historically, it had been a lumber yard). Thus, under the Eleventh Circuit's *Campbell* decision, the Tringali developers and property owners would not have a valid Equal Protection claim if the City denied subdivision of the property to build townhomes.

At the Jan. 3, 2023 City Commission meeting, Ms. Bach said that she could send Dr. Ross caselaw to support her position on Equal Protection, and said that "[t]he Supreme Court of the United States in 2019 addressed this very issue." I contacted the City Attorney's office to request copies of this caselaw. In response, Katie Newton, the City Attorney's Legal Assistant, provided me with two lower court decisions. When I inquired again about the U.S. Supreme Court case cited by Ms. Bach, Ms. Newton replied that the Supreme Court had actually declined to hear the case in question. None of the cases cited by the City Attorney's office supports an Equal Protection claim in this case. When the Supreme Court denies certiorari to hear a case, it is not a decision on the merits and has no precedential effect. In any event, the Florida decision that the Supreme Court declined to review actually *denied* a property owner's Equal Protection claim because the county

[1] The Eleventh Circuit recently applied the *Campbell* framework to reject an Equal Protection claim by a property owner who sought to replace a traditional beach-front mansion with a larger mid-century modern mansion because the plaintiff could not show that he was treated differently than similarly situated property owners. *See* Burns v. Town of Palm Beach, 999 F.3d 1317, 1352 (11th Cir. 2021). Similarly, the United States District Court for the Middle District of Florida applied the *Campbell* framework to reject an Equal Protection challenge to a county's delay or denial of a property owner's applications for various permits. As in *Campbell*, the court stressed that the plaintiff had to show that he was treated differently than similarly situated comparators, and that to be considered similarly situated, comparators must be *prima facie* identical in all relevant respects. *See Dibbs v. Hillsborough County, Florida*, 67 F.Supp.3d 1340, 1354-55 (M.D. Fl. 2014).

had a rational basis for the government's land use decision. *See* Pinellas County v. Richman Group of Florida, 253 So. 3d 662 (2017 Fla. App.), *cert. denied* 2019 U.S. LEXIS 2208.

The two other decisions I received from Ms. Newton in support of the City Attorney's position are distinguishable from the Tringali proposal. In the first case *Bodnar v. Town of Jupiter Inlet Colony*, 321 So. 3d 774 (2021 Fla. App.), the court dismissed the property owners' Equal Protection claim because they failed to demonstrate that the town acted with a discriminatory purpose. In the second case, *City National Bank of Florida v. City of Tampa*, 67 So. 3d 293 (2011 Fla. App.), the owners alleged that their project was singled out and treated differently from other similarly situated properties with no rational basis. The court allowed the Equal Protection claim to proceed in this case because the zoning administrator—for the first time ever—interpreted the city ordinances to require *two* 25-foot front-yard setbacks rather than one such setback. In over 10,000 previous similar situations, the city had interpreted the ordinances for a corner property like the one at issue to require only *one* setback of 25 feet. This case is clearly distinguishable from the Tringali case because the City of Fernandina is not creating a new rule for one property. Other subdivision requests have been sent to the Board of Adjustment when seeking subdivision so sending the Tringali proposal would not be unique.

While I applaud the City Attorney's goal of shielding the City from legal liability, her opinion in this case is unsupported by the facts and the law. Indeed, if the City Commission were to approve the Tringali townhome proposal without sending it to the Board of Adjustment, it would set an extremely bad precedent that could require the City to allow all other similarly situated property owners in the City to subdivide their properties for the purpose of building identical townhome developments. By one estimate, there are approximately 1000 properties within the City limits with underlying lots of record that could potentially be redeveloped into townhomes if this project is approved by the Commission. If even a fraction of these properties were redeveloped into townhomes, it would fundamentally change the character of the City of Fernandina Beach to the detriment of all City residents.

MINUTES

APPROVED

I. Call to Order

Chairman Bennett called the meeting to order at 5:42 pm.

II. Roll Call/Determination of Quorum

Board Members Present

Mark Bennett, Chair
David Beal
William A. Conger
Lupita McClenning (was detained)
Paul Condit, Vice-Chair
Richard Bradford
J. Peter Wilking

Board Members Absent

Marilyn Williamson
Shaun Woleshin

Others Present

Debra Braga, City Attorney
Jeffrey Salter, Community Development Department Director
Catherine Hartley, City Planner
Kevin Sullivan, City Planner
Jessica Williams, Recording Secretary

III. Discussion on Land Development Code

Final review of the Land Development Code

Ms. Julie Ferreira, 501 Date Street, inquired how the board would handle things that were already talked about but people may have questions about what was already decided upon. Chairman Bennett explained that some of this stuff has been discussed for almost a year and a half. He stated that to now open it all up again was not productive. There was a brief discussion about this.

Ms. Hartley explained that City staff and the City Attorney went through the final draft and their notes and made changes that had come out of all the public meetings. She stated that they drafted some new language and clarified that the underlined things are suggested changes that Ms. Easley did not do. She explained that the things that were stricken were things that staff thought should be taken out. She suggested going through each policy and coming to some consensus to send to the City Commission. There was some discussion about how to proceed.

Ms. Hartley read from the matrix 1.03.03 and explained that staff suggested this because the City was about to adopt a Comprehensive Plan amendment that says you can put a single-family house on an existing lot of record. Member Conger questioned where the Comprehensive Plan amendment came from. Ms. Hartley replied the board voted on that in September and it went to the Department of Community Affairs (DCA). She stated that it was now back from DCA and was going to the City Commission for second reading on February 7th. *The consensus of the board was to accept this change.*

Ms. Hartley read from the matrix 1.03.04 and pointed out that the new zoning district (RLM) was added per the board's request. *The consensus of the board was to accept this change.*

Ms. Hartley read the proposed 1.03.05 language that was drafted by the City Attorney. She clarified that this zoning and land use restriction is on the property and someone built a house, and now the City doesn't want the property owner to try to maximize their profit and increase density across the board by tearing down their house and putting up two houses. There was some discussion of building site and the proposed language of 1.03.05 (A), (B), and (C). Chairman Bennett suggested including this language with land use and then it is quite clear. He commented that the intent of the board was to allow single buildings, but where lots have been combined and single improvements put on them to keep it that way. Member Conger noted that entrepreneurs would purchase existing building on a lot and then they'll split it in order to build two houses. He questioned if this effectively puts up a barrier to activity like that. Ms. Hartley replied correct. She pointed out that "vacant" could be added to the text amendment. She explained that the purpose of the Comprehensive Plan amendment was to provide a band-aid solution to the density that doesn't make any sense. She stated that it reserves the property owner's right to build a single-family house on their vacant lot even though the land use control was imposed on them. After some discussion about this, Member Conger inquired about people splitting lots. Ms. Hartley replied later in the draft it talks about lot splits and lot line adjustments. She stated that it could be done administratively if they meet certain criteria. She explained that once this was done staff can send a letter to the County tax office to tell them what the City's policy is. There was some discussion about this and the proposed 1.03.05.

Mr. Jeffrey Tomassetti, 406 Ash Street, explained that when he read the language it wasn't limited to a house that is built in the middle of the two lots. He presented an example of two 50 by 100 lots and one is vacant and the other one has a house on it. He explained that if he had a fence around the perimeter and reading the language merely putting a fence around the perimeter of the two lots combines them into one building site. He stated that he thought this was a very dangerous precedence, because there could be two vacant 50 by 100 lots that someone has put a fence around the perimeter. He commented that this would be affecting people that think that they have a land bank of a house site. He explained that he thought the intent was when the primary structure is over the lot line. He stated that he would like to see this rewritten. City Attorney Braga explained that the case that went to court was exactly the situation where there was a fence over the lot line and it was upheld that it was still the building site. She stated that it was considered part of the building site and therefore it was deemed to be one building site. She pointed out that (C) allows that if it is deemed that there is a hardship they can come before the City Commission for an Ordinance and the City Commission can undo it. After some discussion about the proposed language, Member Conger inquired if it had to be done by Ordinance. City Attorney Braga replied that it could go to the Board of Adjustment (BOA), because that is still a quasi-judicial public hearing. Member Conger suggested that it should require application to the BOA. Chairman Bennett inquired about enforcement on this. Ms. Hartley replied most cases are when people are demolishing a structure and wanting to build two. She stated that it would be regulated with the demolition permit. Member Beal explained that he didn't think a fence should be included. *The consensus of the board was to accept the proposed 1.03.05, but to remove fences and remove ordinance from (C) and replace it with the Board of Adjustment.*

Ms. Hartley read 1.05.01(E) from the City Attorney's memo and clarified that if it is not permitted then it is prohibited. Member Beal inquired if there needed to be a provision for remedy. City Attorney Braga stated that the remedy would be to draft an amendment to the Land Development Code that would deal whatever it was that they were suggesting. Ms. Hartley commented that it would be a text amendment to the code. After some discussion about the proposed language,

Member Wilking suggested wording that if a particular application is not addressed a text amendment can be administered through the Planning Department. City Attorney Braga stated that it could be "modification to this code may be requested to address the specific item." Ms. Hartley pointed out that the Planning Department has an application and a fee set for text amendments to the Comprehensive Plan and the Land Development Code. Chairman Bennett inquired if this would be one of the things for the City Manager to ok. Ms. Hartley replied no and explained that it would be just like doing a text amendment to the Comprehensive Plan.

Mr. Jeffrey Tomassetti commented that the land use and development of the City operates under Federal laws, State laws, the Comprehensive Plan, and the Land Development Code and things mentioned in these are also permitted things. City Attorney Braga noted that the Florida Department of Transportation (FDOT) green book was going to be incorporated, the Florida Department of Environmental Protection (FDEP) manual, etc. would be incorporated so that kind of specific things would not be disallowed. She suggested the addition of "or incorporated references". *The consensus of the board was to accept the proposed language with the addition.*

Ms. Hartley read the revised definition of Certificate of Appropriateness from the City Attorney's memo. After a brief discussion about this definition, Mr. Mike Harrison, 820 Someruelus Street, commented that the language appears to allow the City Manager to issue a Certificate of Appropriateness without reference to the Historic District Council (HDC). City Attorney Braga clarified that is staff approval, which was what the City has now. She explained that there are certain items that staff approves. *The consensus of the board was to accept this change.*

Ms. Hartley referred to the matrix and pointed out that she added a new definition for kitchenette. She noted that people still want to have some kind of garage apartment or guesthouse so by having a limited kitchen facility takes away some of the possibility of it being used as a rental unit, but still allows a relative or helper of the household to have some independence on site. Chairman Bennett stated that he thought for hotel/motel the board suggested language reflecting no kitchens. Member Bradford commented that he thought it was limited to microwaves. Chairman Bennett stated that he thought the definition of kitchenette was fine. *The consensus of the board was to accept this definition.*

Ms. Hartley read "building height is the vertical distance from finished grade to the highest point on the structure." Chairman Bennett referred to the minimum floor elevation and commented that going down to the beach where they are 14 feet above the ground on stilts then all of a sudden the City was going to start measuring there up 35 feet, which is not the way it is done today. Mr. Sullivan explained that staff was going to put the wording directly from the Ordinance #2005-15. He referred to page 115 grade, finished and read this definition to the board. Member Conger commented that grade, finished still allows fill to be put in on a lot. He expressed his concern with this. Ms. Hartley explained that in a flood plain they can't do that. Member Conger stated that he didn't think this was prohibitive enough about a builder being able to do anything that he wants. Mr. Sullivan pointed out that the permitting process has tightened up since then. He explained that his note and the Building Official's consensus was that they'll keep an eye on the amount fill. Member Conger questioned if that was part of Technical Review. Mr. Sullivan replied Technical Review, Site Plan Review, and keeping a better eye on clear and fill permits. Ms. Hartley explained that fill is part of the building permit and they would not be able to get a grade and fill permit without a building permit. After some further discussion about this, City Attorney Braga noted a "finished grade" definition and there was also "grade, finished". Ms. Hartley stated that it should be "grade, finished". She pointed out that "finished grade" would be removed. Member Conger questioned if there were restrictions in place on how much you can fill. Ms. Hartley replied there is no Ordinance that says you can only put

one truckload of dirt on your lot, because it depends for every lot site. She explained that for flood prone areas they have to elevate their structure and that is addressed. There was some discussion to clarify this.

Member Conger questioned where 35 feet begins (ground level or at the first level above the pilings). Ms. Hartley replied if they are elevating the house it begins at the ground level. There was some further discussion about the definition of building height and what constitutes an exterior wall to include verbiage about load bearing. Chairman Bennett explained that he had a note that there would be additional language added. He commented that the PAB has the responsibility to get this right. He pointed out that this draft does not incorporate all the changes that the PAB spent months going over. Ms. Hartley explained that not everything the PAB agreed to was a consensus of the City Commission. *The majority of the board agreed to add language for load bearing or pilings to the definition.*

Ms. Hartley read the definition of public beach access as shown on the matrix. After a brief discussion, *the consensus of the board was to accept this definition.*

Ms. Hartley read from the matrix that for table 2.00.00 to remove X from RLM under LDR and clarified that you can't have a zoning with a density higher than the land use. After a brief discussion, *the consensus of the board was to accept this change.*

Ms. Hartley read the proposed change to 2.01.03 as shown on the matrix. She clarified that staff recommended removing "single-family attached homes may be allowed through the PUD process", because if they meet the density on a unified development site why do they have to have a PUD to have two family structures. After a review of this change, *the consensus of the board was to accept removing the sentence.*

Ms. Hartley referred to revised table 2.03.02 and pointed out the changes. She explained that some were things that were talked about at the last hearing as things that weren't added in from the old code. She stated that some things were things that were consistent with the land use. Chairman Bennett inquired which were not in the old code. Ms. Hartley explained that automotive rental agency and bakery plant were stricken out in I-2 because they are inconsistent with the Comprehensive Plan. Chairman Bennett pointed out that bed and breakfast used to be in R-3 was permissible subject to supplemental standards, but was now out. Ms. Hartley corrected this to be a scratch out for R-2 and an "S" under R-3. Ms. Joan Cory questioned where I-1 and I-2 were. Ms. Hartley pointed out on the map where I-1 and I-2 would be and explained that I-1 would include Smurfit-Stone Container Corporation, Rayonier, and the Airport. There was a review and discussion about what was shown on the map.

Ms. Joan Cory noted that the definitions of I-1 and I-2 are going to have to be changed and the intent of the district is going to have to be changed from what it currently says. She commented that it is an all purpose district with I-1 and when it comes to IW waterfront there is no place that says I-2 uses on the waterfront shall be water dependent and water related. She explained that was what the old IW said in the Comprehensive Plan. She stated that it wasn't demonstrated to her that changing the waterfront to I-2 was in compliance with the Comprehensive Plan. Ms. Hartley explained that the way the code currently reads is that anything that is adjacent to the water is water related. Ms. Cory pointed out that the Comprehensive Plan says industrial waterfront provides industrial activities that require waterfront locations. She stated that it allows other uses if they are directly related to the port functions. She explained that the intent of the Comprehensive Plan and Land Development Code is to reserve the waterfront for water dependent and water related uses. She commented that the new I-2 is

really throwing away the chance of maintaining a working waterfront. There was some discussion about the issues raised about the waterfront.

Ms. Hartley clarified that she attempted to amend the table under I-2 to reflect the uses that would be Port or Marina related. Member Wilking inquired if the City loses a category in the whole mix of things. Ms. Hartley replied yes. She noted Ms. Cory's point of mixing together heavy industrial with heavy commercial, but that does make it consistent with the Comprehensive Plan. She explained that if you recognize that across the United States industrial is a declining economic base then you at least have some kind of commercial option for the industrial land. Member Wilking expressed his concern that with I-1 there is a lot of gray area (Smurfit, Rayonier, and the Airport) and one thing that sticks out is the adding of the lodging accommodations. He explained that this basically tells all the City's heavy industry that if they want to make another Hilton or Ritz that could be stamped approved. He questioned if that was what the PAB wanted to do. Chairman Bennett stated that he didn't know that the City needed that third designation just for those two areas. He noted that industrial is a declining use. He inquired about have a zoning category for those two very large industrial use properties.

Mr. Lovick Sudduth, 9 Marsh Hawk, pointed out that the Gillman Paper site in St. Marys had been sold and that property would be made primarily into residential, marinas, etc. He stated that under the City's light industrial they would not be able to do anything that would make sense on that large of a site. He commented that they would have to rezone that property for a multitude of uses.

Member Conger commented that looking at the color map and I-2 and reading the definition of I-2 it doesn't seem to be equitable to the vision of the Waterfront Committee. Ms. Hartley explained that the PAB would be hearing a series of land use and zoning changes next month to address exactly what Member Conger was referring to. She stated that right now there are three separate industrial zoning districts and they were compressed into two districts.

Mr. Shannon O'Conner, 2440 Lynndale Road, explained that their property is one of the largest ILW zonings now in the City. He stated that this came to issue back in the late 1970's where their property was zoned IM and then down zoned to ILW. He commented that he thought the waterfront was going to have to be separate with possibly the mills separate and then the other ILW now would have to be separate as well. He stated that this is trying to lump a multitude of different uses into smaller areas, which may not be applicable. He agreed that the mills do not need to be in ILW. He commented that one of his big tenants is leaving to go to Gurney Illinois. He explained that this is going in another circle back to where they were in the late 1970's. Ms. Hartley pointed out that the way the Comprehensive Plan is worded one land use industrial designation is waterfront type stuff for the Port and Marina and everything else is industrial. She stated that she had to rework this to fit the Comprehensive Plan. There was some further discussion about this table and whether to stay with three districts and do a Comprehensive Plan amendment or to condense down to two districts to be consistent with the Comprehensive Plan.

Mr. Steve Colwell, 1708 Ruskin Lane, explained that he sat on the Waterfront Taskforce for a year and he believed that their recommendation was I-2/C-3 for the waterfront. Ms. Hartley stated that the City is constrained by the Comprehensive Plan in adding residential there. She explained that she worked something out with the State to allow for density transfer, but the board would hear that next month.

Ms. Cory inquired if the City has been out of compliance all these years by having M-1, ILW, and IW as industrial zones. Ms. Hartley replied the City has had non-conforming uses across the board, but that was true for every land use. She commented that basically 60% of island was non-conforming to

the Comprehensive Plan. Ms. Cory questioned if the waterfront was left IW, change ILW to I-1, and change M-1 to I-2 relating to the same Comprehensive Plan why would that be a problem. Ms. Hartley explained that when the City adopts new Land Development Regulations they have to be consistent with the Comprehensive Plan. After a brief discussion about the process that has been followed, Member Wilking noted that nothing is perfect in every zone. He inquired in terms of what has to be done to fit the Comprehensive Plan was I-1 and I-2 a good solution right now or would it cause bigger problems down the road. Ms. Hartley explained that the text in the table provided to the board fits the text of the Comprehensive Plan. She stated that she was not saying it was going to match what is on the ground. Member Wilking inquired if this was the best that could be done now given all the variables. Ms. Hartley replied yes. She explained that this could be adopted now and do a land use study to fix the land use to match what is on the ground later. She stated that at least there would be two consistent policies and that may be the best that can be done. Member Wilking expressed his concern about the time it has taken to get to this point and noted that there is a point that if it can't be done then it has to go back to the drawing board.

Mr. Chuck Hall, 315 Calhoun Street, explained that in his mind I-2 was the light gray area along the waterfront. He stated that looking through the matrix for I-2 everything seems to be fairly acceptable. He commented that he assumed that the big issue was with I-1, because it seems to include almost everything. Member Conger expressed his opinion that I-2 doesn't fit the area on the map whatsoever other than a couple of shrimp boats. He commented that looking forward to waterfront development that would have recreational, shops, and restaurants to make it into a viable waterfront for the people. Chairman Bennett pointed out that the other thing is there are a number of items that have been added and deleted in this table. Ms. Hartley read that industrial uses include manufacturing, assembling and distribution activities, warehousing and storage, general commercial, and other similar land uses (from Comprehensive Plan). She explained that she had to fix the table to match this language. There was some further discussion about I-1 and I-2 zoning districts.

Member Conger pointed out that the definition of I-2 does not match up with what is down there and what he thought people want to be down there. Ms. Hartley noted that the plan said C-3 and pointed out that someone would have to apply to have it changed to C-3. She explained that C-3 allows for mixed-use residential/commercial/marina. Chairman Bennett inquired about the CRA area. Ms. Hartley replied not all of it. Chairman Bennett suggested looking at this subject at a later date. There was an extensive deliberation about how to proceed noting that the draft LDC has to be in compliance with the Comprehensive Plan.

Ms. Julie Ferreira commented that the Planning Department and the PAB needs to be thinking about what is going to happen in the future. She stated that this is the moment to think ahead and not just rubber stamp something because it is going to meet the Comprehensive Plan. Member Condit agreed with Ms. Ferreira and expressed his concern about lodging. He commented that there are also other issues. Member Beal inquired about proper procedure. He questioned if this is adopted in compliance with the Comprehensive Plan and then change the Comprehensive Plan and this or make a statement now by not accepting this. Chairman Bennett noted that some of these uses would be compatible with the items the board talked about for the Airport and lodging facility, but they are certainly not compatible with some of these other areas. Member Bradford inquired about the criteria to change the Comprehensive Plan. Ms. Hartley explained that the City would have to show if we are going to change the uses in each land use that it meets what is on the ground. She stated that the City would have to do a land use study. Member Bradford questioned if there are certain windows of opportunity to do this. Ms. Hartley replied twice per calendar year to do a large-scale amendment to the Comprehensive Plan. She pointed out that the City has one more chance in 2006. Member Wilking explained that he saw I-1 and I-2 as a whole separate issue. He agreed with Ms. Ferreira that

these are huge areas and if we permit just about anything in the Smurfit and Rayonier zones that the City has to be extremely careful, because once it is given to them you can't take it away. Ms. Hartley clarified that this should be a two step process, because she didn't want to throw away all the work that has been done just because Smurfit might close their doors in 5-years and the City would get a hotel. She stated that this draft could be adopted as is, recognize that there is a problem, do a text amendment to the Comprehensive Plan, and then go back and amend the code. Chairman Bennett disagreed and commented that the City rushed through to get the land use done and now the City still has not solved the problems and has created more problems. He questioned why adopt something that doesn't work. He agreed that the Land Development Regulations that the City has now may not work, but they have been working for a long time. He expressed his opinion that they can work until some of these issues are worked through. He stated that the City needed to control these two properties for future planning. There was some further discussion about how to proceed.

Mr. Bill Moore, 5457 Marsh View Lane, noted that the staff made a recommendation regarding how to make the zoning consistent with the Comprehensive Plan. He stated that ought to have great weight. He noted the concerns about the two large tracts of land with the mills that might be redeveloped sometime in the future. He commented that those sites are not suitable for the fear that has been expressed of a big resort, because it allows commercial uses and some lodging, but it doesn't allow for any housing or a lot of mixed uses. He explained that he didn't think what staff recommended would allow any huge door to open for people to take advantage of what you've created.

Mr. Mike Spicer, 1505 Lake Park Drive, stated that the course to change the Comprehensive Plan first makes the most sense to him and seems to be in line with what the citizens feel too.

The board took a brief recess at this time.

A motion was made by Member Conger, seconded by Member Beal, to seat alternate Member McClenning. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Ms. Hartley explained that the ILW uses under the current code and allowable uses under Industrial Manufacturing (IM). She pointed out basically the City already has a light industrial and heavy industrial manufacturing mixed use anyway. She suggested that the board figure out whether or not to allow for lodging under I-1 and then move on. After some discussion about this, Chairman Bennett requested direction from the City Attorney. City Attorney Braga stated that if the industrial areas are the ones that everyone is uncomfortable with then just table that section and move onto the rest. She explained that then it could be readdressed at a different meeting. **A motion was made by Member Conger, seconded by Member Bradford, to table industrial until another meeting. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Ms. Hartley referred to the City Attorney's memorandum #4 and read this into the record. City Attorney Braga explained that this addresses the issue that was brought up earlier. She stated that it would name the specific manuals that would be referenced. *The consensus of the board was to accept this revision.*

Ms. Ferreira commented that she looked at some houses along the beach and it seemed to her that at a certain minimum grade above sea level shouldn't houses and dwellings be required to be built on stilts with knock away walls. Ms. Hartley explained that the Coastal High Hazard Area is not defined by a flood zone, but defined by A1A (a transportation route). She stated that it doesn't make sense to

require structures that are at 65 feet elevation to elevate on stilts. She explained that staff was proposing that it just be in special flood areas. City Attorney Braga noted that Ms. Ferreira was referring to the next page of the memorandum #5. She questioned if the reference to the coastal high hazard should be removed. Ms. Hartley replies yes and explained that it should say "special flood zone". City Attorney Braga noted that "special flood hazard" was defined on page 1-14. Chairman Bennett requested clarification because at one point the Coastal High Hazard had nothing to do with the flood map, but now it was back. Ms. Hartley clarified that staff wanted to delete all of the section that talks about Coastal High Hazard area, except for policy 3.01.05(A) (1) and that would be moved under "Special Flood Zone". Ms. Ferreira inquired what it does to planning if the City removes all references to Coastal High Hazard Zones and the City is concerned about the density in the Coastal High Hazard Zones in the future. Ms. Hartley explained that this language talks about elevating structures not density. She stated that what Ms. Ferreira was talking about is a Comprehensive Planning issue not a structural building issue. She stated that she wanted to delete this entire section of Coastal High Hazard area in the code, but it was staying in the Comprehensive Plan and that is what is going to control density. She explained that this section that talks about Coastal High Hazard area talks about elevating structures and it doesn't make any sense, because one doesn't have anything to do with the other. Chairman Bennett inquired if there was language in other areas about breakaway walls. Ms. Hartley replied yes and explained that it was already in the Special Flood. Chairman Bennett questioned about for no fill permitted for structural support. Member McClenning replied that was in 3.01.04. Ms. Hartley pointed out that (C) talks about breakaway walls and elevated buildings. Chairman Bennett commented that he was apprehensive about deleting a whole section without knowing where these items may be found in other areas. Mr. Sullivan referred to page 3-4 and read that in the 100 year flood plain solid foundation perimeter walls be used to elevate a structure opening sufficient to facilitate the unimpeded movements of flood water shall be provided. Ms. Hartley explained that the fill policy was in 3.03.01(A). There was some further discussion about removing this section. *The consensus of the board was to accept items #4 and #5 as presented in the City Attorney's memo.*

Ms. Hartley referred to 3.02.02 in the matrix and read the proposed changes. Chairman Bennett inquired if there was discussion at the last meeting to include their language for the list. Ms. Hartley replied that was basically what she did. Chairman Bennett commented that the original language talks about the County Construction Control Line. Ms. Hartley replied that was a typo and explained that the Coastal Construction Control Line (CCCL) is established by the Department of Environmental Protection (DEP). Member Conger questioned why remove the 1,000 feet. Ms. Hartley replied because the line is already set. She stated that anything seaward of the CCCL is Coastal Protection Zone (CPZ). Member Conger commented that there were problems with people building 45-foot buildings near the beaches and it was a good deterrent for that. Ms. Hartley pointed out that 800-feet from the high waterline you are still only allowed to be 35 feet. After some discussion about this, Mr. Sullivan suggested changing the 800-feet from the high water mark to the CCCL for no building higher than 35 feet. Mr. Jeffrey Tomassetti stated that the mean high water mark is definable. He explained that surveyors do it all the time and the applicant has to get it. He expressed his opinion that it should be kept as it is. There was some discussion about the mean high water line.

Mr. John Proctor, 731 Tarpon Avenue, explained that he owns a property that there was a question about the 800 feet from the mean high water mark and within the last few weeks the surveyor determined the distance from the mean high water mark. He commented that it cost him a little more money, but the mark was no mystery to the surveyor. He noted that the mark was an average over a period. He expressed his opinion that there is nothing wrong with the reference to the mean high water mark.

Ms. Joan Cory, 408 Beech Street, questioned if the proposal was to get rid of the Coastal Upland Protection Zone (CUPZ). Ms. Hartley replied correct. Ms. Cory commented that the CUPZ appears to be in the Comprehensive Plan. She explained that if this 1,000 feet is thrown out landward from the CCCL it is taking away a lot of protection for the secondary dunes and its vegetation. She stated that it appeared to be in conflict with the Comprehensive Plan. Ms. Hartley explained that the problem was that the way the code was worded it exempted everybody from that provision, because if they had any kind of utility or infrastructure they were exempt. She pointed out that the beach is 95% built out. She stated that the language could be put back in, but everyone would be exempt all over again. There was some further discussion about this.

Ms. Patricia Borns, 314 New Street, commented that it in the history of Daytona Beach its beachfront started out mostly with homes like Fernandina Beach, but now hotels have replaced them all. She stated that it might not be bad to leave it in because there is going to be another wave of development eventually on the waterfront. Ms. Hartley stated that it is not on the waterfront or oceanfront. She explained that the three hotels that the board talked about last week the one that would be affected by this policy is the piece of property that already has a building on it. She stated that the Kuitems case was beyond the CCCL and the other one on Sadler was beyond that area. Member Wilking suggesting going with staff's recommendation. Member Condit agreed. Member Beal agreed.

Ms. Ferreira noted that staff's proposal concedes jurisdiction to proper permitting agencies. She explained that she had a hard time giving away home rule and going to St. Johns River Water Management District, DEP, etc. that are becoming more politicized. She stated that she would like to see some concession given to home rule that the City could make decisions for itself without turning it over to permitting agencies. Member McClenning pointed out that it is required. She provided clarification of what staff's recommendation was. There was some discussion about this proposed change. *The consensus of the board was to accept this revision to 3.02.02.* Member Conger pointed out a lettering correction on the matrix.

Ms. Hartley read 3.03.03 from the matrix and clarified that this is what the City currently practices. Chairman Bennett inquired if the City didn't want someone to mitigate a property, but the permitting agency approved the mitigation where would that put the City. Ms. Hartley pointed out that the board voted on one a month ago and allowed it to be altered. She explained that there are some properties out there that are entirely wetlands. She stated that to not allow them to build anything on their property means the City needs to pay them fair market value for that property. City Attorney Braga clarified that it would be a taking issue if they can get a permit from another agency and the City won't allow them to build anything. After some discussion about this, Ms. Joan Altman, 212 Estrada Street, suggested putting a clause in if it could have an affect on a neighborhood. She related an example of an area that each had ¼ acre of wetland in an undeveloped area and each individual was allowed to fill the area. She commented that you are losing something environmentally sound that is very important to the rest of the area. She questioned how to determine what is large enough to be allowed to be filled and what isn't. Ms. Hartley replied the Army Corps determines that. Ms. Altman stated that the Army Corps, St. Johns, and the other agencies allow a certain amount of these decisions to be made by the City. She explained that small wetlands are very important to the survival of the community. She provided some further comments about having a stronger home rule to not allow them to fill wetlands. There was some deliberation about 3.03.03 regarding filling wetlands.

Member Wilking questioned if all the other agencies approves a permit, but the City disapproves it what ground does the City have to defend that disapproval. City Attorney Braga stated that she

thought the City would have legal issues. She explained that the City doesn't have the staff to make those kinds of determinations. Ms. Altman stated that she thought there should be a limit to the size or the amount in a certain area. She commented that there is a lot of undeveloped land like that because it is wet. Chairman Bennett stated that he thought the City should have some input to that. Ms. Hartley stated that if the board goes that route then it should say no fill and then it would have to be fought out in court. City Attorney Braga pointed out that there are situations where it could be an isolated wetland that doesn't contribute to the overall, because it is not draining anywhere. She commented that she was sure there were some areas like Ms. Altman mentioned that are very valuable, but the City does not have the expertise in-house to look at this and make an intelligent determination. There was some further deliberation about 3.03.03 regarding filling wetlands noting that there needs to be a defensible standard for this.

Member Conger suggested language that: "unless the following three conditions are met: 1) concurrency with surrounding neighborhood 2) approval by the City 3) DEP, Corps of Engineers, and/or St. Johns River Water Management District". Ms. Hartley questioned what the City's standards for approval were. Member Conger stated that staff would have to come up with that. There was some further discussion about wetlands and a suggestion was made to reinstate an Environmental Advisory Board for cases like this. There was a brief discussion about where to stop this meeting and the consensus was to stop before going into Chapter 4.

Member Wilking commented that the City can set up all the boards it wants, but if a property owner has permits to fill or do some construction on a wetland from St. Johns, DEP, Corps of Engineers and then the City says no it seems like a futile effort. He stated that the property owner would file a case against the City for taking property. He explained that it doesn't seem like the City would have a whole lot of defensible position in that realm. Member Condit agreed with Member Wilking and noted that the City was not in a position with expertise to make a decision on this. He commented that he hated to defer the whole thing and would like to have an opportunity to have a look at them. Chairman Bennett explained that if there were an Environmental Board and before they turn it down there would be some justifiable data or evidence that would go along with the application.

Mr. Tomassetti questioned if there was a way to send the City's recommendation to these other bodies and then still let them decide. Member Bradford commented that a lot of times it is subject to approval by the agency. Mr. Tomassetti suggested that the board could request the agency consider their concerns. There was some discussion about this suggestion.

City Attorney Braga referred to language in (C) (3) on page 3-13 and explained that this is a requirement that the developer submit this information. She stated that the City would have to get its own consultant to review it and then it could be brought here for a permit that would be passed on. There was some further discussion about this subject noting that the City doesn't have the expertise for this. There was also discussion about the City having a consultant to review the information submitted by the applicant.

City Attorney Braga questioned the difference between someone having to go to St. Johns versus DEP. Mr. Sullivan replied that it depends on where it is. Ms. Altman stated that she thought the agencies would cooperate with the City and could copy the City on every permit that is asked for. Ms. Hartley pointed out that it is available online. She stated that staff could come back to the board with some criteria.

There was some discussion about the next meeting to review Chapters 4, 5, and 6 noting that the members were to review all the materials presented by the staff prior to the meeting.

Mr. Harrison inquired if the changes recommended at the December meeting were incorporated into the revised draft. Ms. Hartley replied that they are either in the draft or the matrix. There was a brief discussion about this. Member Conger requested staff to notify members when information is available for review prior to the next meeting.

Ms. Hartley referred to the February meeting and explained that staff decided because of the size of the agenda to split it up into two meetings in February. She clarified that the first meeting would be February 8th and the second would be February 22nd. There was a brief discussion about the upcoming meetings.

IV. Adjournment

There being no further business to come before the Planning Advisory Board, the meeting was adjourned at 9:21 p.m.

Mark Bennett, Chairman

Paul Condit, Vice Chair

1.03.00 APPLICABILITY

1.03.01 Generally

A. Except as specifically provided, the provisions of this LDC shall apply to all development in the City.
B. The use of any parcel of land, or any structure, or any combination thereof, within the corporate limits of the City shall be in conformance with the requirements of the LDC.
C. Principal uses, accessory uses, buildings, and structures that are not identified as permissible are prohibited. To be identified as permissible, such uses, buildings, and structures shall be included in this LDC or interpreted as included as provided for in Section 1.05.00 and Chapter 2.
D. A change of use shall conform to the standards, criteria, requirements, and procedures of this LDC.
E. Where a local development order or permit that was lawfully issued prior to the effective date of this LDC expires or is otherwise invalidated any further development on the site subject to the local development order or permit shall conform to the standards, criteria, requirements, and procedures of this LDC.

1.03.02 Exemptions

The situations described in (A) and (B) below are exempt from the provisions of this LDC.

A. The provisions of this LDC and any amendments thereto shall not affect the validity of any valid and effective local development order or permit that was issued prior to the effective date of this LDC under the following situations:
    1. The development activity authorized by the local development order or permit was commenced prior to the effective date of this LDC, and such activity continues without interruption (except because of war or natural disaster) until the development is complete;
    2. The development activity authorized by the local development order or permit will be commenced after the effective date of this LDC but within six (6) months of the issuance of a valid building permit which was issued prior to the effective date of this LDC; or
    3. The development activity authorized by the local development order is proceeding in accordance with the time limits contained in the local development order.
B. The provisions of this LDC and any amendments thereto shall not affect work required for public facilities and services within the public right-of-way, as further described below:
    1. Work required for the installation of facilities for the distribution or transmission of gas, water, sewer, electricity, cable, telephone, or telecommunications services;
    2. Work required for the purpose of inspecting, repairing, or replacing any existing water or sewer lines, mains, or pipes; and
    3. Work required for the purpose of inspecting, repairing, or replacing cables, power lines, utility poles, utility tunnels, or the like.

1.03.03 Lots of Record

A. One dwelling unit may be constructed on a substandard, platted lot of record in a residential or mixed-use zoning district.

1.03.04 Demolition of Structures on Substandard Lots

A. Applicability. Except as may be provided hereinafter to the contrary, in connection with replats, subdivisions, specific regulations, and specifically described lots or parcels of land, all buildings or structures located in the R-1, R-2, RLM, and R-3 zoning districts shall be constructed or erected upon a building site containing at least one (1) platted lot. Such building site shall have a minimum street frontage of fifty (50) feet.

B. Building site requirements. Wherever there may exist a single-family residence(s), duplex building(s), or any lawful accessory building(s) or structure(s) which was heretofore constructed on property containing one (1) or more substandard platted lots or portions thereof, such substandard lot or lots shall thereafter constitute only one (1) building site. No permit shall be issued for the construction of more than one (1) single-family residence. Such structures shall include, but not be limited to, swimming pools, tennis courts, walls, fences, or other at-grade or aboveground improvements.

C. Removal of buildings. If a single-family residence or duplex building which exists on more than one (1) substandard lot is voluntarily demolished or removed, no permit shall be issued for the construction of more than one (1) building on the building site.

1.03.05 Construction or Demolition of Structures on Combined Lots

A. In order to maintain open space, visual corridors, neighborhood character, property values and visual attractiveness of residential areas, wherever there may exist a single-family detached residential unit or, a duplex structure or any auxiliary building or structure, including but not limited to, swimming pools, or any other improvement which was heretofore constructed on property containing one or more platted lots or portions thereof (excluding walls or fences), such lots thereafter constitute one building site and must be considered the "lot of record", and no permit will be issued for the construction of more than one residential dwelling unit on the site. All construction on the building site must comply with all existing zoning and density requirements.

B. The demolition or removal of any residence or structure, whether voluntary or involuntary, does not have the effect of changing the establishment of the building site.

C. A change from the foregoing provisions for the purpose of establishing building sites, or separation of building sites requires supermajority approval by the Board of Adjustment in accordance with the variance approval process contained in Section 10.02.00 in a quasi-judicial hearing at which all interested persons will be afforded an opportunity to be heard.

1.04.00 CITY MANAGER

The City Manager is the chief administrative official of the City. For the purposes of this LDC, the City Manager administers, interprets, and implements the standards, criteria, and procedures of this LDC. The City Manager may delegate such responsibilities to City staff. Throughout this LDC, the term "City Manager" is used to indicate the person responsible for specified actions, except where specified actions are reserved or specifically delegated to another position. In all instances, "City Manager" means the "City Manager or designee."

_____

From: Tammi E. Bach [tbach@fbfl.org]
Sent: Thursday, November 10, 2022 11:40 AM
To: Len Kreger; Mr. Dale L. Martin
Cc: Charles George; Kelly N. Gibson; Katie Newton; Daphne Forehand; Taylor Hartmann; Salvatore Cumella
Subject: RE: LDC Question PAB case #9821 (Tringali Property)

The staff report for this application on the 11/09 PAB agenda has an explanation, please see link below to PAB agenda. In addition, the City Planning Dept. has interpreted applications for subdividing and platting the same way as the Tringali plat application since before 2006. The past practices of the City provide a type of precedence under the 14th Amendment of the US Constitution (Equal Protection) requiring the City to be consistent in applying the LDC. Therefore, without changes to the LDC, staff cannot just begin now to apply Section 1.03.05 of the LDC to every property where a structure exists. When an applicant wishes to create a subdivision of land and a plat, they are not seeking to restore the historical underlying lots of record for purposes of creating building sites; therefore, Section 1.03.05 of the LDC does not apply.

If the City interprets the LDC to mean that anytime a structure exists on property, regardless of property size in acreage (i.e. remember, net density allowances must be considered, too), that the one existing structure becomes the sole allowable building site for that property for all time into the future, the City would be applying the LDC in a manner inconsistent with the Comprehensive Plan (i.e. FLUM, net density allowances). We cannot, without code changes to the LDC and the Comp Plan, begin now to apply this strict interpretation of Section 1.03.05 of the LDC to all properties with existing structures. City staff does apply Section 1.03.05 of the LDC to all applications requesting to restore the historical underlying lots of record for the purpose of building on those historical underlying lots of record which follows the variance process. There have been many subdivisions in the City that began with a plat application and subdividing land that had existing structures that were demolished prior to platting. Section 1.03.05 was not applied to these other subdivisions in the City. Examples include: 2022 Island View on Bailey Road - 2 existing homesites -on site through annexation, demo in January 2022; 2017 River Bend on Amelia Island Parkway - 1-3 homesites - demo prior to annexation 1940- 1953 timeframe of construction based on historic aerials; and 2017 (Phase II) and 2014 (Phase I) Dunes of Amelia - 1 homesite with ancillary structures -demo prior to annexation. If the City Commission wishes to move in the policy direction of restricting growth and property development by strictly applying Section 1.03.05 of the LDC, there will have to be changes to the LDC and Comp Plan before the City staff can interpret and apply Section 1.03.05 to apply to ANY residential property with existing structure(s). Without codified policy changes, the City will face legal challenges, including but not limited to, Bert Harris Act claims, 14th Amendment violation claims, administrative challenges and appeals. Development in the City, as you know, is governed by the Comprehensive Plan which includes the Future Land Use Element and the Property Rights Element that cannot be ignored by staff.

Let me know if you have questions.

November 9, 2022 PAB Agenda:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.fbfl.us%2F867%2FAgendas&data=05%7C01%7Ctbach%40fbfl.org%7Cd6017b744c0c48b54a0208dac4babe11%7Cf1805f7c94a24c7d81d356c2aa4407b3%7C1%7C0%7C638038603596177608%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ZitEbn%2Fh3FCt2Nqyh8uEy55umybb8WoIBh%2Ffjjz4VmU%3D&reserved=0<https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.fbfl.us%2F867%2FAgendas&data=05%7C01%7Ctbach%40fbfl.org%7Cd6017b744c0c48b54a0208dac4babe11%7Cf1805f7c94a24c7d81d

356c2aa4407b3%7C1%7C0%7C638038603596177608%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ZitEbn%2Fh3FCt2Nqyh8uEy55umybb8WoIBh%2Ffjjz4VmU%3D&reserved=0><https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.fbfl.us%2F867%2FAgendas&data=05%7C01%7Clkreger%40fbfl.org%7Ce1ad7bc4f6a6428e3c9a08dac4e0011b%7Cf1805f7c94a24c7d81d356c2aa4407b3%7C1%7C0%7C638038763626244171%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=qQSsuHi5ePKwJxRGWM1tirSXzcgSKkAzmke%2FWjCc6qs%3D&reserved=0>

Tammi E. Bach , J.D., B.C.S.

Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach

204 Ash Street
Fernandina Beach , FL 32034

(904) 310-3276<tel:(904)%20310-3276> | tbach@fbfl.org<mailto:tbach@fbfl.org>

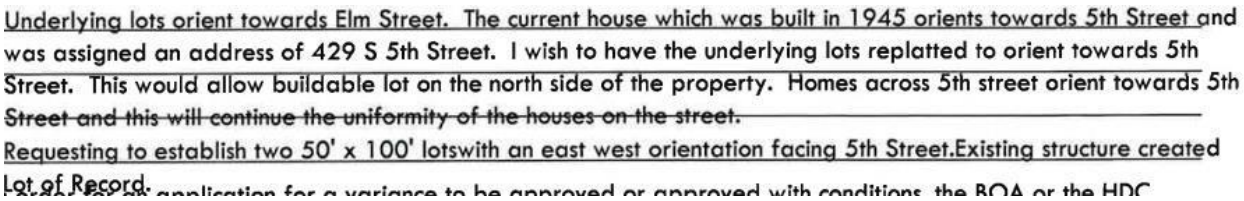
INTERNAL USE ONLY

All the City Attorney examples Below are cases since 2016 that clearly involve replats and that went to the **Board of Adjustment** for determination.

Fredrick & Deborah Lewis Property Location: 704 S. 12th Street Parcel Number: 00-00-31-1800-0232-03B0. This is not a reversion to the original lots of record.

> "The applicant is seeking a variance in order to restore two platted lots of record and two partial lots of record. A single family residence which was constructed in 1983 created the "lot of record" as can be seen on the survey1 below. That single family residence was demolished earlier this year prior to obtaining a building permit. An after the fact building permit has been issued for the demolition. The parcels in this area today, exist in a variety of sizes, ranging anywhere from 50 to 100 feet in width as you can see on the Property Appraiser's Website map2. The Hunnicutt & Associates map from February 14, 19543, further subdivided the official plat of the City of Fernandina Beach (formally City of 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. This "lot of record" at 100 x 200 is larger than any other lot in the general vicinity. If the variance is granted, two minor subdivisions will have to be administratively processed so that the two partial lots of record can be increased to 50 feet in width to meet today's minimum standards"

Sherri Rinker / Rinker & Kinard Enterprises January 17, 2018 Property Location: 429 S. 5th Street Parcel Number: 00-00-31-1800-0138-009



Underlying lots orient towards Elm Street. The current house which was built in 1945 orients towards 5th Street and was assigned an address of 429 S 5th Street. I wish to have the underlying lots replatted to orient towards 5th Street. This would allow buildable lot on the north side of the property. Homes across 5th street orient towards 5th Street and this will continue the uniformity of the houses on the street.

Requesting to establish two 50' x 100' lotswith an east west orientation facing 5th Street.Existing structure created Lot of Record.

Applicant was trying to reorient and restore historic lots of record to make room for a third lot. This is a replat.

The procedure being used today for this request to replat by the Planning and Conservation Department is to:

1) Send the replat to the Technical Review Board. This occurred and was passed.
2) Send the replat to the Planning Advisory Board. The Planning Advisory Board unanimously rejected this proposal on December 14, 2022 and requested that this request be sent to the Board of Adjustment, in accordance with the city's Land Development Code Section 1.03.05
3) Because the Department of Planning and Conservation is choosing to ignore the advice and request of the Planning Advisory Board, the application is in front of you today.

According to the Land Development Code, this proposal should be sent to the Board of Adjustment.

1.03.05 Construction or Demolition of Structures on Combined Lots

A. In order to maintain open space, visual corridors, neighborhood character, property values and visual attractiveness of residential areas, wherever there may exist a single-family detached residential unit or, a duplex structure or any auxiliary building or structure, including but not limited to, swimming pools, or any other improvement which was heretofore constructed on property containing one or more platted lots or portions thereof (excluding walls or fences), such lots thereafter constitute one building site and must be considered the "lot of record", and no permit will be issued for the construction of more than one residential dwelling unit on the site. All construction on the building site must comply with all existing zoning and density requirements.

B. The demolition or removal of any residence or structure, whether voluntary or involuntary, does not have the effect of changing the establishment of the building site.

C. A change from the foregoing provisions for the purpose of establishing building sites, or separation of building sites requires supermajority approval by the Board of Adjustment in accordance with the variance approval process contained in Section 10.02.00 in a quasi-judicial hearing at which all interested persons will be afforded an opportunity to be heard

Applicable Law:

Section 1.03.05 of the Land Development Code clearly states the procedure is to have this project reviewed by the Board of Adjustment. The City Attorney says she interprets the law differently, although her interpretation is nowhere to be found in the Land Development Code.

On January 26, 2006, the Planning Advisory Board discussed the final version of section LDC 1.03.05 after it had been drafted. Their intent was very clear that section 1.03.05 was to handle situations exactly like the Tringali replat application.

INTERNAL USE ONLY

From the Approved Minutes of the January 6, 2006 Planning Advisory Board Meeting
"Discussion on Land Development Code"

> Ms. Hartley *(City Planner)* read the proposed 1. 03.05 language that was drafted by the City Attorney.
>
> She clarified that this zoning and land use restriction is on the property and someone built a house, and now the City doesn' t want the property owner to try to maximize their profit and increase density across the board by tearing down their house and putting up two houses.
>
> There was some discussion of building site and the proposed language of 1. 03.05 (A), (B), and (C).
>
> Chairman Bennett suggested including this language with land use and then it is quite clear. He commented that the intent of the board was to allow single buildings, but where lots have been combined and single improvements put on them to keep it that way.
>
> Member Conger noted that entrepreneurs would purchase existing building on a lot and then they' ll split it in order to build two houses.
>
> He questioned if this effectively puts up a barrier to activity like that. Ms. Hartley replied correct.

This is the exact situation of the Tringali Proposed replat on s 4th street. There are currently 3 single family homes, and an entrepreneur wants to maximize profit by tearing down the 3 existing homes and "split it in order to build two houses". The City Planner assured the board in 2006 that the language drafted by then City Attorney Debra Braga was clear and would 'put up a barrier to activity like that'.

If today you do not agree with this law, the solution is not to ignore or flout the law, you need to change it instead.

The City Attorney also says her interpretation of the law has been the practice for the past 20 years, so therefore, we need to follow her procedure. When asked to provide examples of the past 20 years, she provided all annexation examples

From the City Attorney e-mail on November 10, 2022 (via records request)

> There have been many subdivisions in the City that began with a plat application and subdividing land that had existing structures that were demolished prior to platting. Section 1.03.05 was not applied to these other subdivisions in the City. Examples include: 2022 Island View on Bailey Road - 2 existing homesites -on site through annexation, demo in January 2022; 2017 River Bend on Amelia Island Parkway - 1-3 homesites - demo prior to annexation 1940- 1953 timeframe of construction based on historic aerials; and 2017 (Phase II) and 2014 (Phase I) Dunes of Amelia - 1 homesite with ancillary structures -demo prior to annexation. If the City Commission wishes to move in the policy direction of restricting growth and property development by strictly applying Section 1.03.05 of the LDC, there will have to be changes to the LDC and Comp Plan before the City staff can interpret and apply Section 1.03.05 to apply to ANY residential property with existing structure(s). Without codified policy changes, the City will face legal challenges, including but not limited to, Bert Harris Act claims, 14th Amendment violation claims, administrative challenges and appeals. Development in the City, as you know, is governed by the Comprehensive Plan which includes the Future Land Use Element and the Property Rights Element that cannot be ignored by staff.'

INTERNAL USE ONLY

Below are the cases of replats since 2016 we have found that went to the **Planning Advisory Board.** None of these cases involve property already within the City limits or that already had a single-family home on the property.

Planning Advisory Board Replat Cases since 2016

Hickory Ridge Replat

Vacant land

Lakeside Reserve

1 home with Swimming Pool and 6 acres of pasture.

Annexation

Dunes of Amelia II

Annexation

Riverbend

Annexation

Amelia Park – Park Avenue North

Vacant Land (The City approved this property's use under a Planned Unit Development in late 1990's. The PUD was most recently modified in August 2015 under Ordinance 2015-11, to remove a restriction for these sites which required first floor retail fronting Park Avenue. A local development order was issued in August 2016 under Site Plan Review (SPR) 2016-08. Site work has commenced and the property owner is now ready to complete the final plat process)

INTERNAL USE ONLY

Request to Intervene with Adversely Affected Party Status

For Merry Coalson and David Coalson, 111 S 4th Street, Fernandina Beach, FL
c/o Attorney Ralf Brookes Esq.
RalfBrookes@gmail.com

PRELIMINARY PLAT/REPLAT APPROVAL
"THIRD AND BEECH" TOWNHOME SUBDIVISION
RESOLUTION 2023-23
APPROVING A PRELIMINARY PLAT/REPLAT TO CREATE A TWELVE-LOT TOWNHOME SUBDIVISION CALLED "THIRD AND BEECH"; AUTHORIZING EXECUTION AND PROVIDING FOR AN EFFECTIVE DATE.

Dear Fernandina Beach:

Request to Intervene as Adversely Affected Parties for Merry and David Coalson, 111 S 4th Street, Fernandina Beach, FL

Merry Coalson and David Coalson, 111 S 4th Street, Fernandina Beach, FL are immediately adjacent neighbors to the proposed 3rd and 4th Street Townhome subdivision, they are more adversely affected than the community at-large as set forth below due to their adjacent location. They respectfully request additional time before the City Commission to present their testimony, evidence and legal arguments.



<<<<<<<<<<<<<<< Merry Coalson and David Coalson, 111 S 4th Street

The 100th block of s 4th Street, where the Coalson home is located, and where the proposed townhome subdivision is planned, is and always has been a single-family home neighborhood.

The proposed townhome subdivision would adversely affect the Coalsons and the surrounding neighbors because, among other things, it would:

- Increase density
- Increase in development intensity
- Increase traffic and parking needs on our street
- Remove eligible historic contributing structures and tree canopy
- Reduce Parking spaces on adjacent street
- Drastically change the character of a historic district and streetscape
- Lead to the loss of tree canopy and canopy trees that provide protection from harsh sunlight, albedo and provide energy savings and aesthetic benefits to my home
- Increase impervious surface area on the affected property, thereby increasing stormwater and flooding concerns.
- Decrease the desirability of our home by adversely affecting the Coalsons' adjacent single family home and its property value.

The application for a replat subdivision approval is a "development order" under **163.3164 (16)** that must be consistent with the duly adopted Comprehensive Plan[1], including the following policies, with which the Coalsons allege the application is inconsistent:

Policy 1.02.06. The City shall assure that specific density assigned to new development and redevelopment is **compatible and consistent with established residential development patterns** and provides equitable use of the land. Criteria to be considered in allocating density shall include, but not be limited to, the following:

> a. Protecting **the integrity and stability of established residential areas**;…
> d. Recognizing and being **sensitive to the character and form of the surrounding neighborhoods**

---

[1] **Florida Statutes 163.3194 Legal status of comprehensive plan.**
(1)(a) After a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, **all development** undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element **shall be consistent with such plan or element as adopted.**

163.3164 Community Planning Act; definitions. As used in this act:
(14) "Development" has the same meaning as in s. 380.04.
(15) "Development order" means any order granting, denying, or granting with conditions an application for a development permit.
(16) "Development permit" includes any building permit, zoning permit, **subdivision approval,** rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

Objective 11.06. Community Character – Community character is reflected in **lot sizes, site placement**, height, **architectural features and existing vegetation**. The City shall strive to **stabilize and preserve neighborhoods and establish urban design standards** which protect and promote quality of life in order to **prevent teardowns, encourage re-use**, infill and new development.

Policy 11.06.02. The City shall evaluate the **neighborhoods contiguous to the historic districts** and evaluate strategies for **revitalization of existing structures in these neighborhoods** in a manner that is **consistent with their original development** and also **compatible with the adjacent historic districts**.

The subject properties are located between 3rd and 4th Streets, Ash and Beech Streets. These properties are on 5 deeded parcels (00-00-31-1800-0012-0210, 00-00-31-1800-0012-0190, 00-00-31-1800-0012-0050, 00-00-31-1800-0012-0100, 00-00-31-1800-0012-0150) and contain 4 historically significant homes (as designated in the 1980s survey of homes in Fernandina Beach).

The application and development plan you are considering today includes demolition and removal of the 4 historically significant homes. Prior to the applicant's ownership of these properties, they were owned by Mabel Stephens, Vivian Wrye Skipper and Antonio and Carmela Poli. The application the City is considering includes demolition and removal of the 4 homes used as a homestead of an original shrimper family that have been here since:1900, 1940, 1945 and 1953.

Although not within the Historic District Boundaries these homes, they are immediately adjacent to the Historic District and would likely qualify as contributing historic structures based on age and other factors.

In addition to demolishing these homes, it is our understanding that the plan includes raising the elevation of the entire 1.7-acre area by approximately 2.5-3.5 feet and installing concrete/pipes/utilities that would destroy more than half the trees, including many canopy trees. This process would increase the risk of run off from the site, adversely affecting our house next door and other nearby homes.

Another concern that is that this raised block development will adversely impact the adjacent historic district by changing the character of the neighborhood from

historic single-family homes to high-density townhomes out of line with historic usage. The adversely affected homes include four beautiful Historic District homes directly across the street on 4th street, as well as several more beautiful historic district homes on Beech Street.

There is no area in Fernandina Beach where a large, raised block with townhomes is directly across the street from Historic District homes so approval of this novel development will not only impact this neighborhood, but also set a bad precedent for future development of high-density townhomes in and around the Historic District and beyond.

This 12 unit townhome development will be located across from the front yards and porches of historic homes not behind historic homes. This would be unprecedented as far as we know.

The Planning Advisory Board unanimously rejected this proposal on December 14, 2022 and requested that this request be sent to the Board of Adjustment, in accordance with the city's Land Development Code Section 1.03.05. According to clear and express language of section 1.03.05 the Land Development Code, this proposal should be denied outright or sent to the Board of Adjustment under subsection (c) to apply specific criteria and where it would be subject to a super-majority vote of the Board for approval.

> LDC 1.03.05 **Construction or Demolition of Structures on Combined Lots**
>
> "A. In order to maintain open space, visual corridors, neighborhood character, property values and visual attractiveness of residential areas, wherever there may exist a single-family detached residential unit or, a duplex structure or any auxiliary building or structure, including but not limited to, swimming pools, or any other improvement which was heretofore constructed on property containing one or more platted lots or portions thereof (excluding walls or fences), such lots thereafter constitute one building site and must be considered the "lot of record", and no permit will be issued for the construction of more than one residential dwelling unit on the site. All construction on the building site must comply with all existing zoning and density requirements.
>
> B. The demolition or removal of any residence or structure, whether

voluntary or involuntary, does not have the effect of changing the establishment of the building site.

C. A change from the foregoing provisions for the purpose of establishing building sites, or separation of building sites requires supermajority approval by the Board of Adjustment in accordance with the variance approval process contained in Section 10.02.00 in a quasi-judicial hearing at which all interested persons will be afforded an opportunity to be heard."

Section 1.03.05 of the Land Development Code clearly states the proper procedure is to have this project reviewed by the Board of Adjustment.

The relevant legislative history of LDC 1.03.05 clearly supports denial of the request to approve the townhome project. On January 26, 2006, the Planning Advisory Board discussed the legislative intent of final version of section LDC 1.03.05 after it had been drafted and just before adoption. Their intent was very clear that section 1.03.05 was to handle situations exactly like the current replat application. Here are some highlights from the Approved Minutes of the January 6, 2006 Planning Advisory Board Meeting "Discussion on Land Development Code"

Ms. Hartley (City Planner) read the proposed 1. 03.05 language that was drafted by the City Attorney. She clarified that this zoning and land use restriction applies to property on which someone built a house, and implements the City's goal of preventing the property owner from trying to maximize their profit and increase density across the board by tearing down their house and putting up two houses in its place.

There was some discussion of building site and the proposed language of 1. 03.05 (A), (B), and (C).

Chairman Bennett suggested including this language with land use and then it is quite clear. He commented that the intent of the board was to allow single buildings, but where lots have been combined and single improvements put on them to keep it that way.

Member Conger noted that without this provision entrepreneurs would purchase an existing building on a lot and then they'll split it up in order to build two houses. He asked if 1.03.05 would effectively put up a barrier to

redevelopment activity like that. Ms. Hartley replied that it would.

This 2006 discussion anticipated the exact situation of the subject proposed replat on S. 4th street. There are currently 3 single family homes, the applicant desires to increase their development potential by tearing down the 3 existing homes and pursuing a replat split in order to build (town)homes on the property. The City Planner assured the board in 2006 that the language drafted by then City Attorney Debra Braga was clear and would 'put up a barrier to activity like that'.

When the current City Attorney (via a records request) was asked to provide examples of the past 20 years, she responded by e-mail on Nov. 10, 2022 and provided examples all involving demolitions prior to annexation by the City. She wrote as follows:

> "There have been many subdivisions in the City that began with a plat application and subdividing land that had existing structures that were demolished prior to platting. Section 1.03.05 was not applied to these other subdivisions in the City. Examples include: 2022 Island View on Bailey Road - 2 existing homesites -on site through annexation, demo in January 2022; 2017 River Bend on Amelia Island Parkway - 1-3 homesites - demo prior to annexation 1940- 1953 timeframe of construction based on historic aerials; and 2017 (Phase II) and 2014 (Phase I) Dunes of Amelia - 1 homesite with ancillary structures -demo prior to annexation."

All of the examples given by the City Attorney were involved annexations, which are not comparable to the current request to increase the density of long established city property within the City's boundaries and adjacent to historic homes and districts. These examples are not applicable to the current situation and thus raise no equal protection concerns.

We respectfully ask that the Commission make a motion, second and vote to deny this application as inconsistent with the Comprehensive Plan[i] not in compliance with the Land Development Code or, in the alternative, send this request to the Board of Adjustment for a vote in accordance with LDC 1.03.05(c).

Sincerely

/s/ Ralf Brookes Esq.

Ralf Brookes Attorney

Attachments:

City of Fernandina Beach Land Development Code excerpts

City of Fernandina Beach Approved Planning Advisory Board Special Meeting Minutes, January 26, 2006

E-mail between City Attorney Tammy Bach and various staff and city commissioners, November 22, 2022

City of Fernandina Beach Comprehensive Plan excerpts

Ralf G. Brookes, Attorney Resume

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[i] The Application is inconsistent with the following Comprehensive Plan Policies and Objectives:

Policy 1.02.06. The City shall assure that specific density assigned to new development and redevelopment is **compatible and consistent with established residential development patterns** and provides equitable use of the land. Criteria to be considered in allocating density shall include, but not be limited to, the following:

a. Protecting **the integrity and stability of established residential areas**;…

d. Recognizing and being **sensitive to the character and form of the surrounding neighborhoods**

Objective 11.06. Community Character – Community character is reflected in **lot sizes, site placement**, height, **architectural features and existing vegetation**. The City shall strive to **stabilize and preserve neighborhoods and establish urban design standards** which protect and promote quality of life in order to **prevent teardowns, encourage re-use**, infill and new development.

Policy 11.06.02. The City shall evaluate the **neighborhoods contiguous to the historic districts** and evaluate strategies for **revitalization of existing structures in these neighborhoods** in a manner that is **consistent with their original development** and also **compatible with the adjacent historic districts**.

LAND DEVELOPMENT CODE

Effective: October 1, 2006

By Ordinance 2006-14

As Amended

DATE	ORDINANCE NUMBER
August 7, 2007	(Ordinance 2007-22)
May 15, 2007	(Ordinance 2007-13)
April 3, 2007	(Ordinance 2007-12)
September 2, 2008	(Ordinance 2008-21)
December 16, 2008	(Ordinance 2008-27)
March 1, 2010	(Ordinance 2010-07)
March 1, 2010	(Ordinance 2010-09)
May 18, 2010	(Ordinance 2010-15)
May 18, 2010	(Ordinance 2010-16)
January 18, 2011	(Ordinance 2010-39)
April 5, 2011	(Ordinance 2011-05)
August 16, 2011	(Ordinance 2011-16)
January 3, 2012	(Ordinance 2011-30)
September 18, 2012	(Ordinance 2012-17)
December 14, 2012	(Ordinance 2012-27)
January 19, 2013	(Ordinance 2012-28)
January 2, 2013	(Ordinance 2012-29)
June 3, 2014	(Ordinance 2014-14)
June 3, 2014	(Ordinance 2014-15)
July 15, 2014	(Ordinance 2014-20)
July 15, 2014	(Ordinance 2014-21)
February 17, 2015	(Ordinance 2014-15)
December 1, 2015	(Ordinance 2015-29)
December 1, 2015	(Ordinance 2015-30)
January 19, 2016	(Ordinance 2015-35)
February 16, 2016	(Ordinance 2015-36)
March 15, 2016	(Ordinance 2016-03)
April 19, 2016	(Ordinance 2016-05)
October 4, 2016	(Ordinance 2016-09)
August 16, 2016	(Ordinance 2016-12)
October 18, 2016	(Ordinance 2016-15)
October 4, 2016	(Ordinance 2016-32)
November 15, 2016	(Ordinance 2016-34)
June 6, 2017	(Ordinance 2017-12)
September 19, 2017	(Ordinance 2017-20)
April 3, 2018	(Ordinance 2018-01)
December 18, 2018	(Ordinance 2018-38)
December 18, 2018	(Ordinance 2018-39)
May 7, 2019	(Ordinance 2018-40)
January 15, 2019	(Ordinance 2018-48)
February 19, 2019	(Ordinance 2018-49)
February 19, 2019	(Ordinance 2019-03)
June 18, 2019	(Ordinance 2019-11)
June 18, 2019	(Ordinance 2019-12)
June 18, 2019	(Ordinance 2019-13)
August 6, 2019	(Ordinance 2019-16)
September 24, 2019	(Ordinance 2019-17)
January 7, 2020	(Ordinance 2019-18)
February 4, 2020	(Ordinance 2020-01)
May 5, 2020	(Ordinance 2020-10)
May 5, 2020	(Ordinance 2020-11)
June 16, 2020	(Ordinance 2020-16)
June 16, 2020	(Ordinance 2020-17)
June 16, 2020	(Ordinance 2020-18)
December 1, 2020	(Ordinance 2020-42)
February 16, 2021	(Ordinance 2021-03)
March 16, 2021	(Ordinance 2021-04)
February 15, 2022	(Ordinance 2022-03

Revised 08-02-2022

February 15, 2022	(Ordinance 2022-04)
February 15, 2022	(Ordinance 2022-05)
February 15, 2022	(Ordinance 2022-06)
February 15, 2022	(Ordinance 2022-07)
August 2nd, 2022	(Ordinance 2022-22)

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CHAPTER 1
GENERAL PROVISIONS

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1.00.00 GENERALLY

1.00.01 Purpose and Intent

This land development code (LDC) is adopted for the purpose of implementing, in part, the comprehensive plan, and is intended to:

A. Establish comprehensive regulations, procedures, and standards for review and approval of the development of land based on the comprehensive plan;
B. Foster and preserve public health, safety, comfort, and welfare, and aid in the harmonious, orderly, aesthetically pleasing, and socially beneficial development of the City in accordance with the comprehensive plan;
C. Conserve the value of land, buildings, and resources, and protect landowners from adverse impacts of adjoining developments;
D. Protect the character and maintain the stability of residential, business, industrial, recreation, and public areas, and enhance property values, stabilize older neighborhoods and business centers, and increase the economic benefits to the City arising out of its cultural resources;
E. Control and regulate growth of the City;
F. Provide specific procedures to ensure that local development orders and permits are conditioned on the availability of public facilities and services that meet level of service requirements (concurrency);
G. Balance the interest of the general public with that of individual property owners; and
H. Protect and, where necessary, preserve valuable natural resources including, but not limited to: environmentally sensitive land, water resources, wildlife habitats, and threatened or endangered species.

1.00.02 Relationship to the Comprehensive Plan

The Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, *F.S.*, provides that local governments adopt a comprehensive plan and land development regulations which implement the adopted comprehensive plan. The standards and provisions in this LDC have been designed to implement the comprehensive plan, as may be amended from time to time.

1.00.03 Effect on Easements, Covenants, and Other Agreements

This LDC shall not interfere with, abrogate, or annul any easements, covenants, or other agreements between parties, provided, however, that the provisions of this LDC shall control where this land development code imposes a greater restriction upon the use of buildings or premises or upon the height of buildings, or requires larger open spaces than are imposed or required by such easements, covenants, or agreements.

1.01.00 TITLE

This land development code shall be known as and entitled the "Fernandina Beach Land Development Code" and may be referred to herein as the "LDC." Sections of the LDC shall be cited as "Fernandina Beach LDC, Section_____.

1.02.00 AUTHORITY

This LDC is enacted pursuant to the requirements and authority of Chapter 163, Part II, *F.S.*, and Chapter 166, *F.S.*

1.03.00 APPLICABILITY

1.03.01 Generally

A. Except as specifically provided, the provisions of this LDC shall apply to all development in the City.
B. The use of any parcel of land, or any structure, or any combination thereof, within the corporate limits of the City shall be in conformance with the requirements of the LDC.
C. Principal uses, accessory uses, buildings, and structures that are not identified as permissible are prohibited. To be identified as permissible, such uses, buildings, and structures shall be included in this LDC or interpreted as included as provided for in Section 1.05.00 and Chapter 2.
D. A change of use shall conform to the standards, criteria, requirements, and procedures of this LDC.
E. Where a local development order or permit that was lawfully issued prior to the effective date of this LDC expires or is otherwise invalidated any further development on the site subject to the local development order or permit shall conform to the standards, criteria, requirements, and procedures of this LDC.

1.03.02 Exemptions

The situations described in (A) and (B) below are exempt from the provisions of this LDC.

A. The provisions of this LDC and any amendments thereto shall not affect the validity of any valid and effective local development order or permit that was issued prior to the effective date of this LDC under the following situations:
    1. The development activity authorized by the local development order or permit was commenced prior to the effective date of this LDC, and such activity continues without interruption (except because of war or natural disaster) until the development is complete;
    2. The development activity authorized by the local development order or permit will be commenced after the effective date of this LDC but within six (6) months of the issuance of a valid building permit which was issued prior to the effective date of this LDC; or
    3. The development activity authorized by the local development order is proceeding in accordance with the time limits contained in the local development order.
B. The provisions of this LDC and any amendments thereto shall not affect work required for public facilities and services within the public right-of-way, as further described below:
    1. Work required for the installation of facilities for the distribution or transmission of gas, water, sewer, electricity, cable, telephone, or telecommunications services;
    2. Work required for the purpose of inspecting, repairing, or replacing any existing water or sewer lines, mains, or pipes; and
    3. Work required for the purpose of inspecting, repairing, or replacing cables, power lines, utility poles, utility tunnels, or the like.

1.03.03 Lots of Record

A. One dwelling unit may be constructed on a substandard, platted lot of record in a residential or mixed-use zoning district.

1.03.04 Demolition of Structures on Substandard Lots

A. Applicability. Except as may be provided hereinafter to the contrary, in connection with replats, subdivisions, specific regulations, and specifically described lots or parcels of land, all buildings or structures located in the R-1, R-2, RLM, and R-3 zoning districts shall be constructed or erected upon a building site containing at least one (1) platted lot. Such building site shall have a minimum street frontage of fifty (50) feet.

B. Building site requirements. Wherever there may exist a single-family residence(s), duplex building(s), or any lawful accessory building(s) or structure(s) which was heretofore constructed on property containing one (1) or more substandard platted lots or portions thereof, such substandard lot or lots shall thereafter constitute only one (1) building site. No permit shall be issued for the construction of more than one (1) single-family residence. Such structures shall include, but not be limited to, swimming pools, tennis courts, walls, fences, or other at-grade or aboveground improvements.

C. Removal of buildings. If a single-family residence or duplex building which exists on more than one (1) substandard lot is voluntarily demolished or removed, no permit shall be issued for the construction of more than one (1) building on the building site.

1.03.05 Construction or Demolition of Structures on Combined Lots

A. In order to maintain open space, visual corridors, neighborhood character, property values and visual attractiveness of residential areas, wherever there may exist a single-family detached residential unit or, a duplex structure or any auxiliary building or structure, including but not limited to, swimming pools, or any other improvement which was heretofore constructed on property containing one or more platted lots or portions thereof (excluding walls or fences), such lots thereafter constitute one building site and must be considered the "lot of record", and no permit will be issued for the construction of more than one residential dwelling unit on the site. All construction on the building site must comply with all existing zoning and density requirements.

B. The demolition or removal of any residence or structure, whether voluntary or involuntary, does not have the effect of changing the establishment of the building site.

C. A change from the foregoing provisions for the purpose of establishing building sites, or separation of building sites requires supermajority approval by the Board of Adjustment in accordance with the variance approval process contained in Section 10.02.00 in a quasi-judicial hearing at which all interested persons will be afforded an opportunity to be heard.

1.04.00 CITY MANAGER

The City Manager is the chief administrative official of the City. For the purposes of this LDC, the City Manager administers, interprets, and implements the standards, criteria, and procedures of this LDC. The City Manager may delegate such responsibilities to City staff. Throughout this LDC, the term "City Manager" is used to indicate the person responsible for specified actions, except where specified actions are reserved or specifically delegated to another position. In all instances, "City Manager" means the "City Manager or designee."

1.05.00 INTERPRETATIONS

1.05.01 Generally

A. In the interpretation and application of this LDC, all provisions shall be liberally construed in favor of the objectives and purposes of the City and deemed to neither limit nor repeal any other powers granted to the City under State Statutes.
B. In interpreting and applying the provisions of this LDC, the provisions shall be held be the minimum requirements for the promotion of the public health, safety, morals, and general welfare of the City.
C. Specific provisions of this LDC shall be followed in lieu of general provisions that may be in conflict with the specific provision.
D. Where any provisions of this LDC conflict with any other provisions of this LDC or with other regulations, the more stringent restrictions shall be applied.
E. If a specific regulation, standard, definition, development criteria, or provision is not included in this Land Development Code, the regulation, standard, definition, development criteria, or provision, shall not be permitted.

1.05.02 Responsibility for Interpretations

A. In the event that any question arises concerning the application of regulations, standards, definitions, development criteria, or any other provision of this LDC, the City Manager shall be responsible for interpretation. In the interpretation of this LDC, the City Manager shall seek guidance from the comprehensive plan.
B. Responsibility for interpretation by the City Manager shall be limited to standards, regulations, and requirements of this LDC, and shall not be construed to include interpretation of any technical codes adopted by reference in this LDC. Interpretation shall not be construed to override the responsibilities given to any commission, board, or official named in other sections or chapters of this LDC.

1.05.03 Rules for Interpretation of Boundaries

Where uncertainty exists as to boundaries of any district shown on the zoning map, the following rules shall apply:

A. Boundaries shown as following or approximately following any street shall be construed as following the centerline of the street.
B. Boundaries shown as following or approximately following any platted lot line or other property line shall be construed as following such line.
C. Boundaries shown as following or approximately following section lines, half-section lines, or quarter-section lines shall be construed as following such lines.
D. Boundaries shown as following or approximately following the shoreline of a water body shall be construed as following such shoreline.
E. Where any public street or alley is hereafter officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to that portion of that street or alley added thereto by virtue of vacation or abandonment.

1.05.04 Rules of Construction

The following rules of construction shall be applied in the interpretation of the provisions of this LDC:

A. The word "shall" is mandatory and the word "may" is discretionary.

1. Words used in the present tense shall include other tenses.
2. Words in the singular shall include the plural, and words in the plural shall include the singular.
3. Words denoting the masculine gender shall be construed to include the feminine and neuter.
4. The word "person" means an individual, corporation, governmental agency, business trust, estate, trust, partnership, or association, two (2) or more persons having a joint or common interest, or any other legal entity.
5. The word "owner," applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant, or tenant by the entirety, of the whole or of a part of such building or land.
6. The words “written” and “in writing” mean any representation of words, letters, or figures, whether by printing or otherwise.

1.05.05 Computation of Time

A. In computing any period of time prescribed or allowed, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, a Sunday, nor a legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.
B. The term “day” means a calendar day.
   1. The term “month” means a calendar month.
   2. The term “year” means a calendar year unless otherwise indicated.

1.05.06 Computation of Required or Permitted Units

When the determination of required or permitted units as required by this LDC results in a fractional unit, a fraction in excess of ½ shall not be counted as one (1) unit.

1.06.00 DOCUMENTS ADOPTED BY REFERENCE

A. The map identified by the title, “Zoning Map, Fernandina Beach, Florida,” which shows the boundaries and designations of the zoning districts is hereby adopted into and made part of this LDC.
B. The Flood Insurance Rate Map identified in Section 3.01.02(A) is hereby adopted into and made part of this LDC.
C. Technical codes which have been adopted by reference are identified in Sections 22-26 through 22-34 of the *Code of Ordinances of the City of Fernandina Beach, Florida*.
D. Chapter 333, *Florida Statutes*.
E. Historic Preservation Guidelines, Downtown Historic District.
F. Old Town Preservation and Design Guidelines.
G. CRA Design Guidelines.
H. Design and engineering standards manuals under current usage by FDOT, SJRWMD, FDEP, USACOE and other agencies, as applicable.

1.07.00 ACRONYMS AND DEFINITIONS

A. Acronyms

ADA	Americans with Disabilities Act
ATM	Automated Teller Machine
CCCL	Coastal Construction Control Line
CRA	Community Redevelopment Area
CUPZ	Coastal Upland Protection Zone
DBH	Diameter at Breast Height
ERU	Equivalent Residential Unit
FAA	Federal Aviation Administration
FAC	Florida Administrative Code
FCC	Federal Communications Commission
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FLUM	Future Land Use Map
HDC	Historic District Council
HOAA	Home Ownership Affordability Agreement
ISA	International Society of Arboriculture
LDC	Land Development Code
LOMR	Letter of Map Revision
LURA	Land Use Restriction Agreement
OFW	Outstanding Florida Waters
SJRWMD	St. Johns River Water Management District
SHPO	State Historic Preservation Officer
USACOE	United States Army Corps of Engineers
USDA	United States Department of Agriculture

B. Glossary of terms

Abut means to physically touch or border upon, or to share a common property line.

Accessory use or building means any building, use, structure, or dwelling unit that is a subordinate use or building customarily incident to and located upon the same lot occupied by the main use or building.

Accessory Dwelling Unit (ADU) means a *dwelling unit* that is subordinate to an existing principal structure.

Adaptive reuse means the renovation and reuse of pre-existing structures for new purposes.

Affected Party for purposes of quasi-judicial hearings an affected party is any property owner, resident, or local government.

Affordable housing means housing for which monthly rents or monthly mortgage payments, including taxes, insurance, and utilities, do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households or persons indicated in Section 420.0004, F.S.

Affordable unit is any housing unit constructed as an affordable housing unit for a very low, low, or moderate-income household as defined herein, and which is the subject of an active land use restriction agreement (LURA) or home ownership affordability agreement (HOAA) as defined herein.

Aggrieved or adversely affected party/person means any person or local government that will suffer an adverse effect to an interest protected or furthered by the City's Comprehensive Plan and Land Development Code, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, and environmental or natural resources. The alleged adverse interest may be shared in common with other members of the community at large but must exceed in degree the general interest in community good shared by all persons. The term includes the owner, developer, or applicant for a development order.

Airport means Fernandina Beach Municipal Airport.

- ***Accident Potential Zone (APZ)*** means an area within 5,000 feet of the approach or departure end of a runway or in proximity to an airport in which area aircraft may maneuver after takeoff or before landing and are subject to the greatest potential to crash into a structure or the ground.

- ***Aircraft Over-flight Zone*** means a specified area underlying the fixed, recurring flight paths for aircraft taking off or landing at a civil airport. Aircraft routinely must operate at low altitude, climb from or descend to the runway along these paths. Should an aircraft accident occur, it is statistically most likely to be located in this area.

- ***Airport Noise Zones or Airport Noise Impact Zones*** means areas within specific airport generated noise impact day/night average sound level (DNL) contour lines in which land use should be limited to activities that are not noise sensitive.

- ***Airport Obstruction*** means any structure or object of natural growth or use of land which would exceed the federal obstruction standards as contained in 14 Code of Federal Regulations (CFR) Part 77 or which obstruct the airspace required for the flight of aircraft in taking-off, maneuvering or landing at an airport or may otherwise interfere with the taking-off, maneuvering or landing of aircraft.

- ***Airspace Obstruction or Obstruction to Navigable Airspace*** means any structure, existing or planned, or any object of natural growth which would exceed federal obstruction standards as contained in 14 CFR Part 77, ss77.21, 77.23, 77.25, 77.28 or 77.29.

- ***Decision Height*** means the height at which a pilot must decide, during an Instrument Landing System (ILS) approach, to either continue the approach or to execute a missed approach.

- ***Minimum Descent Altitude (MDA)*** means the lowest altitude, expressed in feet above mean sea level, to which descent is authorized on a final approach or during circling-to-

land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided.

- ***Minimum Obstruction Clearance Altitude (MOCA)*** means the specified altitude in effect between radio fixes or VHF omnidirectional navigational bearing (VOR) airways, off-airway routes, or route segments which meets obstruction clearance requirements for the entire route segment and which ensures acceptable navigational signal coverage only within twenty-two (22) miles of a VOR.

- ***Minimum Vectoring Altitude (MVA)*** means the lowest Above Mean Sea Level (AMSL) altitude at which aircraft operating on Instrument Flight Rules (IFR) will be vectored by a radar controller, except when otherwise authorized for radar approaches, departures or missed approaches.
- ***Non-precision Instrument Runway*** means a runway having an instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment, for which a non-precision instrument approach procedure has been approved or planned, and for which non-precision instrument approach facilities are planned or indicated on an appropriate civil or military airport planning document.

- ***Other than Utility Runway*** means a runway designed for and intended to be used by all types of aircraft including those having gross weights greater than 12,500 pounds.

- ***Precision Instrument Runway*** means a runway having an instrument approach procedure utilizing an Instrument Landing System (ILS), Microwave Landing System (MLS), or a Precision Approach Radar (PAR) including a runway for which such a system is planned and is so indicated on an approved civil or military airport layout plan; other FAA planning documents, or comparable military service planning documents.

- ***Runway*** means a defined area on an airport prepared for landing and takeoff of aircraft along its length.

- ***Runway Protection Zone (RPZ)*** means a trapezoidal two-dimensional area off the runway end intended to enhance the protection of people and property on the ground.

- ***Utility Runway*** means a runway that is constructed for and intended to be used only by aircraft 12,500 pounds maximum gross weight and less.

- ***Visual Runway*** means a runway intended solely for the operation of aircraft using visual approach procedures with no instrument approach procedure planned or indicated on an approved civil or military airport layout plan, or by any other planning document submitted to the FAA by competent authority.

Alteration means any change to the exterior of the property, including the replacement of existing building materials.

Alternative site is one (1) or more separate locations within a telecommunications tower service area at which a provider could place its antenna to serve substantially all of the area intended to be served.

Antenna means an apparatus designed for the transmitting and/or receiving of electromagnetic waves which includes but is not limited to telephonic, radio or television communications. Types of antennas include, but are not limited to, whip antennas, panel antennas, and dish antennas. As used herein the term "antenna" includes all antennas integrated and used as a complete unit, such as an antenna array. For purposes of this LDC, the following shall not be considered antennas and shall not be regulated by this article: Ham/CB/TV antennas; and, antennas that are designed to receive direct broadcast satellite service, including direct-to-home satellite service, that are one (1) meter or less in diameter, or, antennas that are designed to receive video programming services via multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that are one (1) meter or less in diameter or diagonal measurement; and, satellite earth station antennas in commercial or industrial areas.

- ***Accessory equipment building*** is any building, cabinet, or equipment enclosure constructed for the primary purpose of housing the electronics, backup power, power generators and other freestanding equipment associated with the operation of antennas.

- ***Antenna support structure***. A facility that is constructed and designed primarily for the support of antennas, which include the following types:
    1. *Lattice tower*. A tower that consists of vertical and horizontal supports and crossed metal braces, which is usually triangular or square in a cross section;
    2. *Monopole*. A tower of a single pole design;
    2. *Self-supporting tower*. A tower that has no structurally supportive attachments other than at its foundation; and
    3. *Camouflaged structure*. A structure designed to support antenna and designed to blend into the existing surroundings.

- ***Collocation*** is when more than one (1) provider uses an antenna support structure to attach antennas or use of a structure whose primary purpose is other than to support antennas, such as a light or power pole.

- ***Ham/CB/TV antenna*** is a noncommercial amateur radio or citizens band antenna or antennas that are designed to receive television broadcast signals.

Apartment house. See *Dwelling, multi-family*.

Appeal means any request for a review of a decision of an administrative determination of an employee or official of the City.

Arborist means a person who holds a current certification as an arborist by International Society of Arboriculture (ISA).

Assisted Living Facility means any building or buildings, section or distinct part of a building, private home, boarding home, home for the aged, or other residential facility, regardless of whether operated for profit, which through its ownership or management provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are not relatives of the owner or administrator.

Automatic Teller Machine (ATM) means an unstaffed, mechanized consumer banking device that is generally available at all hours.

Automobile repair, garage and body shop means any building or land where automotive vehicles are repaired, rebuilt, reconstructed, or painted, or where tires are recapped, and body work is practiced.

Awning means any fixed roof-like structure, cantilevered, or otherwise entirely supported from a building, so constructed and erected as to allow the awning to be:

1. Readily and easily moved to close an opening;
2. Rolled or folded back to a position flat against the building, or cantilevered position thereof; and
3. Detached from its supporting structure.

Balcony means a projecting platform that is open and roofless, and which is suspended or cantilevered from, or supported solely by, the principal structure with no additional independent supports. In instances of multi-level balconies, the floor of one balcony does not qualify as the roof of another.

Balloons, kites and the like means any free-floating tethered device intended to draw attention to premises.

Beach means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach" is alternatively termed "shore."

Bed and breakfast inn means an owner-occupied residence offering guestrooms and abbreviated breakfast service.

Breakaway wall means a partition independent of supporting structural members that will withstand design wind forces, but will fail under hydrostatic, wave, and run-up forces associated with the design storm surge. Under such conditions, the wall shall fail in a manner such that it breaks up into components that will minimize the potential for damage to life or adjacent property.

Buffer means a landscaped area which may include walls, fences, berms, trees, shrubs, hedges, ground cover, and other plant materials.

Building means any structure having a roof supported by columns or walls for the housing or enclosure of persons, animals, chattels, or property of any kind. The term "building" shall include the word "structure."

Building footprint means the area of the proposed building including the driveway, sidewalk and road, and five feet around the building but excluding patios, pools, and decks.

Building, height of means the vertical distance from the average natural grade to the highest point on the structure unless located within a flood hazard area.

Bulk Storage Yard – Solids means the principal use of a portion or entire parcel or lot for the external storage of un-contained or open solid material stored for the purpose of distribution. No bulk storage yard for solids shall be located in the special flood hazard area.

Bulk Storage Yard – Liquids means the principal use of a portion or entire parcel or lot for the external storage of flammable or combustible liquids stored for the purpose of distributing the liquids solely by tank truck. No bulk storage yard – liquids shall be located in the special flood hazard area.

Caliper means the diameter of a tree measured six (6) inches above the ground level up to and including four (4) inch diameter size and twelve (12) inches above the ground level for larger sizes.

Capital improvement includes purchase, construction of, addition, or improvement to a public facility.

Caretaker Unit means a single family dwelling unit on non-residential premises, occupied by the person who oversees or maintains the non-residential operation 24 hours per day, and their immediate family.

Carport means a roofed space, accessory to, or a portion of, the principal structure, used for the storage of motor vehicles and enclosed on not more than two (2) sides by walls.
Certificate of approval means a certificate issued by the City Manager or Historic District Council that indicates the approval of plans for erection, alteration, addition, repair, construction, removal, or demolition of a historic landmark or site, or property in the historic district.

Certified property appraiser means a person who develops and communicates real estate appraisal and who holds a current, valid certificate or license issued to him or her for real estate appraisal.

Chimney as defined by the Florida Building Code.

City means the City of Fernandina Beach, a municipal corporation organized and existing under the laws of the State of Florida.

City Manager means the City Manager or his authorized deputy, agent or representative.

Clinic, Medical or Dental shall mean an establishment where patients, who may be kept overnight, are admitted for examination and ongoing treatment by one (1) person or a group of persons practicing any form of healing or health services to individuals, whether such persons be medical doctors, chiropractors, osteopaths, chiropodists, naturopaths, optometrists; dentists or any such profession, the practice of which is lawful in the State of Florida and may include surgical centers or outpatient facilities.

Club means buildings and facilities owned and operated by a corporation or association of persons for social or recreational purposes, but not operated primarily for profit or to render a service which is customarily carried on as a business.

Coastal construction is any work or activity which is likely to have a material effect on existing coastal conditions or natural shore and inlet processes.

Coastal construction control line means that portion of the beach-dune system which is subject to severe fluctuations based on a 100-year storm surge, storm waves, or other predictable weather conditions. Such line is determined by FDEP. See *F.S.* 161.053.

Coastal High Hazard Area means that area identified as the Category 1 hurricane evacuation zone as delineated on the Hurricane Evacuation map.

Commercial building footprint means the areas of the proposed commercial building and the elements required under the LDC, including such items as parking, ingress and egress, and drainage.

Community Redevelopment Area means the CRA Overlay which is intended to provide for and identify priority areas for coordinated redevelopment and revitalization activities. The CRA Overlay encourages improvement of infrastructure and commercial development. The CRA Overlay is applicable to those properties which were included in the CRA Plan established by Resolution 2004-105.

Concurrency means a condition where the necessary public facilities and services to maintain the adopted level of service standard occur in accord with the impacts of development.

- ***Capacity, reserved*** means that portion of the design capacity that has been reserved for valid concurrency certificates and for developments that were issued a development permit.

- ***Concurrency certificate*** means a certificate that indicates whether the proposed development is exempt from concurrency requirements or whether the proposed development is approved or approved with conditions.

Condominium means that form of ownership of real property created pursuant to chapter 718, *Florida Statutes*, which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.

Construction means the carrying out of any building, clearing, filling, excavation, or substantial improvement in the size or use of any structure or the appearance of any land. When appropriate to the content, "construction" refers to the act of construction or the result of construction.

Contributing Property means a building, site, structure, or object which adds to the historical architectural qualities, historic associations, or archaeological values for which a district is significant because

a. it was present during the period of significance of the district, and possesses historic integrity reflecting its character at that time,
b. it is capable of yielding important information about the period, or
c. it independently meets the National Register of Historic Places criteria for evaluation.

Commerce Park means a unified development on a City-owned site with a minimum of 10 acres and 3 or more wholesaling, commercial warehousing or industrial business which are directly served only by internal streets and to which access is gained only at designated entrances.

Craft Distillery is a licensed distillery that produces 75,000 or fewer gallons per calendar year of distilled spirits on its premises and has notified the division in writing of its decision to qualify as a craft distillery (pursuant to F.S. 565.03).

Cupola means a small decorative structure on top of a roof and not intended for habitation.

Deck means a structure, without a roof, either freestanding or directly connected to a primary or accessory structure, generally constructed of wood or a composite material.

Dedication means the deliberate appropriation of land by its owner for any general and public use, reserving to himself no other rights than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted.

Demolition means any act or process that destroys in part or in whole a building or structure.

Development* and *development activity has the meaning in 380.04, *F.S.*

Development order. See "Local development order."

Development permit means an official document of the City which authorizes the commencement of construction or land alteration without need for further application and approval. Development permits include all types of construction permits (plumbing, electrical, foundation, mechanical and so forth, in addition to the building permit itself), grading and clearing permits, septic tank permits, tree removal permits, sign permits, etc.

Diameter at breast high (DBH) means the diameter of a tree four and one-half (4½) feet above ground level from the base of the tree, provided however, if the tree trunk forks below four and one-half (4½) feet above ground level diameter measurement shall be taken one (1) inch below the fork of the trunk.

Driveway means an entry to private property from a public right-of-way.

Dripline is an imaginary perpendicular line that extends downward from the outermost tips of the tree branches to the ground.

Drug store or pharmacy means retail establishments that offer primarily medical prescriptions, over-the-counter medications, medical equipment, and related supplies.

Dune means a mound, bluff, or ridge of loose sediment, usually sand-size sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered with vegetation and is subject to fluctuations in configuration and location.

Dwelling unit means a single housing unit providing complete, independent living facilities, including permanent provisions for living, sleeping, eating, cooking, and sanitation. This definition includes site-built structures and modular structures manufactured under the Florida Manufactured

Building Act (553.35, *F.S.*) and certified by the State of Florida as complying with the structural requirements of the Florida Building Code. Residents of a dwelling unit may be comprised of:

- an individual;
- two (2) or more persons related by blood, adoption, or marriage, together with any number of offspring, foster, step or adopted children;
- a group of not more than four (4) individuals, not related by blood or marriage, or
- groups licensed by the State of Florida as Group Homes, as defined and regulated by Objective 3.05 of the City of Fernandina Beach Comprehensive Plan.

Types of permissible dwelling units include:

- ***Multi-family*** means a building designed for or occupied exclusively by four (4) or more dwelling units, living independently of each other.

- ***Single-family*** means a building designed for or occupied exclusively by one (1) dwelling unit.

- ***Townhouse*** means a single-family dwelling unit which is constructed in a series or group of attached units with property lines separating such units.

- ***Triplex*** means a building, on a single lot or parcel, designed for, or occupied exclusively by three (3) dwelling units, living independently of each other.

- ***Two-family or duplex*** means a building, on a single lot or parcel, designed for, or occupied exclusively by two (2) dwelling units, living independently of each other.

Easement means a grant by a property owner for the use of a specified portion of his land to another party for a specific purpose.

Economic hardship means facts and circumstances which establish that there are no feasible measures that can be taken which will enable the property owner to make a reasonable beneficial use of the property or derive a reasonable economic return from the property.

Emergency means an event which causes sudden damage to one or more buildings or structures within a historic district, and is declared emergent by the Building Official or Fire Marshal, or which results in a condition which renders the building(s) or structure(s) unsafe or dangerous, or involves the safety of the buildings' inhabitants or risk of damage to the architectural elements. Emergencies include situations that result in a condition that is either unsafe or dangerous due to a sudden damage from a declared emergency such as a hurricane, flood, tornado, earthquake, fire, or other unforeseen event.

Emergency Repair Temporary means work necessary to ensure safety and/or prevent the destruction or dilapidation of buildings and or structures that are immediately threatened or have been damaged by fire, flood, earthquake or other unforeseen circumstances. Typical emergency repairs: covering windows/doors/holes in the roof with plywood, putting tarpaulins over breaks in a structure, putting up temporary supports; removing, marking and storing dangling or loose elements.

Endangered species means any flora or fauna that is so designated in the *Florida Administrative Code*.

Environmentally Sensitive Lands (ESL) are defined as estuarine shoreline areas, wetlands, wetland transitional areas, 100-year floodplains, upland wildlife habitats and all lands designated as Conservation on the Future Land Use Map.

Equivalent Residential Unit (ERU). The following shall be considered as a single ERU:

1. Each single-family residence served by the City through a single sewer service connection.
2. Multiunit apartments, condominiums, and similar multiunit residential structures or complexes are defined as consisting of multiple single-family residential units, regardless of whether or not a single sewer connection serves the entire complex.
3. Each residential room or combination of rooms designed to be occupied on a permanent or long-term basis and not otherwise defined as lodging accommodations in this section,
4. Each apartment unit, condominium unit, multifamily unit, or prepared manufactured home space that includes connection points for sewer service and that is owner-occupied, offered separately for rent as a rental or lease unit, or vacant.

Erodible slope shall mean all slopes with inclines in excess of four percent unless modified by the administrative official based on consideration of specific soil conditions.

Fertilizer means any substance or mixture of substances, except pesticide/fertilizer mixtures such as "weed and feed" products, that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil. [Guidance: Regulation of pest control businesses and applicators, and of pesticide use, is preempted to the Florida Department of Agriculture and Consumer Services (FDACS) by Chapters 482.242, and 487.051 (2), F.S. and suspected pesticide misuse should be reported to FDACS. Weed and feed products are registered pesticides. The Limited Commercial Landscape Maintenance Certification Program does not allow landscape maintenance workers to make any kind of pesticide applications (including weed control and/or weed and feed products) to any turf areas. Per 482.165(3) F.S., a civil penalty for unlicensed application of pesticides, including weed and feed products, may not be less than $500 or more than $5,000 for each offense.]

Final plat is the final design drawing showing the boundaries and locations of all lots. The final plat is intended to provide a perpetual record of the subdivision.

Five-year schedule of capital improvements means that schedule adopted as part of the Comprehensive Plan.

Flood is a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or the unusual or rapid accumulation of runoff of surface waters from any source.

- ***Area of special flood hazard*** means the land within the City which is subject to a one (1) percent chance of flooding annually, as determined on the flood hazard boundary map, and designated as zone A on the map. Zone A may be further refined into zones A, AO, AH, A1-A30, A99, V, and V1-V30.

- ***Base flood***. The base flood storm event for purposes of this article is the 100-year, twenty-four (24) hour storm event. The rainfall expected for this storm event shall be interpolated or extracted from acceptable hydrological publications from reliable sources such as the St. Johns River Water Management District, Soil Conservation Service, National Oceanic and Atmospheric Administration, etc.

- ***Base flood elevation*** is the minimum flood elevation established by FEMA on the Flood Insurance Rate Map.

- ***Flood hazard boundary map*** means the official map on which the Federal Emergency Management Agency has delineated both flood boundaries and regulatory floodways. (See also "Flood insurance rate map")

- ***Flood insurance rate map (FIRM)*** means an official map of the City, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazard and the risk premium zones applicable to the City.

- ***Floodproofing*** means any combination of structural and nonstructural additions, changes, or adjustments to properties and structures which reduce or eliminate flood damage to land, water and sanitary facilities, structures, and contents of buildings.

- ***Minimum flood elevation*** means the base flood elevation established by the Federal Emergency Management Agency on the Flood Insurance Rate Map.

Floor Area Ratio is calculated by dividing the total of all floor areas on the site by the total site area. Floor areas include the gross floor area on each floor or story of the principal building and the floor area of any accessory building, not including parking area.

Florida-friendly landscaping means quality landscapes that conserve water, protects the environment, and are adaptable to local conditions and which are drought tolerant. The principles of Xeriscape include planning and design, appropriate choice of plants, soil analysis which may include the use of solid waste compost, efficient irrigation, practical use of turf, appropriate use of mulches, and proper maintenance. (Ref. §373.185 F.S.). See also Xeriscape.

Florida registered professional engineer is an engineer registered in the State in good standing with the Florida Board of Engineers as defined by *Florida Statutes*.

Garage apartment means an accessory building, not part of, or attached to, the principal structure, containing living facilities for not more than one (1) family, above a garage or carport. No living accommodations shall occupy ground level space.

Gasoline service station means any building, structure, or land used for the dispensing, sale or offering for sale at retail of any automobile fuels, oils, or accessories. No major repairs such as body building, welding, tire recapping or painting shall be permitted.

Grade, finished means a reference plane representing the average of finished ground level adjoining the building or structure at all exterior walls.

Grade, natural means the elevation of the ground level in its natural state, as measured in feet above mean sea level, before construction, filling, or excavation. The natural grade elevation shall be measured as the average elevation from the four (4) corners of the building site, based on a certified survey.

Gross floor area means the sum of the gross horizontal area of all floors of a building, measured from the exterior faces of the exterior walls.

Gross site area means the total area of a lot or parcel, less any public right-of-way.

Ground cover means plants of species which normally reach an average height of twenty-four (24) inches upon maturity, installed in such a manner as to form a continuous cover over the ground. Sod shall not be considered ground cover.

Group home facility means a residential facility which provides a family living environment including supervision and care necessary to meet the physical, emotional, and social needs of its residents. The capacity of such facility shall be at least four (4) residents but not more than fifteen (15) residents.

Group Residential means a residential facility occupied by five (5) or more unrelated individuals on a monthly or longer basis. Group Residential facilities may be operated by a separate entity (whether for-profit or not-for-profit) or may operate under the control of the individuals who occupy the residence. A Group Residential facility is not a Group Home Facility as defined and regulated in Objective 3.05 of the Comprehensive Plan and does not provide any personal care or supervisory services to its residents.

Habitable means suitable to live in or to occupy.

Hatrack means to severely prune a tree in order to permanently maintain growth at a reduced height or to flat-cut a tree, severing the leader or leaders, or pruning a tree by stubbing off mature wood larger than three (3) inches in diameter; or reducing the total circumference or canopy spread not in conformance with National Arborists' Society standards.

Hazardous Material means any chemical product listed as a hazardous substance, Extremely Hazardous Substance, or any material designated as a hazardous waste according to any of the following Federal or State regulations:

1. Title 40, Code of Federal Regulations, Part 261 (Identification and Listing of Hazardous Wastes).
2. Title 40, Code of Federal Regulations, Part 302.4 (Designation of Hazardous Substances).
3. Title 40, Code of Federal Regulations, Part 355, Appendices A and B (List of Extremely Hazardous Substances).
    a. 62-150, F.A.C.
    b. 62-730, F.A.C.
    c. 27P-14, F.A.C.

Health care facilities means any building or buildings, section or distinct part of a building or private home, used for licensed assisted living facilities, nursing home facilities, respite care or other long-term care facilities that provide care for a period exceeding twenty-four (24) hours.

Health club means a building or portion of a building designed and equipped for the conduct of sports or exercise activities operated for profit or not-for-profit, and that can be open only to bona fide members and guests of the organization or open to the public for a fee.

Hedge means a row of closely planted shrubs or other vegetative screening forming a boundary or restrictive barrier.

Heritage tree means any native tree designated as irreplaceable by the City, due to its size, age, historic, aesthetic, or cultural significance.

Historic district means a geographically definable area meeting the qualifications of this LDC.

Historic landmark or site means a building, structure, object, or other feature, or site, or a site listed in the National Register of Historic Places or listed in the City's inventory of historical sites, deemed to have significance as outlined in this LDC.

Historically or architecturally significant means any structure or area that is listed on the National Register of Historic Places, the Florida Master Site File or a local registry.

Home occupation means an occupation or business activity carried on within a legally established dwelling unit.

Home ownership affordability agreement (HOAA) is an agreement between the City and an owner of an affordable unit including shared equity and appreciation formulae to assure continued funding and replication of home ownership opportunities.

Hotel or motel means any public lodging establishment which offers rental units with daily or weekly rates, off street parking for each unit, a central office on the property with specified hours of operation, and which is recognized as a hotel or motel in the community in which it is situated or by the industry. See also *Lodging Accommodations*.

Hydrozone means a distinct grouping of plants with similar water needs and climatic requirements.

Improvement agreement means a document which indicates that all required infrastructure and other improvements specified on a site plan or subdivision plat shall be satisfactorily constructed within the period stipulated in the local development order.

Impervious surface means a surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes but is not limited to semi-impervious surfaces such as compacted clay, as well as most conventionally surfaced streets, roofs, sidewalks, parking lots and other similar structures.

Impervious surface ratio is calculated by dividing the total impervious surface by the gross site area.

Industrial waste means the liquid wastes from industrial manufacturing processes, trade, or business, as distinct from sanitary sewage.

Irrigation system means a constructed watering system designed to transport and distribute water to plants.

Irrigated landscape area *means all outdoor areas that require a permanent irrigation system.*

Junkyard means an open area where waste, used or secondhand materials are bought, sold, exchanged, stored, baled, packed, disassembled or handled, including but not limited to scrap iron and other metals, cloth, paper, rags, plumbing fixtures, rubber tires and bottles. The term "junkyard" includes an automobile wrecking yard, salvage yard or a recycle center.

Kitchenette means an area within a building containing limited kitchen facilities such as a bar sink, microwave oven, refrigerator/freezer not exceeding 10 cubic feet. Stoves, ranges, and other cook tops are prohibited.

Land clearing means any development or other activity which alters the land upon which it is located, except for normal sodding and placement of signs.

Landscape means any combination of living plants (such as grass, ground cover, shrubs, vines, hedges, or trees and non-living landscape material such as rocks, pebbles, sand, mulch, walls, fences, or decorative paving materials).

Landscape Design means consultation for and preparation of planting plans drawn for compensation, including specifications and installation details for plant materials, soil amendments, mulches, edging, gravel, and other similar materials. Such plans may include only recommendations for the conceptual placement of tangible objects for landscape design projects. Construction documents, details, and specifications for placement of tangible objects and irrigation systems shall be designed or approved by licensed professionals as required by law.

Land use restriction agreement (LURA) is an agreement between the City and the owner of rental housing units.

Large flat surface area (unpaved) shall mean an area which is flat or whose slope is less than four percent and which consists of more than 1,000 square feet of exposed soil.

Laundry, self-service **and** ***laundromat*** mean a business rendering a retail service by renting to the individual customer equipment for washing, drying and otherwise processing laundry, with that equipment to be serviced and its use and operation supervised by the management.

Liquor store/bar/lounge means a premise where alcoholic beverages are stored or sold by licensee. This does not include a restaurant whose sales exceed 51% of its gross revenue.

Local development order means a written order to approve or approve with conditions, where assigning conditions is permissible, a site plan, subdivision plat, rezoning, variance, administrative waiver, major or minor amendment to a site plan or subdivision plat, or lot line adjustment. A local development order does not include development permits which may be necessary to authorize construction, installation, erection, or modification of buildings and structures or development permits which may be necessary to authorize land clearing, grading and

earthwork, tree removal, temporary use, special events, driveway connections, right-of-way utilization, stormwater facilities, sewer connection, potable water connection, street construction, sidewalk construction, and paving.

Local governing body means the City of Fernandina Beach.

Lodging accommodations means any unit, group of units, dwelling, building or group of buildings within a single complex of buildings, which is rented to guests more than three (3) times in a calendar year for periods of less than thirty (30) days, or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests. Lodging Accommodations may not be homesteaded and shall not contain a kitchen but may have a kitchenette as defined in this section. Lodging Accommodations shall not contain laundry facilities in individual units or rooms but may have a central laundry room accessible to all guests. *See also Hotel/motel.*

Lot means a parcel of land whose boundaries have been established by some legal instrument such as a recorded deed or a recorded map and which is recognized as a separate legal entity for purpose of transfer of title, use, or improvement.

- ***Corner lot*** means a lot abutting upon two (2) or more streets at their intersection.
- ***Double-frontage lot*** means a lot having a frontage on two (2) nonintersecting streets, as distinguished from a corner lot.
- ***Interior lot*** means a lot having street frontage on only one (1) side.
- ***Lot depth*** means the distance measured in a mean direction of the side lines of the lot from the midpoint of the front line to the midpoint of the opposite rear line of the lot.
- ***Lot of record*** means a lot which is a part of a subdivision, the map of which has been recorded in the office of the Clerk of the Circuit Court of the County, as of the effective date of this Land Development Code.
- ***Lot width*** means the mean horizontal distance between the side lot lines, measured at right angles to the depth.

Lowest floor (including basement) means any floor used for living, which includes working, sleeping, eating, cooking or recreation facilities, or any combination thereof, but does not include temporary storage or parking garage areas.

Main shall refer to a pipe, conduit, or other facility installed to convey water service to individual laterals/services or to other mains.

Mansard roof means a sloping structure at or above the roofline of a building and extending beyond the vertical walls of the building.

Manufactured home means a structure, transportable in one (1) or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities.

Manufacturing and/or assembly – Artisan means the shared or individual use of hand-tools, mechanical tools, and electronic tools for the manufacture of finished products or parts, including design, processing, fabrication, assembly, treatment, and packaging of products, as well as the incidental storage, sales and distribution of such products. Typical artisan manufacturing includes, but is not limited to, food and bakery products; printmaking; leather products; jewelry and clothing/apparel; metal work; furniture; cabinet making; glass or ceramic production. Such uses shall not produce noise, vibration, air pollution, fire hazard, or noxious emissions that will disturb or endanger neighboring properties.

Manufacturing and/or Assembly – Heavy means uses involving intensive manufacturing and industrial operations, including the manufacturing, assembly, fabrication, compounding, processing and /or treatment of extracted or raw materials or other industrial products; packaging and freight loading/unloading activities; utilization, handling and bulk storage of materials including raw materials, chemicals and hazardous materials associated with manufacturing processes; and all other associated or ancillary activities. Such use does not include heavy metal fabrication, batch plants, salvage yards, chemical or petroleum manufacturing or refining, rubber or plastics manufacturing, or other uses generating potentially harmful environmental or nuisance impacts.

Manufacturing and/or assembly – Light means the indoor or sheltered production, manufacturing and assembly, processing, cleaning, testing and distribution of materials, goods, foodstuffs and/or products that, by the nature of the materials, equipment and process utilized, is to a considerable measure clean, quiet, and free of any nuisance impacts or hazardous element.

Manufacturing and/or assembly – Marine-related means a facility designed for the construction or repair of waterborne vessels and ancillary items for commercial purposes or processing or for packaging of seafood.

Mean high water line means the intersection of the tidal plane with the mean high water with the shore. "Mean high water" is the average height of high waters over a nineteen (19) year period (see 177.27(15), *F.S.*).

Mean sea level means the average height of the sea for all stages of the tide over a nineteen (19) year period.

Mechanical Equipment means equipment which provides heating, venting and air conditioning, water tanks, elevator and elevator shafts, and other mechanical systems as defined in the Florida Building Code.

Media peonia is one-half (½) of a peonia, or lot, within the Old Town Historic District.

Microirrigation (low volume) means the application of small quantities of water directly on or below the soil surface, usually as discrete drops, tiny streams, or miniature sprays through emitters placed along the water delivery pipes (laterals). Microirrigation encompasses a number

of methods or concepts including drip, subsurface, bubbler, and spray irrigation, previously referred to as trickle irrigation, low volume, or low flow irrigation.

Mixed Use Structure means a single building which contains more than one type of land use.

Mobile Food Dispensing Vehicles means any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including but not limited to, gas, water, electricity, or liquid waste disposal.

Mobile Food Dispensing Pad means an area designated within a food truck park that is designed for food truck use with provision for applicable utilities, including water, sewer, electricity, gas, grease interceptors, and solid waste.

Mobile Food Dispensing Park means a parcel(s) of land containing two or more food truck pads where food trucks serve as the principal use of the parcel(s). This definition does not include any parcel(s) where food trucks or vending carts serve as a secondary or accessory use.

Motor home means a vehicular unit which does not exceed 40 feet in length and is a self-propelled motor vehicle primarily designed to provide temporary living quarters.

Motor vehicle means a vehicle or conveyance which is self-propelled and designed to travel along the ground, and includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, go-carts, golf carts, campers, motor homes, and trailers.

Mulch means Non-living, organic or synthetic materials customarily used in landscape design to retard erosion and retain moisture.

Native plant material means any plant material indigenous to northeast Florida or the City of Fernandina Beach.

Native vegetation means any plant species with a geographic distribution indigenous to the Amelia Island region.

Net Density is determined by multiplying the "maximum allowable units per acre" by the "net buildable land area" expressed in acreage. "Net buildable land area" means those contiguous land areas under common ownership proposed for residential development, minus undevelopable environmentally sensitive areas, wetland and wetlands transitional areas[1], floodplains and waters of the state. Lots adjoining an existing right-of-way may calculate half of the width of that right-of-way as part of the "net buildable land area" definition.

> [1]*Properties with cross jurisdictional wetlands pursuant to 373.414(1)(c), Florida Statutes may calculate wetland and wetland transitional areas as part of the net buildable land area.*

Nonconforming use means any preexisting use of land that was lawfully established and maintained but is inconsistent with the use provisions of this LDC or amendments thereto because of a subsequent change in the zoning designation.

Nonconforming structure means a structure that was legally permitted at the time of its construction prior to subsequent changes in the code which changes would no longer permit the re-establishment of such structure, including nonconformity with current density, floor area ratio, parking, structure setback, impervious surface ratio or lot coverage.

Noncontributing property means a building, site, structure, or object which does not add to the historic architectural qualities, historic associations, or archaeological values for which a district is significant because

a. it was not present during the period of significance of the district,
b. due to alterations, disturbances, additions, or other changes, it no longer possesses historic integrity reflecting its character at that time or is incapable of yielding important information about the period, or
c. it does not independently meet the National Register of Historic Places criteria for evaluation.

No net loss of trees means protected trees removed in excess of those permitted by this LDC.

Non-residential Structure means a building or enclosure which does not include one or more residential dwelling units.

Nursing or convalescent home*,* see "Health care facilities."

Occupancy means taking or keeping possession for purposes of residing in a dwelling unit, or the installation, storage, or use of equipment, merchandise, or machinery in any nonresidential building.

Office, business or professional shall mean an office for such operations as real estate agencies, advertising agencies (not sign manufacturing), insurance agencies, travel agencies and ticket sales, chamber of commerce, credit bureau, abstract and title insurance companies, management consultants, stockbroker, and the like; or an office for the use of a person or persons generally classified as professionals such as architects, engineers, attorneys, accountants, lawyers, dentists, physicians' offices (not including surgical centers or outpatient facilities and whose patients are not kept overnight), veterinarians (not including overnight boarding of animals on the premises), psychiatrists, psychologists, and the like.

Off-site means a location upon some site, lot, tract, or parcel other than the development site.

On-site means located on the same site, lot, tract, or parcel.

Ornamental feature means one (1) or more distinctive elements on or part of a building that is provided purely for decoration or as nonfunctional embellishments, such as medallions, scroll work, or trim.

Parapet means that portion of wall extending above the roofline.

Parking area means all property used for off-street parking vehicular aisles and access ways, loading zones, interior and perimeter landscaping, and other outdoor vehicular use areas.

Parking lot means an area or plot of land used for the storage or parking of motor vehicles.

Pennant means any streamer designed to be hung from poles, on walls, or any other structure outside the building, and which blows with the wind and is designed to attract attention.

Peonia is a lot within the Old Town Historic District, which measures forty-six and one-half (46½) feet by ninety-three (93) feet.

Pervious Paving Materials means porous asphaltic, concrete or other surface (pavers or grass pave) and a high-void aggregate base which allows for rapid infiltration and temporary storage of rain on, or runoff delivered to, paved surfaces.

Planned Unit Development (PUD) consists of land under unified control for development purposes, planned and developed as a whole, in a single development operation or a programmed series of development operations, including lands, buildings, structures, and uses.

Plant Bed means a grouping of trees, shrubs, ground covers, perennials or annuals growing together in a defined area devoid of turfgrass, normally using mulch around the plants.

Plant material means any ground covers, shrubs, turf or vines which are commercially propagated or cultivated for the nursey or landscaping industry.

Porch means a covered or uncovered but unenclosed projection from the main wall of a building that may or may not use columns or posts for structural purposes.

Potable water system shall refer to the City's water distribution systems, and any and all component parts thereof.

Preservation credits means a credit for trees preserved on a site. The credit will be based on the inch for inch DBH of protected trees which are preserved on a site and may be transferred only within unified multiple lot developments.

Principal building or structure means the primary building on a lot or a structure that houses a principal use.

Property shall mean the land, or improvements upon land, of which the person is owner or over which the person has control either by contract or possessory interest sufficient to authorize the person to make any application for the land or site.

Protected tree means any existing, healthy tree having a five (5) inch DBH, or greater and not identified on the most recent Florida Exotic Pest Plant Council Invasive Plant list (Category I or II) and any tree that was planted or preserved in compliance with an approved development order or to mitigate removal of a protected tree.

Protective barrier means a temporary barricade beneath the drip line of a tree to protect its root system during construction on the site.

Public Beach Access shall mean those rights of ways or easements used by members of the public to access the beach. The right of way or easement may be used for vehicle traffic to access available parking, for pedestrian and other non-motorized traffic, and for public parking for

members of the public while using the beach. The City may appropriately sign a beach access to prevent overnight parking or other use except as stated herein.

Public facilities mean major capital improvements and include any or all of the following: government buildings, roads, sidewalks, curbs and gutters, sanitary sewer facilities, potable water facilities, drainage facilities, solid waste facilities, and recreation and open space facilities. The term shall include "public improvements."

Public property means any lands and improvements owned by the federal government, the State, County, or municipality, and includes sovereignty submerged lands located adjacent to the County or municipality, buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way, and other similar property.

Racetrack means a facility consisting of a paved or unpaved surface used for any type of racing or driving. A racetrack may or may not include seating, concession areas, suites, and parking facilities. This definition shall also include any facility used for simulated racing or driving conditions (test tracks, "shakedown" tracks, or other similar facilities). Racetracks are prohibited in all zoning districts except as a permitted special event or through an approved facility use agreement.

Research and development facility means an establishment that conducts research and/or development and/or creates prototypes of high-technology electronic, industrial, or scientific products. It may include laboratories conducting educational or medical research or testing. Such uses shall not produce noise, vibration, air pollution, fire hazard, or noxious emissions that will disturb or endanger neighboring properties.

Remove or removal means actual or effective removal through killing, damaging, or destroying of any trees which are not exempt trees.

Renovation means a development which includes:

(1) Additions to existing buildings or structures totaling thirty (30) percent or more of the total gross floor area of all existing buildings or structures on the site inclusive of any additions made during the previous three (3) years; or

(2) Improvements to existing buildings and site improvements consisting of any combination of repairs, reconstruction and alteration to a building or site the cumulative costs of which equal or exceed twenty-five (25) percent of the current assessed value of the buildings on the site and site improvements, not including the assessed value of the land, prior to improvement.

Replacement tree means a tree from the list of canopy trees contained in this LDC as replacement(s) for any tree(s) removed.

Residential Structure means a building or enclosure which includes one or more dwelling units.

Resort rental residential means structures containing accommodations made available to persons for temporary occupancy. Each unit of housing is a dwelling unit, whether denominated by an apartment, condominium unit, cooperative unit, time-share unit, single-family unit, or otherwise. Motels, hotels, and bed and breakfasts are excluded from this definition.

Right-of-way means land reserved, used or to be used for a street, alley, walkway, drainage facility or other public purpose.

Roofline means the highest line of the roof, the mansard, or the facade wall constituting part of the structural building wall.

Rooftop architectural features means any space which is unhabitable and non-conditioned part, portion, projection, or any characteristic which contributes to the beauty or elegance of a building or structure, exclusive of signs. Example features may include, but are not limited to, cupolas, parapet walls, railings, weathervanes, or other similar minor ornamental elements.

Runoff means the water that results from and occurs following a rain event, or following an irrigation event, because the water is not absorbed by the soil or landscape and flows from the area.

Salvage Yard/ Junkyard means a facility or area for storing, keeping, selling, dismantling, shredding, compressing, or salvaging scrap or discarded material or equipment. Scrap or discarded material includes, but is not limited to, metal, paper, rags, tires, bottles, motor vehicle parts, machinery, structural steel, equipment, and appliances.

Sanitary sewer means a sewer which carries sewage and to which stormwaters, groundwaters and surface waters are not intentionally admitted.

- ***Sanitary sewer facilities***. A sanitary sewer system includes primary and secondary systems which are necessary to provide service to any given residential and nonresidential unit. This definition will only deal with the primary system and represents an established capacity and an established capital value. The primary systems are:
  1. Effluent disposal facilities;
  2. Treatment plants;
  3. Pump stations;
  4. Force mains; and
  5. Interceptors.

- ***Sewage*** means a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with those groundwaters and stormwaters and surface waters as may be present.

Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings means those standards, codified in 36 CFR 67, and those guidelines developed by the Secretary of the Interior, to guide work undertaken on historic resources.

Sedimentation shall mean any removal and/or loss of soil by the action of water, gravity, or wind. Erosion includes both the detachment and transport of soil particles.

Setback line means the distance between the property line and any structure and may be measured from the front, back or side property line.

Shade Tree means any native self-supporting woody plant of a species that is generally well-shaped, well-branched, and well-foliated which normally grows to an overall minimum height of

thirty-five (35) feet with a minimum average mature crown spread of thirty (30) feet, and which is commonly accepted by the local horticultural and arboricultural professionals as a species which can be expected to survive for at least fifteen (15) years in a healthy and vigorous growing condition over a wide range of environmental conditions.

Shopping center means a group of retail stores, including strip stores, service establishments and other businesses planned to serve a community or neighborhood, which are adjacent to and utilize a common parking area. The area is usually under single ownership or unified control.

Shoreline. See also "Mean high water line."

Shrub means a multi-stemmed plant with a spread and height characteristic of its species and with a minimum of two (2) feet when planted.

Sign means any device or display consisting of letters, numbers, symbols, pictures, illustrations, announcements, cutouts, insignia, trademarks or demonstrations, including all trim and borders, designed to advertise, inform or attract the attention of persons not on the premises on which the device or display is located, and visible from the public way. A sign shall be construed to be a single display surface or device containing elements organized, related, and composed to form a single unit.

- ***Awning sign*** means a sign that is painted on or applied to an awning or canopy. An awning is a metal and/or cloth structure projecting from a wall.

- ***Banner sign*** means any sign having characters, letters, or illustrations applied to cloth, paper, or fabric of any kind, with only such material as backing, which is mounted to a pole or building by one (1) or more edges. National, state, or municipal flags or the official flag of a business or institution shall not be considered a banner.

- ***Barber pole sign*** means any traditional cylindrical, striped revolving sign identifying barbers.

- ***Bracket sign*** means any sign, single- or double-faced, mounted on brackets, poles or beams, projecting at an angle from the front or side of any building and supported solely by brackets or beams attached to the building.

- ***Changeable copy sign*** means a static, non-electronic sign which allows characters, letters, or illustrations to be manually changed without altering the sign structure.

- ***Construction sign*** means any sign advertising the construction actually being done on the premises where the sign is located. The sign may also include the contractor's name, the owner's name, the architect's name and the name of the institution providing financial services.

- ***Detached sign.*** See "Freestanding/ground sign" and "Pole sign."

- ***Directional sign, private*** means any sign located on the premises to direct the public to any parking areas, facility, or service located on the premises, or to direct traffic on the

premises. In the Historic District, this shall also include any sign that is provided for and controlled by the City on City property but paid for by the merchant or business owner and used to direct the public to a place of business.

- ***Directional sign, public*** means any sign permanently or temporarily erected by or with approval of the City or authorized government agency to denote the route to any city, town, village, recreational area, park, historic place, shrine or hospital; signs directing and regulating traffic; notices of any public transportation agency necessary for the direction or safety of the public; and notices or symbols as to the time and place of activities or meetings of civic organizations.

- ***Easel sign*** means a freestanding sign is mounted on a tripod, often single-sided, is portable and may readily be moved from place to place.

- ***Exempt sign*** means any sign for which a permit is not required.

- ***Freestanding or ground sign*** means any detached sign, including any signs supported by uprights or braces placed upon or in or supported by the ground and not attached to any building. Includes the term "monument sign."

- ***Garage sale sign*** means any sign pertaining to the sale of personal property in, at, or upon any residentially zoned property. Garage sales shall include but are not limited to all such sales and shall include the advertising of the holding of any such sale, whether made under any other name, such as lawn sale, backyard sale, home sale, attic sale, rummage sale, patio sale, flea market sale, marriage sale or any similar designation.

- ***Ground sign*** means any sign which is supported by structures in or on the ground and independent of support from any building.

- ***Identification sign*** means any sign which indicates the name, owner or address of a residence, office or business, but bearing no advertising.

- ***Illuminated sign*** means any sign having characters, letters, figures, design or outlines illuminated by electric lights or luminous tubes designed for that purpose, whether or not the lights or tubes are physically attached to the sign.

- ***Incidental sign*** means any generally informational sign which has a purpose secondary to the use of the site on which it is located, such as "Open", "Closed", "Welcome", "No Parking", "Entrance", "Loading Only", "Telephone", and similar information and directives. No sign with a commercial message legible from a position off the site on which the sign is located shall be considered incidental.

- ***Internally lit sign*** means any sign where light shines through a transparent or semi-transparent sign face to illuminate the sign's message.

- ***Legacy sign*** refers to any signage which has gained historic significance in its own right. The signs do not have to relate to the present occupancy or use. Legacy signage includes extant signage, portions of which may or not be visible but can be documented by

historic photographs and may also include accurately reconstructed or entirely repainted signage based upon such documentation. Legacy signage may be painted or constructed, as in a blade, pylon, or rooftop sign. Painted wall graphics, including accurately replicated/repainted wall graphics related to on or off-site content, are treated as Legacy Signage provided, they exactly duplicate an earlier sign on the subject property.

- ***Off-site sign*** means any sign which advertises the services or products of a business not on the premises where the sign is erected.

- ***Pixelated LED sign*** means any sign in which individual light-emitting diode (LED) pixels are individually visible to the naked eye.

- ***Pole sign*** means any sign erected on a pole which is wholly independent of any building for support. See also ground signs, freestanding signs, and monument signs.

- ***Political signs*** are those concerning candidacy for public office or urging action on any ballot issue in a forthcoming public election or pertaining to or advocating political views or policies.

- ***Portable sign*** means any sign, whether on its own trailer, wheels, chassis, or otherwise movable support, which is manifestly designed to be transported from one (1) place to another.

- ***Projecting sign*** means any sign which is affixed to any building, wall, or structure and which extends beyond the building, wall, and structure, building line or property line (see "bracket sign").

- ***Real estate sign*** means any on-premises structure showing that the premises upon which it is located is either for sale, for lease or for rent, or open for inspection.

- ***Sandwich or sidewalk sign*** means any sign, double- or single-faced, which is portable and may readily be moved from place to place.

- ***Snipe sign*** means any sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, fences or other objects.

- ***Street number sign*** means any sign displaying a street number on a structure, wherever located.

- ***Time and temperature sign*** means any sign displaying time and temperature or date information in a variable manner.

- ***Trailer/mobile sign*** is defined under “Portable signs.”

- ***Wall graphic*** means material painted directly on a building exterior. Wall graphics include all types of painted materials including signs, murals, artwork, commercial and non-commercial speech.

- ***Wall sign.*** Any sign that shall be affixed parallel to the wall or painted on the wall of any building in such a manner as to read parallel to the wall on which it is mounted, in such a way that the wall becomes the supporting structure for, or forms the background surface of the sign; provided, however, said wall sign shall not project more than 12 inches from the face of the building; shall not project above the top of the wall or beyond the end of the building.

- ***Yard sale sign.*** See "Garage sale sign."

Site plan is the development plan for one (1) or more lots or parcels on which is shown the existing and proposed conditions of the lot(s) or parcel(s) including all of the requirements set forth in this LDC.

Small-Scale Winery or Brewery is a licensed vendor engaged in brewing malt beverages at a single location which does not exceed 10,000 kegs (15.5 gallons) per year (pursuant to F.S. 561.221).

Species of special concern means any flora or fauna designated as such by the State.

Soil erosion shall mean any removal and/or loss of soil by the action of water, gravity, or wind. Erosion includes both the detachment and transport of soil particles.

Street means a public way for vehicular and pedestrian traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, boulevard, lane, or place, or however otherwise designated.

- ***Alley*** means a roadway dedicated to public use which affords only a secondary means of access to abutting property and is not intended for general traffic circulation.

- ***Arbor street*** means tree-lined streets created through the process outlined herein under the Section "Requirements for street trees."

- ***Arterial streets and highways*** mean those which are used primarily for fast or heavy traffic.

- ***Collector streets*** mean those which carry traffic from minor streets to the major system of arterial streets or highways, including the principal entrance streets of residential development and streets for circulation within such a development.

- ***Cul-de-sac*** means a street having one (1) open end and being permanently terminated by a vehicular turnaround.

- ***Local streets*** mean those which are used primarily for access to abutting property.

Structural alterations mean any change, except for repair or replacement, in the supporting members of a building, such as bearing walls, columns, beams or girders, floor joists or roof joists.

Structure means anything constructed, installed or portable, the use of which requires a location on a parcel of land. It includes a movable structure while it is located on land which can be used for housing, business, commercial, agricultural or office purposes either temporarily or permanently. It also includes fences, billboards, swimming pools, poles, pipelines, transmission lines, tracks, and signs.

Subdivision means the division of a parcel of land into three (3) or more lots or parcels either by plat into lots and blocks or by metes and bounds description for the purpose of transfer of ownership or development or use.

Threatened species means any flora or fauna that is so designated in the *Florida Administrative Code*.

Telecommunications is the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

- ***Provider*** means an individual or entity, licensed to do business in the City, who offers commercial mobile services, unlicensed wireless services, common carrier wireless exchange access services, as defined in Title *47*, *United States Code*, Section 332(c)(*7*)(C), or the holder of a valid FCC broadcast license.

- ***Wireless communications facility*** means facilities for the provision of a provider's services.

Tree means any self-supporting woody plant having at least one well-defined stem and a minimum of two and a half (2.5) in DBH, and which normally grows to a minimum height of 25 feet in an urban area.

Tree Hazard means any potential tree failure due to a structural defect that may result in property damage or personal injury.

Trimming (or Pruning) means to selectively remove branches without irreversibly altering the natural shape or form of a tree and without irreversibly damaging or destroying the tree.

Used and occupied include the words "arranged, designed or intended to be used," and the word "occupied" shall be deemed to include the words "arranged, designed or intended to be occupied."

Utility building means a building intended for storage of household equipment, tools, and other items; also called “storage building” or “shed.”

Utilities system, as used herein, refers to the City's water distribution and wastewater collection systems, and any component parts thereof, which systems are distinguished herein as the context determines.

Variance means a grant of relief authorized by the Board of Adjustment or Historic District Council, by an affirmative vote of four (4) members of the HDC or the Board of Adjustment, that relaxes specific provisions of this LDC relating to land use and that will not be contrary to the public interest, when such provisions, if enforced, would result in undue hardship.

Visibility triangle means the area of land described as either of the following:

(1) The triangular area of property on each side of a driveway formed by the intersection of the driveway and the public right-of-way line and the third side being a line connecting the ends of the two (2) other sides; or

(2) The triangular area of property located at a corner formed by the intersection of two (2) or more public rights-of-way with two (2) sides of the triangular area along the abutting public right-of-way lines, measured from their point of intersection, and the third side being a line connecting the ends of the two (2) other sides.

Warehouse means the principal use of an entire parcel or lot for a structure used for the storage of goods and commodities prior to their use, distribution, or sale. A warehouse use specifically excludes bulk storage of materials generating potentially harmful environmental or nuisance impacts. Hazardous materials or hazardous waste shall not be stored within a special flood hazard area.

Water-dependent Uses - Activities which must be carried out in or adjacent to water areas because the use requires access to the water body for: waterborne transportation, recreation access, electrical generating facilities, or water supply. These include, but are not limited to, commercial marinas, boat ramps/docks, electrical generation plants, and fishing piers.

Water-enhanced Uses – Activities that benefit economically from being located on or near the water but are neither dependent on direct access to water nor provides goods or services directly related to water-depend uses. Water-enhanced uses are specifically excluded from definitions of both water-dependent and water-related uses.

Water-related Uses –Activities which are not directly dependent upon access to a water body, but which provide goods and services that are directly associated with water-dependent or waterway uses. These include, but are not limited to, commercial resorts, campgrounds, fish camps, seafood processing operations, dive shops, and bait and tackle stores.

Wellfield protection zone means all land within a 500-foot radius of a public potable water well.

Wetland and wetland transition area shall have the meaning set forth in the Fernandina Beach Comprehensive Plan.

Wetland protection zone means the jurisdictional wetland and the land area within twenty-five (25) feet of the wetland boundary.

Wholesale Establishment means an establishment or place of business primarily engaged in selling and/or distributing merchandise to retailers, to industrial, commercial, institutional, or professional business users, or to others acting as wholesalers or acting as agents or brokers and buying merchandize for, or selling merchandise to, such individuals or companies.

Wrecked or abandoned motor vehicle means any motor vehicle the condition of which is wrecked, dismantled, partially dismantled, incapable of operation by its own power on a public street, or from which the wheels, engine, transmission or any substantial part thereof has been removed.

Xeriscape landscaping means a set of design and maintenance principles which promote good horticultural practice and the economic and efficient use of water. See also Florida-Friendly Landscaping.

Yard means an open space on the same lot with a building, unoccupied and unobstructed from the ground upward, except by trees or shrubbery or as otherwise provided in this LDC.

- ***Front yard*** means a yard across the full width of the lot, extending from the front line of the building to the front line of the lot.

- ***Side yard*** means an open unoccupied space on the same lot with the main building, situated between the side line of the building and the adjacent side line of the lot and extending from the rear line of the front yard to the front line of the rear yard.

- ***Rear yard*** means a yard extending across the full width of the lot and measured between the rear line of the lot and rear line of the main building.



CHAPTER 2

ZONING DISTRICTS AND USES

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2.00.00 GENERALLY

2.00.01 Purpose and Intent

A. It is the purpose of this chapter to establish and adopt zoning districts to govern the use of land, water, and structures in the City.

B. It is the intent of the City Commission that the regulations set forth in this chapter governing the use of land, water, and buildings apply to all land, water, and buildings included within the boundaries of each district shown on the Zoning Map.

2.00.02 Official Zoning Map

A. Zoning districts are hereby established for all land and water areas included within the boundaries of each district as shown on the "Zoning Map, Fernandina Beach, Florida."

B. The Zoning Map and all notations, references, and other information shown on the Zoning Map are as much a part of this LDC as if the information set forth thereon were fully described and set out in this LDC.

C. Table 2.00.02(C) shows the relationship between zoning districts and the land use categories on the Future Land Use Map (FLUM). An "X" indicates that the zoning district is permissible within the indicated category on the FLUM.

Table 2.00.02(C). Relationship between Zoning Districts and Future Land Use Map Categories

ZONING DISTRICTS	R-E	R1-G	R-1	RLM	R-2	R-3	OT-1	OT-2	MU-1	MU-8	C-1	C-2	C-3	I-1	I-2	I-A	I-W	W-1	PI-1	REC	CON
FLUM CATEGORIES																					
Low Density Residential	X	X	X																		
Medium Density Residential			X	X	X																
High Density Residential						X	X	X													
Mixed Use								X	X												
8th Street Small Area Mixed Use										X											
General Commercial											X	X									
Central Business District													X								
Industrial														X	X	X					
Industrial Waterfront																	X				
Waterfront Mixed Use																		X			
Recreation																				X	
Conservation																					X
Public and Institutional																			X		

2.00.03 Establishment of District Boundary

Where a district boundary divides the area of a lot unequally, the district classification and regulations of the larger portion shall apply to the remaining smaller portion of the lot.

2.01.00 ESTABLISHMENT AND PURPOSE OF ZONING DISTRICTS

This section describes the purpose of each zoning district. Specific uses permissible within each zoning district are identified in Tables 2.03.02 and 2.03.03. Uses are permissible subject to compliance with standards for the zoning district, applicable overlay districts, and specific uses. Standards are set forth in Chapters 4, 5, 6, and 8.

2.01.01 Residential Estate (R-E)

The R-E District is intended for the development of very low density, single-family residential uses where the keeping of certain livestock is permissible.

2.01.02 Residential Golf (R1-G)

The R-1G district is intended for development of low density single-family residential units surrounding the municipal golf course. The Residential Golf designation is established to protect the quality and character of existing low-density single-family neighborhoods.

2.01.03 Low Density Residential (R-1)

The R-1 District is intended for the development of low-density single-family detached homes on individual lots. Single-family attached homes may be allowed through the PUD process. The low-density residential designation is established to protect the quality and character of existing low-density single-family neighborhoods.

2.01.04 Low-medium Density Residential (RLM)

The RLM District is intended for the development of low- to medium-density single-family homes on individual lots. This designation is intended to provide for a more urban neighborhood with a higher density than the R-1 District and a lower density than the R-2 District.

2.01.05 Medium Density Residential (R-2)

The R-2 District is intended for the development, redevelopment, or maintenance of stable medium-density residential neighborhoods. The medium-density residential designation includes a mixture of single- and multi-family structure types.

2.01.06 High Density Residential (R-3)

The R-3 District is intended for the development of high-density residential uses allowing both single- and multi-family dwellings. Bed and breakfast inns and resort rental dwellings may be allowed, subject to additional design standards. Limited neighborhood commercial uses may be allowed through the PUD process.

2.01.07 Old Town Historic District One (OT-1)

The OT-1 District is intended to protect the unique historic features and uses in the single-family residential area of the Old Town Historic District. The OT-1 District is intended for the development and maintenance of single-family residential dwellings, along with their customary accessory uses on the same lot.

2.01.08 Old Town Historic District Two (OT-2)

The OT-2 District is intended to protect the unique historic features and uses in the mixed-use area of the Old Town Historic District. The OT-2 District is intended for the development and maintenance of single-family residential dwellings, along with their customary accessory uses on the same lot. Limited neighborhood commercial may be permissible.

2.01.09 Mixed Use (MU-1)

The MU-1 District is intended for the development of a combination of residential, office, and limited neighborhood commercial uses. The Mixed-Use District encourages well-planned development and redevelopment of areas that feature compatible, interrelated uses including single-family and multi-family residential units; medical, business, and professional offices; personal service establishments with limited inventory of goods; and limited neighborhood commercial uses.

2.01.10 8th Street Small Area Mixed Use (MU-8)

The MU-8 district is intended for redevelopment of the City's 8th Street commercial corridor to allow for a combination of residential, office, housing, and general commercial activities in a vibrant urban setting. The MU-8 district is intended to promote the 8th Street corridor as a thriving gateway to the historic downtown of Fernandina Beach through economical and efficient land use, an improved level of amenities, residential density through a variety of housing types, and a better compact, urban environment. Properties within the MU-8 district shall provide for a unified pedestrian and landscape area along the 8th Street frontage to serve as an extension of the downtown Fernandina Beach character and design. The allowable density in the MU-8 zoning district is a maximum of 18.0 dwelling units per acre.

2.01.11 Community Commercial (C-1)

The C-1 District is intended for the development of land uses to accommodate commercial businesses and offices providing goods and services to more than a few neighborhoods, and land uses that are complimentary to low- and medium-density residential areas. The Community Commercial District recognizes the desire for convenience goods and services in close proximity to residential neighborhoods, provided that such uses are limited in intensity as set forth in the design standards in this LDC.

2.01.12 General Commercial (C-2)

The C-2 District is intended for the development of land uses to accommodate offices; commercial retail; personal services establishments; restaurants; transient accommodations; uses that provide sales and services for several neighborhoods; repair shops; retail sales and services; and other similar commercial uses. The General Commercial District recognizes existing development with locations that have access to arterial roads.

2.01.13 Central Business District (C-3)

The C-3 District is intended for the development of land uses within the central business district as the City's center for residential, financial, commercial, governmental, professional, and cultural activities. The Central Business District category is designed to accommodate as permissible uses single-family or duplex dwelling units and uses permissible subject to supplemental standards triplex and multi-family dwelling units. These uses may be either freestanding or in mixed use structures; offices; commercial retail; personal services establishments; restaurants; transient accommodations; commercial parking facilities; civic uses; and cultural uses.

2.01.14 Light Industrial (I-1)

The I-1 District is intended for the development of light industrial manufacturing, fabrication, processing, or warehousing, storage, research facilities, commercial activities and services, including lodging accommodations, and community facilities or government buildings, such as, animal services, emergency services or administrative offices, recreational facilities, such as golf courses, or other activities compatible with light industrial operations which are in close proximity to transportation facilities. The district is not intended to accommodate heavy industrial operations or to accommodate commercial that would restrict the principal light industrial operations. Residential development, with exception of a caretaker's unit, is not permissible within the zoning district. The designation of land for the I-1 District shall be based on compatibility with surrounding land uses, considering environmental sensitivity, intensity of use, hours of operation, heat, glare, fumes, noise, and visual impacts.

2.01.15 Industrial Airport (I-A)

The Industrial Airport District is intended for the development of airport regulated property. The Industrial Airport District recognizes the need for consistency with permissible uses on airport property as regulated by the Federal Aviation Administration (FAA) and for consistency with height limitations to prevent interference with the safe and efficient operations of the airport. The district disallows use which would impact aircraft operational capabilities, electronic or procedural requirements and/or create an airport hazard as determined by the FAA. Uses within the district are subject to height limitations as imposed by the FAA.

2.01.16 Waterfront Industrial (I-W)

The I-W District is intended for the development of water dependent and water-related manufacturing, assembling, storage, distribution, sales, and port operations that are generally high intensity. The Waterfront Industrial District recognizes existing industrial development with locations that have access to transportation facilities by air, rail, ship, or highway. The designation of land for the I-W District shall be based on compatibility with surrounding land uses, considering environmental sensitivity, intensity of use, hours of operation, heat, glare, fumes, noise, and visual impacts.

2.01.17 Heavy Industrial (I-2)

The I-2 District is intended for the development of warehousing, fabrication, storage, and commercial services which are likely to produce adverse physical and environmental impacts such as noise, land, air, and water pollution and transportation conflicts. The Heavy industrial District recognizes existing heavy manufacturing development with locations that have access to major highways. Residential development, with exception of a caretaker's unit, is not permissible within the zoning district. The designation of land for the I-2 District shall be based on compatibility with surrounding land uses, considering environmental sensitivity, intensity of use, hours of operation, heat, glare, fumes, noise, and visual impacts.

2.01.18 Waterfront Mixed Use (W-1)

The W-1 District is intended for the development and/or re-development of waterfront land fronting the Amelia River within the CRA only. The Waterfront Mixed Use District recognizes the desire to maintain existing water related uses while providing a wider range of uses to encourage developments which enhance the public's use of and access to the waterfront.

2.01.19 Public and Institutional (PI-1)

The PI-1 District is intended for the development and maintenance of publicly owned lands and structures, parks and recreation areas, public schools, and buildings used principally for government functions. Federal, State, regional, and local government land uses are permissible.

2.01.20 Conservation (CON)

The CON District is intended to provide for the long-term protection and preservation of environmentally sensitive natural resource systems. Development within the Conservation District is limited to buildings that are supportive of and accessory to the conservation land uses, such as interpretative centers, rest rooms, or covered picnic pavilions. Other uses may include docks, boardwalks, hiking trails, and picnic areas. These uses shall be limited in location and extent and shall avoid adverse impacts on the hydrologic functions of wetlands, natural systems, habitats, water quality, shorelines, marine life, and coastal resources.

2.01.21 Recreation (REC)

The REC District is intended to provide a location for land devoted to public or private parks and recreation facilities. The types of parks and facilities include passive parks and open spaces, activity-based parks and recreation areas, and publicly owned recreation facilities.

2.02.00 ESTABLISHMENT AND PURPOSE OF OVERLAY DISTRICTS

2.02.01 Generally

The purpose of overlay districts is to provide a means of modifying the site design requirements that are otherwise applicable to the underlying zoning district(s). The site design standards and other development criteria applicable within an overlay district shall supersede the standards and criteria applicable within the underlying zoning district but shall not supersede any applicable supplemental standards.

2.02.02 Planned Unit Development Overlay

The Planned Unit Development (PUD) Overlay is intended to provide for more than one (1) land use within a mixed use development; allow more than one (1) housing type within a residential PUD; allow innovative arrangement of streets, lots, uses, and buildings; and to improve the efficient use of infrastructure by the clustering of homes, businesses, and other uses in a coordinated, planned development.

2.02.03 Historic District Overlays

The Historic District Overlays are intended to preserve the form, function, image, residential balance, and ambiance of the historic Centre Street and surrounding area as the ceremonial, civic, and cultural center of the City. The Overlays also cover the Old Town Historic District as well as the Amelia Island Lighthouse, Oxley-Heard Funeral Home, and Peck Center. The Historic District Overlay Boundaries are incorporated by reference through City of Fernandina Beach Ordinance numbers 526, 749, 846, 1995-12, 1997-24, and 2010-24. Areas within the Historic District Overlays shall be planned and managed following the guidelines established for the construction and renovation of buildings and use of land within the Historic Districts. (See Chapter 8 regarding guidelines for development in Historic Districts.)

2.02.04 Community Redevelopment Area Overlay

The Community Redevelopment Area (CRA) Overlay is intended to provide for and identify priority areas for coordinated redevelopment and revitalization activities. The CRA Overlay encourages improvement of infrastructure and commercial development. The CRA Overlay Boundaries are incorporated by reference through City of Fernandina Beach Resolution 2006-28. (See Chapter 8 regarding guidelines for development in the CRA.)

2.02.05 Airport Area Overlay

The Airport Area Overlay is intended to provide for appropriate land use on and adjacent to the Fernandina Beach Municipal Airport lands through protection of the operational areas, reduction of noise impacts, and preservation of ecologically unique areas. The Airport Area Overlay encourages light, clean industry that is consistent with and supportive of airport operations.

2.02.06 Urban Core Overlay

(Reserved)

2.03.00 LAND USES PERMITTED IN EACH ZONING DISTRICT

2.03.01 How to Read the Table of Uses

A. Table 2.03.02 sets for the permissible uses within zoning districts. The letter "P" indicates that the land use is permissible, subject to compliance with the standards of the zoning district. Additional standards for Commerce Parks, Large Scale Commercial Development, and Telecommunications Facilities are applicable and are located in Chapter 6.

B. The letter "S" indicates that the land use is permissible, subject to compliance with the standards of the zoning district, and the supplemental standards specified for the use. Supplemental standards are contained in Section 6.02.00.

C. An empty cell indicates the land use is prohibited.

D. Any land use that is not identified in Table 2.03.02 is prohibited. A property owner may request an interpretation to determine if a use that is not identified is permissible, based on substantial similarity of the requested use to permissible uses within the zoning district in which the property is located. A requested use shall be considered substantially similar when the characteristics of the requested use are equivalent in type, intensity, degree, or impact when compared to a use named in Table 2.03.02. Such characteristics include, but are not limited to:

1. Typical hours of operation;
2. Use of outdoor storage;
3. Trip generation rates;
4. Generation of noise, light pollution, odor, smoke, electromagnetic interference, or vibration; and
5. Customary functions of the use.

2.03.02 Table of Land Uses

Table 2.03.02. Table of Land Uses

_ – Prohibited (Empty) P – Permissible S – Permissible Subject to Supplemental Standards	ZONING DISTRICTS																			
	R-E	R1-G	R-1	RLM	R-2	R-3	OT-1	OT-2	MU-1	MU-8	C-1	C-2	C-3	I-1	I-2	I-A	I-W	W-1	PI-1	CON	REC
PRINCIPAL LAND USES:																					
Adult Entertainment														S	S						
Airports and Heliports														P	P	P					
Aeronautical Operations:														P		P					
Aircraft Storage and Maintenance Hangars														P		P					
Aircraft Repair														P		P					
Aviation Equipment Repair														P		P					
Aviation Terminal																P					
Aviation Schools, Research, and Education Facilities														P		P					
Construction, Sales (New and Used) and/or Maintenance of Aircraft; Aircraft Supply														P		P					
Sea Plane Dockage and Parking																P	P	P			
Animal Hospital or Veterinary Clinic										P		P		P	P						
Asphalt or Concrete Plant														S	S						
Assisted Living Facility, Health Care Facilities, Nursing or Convalescent Home						P		P	P	P	P	P	P	P					P		
Automobile Sales, New and Used										S		P		P	P						

	ZONING DISTRICTS																				
_ – Prohibited (Empty) P – Permissible S – Permissible Subject to Supplemental Standards	**R-E**	**R1-G**	**R-1**	**RLM**	**R-2**	**R-3**	**OT-1**	**OT-2**	**MU-1**	**MU-8**	**C-1**	**C-2**	**C-3**	**I-1**	**I-2**	**I-A**	**I-W**	**W-1**	**PI-1**	**CON**	**REC**
PRINCIPAL LAND USES:																					
Automobile Repair, Garage, Body Shop										S		P		P	P						
Automotive Rental Agencies										P		P		P	P			P			
Bakery Plant										S				P	P						
Bed and Breakfast Inns						S		S	S	S			S								
Book and Stationery Stores								P	P	P	P	P	P	P	P	P		P			
Bottling Plants														P	P						
Bulk Storage Yards – Liquid														P	P	P					
Bulk Storage Yards – Solids														P	P						
Bus Terminals and Taxi Stations												P		P	P	P					
Business Colleges; Commercial, Trade, Vocational, and Arts Schools										P		P	P	P	P	P			P		
Business Services such as Copying, Mailing, or Printing										P	S	P	S	P	P	P					
Cemeteries	S	S	S	S	S	S	S	S	S										P		P
Clubs, Public or Private; Community and Recreation Centers			S	S	S	S			S	P	P	P	P	P	P	P		P	P		P
Commercial Fishing Facilities																	P	P			
Construction, Sales, and/or Maintenance of Boats and Ships; Marine Supply														P	P		P	P			
Craft Distillery, Small-Scale Brewery or Winery									S	P	S	S	S	P	P		P				

_ – Prohibited (Empty) P – Permissible S – Permissible Subject to Supplemental Standards	ZONING DISTRICTS																				
	R-E	R1-G	R-1	RLM	R-2	R-3	OT-1	OT-2	MU-1	MU-8	C-1	C-2	C-3	I-1	I-2	I-A	I-W	W-1	PI-1	CON	REC
PRINCIPAL LAND USES:																					
Day Care Center									S	P	S	P	P						P		P
Dog Dining- Outdoors Only								S	S	S	S	S	S	S	S		S	S			
Distribution, Packing, and Shipping														P	P	P	P	P			
Drug Store or Pharmacy									P	P	P	P	S	P	P			P			
Essential Public Services, such as Transmission Lines and Lift Stations	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P
Financial Institutions, Banks, and Credit Unions								P	P	P		P	P	P	P						
Freight and Moving Establishments														P	P	P					
Funeral Home and Mortuary									P	P		P		P	P						
Gasoline Station, with or without a Convenience Store										S	P	P		P	P	P					
Golf Course		P												P	P				P		P
Grocery Store								P	P	P		P	P	P	P			P			
Group Homes	S	S	S	S	S	S			S	S			S								
Government and Civic Buildings, including Library and Museum									P	P			P	P		P	P		P		
Health Clubs and Gyms										P	P	P	P	P	P						
Hospital																			S		
Junk and Salvage Yards																					
Laundry and Dry Cleaning, On-Site, including Self-Service										P		P		P	P						

	ZONING DISTRICTS																				
_ – Prohibited (Empty) **P – Permissible** **S – Permissible Subject to Supplemental Standards**	**R-E**	**R1-G**	**R-1**	**RLM**	**R-2**	**R-3**	**OT-1**	**OT-2**	**MU-1**	**MU-8**	**C-1**	**C-2**	**C-3**	**I-1**	**I-2**	**I-A**	**I-W**	**W-1**	**PI-1**	**CON**	**REC**
PRINCIPAL LAND USES:																					
Laundry																					
Laundry and Dry Cleaning, Pick-Up Only **Note 5*								P	P	P	P	P		P							
Light Indoor Manufacturing Uses, including Packaging and Fabricating														P	P	P					
Liquor Store, Lounge, and Bar (without drive-through window) **Note 5*									S	P	S	P	S	P	P		P	P			
Lodging Accommodations										S	S	P	P	P		S					
Lumber and Building Supply												S		P	P		P				
Manufacturing and/or Assembly -Heavy															P						
Manufacturing and/or Assembly -Light										P				P	P	P					
Manufacturing and/or Assembly – Water Related														P	P		P				
Manufacturing and/or Assembly - Artisan								P	P	P	P	P	P	P	P		P				
Marina																	S	S	S		
Marine recreation, such as kayak or boat rentals, sailing schools, etc.										P				P			P	P			P
Medical and Dental Clinics										P	P	P		P	P				P		

	ZONING DISTRICTS																				
_ – Prohibited (Empty) **P – Permissible** **S – Permissible Subject to Supplemental Standards**	**R-E**	**R1-G**	**R-1**	**RLM**	**R-2**	**R-3**	**OT-1**	**OT-2**	**MU-1**	**MU-8**	**C-1**	**C-2**	**C-3**	**I-1**	**I-2**	**I-A**	**I-W**	**W-1**	**PI-1**	**CON**	**REC**
PRINCIPAL LAND USES:																					
Mini-storage or Self-storage Facility										S		S		P	P	S					
Mobile Food Dispensing "Food Truck" Park								S	S	S	S	S	S	S	S	S	S	S			
Music, Dancing, Photography, or Art Studios								P	P	P	P	P	P	P	P			P	P		
Outside Sales										S	S	S		S	S			S			
Parking Lots and Parking Garages										P		P	P	P	P		P		P		
Parks, Public		P								P				P			P	P	P		P
Parks, Private or with Stadium Style Lighting										S				P			S		S		S
Personal Services, such as beauty/barber shops, tattoo parlor, massage or acupuncture therapy									P	P	P	P	P	P	P			P			
Picnic Areas, Trails, and Nature Facilities	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S		S	S	S	S	S
Piers, Docks, and Wharves														P	P		P	P			P
Professional Offices								P	P	P	P	P	P	P	P	P		P			
Public Recreation Buildings		P	P	P	P	P				P				P			P	P	P		P
Racetrack																					
Radio, Television, and Telecommunication Towers														S	S	S	S		S		
Recreation, Outdoor Amusements, such as Miniature										S		S	S	P			S	S	S		S

_ – Prohibited (Empty) P – Permissible S – Permissible Subject to Supplemental Standards	ZONING DISTRICTS																			
	R-E	R1-G	R-1	RLM	R-2	R-3	OT-1	OT-2	MU-1	MU-8	C-1	C-2	C-3	I-1	I-2	I-A	I-W	W-1	PI-1	CON	REC
PRINCIPAL LAND USES:																					
Golf or Fishing Piers, Excluding Amusement Parks and Drive-in																					
Recreation, Indoor Facilities, such as Billiard Parlors, Bowling Alleys, Game Rooms, and Skating Rinks										S		S	S	S	S		S		S		S
Railroad Facilities														P	P		P	P			
Religious Facilities	S		S	S	S	S	S	S	S	P	P	P	P								
Research, Education, and Development Facilities										P		P		P	P	P	P	P			
Residential Uses:																					
Single-Family	P	P	P	P	P	P	P	P	P	P			P					P Note 2			
Duplex					P	P			P	P			P								
Triplex					P	P			P	S			S								
Multi-Family						P				S			S								
Group Residential **Note 3*						S			S	S			S								
Resort Rental			Note 1		Note 1	P															
Restaurant, With or Without Drive- Through Window **Note 5*									P	P	P	P	P	P	P		P	P			
Retail Stores								P	P	P	P	P	P	P	P	P	P	P			
Schools, Elementary, Junior, or Senior High	S	S	S	S	S	S			S	P									P		

_ – Prohibited (Empty) P – Permissible S – Permissible Subject to Supplemental Standards	ZONING DISTRICTS																				
	R-E	R1-G	R-1	RLM	R-2	R-3	OT-1	OT-2	MU-1	MU-8	C-1	C-2	C-3	I-1	I-2	I-A	I-W	W-1	PI-1	CON	REC
PRINCIPAL LAND USES:																					
Scooter and Moped Rentals										P	S	P	S	P							
Seasonal Sales **Note 4*									P	P	P	P	P	P	P		P	P			
Small Equipment or Appliance Repair Shops										P		P	P	P	P						
Specialty Food Stores, such as Bakeries or Ethnic Grocers								P	P	P	P	P	P	P	P		P	P			
Specialty and Gift Shops such as Art, Antique, or Jewelry Shops, Books, or Stationers								P	P	P	P	P	P	P	P		P	P			
Stormwater Treatment Park/Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Terminals for Freight or Passengers, By Ship														P	P		P	P			
Theaters, Movie or Performing Arts									P	P		P	P	P	P		P	P			
Trades and Repair Services such as Electrical, Heating, and Air, Mechanical, Painting, and Plumbing										S	S	S		P	P						
Utility Facilities, such as Electric Substations, Water and Wastewater Treatment Plants													P	P	P	P	P	P	P		
Warehouse, not Including Mini-Storage														P	P		P				
Welding or Sheet Metal Works										P				P	P						

	ZONING DISTRICTS																				
_ – Prohibited (Empty) P – Permissible S – Permissible Subject to Supplemental Standards	**R-E**	**R1-G**	**R-1**	**RLM**	**R-2**	**R-3**	**OT-1**	**OT-2**	**MU-1**	**MU-8**	**C-1**	**C-2**	**C-3**	**I-1**	**I-2**	**I-A**	**I-W**	**W-1**	**PI-1**	**CON**	**REC**
PRINCIPAL LAND USES:																					
Wholesale Establishments														P	P						

(Section 2.03.02 Table of Land Uses footnotes are contained on following page.)

SECTION 2.03.02 Table of Land Uses Footnotes

Notes:

1. Resort rentals in R-1 or R-2 zoning districts that existed prior to the effective date of Ordinance 2000-28 (October 3, 2000) may continue a legal non-conforming status as long as the resort rental permit has not expired for a period of greater than 180 days.

2. Properties that have obtained the WMU Future Land Use category are subject to the permitted uses in the W-1 column. Residential units are permitted above non-residential uses. Stand alone residential uses are prohibited.

3. Group Residential uses in existence prior to the adoption of Ordinance 2007-22 may continue a legal non-conforming status as long as a Group Residential Permit is applied for and maintained in accordance with the terms of the Ordinance. Existing uses shall not be subject to the Supplemental Standards in Section 6.02.24.

4. Seasonal Sales are subject to the provisions of LDC Section 5.02.02 and a temporary use permit is required according to the procedures set forth in Chapter 11.

5. Drive-thru entry and exit may not be located on 8th street.

2.03.03 Table of Accessory Uses

Table 2.03.03 lists permissible accessory uses in each zoning district. The letter "P" indicates that the identified use is permissible as an accessory use, but not as a principal use. Principal uses are identified in Table 2.03.02. See Section 5.01.00 for supplemental standards pertaining to accessory uses.

Table 2.03.03. Table of Accessory Uses

	ZONING DISTRICTS																				
_ – Prohibited (Empty) P – Permissible S – Permissible Subject to Supplemental Standards	**R-E**	**R1-G**	**R-1**	**RLM**	**R-2**	**R-3**	**OT-1**	**OT-2**	**MU-1**	**MU-8**	**C-1**	**C-2**	**C-3**	**I-1**	**I-2**	**I-A**	**I-W**	**W-1**	**PI-1**	**CON**	**REC**
ACCESSORY LAND USES:																					
Home Occupation	P	P	P	P	P	P	P	P	P	P			P					P			
Accessory Dwelling Unit – Detached Building	P	P	P	P	P	P	P Note 3	P Note 3	P Note 3	P Note 3			P Note 3								
Agricultural Support Buildings	P																				
Cremation Facility *Note 2									S			S		S	S						
Detached Garage or Carport	P	P	P	P	P	P	P	P	P	P											
Docks and Other Waterfront Structures	P	P	P	P	P	P	P	P	P					P	P	P	P	P	P	P	P
Dumpsters						P			P	P	P	P	P	P	P	P	P	P	P		P
Fences	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Outside Storage – Agricultural Equipment and Materials	P													P	P		P				
Outside Storage – Equipment, Machinery, and Materials												P		P Note 1	P Note 1	P	P	P			
Racetrack																					
Satellite Dish Antenna	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Storage Buildings, Sheds, Utility Buildings, and Greenhouses	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Swimming Pool	P	P	P	P	P	P	P	P	P	P	P	P	P						P		P

Notes:

1. Permitted yard storage within the Heavy Industrial (I-2) zoning category shall include process by-products and new or used process parts for use in or sale of the Manufacturing and/or Assembly - Heavy uses.

2. Cremation Facilities shall be subject to the supplemental standards provided in Section 6.02.26.
3. Conditional on conformity with 5.01.04.



CHAPTER 3

ENVIRONMENTAL AND RESOURCE PROTECTION

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3.00.00 GENERALLY

3.00.01 Purpose and Intent

The purpose of this chapter is to safeguard the public health, safety, and welfare by ensuring the long-term protection and preservation of natural resource systems. Application of the provisions of this chapter shall result in development that reduces the potential for adverse impacts on the functions of wetlands, natural systems, habitats, water quality, shorelines, marine life, and coastal resources.

3.00.02 Applicability

All new development and redevelopment shall be designed to ensure protection of areas such as dunes, floodplains, environmentally sensitive lands, wetlands, or wellfields. No permit for development shall be issued by the City that is not in full compliance with the provisions of this chapter and the technical manuals listed in 1.06.00 (C).

3.01.00 COASTAL RESOURCE PROTECTION

3.01.01 Aquatic Preserve Protection

A. All new development and redevelopment within the boundaries of the Fort Clinch State Park Aquatic Preserve or abutting the boundaries of the Fort Clinch State Park shall be required to conform to the provisions of the Nassau River-St. Johns River Marshes and Fort Clinch State Park Aquatic Preserves Management Plan.
B. All new development, redevelopment, construction, dredging, or filling requires all applicable permits from State, federal, and regional agencies with jurisdiction over the Fort Clinch State Park Aquatic Preserve.

3.01.02 Coastal Areas and Shorelines

A. There is hereby established a Coastal Upland Protection Zone (CUPZ) which is an area extending 1,000 feet landward from the Coastal Construction Control Line (CCCL).
   1. All uses permitted by the underlying zoning classification and which have obtained all necessary and valid permits from State, Federal and Local government agencies having permitting jurisdiction within the CUPZ are allowable within the CUPZ;
   2. Development shall not adversely affect contours and topography within the CUPZ. Adversely affect is herein defined as any activity which:
      a. Causes a measurable interference with the natural functioning of the dune structure;
      b. Results in removal or destruction of native vegetation which will either destabilize a significant dune or cause a significant deleterious impact to the dune system due to increased erosion by wind or water;
      c. Results in removal or disturbance of existing sandy soils of the dune system to such a degree that a significant deleterious impact to the dune system would result from either reducing the existing ability of the system to resist erosion during a storm or lowering existing levels of storm protection to upland properties and structures;
      d. Disturbs topography or vegetation such that the system becomes unstable, or suffers catastrophic failure; or

e. Causes a significant impact to endangered species, species of special concern, or threatened species, or their habitats.

3. All development activity seaward of the coastal construction control line (CCCL) shall comply with all requirements of Section 3.01.02 above and only where a Florida DEP permit has been issued for the specific activity.

3.01.03 Waterfront Planning

A. Purpose and Intent: Protection of shorelines and waterfront lands ensures adequate and appropriate locations for water-dependent, water-related and water-enhanced uses.

B. The following priority list shall be used in reviewing applications for shoreline uses, to provide increased priority for water-dependent uses. Uses listed first shall generally be given the highest priority of all uses that may be proposed along the shoreline, with other, uses listed in the order of declining priority. Uses listed under (6) shall be given the least preference for location along the shoreline.
    1. Water-dependent uses such as fish, and shellfish production;
    2. Water-dependent recreation and commercial uses such as ports, marina-type uses, and navigation, particularly those that provide public access;
    3. Water-related uses such as certain utilities and commercial;
    4. Water-enhanced uses such as certain recreational and commercial uses;
    5. Non-water dependent or related activities such as residential uses; and
    6. Non-water dependent and non-water enhanced uses which result in an irretrievable commitment of coastal resources, or in a proposed alteration to the FLUM series that would prohibit or remove the permitted use of water-dependent, water-related or water-enhanced uses.

C. The City shall guide and direct the location of all future water-dependent and water-related uses according to the following criteria:
    1. Directing marinas to preferred locations, such as those adjacent to existing channels and passes, and in areas where little dredging and maintenance would be required;
    2. Directing the development of dry dock facilities to locations that are upland of marina sites;
    3. Requiring sewage pump-out facilities at all marinas and adequate fuel spill containment facilities measures at those facilities which sell petroleum products;
    4. Protecting shoreline and waterfront areas in order to provide locations for marine/estuarine related uses, such as commercial and recreational fishing, boating, and other water-dependent uses and activities;
    5. Prohibiting the construction of causeways within estuaries and requiring bridges with pilings instead, and
    6. Ensuring minimal environmental resource impacts or disruption

D. Marina development standards are found in Chapter 6: Supplemental Standards.

E. Special water dependent activities.
    1. *Examples*. Special water-dependent activities include, but are not limited to, the following uses:
        a. Construction of docks or marinas.
        b. Installation of new riprap or similar structures that protect the shoreline from erosion (not including seawalls, bulkheads, or the like).
        c. Installation of buoys, aids to navigation, and signs.

d. Installation of subaqueous transmission and distribution lines for water, wastewater, electricity, communication cables, oil or gas.
e. Restoration or repair of foot bridges and vehicular bridges.

2. *Minimization of impacts.* The water dependent activity shall be designed, constructed, maintained and undertaken in a way that minimizes the adverse impacts on the beneficial functions of the adjacent areas.
3. *Design standards:*
    a. The development shall be designed to:
        1. Allow the movement of aquatic life requiring shall water;
        2. Maintain existing flood channel capacity;
        3. Ensure stable shoreline embankments; and
        4. Avoid impact to wildlife habitat
    b. Residential, multifamily and commercial development
        1. Construction of docks shall be compliant with the standards of all permitting authorities. Docks shall be constructed within the limits of the principal structure side yard setback lines; the terminal platform shall not exceed 50 percent of the shoreline and comply with the standards required by the appropriate permitting authority.
        2. Installation of new riprap or similar structures that protect the shoreline from erosion (not including seawalls, bulkheads, or the like) along the shoreline and to stabilize vegetation shall be compliant with the standards of all permitting authorities. The structures shall comply with standards regarding wetlands found in Section 3.02.00 and shall be placed in a manner which will preserve existing trees and shrubs.
        3. Multifamily developments or condominiums shall be limited to one dock, unless approved and developed as a marina under supplemental standards found in Chapter 6.
        4. Outdoor lighting shall comply with standards for piers in 3.06.01.
4. *Development standards for special water dependent uses on environmentally sensitive lands.* In addition to the standards listed in Section 3.01.03(F) and 3.05.04, the following standards apply to special uses allowed in the protected environmentally sensitive lands:
    a. Where permissible, access roads, parking lots, and similar structures shall be located on upland sites.
    b. Any permitted impacts to the site shall be restored consistent with permitting agency approvals.

3.01.04 SOIL EROSION AND SEDIMENTATION CONTROL

A. Applicability

1. In order to prevent both soil erosion and sedimentation, a soil erosion and sedimentation control plan shall be required as a part of an application for site plan review whenever a development will involve any clearing, grading, or other form of land disturbance by the movement of earth.
2. Soil erosion and sediment control strategies must be utilized during residential, multifamily and commercial new construction projects and substantial renovation/rehabilitation/addition projects.

B. Erosion control measures.

All measures necessary to minimize soil erosion and to control sedimentation in the disturbed land area shall be implemented, following Florida DEP Best Management Practices for Erosion and Sediment Control. The following protection shall be provided for all disturbed areas: minimize velocities of water runoff, maximize protection of disturbed areas from stormwater runoff, and retain sedimentation within the development site as early as possible following disturbances. A list of major problem areas for erosion and sedimentation control follows. For each one, the purpose(s) of requiring control is described. Soil erosion and sedimentation control measures for all such areas shall be provided with a view toward achieving the specific purpose listed below for which a control plan is required.

1. Erodible slopes. Prevent detachment and transportation of soil particles from slope.
2. Streams, stream beds, stream banks, bodies of water, lake shorelines. Prevent detachment and transportation of soil particles.
3. Drainageways. Prevent detachment and transportation of soil particles (which would otherwise deposit in streams, bodies of water, or wetlands); promote deposit or sediment loads (traversing these areas) before these reach bodies of water.
4. Land adjacent to streams, ponds, lakes, and wetlands. Prevent detachment and transportation of soil particles. The applicant shall not adversely impact aquatic vegetation within the sensitive transition zone separating wetlands and uplands.
5. Enclosed drainage structure. Prevent sedimentation in structure, erosion at outfall of system, and deposit of sediment loads within system or beyond it.
6. Large flat surface areas (unpaved). Prevent detachment of soil particles and their off-site transportation.
7. Impervious surfaces. Prevent the detachment and transportation of soil (in response to an increase in the rate and/or volume of runoff of the site or its concentration caused by impervious surfaces).
8. Borrow and stockpile areas. Divert runoff from face of slopes which are exposed in the excavation process; convey runoff in stabilized channels to stable disposal points; leave borrow areas and stockpiles in stable condition and plant native groundcover to assist such stabilization.
9. Adjacent properties. Prevent their erosion and/or being deposited with sediment.

C. Landscape, Buffer and Tree Requirements as outlined in Chapter 4 shall be applicable to all clearing and grading activities and shall include specifications for management principles guiding the removal or placement of vegetation and landscaping design. All development activities must be implemented in conjunction with precautionary measures, where necessary, to avert destruction or damage to native vegetation.

3.02.00 ENVIRONMENTALLY SENSITIVE LANDS

3.02.01 Purpose

The purpose of this section is to protect land and water areas of the City that contain naturally occurring and relatively unaltered flora, fauna, or geologic conditions. Beneficial functions of these lands include:

a. Maintaining water and storage capacity of watersheds.
b. Maintaining recharge capacity of groundwater aquifers.
c. Preserving fish and wildlife habitat, unique vegetation, and sites needed for education, scientific research and recreation.
d. Protecting aesthetic and property values.
e. Preventing and minimizing erosion.
f. Minimizing flood and storm losses.
g. Protecting shorelings.
h. Preventing pollution

3.02.02 General Provisions

A. In addition to meeting the requirements for environmentally sensitive lands included within this section, development plans shall comply with applicable federal, state and water management district regulations relating to environmentally sensitive lands.
B. The Conservation and Coastal Management Element of the City's Comprehensive Plan as amended from time to time shall be used as a reference source to guide decisions regarding future development.
C. A development footprint located in a Special Flood Hazard Area is not considered to be an Environmentally Sensitive Land unless, it also contains one or more of the characteristics described in Section 3.02.03.

3.02.03 Identification of Environmentally Sensitive Lands

A. Environmentally sensitive lands are:
    1. Lands included within Conservation Zoning and Future Land Use categories as designated on the most recent City zoning and land use maps.
    2. Properties within wetlands protection zones or wetlands transition areas.
    3. Habitat of federally or state-listed threatened or endangered species.
    4. All undisturbed properties within 150 feet of Fort Clinch State Park Aquatic Preserve, Fort Clinch State Park, and all navigable tributaries.
    5. As identified during development review process through wetland delineation requirements, biological surveys, etc.

3.02.04 Special Requirements for Environmentally Sensitive Lands

A. Lands within the wetlands protection zones and habitat of federally or state-listed threatened or endangered species shall also follow requirements as outlined in Sections 3.03.00 and 3.06.00 of this chapter.
B. Development proposals shall support the conservation and protection of Environmentally Sensitive Lands and minimize the impacts on terrestrial, wetland and marine ecological communities and associated wildlife habitat.

C. Applications for development approval shall use innovative approaches to protect sensitive resources, such as clustering, conservation easements, and maximization of open space to protect identified Environmentally Sensitive Lands.
D. Protective measures to prevent adverse effects on Environmentally Sensitive Lands shall be required. Protective measures include:
   1. Maintaining natural drainage patterns.
   2. Limiting removal of vegetation to minimum necessary to carry out development activity.
   3. Replanting areas denuded by human activity.
   4. Siltation, soil erosion and sedimentation control during construction through methods and techniques such as storage of removal of materials, equipment and debris; erosion control measures; measures to ensure revegetation and/or stabilization of disturbed areas; measures to protect existing natural vegetation and habitat and methods to prevent pollution of wetlands and groundwater. Specific requirements for siltation, soil erosion and sedimentation control are found in Section 3.01.04 of this chapter.
   5. Minimizing the amount of fill used in the development activity.
   6. Disposing of dredged spoil at specific locations that cause minimal environmental damage.
   7. Prohibiting construction of channels or ditches.
   8. Prohibiting dredging and filling of wetlands consistent with Section 3.03.00 of this chapter.
   9. Retaining habitat connections with adjacent parcels in order to serve as wildlife corridors.
   10. Using deed restrictions, easements, and/or other legal mechanisms to protect environmentally sensitive lands and maintain the development in compliance with the protective measures.
E. Dedicating conservation easements for natural pedestrian or bicycle pathways between new developments and surrounding development, especially where there is a connection between commercial and activity centers, recreation centers and schools.
F. Archaeological and historic sites on Environmentally Sensitive Lands are protected. Removal, alteration or destruction of archaeological or historic sites shall be addressed under state and local regulations. Any person discovering an archaeological or historic site shall immediately notify the Community Development Department.

3.02.05 Land Uses within Environmentally Sensitive Lands

A. Exempted Uses within Environmentally Sensitive Lands
   1. The following uses and activities are presumed to have no adverse effect on Environmentally Sensitive Lands and are permitted consistent with existing regulations regarding wetlands, habitat protection of federally or state listed threatened or endangered species or floodplain management:
      a. Land uses as allowed in Chapter 2 of the City's Land Development Code for applicable zoning.
      b. Scenic, historic, wildlife, or scientific preserves.
      c. Minor maintenance or emergency repair to existing structures or improved areas.

d. Timber catwalks, docks and trail bridges that are less than or equal to four feet wide, provided that no filling, flooding, dredging, draining, ditching, tilling or excavating is necessary for installation of pilings.
e. Recreational fishing, picnicking, and hiking.
f. Constructing fences where no fill activity is required and where navigational access will not be impaired, nor will access to water, vegetation, or corridors be impaired for wildlife by construction of the fence.
g. Wetlands stormwater discharge facility or treatment in accordance with state permits and all other applicable state and federal regulations.
h. Maintaining existing channels in existence at the time of adoption of this chapter at the minimum depth and width necessary to achieve their intended purposes and designing them to prevent slumping and erosion and all revegetation of banks.

B. Prohibited Primary Uses within Environmentally Sensitive Lands
1. Storage of Hazardous Materials;
2. Commercial animal facilities, including veterinarian clinics;
3. Mines;
4. Wastewater treatment plants;
5. Commercial activities that involve the bulk storage of Hazardous Materials such as, but not limited to, dry cleaning operations, auto repair and servicing, pool supply, gas stations, junkyards, and machine shops;
6. Stormwater treatment facilities, including the use of drainage wells or sinkholes for stormwater disposal; and
7. Human or animal cemeteries

3.02.06 Land Uses within Areas of Special Flood Hazard

A. Exempted Uses within Areas of Special Flood Hazard
1. The following uses and activities are permitted consistent with existing Local, Regional, State and Federal regulations for floodplain management:
a. Land uses as allowed in Chapter 2 of the City's Land Development Code for applicable zoning and accessory uses which are operationally linked to a permissible primary use.

B. Prohibited Primary Uses within Areas of Special Flood Hazard
1. Non-exempt industrial land uses that involve the bulk storage of Hazardous Material, unless the following standards are met:
a. All building and structures shall be subject to compliance with the City's Floodplain Management Ordinance, including the requirement to secure local permitting.
b. Hazardous Materials shall not be stored in the Coastal High Hazard Area (CHHA), except in compliance with the requirements of this Section 3.02.06(B)
c. Fixed tanks or vessels for the bulk storage of Hazardous Materials shall be designed or modified to adequately anchor to prevent, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including buoyancy meeting all requirements of the City's Floodplain Management Ordinance, as amended from time to time and the lowest extremity of such tank or vessel shall be located at least one (1) foot above the applicable 100 year base flood elevation, inclusive of tank inlets, outlets and vents.

2. Hospitals, nursing homes and housing likely to have occupants who may not be sufficiently mobile to avoid injury or death during a flood.
3. Police stations, fire stations, vehicle and equipment storage facilities, and emergency operations centers that are needed for flood response activities before, during and after a flood.
4. Wastewater treatment facilities, unless adequately mitigated through engineered solutions which meet the construction standards associated with the 100-year base flood as well as elevation of any fixed tanks or vessels for bulk storage of Hazardous Materials to one (1) foot above the 100-year base flood elevation.
5. Human or animal cemeteries.
6. Bulk Storage Yards, Solids or Bulk Storage Yards, Liquids of Hazardous Materials.

3.03.00 WETLAND PROTECTION

3.03.01 Applicability

The requirements of this section shall apply to all of the areas under the jurisdiction of the Florida DEP, the USACOE, and the SJRWMD, as well as those lands identified as "Conservation" on the FLUM and on the adopted zoning map. Exemptions to buffering requirements exist for resource-based recreational facilities such as trails, boardwalks, piers and boat ramps, and components of water-dependent commercial uses such as port facilities, marinas, fish camps, and commercial fishing operations.

3.03.02 Agency Coordination Required

All new development and redevelopment adjacent to jurisdictional wetlands shall be required to include coordination with the agencies with regulatory jurisdiction over wetlands, including the County, representatives of the Florida DEP, the USACOE, and the SJRWMD, for assistance and verification in identifying and delineating wetlands.

3.03.03 Development Within Wetlands

Except as expressly provided in this section, no development activity shall be permitted in a wetlands area, as defined in Section 3.03.01.

A. Wetlands shall be preserved in their natural state. No fill shall be placed in a wetland, and the wetland shall not be altered.

B. Buffering requirements for development adjacent to wetlands or natural water bodies:

1. All new development and redevelopment adjacent to jurisdictional wetlands or surface water bodies shall be required to provide a buffer zone of native vegetation at least twenty-five (25) feet wide around wetlands and fifty (50) feet from natural water bodies to prevent erosion, retard runoff, and provide areas for habitat. All new construction that is a water dependent or water related use within the CRA and I-W zoning is exempt from the required buffers established by this Section; and

2. This setback shall be required for any development, except docks or piers which have received a permit from the Florida DEP, SJRWMD, or the USACOE and are compliant with standards found in section 3.01.03

C. Permitted activities within areas designated by the City, FDEP, SJRWMD, or the USACOE as wetlands protection zones or wetland transition areas:

1. Potentially allowable uses adjacent to wetlands protection zones or wetland transition areas are those principal and accessory uses included in the Conservation land use category on the FLUM provided that installation does not involve grading, fill, dredging, or draining, and provided that such structures are constructed on pilings so as to permit the unobstructed flow of water and light and preserve the natural contour of the wetlands. All pilings shall be driven into place; no jetting of pilings shall be allowed.

2. Developing an area that no longer conforms to the determination of the SJRWMD as wetlands, except former wetlands that have been filled or altered in violation of any rule, regulation, statute, or this LDC. The developer shall demonstrate that the water regime has been permanently altered, either legally or naturally, in a manner so as to preclude the area from maintaining surface water or hydroperiodicity necessary to sustain wetlands structure and function. Adequate proof shall include statements from federal or State agencies having jurisdiction as well as technical evidence from registered hydraulics engineers or other certified experts;

3. Development of a wetlands stormwater discharge facility or treatment wetlands in accordance with State permits received under currently relevant sections of the *F.A.C.*; and

3.03.04 Design Requirements

A. All new development and redevelopment adjacent to jurisdictional wetlands, wetland protection zones and wetland transition areas shall be designed, constructed, maintained, and undertaken in a way that minimizes the adverse impacts on the functions of the affected environmentally sensitive zone.

B. In addition to any standards required by federal, State, or local agencies and any other section within this LDC, the following standards shall apply to uses found to be permissible in or adjacent to wetlands:

1. The use shall allow the movement of aquatic life requiring shallow water;
2. Existing flood channel capacity shall be maintained;
3. Stable shoreline embankments shall be ensured on unstable shorelines where water depths are inadequate, to eliminate the need for offshore or foreshore channel construction dredging, maintenance dredging, spoil disposal, filling, beach feeding, and other river, lake, and channel maintenance activities;
4. Uses in areas where there is inadequate water mixing and flushing shall be eliminated or stringently limited as provided in Section 3.03.00;
5. Uses shall be prevented in areas which have been identified as hazardous due to high winds or flooding;
6. Access roads, parking lots, and similar structures shall be limited to locations on properly zoned uplands;
7. Any wetlands shown on the site plan to remain undisturbed that become damaged during construction shall be completely restored. Complete restoration means that the restored area shall function equivalently to the wetland prior to damage;
8. Accessory uses shall be limited to those which are water dependent; and
9. Fill shall not be placed in waters or wetlands to create usable land space.

3.04.00 WATER QUALITY & WELLFIELD PROTECTION

3.04.01 Purpose and Intent

The purpose and intent of this section is to safeguard the public health, safety, and welfare by ensuring the protection of the principal source of water from potential contamination and to control development in and adjacent to designated wellheads and surrounding wellfield areas to protect water supplies from potential contamination.

3.04.02 Wellfield Protection Area

A. A wellfield protection area is hereby established to include all land within a 500-foot radius from a public potable water wellhead.
B. The following uses shall be prohibited within the wellfield protection area:
    1. All regulated industries by the Florida DEP as defined in Rule 62-521, *F.A.C.*;
    2. Activities that require the storage, use, or transportation of restricted substances, agricultural chemicals, hazardous toxic waste, medical waste, and petroleum products;
    3. Commercial animal facilities, including veterinarian clinics;
    4. Mines;
    5. Industrial land uses;
    6. Wastewater treatment plants;
    7. Commercial activities that involve the use of hazardous chemicals such as, but not limited to, dry cleaning operations, auto repair and servicing, pool supply, gas stations, junkyards, and machine shops;
    8. Injection wells, irrigation wells, and domestic and commercial wells less than six (6) inches in diameter;
    9. Stormwater facilities, including the use of drainage wells or sinkholes for stormwater disposal; and
    10. Human or animal cemeteries.

3.05.00 REQUIREMENTS REGARDING DRAINAGE AND STORMWATER MANAGEMENT

3.05.01 Generally

A. The purpose of the stormwater management requirements set forth in this section is to minimize the detrimental effects of stormwater runoff and to provide for mitigation of stormwater impacts from new development and redevelopment.
B. The regulations in this section are intended to:
    1. Provide maximum water quality and habitat benefits;
    2. Provide retention/detention of stormwater runoff to maintain surface water quality, ensure percolation, and reduce contamination to drainage canals, surface water, and groundwater;
    3. Prevent any development activity that would endanger lives and harm property, water quality, or environmental systems;
    4. Preserve natural lakes, creeks, other water courses, and natural drainage features;
    5. Encourage the use of stormwater management systems for urban landscape irrigation; and
    6. 6. Prevent creation of flood hazards due to new development
    The requirements of this LDC do not supersede those of other State, Federal, or Regional agencies.

3.05.02 Applicability and Exemptions

A. All proposed development, except as specifically described in this section, must comply with the standards and criteria set forth in Section 3.05.00.

B. No drainage system, whether natural or manmade, must be altered, designed, constructed, abandoned, restricted, or removed without prior written approval of the City and all appropriate State and federal agencies.

C. The following activities may alter or disrupt existing stormwater runoff patterns, and unless specifically exempted under Section 3.05.02(D) below, must be authorized only through issuance of a site work permit prior to initiation of development:
   1. Clearing and/or drainage of land prior to construction of a project;
   2. Altering the shoreline or bank or any surface water body; or
   3. Altering any ditches, dikes, terraces, berms, swales, or other water management facilities.

D. The following development activities are exempt from the requirements of this section:
   1. Single-family dwellings and associated accessory structures, provided they are within a subdivision having a valid stormwater management permit and properly operating stormwater management systems designed and sealed by an engineer;
   2. Additions, accessory structures, and single-family homes under 625 square feet; and
   3. Emergencies requiring immediate action to prevent material harm or danger to persons, when obtaining a permit is impractical and would cause undue hardship in protection of property from fire, violent storms, hurricanes, or other hazards. A report of the emergency shall be made to the City Manager as soon as practicable

3.05.03 Standards for Stormwater Management

A. All development must comply with the specifications, standards of design, and detailed technical requirements provided in the manuals adopted by reference in Chapter 1.

B. No subdivision must be platted, nor must construction commence for any single-family, multi-family, commercial, industrial, or institutional project, until the drainage design for such project has been approved by the City, and proof of permit from the SJRWMD, and the USACOE, if applicable, has been provided to the City.

C. The drainage design plans for the project must be prepared, signed, and sealed by a Florida registered professional engineer.

D. All drainage facilities and easements must be documented to ensure the City that capacity and right-of-way are adequate from the source, through the development, to the receiving body of water, without adversely affecting upstream or downstream properties. Any improvements or increase in capacity of those facilities required to keep the project in compliance with all applicable regulations must be made at the expense of the applicant.

E. Design Basis
   1. All subdivisions and multi-family, commercial, industrial, and institutional projects must provide for retention or detention of stormwater within the boundaries of the project.

a. For projects within areas designated for zero discharge, storage must accommodate a ten (10) year, twenty-four (24) hour storm event.
b. For all other areas, retention must accommodate the greater of the first one-half (1/2) inch of storm flow from all roofs, sidewalks, paved surfaces, and parking areas (at 100 percent runoff), whether paved or not.
c. The project must also provide detention for all stormwater flows.
d. Detention must prevent peak flows after development from exceeding the peak flow prior to development.
e. Retention or detention areas for multi-family, commercial, industrial, and institutional projects must not be located in public road rights-of-way or within single-family zoning districts.

2. All floor slab elevations must be constructed in accordance with City of Fernandina Beach Floodplain ordinance requirements.
a. Unless the drainage master plan dictates higher levels, in areas where the floodplain has been established under the requirements of the FEMA or the National Flood Insurance Program, the level must comply with such requirements.
b. In all other areas, floor slab levels must be constructed to the elevations specified in the engineer of record's approved drainage plan.
c. If no drainage plan exists, or if the plan predates this chapter, the floor level must be at least eighteen (18) inches above the roadway unless otherwise approved by the City.

3. Where a development includes a retention basin in the drainage system, the basin must be located in such a manner as to minimize damage when the design storm is exceeded.
a. A minimum of twenty (20) feet of drainage right-of-way must be set aside to allow for ingress and egress, and a continuous maintenance berm must be provided around the perimeter of the retention basin.

F. Rainfall and runoff criteria
1. The system or project must be designed for design floods resulting from rainstorms of the following expected frequencies or greater:
a. Ten (10) year, twenty-four (24) hour intervals for all drainage except floodways, street inlets, and cross drains.
b. Floodway and receiving body of water flood conditions as shown for 100 years' duration storm in the FEMA flood insurance study, latest edition.
c. Five (5) year, twenty (20) minute intervals for street inlets and cross drains.

2. Ultimate land usage must be assumed for selection of proper runoff coefficients within the basins involved. Weighted runoff coefficients must be applied where different coefficients apply within the areas comprising the basin.

G. Drainage map for all subdivisions and multi-family, commercial, industrial, and institutional projects:
1. The project engineer must include in the construction plans a master drainage map showing all existing and proposed features. Where projects are located within an Area of Special Flood Hazard, the engineer must prepare plans as consistent with the requirements of the City's Floodplain

Management Ordinance. The map must be prepared on a scale not to exceed one (1) inch equals 200 feet. As a minimum, it must include:

a. The limits of the drainage basin or sub-basin;
b. Topography of the project;
c. Topography between the project and the receiving body of water, or the receiving City-, County- or State-owned drainage facility;
d. Topography of adjacent property as necessary to establish flow patterns;
e. Existing points of entry of water from adjacent property;
f. Points of discharge of water from the project;
g. Limits of fill required to construct facilities;
h. Finished floor slab elevations and minimum elevation of the bottom of floor framing for each structure to accommodate the 100-year flood elevation;
i. Location of National Flood Insurance Program rate map flood zones; and
j. Soil profiles, using the USDA soil classification method, to be performed on sufficient areas throughout the project to provide adequate information on the overall suitability of the proposed drainage plan.

2. With respect sections 3.05.03(F)(1)(a),(c) and (d), if a project fronts on an approved public or private road and the applicant can demonstrate to the satisfaction of the City that no drainage will be discharged from the project onto any adjacent property, these items may be waived. No waiver of any kind will relieve the applicant of responsibility or liability from damage caused by increased runoff from his project.

H. All single-family home projects that are not part of a subdivision with a designed stormwater system must provide for retention or detention of stormwater within the boundaries of the project.
   1. Projects that are located outside of a subdivision, but in an area with an available engineered stormwater system must ensure that stormwater is properly routed to the stormwater structures.
   2. Design options for single-family home new construction and additions over 625 square feet:
      a. Provide engineered solution as completed by an engineer, and/or
      b. Utilize low impact development (LID) techniques such as rainwater harvesting, roof downspout disconnection, rain gardens, green roofs, trenches and chambers, bioretention, vegetated filter strips, permeable pavement, enhanced grass swales, dry swales, and perforated pipe systems.

I. Drainage during construction
   1. All off-site drainage entering the property prior to the commencement of construction must be maintained through the construction period.
   2. Approved silt barriers in compliance with Section 3.01.04 must be placed to prevent silt, erosion, or other pollutants from leaving the site. If off-site siltation occurs, it must be halted immediately, or all work must cease until the silting is stopped.

J. Maintenance of drainage facilities after construction
   1. All private drainage facilities within an approved subdivision, multi-family, commercial, industrial, or institutional project must be continuously and properly maintained by a required homeowners' association, the

developer, or another entity approved by the City in an enforceable development order and designated in the construction permit application.

2. Drainage facilities for private single-family residential properties must be continuously and property maintained by the property owner. Such maintenance must continue for the life of the property as developed under this section even upon transfer of ownership.

K. Where feasible, stormwater management systems must be designed to provide landscape irrigation for the development.

3.06.00 OUTDOOR LIGHTING

3.06.01 Generally

A. It is the policy of the City to minimize the use of artificial light to illuminate the beaches. No artificial public or private light source shall directly illuminate areas seaward of the primary dune (called "beach areas") where it may deter adult female sea turtles from nesting or disorient hatchlings.

B. The following activities involving direct illumination of portions of the beach shall be prohibited on the beach at nighttime during the nesting season (May 1 to October 31 of each year) for the protection of nesting females, nests, and hatchling marine turtles:

1. The operation of all motorized vehicles, except emergency and law enforcement vehicles or those permitted on the beach for marine turtle conservation or research; and
2. The building of campfires or bonfires.

3.06.02 Outdoor Lighting in Beach Areas

A. The following standards shall be applicable to all new construction, reconstruction, or development activities:

1. Controlled use, design, and positioning of lights:
   a. The use of lighting for decorative and accent purposes, such as that emanating from spotlights or floodlights, is prohibited.
   b. The use of lights for safety and security purposes shall be limited to the minimum number required to achieve their functional role. The use of motion detector switches that keep lights off except when approached and that switch lights on for the minimum duration possible is required.
   c. Fixture lights shall be designed and positioned so that they do not cause direct or indirect illumination of areas seaward of the primary dune.
   d. Wall-mounted fixtures, landscape lighting, and other sources of lighting shall be designed and positioned so that such light does not directly illuminate areas seaward of the primary dune, nor is directly visible from the beach.
   e. All lights on balconies shall be shielded from the beach.
   f. Lighting in parking lots within line of sight of the beach shall be positioned and shielded so that only deflected light may be visible from the ground level of the beach.
   g. The use of red, yellow, or orange lights is permitted where security or safety is a concern, shielding is impracticable, or visibility from the beach cannot be prevented.
   h. Exterior artificial light fixtures within direct line-of-sight of the beach shall include completely shielded downlight-only fixtures or recessed fixtures having low wattage (i.e. fifty (50) watts or less) "bug" type bulbs and nonreflective interior surfaces. Other fixtures that have appropriate shields, louvers, or cut-

off features may also be used if they are in compliance with Section 3.05.02(A)(1)(a), (b), and (c) above;

i. Exterior artificial light fixtures within direct line-of-sight of the beach shall be mounted as low in elevation as possible through use of low-mounted wall fixtures, low bollards, and ground-level fixtures.

j. Only low intensity lighting shall be used in parking areas within line-of-sight of the beach. Such lighting shall be set on a base which raises the source of light no higher than forty-eight (48) inches off the ground and shall be positioned or shielded so that the light is cast downward, the source of light or any reflective surface of the light fixture is not visible from the beach, and the light does not directly or indirectly illuminate the beach.

k. Parking areas and roadways, including any paved or unpaved areas upon which motorized vehicles will park or operate, shall be designed and located to prevent vehicular headlights from directly or indirectly illuminating the beach.

l. Vehicular lighting, parking area lighting, and roadway lighting shall be shielded from the beach through the use of ground-level barriers. Ground level barriers shall not interfere with marine turtle nesting or hatchling emergence, or cause short- or long- term damage to the beach/dune system.

m. Tinted glass or film shall be installed on all windows and glass doors of single- or multi-story structures within line-of-sight of the beach. Use of appropriately shielded low-pressure sodium vapor lamps and fixtures shall be preferred for high-intensity lighting applications, such as lighting parking areas and roadways, providing security, and similar applications.

n. Temporary lighting of construction sites during the marine turtle nesting season shall be restricted to the minimal amount necessary and shall incorporate all of the standards of this section.

2. Lighting for pedestrian traffic

a. Beach access points, dune crossovers, beach walkways, piers or any other structure on or seaward of the primary dune designed for pedestrian traffic shall use the minimum amount of light necessary to ensure safety.

b. Pedestrian lighting shall be of low wattage and recessed or shielded so that only deflected light may be directly visible from the beach.

3. Prior to the issuance of a certificate of occupancy, compliance with the beachfront lighting standards as set out in this section shall be demonstrated as follows:

a. Upon completion of the construction activities, a registered Florida architect or Florida registered professional engineer shall conduct a site inspection, which includes a night survey with all the beachfront lighting turned on.

b. The inspector shall provide a written report of the inspection findings, identifying the date and time of the initial inspection, the extent of compliance with this section, all areas of potential and observed noncompliance with this section, any action taken to remedy observed noncompliance, if applicable, and the dates and times of remedial inspections, if applicable.

c. The inspector shall sign and seal the inspection report, which shall include a certification that the beachfront lighting has been constructed in substantial accordance with the terms of this section, the beachfront lighting does not illuminate areas seaward of the primary dune at the time of night inspection, and the beachfront light sources are positioned so that only deflected light may be visible from the beach at the time of the night inspection.

B. All public or private buildings and other improvements existing prior to July 18, 2000 shall comply with the following standards:
   1. Existing artificial light sources that are essential for safety or security shall be repositioned, modified, or replaced with modern alternatives so that only deflected light may be visible at ground level from the beach, and light does not directly illuminate areas seaward of the primary dune.
   2. Existing artificial light fixtures shall be repositioned, modified, or removed so that:
      a. The point source of light or any reflective surface of the light fixture is not directly visible from the beach;
      b. Areas seaward of the frontal dune are not directly or indirectly illuminated; and
      c. Areas seaward of the frontal dune are not cumulatively illuminated.
   3. The following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial lighting:
      a. Reposition fixtures so that the point source of light or any reflective surface of the light fixture is no longer visible from the beach;
      b. Replace fixtures having an exposed light source with fixtures containing recessed light sources or shields;
      c. Replace traditional light bulbs with yellow "bug" type bulbs not exceeding fifty (50) watts;
      d. Replace non-directional fixtures with directional fixtures that point down and away from the beach;
      e. Replace fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;
      f. Replace pole lamps with low-profile, low-level luminaries so that the light source or any reflective surface of the light fixture is not visible from the beach;
      g. Replace incandescent, fluorescent, and high intensity lighting with the lowest wattage low pressure sodium vapor lighting possible for the specific application;
      h. Plant or improve vegetation buffers between the light source and the beach to screen light from the beach; and
      i. Construct a ground level barrier to shield light sources from the beach. Ground-level barriers shall not interfere with marine turtle nesting or hatchling emergence or cause short- or long- term damage to the beach/dune system.
   4. The following measures shall be taken to reduce or eliminate the negative effects of interior light emanating from doors and windows within line-of-sight of the beach:
      a. Apply window tint or film that meets the standards for tinted glass;
      b. Rearrange lamps and other moveable fixtures away from windows;
      c. Use window treatments (e.g., blinds, curtains) to shield interior lights from the beach; or
      d. Turn off unnecessary lights.
   5. Light sources within line of sight of the beach that cannot be repositioned, modified, or replaced, for whatever reason, shall be turned off from sunset each night until sunrise each morning during the nesting season.

3.06.03 Habitat Protection of Federally or State Listed Species

A. A professionally prepared biological survey to document the presence of endangered, threatened, or species of special concern shall be submitted with applications for development when the development is:
    1. In excess of two (2) acres on previously undisturbed properties; or located on environmentally sensitive lands.
B. Environmentally sensitive lands for which a survey is required regardless of acreage are those found in 3.02.03(A)
C. Biological surveys shall:
    1. Follow the standards and criteria adopted by the Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service; or
    2. Include a preliminary report consisting of pedestrian surveys of 200-foot transects through a minimum of twenty-five percent (25%) of each habitat on site. Within twenty-one (21) days of the preliminary report, the City Manager shall (1) render a finding of whether a second, more intensive survey is needed, based on the information provided by the Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service , and (2) shall describe the parameters it will follow for such an intensive survey, if required.

If the field biological inventory indicates the presence of federally or state listed species:

A. The survey shall be forwarded to the Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service; and
B. The applicant shall follow the recommendations of the Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife Service for mitigating loss of habitat; or
C. A habitat plan shall be prepared by a qualified ecologist, biologist, or other related professional and shall include, at a minimum, the following:
    1. An analysis of the likelihood of the species surviving on the proposed development site as a viable population, assuming that the proposed development would not occur and taking into account the quality and quantity of habitat needed to maintain members of the species;
    2. An analysis of existing viable habitat on adjacent property for the species;
    3. The land needs of the species that may be met on the development site; and
    4. 4. Measures that shall be taken to protect the habitat of the species on the property, if the species would likely remain a viable population, in the absence of the proposed project

Prohibited activities:

A. No protected species of wildlife or freshwater fish or their nests, eggs, young, homes, or dens, shall be taken, transported, stored, served bought, sold, or possessed in any manner or quantity at any time, except as specifically permitted by the provisions of State law.
B. No person shall kill, wound, pursue, molest harm, harass, capture, or possesses any protected species or parts thereof or their nests, eggs, young, homes, or dens, except as authorized by specific permit, issued by the Florida DEP, the Florida Fish and Wildlife Conservation Commission, and any other applicable State or Federal agency.
C. Development proposed adjacent to Outstanding Florida Waters, aquatic preserves, wildlife sanctuaries, wildlife refuges, state preserves, forests, parks, gardens, and wildlife management areas shall be environmentally compatible in order to conserve wildlife populations and habitat.



CHAPTER 4

SITE DESIGN REQUIREMENTS

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4.00.00 GENERALLY

4.00.01 Purpose and Intent

The intent of this chapter is to provide design standards applicable to all development activity in the City. The purposes are to:

A. Establish reasonable and equitable standards of design;
B. Ensure that public facilities and utilities are available to all developments;
C. Provide for adequate light, air, and privacy;
D. Prevent the overcrowding of the land and undue congestion of the population; and
E. Provide for open spaces and recreational areas through the most efficient design and layout of the land.

4.00.02 Applicability

A. No building shall be constructed, installed, enlarged, reconstructed, or structurally altered, except in compliance with the standards and requirements of this LDC.
B. Where an overlay district applies to a site, the standards for the overlay district shall apply in addition to the standards of the underlying zoning district.
C. In addition to standards for all development within a zoning district, supplemental standards for specific uses are set forth in Section 6.02.00. Such supplemental standards shall apply in addition to the standards of the zoning district and overlay district, if applicable, in which the development is located.
D. Where conflict arises between standards required in a zoning district, in an overlay district, by supplemental standards, or by other legally binding document, the following rules shall be used in the application of standards:
    1. Where a City-approved site plan, City-approved development agreement, court order, or other legally binding document which authorizes development applies to the site, the standards in the legally binding document shall apply.
    2. In all other situations, the stricter standard shall apply.

4.00.03 Design Principles

Development design shall first take into account the protection of environmental and natural resources as set forth in Chapter 3. All development shall be designed to avoid unnecessary impervious surface cover; to provide adequate access to lots and sites; and to avoid adverse effects of shadow, glare, noise, odor, traffic, drainage, and utilities on surrounding properties.

4.01.00 DENSITY AND HOUSING STANDARDS

4.01.01 Density and Housing Types

Table 4.01.01. Density and Housing Types in Base Zoning Districts.

Zoning District	Maximum Gross Density (dwelling units per acre)	Permissible Housing Types
RE	1.0	Single-family detached
R1-G	4.0	Single-family detached
R-1	4.0	Single-family detached
RLM	6.0	Single-family detached
R-2	8.0	Single-family detached Duplex structures Triplex structures Townhouses
R-3	10.0	Single-family detached Duplex structures Triplex structures Townhouses Multi-family structures with 4 or more units
OT-1	10.0	Single-family detached
OT-2	10.0	Single-family detached
MU-1	8.0	Single-family detached Duplex structures Triplex structures Townhouses Mixed Use
MU-8	18.0	Single-family detached Duplex structures Triplex structures Townhouses Multi-family structures with 4 or more units Mixed Use
C-1	Prohibited	
C-2	Prohibited	
C-3	34.0	Single-family detached Duplex structures Triplex structures Townhouses Multi-family structures or mixed use
I-1	Not permitted as a principal use[1]	
I-2	Not permitted as a principal use1	
I-A	Not permitted as a principal use[1]	
I-W	Not permitted as a principal use[1]	
W-1	2.0 with bonus potential to 4.0	Single-family within mixed use
PI-1	Not permitted as a principal use[1]	
CON	Not permitted as a principal use[1]	
REC	Prohibited	

[1]An accessory dwelling unit is permissible for caretakers or security personnel. See Section 5.01.04.

4.02.00 DESIGN STANDARDS FOR BASE ZONING DISTRICTS

4.02.01 Standards for Lot Design

A. The following types of lots are permissible:
   1. Corner lot, located at the intersection of two (2) streets and abutting such streets on two (2) adjacent sides. Lots abutting a right of way that is used as a beach access is not considered a corner lot, if access is not provided through the beach access.
   2. Double-frontage lot, with frontage on two (2) opposing sides; where one (1) frontage is on an alley, the lot is not considered a double-frontage lot. A double-frontage lot may also be called a through-lot.
   3. Interior lot, which has street frontage on only one (1) side.
   4. Lots that are located in conformity with the established street pattern.

B. Only one (1) principal residential building and its allowable accessory buildings can be erected on any one (1) lot.

C. Except as specifically provided in this LDC, no lot existing at the time of adoption of this LDC can be reduced, divided, or changed so as to produce a lot or tract of land which does not comply with the minimum standards as set forth in this LDC.

D. The impervious surface ratio is calculated by dividing the total of all impervious surfaces on the lot by the total lot area. Water bodies are impervious surfaces.

E. Where cluster development is permissible and proposed under unified development control, the calculation of impervious surface applies to the entire site and does not apply to individual lots within the development site.

F. The floor area ratio is calculated by dividing the total of all floor areas on the site by the total site area. Floor areas include the gross floor area on each floor or story of the principal building and the floor area of any accessory building, not including parking areas.

G. Minimum lot area must be consistent with the density standards set forth in Table 4.01.01. For the purpose of determining consistency of the lot area with density standards, density is as defined in the Comprehensive Plan.

H. The minimum lot area for lots in the RE zoning district is 43,560 square feet.

I. Lots must be designed to comply with the standards set forth in Table 4.02.01(J).

Table 4.02.01(J). Design Standards for Lots

Zoning District	Minimum Lot Width (ft.)	Maximum Impervious Surface Ratio for Lots (%) (Note 7)	Maximum Floor Area Ratio for Lots (%) (Note 1)
RE	100	60	50
R1-G	75	60	50
R-1	50 or 75 Note 2	60	50
RLM	50	60	50
R-2	50 Note 4	60	50
R-3	50	60	50
OT-1	46.5	Note 6	50
OT-2	46.5	Note 6	50
MU-1	50	60	50
MU-8	25	60	200
C-1	50	60	1.50
C-2	50	60	1.50
C-3	25	75 Note 3	200
I-1	75	60	50
I-2	75	60	50
I-A	75	60	50
I-W	75	60	75
W-1	25	60	75
PI-1	50	60 Note 5	50
CON	NA	5	NA
REC	NA	Note 5	NA

Notes:
1. For RE, R-1, R-2, R-3, OT-1, and OT-2, the FAR standard applies to any permissible commercial uses.
2. The minimum lot width for lots platted prior to the effective date of this LDC is fifty (50) feet. The minimum lot width for lots platted on or after the effective date of this LDC is seventy-five (75) feet.
3. The maximum impervious surface ratio within the "Central Business District" land use category, as depicted on the Future Land Use Map, may be 1.00 where the application is for redevelopment of a lot that is developed with 100% impervious surface. Where the application is for new development of a vacant lot, the maximum impervious surface on the lot may be 100% where stormwater facilities are available and have sufficient capacity to accept the runoff from the lot.
4. Development is permissible on lots which were platted before the effective date of this LDC and have a minimum width of twenty-five (25) feet.
5. Proposed development on lots within the "Recreation" land use, as depicted on the Future Land Use Map shall not exceed 0.25 impervious surface ratios.
6. Refer to Chapter 8 Section 8.01.01.02 for maximum lot coverage.
7. Permits required for residentially zoned parcels for concrete or asphalt installation more than 150 sq. ft of horizontal surface area.

4.02.02 Requirements Regarding Combining Lots

A. Applicability
Lots or parcels that abut Ocean Avenue, North Fletcher Avenue, or South Fletcher Avenue are subject to the provisions of this section regarding combining lots.

B. Purpose
The provisions of this section are intended to ensure that development in the beach area on the streets identified in Section 4.02.02(A) above is consistent with the existing pattern of development.

C. Combining two (2) or more lots is prohibited where the resulting lot is not compatible with the surrounding neighborhood as defined by any one of the following characteristics:
1. The proposed lot has a width greater than 100 feet.
2. The proposed lot area is not consistent with the density for the zoning district, as set forth in Table 4.01.01.

4.02.03 Standards for Buildings and Building Placement

A. Encroachment
1. A yard created by the setbacks set forth in this section will not be considered a yard for any other building.
2. Every part of a required yard must be open and unobstructed from its lowest point to the sky, except as set forth in Section 4.02.03(A) (3), (4), (5) and (6) below.
3. Front entry steps may encroach into a minimum front yard up to forty-two (42) inches.
4. The following building features may project into a minimum yard up to twenty-four (24) inches: sills, belt courses, cornices, buttresses, ornamental features, chimneys, and eaves.
5. The following building features may project into a minimum rear yard up to forty-two (42) inches: open or enclosed fire escapes, outside stairwells, and balconies.
    a. Balconies must comply with the front and side yard setbacks.
6. Porches may encroach up to ten (10) feet into the rear yard setback.
    a. Porches must comply with the front and side yard setbacks.
7. Decks with a finished floor of 12" or less from grade are permissible encroachments into the side and rear yards up to five (5) feet from the property line. For installation of a deck on varying topography, the floor level may be allowed to reach a maximum of 36" from grade.
    a. Decks must comply with the front yard setbacks.
8. Mechanical equipment may be located within the side or rear yard setback, but not closer than five (5) feet to side or rear yard lot lines and screened by landscaping or opaque fencing.
9. Specific requirements for fences and signs are outlined in Sections 5.01and 5.03.

B. On double-frontage lots, the designated front yard will be determined by the City.

C. Standards for building height:
1. Building height shall be measured from the average natural grade, to the highest point on the structure unless the property is located within a flood hazard area as provided herein. Properties located within a flood hazard area shall measure building height to the highest point on the structure from:
    a. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.

b. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.

2. Building Height Encroachments: the calculation of maximum building height shall not include architectural rooftop features, mechanical equipment, elevator shafts, chimneys or other venting systems as required by the Florida Building Code, except as provided in subsection 4.02.03(C)2(a).
    a. Residentially zoned properties located within 1,000 feet of the Coastal Construction Control Line (CCCL) cannot exceed 35 feet in building height. The only permissible encroachments are chimneys or other venting systems as required by the Florida Building Code.
3. The following structures shall not be subject to height limits: telecommunications towers, flagpoles, and City-owned water towers.

D. Buildings shall comply with the standards in Table 4.02.03(E) set forth below:

Table 4.02.03(E). Standards for Building Heights and Setbacks

Zoning District	Maximum Building Height (ft.)[1]	Minimum Setback			
		Front (ft.)	Side[2]	Rear (ft.)	Corner Lot (side abutting street) (ft.)[3]
RE	35	25	10% of lot width	25	15
R1-G	35	25	10% of lot width	25, 50 feet for fairway lots	15
R-1	35	25	10% of lot width	25	15
RLM	35	25	10% of lot width	25	15
R-2	35	25	10% of lot width	20	15
R-3	45	25	10% of lot width	20	15
OT-1	35	See specific standards in Section 8.01.01.02.			
OT-2	35	See specific standards in Section 8.01.01.02.			
MU-1	35	None	None[4]	10	10
MU-8	45	See specific standards in Section 4.03.03			
C-1	45	None	None[4]	10	10
C-2	45	None	None	None	None
C-3	45	None	None	None	None
I-1	45[5]	None	None	None	None
I-2	45[5]	None	None	None	None
I-A	45	None	None	None	None
I-W	35	None	None	None	None
W-1	See specific standards in Section 8.01.02.				
PI-1	45	25	10	10	10
CON	25	None	None	None	None
REC	25	None	None	None	None

1. A building within 1,000 feet of the Coastal Construction Control Line (CCCL) shall not exceed thirty-five (35) feet in building height.
2. Each side yard setback shall be increased by one-half (½) foot for each one (1) foot, or fraction thereof, of building heights above twenty-five (25) feet.
3. Buildings shall not encroach into the required clear visibility triangle at intersections, as set forth in Section 7.01.08.
4. Where access is provided from an alley or public street to the rear of the principal building, no side yard setback is required. Where such access is not available, one (1) side yard shall be a minimum of ten (10) feet. Any other side yard shall have a minimum side yard setback of zero (0) feet.
5. Manufacturing and/or Assembly – Heavy uses shall be exempt from height regulations.

F. Context Sensitive Setback Determination

1. Authority and Limitation

The City Manager is authorized to alter setback standards in Table 4.02.03(E) of this LDC based on context sensitive review of setbacks in the vicinity of the subject property. Accessory structure setbacks are not eligible for context sensitive setback determinations. The authority to alter setback standards is limited to the following:

a. If at least half of the lots on the same block face are occupied by principal structures and at least 50% of those principal structures do not comply with minimum front yard setbacks, property owners may elect to apply for a context sensitive front yard setback determination.

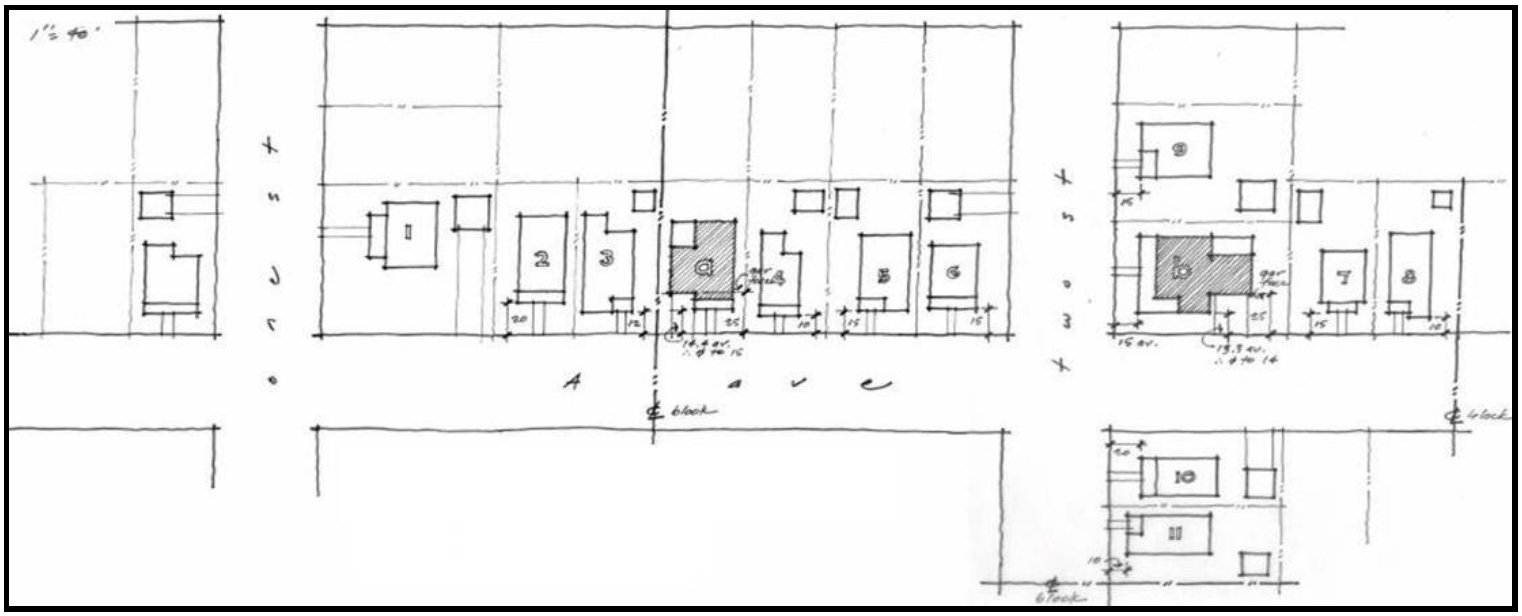
i. The front setback of other principal structures on the block face must be measured from the property line to the closest vertical element of the roofed portion of the principal structure, such as porch supports or the building face. Block Face shall be defined as one (1) side of a street between two (2) intersecting streets. The orientation of structures on corner lots determines the applicable block face.

ii. On properties seeking a context sensitive setback determination, principal structures must be set back from the front property line a distance equal to the average front setback depth of all principal structures on the same block face, using measurements obtained in 4.02.03(F)(1)(a)(i).

iii. Buildings that front on a different street than the subject lot or that are separated from the subject lot by a street or alley may not be used in computing the average.

iv. In using a context sensitive setback determination, front-loaded garages must be setback at least twenty-five (25) feet in all cases.

Figure 4.02.03(F): Contextual Setback Determination



In this example, lots 2, 3, 4, 5, and 6 represent the block face. Lot 1 is not included in the block face calculations because it fronts on a different street. If this block were classified in a R-2 district, the minimum required front setback would be 25 feet. The block face shown would qualify for use of a contextual front setback determination since more than 50% of the principal structures on the block

face do not comply with the R-2 district's 25-foot front setback requirement. When constructing on lot "a" the property owner would be allowed to use the average setback of all existing principal structures on the block face. In this example, the resulting contextual setback would be 14.4 feet—the average of front setbacks for structures on lots 2, 3, 4, 5 and 6.

Lot "b" may use the setback of lot 9, since the orientation of the structure on lot "b" will be oriented onto two streets and lot 9 is the only other structure on this block. The orientation of structures on corner lots determines the applicable block face.

2. Procedure

a. An application and applicable fees for a context sensitive setback determination shall meet the requirements set forth in Section 11.01.03, and City policies, as amended from time to time.

b. Measurements accompanying an application must be validated by a licensed land surveyor.

c. The City Manager shall evaluate the application for a context sensitive setback determination for compliance with the requirements set forth in Section 4.02.03(F)(1) above.

d. Upon approval, the City Manager shall provide a notice of intent to approve, to be posted on the subject property for a period of ten (10) days. Any appeals of this intent to approve shall follow the process provided in Section 11.07.00.

e. Following the notice period, the City Manager issues a written order stating the approved setbacks for the subject property. A copy of such order shall be submitted with any building permit application for the property.

3. Monthly Reports Required

A monthly report shall be prepared to summarize the number and type of context sensitive setback determinations granted in the previous month.

4.02.04 Specific Requirements for Lots Abutting the Municipal Golf Course Fairway in R1-G

A. For purposes of this subsection, the term "golf fairway residential areas" shall mean all those residential lots of land located adjacent to the municipal golf course.

B. That portion of any golf fairway residential lot or block within 25 feet of the lot or block line bordering the golf course shall be in general conformity with the overall landscaping pattern for the golf course fairway area established by the golf course architect. All individual lot or block landscaping plans must be approved by the community development department.

C. There is reserved to the city a golf course maintenance easement area on each lot adjacent to the fairway. This reserved easement shall permit the city at its election to go onto any fairway lot at any reasonable hour and maintain or landscape the golf course maintenance easement area. The maintenance and landscaping may include regular removal of underbrush, trees less than six inches in diameter, stumps, trash or debris, planting of grass, watering, application of fertilizer, and mowing the easement area. This golf course maintenance easement area shall be limited to the portion of those lots within 25 feet of the lot line bordering on the golf course or that lesser area as may be shown as a golf course maintenance area on the recorded plat of the lot. No fence shall be allowed on any golf course maintenance easement.

4.02.05 Specific Requirements for Resort Rental Residential

A. Resort rental residential units shall be limited to occupancy periods per rental of thirty (30) or fewer days.
B. Dwelling units used as resort rental residential units shall provide one (1) parking space for each two (2) occupants; occupancy shall be the number of occupants according to the fire rating.
C. Parking shall be located in the side or rear yard, except for lots abutting the Atlantic Ocean. Parking shall be located at least ten (10) feet from the front property line where parking is permissible in the front yard. This provision is for new resort rental permits only. For new Resort Rental permits issued after October 1, 2006 parking is prohibited in the front yards of houses on the west side of Fletcher Avenue.

4.02.06 Specific Standards for Townhouse Development

A. Townhouse development shall comply with the density of the zoning district in which it is proposed. The additional standards set forth in this section shall apply to all townhouse development.
B. Side yard setback requirements do not apply to interior lot lines.
C. A townhouse is a single-family attached dwelling unit. It is contiguous to adjacent units by a common wall.
D. There shall be at least two (2) but not more than six (6) units in one (1) building.
E. Each townhouse dwelling unit shall have a direct entrance to the outside, and shall not open to a common lobby, hallway, foyer, or other similar space.
F. Where all lots, parcels, and dwelling units are under common ownership, there shall be a management plan to demonstrate unified control and management of common areas and facilities.
G. Where common open space, recreation facilities, or other accessory structures or facilities are proposed, sidewalks or pedestrian paths shall be provided to connect buildings, parking lots, open space, and common areas.

4.03.00 DESIGN STANDARDS FOR OVERLAY DISTRICTS

4.03.01 Standards for Planned Unit Development (PUD) Overlay

A. Purpose

It is the purpose of the PUD overlay district to provide flexible land use and design and to allow planned diversification and integration of uses and structures, while retaining to the City the authority to establish limitations and regulations thereon for the benefit of the public health, welfare, and safety. A PUD overlay district is intended to promote economical and efficient land use, an improved level of amenities, appropriate and harmonious variety in physical development, creative design, variety of housing types, and a better urban environment.

B. A PUD overlay district shall have the following characteristics:
   1. Unified control for development purposes;
   2. Unified site design, planned and developed as a whole, in a single development operation or a programmed series of development operations, including lands, buildings, structures, and uses;
   3. Civic spaces in residential developments which provide opportunities for resident social interaction;
   4. Commercial land uses, if any, which provide convenient service, employment, and access, and yet remain separated from residential areas by the use of landscaping and natural buffers; and
   5. Conservation of natural resources as set forth in Chapter 3.

C. A PUD shall provide a public benefit. At a minimum, two (2) or more of the following public benefit conditions shall result from the implementation of the proposed PUD:
   1. Replacement of nonconforming development;
   2. Creation of public open space, such as plazas or parks;
   3. Improved waterfront protection and enhancement of views of oceanfront and riverfront areas;
   4. Preservation of designated historically significant structures;
   5. Replacement or rehabilitation of obsolete, blighted, or underutilized buildings; or
   6. Provision of bicycle paths and walkways that provide public access to public open space or water bodies.

D. An application for a PUD shall contain comprehensive and detailed plans for development of the site, including building location, building dimensions, building elevations, location, and dimensions of accessory structures, landscaping, open space, amenities, and detailed plans for infrastructure.

E. An application for approval of a PUD shall include a description of the program for provision, operation, and maintenance of areas, improvements, facilities, and services intended for common use by some or all of the occupants of the PUD, but which will not be provided, operated, or maintained at general public expense.

F. A PUD overlay district is permissible in the following zoning districts: R-1, RLM, R-2, R-3, MU-1, C-1, and C-2.

G. A PUD overlay district is prohibited within the Coastal High Hazard Area as established in the Comprehensive Plan.

H. The following general design standards shall be used in evaluating a PUD:
   1. The preferred access to a PUD is an arterial or major collector street. A PUD shall be located and designed to minimize traffic impacts in established residential neighborhoods.
   2. The natural topography, soils, natural vegetation, and surface water shall be preserved and utilized through the careful location and design recreation areas, open space, and drainage facilities. Open space areas shall utilize wetlands, floodplains, shorelines and other natural features.

I. The following specific design requirements apply to PUD development:
   1. The minimum land area for a PUD is five (5) acres, except as set forth in Section 4.03.01(I)(2) below.
   2. Where a minimum of twenty-five (25) percent of the dwellings in a residential PUD are set aside to meet affordable housing needs, the minimum land area may be reduced to two (2) acres.
   3. A residential PUD shall include two (2) or more housing types. Permissible housing types include: single-family attached, single-family detached, townhouse, duplex, triplex, and multi-family buildings.
   4. Within a residential PUD, five (5) percent of the land area shall be designed and used for civic or recreational purposes. Water bodies and wetlands shall not be included within the calculation of land area set aside for civic or recreational purposes.
   5. Where residential uses are permissible in the underlying zoning district, the maximum residential density shall comply with the density standards set forth in Table 4.01.01.
   6. Where nonresidential uses are permissible in the underlying zoning district, the maximum floor area ratio shall not exceed 0.21.
   7. Within a mixed-use PUD, the following standards apply:

a. A minimum of five (5) percent of the land area shall be designed and used for civic purposes;
b. A maximum of fifty (50) percent of the land area shall be devoted to nonresidential uses;
c. A maximum of eighty (80) percent of the land area shall be devoted to residential uses; and
d. Water bodies and wetlands shall not be included within the calculation of land area set aside for civic or recreational purposes.

J. The following site design standards may deviate from the standards applicable to the underlying zoning district, and, upon approval of a site plan for the PUD, shall become binding upon all development within the PUD:
1. Minimum building setbacks;
2. Maximum building height;
3. Minimum parking ratio;
4. Maximum impervious surface ratio;
5. Minimum lot width; and
6. Landscape design.

4.03.02 Standards for Development in the Airport Overlay

Construction design standards for development on the Airport have been established to apply reasonable criteria to guide the development and improvement of leaseholds at Fernandina Beach Municipal Airport. These design standards are described and depicted in the Architecture and Building Design Standards for Development on the Airport, which is adopted by reference and made a part hereof. Objectives of these design standards are:

1. Facilitate high quality development which seeks to maximize the utilization of property for new buildings and facilities and, when appropriate, renovate existing facilities.
2. Assure that all development is aesthetically attractive and presents a pleasing and reasonably consistent appearance with a reasonable economic life.
3. Promote measures that will assure that airport safety and security issues are properly addressed.
4. Promote the efficient use of land to minimize the impact on wetlands or other environmentally constrained land areas.
5. Assure compatibility of the development proposed by the various airport lessees.
6. Designate and maintain appropriate corridors for utilities, public access to various airport facilities and controlled airside access.
7. Provide adequate separation between buildings and public rights-of-way.
8. Provide ample off-street parking with appropriate landscaping to screen vehicular and equipment storage areas.
9. Maximize the availability and use of aircraft ramp areas.

The purpose of this section is to establish limitations on the height of objects and uses of land to prevent the creation of obstructions hazardous to aeronautical operations or which could increase the risk to the public's health, safety or well-being in the event of an aviation accident or which would otherwise impair the full utility and operating capacity of Fernandina Beach Municipal Airport. This section creates specific surfaces for three separate purposes providing height restrictions conforming to varying obstruction standards: land use limitations based on sensitivity to aviation generated noise; land use based on increased risk of injury; and hazard to health or property damage in the event of an aircraft accident.

1. Obstruction Height Surfaces: Surface sizes and height limitations established in this section conform to the standards for determining obstructions to air navigation of 14 CFR

Part 77, ss77.23. For civil airports there are hereby created and established certain surfaces which include all of the land lying beneath the primary, approach, transition horizontal and conical surfaces as they apply to a particular airport. These surfaces are described and depicted in the Airport Layout Plan Update, 1999 Technical Report, as may be amended, which is adopted by reference and made a part hereof. All provision shall be consistent with Section 333, Florida Statutes. An area located in more than one of the described surfaces is considered to be only in the surface with the more restrictive height limitation. The various surfaces are hereby established and defined as follows:

A. The primary surface is an area longitudinally centered on each runway, extending 200 feet beyond each end of a paved runway. The width of the surface so specified for each runway for the most precise approach existing or planned for either end of the runway. No structure or obstruction shall be permitted within the primary surface that is not part of the landing and takeoff facilities and is of a greater height than the nearest point on the runway centerline. The width of the primary surface of a runway shall be that width for the most precise approach existing or planned for either end of that runway. Therefore, for Fernandina Beach Municipal Airport the width of the primary surface for Runways 4 and 22, 8 and 26, and 13 and 31 is 500 feet for non precision instrument runways having visibility minimums greater than three-fourths (3/4) statute mile.

B. The horizontal surface is the area surrounding the Fernandina Beach Municipal Airport with the outer boundary constructed by swinging arcs of specified radii from the center of each primary surface end for each airport runway then connecting adjacent arcs by tangents. The arc radii for each runway end will have the same arithmetic value and will be the highest value determined for either end of that runway. When a smaller arc is encompassed by the tangent connecting larger arcs, the smaller shall be disregarded in determining the surface boundary. No structure or obstruction will be permitted in the horizontal surface that has a height greater than 150 feet above the airport elevation. For the Runways 4 and 22, 8 and 26, and 13 and 31 the radius of each arc is 10,000 feet for runways designated or planned for other than utility, non precision instrument runway.

C. The conical surface is the area extending outward from the periphery of the horizontal surface for a distance of 4,000 feet. No object or structure will be permitted in the conical surface that has a height greater that 150 feet above the airport elevation at its inner boundary with permitted height increasing one (1) foot vertically for every twenty (20) feet of horizontal distance measured outward from the inner boundary to a height of 200 feet above airport elevation at the outer boundary.

D. The approach surface is an area longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. An approach surface is designated for each runway based upon the type of approach available or planned for that runway end.
   a. The inner edge of the approach surface is the same width as the primary surface.
   b. The outer width of the approach surface is the most precise approach existing or planned for that runway end expanding uniformly for Runways 4 and 22, 8 and 26, and 13 and 31 to a width of 3,500 feet for that end of a non-precision instrument runway other than utility, having visibility minimums greater than three-fourths (3/4) of a statute mile.

c. The approach surface for Runways 4 and 22, 8 and 26, and 13 and 31extends for a horizontal distance of 10,000 feet for all non precision instrument runways other than utility.

d. No object or structures will be permitted within an approach surface, beginning at its intersection with the end of the primary surface, having a height greater than the runway end elevation, the height above the runway end elevation increasing with the horizontal distance outward and for Runways 4 and 22, 8 and 26, and 13 and 31 the permitted height increases one foot vertically for every 34 feet horizontal distance for all non precision instrument runways other than utility.

E. The transitional surface as the area extending outward from the sides of every primary surface and approach surface connecting them to the horizontal surface and an area outward 5,000 feet horizontally or until intersection with the conical surface from the side of that portion of the approach surface of a precision instrument runway extending through and beyond the conical surface. No object or structure will be permitted within the transitional surface greater in height than the primary surface or approach surface at their adjoining boundary lines increasing at a rate of one (1) foot vertically for every seven (7) feet horizontally, with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height of the slope matches the height of the horizontal surface or the height of the conical surface and for a horizontal distance of 5,000 feet from each side of that part of the approach surface for a precision instrument runway extending beyond the conical surface.

F. In addition to the height limitations imposed in (A) through (E) above, no structure or obstruction shall be permitted within the City's jurisdiction that would cause a minimum obstruction clearance altitude, a minimum descent altitude, a minimum vectoring altitude, or a decision height to be raised. Nor impose either the establishment of restrictive minimum climb gradients or non-standard take-off weather minimums for any runway at Fernandina Beach Municipal Airport.

G. Applications for land development or improvement will be reviewed by the Fernandina Beach Municipal Airport for their potential impact on the imaginary surfaces designated for existing and planned operating conditions at the Airport as well as those associated with existing and planned instrument approach and instrument departure procedures. The latter instrument procedures are defined by the "United States Standard for Terminal Procedures" as may be amended by the Federal Aviation Administration (FAA). Proposed land development or improvements that penetrate the imaginary surfaces or that may cause an increase to instrument approach and/or instrument departure procedures shall not be permitted.

2. Airport Noise Zones, Boundaries and Requirements

A. No noise specific zones have been identified as part of this section. However, if the City of Fernandina Beach in the future undertakes the development of a FAA Area Equivalent Method (AEM) study and it shows noise impact areas off the airport property, then this section can be amended as needed to reflect the results of the noise impact studies. Such noise studies, consistent with FAR Part 150, or equivalent noise studies map overlay land use noise zones using AEM. The AEM is a mathematical procedure that provides the noise contour area of a specific airport given the types of aircraft and the number of operations for such aircraft. These noise zones are based on projected yearly averaged 24-hour day/night average

noise level (DNL) impact projections arising from aircraft flight operations at the Fernandina Beach Municipal Airport.

B. Where an airport authority or other governing body operating a publicly owned, public-use airport has not conducted a noise study, neither residential construction nor any educational facility as defined in Chapter 1013, with the exception of aviation school facilities, shall be permitted within an area contiguous to the airport measuring one-half the length of the longest runway on either side of and at the end of each runway centerline.

3. Public Safety and Welfare

A. Notwithstanding any other provision of this section, no use may be made of land or water within any surface established by this section in a manner so as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permissible use:

1. All lights or illumination used in conjunction with street, parking, signs, or use of land and structures shall be arranged and operated in such a manner that it is not misleading to or obscure pilots vision during critical take-off or landing stages of flight or be otherwise dangerous to aircraft occupants or flight operations at Fernandina Beach Municipal Airport or in the vicinity thereof.
2. No operations of any type shall produce smoke, glare, or other visual obscurations hazards within three (3) statute miles of any usable runway of the Fernandina Beach Municipal Airport.
3. No operations of any type device shall produce electronic interference with navigation signals or radio communication between the airport, aircraft or an air traffic control facility.
4. No use of high energy beam devices is permitted where the energy transmission is not fully contained within a building or some type of absorbing or masking vessel.

B. Aircraft Over-flight and Accident Potential Zones (APZ) are hereby created and established of certain surfaces underlying those recurring, fixed flight paths for aircraft taking-off and landing at Fernandina Beach Municipal Airport. Of necessity, aircraft must routinely operate at low altitude and climb from or descend to the runway along these paths. The potential of an aircraft accident, should one occur, is statistically most significant in these surfaces thus the risk of injury to people or damage to property on the ground that could result from such an accident is greatest. This includes the Runway Protection Zone (RPZ). Civilian airport Aircraft Over-flight Zones include the primary surface, approach surface (limited to the inner 10,000 feet) and the adjoining transitional surface as described in the latest airport layout plan.

C. Incompatible land uses would generally comprise those uses, activities or construction within runway clear zones, which are incompatible with normal airport operations or endanger public health, safety, and welfare that result in congregations of people, emissions of light or smoke, attractions of birds. Such regulations shall prohibit the construction of an educational facility of a public or private school at either end of a runway within an area which extends five miles in a direct line along the centerline of the runway and which has a width measuring one-half the length of the runway.

D. The following uses of land shall be prohibited within the accident potential zone area: high-density residential use, schools, hospitals, storage of explosive material, assemblage of large groups of people, or any other use that could produce a major catastrophe as a result of an aircraft crash.

E. No non-conforming land use shall be allowed within the designated Runway Protection Zones for all runways at the Fernandina Beach Municipal Airport. The FAA considers the following to be non-conforming uses: residences and places of public gathering such as churches, schools, hospitals, office buildings and shopping centers. Additionally, fuel storage facilities are also prohibited. This list shall be updated as necessary based on guidance given in the current version of the Federal Aviation Administration's Advisory Circular 150/5300-13 as amended or other state or federal regulations.

F. No person shall sell, lease, or offer to sell or lease any land within the airport approach surface or horizontal surface, unless the prospective buyer or lessee has been given the following notice in writing: "Noise warning--This land lies beneath the aircraft approach and departure routes for Fernandina Beach Municipal Airport and is subject to noise that may be objectionable."

G. Waste disposal and other facilities are prohibited which store, handle, or process organic material or any other material that fosters or harbors the growth of insects, rodents, amphibians, or other organisms that will result in significant bird population increases above the normal background. These types of facility operations increase the potential for aircraft bird strike resulting in damage to aircraft and injury to occupants. These uses are incompatible if located within the vicinity of any airport described in this section through the application of the following criteria:

1. Facilities located within 10,000 feet of any runway used or planned to be used by turbine powered aircraft
2. Facilities located within 5,000 feet of any runway used only by conventional piston engine powered aircraft
3. Any facility located so that it places the runways and/or approach and departure patterns of an airport between bird feeding, water, or roosting areas.
4. Facilities outside the above perimeters described but still within the lateral limits of any of the surfaces as described in Sections 4.03.03 (A) through (E) will be reviewed on a case-by-case basis.

4. Permits:

A. Height Zone Permits

1. No building or structure, located within the lateral boundaries of the Airport Height and Safety Zones shown in the most recent airport layout plan, may be constructed, erected, moved to or repaired, altered or modified resulting in an increase in height, unless a building permit has been reviewed by the City's Community Development Department and issued by the Building Official. No permit shall be issued unless the FAA has reviewed the proposed construction or alteration and issued a written Determination of the proposal's affect on navigable airspace where prior notification under CFR 14, Part 77 is required.
2. Notification is required for any temporary or permanent building or structure, whose height is proposed to exceed (i.) 200 feet above ground level at its site; or (ii.) a slope increasing one (1) foot vertically for every one hundred (100) feet horizontally for a distance of 20,000 feet from the nearest point of the nearest runway covered by this section.

B. Noise Zone Permit: not required at this time

C. Aircraft Over-flight and Accident Potential Zones: Within the lateral boundaries of any Aircraft Over-flight or Accident Potential Zone shown in the latest Airport Layout Plan, no building, structure, vehicle or vessel may be moved to, parked,

moored, constructed, repaired, altered or modified, either permanently of temporarily, unless a building permit has been issued by the Building Official.

D. The owner of any structure over 200 feet above ground level shall install lighting in accordance with *Federal Aviation Administration Advisory Circular 70-7460,* and amendments thereto, on that structure. Additionally, high intensity white obstruction lights shall be installed on a structure which exceeds 749 feet above mean sea level. The high intensity white obstruction lights must be in accordance with *Federal Aviation Administration Advisory Circular 70-7460* and amendments. Any permit or variance granted under this LDC for structures exceeding 749 feet in height shall require the owner to mark and light the structure in accordance with *FAA Advisory Circular 70-7460* or subsequent revisions. The permit may be conditioned to allow the City, at its own expense, to install, operate, and maintain those markers and lights as may be necessary to indicate to pilots the presence of an airspace hazard if special conditions so warrant.

5. Independent Justification: The purpose of the overlay surfaces adopted through this section is to provide airspace protection and land use compatible with continuation of normal and routine operation of Fernandina Beach Municipal Airport without endangering the public health, safety and welfare. Each of the three zoning aspects requires independent justification in order to promote the public interest in health, safety and general welfare. No structure or use may be permitted in any surface unless it conforms to the specific height, noise impact sensitivity and public safety limitations at its site as set forth in paragraphs 1, 2, and 3 of this section.
6. Future Uses: No change shall be made in the use of land, and no structure shall be altered or otherwise established in any surface created by this section except in conformance with the requirements of this section.

4.03.03 8th Street Small Area Design Standards

General Principles. The 8th Street standards are intended to encourage flexibility and variety in development through creative site and building design. All development shall contribute to making 8th Street a distinct and memorable part of the city, unique in spaces, buildings, and street character. Development shall be oriented and designed to contribute to the street environment and shall place priority on pedestrian comfort, convenience, safety, and access. Pedestrian scale elements refer to buildings and spaces whose dimensions, properties, and components correspond to human occupation and use. Access to all development shall be sited and designed to have a positive visual impact on the street with primary pedestrian access from 8th Street. Driveways and parking shall not take priority over pedestrian areas. Variety in design elements, transparency, color, texture, signs, and materials creates a visually interesting environment and contributes to the establishment of an architectural character for the corridor. Architectural compatibility is not limited to any particular style. The design standards for the 8th Street Small Area are as follows:

1. On the portion of the property fronting 8th Street, there is a required six (6) foot pedestrian/landscaping access area to provide a continuous, unobstructed clear walkway. This is to be measured from the property line going back six (6) feet. Buildings or building components may encroach into this space starting at the second story, with necessary structural components on the first story as long as the 6 foot pedestrian access area is unobstructed, provided an open pedestrian/landscape space is maintained. Required bicycle parking is not permissible within this area.
2. The setbacks for the remaining sides of the property are zero (0) feet.
3. Building Orientation.

a. Primary entrances shall face 8th Street. At least one public entrance of each principal structure shall be oriented toward the front lot line or side lot line. Developments are encouraged to provide as many pedestrian connections to the street as feasible.
b. Commercial and Mixed Use structures that extend across the full block width from S. 8th Street to S. 9th Street and S. 7th Street shall contain a secondary façade which is designed with an architectural style, detail, trim features, and roof treatments as consistent with that of the primary façade.
c. On corner lots, new buildings shall be oriented toward the streets and shall consider and complement the patter of existing adjoining development, with the primary façade(s) of the principal building facing the 8th Street facing lot line. Corner locations shall be considered opportunities for distinctive architecture.
d. Accessory structures, if any, shall be located at the rear of the principal buildings. All detached garages or carports shall be set back from the front façade of the principal building by at least 10 feet, openings shall not face 8th Street. Where feasible, detached garage and carport access shall be from the side streets.
e. All outdoor mechanical equipment shall be located at the rear of the principal buildings and screened. Screening may be structural or vegetative. They shall not be visible from any street. Mechanical equipment placed on the roof shall be screened from abutting streets with parapets or other types of visual screening.
f. Solid waste, recycling, and yard trash containers; grease containers, and loading docks shall be screened and located in parking areas or other locations remote from the sidewalk.

4. Site and Building Access. The City shall encourage shared access to reduce driveway cuts on 8th Street as redevelopment occurs and require cross access design for internal traffic. New driveway cuts which do not serve to reduce the overall number of cuts onto 8th Street shall be located on 7th ,9th Streets, east-west side streets.
   a. Whenever feasible, driveway access to a site shall be shared with adjacent properties and parking shall be located internally to the block or at the rear of the site.
   b. Service areas associated with multi-family dwellings shall be accessed from the rear of the site, where feasible.
   c. Building design or landscaping shall be required at a 3.5 foot tall minimum to obscure the view of vehicles from the ground level.
5. Building Design Standards. Individual building design shall defer to ensemble of buildings on the street rather than call undue attention to itself. New buildings shall contribute to the life of the street.
   a. Building Heights. Properties abutting residentially (R-1/R-2/ R-3) zoned properties shall be limited to thirty-five (35) feet, including the parapet for flat roofed structures.
      i. Facades up to thirty-five (35) feet in height shall be recessed from the first thirty (30) feet of façade a minimum of five (5) feet. Awnings, pergolas, or covered balconies may encroach into this setback.
      ii. Flat roofs are permitted but must provide a parapet up to 42 inches high in order to hide mechanical equipment.
   b. Architectural articulation. A building's exterior walls shall be articulated using material, architectural elements, arrangement of openings, design of horizontal and vertical planes, and changes in height to provide substantial massing variations. Long, monotonous roof planes and uninterrupted expanses of blank wall

are not allowed along street frontages. Articulated roof forms and wall opening shall be used to add visual interest and contribute to a pedestrian scale.

i. Where solid walls are required by building code, the wall shall be articulated and divided into distinct modules, through the use of projections and recesses (i.e. setbacks, reveals, belt courses, awnings, arcades, porches, etc.) within the building envelope or projecting from upper floors.

ii. Commercial buildings and buildings with ground floor commercial uses shall have a ceiling height minimum of twelve (12) feet for the ground floor.

c. Entryways. Doorways, windows, storefronts, and other openings in the facades of buildings shall be placed and proportioned to reflect pedestrian scale and movement and to encourage visual interest at the street level. The use of functional and decorative elements, including weather protection features (i.e. colonnades, arcades, canopies, etc.), signage, and architectural detailing, shall be used to create human scale on a buildings principal façade. Elements shall be integral to the architecture of the building, designed so as not to appear to be "tacked on" to the building façade.

d. Internal passageways are encouraged.

6. Fences. Fences up to 8 foot tall are permissible
   a. Fence Material: Black Wrought Iron or black anodized (SP) Aluminum is required for properties fronting 8th Street.
      i. Fence material for all other properties, not fronting 8th Street, within MU-8 zoning may be constructed of black wrought iron, or black anodized aluminum or wood or vinyl or some combination of these materials.
   b. Where any portion of the fence is visible from 8th Street landscape screening shall be required.
7. Improvement of bicycle and pedestrian paths is required in keeping with the approved streetscape plan.
8. Signs within the MU-8 zoning district shall follow the allowable sign standards set forth in Section 5.03.09.

4.04.00 STANDARDS FOR SUBDIVISIONS

4.04.01 Purpose: Subdivisions shall consider the compatibility of the proposed development with the surrounding neighborhood.

A. Section 4.04.00 regulates the subdivision or re-subdivision of land in order to protect and promote the health, safety, and general welfare of the citizens of Fernandina Beach. The regulations are intended to assure the harmonious, orderly, and progressive development of land by providing for proper legal description, identification, monumentation, and recording of real estate boundaries when parcels are subdivided.

B. This section applies to the subdivision of parcels into three (3) or more lots.

4.04.02 General Requirements

A. All development shall be on a recorded, platted lot that meets all standards set forth in this LDC.

B. A preliminary plat is required for all subdivisions, except as set forth in Section 4.04.02(F). A preliminary plat graphically depicts the proposed development or the location of individual lots. An approved preliminary plat is a necessary prerequisite for final plat approval.

C. A plan of proposed public improvements shall be submitted with the preliminary plat. Requirements regarding infrastructure are set forth in Chapter 7.
D. Submittal and procedural requirements regarding preliminary plats, public improvements plans, and final plats are set forth in Chapter 11.
E. A subdivision shall have at least two (2) vehicular access points to an improved right-of-way.
F. Lot line adjustments are exempt from the requirement to submit a preliminary plat and improvements plan if the proposed lot line adjustment complies with Section 4.02.02 regarding combining lots and if one (1) of following conditions are met:
   1. The division of land into two (2) parcels consists solely of the conveyance of land or granting of easements or rights-of-way to a governmental or public agency; and
   2. The division is a re-plat of two (2) existing lots and is solely for the purpose of re-facing a lot or lot line adjustments without an increase in the number of lots or units otherwise allowed.

4.04.03 Standards for Lots and Blocks

The lengths, widths, and shapes of blocks shall be designed to consider the following:

A. Lot area, width, shape, and orientation shall be suitable to the special needs of the type of use contemplated.
   1. Side lot lines shall be substantially at right angles or radial to the right-of-way line.
   2. Flag lots are prohibited.
   3. Block length shall be consistent with the established street system, but shall not exceed 1,200 feet between intersecting streets.
   4. Lot area shall be consistent with the density requirements set forth in Table 4.01.01.
   5. Lot dimensions shall be consistent with the requirements set forth in Table 4.02.01(J).
   6. Lots for nonresidential purposes shall have sufficient lot area to accommodate all required site features on the lot.
B. Layout of lots and blocks shall be appropriate for the topography.
C. No lot shall be divided by a City boundary line.
D. Lot and block layout shall ensure safe and convenient pedestrian and vehicle access.
   1. Each lot shall have frontage on and access to an existing or proposed public street.
   2. Each lot shall have access to sidewalks and/or pedestrian paths as set forth in Chapter

4.04.04 Requirements for Infrastructure

The following basic utilities shall be provided to each lot within a subdivision:

A. A source of electric power.
B. A telephone service cable.
C. Central potable water. Each lot shall have and maintain central water service meeting City standards and provided at the developer's or property owner's expense. If central potable water is not available, the property owner shall install water lines in compliance with City standards.
D. Central sanitary sewer. Each lot shall have and maintain central sanitary sewer service meeting City standards and provided at the developer's or property owner's expense. If central sanitary sewer is not available, the property owner shall install sewer lines in compliance with City standards.

E. Lines for delivery of reclaimed water to each lot, in compliance with City standards.
F. Fire hydrants or fire protection shall be provided as required by the National Fire Prevention Code. Fire hydrant systems shall be installed and made usable prior to any combustibles being brought onto the construction site.
G. Streets and sidewalks designed and constructed for public use according to the standards and requirements of Chapter 7. Street signs, markers, and traffic signs and signals to control and circulate traffic within the street pattern shall comply with the *Florida Uniform Manual of Traffic Control Devices*, published by the FDOT.
H. Street and common area lighting meeting City standards and provided at the developer's or property owner's expense. Decorative lighting is preferred. Lighting required for safety shall be located to avoid obstruction between the light fixtures and the area to be illuminated.
    1. All street lights installed shall be in accordance with the Illuminating Engineer Society of North America recommended values based on the pavement classification.
I. Drainage and stormwater management facilities designed and constructed according to the standards and requirements of Chapter 7.
J. Subdivision utility placement
    All lines for electricity, telephone, cable television, streetlights, and gas distribution (exclusive of transformers or enclosures containing electrical equipment, including, but not limited to, switches, meters, or capacitors) shall be placed underground within easements or dedicated public rights-of-way.
K. Utility apparatus, such as pumps, valve boxes, switching boxes, and back-flow devices, placed above ground shall be screened according to the standards set forth in Section 4.05.00.
L. Parks and recreation dedication, as specified below:
    1. Land dedicated for parks and recreation facilities shall be of suitable size, dimension, topography, and general character and shall have adequate road or other appropriate access for the proposed use.
    2. The area shall be shown and marked on the plat, "Dedicated for Park and/or Recreational Purposes." The area to be dedicated shall be dedicated either to a neighborhood association, approved by the City Commission, or to the City, in order to ensure maintenance of the area. The area to be dedicated shall be calculated based on the adopted level of service standard in the Comprehensive Plan.
    3. The land area to be dedicated should be at least two (2) acres. When the calculation of land area results in less than two (2) acres, the City may require that the recreational area be located at a suitable place on the perimeter of the subdivision so that additional land may be added at such time as the adjacent land may be subdivided or otherwise utilized.
    4. In those instances where a subdivision will provide recreational facilities or dedicate land for use by the public for recreational purposes, the City Commission shall grant the developer a credit against recreation impact fees in an amount equal to the appraised value of the reserved land or improvements, but the credit shall not exceed fifty (50) percent of the recreation impact fee which would otherwise be required.
    5. Land dedicated for recreation purposes shall be of a character and location suitable for use as a playground, playing field, or for other recreation purposes and shall be relatively level and dry.

6. Developers of projects along navigable waterways will be required to provide easements for boat launching ramps and parking.
   Where appropriate, recreation sites should be established with multiple purposes to provide both recreation facilities and preservation of environmentally sensitive lands. Sidewalks, bicycle paths, or multipurpose trails shall be provided for pedestrian access to recreation sites.

4.05.00 LANDSCAPING, BUFFERS, AND TREE PROTECTION

4.05.01 GENERALLY

A. It is the intent of the City to provide standards and regulations which: protect and preserve native tree species and the natural landscape; foster and encourage maintenance of natural vegetation; minimize loss of trees to development; reduce disturbance of native soil, improve ground and surface water quality; and promote energy and water conservation through use of native and Florida-Friendly landscaping principles.

B. The intent of Section 4.05.00 is to provide minimum standards for landscaping, buffers, and tree protection within the City. These standards are provided to meet the following specific purposes:
   1. Improving the appearance of the City;
   2. Providing shade for the ground surfaces and reducing heat island effects;
   3. Buffering and protection from wind and storm damage;
   4. Buffering adjacent potentially incompatible land uses;
   5. Screening vehicular movement from pedestrian and public view;
   6. Providing for the protection and preservation of trees and native vegetation;
   7. Ensuring the local stock of native trees and vegetation is replenished;
   8. Improving ground and surface water quality through reduced run-off and decreased use of fertilizers and pesticides; and
   9. Encouraging Florida-Friendly landscaping principles into landscape design.

4.05.02 APPLICABILITY

A. The types of development listed below shall provide a landscaped buffer between uses, provide landscaping for parking lots, submit a tree survey prepared by a licensed Florida surveyor or a tree inventory prepared by a certified arborist with an application for site plan approval, obtain a tree permit prior to receipt of a building permit, and submit a landscape plan with any application for a development order for the situations listed below. The required landscape plan shall demonstrate compliance with the standards of Section 4.05.00.
   1. All new construction;
   2. All development of regional impact;
   3. Any change of use which results in any increase in the required off-street parking, as determined by the standards in Section 7.01.04;
   4. All commercial redevelopment which results in an increased building footprint, reconfiguration of existing parking, parking lot expansions, or development of outparcels within an existing shopping center.
      A. Clearing of any site, including root-rake clearing, shall be subject to the requirements for tree protection, submittal of a tree survey or a tree inventory prepared by a certified arborist, and obtaining a tree removal permit.
      B. An application for a building permit for a single-family or two-family dwelling proposed on an existing platted lot shall include a tree survey or a tree

inventory prepared by a certified arborist. The tree survey or a tree inventory prepared by a certified arborist shall comply with the requirements of Section 4.05.04 regarding landscaping, but shall not be required to provide a buffer or landscaping for a parking area.

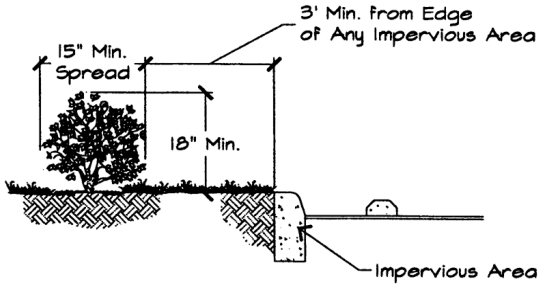
C. The following situations are exempt from the requirements of Section 4.05.00:
   1. Any interior construction, renovation, or remodeling which does not increase the footprint of the building.
   2. Licensed plant or tree nurseries or botanical gardens with respect to those plants and trees grown for sale to the general public in the ordinary course of the licensed business or for public purposes.
   3. The removal of underbrush and removal of trees which are less than four (4) inches Diameter at Breast Height (DBH).
   4. The removal of prohibited invasive trees identified on the most recent Florida Exotic Pest Plant Council Invasive Plant list.
   5. Heavy Industrial (I-2) zoning district is exempt from the requirements of Section 4.05.00, provided that the new construction, renovation, alteration or remodeling occurs more than 75 feet from an adjoining residentially zoned and/or used property. Within the exemption area, LDC Section 4.05.00 applies only within the project's extent occurring in the 75-foot area. The exemption exists with the intent that Heavy Industrial (I-2) zoned properties would seek to minimize an overall impact on the existing tree canopy.

4.05.03 LANDSCAPE MATERIALS STANDARDS

A. Plant materials
   1. Trees, Shrubs, and groundcovers shall be selected by using the Florida-friendly Plant Database.
   2. Plants identified as "prohibited" or "noxious weeds" species on the most recent Florida Exotic Pest Plant Council Invasive Plant list shall be removed as part of the site development process. Plants identified as "invasive" may be retained on a development site but shall not count toward meeting landscaping and buffering requirements.

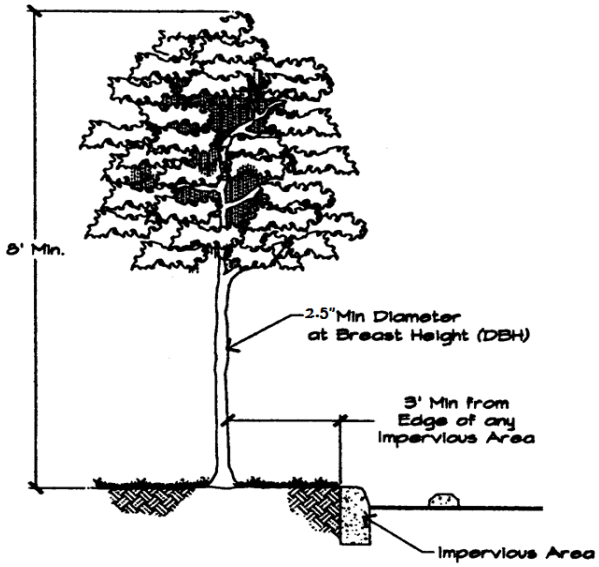
B. Minimum specifications for plant materials
   1. All plants used as part of any landscape plan shall be healthy, well proportioned, disease-free, pest-free, and hardy for the North Florida Region. Plant materials shall meet the standards for Florida No. 1 or better, as set out in *Grades and Standards for Nursery Plants*, Department of Agriculture, State of Florida.
   2. Shrubs shall be at least eighteen (18) inches in height and have a minimum spread of at least fifteen (15) inches at the time of installation. Shrubs shall be installed at least thirty-six (36) inches apart, measured on center and may not be placed closer than three feet from the edge of any impervious area.

Example:



3. Hedges shall be planted to create a continuous, unbroken, solid visual screen within one (1) year of planting allowing for full mature height and spread.
4. All landscaped areas shall be sodded or covered with ground cover. Grassed areas shall be consolidated and limited to those areas on the site which receive pedestrian traffic, provide for recreational use, provide cover for required drain fields or retention areas, or provide soil erosion control such as on slopes or in swales; and where grass is used as a design unifier or other similar practical use. Grassed areas shall be planted with warm_season grass species normally grown on permanent lawns in Nassau County. Special care should be taken when selecting turf grasses for shaded sites. A soil sample should be tested specifically for pH to determine which grass species is most suitable for the site. Grassed areas may be sodded, plugged, sprigged, or seeded to provide full coverage shall be achieved within one (1) year after planting. Solid sod shall be used in swales or areas subject to erosion. Grass sod shall be clean and reasonably free of weeds and noxious pests or diseases. Grass seed shall be delivered to the job site in bags with Florida Department of Agriculture tags attached indicating the quality control program.
5. Ground cover used in lieu of grass shall be planted so as to present a finished appearance and reasonably complete coverage within three (3) months of installation.
6. Vines shall be a minimum of thirty (30) inches in height at planting and may be used in conjunction with fences, screens, or walls.
7. Natural mulch shall be designed and installed in all planting areas to a depth of three (3) inches. The type of mulch shall be specified on the landscape plan. Use of artificial mulch shall not be permissible within required planting areas. Cypress mulch is strongly discouraged. Mulches are typically wood bark chips, wood grindings, pine straw, nut shells, small gravel, and shredded landscape clippings. Mulch is not required in identified annual beds. Mulch rings should extend to at least three (3) feet around freestanding trees and shrubs. All mulch should be renewed periodically. Mulches should be kept six (6) inches away from any portion of a building or structure, or trunks of trees. Plastic sheeting and other impervious materials shall not be used under mulched areas.
8. Retention of native and drought tolerant species is preferred. At least fifty (50) percent of the required plants installed in landscaped buffers, landscaped parking areas, and for replacement shall be native species.
9. At least fifty (50) percent of the required trees installed in landscaped buffers, landscaped parking areas, and to meet tree planting requirements shall be shade trees. Existing trees, other than invasive or prohibited species, which are five (5) inches DBH or larger, and shrubs may be counted toward meeting the requirements for landscaped buffers, landscaped parking areas, and tree retention.
10. Trees shall be a minimum of two and a half (2.5) inches DBH and no less than eight (8) feet tall at the time of installation. Trees shall not be planted closer than three (3) feet from the edge of any impervious area. Planted trees must be a species with an average mature spread of at least twenty (20) feet, or they must be grouped so as to create a crown spread of at least twenty (20) feet.

Example:



11. When palm trees are used to satisfy minimum landscape requirements, three (3) palm trees shall count as one (1) shade tree. Palm trees must be a minimum of 8 feet tall at time of installation.
12. Shade trees shall not be installed under any overhead utility line, over any buried utilities, or within a utility easement.
13. Where utilities conflict with proposed plantings, trees shall be selected from a list provided by the City. Where underground utilities conflict with proposed plantings, tree placement shall be a minimum of ten feet from the underground utility and a root barrier of two (2) feet deep shall be installed.

C. Specific requirements for drought tolerant or xeriscape landscape materials
   1. All development for which landscaping is required by Section 4.05.00 shall comply with the xeriscape requirements set forth in Table 4.05.03(C). The selected design options listed below and the accompanying points necessary to meet the following xeriscape requirements shall be clearly tabulated on the landscape plan.
   2. A minimum of fifty (50) points shall be accumulated by choosing from the following table of design options. As used in Table 4.05.03(C), "list" means the list of drought tolerant species set forth in the SJRWMD edition of the *Xeriscape Plant Guide*.

Table 4.05.03(C). Design Options for Xeriscape Landscaping

Design Feature	Standard	Points
Irrigation	Moisture sensing controller other than rain switch	5
	Landscape plan depicts low, moderate, and high water usage zones and grouping of plants into hydrozones	5
Grass	25% to 50% of the grass areas use drought tolerant species	5
	51% or more of the grass areas use drought tolerant species	10
	Less than 75% of the landscaped area contains sod	10
	Compacted mulched planting beds at least 3" deep are used in all planting areas except ground cover	10
Shrubs	25% to 50% of the required shrubs are drought tolerant species	5
	51% or more of the required shrubs are drought tolerant species	10
Trees	25% to 50% of the required trees are drought tolerant species	5
	51% or more of the required trees are drought tolerant species	10
	25% increase over the required number of shade trees in vehicular use areas, provided the planting area is large enough to ensure that the additional trees will thrive	5
	50% increase over the required number of shade trees in vehicular use areas, provided the planting area is large enough to ensure that the additional trees will thrive	10

D. Installation

1. All required landscaping installed pursuant to this section shall be installed according to accepted horticultural practice.
2. Trees may not need to be staked if appropriate canopy to root ratio is achieved. However, trees shall be guyed, braced, and/or staked at the time of planting to ensure establishment of the tree and erect growth, as specified by the landscape designer or architect and compliant with the ISA staking and guying guidelines. Nail staking or other methods that cause cosmetic or biological damage to the tree are prohibited. Trees shall be re-staked within twenty-four (24) hours in the event of a failure in the staking or guying. Stakes shall be removed not later than twelve (12) months after installation. All areas where trees are to be planted shall be excavated to the width and depth of the root ball with the upper twelve (12) inches excavated to at least three (3) times the width of the root ball prior to being backfilled with the required topsoil mix.
3. Shade trees shall be provided with at least 250 square feet of planting area per tree.
4. Understory trees shall be provided with at least 100 square feet of planting area.
5. Landscaped areas shall be protected from vehicular encroachment by car stops, curbs, or other appropriate means.
6. Trees shall be installed a minimum of three (3) feet from a paved area. A root barrier shall be required prior to installation of replacement trees.
7. Landscaped areas shall be provided with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. All irrigation systems shall be designed, installed, and maintained in such a manner as not to be a nuisance to adjacent properties and uses and to the general public. Irrigation systems shall include moisture sensors.

8. Irrigation systems shall be designed to "*Standards and Specifications for Turf and Landscape Irrigation Systems*", *Fifth Edition, 2005, Florida Irrigation Society, Inc* and as subsequently amended.
9. Xeriscape areas must have a readily available water supply to provide temporary irrigation until plantings are established.
10. Natural areas and native vegetation left undisturbed by development may be excluded from the irrigation system.

E. Maintenance requirements
1. All plantings must be continually maintained in an attractive and healthy condition. Maintenance must include, but not be limited to, watering, tilling, fertilizing and spraying, mowing, weeding, removal of litter and dead plant material, and necessary pruning and trimming.
2. Required plants that become diseased or die must be replaced not later than three (3) months following the loss of the plant.
3. Replacement trees shall be maintained and warranted to survive for a period of three (3) years from installation. Trees which do not survive three (3) year must be replaced with new trees of the same size. Replacement trees must comply with the same maintenance and replacement warranty as the original replacement tree(s) and the warranty period will restart at the date of planting.
4. All trees may be pruned to maintain shape and promote their shade-giving qualities and to remove diseased or dying portions in areas where falling limbs could be a hazard. The property owner is responsible for the maintenance of all required landscaping in a healthy, thriving condition. Trees shall be pruned only as necessary to promote healthy growth or to avoid power lines. Trees shall not be severely pruned or "hatracked," "lionstailed," "topped" in order to permanently maintain growth at a reduced height. Pruning shall comply with current International Society of Arboriculture (ISA) standards. No more than 20% of the crown shall be removed within a one (1)-year period.
5. Fertilizers: It shall be the goal of each landscape plan to select plant materials capable of thriving without regular fertilizer application, with exception of palms which need quarterly fertilizer to avoid nutrient deficiencies.
6. Pesticides: It shall be the goal of each landscape plan to establish an Integrated Pest Management approach and reduce or eliminate the need for pesticide application.

4.05.04 REQUIREMENTS FOR LANDSCAPE PLANS

A. A landscaping plan shall be provided to demonstrate compliance with the standards of this section and prepared in accordance with all applicable Florida Statutes. Landscaping plans shall utilize the principles for creating a Florida Friendly landscape, utilize native drought tolerant plant materials to conserve water, avoid invasive exotic species, reduce need for fertilizers, and establish integrated pest management to reduce or eliminate pesticide use. The use of plant material, site design techniques, and planting design techniques which enhance wildlife habitat benefits is strongly encouraged. The publication "Planting a Refuge for Wildlife," available from the Florida Fish and Wildlife Conservation Commission, may be used as a guide.

B. The landscape plan shall include the following elements:
1. The name, address, and telephone number of the applicant, as well as the registered landscape architect or landscape designer.
2. A plan showing the location, size, description, and specifications of landscaping, grade of plantings, mulch specifications, landscape area protection structures (e.g.,

curbs and planters), number of interior parking spaces, perimeter and interior landscape area plantings, existing trees and planting areas. The plan shall illustrate the proposed irrigation hydrozones. The plan shall also include property boundaries and dimensions, existing and proposed structures, pools, walks, patios, vehicular use areas, lot orientation, utility services, light poles, pad-mounted transformers, fire hydrants, existing and proposed elevations, and any other factors affecting the proposed use of the property (including the land use and zoning of adjacent properties).

3. New landscape plans shall account for plant watering needs and group plants into "hydrozones." Hydrozones and their corresponding irrigation category shall be identified on the landscape plan.

4.05.05 MINIMUM REQUIREMENTS FOR RESIDENTIAL DEVELOPMENT

It is the intent of this section to provide minimum landscaping requirements for residential development. Existing plant materials, other than invasive species, may be counted toward meeting the landscaping requirements set forth in this section.

A. **Single-family Detached and Two-family Duplex Residential Development**

Single-family and two-family development must include, at a minimum, two (2) native, shade trees for every 2,500 square feet of lot area or fraction thereof. At least four (4) native trees may be located in the front, side, or rear yard. Relocation of existing healthy trees on the project site measuring at least 2.5" DBH and at least 8 feet tall may be relocated on the site and utilized as a credit to satisfy minimum landscape requirements. Tree identification and placement must be shown on a site plan but may not be required to meet the requirements of 4.05.04(A) above.

B. **Tri-plex and Multi-family Residential Development**

Multi-family residential development sites must meet the following standards, in addition to the requirements set forth in Section 4.05.04(A) above:

1. There must be at least two (2) native, shade trees for each 1,500 square feet, or fraction thereof, of development site. Relocation of existing healthy trees on the project site measuring at least 2.5" DBH and at least 8 feet tall may be relocated on the site and utilized as a credit to satisfy minimum landscape requirements. There must be a planting area not less than ten (10) feet in width between the building walls and parking areas. Landscape materials must be provided as follows:
   a. One (1) tree for every 200 square feet of planting area or fraction thereof;
   b. At least fifty (50) percent of the trees must be shade trees; and
   c. A continuous hedge must be placed along the building walls.
2. There must be a planting area not less than ten (10) feet in width between an abutting right-of-way and parking areas. Landscape materials must meet the following standards:
   a. One (1) tree must be provided for every 250 square feet of planting area or fraction thereof;
   b. At least seventy-five (75) percent of the trees must be shade trees;
   c. A continuous hedge or a berm with native plantings, at least three (3) feet in height, must be provided; and
   d. The entire site, outside of the planting areas immediately surrounding the trees and shrubs, must contain grass or ground cover.

4.05.06 MINIMUM REQUIREMENTS FOR NON-RESIDENTIAL AND MIXED USE DEVELOPMENT

A. Minimum Landscaped Area

At least twenty (20) percent of the total gross land area of a development site shall be landscaped except within the Central Business District/ C-3 zoned and the 8th street Mixed Use (MU8)/MU-8 zoning properties where a minimum of 10% of the total gross land area shall be landscaped. New construction and landscaped areas shall be located on the site in such manner as to maximize preservation of existing trees with priority given to specimen trees. Minimum landscaped area requirements may be achieved through use planters and rooftop gardens. Planting areas which fulfill landscape design strategies located within public rights-of-way shall count towards the minimum planting area, if installed and paid for by the developer or property owner.

B. Minimum Tree Planting

Nonresidential development shall provide one (1) shade tree for each 1,500 square feet of gross site area, or fraction thereof.

4.05.07 PARKING LOT LANDSCAPING

A. Intent: It is the intent of this section to promote vehicular and pedestrian safety; limit physical site access to established points of ingress and egress; delineate and buffer the bounds of abutting vehicular use areas so that distractions of movement, noise and glare from one area do not adversely affect the activity in another area; break up large expanses of pavement; and to reduce heat island effect within the vehicular use areas of a site.

B. Off-Street Parking: All off-street parking lots with six (6) or more required parking spaces and vehicular use areas (access driveways, service drives, and loading areas) are required to include landscaping. Required parking lot landscaping shall be in addition to requirements for protection of existing trees.

C. Perimeter Landscaping:

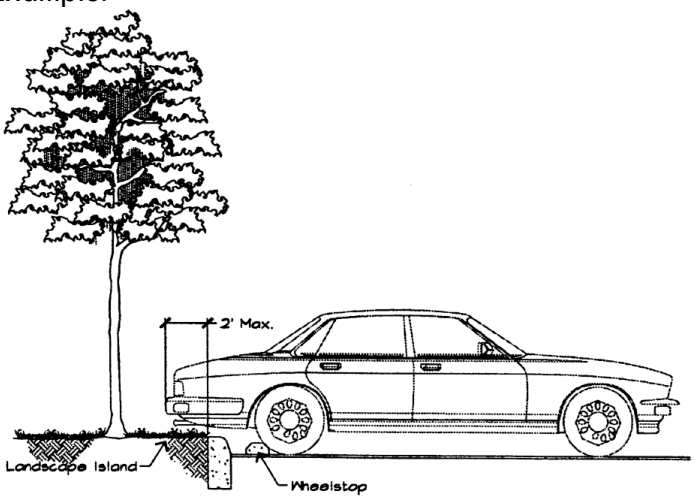
1. A landscaped area not less than ten (10) feet in width, exclusive of impervious area, using vertical layering of landscape materials shall be located around the perimeter of the parking lot in order to provide visual screening from the right-of-way. Perimeter landscape area requirements shall not apply to shared vehicular access areas or to the portion of the perimeter areas where physical interconnections exist.
2. When perimeter landscape areas are required on adjacent properties, the owners of such adjacent properties may agree to the installation of only one such landscape area on the adjacent boundary, as long as such agreement is binding on both property owners and their successors in the interest and is approved as part of the site plan review process.
3. Where the parking lot is in a side or rear yard and a buffer "C" or "D" is provided pursuant to Section 4.05.05, the buffer shall satisfy the requirement for providing landscaping between the parking lot and the abutting street.
4. Where a buffer "A" or "B" is required pursuant to Section 4.05.05, the landscaped area shall also include a continuous unbroken hedge, planted in a double-staggered row to form a solid visual screen within one (1) year of planting.
5. An access, not exceeding four (4) feet in width, may be provided through the buffer to an adjacent sidewalk public street or sidewalk.
6. Trees within the perimeter landscaped area shall be determined using a ratio of one (1) tree for each 20 linear feet of required landscape perimeter area, or

major portion thereof, with no less than 75% of said trees being shade trees. Creative design and spacing is encouraged

7. A visual screen is required within perimeter landscape areas, running the entire length of such areas excluding areas of ingress and egress. The visual screen may be provided using:
   a. Shrubs or Ornamental Grasses. Shrubs or Ornamental Grasses shall be spaced a minimum of three feet to a maximum of six feet on center dependent on the inherent growth of the species. Creative design and spacing is encouraged.
   b. Contoured berms or embankments. Contoured berms or embankments shall be a minimum of twenty-four (24) inches in height, measured from the adjacent parking surface level, at the time of planting and landscaped appropriately.
   c. Plant material must be non-deciduous for full year-round screening.

D. Interior Parking Lot Landscaping:
   1. Planting areas within parking lots and vehicular use areas shall equal not less than ten (10) percent of the gross area devoted to vehicular use. The perimeter landscaping shall not count toward meeting the required interior landscaping.
   2. Interior planting areas shall be located in tree islands, at the end of parking bays, and between rows of parking spaces. There shall be not more than ten (10) contiguous parking spaces (or twenty (20) parking spaces in a double row) between planting areas.
      a. Planting areas may also be located within driveway medians, provided the median is a minimum of twelve (12) feet wide.
      b. One (1) shade tree shall be installed for each 400 square feet of required planting area. Alternatively, a minimum of two, three-inch or three, two-inch, caliper shade trees together with other landscape material shall be planted within each required planting area. Spacing shall be no closer than fifteen (15) feet on center and no greater than eighteen (18) feet on center.
   3. Interior planting areas shall be located to effectively accommodate stormwater runoff, as well as to provide shade in large expanses of paved areas. Use of swales, vegetated filter strips, and bioretention areas (rain gardens) shall be incorporated into the overall stormwater plan, grading plan, and landscape strategy for the entire parking area. Plant species should be selected based on their ability to tolerate urban stresses such as expected pollutant loadings, highly variable soil moisture conditions, ponding water fluctuations, and Soil pH and texture.
   4. If stabilized grass parking is utilized, the parking spaces shall be delineated with parking stops and the required landscape islands with trees and stubs installed to break up rows of ten (10) consecutive parking spaces.
   5. The design of interior landscaped areas shall comply with the specifications set forth in Section 4.05.03 and 7.01.04(C).
   6. A continuous curb or other means of protection shall be provided to prevent injury to vegetation within the planting areas.
      a. Curbs shall be designed to allow percolation of water to the root systems of the plants. Where existing trees are preserved, tree wells, tree islands, or a continuous curb shall be installed to protect the trunk and root system from damage. A drainage system shall be provided within the area defined by the drip line of the tree(s).
      b. Vehicle stops or other design features shall be used to prevent parked vehicles from overhanging more than two (2) feet into any landscape area.

Example:



E. In order to allow for flexibility and creativity in design standards, hedges may be replaced or interrupted in areas which provide for a decorative wall and berms and other creative landscape features, and landscape materials may be clustered so long as the parking area remains screened from the public right-of-way and adjacent private property, as set forth in Section 4.05.12.

4.05.08 FREESTANDING SIGN LANDSCAPING

A. All monument signs shall have shrubbery or flowers planted around the perimeter of the sign. Signs shall be located so as to provide both adequate visibility from the public rights-of-way and to preserve protected trees.

B. If a freestanding sign cannot be shifted to allow the required room for perimeter plantings between the sign and the parking area without obscuring visibility to the sign, then the City shall allow a five (5) foot radius from the base of the freestanding sign in which lower accent plantings are allowed in lieu of perimeter plantings.

4.05.09 MECHANICAL EQUIPMENT SCREENING PLANTINGS

Structures such as dumpster enclosures, mechanical equipment, backflow preventers, wells, pumps, tanks, buffer walls, HVAC units, transformers, lift stations, utility cabinets, electrical panels, or cable television equipment shall be fully screened with planting beds in areas visible from the public rights-of-way.

A. The height of such screening shall be a minimum of 30 inches at the time of installation.

B. Required access ways to these utilities are exempt from the screening provisions. Other uses which require high visibility and easy access, such as fire hydrants, public and emergency telephones, mailboxes, and school bus shelters/benches, are exempt from these provisions.

4.05.10. RETENTION AND DETENTION PONDS

Stormwater retention/detention ponds are required be naturally shaped (without geometric straight sides) and must meet the following minimum requirements:

A. All wet detention ponds must incorporate a combination of aquatic and non-aquatic native plants to completely surround the perimeter to filter runoff of fertilizers, herbicides, and pesticides.

B. Wet detention ponds must incorporate, at a minimum, a littoral zone or a littoral zone alternative Per Chapter 40C-42, Florida Administrative Code.

C. At a minimum, one water-tolerant native tree per 50 linear feet of pond frontage is required. Trees may be grouped to create clusters to meet minimum requirements. A five (5) foot natural barrier is required around each tree or cluster of trees.

4.05.11. REQUIREMENTS FOR STREET TREES

A. Trees planted near the street curb line or within swales near the curb line of streets are called street trees. Trees planted in a median between traffic lanes are also called street trees. Street trees are intended to provide:
   1. Security to pedestrians crossing wide streets;
   2. A screen for drivers from headlight glare of oncoming traffic;
   3. Blockage of direct sun into the eyes of drivers, especially commuters traveling east and west;
   4. An indication of the course of the roadway in the distance; and
   5. A protective barricade to head-on collisions with out-of-control vehicles which cross into the median.

B. In all subdivisions and any other developments involving the creation of new streets, street trees shall be planted in the rights-of-way or a median, unless it is determined that a conflict exists between trees and utilities located in the rights-of-way or site distances are not incompliance with sound and generally accepted engineering practices and principles. In such cases, the street trees shall be planted outside of the rights-of-way.

C. If street trees are located to be outside of the rights-of-way, trees shall be planted no farther than five feet outside the right-of-way line, and shall be perpetually maintained. Street plantings shall be in accordance with minimum planting standards.

D. Buffer plantings consistent with LDC Section 4.05.12 (E) – (G) shall be established to surround new residential subdivisions.

E. Street trees planted to meet requirements of this section must be shade trees, and shall be planted at a rate of one (1) tree for every 50 feet of site/lot frontage along the right-of-way or every 30 feet on center in medians. If planted medians and/or cul-de-sac islands are provided with trees, street trees along the outside of the roadway are not required. Use of understory trees are permitted in lieu of shade trees as determined to be practical because of overhead utility lines or other infrastructure conflicts, may be permitted at a rate of one (1) tree for every 25 feet of site/lot frontage along the right-of-way. Preserved or retained trees on-site shall count towards satisfying this requirement in newly established residential subdivisions.

F. A root barrier shall be installed for all street trees to avoid future root conflicts.

G. A majority of the property owners abutting any street may request the establishment of an arbor street. An arbor street is one determined by the City to be suitable for extensive planting of street trees. Requests shall be writing and submitted to the City. Required information includes:
   1. Designation of the areas proposed for street trees on a planting plan;
   2. Agreement from property owners for trees to be planted adjacent to or on their properties; and
   3. Commitment from property owners to provide care and maintenance of the street trees.

H. Trimming of street trees by adjacent property owners is permitted, provided that all work adheres to International Society of Arboriculture (ISA) standards and no more than 20% of the tree canopy is removed within a one (1) - year period. No trees authorized pursuant to the arbor street agreement shall be removed without obtaining a tree removal permit, according to the requirements of Chapter 11.

4.05.12. BUFFER REQUIREMENTS

A. The use of properly landscaped and maintained buffer areas can reduce the potential incompatibility of adjacent land uses, maintain open space, protect established residential neighborhoods, and enhance community identity. In order to minimize negative effects between adjacent zoning districts, this section requires a landscaped buffer area to be provided. The separation of land uses and the provision of landscaping along public rights-of-way through a buffer are designed to minimize potential nuisances, and to enhance community beautification.

B. Four (4) types of buffers are provided, as set forth in Table 4.05.12(B).

Table 4.05.12 (B). Types and Plant Requirements for Buffers

Buffer Type	Minimum Width (ft.)	Required Plants per 100 Linear Feet of Property Line
A	10	Two (2) understory trees
B	15	Four (4) understory trees
C	15	Two (2) shade trees Four (4) understory trees Continuous unbroken hedge, planted in a double-staggered row to form a solid visual screen within one (1) year of planting
D	20	Four (4) shade trees Four (4) understory trees A continuous unbroken hedge, planted in a double-staggered row to form a solid visual screen within one (1) year of planting. Retention of native trees and vegetation which meet this requirement shall be considered as part of the buffer.

C. A buffer shall be required between zoning districts according to the standards set forth in Table 4.05.12 (C). The existence of a road along a property boundary shall not be construed as meeting any part of the buffer requirement, nor as relieving the applicant from providing the required buffer.

Table 4.05.12. (C). Buffer Requirements between Zoning Districts.

	ADJACENT ZONING DISTRICT																
Zoning District of Proposed Development	**R-E**	**R1-G**	**R-1**	**R-2**	**R-3**	**OT-1**	**OT-2**	**MU-1**	**C-1**	**C-2**	**C-3**	**I-1**	**IA**	**I-W**	**W-1**	**PI-1**	**CON**
R-E	No Buffer Required																
R1-G	No Buffer Required																
R-1	No Buffer Required																
RLM	No Buffer Required																
R-2	No Buffer Required																
R-3	A	A	A	A	N	N	N	A	N	N	N	B	B	B	B	N	N
OT-1	N	N	N	N	N	N	N	A	N	N	N	B	B	B	B	N	N
OT-2	N	N	N	N	N	N	N	A	N	N	N	B	B	B	B	N	N
MU-1	B	B	B	B	A	A	N	N	N	A	A	B	B	C	C	A	N
C-1	C	C	C	C	B	B	B	A	N	N	N	B	B	B	B	N	N
C-2	C	C	C	C	B	B	B	B	N	N	N	B	B	B	B	N	N
C-3	C	C	C	C	B	B	B	B	N	N	N	A	A	A	A	N	N
I-1 Downtown	N	N	N	A	N	N	N	A	N	A	A	N	N	N	N	N	N
I-A Airport	D	D	D	D	D	D	D	D	D	D	D	D	N	D	D	D	N
I-1 Mills	D	D	D	D	D	D	D	D	D	D	D	N	N	N	N	N	N
I-W	D	D	D	D	D	D	D	D	D	C	C	N	N	N	N	C	N
W-1	See Specific Standards in Section 8.01.02																
PI-1	C	C	C	C	B	B	B	A	N	N	N	B	B	B	B	N	N
CON	No Buffer Required																
REC	No Buffer Required																

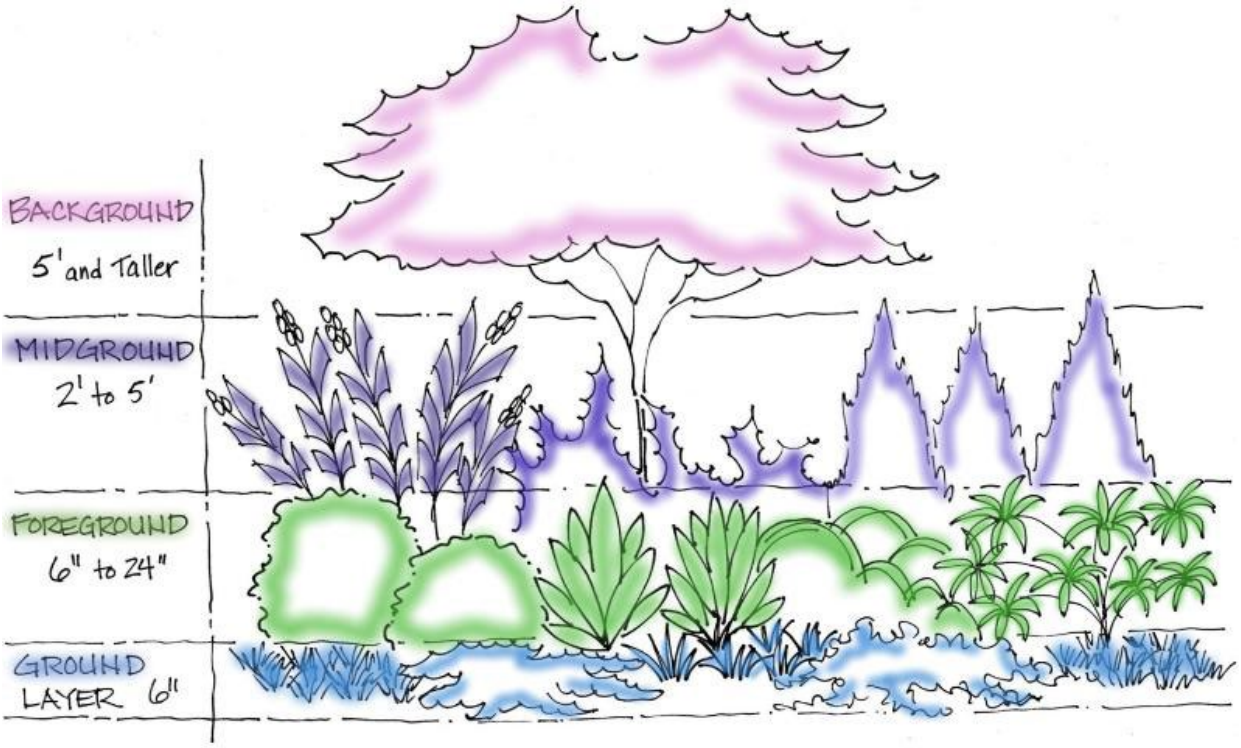
N = No buffer required

D. Properties abutting the Amelia Island Parkway are required to maintain a 15-foot landscaped buffer. The area between preserved and planted trees can be supplemented with native or naturalized shrubs to provide screening adjacent to any parking areas.

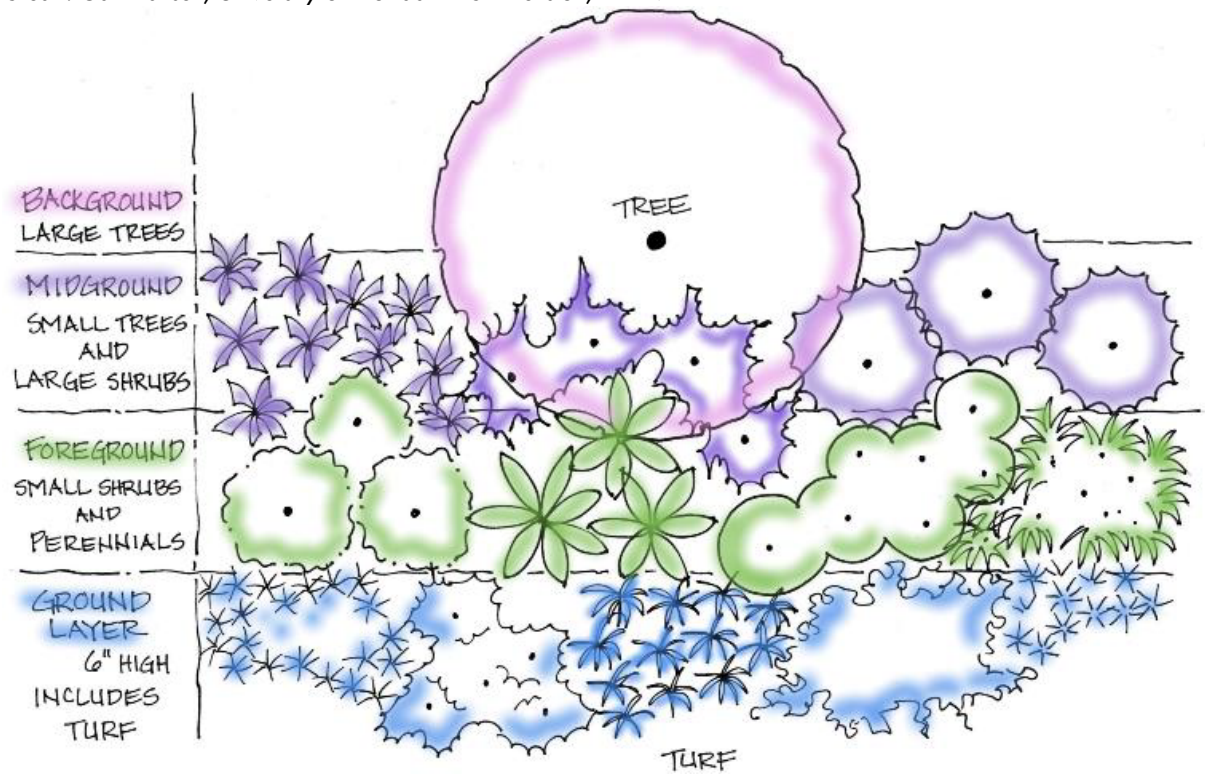
E. As subject to Comprehensive plan policy 5P.03.02, the Ocean Highway and Port Authority is required to maintain a 30-foot landscaped buffer between port property lines and the adjoining Downtown Historic District properties.

F. Buffer plantings are required to create vertical layers of plant material in repeating patterns. The examples provided describe vertical layering of plants in the landscape through staggered heights, with low plants in the front interconnecting plant massing layers with taller plants in the back.

Examples:



Credit: Gail Hansen, University of Florida IFAS Extension, EP449



Credit: Gail Hansen, University of Florida IFAS Extension, EP449

G. A fence or wall included in a buffer screen shall be constructed with the side of the fence or wall with the finished appearance facing the use of lesser intensity or rights-of-way.

H. An opening through a buffer area may be provided to facilitate pedestrian or vehicular traffic between developments.

I. Permitted use of buffer area

1. A buffer may be used for passive recreation and picnic facilities. It may contain pedestrian paths or bike trails, provided that the path or trail is not paved. These paths may cross a required continuous hedge provided that openings to allow such crossing points shall be a maximum of six (6) feet in width and shall be spaced not less than 100 feet apart.
2. Except along the Amelia Island Parkway, a buffer may incorporate water resources including stormwater detention/retention facilities. However, a minimum of ten (10) feet width of the buffer shall be preserved as a planting area without stormwater facilities.
3. Ingress and egress to the proposed development and utilities may cross the buffer provided they minimize the amount of buffer devoted to this use. Ingress and egress shall not be subtracted from the linear dimensions used to determine the minimum amount of landscaping required.
4. The buffer area may be included as part of the calculation of any required open space or as part of the required front, side, or rear yard.
5. Identification signs as specifically allowable pursuant to Section 5.03.00.
6. Except along the Amelia Island Parkway, street lighting may be incorporated in to the buffer area.

J. Prohibited use of buffer area.

A buffer area shall not be used for any building, parking, storage, or loading area.

4.05.13 HARDSHIP RELIEF

A. Where a landowner is unduly burdened by the strict application of this chapter, said landowner may apply in writing to the community development department director for hardship relief.

4.05.14 TREE PROTECTION REQUIREMENTS

A. Intent:

The intent of this section is to provide standards and regulations to ensure a minimum number of trees on any lot or parcel, protect and preserve native tree species, protect and preserve the natural landscape, foster and encourage maintenance of natural vegetation, and minimize loss of trees to development. It is the intent of the City that:

1. There shall be no net loss of canopy within the City;
2. Preservation of the City's existing canopy is achieved by managing the impact of development and preventing unreasonable or unnecessary damage to the community's existing native tree canopy and vegetative understory;
3. The diversity of tree species indigenous to Amelia Island shall be maintained;
4. Existing mature growth native trees important to the City's tree canopy are protected and maintained to the fullest extent possible;
5. Structures and all impervious surfaces will be placed in such a way as to protect the survivability and substantial growth of the healthiest shade trees on the property;
6. The natural environment is preserved, enhanced, and restored through the protection and establishment of native trees and existing natural systems for the enjoyment of present and future populations;
7. Achieving greater energy conservation by maximizing the shading and cooling effects of existing native, healthy trees and native replacement trees;

8. The health and well-being of Fernandina Beach residents and visitors is protected by providing shade and otherwise moderating potential dangerous summer temperatures; and
9. The unique aesthetic character of the City is preserved, enhanced, or restored.

B. Permitting Requirements:

Protected Trees are any existing, healthy tree having a five (5) inch DBH, or greater and not identified on the most recent Florida Exotic Pest Plant Council Invasive Plant list (Category I or II). Tree removal permits are required for the removal of any protected tree, except as set forth below. There shall be three categories of exemptions or partial exemptions, as follows:

1. *Exemption from permit, permit fee and replacement requirements*:
   a. Trees and landscaping specifically grown as landscape material for resale by duly approved and licensed plant nurseries and botanical gardens.
   b. Damaged or hazardous trees during and for a one (1) month period following a declared disaster.
   c. Minor maintenance activities such as removal of sucker growth, water sprouts, and overhanging branches on mature trees. All work shall be performed in compliance with the current ISA Arborist standards and best practices.
2. *Exemption from fee and replacement requirements.*

   A permit shall be required for removal of the following trees, however, removal of these shall be exempt from the permit fee and replacement and replacement plan requirements of this article as follows unless the removal of such tree results in the property not achieving the City's minimum landscape standards as specified in LDC Sections 4.05.05:
   a. Any tree other than a protected or heritage tree;
   b. Trees damaged by disease, fire, windstorm, lightning, insect infestation or other acts of nature, which pose an imminent danger to life, property or other protected trees; The administrative official may require a written certification of the need to remove such a tree or trees, at the property owner's expense, from an ISA certified Arborist prior to authorizing such a removal.
   c. Removal of trees (thinning) within a forested area in order to reduce overcrowding and competition and to promote the health, growth, and resistance to stress may be permitted only when accompanied by written certification of the need to remove such tree(s) at the property owner's expense, from an ISA certified Arborist prior to authorizing such removal.
   d. Major and minor maintenance of trees located adjacent to utility lines; and
   e. Removal of trees by the City on City rights of way.
   f. The tree prevents access to a lot and no feasible alternative access points exist.
3. *Partial Exemptions from replacement requirements for site development.*

   A permit and permit fee shall be required for removal of protected trees for purposes of site development provided that mitigation requirements have been met through either on-site retention of existing healthy native trees or through the planting of replacement trees required as follows:
   a. For one- and two-family residential properties:

      Fifty percent (50%) of the total DBH of the protected trees shall be exempt from replacement. Replacement of fifty percent (50%) of the total DBH of the protected trees located within the area of the building footprint, or within five (5) feet thereof, to be constructed on the property, when such improvements have been authorized by a duly approved and issued building permit shall be required.

b. For affordable housing units, the City Manager or designee is authorized to issue an administrative waiver pursuant to the procedures set forth in Chapter 10.
c. For non-residential and mixed use or multi-family residential properties:
Fifty percent (50%) of the total DBH of the protected trees shall be exempt from replacement. Replacement of fifty percent (50%) of the total DBH of protected trees located within the area of the impervious improvements, or within five (5) feet thereof, to be constructed on the property, when such improvements have been authorized by a duly approved and issued building permit shall be required.

C. Tree Survey or Inventory:
All protected trees shall be shown on a tree survey or a tree inventory prepared by a certified arborist, submitted with an application for a tree removal permit or with an application for development approval as set forth in Chapter 11.

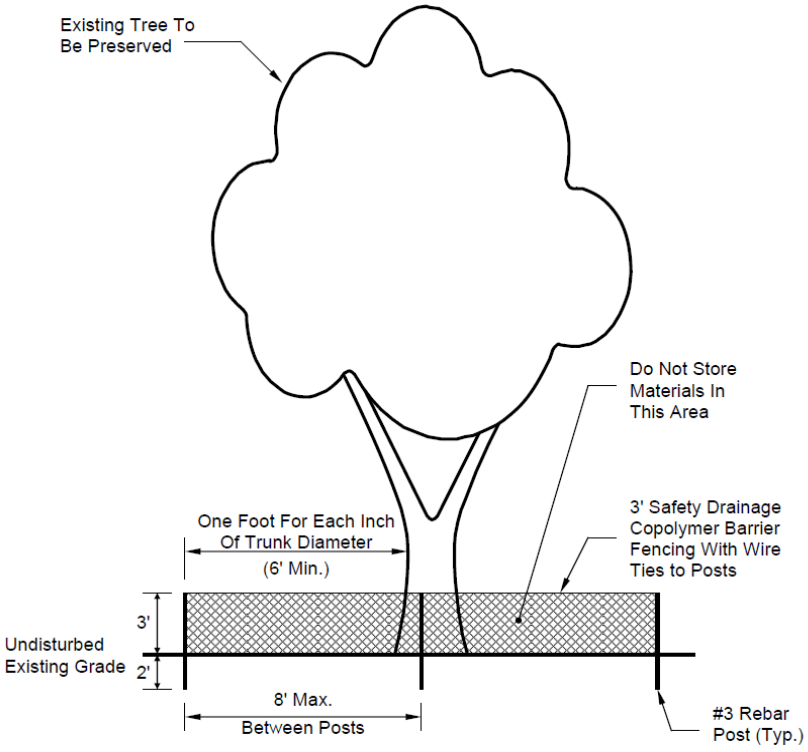
D. Replacement trees Requirements:
1. When authorization has been granted to remove protected trees, replacement trees shall be planted. The combined DBH of replacement trees shall equal or exceed the combined DBH of trees authorized for removal subject to any preservation credits available from the retention of protected trees on the site. Preservation credits are set forth in Section 4.05.14 (E)(5).
2. Replacement trees shall meet the standards set forth in Section 4.05.03, and shall be balled and burlapped or container-grown.
3. Protected trees authorized for removal may be relocated to locations compliant with the specifications set forth in Section 4.05.03 and approved by the City Manager or designee.
4. An applicant shall be permitted to pay a fee to the City Tree Replacement Fund for up to fifty (50) percent of the cumulative DBH of protected trees removed, less the credits accumulated from preservation of trees on the site. The fee will be set by resolution of the City Commission and will be based on the average cost for the City to replace the tree with the same species, excluding invasive species, the fiscal year in which the permit is issued.

E. Protection of Trees During Development Activities:
1. Protective measures are required during site development in order to assure the health and survival of protected trees. Storage of construction materials or fill dirt is expressly prohibited within the tree protection area.
Protective measures are required to avoid:
a. Mechanical injuries to roots, trunk, and branches;
b. Injuries by chemical poisoning;
c. Injuries by grade changes;
d. Injuries by excavations; and
e. Injuries by paving.
2. A tree protection zone shall be established around each protected tree(s) as follows:
a. If the drip line is less than six (6) feet from the trunk of the tree, the zone shall be that area within a radius of six (6) feet around the tree.
b. If the drip line is more than six (6) feet from the trunk of the tree, but less than twenty (20) feet, the zone shall be that area within a radius of the full drip line around the tree.
c. If the drip line is twenty (20) feet or more from the trunk of the tree, the zone shall be that area within a radius of twenty (20) feet around the tree.

d. Prior to commencement of construction, the tree protection area shall be enclosed and installed as required in the detail provided and described herein. An approved inspection of the tree protection area by a Certified Arborist, contracted to and selected and managed by the City, must be completed prior to all site clearing activity. For all subdivision projects and non-residential projects, a Certified Arborist is required to be present for clearing activities and must provide an affidavit attesting to compliance of tree removal permits and installation of protective fencing once clearing activities are complete. The tree protection barricade shall be at least three (3) feet tall. The barrier shall consist of either a wood fence with 2x4 posts placed at a maximum of eight (8) feet apart, with a 2x4 minimum top rail, or a temporary wire mesh fence, chain link or other similar barrier which limits access to the protected area. The fence must remain in place through the duration of construction activities. Beyond the dripline of the canopy, a 3" mulch bed shall be established to avoid compaction from heavy machinery. Trenching close to a preserved tree on-site must be done by hand or air spading only. Preserved trees that may have root impacts resulting from the surrounding development shall be handled through hand cut root pruning practices only. Root ripping equipment is not permitted.

e. An exception shall be granted if the required protection zone prohibits access to the site. Consultation with a certified arborist is required to determine a proper access plan and provide measures to ensure protection of the tree during construction activities.

Example:



3. All development activities, except those specifically permitted by Section 4.05.14(E)(4), shall be prohibited within the tree protection zone, including any construction of buildings, structures, paving surfaces, stormwater retention or

detention ponds, and temporary construction activities, including all digging, storage of construction material, and parking of construction vehicles.

4. Permitted activities within the tree protection zone:
   a. Excavating or trenching by utilities service providers for installation of underground utilities. Underground utilities shall be no closer to the tree than ten (10) feet.
   b. Placement of sod or other ground covers, and the preparation of the ground surface for such covers.
5. The root systems of protected trees shall be preserved when installing fences and walls. Postholes and trenches located close to trees shall be dug and adjusted as necessary to avoid damage to major roots. Continuous footers for masonry walls shall be ended at the point larger roots are encountered and the roots bridged.
6. In order to control air and water pollution from dust from traveling across the landscape, a detailed and site specific plan for dust control measures is required. Control measures may include, but are not limited to: sprinkling or irrigation, vegetative cover, mulch, wind breaks, or soil treatments.

F. Abused Trees:

Abused trees shall not be counted toward fulfilling tree replacement or preservation requirements. The City may require the abused trees to be replaced and are subject to penalties provided for in LDC section 11.08.04. A tree shall be considered abused if one (1) or more the following actions have taken place:

1. Significant damage has been inflicted upon any part of a tree, including the root system by machinery, storage of materials, soil compaction, excavation, vehicle accidents, chemical application, or change to the natural grade;
2. Damage inflicted to or cutting upon a tree which causes infection or pest infestation;
3. Pruning any tree to permanently reduce the function of the tree or cause it to go into shock;
4. Pruning a tree to destroy its natural shape;
5. Hatracking;
6. Removal of bark which is detrimental to the tree;
7. Tears and splitting of limb ends or peeling and stripping of bark;
8. Use of climbing spikes, or cutting into the tree for the purposes of climbing on any species of tree for any purpose other than total removal, except as the same may be required to comply with federal, state or local laws and regulations, including, but not limited to, the Occupational Safety and Health Act; and
9. Girdling a tree with the use of wires (e.g., use of weed eater, mower damage, or improper cabling around branches).

4.05.15 HERITAGE TREES

A heritage tree is a tree designated by the City as irreplaceable due to its size, age, and its historic, aesthetic, or cultural significance.

1. Designation Criteria

To be designated a heritage tree; the following criteria must be met:

A. The tree must be indigenous to the region.
B. The tree must be in apparently healthy growing condition
C. The tree must have a DBH of at least 36" and;
D. The tree must possess significance by meeting one or more of the following criteria:
   1. The tree has a documented association with a historical figure, property, or significant historical event.
   2. The tree is associated with a historic landmark or site as defined in this LDC.
   3. The tree was planted as a commemorative, memorial or tribute;
   4. The tree was planted during a particularly significant historical era.
   5. The tree is distinctive due to a functional or aesthetic relationship to a natural resource, such as trees located along stream banks or trees located along dune or ridge lines
   6. The tree is of exceptional or unique architecture.
   7. The tree is identified by the city as having significant arboricultural or horticultural value to the citizens of the city.
   8. The tree is identified as playing a significant role in the landscape or architecture of a specific location.

2. Categories

There shall be 2 categories of heritage trees: Designated Heritage Tree and Protected Heritage Tree

A. *Designated Heritage Tree (Private Property):* The City shall provide the following incentives to encourage private property owners (Owner) to preserve and protect Designated Heritage Trees.
   1. The City may provide to the Owner recommendations regarding the proper care and maintenance of a Designated Heritage Tree.
   2. The City shall provide aid in the evaluation of a Designated Heritage Tree every four years. The evaluation shall be conducted by City staff and an International Society of Arboriculture (ISA) Standards certified arborist for the purposes of determining health and wellness of the tree, evaluating and diagnosing potential biotic or abiotic disorders and recommending appropriate treatments. The City shall pay 25% of the reasonable costs of this evaluation and findings shall be provided to both parties.
   3. A Designated Heritage Tree may be pruned by the Owner. The Owner is encouraged to trim a Designated Heritage Tree in accordance with ISA standards so the pruning does not reduce the tree's height or crown diameter, such that it alters the tree's general appearance, increase the tree's susceptibility to insects or disease, or otherwise increase its risk of mortality. Upon request, the City or a qualified designee will consult with the Owner regarding acceptable pruning methods and techniques.
   4. If considering removal or actions which result in damage of a Designated Heritage Tree, the City will, upon request, consult with the Owner regarding possible alternatives to address the condition(s) necessitating remove or potential damage to the tree.
B. *Protected Heritage Tree:* A Protected Heritage Tree is any Designated Heritage Tree located on public property or one located on private property where the

property owner (Owner) has encumbered his/her property with an instrument provided by the City and recorded by the Owner with the County of Nassau. The purpose of the instrument is to inform future Owners that the property contains a Designated Heritage Tree. The recorded instrument shall reference the City of Fernandina Beach Heritage Tree Program and include a statement that prior approval is required by the Owner from the City of Fernandina Beach for any act that may result in potential damage or removal of the Protected Heritage Tree. Such tree shall be classified as a Protected Heritage Tree. Said instrument cannot be revoked without consent of the Fernandina Beach City Commission. In cases where the proposed Protected Heritage Tree is located on or near the property line, the Owners of both properties must be in agreement as to the designation of the tree as a Protected Heritage Tree.

3. **Incentives or Benefits**

The following are incentives or benefits, in addition to those listed under Designated Heritage Tree (Private Property), above, bestowed upon the Owners of those trees designated as Protected Heritage Trees. The owner of a Protected Heritage Tree is eligible for percent matching funds from the City of Fernandina Beach Tree Trust Fund relating to proper care and maintenance of a Protected Heritage Tree. Matching funds may be applied for the following:

A. Removing diseased or insect-infested wood, removing broken or damaged limbs and by engaging in regular maintenance pruning to promote continued vigor of the tree under advisement by an ISA certified Arborist. Pruning of a Protected Heritage Tree every five years to ISA standards. The City shall pay 25% of the reasonable costs for pruning of a Protected Heritage Tree, as determined by the City Manager or designee.

B. Evaluation of a Protected Heritage Tree every 3-4 years or in emergency situations as deemed by the City Manager. The City shall pay 100% of the reasonable costs for an evaluation by an ISA certified Arborist for the purposes of determining health and wellness of the tree, evaluating and diagnosing potential biotic or abiotic disorders and recommending appropriate treatments.

1. Treatment of a Protected Heritage Tree as necessary. The City shall pay 25% of the reasonable costs of applying treatments or other remedial actions necessary to maintain the health of a Protected Heritage tree, manage pests or complete other Plant Health Care (PHC) relating to the Protected Heritage Tree.
2. A heritage tree shall not be removed except by specific authorization from the City Commission.
3. Any person, who owns, controls, has custody or possession of any real property within the city shall maintain and preserve all heritage trees located thereon in a state of good. Failure to do so shall constitute a violation of this section.
4. No person shall willfully damage, injure, destroy, move or remove a heritage tree except pursuant to the terms and conditions of a permit granted pursuant to this article.

4. **Construction/grading activity**

Any owner or person who conducts any grading or construction activity on property shall do so in such a manner as to not threaten the health or viability or cause the removal of any heritage tree. The City Manager or designee may impose conditions on any development permit to require construction fencing and/or the use of protective grading methods to assure compliance with this section. In addition to said conditions, the following shall apply:

A. Except as otherwise provided in this section, excavation adjacent to any heritage tree shall not be permitted where material damage to the root system may result. When proposed developments encroach into the drip line of any heritage tree, special construction techniques to allow the roots to breathe and obtain water may be required as a condition(s) to the approval of any application for a building, zoning permit or removal permit.
B. The existing ground surface within the drip line of any heritage tree shall not be cut, filled, compacted or pared except for existing, permitted encroachments such as sidewalks or as otherwise expressly approved by the City Manager or designee pursuant to an approved arborist's report. Tree wells may be used where advisable.

5. Nominations

Any citizen, property owner, or City official may nominate a tree to be designated as a heritage tree. Nominations must be accompanied with permission from the property owner where the tree stands. Consideration of the nomination shall follow the procedures set forth in Chapter 11.

6. Recognition

Every designated heritage tree may be permanently marked identifying it as such and advising that unauthorized removal will result in a fine as stated in Section 11.08.04. The requirement to permanently mark each designated heritage tree is advisory only and not a legislated mandate. Failure of the City to mark such tree shall not adversely impact the City in enforcing the provisions of this section.

4.05.16 TREE FUND

In support of the City's commitment to tree protection, the continued health of its mature canopy, and to grow the urban forest, the City Manager must establish within the operating budget of the City a special account that includes all funds derived from donations, Tree Removal penalties or fines, and all fees collected from the issuance of tree removal permits into the special fund. The special account may also include funds derived from violations of landscape requirements. Funds in the special account must only be spent for the following activities:

- Heritage Tree nomination, inspection, and protection measures;
- Relocation of protected trees;
- Monitoring and special treatment (such as cabling or root injections) of protected trees within City Rights-of-way and public lands:
- Up to 1/3 of the salary of a City Employee serving as the Urban Forester/City Arborist;
- The salary of a seasonal intern;
- Purchase of replacement trees and supplies including irrigation to support newly installed trees within the City;
- Education and outreach materials about trees;
- Equipment required to support new or replacement trees; and
- Staff and volunteer training activities.

The special fund will not be used to defer costs of routine maintenance activities (such as pruning or pesticide application) supporting City trees beyond two (2) years following their initial installation.



CHAPTER 5

ACCESSORY AND TEMPORARY USES AND STRUCTURES

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5.00.00 GENERALLY

It is the purpose of this chapter is to regulate the design, construction, and use of accessory structures, the construction and use of temporary structures, and the design and construction of signs in order to ensure that they are not harmful either aesthetically or physically to residents and surrounding areas.

5.01.00 ACCESSORY USES AND STRUCTURES

5.01.01 Generally

It is the purpose of this section to set forth standards for the design, installation, configuration, and use of accessory structures, and the establishment of accessory uses in existing structures.

5.01.02 Home Occupations

A. It is the purpose of this section to establish regulations to protect the residential areas of the City and ensure that allowable home occupations are conducted in a manner that avoids or minimizes negative impact to neighbors.
B. A home occupation is permissible in a lawfully established dwelling unit in any residential zoning district. Home occupations shall meet the standards set forth in this section.
C. The following and similar uses are permissible as home occupations:
    1. Art studio;
    2. Dressmaking or tailoring;
    3. Personal services, such as barber, beautician, nail technician, massage therapist, and the like, provided that the services are provided to one (1) client at any one (1) time;
    4. Office for the professions or consultants, such as architecture, insurance, engineering, planning, law, accounting, or real estate;
    5. Office for persons involved in businesses conducted at other locations, such as construction trades, sales, or manufacturing representative;
    6. Teaching or tutoring, including musical instruments or dance, when limited to one (1) pupil at a time;
    7. Child care for four (4) or fewer children at any time; and
    8. Home school for family members residing on the premises.
D. Home occupations shall be conducted in accordance with the following standards:
    1. Home occupations shall be limited to immediate family members residing within the dwelling and who make the dwelling their primary place of residence. Nonresident employees shall be prohibited;
    2. The use of the dwelling unit for the home occupation shall be incidental and subordinate to the use for residential purposes by the occupants;
    3. There shall be no outdoor display of business goods, business materials, business supplies, or business equipment visible from any street;
    4. No more than twenty (20) percent of the gross heated and air conditioned floor area of the dwelling unit shall be used in the conduct of the home occupation;
    5. There shall be no structural alterations to the interior of the dwelling to accommodate a home occupation, which would reduce the area for residential use to less than eighty (80) percent of the interior space of the dwelling;
    6. There shall be no structural additions, enlargements, or exterior alterations changing the residential appearance of the dwelling or the lot, or other visible indications of the conduct of the home occupation;
    7. There shall be no additional or separate entrance to the dwelling for the purpose of conducting the home occupation;

8. There shall be no internal or external alterations, construction features, or use of electrical or mechanical equipment, which would change the fire rating of the structure;
9. There shall be no business equipment or process used in the home occupation which creates noise, vibration, glare, smoke, fumes, odors, or electrical interference detectable to the normal senses at any point beyond the lot line;
10. There shall be no business electrical or business mechanical equipment utilized in the home occupation which will create any visual or audible interference with radio or television reception or which will cause fluctuations in line voltage off the premises;
11. The home occupation shall not involve the use of commercial vehicles for delivery of materials to or from the premises other than vehicles normally associated with residential home delivery (i.e., postal or parcel delivery service vehicles);
12. There shall be no overnight parking of commercial vehicles, except as set forth in Section 7.01.05;
13. No signs are permissible, other than an occupant sign permissible as set forth in Table 5.03.06 (A);
14. No work shall be conducted within any attached or detached garage. This prohibition shall not be construed to prevent a home occupation in a lawful accessory dwelling. Limited storage may be allowed in any attached or detached garage provided such storage does not create a nuisance or prevent the utilization of the garage for parking motor vehicles;
15. The home occupation shall not interfere with the delivery of utilities or other services to the neighborhood in which the principal residential dwelling is located;
16. No traffic shall be generated by the home occupation in greater volume than would normally be expected in a residential neighborhood;
17. There shall be no on-street parking space associated with the home occupation;
18. No toxic, explosive, flammable, radioactive, or other hazardous materials in greater quantities than for ordinary household use shall be used, sold, or stored on the site of the home occupation. However, materials common to ordinary household use are permitted, provided the quantity of the material does not exceed that found in an ordinary household;
19. No visitors in conjunction with the home occupation (clients, patrons, pupils, or sales persons) shall be permitted between the hours of 7:00 p.m. and 8:00 a.m.;
20. A home occupation shall be subject to all applicable City occupational licenses and other business taxes; and
21. If any home occupation requires a license or permit from the State or agency thereof, the applicant for a home occupation permit shall provide a current, valid copy of any such permit or license with the application for approval of the home occupation. The license or permit from the State or any agency thereof shall be kept active and current and a duplicate copy shall be filed with the City at the time of all subsequent renewals.

E. Failure to continuously comply will all provisions of this section and all other provisions of the LDC applicable to home occupations generally, and all conditions of any permit or license issued by the State or any agency thereof, shall be grounds for revocation of the occupational license by the City.

5.01.03 All Accessory Structures

A. There must be a permitted principal structure in full compliance with all development standards and requirements of this LDC prior to issuance of a permit for an accessory structure. This provision shall not be construed to prohibit the establishment of an accessory structure simultaneously with the establishment of a permitted principal structure.
B. Permissible accessory uses by zoning district are identified in Table 2.03.03.
C. There must be no more than one (1) detached accessory dwelling unit and not more than a total of two (2) other detached accessory buildings on a lot.
D. An accessory structure must not be located within or partially within any public right-of-way.
E. Accessory structures must be shown on any site plan with full supporting documents as required by this LDC.
F. Accessory structures must be included in all calculations of impervious surface and stormwater runoff requirements.
G. Accessory structures must not be located in any required buffer, landscape area, or stormwater management area.
H. A detached accessory building in a residential zoning district must be set back from the front lot line a minimum of 25 feet, from the side lot line a minimum of three (3) feet, and from the rear lot line a minimum of three (3) feet, except within the C-3 zoning district whereby the building standards set forth in Section 4.02.03(E) shall apply.
I. A detached accessory building must not exceed twenty-five (25) feet in height or exceed a maximum building footprint of 625ft^2.
J. Connection of an accessory structure to a principal structure may be permissible if the connection is non-conditioned, unenclosed, and meets all principal structure setback requirements. A half wall, knee wall, or railings may be permitted as part of the connection.

5.01.04 Accessory Dwellings Units (ADU)

A. Accessory dwelling units (ADU) shall not count towards density. Long-term rental (31 days or more) is permissible when the property upon which the ADU is located receives a homestead exemption from the Nassau County, Florida Property Appraiser. Per the City's Comprehensive Plan policy 1.06.05, detached accessory dwelling units shall be permissible in all residential areas in compliance with the following standards:
    1. The total floor area of the detached accessory dwelling unit shall not exceed 625 square feet;
    2. The maximum height for a detached accessory dwelling unit located as a freestanding building or an apartment over a detached garage shall not exceed twenty-five (25) feet, measured from the approved finished grade to the highest point on the structure;
    3. A detached accessory dwelling unit shall be located only within a rear yard as established by Section 4.02.03; and
    4. An accessory dwelling unit shall comply with all standards set forth in Section 5.01.03.
B. An accessory dwelling is permissible in the I-1 or I-A zoning districts within a building which has as its principal use industrial or commercial uses. The accessory dwelling shall comply with the following standards:
    1. The total floor area shall not exceed 625 square feet, and only one accessory dwelling is permitted per lot of record or business, whichever is more restrictive;
    2. The accessory dwelling shall be provided solely for the occupancy by the owner, the manager, or an employee of the business which is the principal use;

3. The accessory dwelling shall not have a separate water or electric meter from the business it serves;
4. Parking for the accessory dwelling may be shared with the business it serves;
5. The accessory dwelling shall not have a separate exterior entrance from the business entrance.

B. An accessory dwelling is permissible in the OT-1 or OT-2 zoning districts subject to the standards in Section 8.01.01.02(C).

5.01.05 Agricultural Structures

Agricultural structures including barns, stables, corrals, and facilities for farm animals and livestock are permissible in the R-E district as an accessory use.

A. Agricultural structures are subject to the standards shown in the following table:

Table 5.01.05(A). Standards for Barns, Stables, and Facilities for Livestock

Development Feature	Standard
Animals allowed	Farm animals and livestock
Minimum land area	1 acre; the total land area shall be sufficient for the proposed number of animals, based on acceptable Animal Husbandry practices
Minimum setback for accessory buildings or structures	200 feet from lots zoned R-1, RLM, R-2, R-3, OT-1, OT-2, or MU-1
Minimum setback for outdoor tracks and exercise yards	250 feet from lots zoned R-1, RLM, R-2, R-3, OT-1, OT-2, or MU-1
Maximum floor area for a barn	Exempt from the requirements set forth in Section 5.01.03(C), (J) and (K)
Outdoor tracks, exercise yards, and corrals	Odor and pest control required, based on acceptable Animal Husbandry practices
Fences	The lot shall have perimeter fencing, at least 6 feet in height and not more than 8 feet in height. Any outdoor track and each exercise yard shall be separately fenced.

B. No animal having a disease harmful to humans shall be kept on the premises.

5.01.06 Docks and Other Waterfront Structures

The following types of structures are permissible, provided that a permit or exemption from permitting has been granted by the FDEP or the USACOE, as applicable:

A. Docks;
B. Piers;
C. Seawalls;
D. Jetties;
E. Wharves;
F. Boat ramps;
G. Boardwalks; and
H. Boathouses.

5.01.07 Dumpsters

A. Dumpsters must be screened with a solid masonry wall, vinyl or wooden fence. Dumpster enclosures within the historic districts must comply with LDC Section

8.01.01.01. The fence must be a minimum of six (6) feet and a maximum of eight (8) feet in height. I-2 zoned properties are exempt.

B. Double-staggered shrubs must be installed around the perimeter, except for the gate, of the wall or fence to form a continuous hedge. Plant materials must meet the requirements set forth in Section 4.05.03.
C. A gate must be provided for access.
D. Where possible, dumpsters must be sited to not be visible from the public right-of-way.
E. Dumpsters must be located on a paved surface of sufficient size to accommodate the dumpster.
F. The dumpster location must be easily accessible for pick-up.
G. Dumpsters must be located to the rear or side of the principal building. A location in the front of the principal building may be permissible only where side and rear yard locations cannot provide adequate access for pick-up.
H. Dumpsters must not be located within any required buffer area, required landscaped area, required parking lot landscaping, or stormwater management area.

5.01.08 Storage Buildings, Sheds, Utility Buildings, and Greenhouses

A. Storage buildings, sheds, utility buildings, and greenhouses shall not be located within any easement.
B. Storage buildings, sheds, utility buildings, and greenhouses that are used for industrial storage of hazardous, incendiary, noxious, or pernicious materials shall be located a minimum of 200 feet from any property line.

5.01.09 Outside Storage

A. Outside storage involving machinery and equipment, service areas for vehicles in need of major service or repair, materials for construction or distribution is permissible only in the C-2, I-1, and I-A zoning districts. Construction materials permissible in this category are limited to lumber, garden supplies and equipment, plumbing supplies, and similar materials. Machinery and equipment do not include heavy construction machinery, heavy construction vehicles, and heavy construction equipment.
B. Outside storage involving machinery and equipment for agricultural support is permissible only in the RE, I-1, and I-A zoning districts.
C. Outside storage shall be located only within a rear yard.
D. Outside storage shall be fully screened from view from adjacent residentially zoned districts, from adjacent office areas, and from public right-of-way by a fence, wall, or landscaping. Where landscaping is proposed as screening, a buffer "D" shall be required as set forth in Section 4.05.05. Where a fence or wall is proposed, the fence or wall shall be solid, wooden, or masonry; a minimum of six (6) feet in height; and a maximum of eight (8) feet in height.
E. Stored materials shall not exceed the height of the fence.
F. Outside storage of parts and materials and associated service areas or work activity areas shall be maintained in a neat and orderly manner.
G. Outside storage shall be limited to a maximum of twenty-five (25) percent of the building area of the site.

5.01.10 Fences and Walls

A. The maximum height of fences and walls must be as set forth in Table 5.01.10(A), except where otherwise provided in this LDC.

Table 5.01.10(A). Maximum Height of Fences and Walls

Measurement: The height measurement of fences and walls is taken from 2" above the natural topography to the top of the fence panel, picket, or wall. Support posts or columns cannot exceed 6" above the top of the fence panel, picket or wall.

Zoning District	Location	Maximum Height
RE, R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Front yard, measured from the required front yard setback line to the front property line	4 feet
RE, R1-G R-1, RLM, R-2, R-3, OT-1, OT-2, MU-1	Side yard, measured from the required front yard setback line to the required rear yard setback line Rear yard, measured from the required rear yard setback line to the rear property line	6 feet 6 feet
C-1, C-2, C-3, MU-8, PI-1 & W-1	All locations	8 feet
I-1, I-2, I-A, I-W, REC & CON	All locations	12 feet

B. Where walls or fences are proposed to be located on a common property line, the written consent of adjacent property owners is required.

C. Property lines must be established by a survey prepared by a surveyor licensed in Florida not more than two (2) years prior to the date of the application for a permit to install or construct a fence.

D. Horizontal and vertical support posts must be placed facing the inside of the fenced area, except where the fence is designed such that both sides are finished with alternating vertical fence support.

E. Electrified fences are prohibited.

F. The use of barbed wire, razor wire, or the like for fencing is permissible only in the I-1, I-2, I-A, and PI-1 zoning districts.

G. Permissible barbed wire or razor wire must be six (6) feet or more above the ground level an turned inward. No encroachment of outward facing barbed wire or razor wire fence beyond the property line is permissible.

5.01.11 Swimming Pools and Pool Enclosures

A. All pools must provide fencing or enclosures in compliance with the requirements of the Florida Building Code.

B. A screen enclosure may be installed instead of, or in addition to, a fence or wall, provided that the screen enclosure meets all the following requirements:

1. A pool screen enclosure must be set back from the side lot line a minimum of three (3) feet;
2. A pool screen enclosure must not be closer than three (3) feet to the rear lot line and shall not be required to comply with the setback from a rear lot line as set forth in Section 4.02.03(E); and

3. A pool screen enclosure must not exceed twenty-five (25) feet or the height of the principal structure, whichever is lower.

C. No overhead electric power lines can pass over any pool unless enclosed in conduit and rigidly supported, nor can any power line be nearer than ten (10) feet horizontally or vertically from the pool edge.

D. Pool equipment may be located within the side yard setback, but not closer than five (5) feet to side or rear yard lot line.

E. Lights used to illuminate any swimming pool must be shielded and directed to avoid illuminations of adjoining properties.

F. The following setback must be maintained and must be measured from the pool's edge of water to the lot line as follows:
   1. The minimum front setback must be the same as that required for a residence located on the parcel where the pool is to be constructed. However, in no case is the pool to be located closer to a front property line than the principal building is located;
   2. The minimum side setback cannot be less than seven and one half feet (7 and ½ ft) from the side lot line;
   3. The minimum rear setback cannot be less than seven and one half feet (7 and ½ ft) from the rear lot line; and
   4. In the C-2 and PI-1 zoning districts, pools that are an accessory to lodging accommodations may be located within a front yard, provided that the pool is setback at least ten (10) feet. The setback must be measured from the front property line to the outermost feature of the pool, such as the edge of the pool deck or pool enclosure.

5.02.00 TEMPORARY USES AND STRUCTURES

5.02.01 Generally

This section sets forth the regulations regarding temporary uses and structures. Permissible temporary uses and the structures associated with the temporary uses include seasonal sales, special events, temporary structures during construction activities, and model homes and sales centers. Peddlers, food peddlers, and street vendors are prohibited, except as part of an approved special event.

5.02.02 Seasonal Sales

A. Seasonal sales are periodic events for the sale of materials and goods associated with a holiday or calendar season (such as, but not limited to, Christmas trees or pumpkins in the fall.) A temporary use permit is required according to the procedures set forth in Chapter 11.

B. The area devoted to seasonal sales shall not be located on or within any required setbacks, buffers, parking spaces, parking lot aisles, driveways, fire lanes, or other traffic circulation areas.

C. Goods, tents, equipment, or materials used for the seasonal sales activity shall not be located within any right-of-way.

D. The area devoted to seasonal sales together with the goods, tents, equipment, or materials used for the seasonal sales activity shall not obstruct access or the clear visibility area established in Section 7.01.08.

E. Designated parking spaces shall be provided to support the seasonal sales activity. The required number of parking spaces is one (1) space for each 200 square feet of sales area.

F. The applicant shall ensure the provision of adequate garbage and refuse disposal.

G. The applicant shall demonstrate conformance with all applicable building, health, and other federal, State, or local laws.

5.02.03 Special Events

The following standards apply to carnivals, fairs, festivals, and similar events and activities:

A. A permit is required according to the procedures set forth in Chapter 11.
B. Peddling of goods and food by temporary vendors is permissible. The applicant shall provide details regarding the number, type, and proposed location of such temporary vendors.
C. The applicant shall ensure the provision of adequate sanitation facilities, sewage disposal, garbage and refuse disposal, potable water supply, and food service during the special event.
D. The site shall have floodlighting for the special event and parking areas, if any activities are to be offered during darkness. Lighting shall be shielded and directed to avoid direct illumination of adjacent properties. Lighting for special events near the beach shall comply with the requirements set forth in Section 3.05.02.
E. The site shall have adequate parking facilities. Parking may be on-site or off-site. Where off-site parking is provided, there shall be adequate plans for transporting or conducting patrons from the parking facilities to the special event area.
F. The applicant shall provide adequate traffic control and security in and around the special event area.
G. All stages, booths, tents, scaffoldings, or structures of any nature on, under, or within which persons may congregate, shall conform to applicable building, health, and other construction codes.
H. Refer to the City Code of Ordinances Sections 14-1, 26-66, and 26-91 for specific requirements related to the Annual Shrimp Festival.

5.02.04 Temporary Construction and Sales Offices

Certain uses and structures are allowable during construction activities. A temporary permit is required according to procedures set forth in Chapter 11.

A. No temporary buildings shall be permitted until a valid building permit has been issued for the primary construction activity on the site.
B. Temporary offices may be located on a construction site to be used for administrative functions during construction. Temporary construction offices shall have the name of the construction company printed on a sign with a maximum size of four (4) feet by eight (8) feet permanently affixed on the outside of the building.
C. A temporary building may be located on the construction site to be used as an office for sales functions, allowing for the sale, resale, or marketing of dwellings, structures, or property within the development in which it is located, or adjacent developments under the same management control. If restrooms are provided in the temporary building, the applicant shall demonstrate adequate provisions for sewage pump-out or disposal.
D. All temporary buildings, construction equipment, and construction materials shall be removed within thirty (30) days following completion of the permitted construction or expiration of the building permit, whichever occurs first.
E. The temporary sales office shall be separated by a fence from the remainder of the site where general construction is in progress.
F. Parking shall be provided to serve the administrative office, sales office, and home, according to the standards set forth in Section 7.01.04.
G. The building housing the temporary office shall meet tie down requirements for mobile structures. If restrooms are provided in the temporary building, the applicant shall demonstrate adequate provisions for sewage pump-out or disposal.

H. On-site outdoor storage of equipment and construction materials shall be allowed during the period of construction. However, stored materials shall be neatly stacked and maintained at least one (1) foot from all property lines.
I. One (1) on-site manufactured home for the use of security personnel, a caretaker, or for the temporary residence of the owner/builder may be located on the site. The applicant shall demonstrate adequate provisions for sewage pump-out or disposal.
J. Portable toilet facilities shall be provided.
K. Construction and demolition debris dumpsters are permissible. However, dumpsters shall be located at least one (1) foot from all property lines. Such dumpsters are not required to meet screening requirements set forth in Section 5.01.07.

5.02.05 Model Homes and Sales Offices

A. Model homes are permissible only in conjunction with a new residential development during the period of construction of site improvements and new homes.
B. Model homes may be erected or displayed in districts that include residential uses, provided that such models shall not be used for residential purposes, but only for display as a means to sell homes.
C. One (1) or more model homes may be established in a residential development, including planned unit developments and mixed use developments, subject to the following standards:
    1. A model home shall be located on a platted lot meeting all standards of this LDC;
    2. A model home shall be located to meet all site design standards of this LDC;
    3. A model home shall be located only on a collector or arterial street;
    4. A model home may include a sales office. Hours of sales operations shall not extend beyond 8:00 p.m.;
    5. One (1) off-street parking space shall be provided for each employee plus one (1) off-street parking space per model home. In addition, one (1) off-street parking space shall be provided for handicapped parking. These spaces shall be provided on the same lot as the model dwelling unit or on a contiguous lot within the specific project; and
    6. The number of model home units shall not exceed five (5) percent of the number of homes or lots permissible in the residential development. Fractions shall be rounded to the nearest whole number.
D. The model home shall be discontinued as a model unit and sales office when ninety (90) percent of the lots or homes in the residential development have been sold. The site shall be redesigned to comply with all site design requirements applicable to the residential development. Such redesign includes, at a minimum, removal of parking in excess of that associated with a single-family home; removal of any signs; and removal of any exterior lighting associated with the model home and sales office.

5.02.06 Movable Module Storage Units

Movable module storage units (called "storage pod") are permissible temporary structures, provided that such structures are located in compliance with the following standards:

A. A temporary use permit shall be obtained as set forth in Chapter 11.
B. The duration of the temporary use permit shall be limited to fourteen (14) days per lot per year. One (1) renewal of the temporary use permit may be granted for an additional fourteen (14) days.
C. The storage pod may be placed on a paved or unpaved surface. When the temporary use permit authorizes location of the storage pod on an unpaved surface, the permit shall be conditioned upon the requirement that grass, sod, or landscaping shall be restored after removal of the storage pod.
D. The storage pod may be placed on private property, not within the right-of-way.

E. The storage pod shall not be placed within an easement, stormwater area, or required buffer.
F. The storage pod shall be placed at least one (1) foot from any property line.
G. The storage pod shall not obstruct pedestrian access.
H. The storage pod shall not be located within the clear visibility area at street intersections as set forth in Section 7.01.08.

5.03.00 SIGNS

5.03.01 Applicability and Findings of Fact

This article applies to all signs, including advertising devices that are constructed, erected, operated, used, maintained, enlarged, illuminated or substantially altered within the city.
The city commission finds that:

1. The manner of the erection, location and maintenance of signs affects the public health, safety, morals, and welfare of the people of this community.
2. The safety of motorists, cyclists, pedestrians, other users of the public streets is affected by the number, size, location, lighting and movement of signs that divert the attention of drivers.
3. The size and location of signs may, if uncontrolled, constitute an obstacle to effective fire-fighting techniques.
4. The construction, erection and maintenance of large signs suspended from or placed on the tops of buildings, walls or other structures may constitute a direct danger to pedestrian and vehicular traffic below, especially during periods of strong winds.
5. Uncontrolled and unlimited signs may degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation and permanent economic growth.

5.03.02 Purpose and Intent

The city commission recognizes that there are persons and entities that have an interest in communicating with the public through the use of signs that serve to identify businesses and services, residences and institutions, and also to provide for expression of opinions. The City commission is also responsible for fulfilling the city's obligation to its residents and tourists to maintain a safe and aesthetically pleasing environment where signs do not create excessive visual clutter and distraction or hazards for pedestrians and vehicles; where signs do not adversely impact the residential, coastal or historic character of the city and where signs do not conflict with the natural and scenic qualities of the city. It is the intent of the city commission that the regulations contained in this article shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible to the residential, coastal and historic scale and character of the city, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the city's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, historic district and residential neighborhoods.

5.03.03 Sign Permits Required

A. It shall be unlawful for any person to erect, construct, alter, or relocate any sign within the City without having first obtained a permit as provided in this section:
   1. The work necessary to construct, install, erect, illuminate, paint, or modify signage within the City shall comply with the requirements set forth in this section;
   2. Work which may be performed by a property owner or lessee:
      a. Painting the face of any freestanding or wall sign; and

b. Erection of any temporary sign permissible as set forth in this LDC.

3. Work which shall be performed by a sign contractor, general contractor, or building contractor licensed with the City to perform such work:
   a. Construction, installation, erection, or electrical connection of any sign that is internally illuminated;
   b. Construction, installation, or erection of any freestanding sign over six (6) feet in height, requiring wind load calculations;
   c. Construction, installation, or erection of any sign which is located above a pedestrian walkway or on the front fascia of a canopy over a pedestrian walkway; and
   d. Construction, installation, or erection of any projecting sign as set forth in this LDC.

B. *Application for permit.* All applications for permits under this section shall be filed by either a contractor licensed to erect signs in the city, or the owner of the property where the sign is to be located or his authorized agent. Such application shall include the following:
   1. Name, address and telephone number of owner(s) of property;
   2. Name, address and telephone number of licensed sign company erecting the sign;
   3. The street address or legal description of the property upon which the proposed sign is to be located;
   4. The height, size, shape, style, colors, materials and location of the proposed sign;
   5. Written permission of the owner, his lessee or agent, to erect the proposed sign;
   6. A plan, blueprint, or similar presentation drawn to scale, showing all pertinent structural and electrical details, wind pressure requirements, signable wall area calculations (as applicable) and materials in accordance with the city's adopted building code;
   7. A statement verifying the height, size, shape and location of existing signage on the premises.

C. *Issuance of permit.* The procedure for issuing a sign permit shall be as follows:
   1. Upon receipt of an application for a sign permit, the department shall determine within five (5) business days after receipt of such application whether the information submitted is complete or incomplete and inform the applicant of any deficiencies.
   2. If the department determines that the information is incomplete, the applicant may submit the required information within ten (10) business days, but if more than ten (10) business days elapse, the application shall be deemed withdrawn and all application materials returned to the applicant. The applicant must thereafter initiate a new application.
   3. If the department determines that the information is complete, the department shall review the plans, specifications and other data relating to such sign, and, if considered necessary, inspect the premises upon which the sign is proposed to be erected. If the proposed sign meets all provisions of this LDC and the applicable building codes, the department shall issue the permit stating whether the application is approved, denied or approved with conditions within thirty (30) calendar days of receiving the complete permit application.
   4. No new sign permit shall be issued for a freestanding sign or primary wall sign on property upon which any nonconforming sign is located, until such nonconformity is corrected. On multi-tenant sites, this paragraph shall apply only to the tenant's signage.
   5. If the proposed sign is in compliance with this chapter and all other applicable laws and codes of the City, a sign permit shall be issued upon receipt of the permit fee.

6. The issuance of any sign permit shall be conditioned upon the restoration of any building facade which has been damaged by placement of a previous sign. Such restoration shall include, but not be limited to, patching, repainting, and concealing visible electrical components, when applicable.

D. *Permit fees.* Permit fees under this code shall be set by ordinance of the City Commission

E. *Exemptions.* Exemption from the requirement to obtain a sign permit shall be permitted under the following circumstances:
   1. The erection, construction, installation of any sign described in section 5.03.05 (Prohibited Signs) or 5.03.06 (Exempt Signs) of this chapter; or
   2. The repair, maintenance or repainting of any existing sign which is deemed conforming or allowed to continue as nonconforming under provisions of this chapter.

F. *Expiration of permit.* A sign permit shall expire and become invalid in accordance with the rules set forth in the building code for all permits in general.

5.03.04 Enforcement

A. All signs shall meet the standards for visibility at intersections as set forth in Section 7.01.08.

B. It shall be unlawful for a person to display false or misleading statements upon signs, calculated to mislead the public as to anything sold, any services to be performed, or information disseminated. The fact that any sign or display shall contain words or language sufficient to mislead a reasonable and prudent person in reading same shall be prima facie evidence of a violation of this section by the person displaying the sign or permitting same to be displayed.

C. Inspection of signs: The City Manager may inspect at any time each sign or other advertising structure regulated by this LDC for the purposes of ascertaining whether the structure is safe, in need of repair or maintenance, not in conformance with the approved permit, or otherwise in violation of the provisions of this LDC.

D. Unsafe signs and signs violating this LDC: If it is determined that any sign or other advertising structure regulated herein is unsafe or insecure, or is a menace to the public, the City Manager shall give written notice to the owner of such structure. If the owner fails to remove or alter the structure to comply with the standards set forth herein within the time prescribed in the notice, such sign or other advertising structure may be removed or altered to comply by the City at the expense of the owner of the property upon which it is located. The City Manager may cause any sign or other advertising structure that presents an immediate peril to persons or property to be removed without notice.

E. Nonconforming signs
   1. *Intent.* It is the intent of this chapter to allow nonconforming signs permitted before the adoption of this code to continue under the provisions of this section until they are no longer used, or become hazardous, but not to encourage their survival. Such signs are hereby declared to be incompatible with the overall intent of this chapter.
   2. *Removal of nonconforming signs.* All nonconforming and non-permitted signs, except as provided herein, shall be removed immediately or as otherwise provided under section D of this chapter.
   3. *Continuance of nonconformities.* Use of a nonconforming sign may be continued, subject to the following regulations:
      a. No nonconforming sign shall be enlarged or increased in any way from its lawful size at the time of the adoption of this code, nor shall a nonconforming sign be relocated from its location at the time of adoption of this code.

b. Nonconforming signs or sign structures that are defined as abandoned signs under 5.03.04(G) of this chapter shall not be permitted for reuse.

c. Use of a nonconforming sign shall immediately terminate upon a change of business, business ownership or business name, regardless of whether ownership of the lot on which the nonconforming sign is located has been transferred, devised or conveyed.

d. Signs existing as of the date of this amendment, whose height and/or sign area do not exceed one-hundred and fifteen percent (115%) of that allowed by the design requirements of this chapter, shall be deemed conforming. Installation or construction of all new signs, and any modification or replacement of signs permitted under this paragraph, shall comply with all applicable height, sign area, and other requirements of this chapter.

e. Signs that have substantial rust, missing parts, dents, or other structural or aesthetic deficiencies shall not be considered in good repair, and shall be replaced with a sign that meets the requirements of this section. A sign that is not considered in good repair may not be replaced with a non-conforming sign.

f. Nonconforming real estate or construction signs shall be removed no later than six months after the date of adoption of this amendment. Thereafter, all such nonconforming signs shall be deemed unlawful and prohibited and subject to the enforcement provisions of this chapter.

g. *Repairs, maintenance and improvements.* Normal repairs, maintenance and improvements may be made, however, the cost of such improvements made during any two-year period shall not exceed twenty-five percent (25%) of the replacement cost of the sign at the end of the two-year period.

h. *Reconstruction after catastrophe.* If any nonconforming sign is damaged by fire, flood, explosion, collapse, wind, war, or other catastrophe to such an extent that the cost of repair and reconstruction will exceed fifty percent (50%) of the replacement cost at the time of damage, it shall not be used or reconstructed except in full conformity with the provisions of this code.

i. *Casual, temporary or illegal use.* The casual, temporary, or illegal use of any sign shall not be sufficient to establish the existence of a nonconforming use or to create any rights in the continuance of such use.

F. Maintenance of signs:

The owner of any sign as defined and regulated by this LDC shall be required to properly maintain such sign. For a sign to be properly maintained, the sign, together with its framework, braces, angles or other supports, shall be in a safe condition, properly secured, supported and braced, and shall be able to withstand weather conditions and loads required by the regulatory codes in effect within the municipal limits. Maintenance shall include painting and parts replacement.

1. All signs allowed by this article, including their supports, braces, guys and anchors, electrical parts and lighting fixtures, and all painted and display areas, shall be maintained in accordance with all building and electrical codes that may be adopted by the city.
2. The vegetation around, in front of, behind, and underneath the base of freestanding signs for a distance of ten (10) feet shall be kept neatly trimmed and free of unsightly weeds, and no rubbish or debris that constitutes a fire or health hazard shall be permitted under or near the sign.
3. Signs and sign structures shall maintain a neat and clean appearance.

G. Abandoned Signs:

1. Any sign face now or hereafter existing which no longer identifies or advertises a bona fide operating business conducted or a product sold shall be deemed

abandoned and shall be removed by the owner of the building or structure upon which such sign face may be found. The sign structure may remain, provided that the sign structure conforms to the requirements of this LDC. A sign structure which supported an abandoned sign and which complies with all applicable building and construction codes and the requirements of this LDC shall be allowed to remain in place.

2. Any sign that is located on property that becomes vacant and unoccupied pertaining to a business which does not maintain a current and valid City Local Business Tax Receipt unless exempt by Florida Statute 205.192 and Municipal Code Section 74-92, or pertains to a time, event, or purpose which no longer applies shall be deemed to have been abandoned.
3. Any sign damaged or destroyed to the extent of fifty percent (50%) or more of the replacement cost is considered an abandoned sign.
4. An abandoned sign shall be removed not later than ten (10) days after the abandonment occurs as described in Sections 5.03.04 (G) (1), (2), and (3) above. Where the structure supporting the abandoned sign does not comply with the requirements of all applicable building and construction codes and the requirements of this LDC, the entire structure shall be removed.
5. An abandoned sign shall be subject to code enforcement action, including removal by the City at the owner's expense.

5.03.05 Prohibited Signs

The signs identified in this section are expressly prohibited unless otherwise exempted or expressly authorized:

A. Any sign which constitutes a traffic hazard or a detriment to traffic safety by reason of its size, location, movement, content, coloring, or method of illumination.
B. Any sign that obstructs the vision between pedestrians and vehicles using the public right-of-way, including, but not restricted to, those not meeting intersection visibility requirements set forth in Section 7.01.08.
C. Signs with lights, lighted screens or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.
D. Non-governmental signs that resemble any official sign or marker erected by any governmental agency, or that by reason of position, shape or color, would conflict with the proper functioning of any traffic sign or signal, or be of a size, location, movement, content, color, or illumination that may be reasonably confused with or construed as, or conceal, a traffic-control device; and non governmental signs that use the words "stop", "look", "danger", or any similar word, phrase, or symbol, or which is a copy or imitation of an official sign that may be reasonably confused with or construed as, or conceal, a traffic-control device.
E. Signs attached to trees.
F. Snipe signs, except as permitted for campaign advertising or other Temporary Signs under Section 5.04.00.
G. Signs with visible moving, revolving, or rotating parts, or visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic, or mechanical means, except for traditional barber poles.
H. Signs with the optical illusion of movement by means of a design that presents a pattern capable of giving the illusion of motion or changing of copy.
I. Signs that emit audible sound, odor, or visible matter such as smoke or steam.
J. Signs or sign structures that interfere in any way with free use of any fire escape, emergency exit, or standpipe.

K. Signs made of combustible materials that are attached to or in close proximity to fire escapes or fire fighting equipment.
L. Signs that are of such intensity or brilliance as to cause glare or impair the vision of any motorist, cyclist, or pedestrian using or entering a public right- of- way, or that are a hazard or a nuisance to occupants of any property because of glare or other characteristics.
M. Signs that are painted, pasted, or printed on any curbstone, flagstone, pavement, or any portion of any sidewalk or street, except house numbers and traffic control signs.
N. Off-site advertising signs, with the exception of sandwich boards as set forth in Section 5.03.09 (E) and Temporary Signs as permitted in 5.04.00.
O. Signs mounted on any portion of a roof.
P. Abandoned signs.
Q. Signs erected on public property including public rights-of-way, with the exception of signs erected by public authority for public purposes, sandwich boards as set forth in Section 5.03.10 (E) and Temporary Signs as permitted in 5.04.00.
R. Signs erected within any navigable waterway within the City to be located beyond any established bulkhead line, and oriented to be visible to those traveling the waterway.
S. Portable or trailer signs.
T. Internally lit signs within or adjacent to residential zoning districts.
U. Signs attached to or painted on vehicles which are not regularly used as part of the advertised business and are obviously parked or advertise in such a way so as to advertise to the passing motorist or pedestrian.
V. Wind Signs defined as any device, including but not limited to, one (1) or more banners, flags, pennants, ribbons, spinners, streamers or captive balloons, or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind not specifically exempted by section 5.03.06.
W. Any other signs that are not specifically permitted or exempted by this LDC.

5.03.06 Exempt Signs

A. Within all non-residential zoning districts, the following signs shall be considered as permitted signs and shall be exempt from the requirement to obtain a sign permit if they are not in conflict with section 5.03.05 (Prohibited Signs):
   1. Decals, limited to those as required by law, which are affixed to or painted upon store windows, store equipment, fuel pumps or other types of vending equipment used for dispensing retail products.
   2. Lettering only, for the purpose of providing ownership, licensing and emergency contact information, when placed upon doors and windows of lawfully licensed businesses, with letters not exceeding three (3) inches in height and limited to a maximum area of two (2) square feet.
   3. Signs within a building that are not visible from the exterior of the building. This shall not include window signs affixed to the interior of windows, which are visible from the exterior.
   4. Building signs, historical markers, memorial signs, tablets or plaques, or the name of a building and the date of erection, when the same are cut into any masonry surface or when constructed of bronze or other similar noncombustible material.
   5. Professional nameplates for physicians, surgeons, dentists, lawyers, architects, teachers and other like professional persons placed on the premises occupied by the person(s), not exceeding one (1) square foot in sign face area, provided such professional has a valid local business tax receipt as may be required for the particular profession to operate on those premises.

6. Signs denoting only the name and profession of an occupant of a building, placed flat against the exterior surface of the building and not exceeding three (3) square feet in sign face area, and provided such occupant has a valid local business tax receipt as may be required to operate on those premises.
7. Menus mounted to the entrance of a restaurant are limited to one menu location and may not exceed two (2) square feet in area.

B. Within all zoning districts, the following signs shall be considered as permitted signs and shall be exempt from the requirement to obtain a sign permit:
1. Not more than one (1) real estate sign advertising the sale, rental or lease of only the premises on which the sign is located. Such signs shall not exceed six (6) square feet in area, and five (5) feet in height. One sign sixteen (16) square feet or less is permitted for parcels of five (5) acres or larger and for each commercial or industrial property, unless said property is located in the Historic District. Signs advertising the sale, rental or lease of property exceeding this size and height shall not be considered as exempt signs.
2. Signs noting the architect, engineer or contractor for a permitted development project when placed upon work under construction, provided the sign shall be removed within fifteen (15) days of completion of construction. Such signs shall not exceed six (6) square feet in size or eight (8) feet in height.
3. Signs as required by law to display building permits or other similar required public notices.
4. Traffic signs, street name signs, legal notices of public meetings, danger signs and temporary emergency, when erected by city, county, state or federal authorities.
5. No trespassing and private property signs not exceeding two (2) square feet in area. Such signs shall not be displayed from or attached to trees, utility poles or any type of utility structure or equipment, including lift stations, fire hydrants and the like.
6. Vacancy or no vacancy signs not exceeding two (2) square feet in area
7. Resort Rental Signs must be located on the property for rent with a valid resort rental license and valid local business tax receipt. Resort rental signage is limited to one (1) sign per property and must be setback at least ten (10) feet from the front property line. Signage may not exceed to 2.25 square feet in area.
8. Yard or Garage Sale Signs must be located on the property which a sale is being conducted and are limited to two (2) days per sale, not to exceed one (1) sale every three (3) months. Yard or garage sale signs may not exceed one (1) sign per property and may not exceed two (2) square feet in area.
9. Temporary political campaign signs announcing the candidacy of a candidate for public office not exceeding four (4) square feet in area in residential zoning districts and thirty-two (32) square feet in all other zoning districts may be placed wholly within the boundaries of any property, at the discretion or consent of the legal owner and/or occupant of the property, provided such signs conform with all traffic, electrical, maintenance, fire and safety regulations of the city.
   a. The placing of political campaign signs on city property, other public property or on public rights-of-way shall be prohibited. Political campaign signs displayed within motor vehicles conducting routine business activities on city or other public property shall not be prohibited, provided that no such vehicle shall be parked on city property, other public property or on public right-of-ways for the sole purpose of displaying political campaign signs.
   b. Illegally placed political campaign signs shall be removed by the code enforcement officer without notice to the candidate or abutting property owner or occupant.

c. Political campaign signs shall be removed within seventy-two (72) hours after the last election. If such signs are not removed within this period of time, the city may remove such signs and may charge the candidate the actual cost for such removal. Collected funds shall be deposited into the city's general revenue. Failure to remove signs is a violation of this Code and is enforceable pursuant to F.S. Chapter 162, Code Enforcement.

10. Personal expression signs limited to one (1) per lot or parcel, or in the case of multi-family uses, one (1) per dwelling unit, expressing personal views or opinions not exceeding four (4) square feet in area, providing such signs are otherwise in compliance with applicable local, state and federal laws. A personal expression sign can include a pole flag no larger than twenty (20) square feet on a pole no taller than twenty-five (25) feet.
11. Holiday lights and seasonal decorations displayed at times when such lights and decorations are generally considered appropriate.
12. Barber poles at barbershops.
13. Works of art that do not constitute as advertising.
14. Non-advertising signs carried by a person.

5.03.07 Measurement Determinations

A. Sign area
   1. Where a sign is composed of letters or pictures attached directly to a facade, wall, window, door, awning, monument sign, or freestanding sign, and the letters or pictures are not enclosed by a border or trimming, the sign area shall be the area within the smallest rectangle, parallelogram, triangle, circle, semicircle, or a combination of any of these geometric shapes, the sides of which touch the extreme points of the letters or pictures as a whole.
   2. Where a sign is composed of letters or pictures enclosed by a border or trimming, the sign area shall be the area within the border or trim.
   3. In cases where material is displayed in a random or unconnected manner without organized relationship of the components, each such component shall be considered a single sign.
   4. The area of a freestanding sign shall include the area of the outside frame, but not of the supporting structure.

B. Number of signs
   1. A supporting structure with a sign face shall be counted as one (1) sign.
   2. A double-faced projecting or freestanding sign shall be construed as having the area of a single face, provided that the sign faces are placed back to back and are at no point more than two (2) feet apart.

C. Wall signs: The allowable area of a wall sign shall be calculated as a percentage of the signable area. The signable area is the area of the facade of the building up to the roofline, not including windows, doors, or major architectural features.

D. Sign height
   1. The height of a sign is the vertical distance from the finished grade to the highest point of the sign.
   2. Where a sign is placed on a berm, the height shall be measured from the grade at the base of the berm to the highest point of the sign.

5.03.08 Design Standards for All Signs

A. Every sign and sign structure shall be compatible in scale with the scale of the building to which it relates and the neighborhood in which it is located.

B. Every sign and sign structure shall be designed as a compatible architectural element relative to the building and site to which it principally relates. To be a compatible

architectural element means that the sign is consistent in color, materials, texture, and style with the building(s) on the site.

C. The number and size of graphic elements shall be proportional to the sign face.

D. Freestanding signs shall be landscaped to achieve compatibility with the design of the site. Landscaping materials shall be consistent with the specifications set forth in Section 4.05.08 and the standards for protection of visibility at intersections set forth in Section 7.01.08.

E. External lighting may be used only if directed solely to the sign face.

5.03.09 Permissible Permanent On-Site Signs

A. Permanent on-site signs shall be limited to the following sign types:

1. Freestanding signs, which may be either ground or monument signs, but shall not include a pole sign;
2. Wall Signs;
3. Awning Signs;
4. Projecting Signs; and
5. Sandwich Board/ Sidewalk Signs

B. Permanent on-site signs shall be permissible in the following non-residential or mixed use zoning districts: MU-1, C-1, C-2, C-3, I-1, I-A, and PI-1.

C. The number and types of permanent on-site signs shall comply with the standards in Table 5.03.09.(C).

Table 5.03.09 (C). Number and Types of Permanent On-Site Signs in Specified Non-Residential Zoning Districts

Zoning District	Sign Type				
	Freestanding	**Wall**	**Awning**	**Projecting**	**Sandwich Board or Sidewalk Sign**
MU-1	1	1			1 per business
C-1	1	1			1 per business
C-2	1 per street frontage	1	1	1	1 per business
C-3, MU-8	1 per street frontage, except within the Historic District; see Section 8.01.03	1 except within the Historic District; see Section 8.01.03	1	1	1 per business except within the Historic District; see Section 8.01.03
I-1	2	1	1	1	1 per business
I-A	2	1	1	1	1 per business
PI-1	1 per street frontage	1	1	1	1 per business

D. Permanent on-site signs shall comply with the design standards set forth in Table 5.03.09. (D).

Table 5.03.09. (D). Design Standards for Permanent On-Site Signs

Standard	Sign Type				
	Freestanding	**Wall**	**Awning**	**Projecting**	**Sandwich Board or Sidewalk Sign**
Maximum Sign Face Area	1 ft² per linear foot of frontage, to a maximum of 50 ft²	30% of the signable area of the wall	20% of awning face Or 20% signable area of the wall	12 ft²	6 ft²
Sign Location	Set back 5 ft. from the property line	Front or side façade	Front façade	Front façade Projecting sign shall not extend more than 4 ft. from the building face Projecting sign shall not extend closer than 2 ft. to a vertical line extending upward from the curb	On site; to be determined by the City Manager
Sign Structure Height	8 ft.	NA	Lowest part of sign shall be a minimum of 8 ft. above surface directly below	Bottom of the projecting sign structure shall be a minimum of 7.5 ft. above the surface directly below the sign	4 ft.

E. Sandwich Board/ Sidewalk Signs

1. The sign shall only be displayed during regular business hours;
2. The sign shall be placed within the lot lines of the business it is advertising;
3. The sign shall not cause any obstruction or detriment to the public and must comply with all ADA requirements.
4. The sign shall require a permit and the proposed sign location must be indicated on the permit application.
5. The sign must not exceed forty-eight (48) inches in height or twenty-four (24) inches in width.

5.03.10 Specific Provisions for Shopping Centers

A. In shopping centers incorporating three (3) or more establishments, the center may be identified by a freestanding ground sign meeting the standards set forth in this section.

B. The area of the sign may be increased above the standard set forth for freestanding signs in Table 5.03.09(D) an additional five square feet (5 ft²) for each independently operated establishment in the center, to a maximum sign face area of 100 square feet (100 ft²).

C. Shopping centers with street frontage of 400 feet or more may have an additional freestanding sign for each 400 feet of frontage. Any additional freestanding signs shall not exceed 100 square feet (100 ft²) in sign face area.

D. Two (2) signs are permissible for each establishment in a shopping center. Permissible signs for each establishment shall include: wall, projecting, awning. The total area of

all wall signs in the center shall not exceed thirty percent (30%) of the total wall area as described in Section 5.03.07(C). Allocation of that total area to the individual establishments shall be the responsibility of the owner/operator of the center.

E. One Sandwich Board sign is permissible for each establishment within a Shopping Center. Sandwich Board/ Sidewalk Signs shall conform to the standards outlined in Section 5.03.09.(E).

5.03.11 Specific Provisions for Residential Districts

Signage for residential districts shall be permitted under the provisions of this section. One freestanding sign for each street frontage shall be permitted as follows:

A. *Multifamily development*
   1. Uses of 12 units or less: 16 ft² per sign face.
   2. Uses of 13 units or more: 32 ft² per sign face.
   3. The sign may be a single sign with two (2) faces of equal size or two (2) single-face structures of equal size located on each side of the entrance.
   4. Height, Setbacks and design
      a. Maximum height shall be eight (8) feet.
      b. Minimum setback shall be five (5) feet from front property line and ten feet from side lot lines.
      c. Freestanding signs shall be ground signs in accordance with section 5.03.09(A)(1).

B. *Subdivision signs.* Permanent subdivision signs may be permitted by the administrative official as part of the subdivision review process, or upon request of property owners after development has occurred. In determining signage, the administrative official shall consider size of the sign, color, materials, location, provision for maintenance, size of the subdivision, functional classification of the adjoining roadway(s) and land use in the area.

C. *Nonresidential uses.* The following freestanding sign areas shall be permitted for nonresidential uses in residential zones. Height, setback and design requirements shall be according to 5.03.09(D) of this section.
   1. Child care, schools: 32 ft².
   2. Home occupation: 1 ft², affixed on the wall adjacent to the front entrance of the building.
   3. All other nonresidential uses, including cemeteries: 16 ft²
   4. All other residential uses: 16 ft² for uses consisting of 12 units or 24 beds or less; 32 ft² for uses consisting of thirteen (13) units or twenty-five (25) beds or more.

D. *Houses of worship.* Houses of worship may be permitted signage under this section in accordance with the following criteria:

   Specific provisions listed herein shall take precedence over all provisions in 5.03.09.

   1. *Freestanding signs*
      a. Freestanding sign shall be ground signs in accordance with section 5.03.09(A)(1).
      b. Sign area, height and setback
         1. The maximum area shall be one square foot (1 ft²) per linear foot of frontage, to a maximum of fifty square feet (50 ft²)
         2. The maximum height shall be eight (8) feet
         3. The minimum setback shall be five (5) feet from the front property line and ten feet from side lot lines
   2. *Wall signs*
      a. Maximum area shall be thirty percent (30%) of the signable area of the wall
      b. Shall primarily be made of wood or metal, or other materials simulating wood or metal. Solid plastic sign faces shall be prohibited.

c. One wall sign per street frontage is allowed

3. One Sandwich Board sign is permissible
   a. Sandwich Board/ Sidewalk Signs shall conform to the standards outlined in Section 5.03.09(E)

5.03.12 Specific Provisions Regarding Murals

A. Murals are permissible on buildings in non-residential zoning districts, subject to the standards in this section.
B. A mural shall be considered a wall sign and included in the wall sign limitations of the appropriate zoning district as provided in section 5.03.09 when the theme and contents of the mural depict the goods or services available at businesses operating within the building on which the mural is painted.
C. A mural shall be considered a decorative element when the theme and contents of the mural are not related to the goods or services available at businesses operating within the building on which the mural is painted.
D. Murals on buildings in residential zoning districts are considered decorative elements and are permissible.
E. A mural shall be considered an off-site sign when the theme and contents of the mural depict the goods or services available at businesses operating within a building other than the building on which the mural is painted.

5.03.13 Violation Constitutes Nuisance; Abatement

Any advertisement, advertising sign or advertising structure which is constructed, erected, operated, used, maintained, posted or displayed in violation of this LDC is hereby declared to be a public and private nuisance and shall be forthwith removed, obliterated or abated. Any portable sign such as snipe signs or real estate signs may be removed without notification of the property owner, if such sign is placed in the public rights-of-way.

5.03.14 Right of Entry for Inspection

Appropriate city employees in the performance of their functions and duties and under the provisions of this article may enter into and upon any land upon which advertising signs or advertisements are displayed and make such examinations and surveys as may be relevant subject to constitutional limitations and state law.

5.03.15 Procedure for Appeal

Any administrative decision that is made by any city official in the administration or enforcement of this article may be appealed within thirty (30) calendar days to the Board of Adjustment (BOA) following the appeal procedures as set forth in Section 11.07.00. The decision of the BOA may be appealed within thirty (30) calendar days to the circuit court.

5.03.16 Severability

The provisions of these sections regarding signage are declared to be severable and if any section sentence clause or phrase of these sections regarding signage shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining sections sentences clauses and phrases of these sections but they shall remain in effect it being the legislative intent that these sections regarding signage shall stand notwithstanding the invalidity of any part.

5.04.00. TEMPORARY SIGNS

5.04.01 Scope

Notwithstanding anything to the contrary in the City's Land Development Code or in any other ordinance or code provision of the City, the provisions of this subchapter 5.04 shall govern the regulation of temporary signs, and take precedence over any other provisions that pertain to temporary signs unless specifically exempted or excepted herein.

5.04.02 Findings of Fact

The City Commission finds that the location and maintenance of temporary signs affects the public health, safety, and general welfare of the people of this community, and that in order to preserve and enhance the city as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The city commission further finds that the regulation of temporary signs within the city is a highly contributive means by which to achieve this desired end, and that uncontrolled and unlimited temporary signs would degrade the aesthetic attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation and permanent economic growth.

5.04.03 Purpose and Intent

It is the purpose of this section to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory standards for temporary signs. The temporary sign regulations in this subchapter are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the secondary effects of speech, and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety. It is the intent of the city commission that the temporary sign regulations shall provide uniform sign criteria which regulate the size, height, number and placement of signs in a manner that is compatible to the residential, coastal and historic scale and character of the city, and which place the fewest possible restrictions on personal liberties, property rights, commerce, and the free exercise of Constitutional rights while achieving the city's goal of creating a healthy, safe and attractive environment that does not contain excessive clutter and visual distraction in rights-of-way and adjacent properties, the surrounding natural coastal environment, historic district and residential neighborhoods. These sign regulations have been prepared with the intent of enhancing the visual environment of the city and promoting its continued well-being, consistent with the most recent pronouncements by the United States Supreme Court regarding the regulation of temporary signage, and are further intended to:

A. Encourage the effective use of signs as a means of communication in the city;
B. Maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth;
C. Improve pedestrian and traffic safety;
D. Minimize the possible adverse impact of temporary signs on nearby public and private property;
E. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of temporary signs which compete for the attention of pedestrian and vehicular traffic;
F. Allow temporary signs that are compatible with their surroundings, while precluding the placement of temporary signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
G. Encourage and allow temporary signs that are appropriate to the zoning district in which they are located;

H. Regulate temporary signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
I. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all zoning districts of the city;
J. Protect property values by precluding to the maximum extent possible temporary signs that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement; and
K. Enable the fair and consistent enforcement of these temporary sign regulations.

5.04.04 Definitions

The following definitions are applicable to section 5.04.00.

A. *Sign*. The term "sign" shall mean any surface, fabric, device or display which bears lettered, pictorial or sculptured matter, including forms shaped to resemble any human, animal or product designed to convey information to the public and is visible from an abutting property, from a public street, sidewalk or right-of-way, or from a body of water. The term "sign" shall include all structural members. A sign shall be construed to form a single unit. In cases where matter is displayed in a random or unconnected manner without organized relationship of the components, each such component shall be considered a single sign. The term "sign" shall not include: artwork, holiday or seasonal decorations, cemetery markers, or machinery or equipment signs.

B. *Temporary sign*. The term "temporary sign" shall mean any sign that is not a permanent sign, and shall include a sign formerly or commonly known as a temporary election sign, a temporary political sign, a temporary free expression sign, a temporary real estate sign, a temporary directional sign, a temporary construction sign, a temporary grand opening sign, or any other temporary sign unless otherwise provided herein. The term "temporary sign" shall not include any substitution of message on an existing lawful sign or sign structure.

5.04.05 Criteria Required for Temporary Signs

The criteria for temporary signs are set forth in **Table 5.04.05** below. A temporary sign is unlawful if it does not meet the criteria established for the zoning district in which the sign is located.

Table 5.04.05 Temporary Signs Design Standards and Limitations

ZONING DISTRICTS	R-E, R1-G, R-1, RLM, R-2, R-3, OT-1, OT-2	MU-1, C-1, C-2, I-1, I-A, I-W, W-1, PI-1	MU-8, C-3, CON, REC
Maximum Number of Signs Per Parcel [1]	8	4	4
Maximum Sign Area [2]	6 sf.	32 sf.	16 sf.
Sign Height Maximum for a Freestanding Sign[3]	5 ft.	5 ft.	5 ft.
Sign Height Maximum for a Wall Sign (inclusive of a Window Sign)	15 ft.	15 ft.	15 ft.
Minimum Sign Setback for Ground Signs[4]	3 ft.	3 ft.	3 ft.
Minimum Spacing from any Other Sign (Temporary Sign or a Permanent Sign [5])	15 ft.	15 ft.	15 ft.
Aggregate Maximum of Surface Area Allocated for All Sign Messages [6]	96 sf.	256 sf.	128 sf.

[1] The number of temporary commercial signs per parcel shall be no more than two.

[2] The square footage limitation is per side for a back-to-back sign. For example, a 6 square foot limitation means that there is a limit of 6 square feet of surface area per side of a back-to-back sign, and an aggregate limit of 12 square feet is allowed if the sign is a back-to-back temporary sign.

[3] Not applicable to signs displayed on flagpoles.

[4] Minimum sign setbacks are measured from the edge of the property line. Setbacks do not apply to wall signs. And, as set forth in Section 5.04.06 all temporary signs are prohibited on public property.

[5] Not applicable to signs displayed on flagpoles.

[6] There is no limit to the number of separate messages that may appear on the allowable surface(s) of any temporary sign. The aggregate maximum of surface area allowed is subject to the other limitations or circumstances that may reduce the aggregate maximum of surface area that can be allocated.

5.04.06 Prohibition of Temporary Signs on Public Property

Other than government signs displaying government speech, temporary signs on public property are prohibited unless otherwise allowed within the LDC or the Code of Ordinances.

5.04.07 Duration for Display of Temporary Sign

If a temporary sign pertains to an event, the temporary sign shall be removed within and by no later than three days after the event is concluded. If a temporary sign does not pertain to an event, the temporary sign shall be removed within and by no later than thirty (30) days after being erected.

5.04.08 Display of Temporary Sign Requires Permission of Real Property Owner

A temporary sign on any parcel shall not be maintained if the placement of the same does not have the permission of the owner of the real property.

5.04.09 A Temporary Sign May Not Display Any Lighting and Must Remain Static

A temporary sign may not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity or color.

5.04.10 A Temporary Sign May Not Incorporate Fluorescent Color or Exhibit Fluorescence

A temporary sign may not incorporate fluorescent color or exhibit fluorescence.

5.04.11 A Temporary Sign May Not Obstruct A Permanent Sign or The Vision Between Pedestrians and Vehicles

A temporary sign may not obstruct the view of a permanent sign as viewed from any public road, street or highway or any public sidewalk, and may not obstruct the vision between pedestrians and vehicles using the public right-of-way, including but not restricted to, those meeting intersection visibility requirements set forth in Section 7.01.08.

5.04.12 A Temporary Sign May Display Multiple Messages

A temporary sign may display multiple independent messages on any portion of the sign surface of a temporary sign.

5.04.13 A Temporary Sign is not Subject to Permitting

A temporary sign does not require a permit from the City.

5.04.14 Chapter 5 5.04.00 Not Intended to Regulate Interior Facing Signage

The City does not intend that Chapter 5 Section 5.04.00 regulate or be applicable to signage located in the interior of school yards, ball/play fields or similar uses where such signage is designed to face the interior of such location and is not designed to be viewed or seen from adjacent roadways.

CHAPTER 6

SUPPLEMENTAL STANDARDS AND SPECIAL SITUATIONS

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6.00.00 GENERALLY

A. This chapter sets forth standards for special situations, including standards for telecommunications facilities, commerce parks, and large scale commercial development, as well as specific uses that are only permissible subject to supplemental standards.

B. Where there is a conflict between a standard applicable to the zoning district in which the use is located or an applicable overlay district and the supplemental standards set forth below, the more restrictive standard shall apply.

6.01.00 WIRELESS TELECOMMUNICATIONS FACILITIES NOT LOCATED IN CITY RIGHTS OF WAY.

It is the intent of the City to allow telecommunications towers or antennas in compliance with state and federal regulations. It is further the intent of the City to protect the public health, safety, and welfare through regulating the placement and design of permissible telecommunications towers and antennas. The City has adopted a Wireless Master Plan {MP) to provide long-term planning for an efficient and capable wireless telecommunications network throughout the city that promotes collocation and optimal new tower and base station locations to meet the current and future wireless telecommunications needs of the City's residents. businesses. industry and visitors. The MP minimizes negative visual impacts to preserve the character and viewsheds of the City and its natural surroundings. Together the MP and Ordinance promote responsible wireless network planning.

6.01.01 Purpose and Intent. The regulations and requirements of this section are intended to:

A. Promote the health, safety and general welfare of the citizens by regulating the siting of wireless facilities;
B. Accommodate the growth and demand for wireless communication services;
C. Provide for the appropriate location and development of wireless facilities within the City;
D. Recognize that the provision of wireless services may be an essential service within such land use categories as may be provided for under the Comprehensive Plan, subject to the limitations set forth in this ordinance;
E. Minimize adverse visual effects of wireless facilities through careful design, siting, landscape screening and innovative camouflaging techniques;
F. Encourage the location and collection of antennas on existing structures thereby minimizing new visual impacts and reducing the need for additional antenna support structures; and
G. Further the balance between the need to provide for certainty to the communications industry in the placement of wireless facilities and the need to provide certainty to the residents and citizens of Nassau City that the aesthetic integrity of the City will be protected from the proliferation of unnecessary antenna support structures.
H. Accommodate and facilitate the growing need and demand for wireless services while adopting and administering reasonable rules and regulations not inconsistent with state and federal law, including Section 337.401, *Fla. Stat.,* as it may be amended, the provisions of the Federal Telecommunications Act of 1996 and other federal and state law(s).

I. Protect the character of the City while meeting the needs of its citizens to enjoy the benefits of wireless facilities.
J. Prevent interference with the use of streets, sidewalks, alleys, parkways, public utilities, public views, and other public ways and places.
K. Protect against environmental damage, including damage to trees. Minimize the placement, frequency, and density of new wireless facilities in ROW for public safety purposes, including vehicular and non-vehicular access and circulation, sight lines, as well as aesthetics. Therefore, the City strongly encourages the siting of new wireless facilities on existing base stations and towers or on new base stations and towers outside the ROW wherever possible.
L. Preserve the unique character of City neighborhoods by promoting use of City property for new wireless facility placement and managing design and location through contractual lease provisions in addition to regulatory authority.
M. Utilize underground utilities wherever possible to maintain viewshed throughout the City.

6.01.02 Definitions For Communication Facilities NOT located in a City ROW

The following definitions apply EXCLUSIVELY to communication facilities NOT located within a City ROW and are applicable in connection with all subsections of this Section 6.01.00. The following words, terms and phrases, when used in the subsections below shall have the meanings ascribed to them in this subsection (6.01.02), except where the context clearly indicates a different meaning. Words not otherwise defined in this subsection shall be given the meaning as defined in Section 7.01.02(D), and if not defined therein, shall be given the meaning as defined in the Communications Act of 1934, 47 USC 151 et seq., as amended by the Telecommunications Act of 1996 (collectively, the "Communications Act"), and, if not defined therein, as defined by Section 365.172, *Fla. Stat*. or another applicable state statute; and, if not defined therein, be construed to mean the common and ordinary meaning.

Abandoned. Any wireless communication facility not in continued use for a period of one hundred eighty (180) consecutive days.

Amateur radio tower. Any tower used for amateur radio transmissions consistent with the Complete FCC U.S. Amateur Part 97 Rules and Regulations" for amateur radio towers.

Antenna structure registration (ASR) number. The registration number as required or listed by the FAA and FCC.

Applicable codes. Uniform building, fire, electrical, plumbing, or mechanical codes adopted by the International Code Council (ICC) or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by ordinance that may require a wireless facility to meet reasonable location context, color and concealment requirements; however, such design standards may be waived by the City upon a showing that the design standards are not reasonably compatible for the particular location of a wireless facility or that the design standards

impose an excessive expense. A waiver shall be considered by the Board of Adjustment within 60 days from the date of application.

Application. **A request submitted by an applicant to the City for a permit to install a new wireless facility or collocate a wireless facility.**

Base station. **A structure or equipment at a fixed location that enables Commission-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this subsection or any equipment associated with a tower.**

- **A. Equipment associated with wireless communications services such as private, broadcast and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul; and**
- **B. Radio transceivers. antennas. coaxial or fiber optic cable, regular and backup power supplies. and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small-wireless networks); and**
- **C. Any structure other than a tower that, at the time the application is filed under this section, supports or houses equipment described in this definition that has been reviewed and approved under the applicable zoning or siting process, or under another City regulatory review process, even if the structure was not built for the sole or primary purpose of providing such support; and**
- **D. The term does not include any structure that, at the time the relevant application is filed with the State or local government under this section that does not support or house any equipment described in these definitions.**

Breakpoint technology**. The engineering design of a monopole wherein a specified point on the monopole is designed to have stresses concentrated so that the point is at least five percent (5%) more susceptible to failure than any other point along the monopole so that in the event of a structural failure of the monopole, the failure will occur at the breakpoint rather than at the base plate, anchor bolts, or any other point on the monopole.**

Broadcast facility**. A communications facility licensed by the Federal Communications Commission Media Bureau to transmit information on the AM, FM or Television spectrum to the public.**

Cellular on wheels (COW). **A temporary wireless facility, typically located on a trailer that can be erected/extended to provide short term, high volume communications services to a specific location.**

Collocate or collocation. **To install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a tower, base station, wireless support structure or utility pole. The term does not include the installation of an initial wireless facility on a tower, base station, utility pole or wireless support structure.**

Concealed. **A tower, base station, ancillary structure, or equipment compound that is not readily identifiable as a wireless facility and that is designed to be aesthetically compatible with existing and proposed building(s) and uses on a site or in the neighborhood or area. There are two types of concealed facilities, a base station (defined above), or a concealed tower.**

***Concealed tower*. A tower which looks like something else that is common in the geographic region such light standard or flagpole with a flag that is proportional in size to the height and girth of existing structures in the area.**

***Distributed antenna system (DAS)*. A DAS system consists of: (1) a number of remote communications nodes deployed throughout the desired coverage area, each including at least one antenna for transmission and reception; (2) a high capacity signal transport medium (typically fiber optic cable) connecting each node to a central communications hub site; and (3) radio transceivers located at the hub site (rather than at each individual node as is the case for small cells) to process or control the communications signals transmitted and received through the antennas, DAS systems can be either outdoor or indoor.**

***Distributed antenna system (DAS) hub*. Ancillary equipment usually contained in a shelter or other enclosure which does not have any wireless transmission or receive equipment contained therein but is utilized in the deployment and operation of wireless DAS receive/transmit infrastructure that is located elsewhere.**

***Development area*. The area occupied by a communications facility including areas inside or under an antenna-support structure's framework, equipment cabinets, ancillary structures, and/or access ways.**

***Dual purpose facility*. A structure that is built or an existing structure that is modified to serve two primary purposes one of which is a wireless facility. Examples include but are not limited to decorative light poles, banner poles, church steeples, clock towers and public art.**

***Discontinued*. Any tower without any mounted transmitting and /or receiving antennas in continued use for a period of 180 consecutive days.**

***Eligible facilities request*. A request for a modification of an existing wireless tower or base station that involves collocation of new transmission equipment or replacement of transmission equipment but does not include a substantial modification.**

***Eligible support structure*. Any tower or base station as defined in this section, provided that is existing at the time the relevant application is filed under this section.**

***Equipment compound*. The area surrounding the ground-based wireless facility including the areas inside or under a tower's framework and ancillary structures such as equipment necessary to operate the antenna on the structure that is above the base flood elevation including cabinets, shelters, pedestals, and other similar structures.**

***Equipment cabinet*. Any structure above the base flood elevation including cabinets, pedestals, and other similar structures and used exclusively to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.**

***Equipment shelter*. A self-contained building, made of permanent materials such as steel or concrete, which contains all electronic ancillary equipment and normally including a generator.**

***Existing*. A constructed tower or base station is existing for purposes of this section if it has been reviewed and approved under the applicable zoning or siting process, or under another State or local regulatory review process, provided that a tower has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is existing for purposes of this definition.**

***Feed lines*. Cables or fiber optic lines used as the interconnecting media between the transmission/receiving base station and the antenna.**

***Federal Aviation Administration (FAA)*. The division of Department of Transportation of the United States government that inspects and rates civilian aircraft and pilots, enforces the rules and air safety, and installs and maintains air-navigation and air traffic-control facilities.**

***Federal Communications Commission (FCC)*. An independent United States government regulatory agency that oversees all interstate and international communication and maintains standards and consistency among ever-growing types of media and methods of communication while protecting the interests of both consumers and businesses.**

***Lattice tower*. A non-concealed self-supporting tapered style of tower that consists of vertical and horizontal supports with multiple legs and cross bracing, and metal crossed strips or bars to support antennas.**

***Macrocell*. A wireless communications facility that exceeds the defined standards of a small wireless facility.**

***Monopole tower*. A non-concealed style of freestanding tower consisting of a single shaft usually composed of two (2) or more hollow sections that are in turn attached to a foundation. This type of tower is designed to support itself without the use of guy wires or other stabilization devices. These facilities are mounted to a foundation that rests on or in the ground or on a building's roof. All feed lines shall be installed within the shaft of the structure.**

***Neutral host antenna*. An antenna or an antenna array designed and utilized to provide services for more than one (1) wireless provider, or a single wireless provider utilizing more than one (1) frequency band or spectrum, for the same or similar type of services.**

***Node*. A single location as part of a larger antenna array which can consist of one or multiple antennas, such as part of a DAS network antenna array.**

***Non-concealed*. A wireless communication tower or base station that is readily identifiable as such type of equipment and structure.**

***Over the air reception devices (OTARD)*. Devices which are limited to either a "dish" antenna one meter (39.37 inches) or less in diameter designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite, or an antenna that is one meter or less in diameter and is designed to receive video programming services via broadband radio service (wireless cable), or to receive or transmit fixed wireless signals other than via satellite or an antenna that is designed to receive local television broadcast signals.**

***Public safety communications equipment*. All communications equipment utilized by a public entity for the purpose of ensuring the safety of the citizens of the City and operating within the frequency range of 145 MHz through 155 MHz, 445 MHz through 475 MHz and 700 MHz through 1,000 MHz and any future spectrum allocations at the direction of the FCC.**

***Radio frequency emissions*. Any electromagnetic radiation or other communications signal emitted from an antenna or antenna-related equipment.**

***Radio frequency interference (RFI)*. Any electromagnetic radiation or other communications signal that causes reception or transmission interference with another electromagnetic radiation or communications signal.**

***Radio frequency propagation analysis*. Computer modeling to show the level of signal saturation in a given geographical area.**

***Replacement*. A modification of an existing tower to increase the height, or to improve its integrity, by replacing or removing one (1) or several tower(s) located in proximity to a proposed new tower in order to encourage compliance with this section or improve aesthetics or functionality of the overall wireless network.**

***Satellite earth station*. A single or group of parabolic or dish antennas mounted to a support device that may be a pole or truss assembly attached to a foundation in the ground, or in some other configuration, including the associated separate equipment cabinets necessary for the transmission or reception of wireless communications signals with satellites.**

***Search ring*. An area designated by a wireless infrastructure provider or wireless services provider for a new base station or tower, produced in accordance with accepted principles of wireless engineering. The area identifies where a base station or tower must be located in order to meet service objectives of the wireless service provider using the base station or tower.**

***Site*. For towers other than towers in the public ROW, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site, and, for other eligible support structures (base stations), further restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.**

***Stanchion*. A vertical support structure generally utilized to support exterior lighting elements.**

***Streamlined processing*. Expedited review process for collocations required by the federal government (Congress and/or the FCC) for wireless communication facilities.**

***Structure*. Anything constructed or erected, the use of which required permanent location on the ground, or attachment to something having a permanent location on the ground, including advertising signs.**

Substantial change pursuant to 47 USC §1455. **Means a modification or collocation to an eligible support structure if it meets any of the following criteria:**

- **A. For towers other than towers in the public ROW, it increases the height of the tower by more than ten percent (10%) or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater; for all other eligible support structures (including towers within a ROW and base stations), it increases the height of the structure by more than ten percent (10%) or ten (10) feet, whichever is greater; or**
- **B. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the tower or base station, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the 47 USC §1455; or**
- **C. For towers other than towers in the public ROW, it involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty (20) feet of the width of the tower structure at the elevation of the appurtenance, whichever is greater; for other eligible support structures (including towers within a ROW and base stations) it involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six (6) feet; or**
- **D. For any eligible support structure (tower or base station), it involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four (4) cabinets; or for towers in the public ROW and base stations, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than ten (10) percent larger in height or overall volume than any other ground cabinets associate with the structure; or**
- **E. It entails any excavation or deployment outside the current site; or**
- **F. It would defeat the concealment elements of the eligible support structure; or**
- **G. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure or base station equipment, provide however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in A-F above.**

Substantial Change pursuant to F.S. Section 365.172(13). **Means a modification or collocation to a tower or base station where:**

- **A. The collocation does not increase the height of the existing structure to which the antennas are to be attached, measured to the highest point of any part of the structure or any existing antenna attached to the structure;**
- **B. The collocation does not increase the ground space area, otherwise known as the compound, if any, approved in the site plan for equipment enclosures and ancillary facilities;**
- **C. The collocation consists of antenna, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with any applicable structural or aesthetic design requirements and any requirements for location on the structure, but not prohibitions, or**

D. restrictions on the placement of additional collocations on the existing structure or procedural requirements, other than those authorized by the City's land development regulations in effect at the time of the collocation application; and

E. The collocation consists of antenna, equipment enclosures, and ancillary facilities that are of a design and configuration consistent with all applicable restrictions or conditions, if any, that do not conflict with sub-paragraph (3) and were applied to the initial antenna placed on the structure and to its accompanying equipment enclosures and ancillary facilities and, if applicable, applied to the structure supporting the antenna.

***Temporary wireless facility*. A temporary tower or other structure typically located on a trailer that provides interim short-term communications when permanent WF equipment is unavailable or offline. A Temporary wireless facility meets an immediate demand for service in the event of emergencies and/or public events where the permanent wireless network is unavailable or insufficient to satisfy demand.**

***Toll*. The time for review and processing an application is effectively stopped pending the resolution of some condition{s).**

***Tower*. Any structure build for the sole or primary purpose of supporting any "FCC licensed: {Can this be a defined term?) It is already defined or authorized antennas and their associated facilities. including structures that are constructed for wireless communications services including. but not limited to. private. broadcast. and public safety services. as well as unlicensed wireless services and fixed wireless services such as microwave backhaul. and the associated site. The tower can be concealed or non-concealed.**

***Tower base*. The foundation, usually concrete, on which the tower and other support equipment are situated. For measurement calculations. the tower base is that point on the foundation reached by dropping a perpendicular from the geometric center of the tower.**

***Tower height*. The vertical distance measured from the grade line to the highest point of the tower, including any antenna, lighting or other equipment affixed thereto.**

***Transmission equipment*. Equipment that facilitates transmission of any Commission-licensed or authorized wireless communication service including, but not limited to, radio transceivers, coaxial or fiber-optic cable. and regular and backup power supply. The term includes equipment associated with wireless communications services including but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.**

***Variance*. A modification of the terms of this Section where a literal enforcement of this Section would result in an unnecessary site-specific hardship and shall be reviewed and may be granted by the Board of Adjustment.**

***Wireless facility (WF)*. Equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological**

configuration and equipment associated with wireless communications. The term includes small wireless facilities. The term shall not include:

A. The structure or improvements on, under, within or adjacent to the structure on which the equipment is collocated; or

B. Wireline backhaul facilities; or

C. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

6.01.03 Exemptions.

The following wireless facilities are exempt from the development standards of this Section and subject only to the completion of a Wireless Facility Application and issuance of a building permit for applicable codes; notwithstanding any other provisions:

- **A. A government-owned communications facility, upon the declaration of a state of emergency by federal, state, or local government, and a written determination of public necessity by the City designee; except that such facility must comply with all federal and state requirements. No communications facility shall be exempt from the provisions of this division beyond the duration of the state of emergency.**
- **B. A government-owned communications facility erected for the purposes of installing antenna(s) and ancillary equipment necessary to provide communications for public health and safety.**
- **C. A temporary wireless facility, upon the declaration of a state of emergency by federal, state, or local government, or determination of public necessity by the City and approved by the City; except that such facility must comply with all federal and state requirements. The WF may be exempt from the provisions of this division up to sixty (60) calendar days after the duration of the state of emergency.**
- **D. Over the air reception devices ("OTARD") as that term is defined by the Federal Communications Commission, including satellite earth stations that are one (1) meter (39.37 inches) or less in diameter in all residential zoning districts and two (2) meters or less in all other zoning districts. OTARD devices are exempt provided that same do NOT require the construction of a tower or other structure, which height exceeds 12 feet above the residential structure of the consumer who desires to receive fixed wireless services, satellite transmissions, or over the air reception of television signals.**
- **E. Routine maintenance of small wireless facilities.**
- **F. Replacement of small wireless facilities with small wireless facilities that are the same size or smaller.**
- **G. An Amateur Radio Tower that is used exclusively for non-commercial purposes that is less than 65 feet in height.**

6.01.04 Applicability for All Non-Exempt WF.

- **A. Towers and base stations existing prior to the enactment of this Section or permitted prior to the enactment of this Section shall be allowed to continue to operate provided they met the requirements set forth by the City at the time of final inspection; not including any towers that are currently in violation of this Section and any pre-existing Tower Ordinance of the City.**
- **B. This Section its subparts and the related terms in Tables 6.01.00(1) and 6.01.00(2) shall apply to the development activities of communications service, wireless**

infrastructure and wireless services providers for equipment including the installation, construction, or modification of all macrocell, small wireless and micro wireless facilities and related ancillary equipment on concealed and non-concealed existing and new wireless communication facilities on public and private land and in the City's and other ROW (except small wireless facilities located in a City ROW, which are regulated pursuant to Section 7.01.02 below, and micro wireless facilities which are attached to a wire between two utility poles within a ROW, which are exempt from regulation) including but not limited to:

1. **Non-commercial. amateur radio station antennas and towers greater than 65 feet in height.**
2. **Temporary wireless facility a/k/a Cell on Wheels (COW).**
3. **Existing towers and base stations.**
4. **Collocation on existing towers and base stations.**
5. **Expansion of existing towers and base stations.**
6. **Replacement towers and base stations.**
7. **Proposed new towers and base stations.**
8. **Broadcast towers and antenna.**

6.01.05 Building Code Requirements. Permits and Fees.

A. **Building Code Requirements. All wireless facility infrastructure(s) shall be constructed and maintained in conformance with all applicable code requirements.**
B. **Permits and Fees Required. All wireless facility infrastructure(s) shall be subject to completion of a wireless facility application. the development standards described on the WF application and in this Section and all legally permissible permit and review fees.**
   1. **The City uses fees set by the City Commission (which shall not be considered a license. franchise or privilege tax) payable to City of Fernandina Beach to cover the necessary processing cost of all wireless facility applications.**
   2. **The City reserves the right to conduct a supplemental third-party review on all wireless facility applications subject to the same timeframe for initial reviews and approvals for any Permit subject to the following. Based on the results of the supplemental technical review. the approving authority may require changes to the applicant's application or submittals.**
   3. **The supplemental technical review may address any or all of the following:**
      a. **The accuracy and completeness of the application and any accompanying documentation.**
      b. **The applicability of analysis techniques and methodologies.**
      c. **The validity of conclusions reached.**
      d. **Whether the proposed communications facility complies with the applicable approval criteria set forth in these codes.**
      e. **Other engineering or technical items deemed by the City to be relevant to determining whether a proposed communications facility complies with the provisions of these codes and not within the knowledge of City staff.**

6.01.06 WF Siting Preferences, Zoning Matrix, Review Types and Approvals Required.

A. **Siting Preference. As a result of citizen participation during the Wireless Facility Master Planning Process the siting of new wireless facilities of any type shall be in accordance with the siting preferences in the WF Use Table 6.01.00(1) below. The**

most preferred option is listed first as number one (1) and the least preferred option last as number five. Where a lower-ranked alternative is proposed. the applicant must demonstrate through relevant information why the higher ranked options are not technically feasible, practical, or justified given the location of the proposed facilities. The applicant must provide this information in its application for the application to be considered complete.

B. Zoning Matrix. Applications and Review Matrix for Approvals. No new wireless facility shall be constructed in the City unless all the applicable approvals listed in the table below are secured.

C. Types of Reviews/Approvals Required. No new wireless facility shall be constructed in the City unless all of the applicable approvals listed in the Table below are secured.

Table 6.01.06(A): Wireless Facility Sitting Preferences

	Wireless facility Type	Macrocell Tower Examples	Macrocell Base Station Example	Small Wireless Facility Tower Examples	Small Wireless Facility Base Station Examples	Standards
1	Collocation on existing tower or base station, located on: a. City owned land b. Other publicly owned land c. Private property*			No examples at this time of the new infrastructure		Outside ROW: 6.01.00(H), (P) and additionally (Q) for small wireless facilities
2	New concealed base station, located on: a. City owned land b. Other publicly owned land c. Private property*	Not Applicable		Not Applicable		Outside ROW: 6.01.00(H), (S) and additionally (Q) for small wireless facilities
3	New non-concealed base station, located on: a. City owned land b. Other publicly owned land c. Private property*	Not Applicable		Not Applicable		Outside ROW: 6.01.00(H) and (G)
4	New concealed dual purpose tower or utility pole or replacement of a non-concealed tower or utility pole with a new concealed dual purpose tower or utility pole a. On City owned land b. On other publicly owned land c. On private property* d. In public ROW		Not Applicable		Not Applicable	Inside ROW: 7.01.02(d), (e and (f) Outside ROW: 6.01.00(H) and (U) and in (R) if in a single-family residential zoning district
5	New non-concealed replacement monopole with another non-concealed monopole tower or utility pole, located on: a. City owned land b. Other publicly owned land c. Private property* d. In public ROW		Not Applicable		Not Applicable	Inside ROW: 67.01.02(d), (e) and (f) Outside ROW: 6.01.00(H) and (S) and (U)

***The sub preferences for private property shall be:**

1. Non-residential Districts

2. Multi-family residential districts (where permitted),

3. Single-family residential districts (where permitted) shall only be on lots not used for single family homes. Examples include, but are not limited to parks, open space, schools, religious institutions, and public safety facilities.

6.01.07 Provisions for All Wireless Facilities.

A. Abandonment (Discontinued Use).
   1. The owner of a wireless facility must notify the City when an approved facility is decommissioned and no longer in use.
   2. Wireless facility towers, antennas, and the equipment compound shall be removed, at the tower or base station owners' expense, within 180 days of cessation of use, unless the abandonment is associated with a replacement as provided in the 'Replacement" section of this Ordinance, in which case the removal shall occur within ninety (90) days of cessation of use.
   3. A tower or base station owner wishing to extend the time for removal or reactivation shall submit an application stating the reason for such extension. The City may extend the time for removal or reactivation up to sixty (60) additional days upon a showing of good and unique cause. If the tower or antenna is not removed within this time, the City may give notice that it will contract for removal within thirty (30) days following written notice to the tower or base station owner. Thereafter, the City may cause removal of the tower with costs being borne by the tower or base station owner.
   4. Upon removal of the wireless facility tower, antenna, and equipment compound, the development area shall be returned to its natural state and topography and vegetated consistent with the natural surroundings or consistent with the current uses of the surrounding or adjacent land at the time of removal, excluding the foundation, which does not have to be removed.

B. Interference with Public Safety Communications. In order to facilitate the regulation, placement, and construction of antenna, and to ensure that all parties are complying to the fullest extent possible with the rules, regulations, and/or guidelines of the FCC, each wireless provider shall agree in a written statement (as part of the application process) to the following:
   1. Compliance with "Good Engineering Practices" as defined by the FCC in its rules and regulations.
   2. Compliance with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI).
   3. In the case of an application for collocated wireless facility, the applicant, together with the wireless provider, must use their best efforts to provide a composite analysis of all users of the site to ensure that the applicant's proposed facilities will not cause radio frequency interference with the City's public safety communications equipment and will implement appropriate technical measures, as described in antenna element replacements, to ensure prevention of such interference.
   4. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and has reasonable cause to believe that such interference has been or is being caused by one or more wireless facility antenna arrays, the following steps shall be taken:
      a. The City will provide written notification to all wireless service providers operating in the City of possible interference with the public safety communications equipment and upon receipt of such notifications, the wireless providers shall use their best efforts to cooperate and coordinate

with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry-public safety "Enhanced Best Practices Guide", released by the FCC in Appendix D of FCC 04-168 (released August 6, 2004), including the "Good Engineering Practices", as may be amended or revised by the FCC from time to time in any successor regulations.

b. If any wireless provider fails to cooperate with the City in complying with the owner's obligations under this section or if there is a determination of radio frequency interference with the City's public safety communications equipment, the wireless provider who failed to cooperate and/or the wireless provider which caused the interference shall be responsible for reimbursing the City for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the City to determine the source of the interference. For the purposes of this subsection, failure to cooperate shall include failure to initiate any response or action as described in the "Enhanced Best Practices Guide" within twenty-four (24) hours of City's notification.

C. Signage. All wireless facilities shall be clearly identified with the following information:
   1. Name plate signage shall be provided in an easily visible location to include: FCC ASR registration number (if applicable); site owner's name, site identification number and/or name, phone number of contact to reach in event of an emergency or equipment malfunction, any additional security and safety signs.
   2. If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall shall display in large, bold, high contrast letters, minimum height of each letter four (4) inches, the following: "HIGH VOLTAGE - DANGER."
   3. No outdoor advertising signage is permitted at the wireless facility.

D. Lighting. Lighting on wireless facility towers and base stations shall not exceed the Federal Aviation Administration (FAA) minimum standards. All other lighting shall be subject to the following:
   1. Any lighting required by the FAA must be of the minimum intensity and number of flashes per minute {i.e., the longest duration between flashes) allowable by the FAA. Dual lighting standards are required with strobe during daytime and red flashing lights at night unless prohibited by the FAA.
   2. Lights shall be filtered or oriented so as not to project directly onto surrounding property or ROW, consistent with FAA requirements.

E. Structural Integrity: The entire tower or base station and all appurtenances shall be designed pursuant to the design requirements of ASCE 7, including wind speed design requirements, and tower loading/wind design requirements of Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 222-G, Series II or Series III (as applicable), including any subsequent modification to those specifications.
   1. Grading shall be minimized and limited only to the area necessary for the new tower and equipment.
   2. A signed statement from the wireless facility owner or owner's agent stating that the radio frequency emissions comply with FCC standards for such emissions as set forth in 47 CFR 1.1 307, 1.310, 2.091 or 2.093, as applicable

(Report and Order. ET Docket 93-62 (Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation), 11 FCC Red 15123 (1996); Second Memorandum Opinion and Order and Notice of Proposed Rule Making, ET Docket 93-62 (WT Docket 97- 192), 1 2 FCC Red 13494 (1997). In addition, any collocation, modification or upgrade application shall contain an analytical report that confirms that following installation, the composite facility will remain in compliance with FCC standards as stated in OET-65.

3. All communications towers and antennas shall be maintained in good condition and in accordance with all standards in this section. No additions, changes or modifications shall be made except in conformity with the standards of Section 6.06.00.
4. At all times, each wireless facility not located in a City right of way shall be insured for liability in the amount of not less than $5,000,000.00.

F. Certificate of Insurance.

At all times during the use or occupancy of the public rights-of-way, including any time during placement or maintenance of communications facilities, the Permittee shall obtain, pay all premiums for, and maintain satisfactory to the City, insurance coverage insuring the Permittee and naming the City, its officers, boards, council. Council members, agents and employees as additional insureds: workers' compensation and employer liability insurance to meet all requirements of Florida law and commercial general liability insurance with respect to the construction, operation and maintenance of the communications facilities, and the conduct of registrant's business in the City, in the minimum amounts of:

1. $1,000,000.00 in any one accident for bodily injury, personal injury or death, property damage;
2. $500,000.00 for personal injury to any one person;
3. $250,000.00 for property damage in any one accident;
4. Business automobile liability insurance valid in the State of Florida which policy limit shall be in an amount not less than $1,000,000.00 combined single limit, including bodily injury and property damage covering owned, leased, hired and non-owner vehicles.
5. Workers' Compensation valid in the State of Florida which policy limit shall be in an amount not less than the statutory limit for Workers' Compensation.
6. Employer's liability insurance valid in the State of Florida which policy limit shall be in an amount not less than $1,000,000.00 each accident for employer's liability.
7. All insurance providers used shall be admitted and duly authorized to do business in the State of Florida and shall have been assigned by A. M. Best Company a minimum Financial Strength Rating of "A" and a minimum Financial Size Category of "IX" (i.e., a size of $250,000,000.00 to $500,000,000.00 based on capital, surplus, and conditional reserve funds). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable. All liability policies shall name the City, its council members, officers, boards, agents and employees as additional insureds with respect to any covered liability arising out of the placement or maintenance of communications facilities in the public rights-of-way or other activities under this Chapter. Each communications services provider shall furnish annually to the City certificates showing proof of all required insurance coverage. All liability coverage must be in occurrence form and in accordance with the limits specified. Claims made policies are not acceptable. No

insurance policy shall be canceled, nor shall the occurrence or aggregate limits set forth herein be reduced, until the City has received at least 30 days' advance written notice by registered, certified or regular mail of any cancellation, intent not to renew or reduction in policy coverage. Each communications services provider shall be responsible for notifying the City of such cancellation, intent not to renew or reduction in coverage. All certificate(s) of insurance, including all endorsements and riders, evidencing insurance coverage shall be submitted to the City within 30 days after the date of registration with the City in order for a communications services provider to obtain a permit required for construction in the public rights-of-way. Each communications services provider shall, in the event of any such notice described above, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within 30 days following receipt by the City or the communications services provider of such notice.

8. **Nothing contained in this Chapter shall limit a communications service provider's liability to the City to the limits of insurance certified or carried.**
9. **A communications services provider may satisfy the insurance requirements of this Chapter by providing documentation of self-insurance that, in the sole discretion of the City Manager, demonstrates incontrovertibly the adequacy to defend and cover claims of any nature that might arise from the placement and maintenance of facilities in the public ROW. The communications services provider must be authorized as a self-insurer by the Department of Insurance under the laws of the State of Florida.**

G. **Towers shall be located and designed to ensure minimal aesthetic impact. Aesthetic impact shall take into consideration, but not be limited to, the amount of the tower structure that can be viewed from surrounding residential zoning districts, designated scenic roadways, and historic districted in eligible or to be listed in the Nation Register of Historic Places. Consideration shall also include the distance to any residential zoning district, any design factors that mitigate negative aesthetic impact, landscaping or intervening visual buffers, existing character of surrounding area, or other visual options proposed by the applicant.**
H. **Towers shall be located and designed to ensure compatibility. Compatibility determinations shall take into consideration the degree to which the tower structure is designed and located to be compatible with the nature and character of the other land uses and /or with the environment of the surrounding neighborhood.**

6.01.08 Additional Provisions for all Wireless Facilities Outside City ROW

A. **Parking. One parking space is required for each tower development area located outside of the ROW. The space shall be provided within the leased area, or equipment compound or the development area as defined on the site plan.**
B. **Buffers and landscaping shall be per City Land Development Code Chapter 4.**

6.01.09 Additional Provisions for Non-Exempt Temporary Wireless Facilities and Cellular on Wheels.

A. **Development Standards.**
   1. **Proof of notification of installation or construction from the FAA, if applicable.**

2. Height shall be less than 120'.
3. It does not involve any excavation (or excavation where prior disturbance exceeds proposed excavation by at least 2 feet).
4. Description of proposed location, including type of temporary structure, type of electrical service to be utilized, description of temporary necessity requiring Temporary WF.
5. Duration of proposed cellular on wheel facility shall not exceed 14 calendar days.

B. Approval Process. Administrative approval by the City will be considered through the application of a temporary use permit.

6.01.10 Additional Provisions for Collocation on any Existing Tower or Base Station

A. Development Standards. For collocation on any tower or base stations (concealed or non-concealed) outside the City ROW, additions or modifications may not exceed the definition of substantial change under federal or state definitions set forth above.
B. Application review timeframes.
   1. A collocation application entitled to expedited streamlined processing pursuant to Section 6409 of the Middle-Class Tax Relief and Job Creation Act of 2012 (47 USC §1455(a)) shall be deemed complete unless the City provides written notice to the applicant that the submission is incomplete (a "notice of incompleteness") within 30 calendar days of application submission (or within some other mutually agreed upon timeframe). Notice of incompleteness will be in writing and will identify specifically the deficiencies in the application which, if cured, would make the application complete. Upon notice of incompleteness, the timeline for a decision will be tolled until the applicant re-submits to correct such deficiency. The City will, within ten (10) calendar days of re-submission, notify the applicant of continuing deficiencies or the application will be deemed complete. The timeline for a decision will be likewise tolled during the additional re-submission deficiency period until the second resubmission.
   2. Other collocation applications entitled to expedited streamlined process review pursuant to F.S. 365.172(13) will be deemed complete unless the City provides a written notice of incompleteness to the applicant within 20 business days of submission (or within some other mutually agreed upon timeframe). Notice of incompleteness will identify specifically the deficiencies in the application which, if cured, would make the application complete. Upon notice of incompleteness, the timeline for a decision will be tolled until the applicant re-submits to correct such deficiency. The City will, within twenty (20) business days of re-submission, notify the applicant of continuing deficiencies or the application will be deemed complete. The timeline for a decision will be likewise tolled during the additional re-submission deficiency period until the second resubmission.
C. Approval Process. Administrative approval by the City will be considered through the application of a building permit.

6.01.11 Additional Provisions for New Small Wireless Facilities Outside City ROWs.

A. Development Standards:
   1. Concealed and Non-concealed New Base Stations.
      a. Small wireless facilities shall be no larger in size than specified in the definition for these facilities in Section 7.01.02.
      b. Concealed new base station antenna and concealed wireless equipment associated with the facility is preferred over new non-concealed base stations.
      c. The top of the attached wireless facility antenna shall not be more than ten (10) feet above the existing or proposed building or structure.
      d. Concealed WF antennas, feed lines and ground related equipment shelters/cabinets shall be designed to architecturally match the façade, roof, wall, and/or structure on which they are affixed so that they blend with the existing structural design, color, and texture.
      e. A photo rendering shall be provided of the WF that depicts aesthetic features including, but not limited to, the use of colors, concealment, screening, and buffering, with a before and after installation exhibit.
      f. When a new base station is located on a nonconforming building or structure, the existing permitted nonconforming setback shall prevail.
      g. To the extent possible, base stations should be located outside of the floodplain. Where it is not possible, placement shall comply with Fernandina Beach's floodplain management ordinance and Land Development Code regarding floodplain and wetlands.
      h. Base Stations cannot be located within wetlands, wetland transitional areas, or wetland buffers.
   2. New Concealed Dual-Purpose Tower
      a. Small wireless facilities will be no larger in size than specified in the definition for these facilities in Section 7.01.02.
      b. Concealment design is required to minimize the visual impact of wireless communication facilities. For this reason, all new towers must be a concealed dual-purpose wireless facility.
      c. All new small wireless towers must be designed with considerations of height, scale, color, texture and architectural design of the buildings where the new facility is proposed. All cables, conduits, electronics and wires must be enclosed within the structure. A photo rendering must be provided of the proposed antenna that depicts a before and after installation exhibit.
      d. Neutral host antenna, smart poles and prefabricated multi-tenant dual-purpose type facilities are preferred. Applicants may seek a waiver of this requirement if they can demonstrate that there is no commercially available single antenna system, smart pole or multi-tenant dual purpose tower that can accommodate multiple wireless service providers.
      e. Height: The total height including antenna must not exceed thirty-five (35) feet.
      f. Wireless equipment (other than the antenna) associated with the facility to be located in accordance with the descending order of preference:
         i. Concealed on the ground away from the tower;
         ii. Concealed at the base of the tower;
         iii. Non-concealed on the tower;

iv. Non-concealed on the ground next to the tower or away from tower to be determined on a case-by-case basis depending on sidewalk and ROW width.

B. Approval Process.

1. The City's staff designee will review and provide comment on any deficiencies in wireless facility applications in writing within thirty (30) days of submission or within some other mutually agreed upon time frame. The comment notice will identify the deficiencies in the WF application, which, if cured, would make the application complete. The WF application will be deemed complete on resubmission if the resubmitted materials cure the original deficiencies indicated by the City.
2. If the City does not approve or deny the application following resubmission then the application will be deemed approved within ninety (90) business days from the time the application is deemed complete or a mutually agreed upon time frame between the City and the applicant.
3. The City may deny an application on the basis that it does not meet any of requirements below:
   a. The City's applicable codes;
   b. Local code provisions or regulations that concern public safety, reasonable and nondiscriminatory concealment requirements;
   c. Historic preservation requirements.
4. If the City denies an application. then the City will:
   a. Document the basis for a denial, including the specific code provisions on which the denial was based;
   b. Send the documentation to the applicant on or before the day the City denies an application. The applicant may cure the deficiencies identified by the City and resubmit the application within thirty (30) days of the denial without paying an additional application fee. The City will approve or deny the revised application within thirty (30) days of the date on which the application was resubmitted. Any subsequent review shall be limited to the deficiencies cited in the prior denial.

6.01.12 Additional Provisions for New Macrocell Base Station Facilities

A. Development Standards.

1. Concealed new base stations are preferred over new non-concealed base stations per the siting preference matrix in Table 6.01.06(A).
2. The top of the attached wireless facility antenna must not be more than ten (10) feet above the existing or proposed building or structure.
3. Concealed WF antennas, feed lines and ground related equipment shelters/cabinets must be designed to architecturally match the façade, roof, wall, and/or structure on which they are affixed so that they blend with the existing structural design, color, and texture.
4. A photo rendering must be provided of the WF that depicts aesthetic features including, but not limited to, the use of colors, concealment, screening and buffering, with a before and after installation exhibit.
5. When a new wireless facility base station is located on a nonconforming building or structure. the existing permitted nonconforming setback will prevail.

B. Application Review Timelines.

1. City planning staff designee will review and provide comment on any deficiencies in new base station WF applications in writing which shall be postmarked to the applicant within twenty (20) business days of submission or within some other mutually agreed upon time frame. The notice shall identify the deficiencies in the wireless facility application, which if cured, would make the application complete. The WF will be deemed complete on resubmission if the resubmitted materials cure the original deficiencies indicated by City.
2. If the City does not respond in writing to the applicant of an eligible facility collocation request within the specified timeframe, the application shall be deemed complete.
3. The City will issue a written decision approving or denying an application request within ninety (90) business days of such application being deemed complete.
4. Approval Process. Administrative approval by the City.

6.01.13 Additional Provisions for Outdoor Distributed Antenna System Hub

A. Development Standards.
   1. Setbacks for outdoor distributed antenna system hub shelters/buildings must meet the setback standards of the underlying zoning district.
   2. Equipment shelters/building must be architecturally compatible with the general character of the neighborhood and historic character, if applicable.
   3. Equipment shelters/buildings/cabinets must be screened with materials and colors consistent with the surrounding backdrop and/or textured to match the existing structure. The use of foliage and vegetation around ground equipment may be required based on conditions of the specific area where the ground equipment is to be located.

B. Application Review Timelines.
   1. The City will review and provide comment on any deficiencies in new outdoor DAS hub applications in writing which will be postmarked to the applicant within twenty (20) business days of submission or within some other mutually agreed upon time frame. The notice will identify the deficiencies in the wireless facility application, which if cured, would make the application complete. The WF will be deemed complete on resubmission if the resubmitted materials cure the original deficiencies indicated by City.
   2. If the City does not respond in writing to the applicant of an eligible facility collocation request within the specified timeframe, the application will be deemed complete.
   3. The City will issue a written decision approving or denying an application request within ninety (90) business days of such application being deemed complete.

C. Approval Process. Administrative approval by the City

6.01.14 Additional Provisions for New Concealed Dual-purpose Towers and New Nonconcealed Replacement Monopoles.

A. Macroce/1 Facility Development Standards
   1. Visibility Concealed
      a. New concealed wireless facility towers must be designed to match adjacent structures and landscapes with specific design considerations such as

architectural designs, height, scale, color, and texture with existing structures and landscapes on the property.

b. New antenna mounts must be concealed and match the concealed WF tower.

c. In residential zoning districts. new concealed wireless facility towers will only be permitted on lots whose principal use is not single-family residential, such as schools, churches, synagogues, fire stations, parks, and other public property.

2. Visibility Non-concealed - Replacement monopoles only will be allowed in the City.
3. Replacement - any replacement tower must achieve either the same level of visibility or less than the tower that it is replacing. A replacement for a concealed wireless facility must be concealed. A replacement of a non-concealed tower must be either concealed or a monopole type tower.
4. Height.
   a. Where permitted new concealed towers in non-single-family districts shall be limited to 120'.
5. Setbacks. New towers will be subject to the setbacks described below:
   a. A concealed wireless facility may be constructed using breakpoint design technology (see 'Definitions'), in which case the minimum setback distance will be equal to 110 percent (110%) of the distance from the top of the structure to the breakpoint level of the structure, or the minimum side and rear yard requirements, whichever is greater. Certification by a registered professional engineer licensed by the State of Florida of the breakpoint design and the design's fall radius must be provided together with the other information required herein from an applicant. (For example, on a 100-foottall monopole with a breakpoint at eighty (80) feet, the minimum setback distance would be twenty-two (22) feet (110 percent of twenty (20) feet, the distance from the top of the monopole to the breakpoint) in addition to the minimum side or rear yard setback requirements for that zoning district.
   b. For a concealed wireless facility tower not constructed using breakpoint design technology, the minimum setback distance will be equal to the height of the proposed WF.
   c. Replacement monopole towers will be subject to the minimum setback distance imposed upon the tower being replaced.
6. Equipment cabinets and Equipment Shelters. Electronic equipment must be contained in either (a) equipment cabinets or (b) equipment shelters. Equipment cabinets must not be visible from pedestrian and ROW views. Equipment cabinets may be provided within the principal building on the lot, behind a screen on a rooftop, or on the ground within the fenced-in and screened equipment compound.
7. Fencing. All equipment compounds must be enclosed with an opaque fence or masonry wall in residential zoning districts and in any zoning district when the equipment compound adjoins a public ROW. Alternative equivalent screening may be approved through the site plan approval process.
8. Equipment Compound. The fenced-in compounds must not be used for the storage of any excess equipment or hazardous materials. No outdoor storage yards will be allowed in a tower equipment compound. The compound must not be used as habitable space.

9. Balloon Test.
   a. New concealed and non-concealed wireless facility towers must be configured and located in a manner that will minimize adverse effects including visual impacts on the landscape and adjacent properties.
   b. A balloon test will be required subsequent to the receipt of the photo simulations in order to demonstrate the proposed height and concealment solution of the WF. The applicant must arrange to raise a colored balloon no less than three (3) feet in diameter at the maximum height of the proposed tower, and within twenty-five (25) horizontal feet of the center of the proposed tower. The applicant must meet the following for the balloon test:
   c. Applicant must inform the City and abutting property owners in writing of the date and times, including alternative date and times, of the test at least fourteen (14) days in advance.
   d. A 3' by 5' sign with lettering no less than 3 inches high stating the purpose of the balloon test must be placed at closest major intersection of proposed site.
   e. The date, time, and location, including alternative date, time and location, of the balloon test must be advertised in a locally distributed paper by the applicant at least seven (7) but no more than fourteen (14) days in advance of the test date.
   f. The balloon must be flown for at least four (4) consecutive hours during daylight hours on the date chosen. The applicant must record the weather, including wind speed during the balloon test.
   g. Re-advertisement will not be required if inclement weather occurs.
10. WFs must be engineered and constructed for collocation as follows: 2 tenants between 80 and 100 feet, for 3 tenants between 101 and 120 feet in height, and for 4 tenants above 120 feet in height.
11. Grading must be minimized and limited only to the area necessary for the new WF and equipment compound.
12. All landscaping will be subject to Chapter 4 of the Land Development Code.

6.01.15 Additional Submittal Requirements for Applications

A. Development Standards.
   1. Simulated photographic evidence of the proposed tower and antenna appearance from any and all residential areas within 1.500 feet and vantage points approved by the City including the facility types the applicant has considered and the impact on adjacent properties including:
      a. Overall height.
      b. Configuration.
      c. Physical location.
      d. Mass and scale.
      e. Materials and color.
      f. Illumination.
      g. Architectural design.
   2. Applicant must provide a written statement of proposed facility compliance with all applicable FCC rules and regulations.
   3. A map of the same search ring submitted and used by the applicant's site locator with a statement confirming the same.

4. A map indicating applicant's existing RF signal propagation. a map indicating applicant's proposed new radio frequency (RF) signal propagation. and a map indicating the proposed facility's coverage area. which provides sufficient justification for the requested support structure height.
5. A map indicating applicant's existing RF signal propagation and a map indicating applications proposed new RF signal propagation.
6. A statement from the applicant providing information regarding justification for the proposed new WF facility.
7. An affidavit by a radio frequency engineer demonstrating compliance with the Permitted Use List (Table 6.01.06(A)) of this Section and providing the qualifications of affiant. If a lower ranking alternative is proposed the affidavit must address why higher ranked options are not technically feasible, practical, and/or justified given the location of the proposed communications facility.
8. Statement as to the potential visual and aesthetic impacts of the proposed tower and equipment on all adjacent residential zoning districts.
9. Written statement by a registered professional engineer licensed by the State of Florida specifying the design structural failure modes of the proposed facility. if applicable.
10. A radio frequency propagation plot indicating the coverage of existing antenna sites. coverage prediction. and design radius, together with a certification from the applicant's radio frequency engineer that the proposed facility's coverage or capacity potential cannot be achieved by any higher ranked alternative such as a concealed facility, attached facility, replacement facility, collocation, or new tower and reasons why such alternative structures are unacceptable.
11. All other documentation. evidence. or materials necessary to demonstrate compliance with the applicable approval criteria set forth in this Ordinance.
12. Prior to issuance of a building permit, proof of FAA compliance with Subpart C of the Federal Aviation Regulations, Part 77, and "Objects Affecting Navigable Airspace", if applicable.
13. Proof of compliance with National Environmental Policy Act and National Historic Preservation Act.

B. Application Review Timelines:
   1. City planning staff designee will review and provide comment on any deficiencies in new conditional use permit applications in writing which will be postmarked to the applicant within twenty (20) business days of submission or within some other mutually agreed upon time frame.
   2. The City will issue a written decision approving or denying a conditional use permit application request within ninety (90) business days of such application being deemed complete.

C. Approval Process: A new conditional use permit application for a new macrocell facility in this section will be reviewed and a decision rendered by the Board of Adjustment within ninety (90) business days of receipt of the application, subject to any applicable tolling for application deficiencies and resubmissions, so long as the applicant demonstrates that the facilities will be used, immediately upon completion of construction, to provide wireless communication services. or within such other mutually agreed upon time.

6.01.16 Additional provisions for Broadcast towers outside the City ROWs (subject to definitions in Sec. 6.01.00(C)).

A. Development Standards.

1. **Broadcast Tower Determination of Need. No new broadcast towers will be permitted unless the applicant demonstrates that no existing broadcast tower can accommodate the applicant's proposed use.**
2. **The zoning lot on which a broadcast facility is located must have a minimum gross land area of one hundred fifty thousand (150,000) square feet.**
3. **Height. Height for broadcast towers will be evaluated on a case-by-case basis; the determination of height contained in the applicant's FCC Form 351/352 construction permit or application for construction permit and an FAA determination of no hazard (FAA Form 7460 /2) will be considered prima facie evidence of the tower height required for such broadcast facilities.**
4. **Setbacks. New broadcast towers and anchors must be setback a minimum of five hundred (500) feet from any single-family dwelling unit on same zone lot; and a minimum of 1 foot for every 1 foot of tower height from all adjacent lots of record.**
5. **Equipment Cabinets. Except for AM broadcast towers. cabinets must not be visible from pedestrian views.**
6. **All landscaping will be subject to Chapter 4 of the Land Development Code.**
7. **Fencing. All broadcast facility towers, AM antenna(s) towers, and guy anchors must each be surrounded with an anti-climbing fence compliant with applicable FCC regulations.**
8. **Equipment Compound. The fenced in compounds must not be used for the storage of any excess equipment or hazardous materials. No outdoor storage yards will be allowed in a tower equipment compound. The compound must not be used as habitable space.**

B. Application Review Timelines.

1. **City planning staff designee will review and provide comment on any deficiencies in new broadcast tower applications in writing which will be postmarked to the applicant within thirty (30) calendar days of submission or within some other mutually agreed upon time frame.**
2. **The City will issue a written decision approving or denying an application request within one hundred fifty (150) calendar days of such application being deemed complete.**

C. Approval Process. A new broadcast tower application will be reviewed, and a decision rendered by the Board of Adjustment as applicable within one hundred and fifty (150) days of receipt of the application. subject to any applicable tolling for application deficiencies and resubmissions. so long as the applicant demonstrates that the facilities will be used, immediately upon completion of construction, to provide AM/FM/TV Broadcast services, or within such other mutually agreed upon time.

6.01.17 Appeals

A. Appeals from Administrative Review Process Denials. Appeals from the Administrative Review Process will be heard by the Board of Adjustment and subject to provisions in Chapter 11 of the City Land Development Code.

B. Appeals from Board of Adjustment. Appeals of BOA decisions will go directly to circuit court.

6.01.18 Severability.

If any section, subsection, paragraph, sentence, clause or phrase of Section 6.01.00 of this Land Development Code

6.02.00 SUPPLEMENTAL STANDARDS FOR SPECIFIC USES

6.02.01 Generally

Specific uses permissible in each zoning district are identified in Table 2.03.02. Uses permissible subject to supplemental standards are identified by the letter "S." These uses are permissible only in compliance with the standards applicable to the zoning district and any applicable overlay district, as set forth in Chapter 4, and the additional standards set forth in Section 6.02.00.

6.02.02 Adult Entertainment Establishments

A. Adult entertainment businesses are allowable in the I-1 zoning district, subject to the standards set for the district and the supplemental standards set forth in this section.
B. The separation requirements set forth herein shall apply to the named uses whether located within or outside of City boundaries. Measurement shall be from the closest property line of the adult entertainment business to the nearest point of the parcel on which the named use is located.
C. No adult entertainment business shall be located within 750 feet of the following existing uses and establishments:
    1. Any other adult entertainment business;
    2. A residential use;
    3. A lot zoned for residential use;
    4. A lot with a land use designation of residential on the Future Land Use Map in the Comprehensive Plan;
    5. A religious use or facility;
    6. An educational institution; or
    7. A park or recreation facility.
D. No adult entertainment business shall be located within 200 feet of a commercial establishment that sells or dispenses alcohol for consumption on the premises.
E. An existing adult entertainment business shall not be permitted to expand its operation or enlarge the establishment when such expansion or enlargement results in a location that does not comply with Sections 6.02.02(C) and (D).
F. Advertisements, displays, or other promotional materials visible to the public from the exterior of adult entertainment business shall be considered signs subject to the regulations set forth in Section 5.03.00.
G. All building openings, entries, windows, doors, or other apertures for adult bookstores, adult motion picture theaters, and adult mini-motion picture theaters shall be located, covered, or screened in such a manner as to prevent a view into the interior from any public area; however, such openings shall not be painted out, blacked out, or otherwise obscured in a garish manner.
H. The entire interior of an adult bookstore, or an adult mini-motion picture theater which has separate projection or viewing booths or areas, shall have a minimum illumination of at least two (2) watts per square foot of floor area while open, and every portion of the interior shall be readily visible at all times to the clerk or other supervisory personnel from the counter or other regular station.
I. If separate booths, rooms, cubicles, or other similar areas are provided for use by clients of the adult entertainment business, such areas shall not have doors or other solid

enclosures, but shall only have a thin, opaque cloth curtain which may be opened from the exterior at all times and which does not extend any closer than three (3) feet to the surface of the floor.

6.02.03 Asphalt or Concrete Plants

A. Asphalt or concrete plants are allowable in the I-1 and I-A zoning district, subject to the standards of the zoning district and the standards of this section.

B. The site design standards for an asphalt or concrete plant are as set forth in Table 6.02.03(B).

Table 6.02.03(B). Standards for Asphalt or Concrete Plants

Development Feature	Standard
Minimum setback ▪ **From property zoned or used for commercial, office, or industrial purposes** ▪ **From property zoned or used for residential, conservation, recreation, or public purposes**	 **100 feet** **200 feet**
Fence required ▪ **Type** ▪ **Minimum height** ▪ **Maximum height** ▪ **Orientation**	 **Masonry or other solid fence, other than wood** **6 feet** **8 feet** **Finished side outward**
Buffer requirements	**Double the number of plants required in the buffer as set forth in Section 4.05.00**
Access requirements	**Arterial or collector street**
Noise, smoke, and odor abatement	**Sufficient to ensure compatibility with residential, conservation, recreation, or public properties within 500 feet**

6.02.04 Auto Motorized Vehicle Sales, New or Used

A. A motorized vehicle agency is a permissible use in the MU-8 zoning category as subject to the following supplemental standards.
   1. Motorized vehicle agencies must be located within a totally enclosed building.
   2. Exterior lighting may be used only to illuminate a building and its grounds for safety purposes. Lighting is not to be used as a form of advertising. Lighting must be directed and shielded to avoid direct illumination of a lot zoned or used for residential purposes.
   3. Except fronting S. 8th Street, no motorized vehicle will be displayed or stored outdoors.
   4. Motorized vehicle preparation, mechanical or automobile body or other support services may be offered onsite and are permissible when located in a completely enclosed building.

6.02.05 Automobile Repair, Garage, or Body Shop

A. An Automobile Repair, Garage or Body Shop is a permissible in the MU-8 zoning category as subject to the following supplemental standards.
   1. 1. All services performed by an automobile repair establishment, including repair, painting, and body work activities, shall be performed within a completely enclosed building which may contain overhead doors.
   2. No inoperative vehicles or used vehicle parts shall be stored outside of a fully enclosed building.
      a. Inoperative vehicles may be parked for a period of no greater than 30 days.

3. Outdoor storage of materials and equipment shall be prohibited.
4. No merchandise shall be stored or displayed outside a building except those on moveable display racks that must be stored inside after hours of operation.
5. Vehicle service bays shall be oriented away from 8th street.

6.02.06 Bed and Breakfast Inns

A. A bed and breakfast inn is allowable in R-3, OT-2, MU-1, MU-8, and C-3 zoning districts, subject to the standards of the zoning district and the supplemental standards set forth below.

B. The owner of the bed and breakfast inn shall reside in the inn. However, where an individual owns two (2) or more such facilities, owner-occupancy shall be required in one (1) inn.

C. Density shall not exceed the permissible residential density as set forth in Table 4.01.01. Each two (2) bedrooms or lodging rooms shall be the equivalent of one (1) residential dwelling unit. Where the equivalent number of residential dwellings contains a fraction, the number shall be rounded up to the next whole number. All bedrooms shall be counted in the determination of density, whether occupied by the owner, the owner's family in residence in the bed and breakfast inn, or guests.

D. A private bath shall be provided for each guest room.

E. The building in which the bed and breakfast inn is located shall be substantially similar in design, appearance, and character to residential dwellings located within a 200-foot radius. Distance shall be measured from all property lines of the lot on which the bed and breakfast inn is located.

F. A bed and breakfast inn located within the Historic District shall comply with the standards for the Historic District Overlay.

G. Parking shall meet the following standards:
   1. One (1) space per bedroom shall be provided off-street; and
   2. All required parking spaces shall be located to the side or rear of the principal structure.

H. One (1) sign identifying the bed and breakfast inn is permissible, subject to the following standards:
   1. The maximum sign area shall not exceed eight (8) square feet;
   2. The sign shall have color, design, and materials consistent with the color, design, and materials of the bed and breakfast inn;
   3. The sign shall not be illuminated; and
   4. The sign shall be only a monument sign or a building mounted sign.

6.02.07 Business Services

A. Business Services such as printing, copying, and mailing are allowable in the C-2, I-1 and I-A zoning districts, subject to the standards of the zoning district.

B. Business Services such as printing, copying, and mailing are allowable in the C-1 and C-3, and MU-8 zoning districts, subject to the following standard:
   1. Lithography is prohibited.

6.02.08 Cemeteries

A. New cemeteries are allowable in the PI-1 zoning district, subject to the site design standards of the district.

B. Cemeteries are allowable as an accessory use to a religious facility, subject to the site design standards of the zoning district in which the facility is located and the specific supplemental standards in this section.

C. Site design requirements are set forth in Table 6.02.08(C)

Table 6.02.08(C). Standards for Cemeteries

Development Feature	Standard
Minimum land area	
▪ **When located on the same site as a religious facility**	**½ acre**
▪ **Freestanding**	**1 acre**
Minimum setback for burial plots and columbaria	**30 feet from any property line**
Maximum height for columbaria	**8 feet**
Minimum setbacks for structures, storage, materials, equipment, or interment lots	**Same setback as principal structure**
▪ **When located on the same site as a religious facility**	**20 feet**
Minimum buffer requirements	
▪ **When located on the same site as a religious facility**	**No additional buffer**
▪ **Freestanding**	**As set forth in Section 4.05.05(B), but not less than a buffer "B"**

D. Location requirements
   1. A cemetery shall not be located in a wetland, 100-year floodplain, floodway, or flood hazard area.
   2. All new cemeteries shall be located at least 150 feet from a potable water well or 500 feet from a public potable water wellhead.
   3. Adequate off-street waiting space shall be provided for funeral processions such that no vehicle stands or waits in a public right-of-way.

6.02.09 Clubs, Lodges, Community Centers, and Public Recreation Buildings

A. Clubs, lodges, community centers, and public recreation buildings are allowable in the C-1, C-2, C-3, MU-8, I-1, I-A, PI-1 and W-1 zoning districts, subject to the standards of the zoning district.

B. Clubs, lodges, community centers, and public recreation buildings are allowable in the R-1, RLM, R-2, R-3, and MU-1 zoning districts subject to the standards of the zoning district and the supplemental standards set forth below.

C. Site design standards for clubs, lodges, community centers, and public recreation buildings are set forth in Table 6.02.09(C).

Table 6.02.09(C). Standards for Clubs, Lodges, Community Centers, and Public Recreation Buildings in R-1, RLM, R-2, R-3, and MU-1

Development Feature	Standard
Lot size	
▪ **Minimum area**	**10,000 square feet**
▪ **Maximum area**	**40,000 square feet**
Access	**Arterial or collector street**
Parking requirements	
▪ **Location**	**Side or rear of the principal structure**
▪ **On-street parking**	**Shall not count toward meeting parking requirements**
Outdoor recreation facilities associated with the club, lodge, community center, or public recreation building	
▪ **Buffer requirements**	**Double the buffer otherwise required**
▪ **Outside lighting**	**Prohibited**
▪ **Loudspeakers or paging**	**Prohibited**

Development Feature	Standard
systems	

6.02.10 Craft Distillery or Small-scale Wineries and Breweries

A. A Craft Distillery or Small-scale Wineries or Breweries are allowable in the MU-1, C-1, C-2 and C-3 zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section.

A. Except otherwise provided for in Chapter 565 of the Florida Statues, a Craft Distillery must comply with the current statue as stated: A craft distillery may only ship, arrange to ship, or deliver any of its distilled spirits to consumers within the state in a face-to-face transaction at the distillery property. However, a craft distiller licensed under this section may ship, arrange to ship, or deliver such spirits to manufacturers of distilled spirits, wholesale distributors of distilled spirits, state or federal bonded warehouses, and exporters.

B. The site design standards for a Craft Distillery, Small-Scale Winery, or Small-Scale Brewery are set forth in Table 6.02.10(B).

Table 6.02.10(B). Standards for Craft Distillery, Small-Scale Wineries or Breweries in MU-1, C-1, C-2, and C-3 Zoning Districts

Development Feature	Standard
Access	**Access from a collector or arterial street is required and an appropriate and adequate access for distributor's vehicles must be contained on premise or on a premise under control of the business.**
Buffer	**As set forth in Section 4.05.05, but not less than buffer "B" from any residentially zoned or used property**
Exterior lighting	**Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses**
Parking lots	**Designed to avoid glare from vehicle lights onto property that is zoned or used for residential uses**
Distribution Activity	• **Distribution is limited per Florida Statute 565.03(c)** • **Distribution is limited to reasonable business hours**

6.02.11 Cremation Facilities

A. Cremation facilities for human remains are allowed as an accessory use to a Funeral Home in districts where Funeral Homes are permitted.

B. The cremation facility and funeral home shall be in compliance with all state and local licensing requirements and shall comply with all state and federal regulations including but not limited to air quality standards, testing and reporting (Reference FAC 62-210.310(5)(c) and 62-296.401(5)).

C. Cremation facilities shall comply with yard requirements for the principal structure. Additionally, buffers of no less than type 'C' as set forth in 4.05.05(B) shall be provided where a cremation facility is visible from a residential use or zoning district.

D. Cremation services shall only be operated under that same ownership and in conjunction with the Funeral Home business to which it is an accessory use.

6.02.12 Day Care Centers

A. Day care centers are allowable in the C-2, C-3 and PI-1 zoning districts, subject to the standards of the zoning district.

B. Day care centers are allowable in the MU-1 and C-1 zoning districts subject to the standards of the zoning district and the supplemental standards set forth below.
C. Playgrounds shall be provided in a size and type required by State standards. The following additional standards shall apply:
    1. The playground shall be located in the rear yard. Where site characteristics prevent location of a playground in the rear yard, and adequate space is available in the side yard, a playground may be located in the side yard. Location of a playground in the front yard is prohibited.
    2. The playground shall be fully fenced. The fence shall meet the standards set forth in Section 5.01.10.
    3. The playground shall be located not closer than twenty-five (25) feet to any adjacent property zoned for residential use.
D. The site design standards for day care centers are set forth in Table 6.02.10(D).

Table 6.02.12(D). Standards for Day Care Centers in MU-1 and C-1

Development Feature	Standard
Minimum lot area	**21,780 square feet**
Buffer requirements	**As set forth in Section 4.05.05, but not less than a buffer "B"**
Parking requirements ▪ **Location** ▪ **On-street parking**	 **Side or rear of the principal structure** **Shall not count toward meeting parking requirements**
Access requirements	**Separate off-street drop off area required**

6.02.13 Dining with Dogs – Outdoors Only

A. Dining with dogs in outdoor spaces is authorized pursuant to Florida Statute §509.233 and is allowable in outdoor spaces of public food service establishments in the OT-2, MU-1, C-1, C-2, C-3, MU-8, I-1, I-A, I-W, and W-1 zoning districts, subject to the standards of the zoning district. Public food service establishments and patron are defined by Florida Statute §509.013.
B. In order to protect the health, safety, and general welfare of the public, a public food service establishment is prohibited from having any dog on its premises unless it possesses a valid permit issued in accordance with this section. Service animals are excluded from the permitting requirement.
C. The permit application shall have an associated application fee of Forty Dollars ($40.00) as may be amended from time to time by the City's fee schedule.
D. Applications for a permit under this section shall be made to the Community Development Department on a form provided for such purpose. The application shall include the following information, in addition to any other information deemed reasonably necessary by the Community Development Department in order to implement and enforce the provisions of this section:
    1. The name, location, and mailing address of the public food service establishment.
    2. The name, mailing address, and telephone contact information of the permit applicant.
    3. A diagram and description of the outdoor area to be designated as available to patrons' dogs, including dimensions of the designated area; a depiction of the number and placement of tables, chairs, and restaurant equipment, if any; the entryways and exists to the designated outdoor area; the boundaries of the designated area and of other areas of outdoor dining not available for patrons' dogs; any fences or other barriers; surrounding property lines and public right-of-way, including sidewalks and common pathways; and such other information

reasonably required by the Community Development Department. The diagram or plan shall be accurate and to scale but need not be prepared by a licensed design professional.

4. A description of the days of the week and hours of operation that patrons' dogs will be permitted in the designated outdoor area.
5. Permission from the property owner if the public food service establishment is a tenant.
6. A copy of the public food service establishment's commercial general liability insurance.

E. The following requirements for dog dining at public food service establishments as defined by the state are:

1. All public food service establishment employees shall wash their hands promptly after touching, petting, or otherwise handling dogs. Employees shall be prohibited from touching, petting, or otherwise handling dogs while serving food or beverages or handling tableware or before entering other parts of the public food service establishment.
2. Patrons in a designated outdoor area shall be advised that they should wash their hands before eating. Waterless hand sanitizer shall be provided at all tables in the designated outdoor area.
3. Employees and patrons shall be instructed that they shall not allow dogs to come into contact with serving dishes, utensils, tableware, linens, paper products, or any other items involved in food service operations.
4. Patrons shall keep their dogs on a leash at all times and shall keep their dogs under reasonable control.
5. Dogs shall not be allowed on chairs, tables or other furnishings.
6. All table and chair surfaces shall be cleaned and sanitized with an approved product between seating of patrons. Spilled food and drink shall be removed from the floor or ground between seating of patrons.
7. Accidents involving dog waste shall be cleaned immediately and the area sanitized with an approved product. A kit with the appropriate materials for this purpose shall be kept near the designated outdoor area.
8. A sign or signs reminding employees of the applicable rules shall be posted on premises in a manner and place as determined by the Community Development Department.
9. A sign or signs reminding patrons of the applicable rules shall be posted on premises in a manner and place as determined by the Community Development Department.
10. A sign or signs shall be posted in a manner and place as determined by the Community Development Department that places the public on notice that the designated outdoor area is available for the use of patrons and patrons' dogs.
11. Dogs shall not be permitted to travel through the indoor or non-designated outdoor portions of the public food service establishment, and ingress and egress to the designated outdoor portions of the public food service establishment must not require entrance into or passage through any indoor area of the food establishment.
12. Additional policies as may be deemed necessary by the Community Development Department in order to protect the health, safety, and general welfare of the public.

F. A permit issued pursuant to this section shall not be transferred to a subsequent owner upon the sale of a public food service establishment but shall expire automatically upon the sale of the establishment. The subsequent owner shall be required to reapply for a permit pursuant to this section if the subsequent owner wishes to continue to accommodate patrons' dogs.

G. The applicant must submit a right-of-way permit application in addition to the dog dining permit application if the outdoor area designated for dogs includes City right-of-way.
H. The Community Development Department shall provide the Department of Business and Professional Regulation a copy of all approved applications and permits issued, as well as notice of any complaints received and subsequent response by the City.
I. All applications, permits, and other related materials must contain the Department of Business and Professional Regulation issued license number for each public food service establishment.
J. Signage required under this section is exempt from sign permitting requirements and may not be illuminated, limited to eight (8) feet tall, and may not exceed four (4) square feet.

6.02.14 Drug Store or Pharmacy

A. Drug stores and pharmacies are allowable in the C-1, C-2, I-1, I-A, MU-1 and W-1 zoning districts, subject to the standards of the zoning district.
B. Drug stores and pharmacies are allowable in the C-3 zoning district subject to the standards of the zoning district and the supplemental standards set forth below.
C. The maximum gross floor area for the ground floor is 5,000 square feet, except where the drug store or pharmacy is proposed to occupy an existing structure.

There shall be no drive-through windows associated with the establishment.

6.02.15 Gasoline Stations

A. A gasoline station is a permissible use in the MU-8 zoning category as subject to the following supplemental standards.
    1. Gasoline pumps and pump islands shall not be located so that any part of a vehicle being served will extend into any public right-of-way or private drive used for access or egress.
    2. Gasoline pumps and pump islands shall not be built within 20 feet of a property line.
    3. Landscape strip of at least 2 feet shall be required beside the 6 foot pedestrian access easement.
    4. Storage tanks shall be located below grade.
    5. Outdoor lighting shall be directed and shielded to avoid direct illumination of any street or any lot zoned or used for residential uses.
    6. No inoperative vehicles or used vehicle parts shall be stored outside of a fully enclosed building.
        I. Inoperative vehicles may be parked for a period of no greater than 30 days.
    7. Outdoor storage of materials and equipment shall be prohibited.
    8. No merchandise shall be stored or displayed outside a building except those on moveable display racks that must be stored inside after hours of operation.

6.02.16 Group Homes

A. Group homes are allowable in the following zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section: RE, R-1, R1-G, RLM, R-2, R-3, MU-1, MU-8, and C-3.
B. Group homes shall obtain an occupational license. All group homes shall comply with applicable local, State, or federal, physical plant and fire safety standards, and shall furnish proof of appropriate County, State, or federal licensure, as applicable, before issuance of a City occupational license.

C. Group homes shall be used only for the purpose of providing assistance or specialized care and may not be used for administrative or related office-type activities other than in support of the facility.
D. No counseling or other client service for non-residents is permissible.
E. A group home shall adhere to the following requirements as provided by Policy 3.05.06 of the City's Comprehensive Plan:
    1. Group homes of six (6) or fewer residents licensed as community residential homes by the Department of Children and Family Services (DCFS) shall be deemed a single-family unit, and shall be allowed in single-family or multi-family zoning districts, provided that such homes shall not be located within a radius of 1,000 feet of another existing duly licensed group home of six (6) or fewer residents.
    2. Group homes duly licensed by the DCFS as community residential care facilities which have from seven (7) to fourteen (14) unrelated residents operating as the functional equivalent of a family, including supportive staff as referenced in section 419.001, *F. S.*, shall be allowed in multi-family residential districts, unless the City finds that the proposed group home siting as proposed:
        a. Does not otherwise conform to existing zoning regulations applicable to other multi-family uses in the City;
        b. Does not meet applicable licensing criteria established and determined by the DCFS, including requirements that the group home be located to assure the safe care and supervision of all clients in the home; or
        c. Would result in an excessive concentration of community residential homes. A group home that is located within a radius of 1,200 feet of another existing community residential home in a multi-family zone shall be an over-concentration of such homes that substantially alters that nature and character of the area. A group home that is located within a radius of 500 feet of an area of single-family zoning substantially alters the nature and character of the area.
    3. All distance requirements cited in this subsection shall be measured from the nearest point of the existing group home or area of single-family zoning to the nearest point of the proposed group home.
    4. All sites for group homes shall contain requisite infrastructure including: potable water, adequate surface water management, an approved system of wastewater disposal, and an adequate system for solid waste collection and disposal. The sites shall also be free of safety hazards and all structures shall comply with the City's ordinances and applicable State laws, including applicable State licensing and program requirements.
F. Group homes shall provide a buffer "A," as set forth in Section 4.05.05.
G. On-site management shall be provided twenty-four (24) hours per day, seven (7) days per week.

6.02.17 Group Residential

A. Group Residential facilities are allowable in the following zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section: R-3, MU-1, MU-8, and C-3.
B. Group Residential facilities shall be used only for the purpose of providing housing to its residents and shall not be used to provide any personal care services or supervision to its residents.
C. Group Residential facilities shall be used only for the purpose of providing housing to its residents and shall not be used to provide any personal care services of supervision to its residents.

D. Group Residential facilities shall provide a buffer "A," as set forth in Section 4.05.05.
E. Group Residential facilities shall have a maximum occupancy restriction based on the findings of Fire Marshal's inspection.
F. Group Residential facilities shall provide one (1) off-street parking space for each two (2) occupants, based on maximum occupancy.

6.02.18 Hospitals

A. Hospitals are allowable in the PI-1 zoning district, subject to the standards of the zoning district and the supplemental standards set forth in this section.
B. The site design standards for hospitals are set forth in Table 6.02.18(B).

Table 6.02.18(B). Standards for Hospitals

Development Feature	Standard
Lots **Minimum area** **Minimum street frontage**	 **5 acres** **100 feet**
Height	**Maximum 60 feet**
Setback	**At least 500 feet from the property line of residentially zoned lots**
Access	**Collector or arterial street**
Buffer	**As set forth in Section 4.05.05, but not less than buffer "C"**
Exterior lighting	**Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses**
Parking lots	**Designed to avoid glare from vehicle lights onto property that is zoned or used for residential uses**
Signage	**Off-site signage is permissible**

C. Up to two (2) off-site signs are permissible, subject to the dimensional standards for free-standing signage. Such signage shall be limited to locations on arterial or collector streets at intersections which provide direct access to the hospital site. Signs may be located within the public right-of-way or on non-residentially zoned property with authorization from the property owner.

6.02.19 Liquor Stores, Lounges, and Bars

A. Liquor stores, lounges, and bars are allowable in the MU-1, C-1, and C-3 zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section.
B. The site design standards for liquor stores, lounges, and bars are set forth in Table 6.02.19(B).

Table 6.02.19(B). Standards for Liquor Stores, Lounges, and Bars in MU-1, C-1, and C-3 Zoning Districts

Development Feature	Standard
Access	**Collector or arterial street**
Buffer	**As set forth in Section 4.05.05, but not less than buffer "B"**
Exterior lighting	**Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses**
Parking lots	**Designed to avoid glare from vehicle lights onto property that is zoned or used for residential uses**

6.02.20 Lodging Accommodations

A. Lodging accommodations are allowable in the C-2 and C-3 zoning districts, subject to the standards of the zoning district.
B. Lodging accommodations are allowable in the C-1 and I-A zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section.
C. All exterior lighting shall be directed and shielded to avoid direct illumination of a lot zoned or used for residential, public, recreation, or conservation purposes.
D. Parking lots shall be designed to avoid glare from vehicle lights onto property that is zoned or used for residential, public, or conservation purposes as vehicles enter the parking lot and individual parking spaces.

6.02.21 Lumber and Building Supply

A. Lumber and building supply establishments are allowable in the I-1 and I-W zoning districts, subject to the standards of the zoning district.
B. Lumber and building supply establishments are allowable in the C-2 and I-A zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section.
C. Outdoor storage of materials and supplies is permissible, subject to the following standards:
    1. Storage areas shall be fully enclosed;
    2. Storage areas shall not be used for retail sales; and
    3. Storage areas within fifty (50) feet of property zoned or used for residential purposes shall provide a masonry or solid non-wooden fence not less than six (6) feet and not more than eight (8) feet in height. The decorative, or finished, side of the fence shall face outward.
D. A minimum buffer "D" shall be provided, as set forth in Section 4.05.05.
E. The primary access to the lumber and building supply establishment shall be from an arterial street. Where the property has frontage on two (2) streets, one (1) secondary access may be allowed on a collector street. Access on any local street is prohibited.
F. All outside areas used for display, storage, or sale shall contain a dust-free surface.
G. All exterior lighting shall be directed or shielded to avoid illumination of adjacent properties.
H. Audio amplification systems, including, but not limited to, telephone loudspeakers or paging systems, shall be located to ensure that they cannot be heard on adjacent properties.
I. Required parking shall not be used for storage, seasonal sales, promotional sales, or other retail or wholesale activities. Required parking shall be used for parking purposes only.
J. Stored materials shall not be used for signage.

6.02.22 Marinas

A. Marinas are allowable in the PI-1, W-1 and I-W zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section.
B. Marinas shall be located adjacent to existing channels and passes.
C. A marina shall provide parking for boat trailers and/or vehicle-trailer combinations. Fifty (50) percent of the required off-street parking vehicles may be replaced with parking for vehicle-trailer combinations. In addition to the required parking set forth in Section 7.01.04, parking may be provided for boat trailers.
D. Stacked dry storage shall only be permissible within an enclosed building.
E. Facilities for engine repair shall be within an enclosed building.

F. All proposed activities adjacent to or within the Nassau River/St. Johns River Marshes and Fort Clinch State Park Aquatic Preserves shall obtain and comply with all required permits and approvals as required of the Nassau River/St. Johns River Marshes and Fort Clinch State Park Aquatic Preserves Management Plan.
G. Marinas shall not be located in or adjacent to any FDEP designated manatee sanctuaries, known areas of essential manatee habitat, or manatee foraging areas.
H. Marinas shall be required to provide sewage pump-out facilities approved by the FDEP, and shall be required to connect to any approved central wastewater treatment facility available within 2,640 feet of the marina property.
I. Marinas shall be required to utilize FDEP approved fuel spill containment facilities where petroleum products are sold, stored, or utilized.
J. Placement of pilings, docks, ramps, and other structures shall avoid wetlands and grass beds.
K. Construction materials and processes shall minimize environmental impacts and shall be the best technology available.
L. All marinas are encouraged to utilize dry storage, instead of wet docking, to the fullest extent possible, in order to limit impacts to water circulation patterns within estuaries and other waterways.
M. All drainage, wastewater, and wash-down facilities shall be designed and maintained in strict conformance with this LDC and any additional requirements of the FDEP, the SJRWMD, the USACOE, or other State or federal agency with jurisdictional powers over marinas.
N. Seawalls and other shoreline modifications shall be set at or landward of the mean high water line, except as otherwise provided by law.
O. Activities involving dredging and filling shall be required to obtain any applicable permits from federal and State agencies with jurisdiction, including the FDEP, the USACOE, and the SJRWMD, as well as any permits required by the City or County.
P. Parking, dry storage and non-water-dependent facilities must be built on existing uplands.
Q. Marinas must prepare disaster preparedness plans and provide copies to the City Manager, Fire Department and Planning Department.
R. Marina siting or expansion shall not have an impact on ongoing commercial shrimping or fishing activities.
S. Marinas shall seek Clean Marina designation from FDEP.

6.02.23 Mini-storage or Self-storage Facilities

A. Mini-storage or self-storage facilities are allowable in the C-2, MU-8, I-1 and I-A zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section.
B. The following activities or uses are prohibited on the grounds or within the buildings of mini-storage or self-storage facilities:
    1. Wholesale sales;
    2. Retail sales, including garage sales, or other commercial activities;
    3. Manufacturing, fabrication, processing, or other industrial activity;
    4. Service or repair of vehicles, engines, electronic equipment, or similar activities;
    5. Rehearsal or practice of musical instruments; and
    6. Residential use.
C. Notwithstanding the limitations described in Section 6.02.17(B) above, the following activities may be conducted:
    1. Rental of storage bays;

2. Truck rental business, limited to a maximum of twenty-five (25) percent of the gross site area;
3. Sales of boxes or goods related directly to the operation of a self-service storage facility; and
4. Sales by the owner or manager of the facility of abandoned items for reclamation of rental costs.

D. Except as specifically provided in Section 6.02.20(G), all property stored on the site shall be entirely within enclosed buildings.

E. Storage of flammable liquids, highly combustible or explosive materials, or hazardous chemicals is prohibited.

F. The mini-storage or self-storage facility buildings shall comply with the standards set forth in Table 6.02.23(F).

Table 6.02.23(F). Standards for Self-storage or Mini-storage Facilities

Development Feature	Standard
Building separation (2 or more buildings on the site)	**12 feet**
Overhead access doors	**Shall not be visible from residentially zoned property, commercially zoned property, or the public right-of-way**
Storage bays **Minimum size** **Maximum size**	 **4 feet by 4 feet (16 s.f.)** **20 feet by 80 feet (1,600 s.f.)**
Exterior façade	**Fully consistent with color, materials, and design of buildings in the surrounding area** **Metal exterior walls are prohibited**
Roof design	**Type of roof, roof line, and roofing materials shall be fully consistent with buildings in the surrounding area**
Fence required	**Minimum of 6 feet** **Maximum of 8 feet**

G. Outdoor storage may be permissible on the same lot as the mini-storage or self-storage facility buildings. Outdoor storage shall comply with the standards in Table 6.02.20(G).

Table 6.02.23(G). Standards for Outdoor Storage with Mini-storage Facilities

Development Feature	Standard
Types of goods to be stored	**Limited to boats on trailers and recreational vehicles** **Dry stacking of boats when covered to provide screening from view** **Abandoned, wrecked, or junked vehicles are prohibited**
Maximum area devoted to outdoor storage	**25 percent of buildable area of the site**
Screening	**Fully screened from view from adjacent residentially zoned districts, from adjacent office areas, and from public right-of-way** **Screening may be a solid fence, solid wall, other similar structure, or landscaping**
Fencing **Minimum height** **Maximum height** **Type**	 **6 feet** **8 feet** **Decorative wall or fence required, with brick, stone, masonry, wood, or similar material**
Security	**Gate, equipped with alarm and keyless opening required**

H. Traffic circulation standards are set forth in Table 6.02.23(H).

Table 6.02.23(H). Traffic Circulation Standards for Mini-storage Facilities

Travel Aisles	Standard
Serving individual storage units	
One-way	**1 10-foot wide lane for parking and loading and 1 12-foot wide travel lane**
Two-way	**1 10-foot wide lane for parking and loading and 2 10-foot wide travel lanes**
Other travel aisles	**12 feet wide**

6.02.24 Mobile Food Vending "Food Truck" Parks

A. Mobile Food Vending "Food Truck" Parks are permissible, outside of the Downtown Historic District, in zoning districts MU-1, MU-8, C-1, C-2, C-3, I-1, I-2, I-A, I-W, OT-2 and W-1 as subject to the following supplemental standards.

1. Food trucks must comply with all provision of applicable Florida Statutes and the Florida Administrative Code. (Reference: FS 509.102 and Chapter 5K-4, F.A.C.)
2. Food trucks located within a Food Truck Park must be connected to the electric utility service and may only operate with a generator in the case of an emergency.
3. Food trucks must be connected to City water and sewer service with the appropriately sized grease interceptor unless they are self-sufficient and exempt as provided by FS 509.221.
4. Restroom facilities must be provided on site or within 600 walking feet. Where shared restroom facilities are utilized, the City must be a party identified in the agreement requiring a signature from the City Manager, and the agreement must be in a form acceptable to the City Attorney and recorded with the Nassau County Clerk of Courts.
5. Minimum off-street parking requirements are 2 spaces per food truck pad.
6. Accessory activity areas must clearly designate all areas that will be used as accessory activity areas. The operation of such areas must comply with all applicable regulations, such as noise regulations.

6.02.25 Outside Sales Facilities

A. An outside sales facility is allowable in the C-1, C-2, MU-8, W-1, I-1, and I-A zoning districts, subject to the site design standards of the district, and the supplemental standards of this section.

B. Outside sales may include the sale of vegetables, fruit, produce, eggs, or other agricultural products, and arts and crafts objects or supplies, and prepared, processed, or baked goods, jams, jellies, coffee drinks, cakes, cookies, kettle corn, and the alike. Agricultural products shall not include poultry or livestock. Outside sales facilities as regulated herein does not include other vendors regulated by the City Code.

C. Outside sales facilities may include temporary shelters, such as canopies, tents, or other similar temporary structures.

1. All such canopies, tents, or other structures shall comply with the Florida Building Code.
2. Tents shall be located at least five (5) feet from any curb, sidewalk, crosswalk, or fire hydrant.
3. Tents shall be positioned so as to keep entrances, exits, and emergency exits clear at all times.
4. Temporary structures shall be maintained in a safe and good condition and shall be disassembled and removed from the property if the structure deteriorates to an

unsafe and/or unsightly appearance. Failure to comply will result in Code Enforcement action.

5. The property owner shall, at all times, be responsible for the maintenance of any temporary structure and its surrounding grounds. The property, including any temporary structure, must be maintained so as to present a healthy, neat, clean and orderly appearance free of unsightly weeds, rubbish or debris.

D. Tables, chairs, displays, display stands, and other similar equipment shall be located at least five (5) feet from any curb, sidewalk, crosswalk, fire hydrant, entrance, or emergency exit and shall maintain a neat and clean appearance at all times.

E. Permanent signs for an Outside Sales Facility shall comply with all requirements set forth in section 5.03.10.

F. Outside sales facilities shall comply with the standards set forth in Table 6.02.21(F).

Table 6.02.25(F). Standards for Outside Sales Facilities

Development Feature	Standard
Parking	**One parking space for every 200 square feet of sales area shall be provided** **Parking spaces shall be separate from the sales area** **Parking shall be provided out of the right-of-way** **Parking areas shall be paved, gravel, or other dust-free surface** **Accessible parking shall be provided according to ADA requirements**
Outside storage of boxes, crates, pallets	**Fully screened from visibility from the right-of-way**
Exterior lighting	**Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses**
Sanitary facilities	**All outside sales facilities shall provide sanitary facilities consistent with State law**

6.02.26 Parks and Picnic Areas

A. Public parks are allowable in the R1-G, W-1, I-W, PI-1 and REC zoning districts subject to the standards of the zoning district.

B. Private parks are allowable in the IW, PI-1, MU-8, and REC zoning districts subject to the standards of the zoning district and the supplemental standards set forth in this section.

C. Picnic areas, trails and nature areas are permissible in all zoning districts, subject to the standards of the zoning district and the standards of this section.

D. The standards for private parks and picnic areas are set forth in Table 6.02.26(D).

Table 6.02.26(D). Standards for Private Parks and Picnic Areas

Development Feature	Standard
Parking lots	**Designed to avoid glare from vehicle lights onto property that is zoned or used for residential uses**
Exterior lighting	**Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses**
Hours of operation	**Limited to daylight hours**
Sanitary facilities	**Required setback** **Minimum of 50 feet from any property line**
Buffer	**As set forth in Section 4.05.05, but not less than buffer "B"**
Outside storage	**Fully enclosed with a solid fence or wall**

6.02.27 Recreation, Indoor Facilities

A. Indoor amusements are allowable in the C-2, C-3, MU-8, I-1, I-A, and PI-1 zoning districts subject to the standards of the zoning district and the supplemental standards set forth in this section.

B. Design standards for indoor amusement establishments are set forth in Table 6.02.27(B).

Table 6.02.27(B). Standards for Indoor Facilities

Development Feature	Standard
Setback	Minimum of 200 feet from any property zoned for residential use
Access	Arterial or collector street
Outside storage	Prohibited
Exterior lighting	Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses
Buffer	As set forth in Section 4.05.05, but not less than a buffer "C"

6.02.28 Recreation, Outdoor Amusements

A. Outdoor amusements are allowable in the C-2, C-3, W-1, I-W, PI-1, and REC zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section.
B. Outdoor amusements may include miniature golf, archery ranges, pony rides, climbing walls, batting cages, and similar activities.
C. Snack shops, ice cream shops, or food stands may be permissible in association with outdoor amusements.
D. Outdoor amusements may be freestanding, or two (2) or more amusements may be combined in a unified development site.
E. The site design standards for outdoor amusements are shown in Table 6.02.28(E):

Table 6.02.28(E). Standards for Outdoor Amusements

Development Feature	Standard
Minimum land area	2 acres
Minimum setback for buildings Abutting residential zoning districts Abutting nonresidential zoning districts	 200 feet 100 feet
Minimum setback for parking lots and access drives, when abutting residential zoning districts	200 feet
Access requirements	Arterial street
Minimum buffer	2 times the buffer specified in Section 4.05.05, plus a solid fence or wall
Lighting	Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses
Loudspeakers or paging systems	Designed, installed, and used such that they are not heard at the property line of adjacent properties
Outside storage and loading areas	Screened from view from adjacent properties and from the public right-of-way Setback a minimum of 200 feet from any residentially zoned property
Refuse and solid waste containers	Screened from view from adjacent properties and from the public right-of-way Setback a minimum of 100 feet from all property lines
Sanitation facilities, temporary or permanent	Screened from view from adjacent properties and from the public right-of-way Setback a minimum of 100 feet from all property lines

6.02.29 Religious Uses and Facilities

A. Religious uses and facilities are allowable in the RE, R-1, RLM, R-2, R-3, OT-1, OT-2, and MU-1 zoning districts, subject to the standards of the zoning district and the supplemental standards set forth in this section.

B. The primary use for a site developed for religious uses is worship. Worship is a form of religious practice with its creed and ritual.
C. Uses and activities other than worship shall be considered accessory uses and shall be clearly ancillary to the primary use. Such uses and activities shall be limited to religious instruction (such as "Sunday School," Bible school, or similar instruction or study typically associated with the religion); offices to support the religious facility; child or adult day care, subject to the standards of Section 6.02.25(F); private academic school, subject to the standards of Section 6.02.25(G); fellowship hall, with or without a kitchen, subject to the standards of Section 6.02.25(H), (which may be known as a community center, activity hall, or life center); cemeteries regulated as set forth in Section 6.02.06; and individual meeting spaces.
D. All accessory uses are subject to the following requirements:
    1. The accessory use shall be owned and operated only by the owner of the primary use.
    2. The facility housing the accessory use shall meet all local, State, or federal standards.
    3. The owner of the primary use shall obtain any licenses required to conduct the accessory use. Any approval of the accessory use shall be contingent upon receipt of all licenses.
    4. Audio amplification systems, including, but not limited to, telephone loudspeakers or paging systems, shall be located to ensure that they cannot be heard on adjacent properties.
    5. All outdoor activities shall occur no earlier than 8:00 a.m. and no later than 10:00 p.m.
    6. All exterior lighting shall be directed or shielded to avoid illumination of adjacent properties.
    7. Outdoor play or activity areas shall be no closer than fifty (50) feet from property zoned for residential use, as measured to the nearest residential property line.
E. The following activities shall be prohibited in association with religious uses: retreat centers; overnight lodging facilities or other temporary sleeping quarters; and any use not specifically identified as a permissible accessory use. Notwithstanding the prohibition of overnight lodging, one (1) residential dwelling unit may be provided as a parsonage, subject to the standards of Section 6.02.25(I).
F. Child day care, adult day care, preschool, or child nursery uses are permissible accessory uses subject to the following standards:
    1. The total floor area allocated to the child day care, adult day care, preschool, or nursery uses shall not exceed ten (10) percent of the total gross floor area on the site. The calculation of total floor area allocated to the uses shall be cumulative and shall include all child day care, adult day care, preschool, nursery facilities, and related mechanical and support facilities.
    2. An off-street drop-off area for persons served by the facility shall be provided.
G. Private academic schools are permissible accessory uses subject to the following standards:
    1. The total floor area allocated to the school shall not exceed twenty (20) percent of the total gross floor area on the site. The calculation of total floor area allocated to the school shall include all components of the school: classrooms, school library, school offices, teacher work areas, and the like, including related mechanical and support facilities.
    2. An off-street drop-off area for persons served by the facility shall be provided.

H. A fellowship hall is a permissible accessory use, provided that the total floor area allocated to the fellowship hall, including related mechanical and support facilities, shall not exceed twenty (20) percent of the total floor area on the site.

I. One (1) residential dwelling unit is permissible to serve as a parsonage, subject to the following standards:
   1. The minimum lot area for the dwelling unit ("parsonage lot") shall be 7,500 square feet. The parsonage lot shall be used exclusively for the dwelling unit, and shall not include any primary or other accessory use permissible on the site. The parsonage lot shall not be used for any support activity to the primary or accessory uses, such as outdoor play areas, storage, or parking, other than as specifically provided in Section 7.01.04.
   2. The maximum lot coverage for the parsonage lot shall be thirty-five (35) percent.
   3. Two (2) parking spaces shall be provided within the parsonage lot.
      The maximum building height on the parsonage lot shall be thirty-five (35) feet.
   4. The parsonage lot may contain children's outdoor play equipment, in a size and quantity typical of a single-family residential use.
   5. The parsonage lot may contain a residential swimming pool, fully enclosed, and attached to the dwelling.

J. A specific parking plan shall be provided. This plan shall identify the primary use and each accessory use proposed on the site. The parking plan shall indicate the hours of operation and peak times of use (parking demand) for the primary use and each accessory use on the site. The parking standards for the primary use and each accessory use shall be identified based upon Section 7.01.04. The parking plan may include reduced or shared parking. If reduced or shared parking is proposed, the parking plan and supporting data shall clearly indicate that differing peak use and associated parking requirements shall not result in a parking deficiency on the site. The parking plan shall indicate areas designated for overflow parking during times of extraordinary use (such as festival or holiday periods).

K. For religious uses that exceed 10,000 square feet in total floor area, excluding the parsonage, if any, the minimum setback from any residential property line that is otherwise required shall increase five (5) feet for each 2,000 square feet, or portion thereof, over 10,000 square feet.

6.02.30 Schools

A. Public or private academic schools are allowable in the following zoning districts, subject to the standards of the zoning district, and the supplemental standards of this section: RE, R-1, R1-G, RLM, R-2, R-3, and MU-1.

B. The site design standards for public and private academic schools are set forth in Table 6.02.30(C).

Table 6.02.30(C). Standards for Public and Private Academic Schools in RE, R-1, R1-G, RLM, R-2, R-3, and MU-1

Development Feature	Standard
Minimum site area	**3 acres, or as otherwise required by law**
Minimum lot width	**200 feet**
Access requirements	**Arterial**
Outdoor recreation areas	**Setback a minimum of 75 feet from any property zoned or used for residential purposes** **Fully enclosed by a solid decorative fence, a minimum of four (4) feet in height**
Outdoor lighting	**Directed and shielded to avoid direct illumination of a lot**

	zoned or used for residential uses
Drop-off and pick-up areas	**Designed and located away from residential areas** **Separated from parking areas**

6.02.31 Scooter and Moped Rentals

A. Scooter and Moped Rentals is allowable in the C-2 zoning district subject to the standards of the zoning district.
B. Scooter and Moped Rental are allowable in the C-1 and C-3 zoning districts subject to the standards of the zoning district and the supplemental standards set forth in this section.
C. Allowable rentals may include scooters, mopeds and other motor driven vehicles provided they meet the following criteria:
   1. Must retain the factory equipped drive train.
   2. If an internal combustion engine is used, the displacement may not exceed 50 cubic centimeters and must comply with current applicable state and/or federal motor vehicle safety and emission standards.
   3. The maximum manufacturer rate of speed of the vehicle shall not exceed a speed of 35 mph on level ground.
D. Scooter and Moped rentals shall not be permissible as a stand-alone use and must be secondary to a principal commercial use allowable in the zoning district.
E. Outdoor display is limited to 2 vehicles at any one time and the display area shall not consume any required parking for the principal use nor, occupy any required buffer yards.

6.02.32 Trades and Repair Services

A. Establishments for trades and repair services are permissible in the C-1, C-2, and MU-8 zoning district, subject to the standards for the district and the supplemental standards set forth in this section.
B. Design standards for trades and repair services are set forth in Table 6.02.32(C).

Table 6.02.32(C). Standards for Trades and Repair Services in C-1, C-2, and MU-8

Development Feature	Standard
Commercial vehicles associated with the trades or repair service establishment	**Overnight parking shall be located in the rear yard only** **C-1 zoned properties are limited to no more than 5 overnight parked service vehicles and may not store heavy equipment such as forklifts, bobcats, tractors, or any class 4 – 8 sized vehicles on the premises.**
Buffer	**As set forth in Section 4.05.05, but not less than a buffer "C"**
Lighting	**Directed and shielded to avoid direct illumination of a lot zoned or used for residential uses**
Loudspeakers or paging systems	**Designed, installed, and used such that they are not heard at the property line of adjacent properties**
Outside storage and loading areas	**Screened from view from adjacent properties and from the public right-of-way** **Located in the rear yard only**

Development Feature	Standard
	Outside storage of equipment, machinery, or parts is disallowed in the C-1 zoning district.
Refuse and solid waste containers	**Screened from view from adjacent properties and from the public right-of-way** **C-1 zoned properties are limited to either residential roll out carts or a single container equaling no greater than 3 cubic yards.**
Delivery Services	**Routine delivery of materials, equipment or parts from trucks sized larger than a class 3 are disallowed in C-1 zoned properties.**

6.02.33 Triplex and Multifamily Uses

A. Triplex and Multi-Family Dwellings are allowable in the C-3 and MU-8 zoning districts subject to the standards of the C-3 and MU-8 zoning districts and additional standards defined herein.

B. Triplex and Multi-Family Dwellings located within the Historic District or the CRA shall comply with the standards of those District Overlays.

C. Off-street parking shall be provided as follows and located to the side, ~~or~~ rear, center, or under of the principal structure(s):

1. Two (2) spaces per dwelling unit over 1,250 sq. ft.
2. One and one half (1.5) spaces for dwelling units 1001 -1250 sq. ft.
3. One (1) space per dwelling unit 1,000 sq. ft. or under.

D. Off Street Parking Required: Off-street parking requirements are subject to the following additional standards:

1. For adaptive reuse and new construction of Triplex or Multi-family dwellings off-street parking may be met in off-site parking areas.
2. The off-site parking area must be located within 600 feet walking distance of the structures' nearest dwelling entrance. A pedestrian connection providing a safe, well lighted walking environment shall be required.
3. No more than two (2) off-site non-illuminated signs shall be allowed in order to designate or direct use of off-site parking spaces. Signs are exempt from permitting requirements and are limited to four (4) square feet and no taller than eight (8) feet.
4. Off-site parking must be located on property under the same ownership as the principal property [or the association of common owners], or if not under the same ownership, the off-site property for parking must be encumbered by an agreement to which the City must be a party, supplying the off-site parking for so long as it is satisfying the parking requirement of the principal use. The agreement must require the signature of the City Manager, and it may not be terminated or amended except in writing, meeting these same requirements, to which the City must be a party and the City Manager must be a signatory. Any agreement must be in a form acceptable to the City Attorney and recorded with the Nassau County Clerk of Courts. A copy of the recorded agreement shall be submitted to the City Attorney and City Manager within ten (10) days of its recording.
5. Fee In Lieu: Triplex or Multi-Family dwellings in the Central Business District, exclusive of the Amelia River Waterfront Community Redevelopment Area, may satisfy the requirements of off-street parking in the manner established in

subsection (D) 1-4. Alternatively, it may satisfy the requirement in whole or in part by paying a fee in lieu of providing the required parking.

a. The fee shall be set annually by the City commission and shall be based on the average cost of acquiring land for and constructing a parking space in a parking structure in the City plus the present value of the cost of maintaining the space for so long as it is satisfying the parking requirement of the principal use. The fee shall be a one-time payment, to be placed in a trust fund for downtown parking improvements which serve the Central Business District, not in the Amelia River Waterfront CRA.

6. Where possible, parking lots shall be designed to utilize existing curb cuts.

E. Exterior lighting: All exterior lighting on the development site shall be directed and shielded to avoid direct illumination of a lot zoned or used for residential purposes.

F. Street Lights: Street and common area lighting meeting City standards and provided at the developer's or property owner's expense. Decorative lighting is preferred. Lighting required for safety shall be located to avoid obstruction between the light fixtures and the area to be illuminated. All street lights installed shall be in accordance with the Illuminating Engineer Society of North America recommended values based on the pavement classification.

G. Dumpsters or other Sanitary Facilities: All triplex and multi-family residential development must provide sanitary facilities that are either fully incorporated inside the multi-family structure or, if located outside, screened from the public rights-of-way and adjacent residentially used or zoned properties as consistent with LDC Section 5.01.07 requirements.

H. Buffers: Triplex and multi-family development shall comply with buffer requirements set forth in LDC Section 4.05.12.

I. Accessory Uses: Accessory uses are permissible in compliance with LDC Section 2.03.03 and subject to development standards in LDC Section 5.01.00.

J. Signage: All permanent signage must comply with standards set forth in LDC Section 5.03.00 for the C-3 and MU-8 zoning districts and may be further regulated by design requirements set by the historic district overlay LDC Section 8.01.03.

K. Architectural Articulation for New Construction in the C-3 and MU-8 zoning districts: A building's exterior walls shall be articulated using material, architectural elements, arrangement of openings, design of horizontal and vertical planes, and changes in height to provide substantial massing variations. Long, monotonous roof planes and uninterrupted expanses of blank wall are not allowed along street frontages. Articulated roof forms and wall opening shall be used to add visual interest and contribute to a pedestrian scale.

1. Where solid walls are required by building code, the wall shall be articulated and divided into distinct modules, through the use of projections and recesses (i.e. setbacks, reveals, belt courses, awnings, arcades, porches, etc.) within the building envelope or projecting from upper floors.
2. Commercial buildings and buildings with ground floor commercial uses shall have a ceiling height minimum of twelve (12) feet for the ground floor.
3. Entryways. Doorways, windows, storefronts, and other openings in the facades of buildings shall be placed and proportioned to reflect pedestrian scale and movement and to encourage visual interest at the street level. The use of functional and decorative elements, including weather protection features (i.e. colonnades, arcades, canopies, etc.), signage, and architectural detailing, shall be used to create human scale on a building's principal façade. Elements shall be integral to the architecture of the building, designed so as not to appear to be "tacked on" to the building façade.

6.03.00 COMMERCE PARKS

6.03.01 Generally

A. A commerce park may also be called an industrial park or business park. The standards provided in this section for commerce parks are intended to ensure that such parks are unified in design, compatible with the surrounding neighborhood, consistent with the scale and character of the City, and avoid interference with airport operations.
B. Commerce parks are allowable within the airport overlay district and the I-A zoning district.

6.03.02 Permissible and Prohibited Uses within Commerce Parks

A. The following uses are permissible within a commerce park:
    1. Wholesale or warehouse establishments, including distribution centers;
    2. Aircraft hangars and related aviation uses and activities;
    3. Research facilities, including experimental laboratories, and industrial engineering and analysis facilities;
    4. Printing, publishing, lithographic, and similar facilities;
    5. Light manufacturing, such as processing, packaging, and light assembly of products from previously manufactured materials;
    6. Business service establishments, such as linen supply, freight movers, communication services, and business machine services; and
    7. Accessory services to support the commerce park, such as express shipping, telephone exchange, branch bank or automated teller machines, and employee cafeteria or dining hall.
B. The following uses are prohibited within a commerce park:
    1. Heavy industrial activities, such as metal fabrication, dry cleaning, and furniture stripping and refinishing;
    2. Activities which use, store, process, or produce hazardous wastes; and
    3. Industrial, office, or business uses which interfere in the operation of the Fernandina Beach Municipal Airport.

6.03.03 Design Standards

A. A commerce park shall have a uniform site design plan supported by covenants, conditions, and restrictions to ensure a uniform identity through the use of landscaping, architectural character of buildings, signage, parking lot design and layout, lot layout, and other design elements.
B. Building designs shall conform to a unified format. At a minimum, the covenants, codes, and restrictions shall create a unified design format specifying the types of building materials and color, roof type and pitch, exterior lighting, building massing, and window and entryway treatment which shall apply to each occupant within the commerce park. The unified architectural format may also contain common design elements, such as placement, massing, proportion, scale, color, shape, texture, or style of building materials, which lend a unified appearance to the buildings within the park.
C. Site design and building design shall in all respects be consistent with safe airport operations. Building and structure heights, exterior lighting, and requirements regarding electronic or magnetic interference shall all be consistent with the requirements of the airport overlay district and operating requirements for the Fernandina Beach Municipal Airport, as set forth in the Airport Master Plan.
D. Lot design and building placement shall conform to the following standards:
    1. The minimum area for a commerce park is ten (10) acres.

2. Setbacks shall meet the standards set forth in Table 6.03.03(D).

Table 6.03.03(D). Setbacks and Yard Standards for Commerce Parks

Yard	From Internal Streets (ft.)	From Public Streets (ft.)
Front	**50**	**75**
Rear	**25**	**25**
Side, interior	**25**	**25**
Side, street	**50**	**75**

E. Not more than twenty-five (25) percent of the required front yard shall be used for parking.
F. One side yard may be used for driveways or required parking.
G. Rear yards shall be used for parking to the maximum extent feasible in order to create a campus-like appearance throughout the commerce park.
H. Internal pedestrian circulation shall be provided with sidewalks and crosswalks, connecting individual uses with supporting services.
I. Internal streets shall conform to City design standards for streets.
J. Parking may be provided in central lots or in parking structures. Parking structures shall be consistent with the unified design and the building materials and colors of adjacent principal buildings. If parking is to be allowed on the roof, a solid wall, designed to appear as a logical extension of the structure facade, at least five (5) feet in height shall be used to screen the roof-top parking. Roof top parking shall be designed to ensure that vehicle lights do not interfere with airport operations.

6.03.04 Performance Standards

A. All uses in commerce parks shall comply with the performance standards set forth in this section regulating the emission or existence of dangerous, detrimental, and objectionable elements.
B. Measurement shall be at the point of emission.
C. All activities and all storage of flammable and explosive materials at any point shall be provided with adequate safety devices against the hazards of fire and explosion, including adequate firefighting and suppression equipment.
D. There shall be no radiation emitted from radioactive materials or by-products exceeding a dangerous level of radioactive emission at any point. Radiation limitations shall not exceed quantities established as safe by the United States Bureau of Standards.
E. For the purpose of these regulations, electromagnetic interference shall be defined as disturbances of an electromagnetic nature which are generated by the use of electrical equipment, other than planned and intentional sources of electromagnetic energy, which would interfere with the proper operation of electromagnetic radiation for such purposes as communication, broadcasting, heating, navigation, vehicle velocity measurement, weather survey, aircraft detection, topographical survey, personal pleasure, or any other use directly or indirectly associated with these purposes which does not comply with the current regulations of the FCC regarding such sources of electromagnetic radiation.
F. There shall be no emission of visible smoke, dust, dirt, fly ash, or any particulate matter from any pipes, vents, or other openings, or from any other source, into the air. All fuel shall be either smokeless in nature or shall be used so as to prevent any emission of visible smoke, fly ash, or cinders into the air.

G. There shall be no emission of any fumes, vapors, or gases of a noxious, toxic, or corrosive nature which can cause any damage or irritation to health, animals, vegetation, or to any form of property.
H. There shall be no discharge at any point of liquid or solid wastes into any public sewage disposal system which will overload such system or create detrimental effects in the flow and treatment of public sewage. There shall be no discharge of any industrial wastes into any private sewage disposal system, stream, or into the ground. There shall be no accumulation of solid wastes conducive to the breeding of rodents or insects.
I. There shall be no emission of odorous gases or other odorous matter in such quantities as to be offensive at the points of measurement. Any process which may involve the creation or emission of any such odors shall be provided with both a primary and a secondary safeguard system so that control may be maintained in the event of failure of the primary safeguard system.
J. There shall be no direct or sky-reflected glare, whether from floodlights, high temperature processing, combustion, welding, or otherwise, to be visible at the specified points of measurement.

6.04.00 COMMERCIAL DEVELOPMENT

6.04.01 Standards for Large Scale Commercial Development

Large scale commercial development is commercial development with 20,000 or more square feet of gross floor area in all buildings on the site. The design standards set forth below apply to large scale commercial development.

A. Commercial development includes a single, freestanding building or a group of buildings. Commercial development shall have a unified design and a management plan to ensure continual compliance with an approved site plan.
B. Commercial buildings may be occupied by one (1) or more tenants.
C. Commercial buildings shall be designed to ensure adaptability for reuse. The building design shall include specific elements for adaptation for multi-tenant reuse. Such elements may include compartmentalized construction, including plumbing, electrical service, heating, ventilation, and air conditions. The building design shall also allow for interior subdivision into separate tenancies.
D. Development may be proposed on a single parcel, or two (2) or more parcels. Where a single development is proposed that includes two (2) or more parcels, the development shall be under unified control and management. Proof of unified control and management shall be provided to the City.
E. The maximum gross floor area for all buildings within a commercial development shall not exceed 80,000 square feet, except for lodging accommodations in the C-1, C-2 and I-A zoning districts. Lodging Accommodations in the C-1, C-2, and I-A zoning districts shall not exceed 150,000 square feet.
F. The standards for buffers in Section 4.05.05 shall apply on the perimeter of the development parcel. Buffers shall not be required between uses on the interior of the development parcel. This does not relieve the applicant from meeting all landscaping requirements that may apply to the total site or parking areas within the site.
G. Where two (2) or more buildings are proposed within the development site, such buildings shall be connected by sidewalks or pedestrian pathways. Pedestrian facilities shall meet the following standards:
    1. Decorative pavers, bricks, scored concrete, or paving patterns shall be used to identify pedestrian areas.

2. At least one (1) internal continuous sidewalk shall be provided from an adjacent public street to the primary entrance in the commercial development.
3. Sidewalks or walkways shall connect focal points of pedestrian activity, such as street crossings, building entrances, plazas, or courtyards.
4. Landscaping shall be located adjacent to pedestrian areas to provide separation.
5. All internal pedestrian walkways shall be physically separated from parking lot aisles, driveways, and other vehicular areas.

H. Each building on a commercial development site shall have clearly defined, highly visible customer entrances, featuring no less than two (2) of the following features:
1. Arcades;
2. Arches;
3. Canopies or porticos;
4. Cupolas;
5. Overhangs;
6. Recesses or projections;
7. Architectural details, such as tile work or molding, which is integrated into the building structure and design; or
8. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

I. Mechanical equipment, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, shall be screened from view from public rights-of-way through one (1) of the following methods:
1. Where equipment is at ground level, screening may be provided through landscaping sufficient to block the view from public rights-of-way; or
2. Where brick, wood, or masonry materials are used to screen the equipment or devices, the materials shall be the same as the predominant exterior building materials for the principal building on the site.

J. Street level retail uses with sidewalk frontage shall provide an entrance to the building from the sidewalk in addition to any other access that may be provided to the building.

K. The following accessory uses and structures shall be integrated into the overall design of the site to ensure that visual and other impacts of these uses are fully contained or enclosed and out of view from adjacent properties and public streets. These uses and structures shall be designed to blend with the principal building through the use of color, building materials, and architectural features, to ensure that no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal material of the building and landscape:
1. Loading docks;
2. Truck parking;
3. Outdoor storage;
4. Outdoor shopping cart storage areas;
5. Utility meters;
6. HVAC equipment;
7. Dumpsters (See Section 5.01.07); and
8. Other similar service facilities and functions.

L. Building design requirements:
1. Facades that are 100 or more feet in length shall provide wall projections or recesses a minimum of three (3) feet in depth and a minimum of twenty (20) contiguous feet long within each 100 feet of facade length.
2. Arcades, display windows, entry areas, or awnings shall be provided along at least sixty (60) percent of the façade.

3. A repeating pattern of color, texture, or materials is required.
4. Brick, wood, or masonry materials shall be used.
5. The roofline shall have a change in height every 100 feet of building length.
6. Parapets, mansard roofs, gable roofs, hip roofs, or dormers shall be used to conceal flat roofs and roof top equipment from public view.

M. All exterior lighting shall be shielded and directed such that there is no direct illumination of adjacent properties.

N. Gasoline canopies and automotive service facilities that are accessory to the principal building shall be compatible with the design of the principal building:
   1. Materials, colors, building designs, architectural features, and roof design shall conform with and compliment the predominant materials, colors, and design of the principal building.
   2. Lighting shall be flush mount, flat lens fixtures for all under canopy fueling areas.

O. Parking shall not exceed 110 percent of the parking standard set forth in Section 7.01.04. At least twenty (20) percent of the required parking shall be provided in pervious pavement, grass, gravel, turf block, or similar material.

P. Loading docks shall be screened from view from adjacent properties and from the public right-of-way. Loading docks shall be setback a minimum of 100 feet from any lots zoned for residential use.

Q. Outside storage and displays shall be screened from view from adjacent properties, from the public right-of-way, and from pedestrian walkways. Outside storage shall be setback a minimum of 100 feet from any lots zoned for residential use.

6.04.02 Standards for Vacant Commercial Buildings

A. A reuse and renewal plan shall be provided for commercial buildings which become vacant as a result of relocation of the business to another building. The reuse and renewal plan for the existing building shall be submitted with the application for approval of the new commercial building to house the same business. The reuse and renewal plan shall include proposed reuse consistent with the zoning district and the provisions of this LDC. During any period of vacancy following relocation of the business and prior to reuse, the vacant building shall meet the standards for vacant buildings set forth in Section 6.04.02(B) below.

B. Vacant commercial buildings shall meet the following standards:
   1. All exterior surfaces shall be maintained in good repair. Wood surfaces shall be protected from decay by painting or protective covering and treatment. Surfaces with peeling, flaking, or chipped paint shall be repaired and repainted. Siding and masonry joints shall be maintained weather resistant and watertight.
   2. Exterior walls shall be maintained free from holes, rotting materials, and graffiti.
   3. Roofs of buildings shall be maintained in a structurally sound, safe, and weather tight condition.
   4. Window glass shall be in place and maintained in a safe and weather tight condition.

C. The grounds shall be maintained and free of trash, stored materials, inoperative or unlicensed vehicles, and equipment, as required by the City Code of Ordinances.

D. Accessory structures, such as fences, walls, outside lighting, signs, accessory buildings, or other physical improvements shall be maintained in safe condition and free of graffiti.

E. No outdoor sales shall be permissible on the site.

7

CHAPTER 7
INFRASTRUCTURE AND CONCURRENCY REQUIREMENTS

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7.00.00 GENERALLY

This chapter sets forth the requirements regarding the provision of public facilities and requirements to ensure that public facilities are available when needed to provide service to development.

7.01.00 TRANSPORTATION AND PARKING FACILITIES

7.01.01 Access and Driveway Design Requirements

Table 7.01.01(A). Maximum number of access points per lot.

Functional Classification of Frontage Street	Maximum Number of Access Points
Arterial	1 per 500 feet of frontage
Collector, City responsibility	1 per 200 feet of frontage
Local	1 per 100 feet of frontage

The following standards apply to all driveways or access points from a lot or parcel onto a public street:

A. The maximum number of access points for a lot is set forth in Table 7.01.01(A).

B. Platted lots of record on the effective date of this LDC which have fewer frontages than required in Table 7.01.01(A) are allowed one (1) access point.

C. No point of access are allowed within 100 feet of the intersection of the centerlines of any public street, except for single-family dwellings located on local streets intersecting with a local street, where the minimum separation is fifty (50) feet.

D. Access ways or driveways for corner lots must be located on the street with the lower functional classification.

E. Driveways must comply with the following standards:
   a. Residential driveways must be a minimum of ten (10) feet in width and a maximum of twenty (20) feet in width, exclusive of flare connection to the right-of-way. Flare connections cannot exceed three (3) feet in width on each side. Circular driveways may be permissible not to exceed 10 feet in total width for each section.
   b. Non-residential driveways must be twenty-five (25) feet in width; when two (2) or more uses share a driveway, the width may be increased to thirty-five (35) feet. When a landscaped median is provided, the total width cannot exceed fifty (50) feet.
   c. The minimum inside turning radius is fifteen (15) feet. No part of the turning radius can extend over the property line.

F. Concrete must be 3,500 PSI with fiber and six (6) inches in depth in all rights-of-way or architectural pavers (including brick, stone and other paver materials) furnished and installed according to the American Society for Testing and Materials (ASTM) standards and as approved by the City's Streets Facilities Department. Driveway connections located within Old Town will be designed to confirm to the standard of the adjoining right-of-way with use of alternative materials.
   a. If in the event the City of Fernandina Beach or authorized utility company must make repairs in the City right-of-way which requires removal or results in damage to architectural paver driveways, the property owner is solely responsible for the repair and replacement of said pavers at their own expense.

G. The alley and driveway easements are to the property line of structures served and are not required inside the property line.

a. For residential subdivisions on any local roadway, a secondary access may be provided through an easement for emergency vehicles.
b. For residential subdivisions on a cul-de-sac;
c. The maximum number of lots shall be limited to twenty (20); and
d. The maximum length of the cul-de-sac shall be limited to 800 feet.

H. No curbs shall be cut or altered, and no points of access or openings for vehicles onto a public street shall be established, without a permit issued by the City.

I. All driveways shall be designed and constructed to comply with all drainage standards of the City and shall be improved with a permanent paving material.

J. Approval from FDOT or the County is required for any accessway or driveway onto a road under their jurisdiction. Driveway connections are required to meet the standards and requirements for compliance under guidance of FDOT or the County.

7.01.02 Streets and Rights-of-Way

A. Table 7.01.02(A) provides the minimum right-of-way widths for streets within the City. Where the minimum right-of-way width is not available for all streets abutting a parcel proposed for development, the applicant shall dedicate sufficient land to meet the right-of-way requirement. Dedication shall be based on one-half (1/2) of the right-of-way requirement.

Table 7.01.02(A). Minimum right-of-way widths.

Functional Classification	Minimum Right-of-way (ft.)
Minor Arterial	100
Collector, City responsibility	60
Local Streets shown on 1857 City plat	60
Centre Street	80
Local Streets in Old Town	46
Local Streets, all other	60
Alley	30

B. Right-of-way provisions
1. Additional right-of-way may be required by the City:
   a. In areas where drainage needs dictate swale cross sections larger than those that can be accommodated within the designated rights-of-way; or
   b. To promote public safety and convenience and ensure adequate access, circulation, and parking in high density residential, commercial, or industrial areas. Where a development abuts or contains an existing street of inadequate right-of-way width, additional right-of-way in conformance with the standards set out in this subsection shall be required.
2. City Roadway Standards are adopted by reference and made part hereof. Standards have been developed to guide the development of all new roadway construction. These standards apply to existing unimproved rights of way and newly created streets. Development cost are at the expense of the applicant. Deviations from these standards must be approved by the City Commission.

3. If pavement within a roadway is divided to allow for preservation of a tree within the right-of-way, the applicant shall demonstrate that adequate width remains for utilities and drainage between the shoulder and the right-of-way line.
4. Acceleration, deceleration, and turn lanes may be required when an entrance to a development is on an arterial or collector road.

C. Street number signs must be installed consistent with the design standards specified in the Florida Building Code or Fire Prevention Code, whichever is stricter.
   1. Numerals shall be attached to the front of the structure or shall be on both sides of the post supporting a mailbox at the street side of the property, shall be at least three (3) inches high, and shall be either of reflective material or in such color as to provide maximum contrast to the background.
   2. Structures that are set back more than sixty (60) feet from the right-of-way or structures that are blocked from visual sight from the right-of-way by high or heavy vegetation, walls, or other structures shall display street numbers at the street entrance on a double-faced sign, which shall not be more than three (3) feet high and shall not be more than one (1) square foot in area.

D. Small Wireless Facility
   1. Definitions

      The following definitions apply exclusively to communication facilities located within a Public ROW and are applicable in connection with all subsections contained in 7.01.00. The following words, terms and phrases, when used in this subsection below will have the meanings ascribed to them in this subsection. Words not otherwise defined in this section will be given the meaning set forth in LDC Section 1.07.00, and if not defined therein, as defined in the Communications Act of 1 934, 47 USC 151 et seg., as amended by the Telecommunications Act of 1996 (collectively, the "Communications Act"), and, if not defined therein, as defined by Section 337.401, Fla. Stat. or another applicable state statute; and, if not defined therein, be construed to mean the common and ordinary meaning.

      Abandoned. Any wireless communication facility not in continued use for a period of one hundred eighty (180) consecutive days.

      Ancillary structure. Equipment, devices and structures associated with a wireless communication facility in the right of way, including but not limited to: concrete slabs on grade, guy anchors, generators or other power sources, feed lines, mounting hardware, pedestals, and transmission cable supports; however, specifically excluding equipment cabinets, towers, alternative structures and antenna elements.

      Antenna. Communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless communication services.

      Antenna array. A group of antennas and associated mounting hardware, transmission lines, or other appurtenances which share a common attachment device such as a mounting frame or common mounting support structure for a unified purpose of transmitting or receiving electromagnetic waves for a single wireless services provider, or if combined antennas, for the combined providers.

Antenna element. Any antenna or antenna array.

Applicable codes. Such codes must include this Code of Ordinances; uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons and includes the National Electric Safety code and the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual.

Applicant. A person who submits an application and is a wireless provider.

Application. A request that is submitted by an applicant to the City for a permit to collocate small wireless facilities or to place a new utility pole used to support a small wireless facility.

Authority. A county or municipality having jurisdiction of the rights-of-way of any public road. The term does not include the Department of Transportation. Rights-of-way under jurisdiction and control of the department are excluded from this subsection.

Collocation. To install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public ROW.

Combined antenna. An antenna or an antenna array designed and utilized to provide wireless communications services for more than one wireless provider, or a single wireless provider utilizing more than one frequency band or spectrum, for the same or similar type of services.

Communications Services. A cable service as defined in 47 U.S.C. § 522(6), information service as defined in 47 U.S.C. § 153(24), telecommunications service as defined in 47 U.S.C. § 153(53), or wireless services.

Communications Service Facilities. A structure or structures used to provide communication services. The term shall include wireless facilities.

Communications Services Facility Provider. An entity who provides communications services. The term shall include wireless infrastructure providers and wireless service providers.

Concealed. A pole, antenna element or ancillary structure, or equipment box that is not readily identifiable as such, and is camouflaged and designed to be aesthetically compatible with the area so as to reduce or mitigate the facility's potential adverse visual impacts on the surrounding areas. Concealed poles are designed to conceal the equipment internally.

Equipment cabinet. Any structure, including: cabinets, shelters, pedestals, and other similar structures that are used exclusively or in combination with

ancillary facilities, to contain radio or other equipment necessary for the transmission or reception of wireless communication signals.

FAA. The Federal Aviation Administration.

FCC. The Federal Communications Commission.

FDOT. The Florida Department of Transportation.

In public ROW or in the public ROW shall mean in, on, over, under or across the public ROW.

Law means any local, state or federal legislative, judicial or administrative order, certificate, decision, statute, constitution, ordinance, resolution, regulation, rule, tariff, guideline or other requirement, as amended, now in effect or subsequently enacted or issued, including, but not limited to, the Communications Act of I 934, 47 USC 151 et seq., as amended by the Telecommunications Act of 1996. PL 104-104 § 101 (a), 110 Stat. 70, and all orders, rules, tariffs, guidelines, and regulations issued by the Federal Communications Commission or the governing state authority pursuant thereto.

Micro wireless facility. A small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Pass-through provider. Any person who, upon registering with the City, places or maintains a wireless communications facility in the public ROW and that does not remit communications service taxes as imposed by the City pursuant to F.S. Chapter 202 and F.S. § 337.401.

Place or maintain or placement or maintenance or placing or maintaining. To erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications services facility provider or pass-through provider that owns or exercises physical control over wireless communications facilities in public ROW, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A party providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the communications facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the public ROW is not placing or maintaining facilities in the public ROW.

Pole or utility pole. A pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

Pole height. The vertical distance measured from the grade line to the highest point of the pole, including any antenna, lighting, lightning protection or other equipment affixed thereto.

PSC means the Florida Public Service Commission.

Public safety communications equipment. All communications equipment utilized by a public entity for the purpose of ensuring the safety of the public.

Registrant or facility owner mean a communications services facility provider or pass-through provider, or other person which seeks to use the public ROW and has registered with the City in accordance with the provisions of this article.

Registration and register mean the process described in this article whereby a communications services facility provider or a pass-through provider provides certain information to the City and the City accepts such information as legally sufficient to be registered.

Replacement. The removal of an existing structure for purposes of erecting a new structure of nearly equal dimensions usually for the purposes of improvement structural integrity.

Rights of Way (ROW). Improved ROW owned, leased, or operated by the City, including any public street or alley that is not part of the FDOT highway system. and includes the surface, the air space over the surface and the area below the surface to the extent the government holds a property interest therein.

Small wireless facility. A wireless facility that meets the following qualifications:

a. Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and
b. All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

Structure. Anything constructed or erected, the use of which required permanent location on the ground, or attachment to something having a permanent location on the ground, including advertising signs.

Transmission. The development of a radio signal from an antenna device for the purpose of communications or communication of data.

Utility Pole. A pole or similar structure that is used in whole or in part to provide communication services or for electrical distribution, lighting, traffic control, signage, or a similar function. The term does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

Wireless facility. Equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

a. The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
b. Wireline backhaul facilities; or
c. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

Wireless infrastructure provider. A person or entity who has been certificated under F.S. Chapter 364 to provide telecommunications service or under F.S. Chapter 610 to provide cable or video services in this state, or that person's affiliate, and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

Wireless provider. A wireless infrastructure provider or a wireless services provider.

Wireless services. Any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities, including but not limited to commercial mobile service, private mobile service, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

Wireless services provider. A person who provides wireless services.

Wireless support structure. A freestanding structure, such as a monopole or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole, pedestal, or other support structure for ground-based equipment not mounted on a utility pole and less than 5 feet in height.

2. Exemptions.
The following wireless facilities are exempt from the development standards of this Ordinance and subject only to the completion of a Wireless Facility Application

and issuance of a building permit for applicable codes; notwithstanding any other provisions:

a. Routine maintenance of small wireless facilities, the performance of service restoration work on existing facilities, or repair work, including, but not limited to, emergency repairs of existing facilities or extensions for such facilities for providing communications services to customers;
b. Replacement of small wireless facilities with small wireless facilities that are the same size or smaller and characteristically the same including but not limited to color and style as the original site.
c. Installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles within a ROW in compliance with applicable codes by or for a communications services provider authorized to occupy the ROW and who is remitting taxes under F.S. Chapter 202. The Applicant must provide an initial letter from or on behalf of such provider, which is effective upon filing, attesting that the micro wireless facility dimensions comply with the limits of the definition.
d. New collocations, replacement utility poles or placement of new utility poles in FDOT ROW without receiving a delegation from FDOT for such location(s).

3. Provisions for all wireless facilities inside ROW
   a. Each Applicant must register with the City prior to installing any infrastructure within City ROW. Registration does not establish a right to place or maintain. or priority for the placement or maintenance of. a communications facility in City ROW. The registration must include the following:
      I. Name.
      II. Address.
      III. Telephone number of contact person for the registrant.
      IV. Number of the registrant's current certificate of authorization issued by the Florida Public Service Commission, the FCC, or the Department of State.
      V. A statement of whether the registrant is a pass-through provider.
      VI. The registrant's federal employer identification number.
      VII. Proof of insurance or self-insuring status adequate to defend and cover claims.
      VIII. Registrants must update the registration information within 90 days after any changes in information.
      IX. Registrations must be renewed every 5 years.
   b. Registrants for small cell facilities (excluding microcells) must pay a $100 land use permit fee to cover actual costs of the regulatory activity.
   c. Abandonment (Discontinued Use).
      I. The owner of a wireless facility must notify the City when an approved facility is decommissioned and no longer in use.
      II. Wireless facility towers, utility poles, antennas, and the equipment compound must be removed, at the tower or base station at the owners' expense, within 180 days of cessation of use, unless the abandonment is associated with a replacement as provided in the 'Replacement" section of this Ordinance, in which case the removal must occur within ninety (90) days of cessation of use.
      III. A tower, utility pole or base station owner wishing to extend the time for removal or reactivation must submit an application stating the reason for such extension. The City may extend the time for removal or reactivation

up to sixty (60) additional days upon a showing of good and unique cause. If the tower, utility pole or antenna is not removed within this time, the City may give notice that it will contract for removal within thirty (30) days following written notice to the tower, utility pole or base station owner. Thereafter, the City may cause removal of the tower, utility pole or antenna with costs being borne by the tower, utility pole or base station owner.

IV. Upon removal of the wireless facility tower or utility pole, antenna, and equipment compound, the development area must be returned to its natural state and topography and vegetated consistent with the natural surroundings or consistent with the current uses of the surrounding or adjacent land at the time of removal, excluding the foundation, which does not have to be removed.

d. Interference with Public Safety Communications. In order to facilitate the regulation, placement, and construction of antenna, and to ensure that all parties are complying to the fullest extent possible with the rules, regulations. and /or guidelines of the FCC, each wireless provider must agree in a written statement to the following:

I. Compliance with "Good Engineering Practices" as defined by the FCC in its rules and regulations.

II. Compliance with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI).

III. In the case of an application for collocated wireless facility, the applicant, together with the wireless provider, must use their best efforts to provide a composite analysis of all users of the site to ensure that the applicant's proposed facilities will not cause radio frequency interference with the City's public safety communications equipment and will implement appropriate technical measures, as described in antenna element replacements, to ensure prevention of such interference.

IV. Whenever the City has encountered radio frequency interference with its public safety communications equipment, and has reasonable cause to believe that such interference has been or is being caused by one or more wireless facility antenna arrays, the following steps must be taken:

A. The City will provide written notification to all wireless service providers operating in the City of possible interference with the public safety communications equipment, and upon receipt of such notifications, the wireless providers must use their best efforts to cooperate and coordinate with the City and among themselves to investigate and mitigate the interference, if any, utilizing the procedures set forth in the joint wireless industry-public safety "Enhanced Best Practices Guide," released by the FCC in Appendix D of FCC 04-168 (released August 6, 2004), including the "Good Engineering Practices," as may be amended or revised by the FCC from time to time in any successor regulations.

B. If any wireless provider fails to cooperate with the City in complying with the owner's obligations under this section or if there is a

determination of radio frequency interference with the City's public safety communications equipment, the wireless provider who failed to cooperate and/or the wireless provider which caused the interference will be responsible for reimbursing the City for all costs associated with ascertaining and resolving the interference, including but not limited to any engineering studies obtained by the City to determine the source of the interference. For the purposes of this subsection, failure to cooperate must include failure to initiate any response or action as described in the "Enhanced Best Practices Guide" within twenty-four (24) hours of City's notification.

e. Signage. All wireless facilities must be clearly identified with the following information:
   I. Name plate signage must be provided in an easily visible location to include: FCC Antenna Registration System (ASR) registration number (if applicable); site owner's name, site identification number and/or name, phone number of contact to reach in event of an emergency or equipment malfunction, any additional security and safety signs.
   II. If more than 220 voltage is necessary for the operation of the facility and is present in a ground grid or in the tower, signs located every twenty (20) feet and attached to the fence or wall must display in large, bold, high contrast letters, minimum height of each letter four (4) inches, the following: "HIGH VOLTAGE - DANGER."
   III. No outdoor advertising signage is permitted at the wireless facility.
f. Structural integrity: The entire tower or base station and all appurtenances must be designed pursuant to the design requirements of ASCE 7, including wind speed design requirements, and tower loading/wind design requirements of Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) 222-H, Series II, including any subsequent modification to those specifications.
g. Grading must be minimized and limited only to the area necessary for the new tower and equipment.
h. A signed statement from the wireless facility owner or owner's agent stating that the radio frequency emissions comply with FCC standards for such emissions as set forth in 47 CFR 1.1307, 1.310, 2.091 or 2.093, as applicable (Report and Order, ET Docket 93-62 (Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation), 11 FCC Rcd 15123 (1996); Second Memorandum Opinion and Order and Notice of Proposed Rule Making, ET Docket 93-62 (WT Docket 97-192), 12 FCC Rcd 13494 (1997). In addition, any collocation, modification, or upgrade application must contain an analytical report that confirms that following installation, the composite facility will remain in compliance with FCC standards as stated in OET-65.

4. General Development Standards for new small wireless facilities in City ROW
   a. All work in the City' right-of-way under this section must comply with the 2017 edition of the FDOT Utility Accommodation Manual.
   b. The City may require a ROW permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane. Only small wireless facilities will be permitted inside a City ROW. No other type of wireless facilities will be permitted.

c. As a result of citizen participation during the Wireless Facility Master Planning Process the City prefers the siting of new small wireless facilities to be located outside the ROW. If the small wireless facility must be placed in the ROW, the City would like the Applicant to consider the citizenry's preferred options in the following ranking order:
   i. New concealed antenna on an existing utility pole;
   ii. Non-concealed antenna on an existing utility pole;
   iii. Replacement of an existing concealed utility pole with a concealed utility pole;
   iv. Replacement of an existing non-concealed utility pole with a concealed utility pole;
   v. Replacement of an existing non-concealed utility pole with a non-concealed utility pole;
   vi. A new concealed utility pole;
   vii. A new non concealed utility pole.
d. Applicant must provide a site plan of the proposed small wireless facility showing all proposed and existing at-grade and aerial facilities located within 50 feet of the proposed location.
e. In an area where the City has required all public utility lines in the ROW to be placed underground, the Applicant must comply with written, objective, reasonable, and nondiscriminatory undergrounding requirements of the City that prohibit new utility poles used to support small wireless faculties if:
   I. The City, at least 90 days prior to the submission of an application. has required all public utility lines to be placed underground;
   II. Structures that the City allows to remain above ground are reasonably available to wireless providers for the collocation of small wireless facilities and may be replaced by a wireless provider to accommodate the collocation of small wireless facilities, and;
   III. A wireless provider may install a new utility pie in the designated area in the ROW that otherwise complies with this subsection and it is not reasonably able to provide wireless service by collocating on a remaining utility pole or other structure in the ROW.
   IV. These requirements may be waived by the City upon a showing the design standards are not reasonably compatible for the particular location for a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver will be granted or denied within 45 days after the date of the request.
f. For small wireless facilities installed prior to the City adopting requirements that public utility lines be placed underground, the City will:
   I. Allow a wireless provider to maintain the small wireless facilities in place subject to any applicable pole attachment agreement with the pole owner; or
   II. Allow the wireless provider to replace the associated pole within 50 feet of the prior location in accordance with paragraph f.1-10.
g. Ground mounted equipment will be reviewed on a case-by-case basis and may be required to be spaced up to 15 feet from the associated support structure in areas where pedestrian, vehicular or aesthetic concerns are determined by the City.
h. A small wireless facility must meet reasonable location context, color, camouflage, and concealment requirements.

i. Applicants must include an attestation that the small wireless facilities will be activated for use by a wireless services provider to provide service no later than nine (9) months after the date the application is approved.
j. Applicants are subject to any local historic preservation zoning regulations and design criteria.
k. Nothing in this subsection authorizes a person to:
   I. Collocate or attach wireless facilities. including any antenna. micro wireless facility. or small wireless facility. on a privately-owned utility pole. a utility pole owned by an electric cooperative or a municipal electric utility. a privately owned wireless support structure. or other private property without the consent of the property owner.
   II. Collocate small wireless facilities or micro wireless facilities on a City utility pole or erect a wireless support structure in a location subject to covenants. conditions. restrictions. articles of incorporation. and bylaws of a homeowners' association.

5. Provisions for New Small Wireless Facility on Existing Utility Poles Inside City ROW.
   a. Small wireless facilities will be no larger in size than specified in the definition for these facilities.
   b. Height will be limited to 10 feet above the utility pole or structure upon which the small wireless facility is to be collocated.
   c. No portion of a small wireless facility will obstruct pedestrians or vehicular or bicycle access, obstruct sight lines or visibility for traffic, traffic signage or signals, or interfere with access by persons with disabilities.
   d. Within 14 days after the date of filing the application, the City may request that the proposed location of a small wireless facility be moved to another location in the ROW and placed on an alternative City utility pole or support structure or placed on a new utility pole, including any objective design standards and reasonable spacing requirements for ground-based equipment subject to the process described in subsection g. I-7.
   e. The City may reserve space on a City utility pole for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the City utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to the make-ready provisions of F.S. Sec. 337.401(7) and the replaced pole must accommodate the future public safety use.

6. Provisions for the Placement of a New Utility Pole or Replacement of Existing Utility Pole for Installation of Small Wireless Facility inside City ROW Small wireless facilities must be no larger in size than specified in the definition for these facilities.
   a. Installation of a new utility pole is subject to the City's Roadway Standards.
   b. Within 14 days after the date of filing the application, the City may request that the proposed location of a small wireless facility be moved to another location in the ROW and placed on an alternative City utility pole or support structure or placed on a new utility pole, including any objective design standards and reasonable spacing requirements for ground-based equipment subject to the process described in subsection g.1-7.

c. Height of a replacement pole can be up to 10 feet taller than the existing utility pole but must not exceed 50 feet in height. The City may allow a greater height on a case-by-case basis.
d. Height for a new utility pole will be limited to the tallest existing utility pole as of July 1, 2018, located in the same ROW, other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the proposed wireless facility must be limited to a height of 50 feet. The City may allow a greater height on a case-by-case basis.
e. A replacement utility pole must be a substantially similar design, material, and color of the utility pole being removed including any lighting element.
f. A new utility pole used to support a small wireless facility to meet reasonable location context. color. and material of the predominant utility pole type at the proposed location of the new utility pole.
g. The City may waive designed standard described in 5 and 6 above upon a showing the design standards are not reasonably compatible for the particular location for a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver will be granted or denied within 45 days after the date of the request.
h. A photo rendering must be provided of the proposed new or replacement utility pole that depicts aesthetic features including, but not limited to, the use of colors and concealment with a before and after installation exhibit.
i. Ground-mounted equipment must be concealed through the use of (a) design wrapping, for the purpose of blending into the surrounding environment or (b) fencing or landscaping, consistent with the requirements of the Land Development Code, must be installed around the entire area of ground-mounted equipment. If fencing is utilized, additional landscaping may be required around the perimeter of the fence or wall and around any or all anchors or supports if deemed necessary to buffer adjacent properties. The City may require landscaping in excess of the requirements of the City code in order to enhance compatibility with adjacent residential and nonresidential land uses. Landscaping must be installed on the outside of the perimeter fence or wall. The City will determine which method of concealment is more appropriate for each set of ground-mounted equipment.

7. Approval Process for Small Wireless Facilities inside City ROWs.
   a. Completed and accepted registration from the Applicant.
   b. A ROW permit is required for small wireless facilities within the City ROW for work that involves excavation, affects traffic patterns or obstructs vehicular traffic within or along the City's ROW as provided in and subject to the City's Roadway Standards.
   c. A completed application and approved Land Use Permit.
   d. An applicant seeking to collocate small wireless facilities may file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities. The City may separately address small wireless facility collocations for which incomplete information has been received or which are denied.
   e. Generally, the review timeline for an application is 60 days except as provided in g.v below. Additionally, the City and Applicant may mutually agree to extend the 60-day application review period.

f. Within 14 days after receiving an application, the City will determine and notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the City will specifically identify the missing information. An application is deemed complete if the City fails to provide notification to the applicant within 14 days.

g. If within 14 days after receiving an application, the City requests an alternative location of the proposed collocation, replacement utility pole or new utility pole as described in paragraphs 5.d and 6.b then the following process applies:
   i. The City will make a determination if the proposed application is complete or incomplete. If the application is deemed incomplete, the City will specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the City denies the application within the 14-day time period.
   ii. The request by the City to the applicant for an alternative location will be included in the deemed incomplete notification in writing and provided by electronic mail to the Applicant within 14 days as described in paragraph 7.f above.
   iii. For 30 days or other negotiated time period between the City and the Application after the date of the request, the City and the Applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment.
   iv. At the conclusion of the 30 days or negotiation time period, if the alternative location is accepted by the Applicant, the Applicant must notify the City of such acceptance and the application will be deemed granted for any new location for which there is agreement and all other locations in the application.
   v. If an agreement is not reached, the Applicant must notify the City of such nonagreement and the City must grant or deny the original application within 90 days after the date the application was filed.

h. If within 14 days after receiving an application the City does not request an alternative location of the proposed collocation, replacement utility pole or new utility pole then the following process applies:
   i. The City will make a determination if the proposed application is complete or incomplete. If the application is deemed incomplete, then the City will provide, in writing, the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the Applicant by electronic mail on the day the City denies the application within the 14-day time period.
   ii. The Applicant may cure the deficiencies identified by the City and resubmit the application within 30 days after notice of the denial is sent to the applicant. Any subsequent review will be limited to the deficiencies cited.
   iii. The City will approve or deny the revised application within 30 days after receipt. The review of a revised application is limited to the deficiencies cited in the denial. If the revised application is not approved or denied within the 30 days after receipt, then the application is deemed approved.

iv. A complete application is deemed approved if the City fails to approve or deny the application within 60 days after receipt of the application.
v. If the City and Applicant mutually agree to extend the 60-day application review period, the City must grant or deny the application at the end of the extended period.
vi. If the City denies an application, the review will be complete, and a written decision will be issued within 45 days after a written request for review is made. A denial will identify the specific code provisions on which the denial is based. If the administrative review is not complete with 45 days, the City waives any claim regarding failure to exhaust administrative remedies in any judicial review of the denials of an application.
vii. An approved application permit will remain in effect for 1 year unless extended by the City.
viii. The City may deny an application on the basis that it does not meet any of requirements below:
    A. Materially interferes with the safe operation of traffic control equipment.
    B. Materially interferes with sightlines or clear zones for transportation. pedestrians. or public safety purposes.
    C. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
    D. Materially fails to comply with the 2017 edition of the FOOT Utility Accommodation Manual.
    E. Fails to comply with applicable codes.
    F. Fails to comply with objective design standards authorized in paragraphs 5.d and 6.b.

8. Appeals
    a. Any person aggrieved by a violation of this section may bring a civil action in a United State District Court or in any other court of competent jurisdiction.
    b. The court may:
        I. Grant temporary or permanent injunctions on terms as it may deem reasonable to prevent or restrain violations of this section; and
        II. Direct the recovery of full costs, including awarding reasonable attorney fees, to the party who prevails.

9. Certificate of Insurance
    At all times during the use or occupancy of the public rights-of-way, including any time during placement or maintenance of communications facilities, the Permittee must obtain, pay all premiums for, and maintain satisfactory to the City, insurance coverage insuring the Permittee and naming the City, its officers, boards, council, council members, agents and employees as additional insureds: workers' compensation and employer liability insurance to meet all requirements of Florida law and commercial general liability insurance with respect to the construction, operation and maintenance of the communications facilities, and the conduct of registrant's business in the City, in the minimum amounts of:
    a. $1,000,000.00 in any one accident for bodily injury, personal injury or death, property damage;

b. $500,000.00 for personal injury to any one person;
c. $250,000.00 for property damage in any one accident;
d. Business automobile liability insurance valid in the State of Florida which policy limit must be in an amount not less than $1,000,000.00 combined single limit, including bodily injury and property damage covering owned, leased, hired and non-owner vehicles.
e. Workers' Compensation valid in the State of Florida which policy limit must be in an amount not less than the statutory limit for Workers' Compensation.
f. Employer's liability insurance valid in the State of Florida which policy limit must be in an amount not less than $1,000,000.00 each accident for employer's liability.
g. All insurance providers used must be admitted and duly authorized to do business in the State of Florida and must have been assigned by A. M. Best Company a minimum Financial Strength Rating of "A" and a minimum Financial Size Category of "IX" {i.e., a size of $250,000,000.00 to $500,000,000.00 based on capital, surplus, and conditional reserve funds). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable. All liability policies must name the City, its council members, officers, boards, agents and employees as additional insureds with respect to any covered liability arising out of the placement or maintenance of communications facilities in the public rights-of-way or other activities under this Chapter. Each communications services provider must furnish annually to the City certificates showing proof of all required insurance coverage. All liability coverage must be in occurrence form and in accordance with the limits specified. Claims made policies are not acceptable. No insurance policy must be canceled, nor must the occurrence or aggregate limits set forth herein be reduced, until the City has received at least 30 days' advance written notice by registered, certified or regular mail of any cancellation, intent not to renew or reduction in policy coverage. Each communications services provider must be responsible for notifying the City of such cancellation, intent not to renew or reduction in coverage. All certificate{s) of insurance, including all endorsements and riders, evidencing insurance coverage must be submitted to the City within 30 days after the date of registration with the City in order for a communications services provider to obtain a permit required for construction in the public rights-of-way. Each communications services provider must, in the event of any such notice described above, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within 30 days following receipt by the City or the communications services provider of such notice.
h. Nothing contained in this Chapter will limit a communications service provider's liability to the City to the limits of insurance certified or carried.
i. A communications services provider may satisfy the insurance requirements of this Chapter by providing documentation of self-insurance that, in the sole discretion of the City Manager, demonstrates incontrovertibly the adequacy to defend and cover claims of any nature that might arise from the placement and maintenance of facilities in the public ROW. The communications services provider must be authorized as a self-insurer by the Department of Insurance under the laws of the State of Florida.

7.01.03 Sidewalks and Bicycle Facilities

A. For the safety of pedestrians, all development shall provide sidewalks, except as otherwise provided in Section 7.01.03(B) as follows:

Table 7.01.03(A). Sidewalk Requirements

Functional Classification	Sidewalk Placement
Arterial	Both sides
Collector, City responsibility	Both sides
Local Streets	One side

B. For development in the RE district, sidewalks are not required along local streets.

C. When sidewalks have already been installed or approved on contiguous properties, new sidewalks will be provided consistent in location and width with the existing sidewalk pattern.

D. The required sidewalks shall comply with current standard specifications for City sidewalks and with all ADA requirements. Sidewalks shall be constructed to meet the following requirements:
   1. Sidewalks shall be sixty (60) inches wide, six (6) inches thick, 3,500 pounds per square inch concrete, with an expansion joint installed at a minimum of every twelve (12) feet and an expansion joint at the property line.
   2. If a bicycle path is adjacent to the sidewalk, the combined width of the sidewalk plus the bicycle path shall be no less than eighty-four (84) inches wide. All sidewalks and bicycle paths shall be elevated a minimum of one (1) inch, with a slope adequate for drainage.
   3. At driveway and street intersections, sidewalks and bicycle paths shall be sloped down to the grade of the street or driveway.
   4. All sidewalks and bicycle paths shall be immediately adjacent to the edge of the right-of-way unless otherwise approved by the City.

E. Bicycle parking shall be provided at multi-family developments on two (2) or more acres, parks and recreation facilities, and commercial establishments according to the following standards:
   1. The number of bicycle spaces required is as follows:

Table 7.01.03(E). Required bicycle spaces for specified uses.

Type of Use	Minimum Number of Bicycle Spaces
Parks and recreation facilities	1 space per 10 required vehicle parking spaces
Commercial uses	1 space per 25 required vehicle parking spaces
Multi-family development	1 space per 20 required vehicle parking spaces

   2. Bicycle parking spaces may be provided as either bicycle racks or other storage facilities, provided that the following standards are met:
      a. Facilities shall be designed to allow each bicycle to be secured against theft;
      b. Facilities shall be installed to resist removal;
      c. Facilities shall be installed to resist damage by rust, corrosion, or vandalism;
      d. Facilities shall accommodate a range of bicycle shapes and sizes and allow easy locking without interfering with adjacent bicycles; and
      e. Facilities shall be located not to interfere with pedestrian or vehicular movement.

7.01.04 Parking Standards and Parking Lot Design

A. Parking space requirements

1. Minimum off-street vehicular parking spaces shall be provided at the time of the construction of the principal building or at the time of the conversion of a building having a previously existing use to a more intensive use of the same property.
2. The minimum number of parking spaces shall conform to the standards in Table 7.01.04(A).
3. Due to the nature and character of properties within the central business district (C-3) and the Amelia River Waterfront Community Redevelopment Area waterfront lots containing industrial waterfront (I-W) or waterfront mixed use (W-1), the provision of off-street parking will not be required, except for triplex and multi-family dwelling units, lodging accommodations and bed and breakfast inns. For Triplex and Multi-family dwellings, off-street parking shall meet the Supplemental Standards in Section 6.02.32. Single Family and Duplex dwelling units shall meet the standards of the underlying zoning districts. For lodging accommodations and bed and breakfast inns the off-street parking requirements shall be satisfied within 1,000 feet of the property involved and as otherwise required under this chapter and any applicable Supplemental Standards.
4. Calculation of required parking
   a. Where floor area determines the amount of off-street parking required, the floor area of a building shall be the sum of the gross horizontal areas of every floor of the building, using exterior wall dimensions.
   b. For places of public assembly, the number of seats shall be the maximum occupancy load established for the building by the Fire Marshal.
5. Requirements for off-street parking for uses not specifically mentioned in this chapter shall be the same as required for the use most similar to the one sought.
6. Any development adjacent to a public beach access shall be prohibited from interfering in any manner with the public use of the beach access, including but not limited to blocking the parking, removing parking, or interfering with the normal flow of traffic within the beach access area.
7. Off-street parking may not exceed 10% of the required parking amount on any site.
8. Up to two (2) on-site internal non-illuminated signs per business may be allowed to designate specific on-site parking areas. Signs are exempt from permitting requirements and are limited to four (4) square feet and no tall than eight (8) feet.

Table 7.01.04(A). Parking Space Requirements

Type of Use or Activity	Minimum Number of Spaces
Assembly places (religious facilities, funeral homes, schools, theaters, auditoriums, arenas, civic centers, and facilities with an auditorium, sanctuary, or gathering place, whether fixed seats or open area)	1 space per 4 seats
Business and commercial activities, including retail sales, and business activities not otherwise specified	1 space per 300 ft² of gross floor area
Clubs and lodges (including fraternities, sororities, and	1 space per 4 seats in the largest

other social or civic membership organizations)	assembly area
Day-care and child-care centers	1.5 spaces per employee on the largest shift
Drive-in establishments	1 space per 60 ft² of gross floor area
Duplex dwellings	2 per unit[2]
Gasoline service stations	1 space per 350 ft² of floor area, plus 3 spaces per repair bay
Hospitals, nursing homes, rest homes, convalescent homes, assisted care facilities, other similar facilities, and other medical facilities providing overnight accommodations	0.25 spaces per 1 bed plus, 1 space for each 2 employees on the largest shift
Lodging accommodations, without restaurants or lounges	1space per sleeping room
Lodging accommodations, with restaurants or lounges	1space per sleeping room, plus 50% of the parking required by this section for the restaurant or lounge
Libraries and museums	1 space for each 500 ft² of gross floor area
Manufacturing, warehousing and industrial uses	1 space for each 2 employees on the largest shift, plus 1 space for each company vehicle operating from the premises
Marinas	0.5 space for each boat berth, plus 1 space per each 2 employees on the largest shift[1]
Medical offices and clinics	1 space per 250 ft² of gross floor area
Mortuary and funeral homes	1 space for each 4 seats in the chapel, plus 1 space for each 3 employees
Multi-family dwellings	2 spaces per dwelling unit[3]
Offices (general, professional, or government)	1 space per 300 ft² of gross floor area
Public parks and recreation facilities	1 space per 1,000 ft² feet of active use area
Restaurants, eating, drinking, or entertainment establishments (without drive-in facilities)	1 space per 50 ft² of the customer services area or 1 space per 250 ft² of the gross floor area for those establishments without customer service areas (such as take-out windows only)
Schools and educational uses; Elementary, middle, and junior high schools	2 spaces for each classroom, office, and kitchen
Schools and educational uses; High schools	6 spaces for each classroom, plus 1 space for each staff member
Schools and educational uses; Vocational, trade, and business schools	1 space per 300 ft² of gross floor area
Single-family dwellings	2 per unit[2]
Triplex dwellings	2 per unit[3]

[1]If a marina features a boat-launching ramp; at least fifty percent (50%) of the required parking spaces shall be designed to accommodate both a vehicle and boat trailer.

[2] Consistent with LDC policy 8.01.02(D)(4), Dwellings units within the CRA must provide two (2) spaces per dwelling unit on-site but are permitted the following exceptions: all units 1,000 sq. ft or under are only

required to provide one (1) space per dwelling unit on-site and all units 1,001-1,250 sq. ft are only required to provide one and one-half (1.5) spaces per dwelling unit on-site.

[3]Triplex and Multi-family dwelling units located in the Central Business District/ C-3 zoning and not within the CRA are required to provide parking as consistent with the supplemental standards directed in LDC Section 6.02.32.

B. Parking Flexibility – This section recognizes that minimum parking requirements, in certain circumstances, may result in excess provision of parking. Excess parking supply results in the inefficient use of land at the expense of additional landscaped areas, civic space, enhanced site design or building area and the reduction in subsequent tax revenue and employment opportunities. Therefore, off-street parking requirements may be met through additional and alternative measures provided in this subsection. These measures shall be requested during site plan review.

1. Shared Parking Provisions
   a. Shared parking may be applied when land uses have different parking demand patterns and can use the same parking spaces/areas throughout the day or night. Shared parking may also be applied when an existing development can demonstrate excess parking. Factors evaluated to establish shared parking arrangements shall include operating hours, seasonal/weekly/daily peaks in parking demand, the site's orientation, location of access driveways, accessibility to other nearby parking areas, pedestrian connections, distance to parking area, and availability of parking spaces.
   b. Shared parking is subject to an agreement that addresses the following:
      1. The agreement is valid only as long as the conditions described in the application for the shared parking exist, the City must be a party identified in the agreement requiring a signature from the City Manager, and the agreement must be in a form acceptable to the City Attorney recorded with the Nassau County Clerk of Courts.
      2. A copy of the recorded agreement shall be submitted to the City Attorney and City Manager within ten (10) days of its recording.
2. Off-Site Parking – Up to 50% of the overall required parking may be met in off-site parking areas through a shared parking agreement. The off-site parking area must be located within 600 feet walking distance of the structures' nearest public entrance. A pedestrian connection providing a safe, well lighted walking environment shall be required. No more than two (2) off-site non-illuminated signs per business shall be allowed in order to designate or direct use of off-site parking spaces. Signs are exempt from permitting requirements and are limited to four (4) square feet and no taller than eight (8) feet.
3. Existing Sites – If the parking deficit on an existing site is within 20% of the required additional parking generated by proposed alterations or expansions in use then, those spaces may be provided in unimproved parking areas.
4. Valet Parking – On-site or off-site valet parking is permitted. All off-site locations shall require a recorded parking agreement, meeting the requirements for shared parking arrangements. Motor vehicles may be stacked for valet operations.
5. The City may require, or an applicant may request, the elimination of up to 20% of the required parking spaces in order to preserve specimen trees. The site plan shall show the location of all required parking and the spaces eliminated to preserve the trees.

6. On-Street Parking – The City Manager may grant a parking waiver for use of on-street parking spaces immediately adjacent to the site of a commercial use, not to exceed 10% of the required parking spaces when the following conditions exist:
   a. On-street parking is permitted on both sides of the right-of-way;
   b. Sufficient improved right-of-way width is evidenced and maintained;
   c. A linear length of at least 25 feet along the right-of-way for each alternative space;
   d. On-street spaces shall not be located closer than 30 feet from an intersection or 15 feet from a driveway;
   e. The maximum utilization of other off-street parking alternatives for the commercial site shall be implemented prior to the granting of a parking waiver.

C. Parking lot design requirements

1. All parking areas shall be arranged for convenient access and safety of pedestrians, bicyclists, and vehicles. All new non-residential development parking lots shall be located in the side or rear of buildings. All non-residential redevelopment shall incorporate strategies for masking parking areas and creating a more pedestrian-oriented environment whereby the majority of required parking is screened through landscaping or other design strategies.
2. Parking Material: All new and redeveloping properties shall incorporate the use of pervious parking materials for a minimum of 75% of the required parking. Pervious parking materials that require regular maintenance through activities such as, vacuum sweeping, must demonstrate their ability to perform regular maintenance of the site. Pavement systems must be maintained in a smooth, well-graded, and drained condition. Parking materials may consist of standard paving, pavers and alternate paving systems. Use of grass or alternate lawn surface as parking material may be considered for up to one-third (1/3) of the required off-street parking facilities. All accessible spaces must comply with all requirements set by ADA.
3. All parking areas shall be adequately drained and maintained in a dust-proof condition. All non-residential developments parking lots shall incorporate the use of Low Impact Development (LID) facilities such as use of pervious paving materials or pervious pavers, open section drainage, vegetative swales, and bio retention basins that exhibit unique design characteristics. The design of the parking lot shall be incorporated into the development's stormwater management plan.
4. Parking areas shall be designed with consideration given to future shared parking arrangements. All non-residential site development shall be designed to allow for vehicular cross accesses to adjacent non-residential properties. Where there are existing stub-outs on adjoining properties, the site under review shall complete the connection. The cross access must be designed to the same standards as internal circulation within the parking and circulation area.
5. If the parking area is artificially lighted:
   a. All lighting shall be designed, arranged, and constructed such that no source of such lighting is visible from any adjoining or nearby property used or zoned for residential purposes.
   b. All lighting shall be designed, arranged, and constructed to shield public roadways and all other adjacent properties from direct illumination.
   a. For all areas adjacent to beach areas, the lighting shall be designed, arranged, and constructed consistent with Section 3.05.02 of the LDC regarding outdoor lighting in beach areas.
6. Individual spaces and internal aisles shall be designed according to the standards below;

a. Parking space dimensions shall be a minimum of nine (9) feet by eighteen (18) feet.
b. The number, design, and location of accessible parking spaces shall comply with the ADA standards for accessible design.
c. The minimum width for a one-way internal aisle shall be twelve (12) feet, and the minimum width for a two-way internal aisle shall be twenty-two (22) feet.

7. When drop-off areas are provided, the drop-off area shall be fully separated from driveways and parking areas. The separate drop-off area shall allow a person to enter or exit a vehicle directly to a sidewalk abutting the entrance to an establishment.
8. The atmosphere of parking lots for all non-residential developments is intended to be park like and shall comply with all landscaping provisions for parking areas contained in LDC Section 4.05.06. All parking areas shall be designed with landscaping and buffering which serve to reduce heat-island effect.

D. Pedestrian circulation

1. Large retail development projects shall provide parking areas that enhance pedestrian safety, efficiency, and connectivity with a clear definition between vehicular areas and pedestrian walkways.
2. Pedestrian and vehicular circulation systems are required to be adequately separated for pedestrian safety. Pedestrian connectivity between building entrances and parking areas shall be clearly indicated through the use of landscaped areas; walkways made of materials such as scored concrete, pavers, or bricks; or paint striping.
3. Internal pedestrian walkways, located between two (2) rows of parking spaces and not in the vehicular aisles, shall be provided at focal points of pedestrian activity, such as store entrances. Additionally, such walkways shall be at least five (5) feet wide and shall include landscaping adjacent to the walkways.
4. New and redeveloping non-residential properties shall, where feasible, be required to provide or enhance pedestrian connectivity to adjacent residential neighborhoods.
5. New and redeveloping non-residential properties shall, where feasible, be required to establish pedestrian connections to the transportation network including but, not limited to, sidewalks, bike lanes or trails, or transit systems.

7.01.05 Specific Parking Restrictions for Commercial Vehicles, Recreational Vehicles, Boats, and Trailers

A. Prohibitions

Any commercial motor vehicle which has a gross vehicle weight of 8,000 pounds or more shall not be parked in any residential, commercial, wetland protection, or recreational district or area, except as otherwise provided in Section 7.01.05(B).

B. Exceptions

The prohibition in Section 7.01.05(A) shall not apply to parking of such vehicles in the specified districts or areas:

1. For the time required for normal loading and unloading of such vehicles; or
2. For the time required to perform the legally permitted service provided by such vehicles.

C. Mobile homes, travel trailers, travel campers, recreational vehicles, and similar vehicles regularly or periodically utilized for dwelling purposes shall not be parked overnight in any zoning district except in an area specifically designated by this LDC for that purpose. Mobile homes, travel trailers, travel campers, recreational vehicles, and similar vehicles, when unoccupied, may be parked or stored in a completely enclosed building, a carport attached to a principal building, or in a side or rear yard.

D. Boats, boat trailers, utility trailers, and similar vehicles shall not be parked overnight in any zoning district except in an area specifically designated by this LDC for that

purpose. Such vehicles, when unoccupied, may be parked or stored in a completely enclosed building, a carport attached to a principal building, or in a side or rear yard.

7.01.06 Loading Space Standards and Design

A. Off-street loading spaces shall be provided as follows:
   1. Commercial centers, commercial uses, hotels, hospitals, and institutional uses with less than 10,000 square feet of gross floor area shall provide one (1) off-street loading space.
   2. Commercial centers, commercial uses, hotels, hospitals, and institutional uses with 10,000 square feet or more of gross floor area shall provide one (1) space for the first 10,000 square feet of gross floor area, plus one (1) space for each additional 20,000 square feet, or fraction thereof.
   3. Industrial uses shall provide one (1) space for each 10,000 square feet of gross floor area.
   4. Offices shall provide one (1) space for each 20,000 square feet of gross floor area.

B. Off-street loading spaces shall meet the following design requirements:
   1. Loading spaces shall not block streets, alleys, or sidewalks. Loading spaces shall not impair the movement of vehicles or pedestrians on streets, alleys, or sidewalks.
   2. Every loading space shall meet the following minimum dimensions:

Length	30 feet
Width	12 feet
Height	14 feet

7.01.07 Drive-Through Facilities and Stacking Lanes

A. All uses and facilities providing drive-up or drive-through service shall provide stacking lanes in compliance with the standards of this section.
B. Restaurants with drive-up or drive-through facilities shall provide a minimum stacking space to accommodate eight (8) vehicles. A by-pass lane shall be required.
C. Banks and financial institutions shall provide stacking spaces according to Table 7.01.07(C). A by-pass lane shall be provided.

Table 7.01.07(C). Stacking Lane Requirements for Banks and Financial Institutions.

Number of Drive-Through Lanes	Total Number of Vehicles to be Accommodated
1	8
2	12
3	18
Each additional lane	2 additional vehicles accommodated

D. A solid wall or fence shall be provided along a property line abutting lots or parcels zoned for residential purposes in order to block lights from vehicles in the stacking lanes or drive-through facility.
E. Stacking lanes shall not be located within a designated delivery area or area designated for loading spaces.

7.01.08 Visibility at Intersections

A. In order to provide a clear view of intersecting rights-of-way and/or private driveways, there must be a triangular area of clear visibility formed by the two (2) intersecting rights-of-way, driveways, or combination thereof.
B. The horizontal dimensions of sight areas are defined as consistent with the most recent edition of the Florida Department of Transportation (FDOT) Design Manual for clear sight triangles and as determined by the type of traffic control and design speed of the roadways.
C. The vertical dimensions of sight areas are defined as that vertical space between the heights of eighteen (18) inches and ten (10) feet in elevation above the nearest edge of the street pavement of a paved street or above the nearest edge of the riding surface of an unpaved street.
D. Within the clear visibility triangle area, no fence, wall, sign, structure, slope or embankment, parked vehicle, hedge, foliage or other planting, and other object or structure may be placed, erected, or maintained which will obstruct visibility.
E. All landscaping must comply with the most current edition of the FDOT Roadway and Traffic Design Standard, regarding visibility triangles. Tree trunks, palms, and supporting columns or posts are permitted within the clear area, provided that their location does not itself create a traffic hazard and the area is free of limbs and foliage. Landscaping, except grass or ground cover, cannot be located closer than three (3) feet from the edge of any driveway pavement.
F. The requirements of this section shall not be deemed to prohibit any necessary retaining wall.
G. Streetlights and street name signposts are also permitted, provided that illuminating fixtures or nameplates are not within the prescribed clear space.

7.02.00 REQUIREMENTS REGARDING POTABLE WATER, SANITARY SEWER, AND OTHER UTILITIES

7.02.01 Requirements for All Utilities

A. All utilities required by this LDC shall meet or exceed the minimum standards contained in the City of Fernandina Beach Utility Department "Engineering and Construction Requirements" Standards Volume 2 or the most recent edition.
B. Each development shall contain improvements designed and constructed according to the requirements and specifications of this chapter and applicable policies, rules, regulations, and ordinances of the City and the laws of the State. The following services and facilities are required improvements:
   1. Streets designed and constructed for public use according to the standards and requirements of this chapter;
   2. Sidewalks designed and constructed for public use according to the standards and requirements of this chapter;
   3. Approved street signs, markers, traffic signs, and signals to control and circulate traffic within the street pattern within the subdivision in accordance with the Uniform Manual of Traffic Control Devices, published by USDOT;
   4. Drainage and stormwater management facilities designed and constructed according to the standards and requirements of this chapter;
   5. A sanitary sewerage system based on the standards and requirements contained in the City of Fernandina Beach City of Fernandina Beach Utility Department "Engineering and Construction Requirements" Standards Volume 2 or the most recent edition, except as provided in Section 7.02.02(B) or (C);

6. A potable water system based on the standards and requirements contained in the City of Fernandina Beach Utility Department "Engineering and Construction Requirements" Standards Volume 2 or the most recent edition.
7. Parks and recreation dedication, as specified in Section 4.04.04(L);
8. Electricity, telephone, cable, gas, and other utilities;
9. A fire hydrant system in accordance with Section 7.02.02(D); and
10. Such other improvements as are deemed necessary to comply with the requirements of this chapter and to protect the public health, safety, and welfare because of topography or other conditions of the tract.

C. When water, sewer, electrical power, telephone, or cable television facilities are installed and intended to be owned, operated, or maintained by a public utility or any entity other than the property owner or developer, the ownership of such utility or facility shall be transferred to the service provider.

D. All lines for electricity, telephone, cable television, streetlights, and gas distribution (exclusive of transformers or enclosures containing electrical equipment, including, but not limited to, switches, meters, or capacitors) shall be placed underground within easements or dedicated public rights- of-way.

7.02.02 Standards for Installation of Potable Water and Sanitary Sewer Facilities

A. All development within the City shall be required to connect to a public water system.

B. All infill development shall be required to connect to a public sewer system when the City's sanitary sewer system is within a 1,000 feet radius of the property line of the development.

C. Where the City sanitary sewer system is not within a 1,000 feet radius of the property, private systems may be accepted provided they meet all City, County, and State requirements, including Section 7.02.03.

D. Fire hydrant systems shall be installed and made usable prior to any combustibles being brought onto the construction site, and shall meet the minimum requirements established by the fire chief for residential development:

1. Whenever possible, all water systems shall be looped. Water mains shall not be less than six (6) inches in diameter when used in a looped system. Water mains, when used in a dead-end system, shall not be less than eight (8) inches in diameter. A hydraulic flow analysis by a Florida registered professional engineer, which shall include pressure drop at maximum flow of all hydrants connected to the radial (not less than twenty (20) PSI), shall be furnished. Fire hydrants shall be placed no more than 500 feet apart.
2. Each hydrant shall have one (1) 4.5-inch outlet and two (2) 2.5-inch outlets, and all outlets shall have National Standard Threads (NST). All hydrants shall be installed with 4.5-inch outlets facing the street and shall be placed such that the center of the 4.5-inch outlet is no less than eighteen (18) inches above the finished grade and no more than thirty-six (36) inches above the finished grade. Specifications for hydrants shall meet or exceed the minimum standards contained in the Florida Fire Prevention Code.

7.02.03 Standards Regarding Septic Tanks

A. On-site wastewater treatment systems shall be limited to lots currently using septic tanks, except as provided in Section 7.02.02(C).

1. No septic tank other than those approved and permitted by the State Department of Health § 381.0065, *F.S.,* shall be used in the City.
2. Septic tanks in use at the time of adoption of the LDC may remain in service until

local sanitary sewer service is made available to the residents, consistent with County Health Department requirements.

B. All new development shall be required to connect to the central sewer system, except as provided in Section 7.02.02(C).

7.02.04 Standards Regarding Reclaimed Water Facilities

(RESERVED)

7.03.00 REQUIREMENTS REGARDING DRAINAGE AND STORMWATER MANAGEMENT

7.03.01 Generally

A. The purpose of the stormwater management requirements set forth in this section is to minimize the detrimental effects of stormwater runoff and to provide for mitigation of stormwater impacts from new development and redevelopment.

B. The regulations in this section are intended to:
   1. Provide maximum water quality and habitat benefits;
   2. Provide retention/detention of stormwater runoff to maintain surface water quality, ensure percolation, and reduce contamination to drainage canals, surface water, and groundwater;
   3. Prevent any development activity that would endanger lives and harm property, water quality, or environmental systems;
   4. Preserve natural lakes, creeks, other water courses, and natural drainage features;
   5. Encourage the use of stormwater management systems for urban landscape irrigation; and
   6. Prevent creation of flood hazards due to new development.

C. The requirements of this LDC do not supersede those of other State, federal, or regional agencies. All applications for development shall include proof of a permit or exemption from SJRWMD.

7.03.02 Applicability and Exemptions

A. All proposed development, except as specifically described in this section, shall comply with the standards and criteria set forth in Section 7.03.00.

B. No drainage system, whether natural or manmade, shall be altered, designed, constructed, abandoned, restricted, or removed without prior written approval of the City and all appropriate State and federal agencies.

C. The following activities may alter or disrupt existing stormwater runoff patterns, and unless specifically exempted under Section 7.03.02(D) below, shall be authorized only through issuance of a stormwater management permit prior to initiation of development:
   1. Clearing and/or drainage of land prior to construction of a project;
   2. Altering the shoreline or bank or any surface water body; or
   3. Altering any ditches, dikes, terraces, berms, swales, or other water management facilities.

D. The following development activities are exempt from the requirements of this section:
   1. Single-family dwellings and associated accessory structures, provided they are within a subdivision having a valid stormwater management permit and properly operating stormwater management systems designed and sealed by an engineer;
   2. Maintenance, alteration, or improvement of an existing structure where it has been determined by the City that such maintenance, alteration, or improvement will not

change the peak discharge rate, volume, or pollution load of stormwater runoff from the site on which that structure is located;

3. Activities that are not considered development; and
4. Emergencies requiring immediate action to prevent material harm or danger to persons, when obtaining a permit is impractical and would cause undue hardship in protection of property from fire, violent storms, hurricanes, or other hazards. A report of the emergency shall be made to the City Manager as soon as practicable.

7.03.03 Standards for Stormwater Management

A. All development must comply with the specifications, standards of design, and detailed technical requirements provided in the manuals adopted by reference in Chapter 1.
B. No subdivision must be platted, nor must construction commence for any single-family, multi-family, commercial, industrial, or institutional project, until the drainage design for such project has been approved by the City, and proof of permit from the SJRWMD, the USACOE, if applicable, and the Amelia Island Mosquito Control District, has been provided to the City.
C. The drainage design plans for the project must be prepared, signed, and sealed by a Florida registered professional engineer.
D. All drainage facilities and easements must be documented to ensure the City that capacity and right-of-way are adequate from the source, through the development, to the receiving body of water, without adversely affecting upstream or downstream properties. Any improvements or increase in capacity of those facilities required to keep the project in compliance with all applicable regulations must be made at the expense of the applicant.
E. Stormwater Management systems must be designed in accordance with LDC Section 3.05.03.

7.04.00 REQUIREMENTS REGARDING CONCURRENCY

7.04.01 Generally

The provisions of this section ensure that public facilities and services needed to support proposed developments are available concurrent with the impacts and consistent with the adopted level of service standards. A concurrency certificate shall be required prior to the issuance of any local development order or development permit.

7.04.02 Applicability

A. Unless specifically exempted below, the terms and provisions of this section apply to all lands and to all development within the City.
B. The following proposed development is exempt from a determination of concurrency, except that the developer shall submit a concurrency certificate application as provided for in this section:
    1. Developments that possess a valid, unexpired building permit at the time of adoption of this LDC.
    2. An amendment to a local development order that does not result in increased impacts as stated in the concurrency certificate.
    3. Local development orders and permits that may be needed for:
        a. Accessory structures as defined in Chapter 5.
        b. Additions or changes to approved existing residential structures that will not result in an increase in dwelling units.

c. Changes in use that do not result in greater impervious surface on the lot or trip generation rates for the new use as compared to the existing use.

7.04.03 Facilities Subject to Concurrency

A. The following facilities and services are subject to concurrency requirements: potable water, sanitary sewer, drainage, parks and recreation, solid waste, and roadways.
B. The level of service standards for facilities subject to concurrency are set forth in the Comprehensive Plan.

7.04.04 Requirements for Determinations of Concurrency

A. A concurrency determination shall be made as follows;
   1. As part of the application and review process for a site plan for development subject to supplemental standards, a preliminary subdivision plat, or a PUD site plan;
   2. At the time of application for a building permit when the proposed building has not been the subject of a concurrency determination; or
   3. At the time of the issuance of a local development order.
B. A concurrency determination shall be valid for one (1) year, unless otherwise specified, and renewable for one (1) year.
C. A determination that concurrency standards are satisfied is a requirement for the issuance of a local development order or building permit. (See Chapter 11 for requirements and procedures regarding local development orders.) If an application meets concurrency requirements, a specific finding shall be included in the approval.
D. The burden of proof to demonstrate compliance rests with the applicant. The concurrency determination shall compare the impacts of the proposed development on each public facility or service identified in Section 7.04.03(A) with the available capacity for each facility or service at the adopted level of service standard.
   1. Capacity availability shall be based upon the total capacity of the facility at the adopted level of service standard, minus the capacity required to meet the needs of existing development, and minus the capacity reserved for developments with valid, unexpired building permits or local development orders.
   2. Capacity availability shall be verified with documentation from service providers which indicates that capacity is available and that capacity shall be reserved for the proposed development when a local development order or building permit is issued.
   3. A concurrency determination that is based upon facilities that are under construction or guaranteed in an enforceable development agreement shall be accompanied by documentation from the service provider that the facility or service will be available as described in the conditions of the local development order or building permit.
   4. Where a proposed development cannot meet the concurrency requirements, the project may be approved in stages or phases. A local development order or building permit shall be issued only for the stage or phase that meets the concurrency requirements as set forth herein.

7.04.05 Requirements for Transportation Concurrency

A. For all proposed developments that will generate more than 400 average daily trips, the applicant shall apply for a traffic concurrency determination from the Northeast Florida Regional Council.

B. For concurrency determinations regarding transportation facilities, the local development order or building permit shall only be issued if the necessary facilities and services are in place and available or under construction at the time the development order is issued; or
C. The development order or building permit may be issued subject to a condition that the necessary facilities will be in place prior to issuance of a certificate of occupancy and that the certificate of occupancy will not be issued unless the necessary facilities are in place; or
D. The development order or building permit may be issued when the necessary facilities are specifically identified and guaranteed in an enforceable development agreement, which includes the following conditions:
   1. Commencement of actual construction of the facilities within three (3) years following issuance of the certificate of occupancy; or
   2. Provision of facilities and services within three (3) years following issuance of the certificate of occupancy.
E. In order for an application to be eligible for conditional approval subject to the requirements of Section 7.04.05(B) above, the facilities shall be included in the adopted Five (5) Year Capital Improvements Element of the Comprehensive Plan.
F. For the purpose of issuing a local development order or building permit, a proposed development may be deemed to have a de minimis impact and may not be subject to the concurrency requirements, only if all of the following conditions are met:
   1. The transportation impact of the proposed development alone does not exceed one-tenth (0.1) percent of the maximum service volume at the adopted level of service standard for the peak hour of the affected transportation facility; and
   2. The cumulative total transportation impact from all de minimis exemptions does not exceed three (3) percent of the maximum service volume at the adopted level of service standard of the affected transportation facility if the facility does not meet the minimum level of service standard.

7.04.06 Requirements for Concurrency for Sanitary Sewer, Solid Waste, Drainage, and Potable Water

A. For concurrency determinations regarding sanitary sewer, solid waste, drainage, and potable water facilities, the development order or building permit shall only be issued subject to the condition that at the time of issuance of a certificate of occupancy the facilities and services necessary to meet and maintain the adopted level of services are in place and available for the proposed development; or
B. The necessary sanitary sewer, solid waste, drainage, and potable water facilities are guaranteed in an enforceable development agreement pursuant to 163.3220, *F.S.* or Chapter 380, *F.S.,* such that the facilities and services will be in place and available at the time of issuance of a certificate of occupancy.

7.04.07 Requirements for Concurrency for Parks and Recreation

A. For concurrency determinations regarding parks and recreation, the local development order or building permit shall only be issued if the facilities and services necessary to meet and maintain the adopted level of service are in place and or under construction at the time a local development order is issued; or
B. The necessary facilities are scheduled to be under construction within one (1) year following issuance of the certificate of occupancy is issued; or

C. The local development order or building permit may be issued when the necessary facilities are specifically identified and guaranteed in an enforceable development agreement, which includes the following conditions:
   1. Commencement of actual construction of the facilities within one (1) year following issuance of the local development order or building permit; or
   2. Provision of facilities and services within one (1) year following issuance of the local development order or building permit.

CHAPTER 8
HISTORIC DISTRICTS AND THE AMELIA RIVER WATERFRONT COMMUNITY REDEVELOPMENT AREA

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8.00.00 GENERAL PROVISIONS

8.00.01 Intent

It is declared as a matter of public policy that protection, enhancement, perpetuation and use of sites of aesthetic, archaeological, architectural, cultural, historical and paleontological merit or value is in the interests of the health, prosperity, safety and welfare of the people of Fernandina Beach. The City Commission finds that the irreplaceable loss of these resources to the community would detrimentally affect the community as a whole. It is therefore the intent of this chapter to:

A. Effect and accomplish the protection, enhancement and perpetuation of buildings, structures, improvements, sites, districts, landscape features, and archaeological and paleontological resources that represent distinctive elements of the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific, and social history;
B. Safeguard the City's architectural, cultural, economic, natural, political, prehistoric, religious, scientific and social heritage, as embodied and reflected in such structures, sites, and districts;
C. Foster awareness and pride in the accomplishments and events of the City's past;
D. Protect and enhance the City's attraction to residents, tourists, and visitors, and serve as an economic stimulus to business and industry;
E. Stabilize and improve property values and encourage compatible redevelopment;
F. Enhance the visual and aesthetic character of the City; and
G. Promote the use of individual structures, sites, and districts for the education, leisure, and welfare of the people of Fernandina Beach.

8.00.02 Purpose

In addition to protecting and preserving the historic, cultural and archaeological resources of Fernandina Beach, the City Commission declares its intention to maintain the City of Fernandina Beach Certified Local Government status with the Florida Division of Historic Resources. The City shall comply with the rules and regulations of the Division of Historic Resources pursuant to the Certified Local Government program.

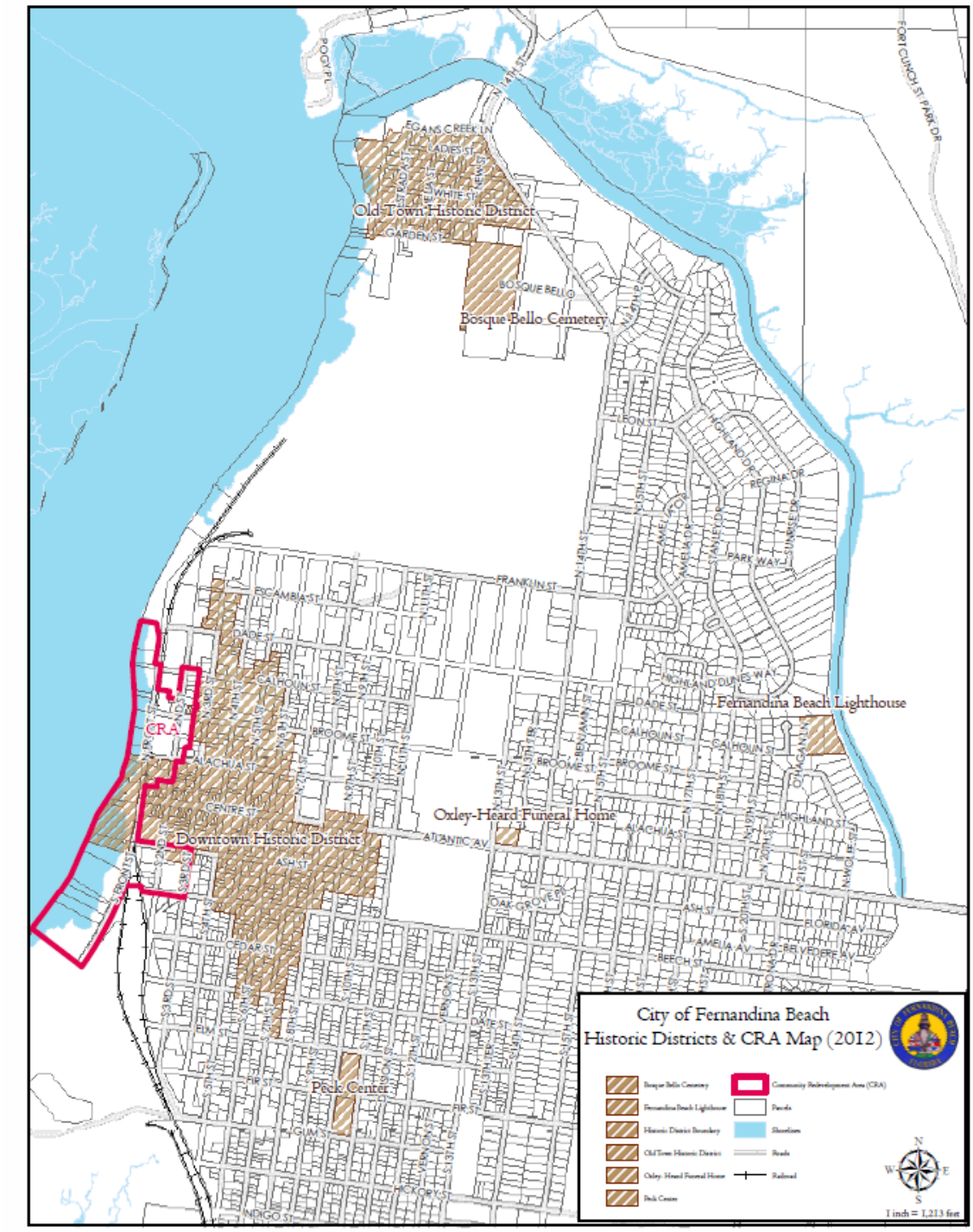
8.00.03 Relationship to Comprehensive Plan

The following standards implement Goal 11: Historic Preservation Element of the Fernandina Beach Comprehensive Plan to identify, preserve, and protect historic and cultural resources within the City.

8.00.04 Historic District and Community Redevelopment Area boundaries.

A. Historic district boundaries are established in City of Fernandina Beach ordinances 526, 749, 846, 95-12, 97-24, and 2010-24.
B. Community Redevelopment Area boundaries are established in City of Fernandina Beach ordinances 2004-33, 2004-71, 2004-145, 2005-91, and 2005-113.

Figure 8.00.04. Map of Historic District and CRA Boundaries



8.01.00 Standards for Development in the Historic Districts and Community Redevelopment Area

8.01.01 Historic District Overlays

8.01.01.01 Standards for Development in the Historic District Overlays

A. The review of proposed development within the Historic District Overlays must be based upon the latest edition of *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* from the U.S. Secretary of Interior.
B. The review of proposed development within the Historic District Overlay must also be based upon compliance with the Downtown Historic District Guidelines, dated December 1999, as amended from time to time. The review of proposed development within Old Town must be based upon compliance with the Old Town Preservation and Development Guidelines, dated June 1999, as amended from time to time.
C. In addition to standards applicable to the underlying zoning district, new construction within the Historic District Overlay must be compatible with the existing character of the landmark or the district. Compatible design means architectural design and construction that will fit harmoniously into the district or the landmark site. New construction must be compatible in scale, materials, and quality of construction with adjacent buildings and structures that have been designated.
D. The following features must be considered by the Historic District Council in the evaluation of proposed new construction, as such features comply with the guidelines referenced in Section 8.01.01.01(A) and (B) above:
    1. Scale, including height and width;
    2. Setbacks;
    3. Orientation and site coverage;
    4. Alignment, rhythm, and spacing of buildings;
    5. Form and detail, considering the link between old and new buildings;
    6. Maintaining materials within the district or on the landmark site;
    7. Maintaining quality within the district or on the landmark site;
    8. Facade proportions and window patterns;
    9. Entrances and porch projections;
    10. Roof forms;
    11. Horizontal, vertical, or non-directional emphasis; and
    12. Electrical or mechanical systems, garbage collection facilities, and exterior mounted modern devices as provided herein.
E. Fences proposed within designated historic districts must be compatible with the historic style and character of the district, must not be vinyl, and must require a certificate of appropriateness, as set forth in Chapter 11.
F. Automatic Teller Machines, or ATMs, are generally incompatible with the character of the Historic District and their placement should be carefully considered prior to undergoing any rehabilitation project. The installation of ATMs can disrupt the streetscape by replacing historic character defining open storefronts with solid panels or by causing irreversible damage to historic materials. For these reasons, every effort should be made to install an ATM on the interior of a building. If an ATM cannot be located on the interior, they should be installed in a manner that is reversible and does not damage or obscure a character-defining feature of the building. ATMs should be installed on the sides and rears of buildings whenever possible. Freestanding ATM enclosures are not permitted.

G. For properties within the boundaries of the Historic District, CRA, and Old Town: All rooftop mechanical equipment must be screened from view to adjacent properties and rights-of-way by utilizing parapets or other screening elements that are integrated into the overall architecture of the structure and constructed using materials and methods that are consistent with those used on the building.
H. Exterior mounted modern devices such as televisions, monitors, or projection screens must be designed and installed to be directed and visibly shielded away from all public rights-of-way and any residentially zoned or used adjoining properties.

8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts

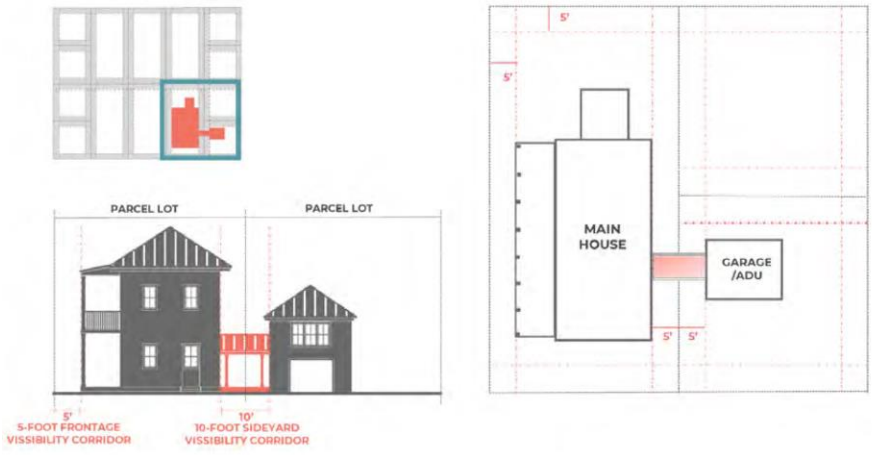
A. A peonia is a lot within the Old Town Historic District. The peonia lot is 46.5 feet by 93 feet or 4,324.5 square feet.
B. Construction of a dwelling unit on a media (one-half (½) of a peonia) peonia shall require that such media peonia be joined with an abutting media peonia or peonia in order to comply with the maximum density established in Section 4.01.01.
C. General requirements
   1. Guidelines adopted by reference: The Old Town Preservation and Design Guidelines are hereby adopted by reference and incorporated herein.
   2. Purpose in the Old Town Historic District, the major emphasis is on building placement according to the historic plan and appropriate scale and construction, rather than architectural styles. Building form is discussed in the context of building typology rather than architectural styles. Typological discussions concentrate on the architectural elements that make a building compatible with the context of Old Town. Variances to the guidelines may be granted based on architectural merit. These regulations do not supersede existing codes covering health and safety issues.
   3. Building types
      a. A primary building is defined as the principal unit of occupancy. While this usually refers to a private dwelling unit, it also applies to appropriate commercial buildings allowed in the OT-2 zoning district.
      b. Outbuildings are ancillary to the primary building in size and degree of occupancy. Outbuildings may be attached by connecting elements or remain detached. Outbuildings include, but are not limited to, garages, storage sheds, greenhouses, workshops, gazebos, and playhouses.
      c. Connecting elements are those architectural components that link primary and outbuildings with each other or act as a transition to the landscape. Connecting elements are considered to be open spaces that are not climate controlled. Connecting elements create openness and give human scale to the building elements and allow owners to take advantage of the climate. Connecting elements include, but are not restricted to, porches, pergolas, colonnades, loggias, breezeways, and carports. The design of connecting elements must be compatible with the typology and scale of the building elements; however, these elements can take on many inventive forms to achieve this result. Additions of connecting elements to registered historic structures must comply with required yard corridor dimensions and must be taken on with great care from both an architectural and technical point of view.
D. The total lot coverage of all building elements on one (1) peonia shall not exceed forty-five (45) percent.

E. No more than one (1) primary building shall be placed on one (1) peonia.
F. The number of outbuildings is limited by the total square footage requirements and the dimensions set out for these buildings but not by number.
G. The space between an outbuilding and a primary building shall be a usable space of not less than five (5) feet. The use of connecting elements to link primary and outbuildings with indoor-outdoor space is strongly encouraged. Connecting elements and landscape elements are excluded from building separation requirement to encourage the design of spaces that take advantage of the climate. Thus, enclosed square footage may be easily expanded by the precise use of connecting elements such as porches and breezeways.
H. Garages and outbuildings that house more permanent types of occupancy, such as an accessory dwelling, must not exceed 500 square feet in area, per level, cannot exceed 24 feet in height, must not contain a kitchen, and cannot be rented out. The area of all other outbuildings is limited to 350 square feet and cannot exceed 16 feet in height.
I. Nonresidential structures shall have sites of sufficient area for the structures to meet minimum requirements in this section.
J. Lot visibility corridors

The term "visibility corridor" is used in place of "setbacks" to emphasize the spatial effect of building placement. Careful siting of properly scaled building elements on a lot ensures that the historic lot divisions remain visible regardless of the architectural style or number of buildings that exist within the City at any given time. The visibility corridors are subdivided into frontage corridors, side yard corridors and mid-lot corridors.

1. The frontage corridor is a lot line with minimum setback of five (5) feet. This encourages the use to define the private space of the lot and the public space of the street. Outbuildings shall not be located on the frontage portion of peonias or the corner media peonia lots.
2. For side yard corridors there must be a required minimum setback of five (5) feet separating lots on the north-south orientation. If two (2) or more adjacent properties are owned, then the corridor dimensions are cumulative. Primary and outbuildings may not cross lot lines without the use of an open space or connecting element that maintains the 10-foot dimensional requirement of the side yard corridor and does not exceed 16 feet in height from the finished floor elevation (FFE) to the peak of the roof

Esample:



3. Mid-lot corridors shall have a minimum setback of five (5) feet. This setback makes the historic lot division visible along the east-west orientation. Mid-lot corridors on frontage lots make the media peonia lots visible and are required regardless of ownership. On interior peonia lots, this corridor appears at mid-block. If an aggregate of peonias extends from street to street, a visibility corridor shall be present in the design of the buildings indicating the mid-block dimension. Primary and outbuildings shall not cross lot lines without the use of an open space or connecting element that maintains the dimensions of the mid-lot corridors. For example, if an owner holds an entire row of media peonias along a north-south street and plans to build the maximum allowable percentage of lot coverage, then all building elements shall demonstrate a mid-lot visibility corridor at the lot lines.
4. Reserved
5. In instances where media-peonias are owned in aggregate or assembled to meet the minimum density or area requirements, the visibility corridor may be crossed by an enclosed primary structure or connecting element which clearly indicates the existence of the visibility corridor (i.e., substantial changes in the roof elevation, substantial indentions or breaks in exterior wall elements and similar architectural features) as may be approved by the Historic District Council (HDC).

8.01.02 Amelia River Waterfront Community Redevelopment Area

Purpose

A. It is the purpose of the CRA overlay to provide a broader mix of uses and compatible design with the downtown area in order to promote revitalization of the working waterfront and adjacent areas.
B. The review of proposed development within the CRA Overlay is be based upon compliance with the CRA Design Guidelines. Those properties within the CRA Overlay which are also located within the Downtown Historic District Overlay are reviewed for compliance with the Historic Preservation Design Guidelines, dated December 1999, as amended. All plans for development within the CRA Overlay must be reviewed by the Historic District Council.
C. Site design standards specified in the overlay supersede the requirements for the underlying zoning district. Specific site design requirements that are not covered by the overlay follows the standards of the underlying zoning district.
D. Properties located within the CRA abutting the Amelia River Waterfront are subject to the following standards:
    1. All new construction that is a water dependent, water enhanced, or water related use is exempt from Section 3.03.03(B) 1.
    2. Building height is measured from the Base Flood Elevation (BFE) to the top of the roof, rather than from the finished grade, as established in 4.02.03(C). The maximum height of all structures must not exceed thirty (30) feet in height above the BFE. Permissible roof forms must be in compliance with the adopted CRA Design Guidelines.
    3. Properties that have obtained the Waterfront Mixed Use Future Land Use designation are eligible for land uses in addition to those permitted in the Waterfront Industrial zoning and are specified in Tables 2.03.02 and 2.03.03. Floor area ratio must not exceed 0.75. The floor area ratio will be calculated based on the developable land area and include portions of the site which remain

submerged. Residential units are permitted if the property has a FLUM category of WMU and the units are located above a non-residential use. Stand-alone residential units are prohibited.

4. Residential uses are subject to LDC Section 7.01.04 footnote 2, and are not eligible for the fee in lieu of providing parking.
5. Front and rear yard setbacks are not required. In order to preserve view corridors and pedestrian access to the Amelia River, side yard setbacks and breaks between structures shall be provided as follows:
   A. View Corridors
      1. A 15-foot side yard setback on each side yard is required for water lots located to the north of Centre Street (water lots 1 through 9). These locations provide for alignment with existing east-west rights-of-ways at Alachua, Broome and Calhoun Streets.
      2. Water lots to the south of Centre Street (water lots 25 through 40) shall provide a 30-foot minimum view corridor between buildings.
      3. These view corridors shall remain open to the sky and shall not include any parking areas, accessory structures or mechanical equipment.

   B. Pedestrian Access
      1. Publicly accessible pedestrian access to the water shall be integrated into the project's site design. These accessways shall provide a minimum width of ten (10) feet and shall occur at the view corridor locations. Access ways may vary in size and design as necessary to complement the overall project design. To encourage architectural variety and visual interest, certain encroachments and structural elements may be permitted within the accessways subject to compliance with the adopted CRA Design Guidelines. These accessways may be dedicated to public use through easements or dedication of right-of-way, or they may be retained under private ownership. In either case, these accessways shall remain open to and accessible by the public. If deemed necessary for security purposes, accessway closures may be permitted based on the posted operational hours of City beach access parking (exclusive of Main Beach or Seaside Parks).

E. Properties located within the CRA east of Front Street are subject to the following standards:

1. Facades up to thirty (30) feet in height shall have a front yard setback no more than ten (10) feet.
2. Facades up to forty-five (45) feet in height shall be recessed from the first thirty (30) feet of façade a minimum of ten (10) feet. Awnings, pergolas, or covered balconies may encroach into this setback, but shall not extend beyond the first thirty (30)feet of facade. Elements utilized to cover balconies shall not be a part of the main roof structure. Balcony enclosures (i.e., sun rooms, screened enclosures) shall be prohibited.
3. CRA properties located on the east side of North 2nd Street which share a property line with residentially-zoned, non-CRA properties shall meet the following standards:
   a. Building height shall be limited to thirty-five (35) feet, including the parapet for flat roofed structures.

b. Buildings shall provide a front yard setback of no more than ten (10) feet. Facade elements above thirty (30) feet shall not be required to be recessed as provided in (2) above.
c. Non-residential and mixed-use projects shall provide a buffer along the shared property line which meets the requirements of a Buffer Type C as provided in Table 4.05.12(B).
d. All projects shall maintain a twenty (20) foot rear yard setback for principal structures.

4. Flat roofs are permitted but must provide a parapet up to 42 inches high in order to hide mechanical equipment.
5. Floor area ratio and density are established in the underlying zoning district.
6. Only one primary structure is permitted per lot of record.
7. Accessory structures must comply with the standards of the underlying zoning district as well as Section 5.01.00 of this LDC.
8. Side yard setbacks are not required.
9. Developers of Office, Retail, or other Commercial uses may pay a fee in lieu of providing the required parking, as established in Table 7.01.04(A.) The fee shall be set annually by the City commission and shall be based on the average cost of constructing a parking space in the City. The fee shall be a one-time payment, to be placed in a trust fund for downtown parking improvements which serve the CRA properties. Residential uses must provide one space per dwelling unit on-site, and are not eligible for the fee in lieu of providing parking. Parking is not permitted in the front yard, but is permitted in the side or rear yard. Parking is also permitted beneath structures.

8.01.03 Signage in the Historic Districts and Community Redevelopment Area

In an effort to protect the Historic District designations within the City of Fernandina Beach, the specific provisions in this article shall take precedence where conflicts arise in this sign code.

A. Two (2) permanent on-site signs per business, are permissible, limited to projecting, wall, awning, or freestanding signs, and subject to the following standards:

1. Signs shall not project more than five (5) feet from the face of the building;
2. Projecting signs may project over sidewalk or pedestrian areas only at no less than seven and one half (7 ½) feet above sidewalk level;
3. The top of a projecting sign shall be not more than sixteen (16) feet above the sidewalk level;
4. A projecting sign shall not be closer than two (2) feet to a vertical line extending upward from the curb;
5. A projecting sign shall not exceed twelve (12) square feet (ft^2) in area.
6. A wall sign may be horizontal or vertical and shall not exceed one square foot in area for each linear foot of business frontage, to a maximum of twenty-five (25) square feet . One side of the sign may be no more than two (2) feet in height or width.
7. Awning sign lettering is limited to one square foot per linear foot of the awning or canopy, up to a maximum of ten (10) square feet.
8. Freestanding, ground or pole signs are permissible only for properties with a minimum front or side yard setback of eight (8) feet. Freestanding, ground and pole signs are limited to a maximum of twenty (20) square feet in sign face area and six (6) feet in height.

B. Permanent window lettering is permissible in addition to permanent signage and sandwich boards/easel signs shall not exceed an aggregate area equal to twenty-five percent (25%) of the glass area on which the signage is placed.

C. Sandwich boards or easel signs are permissible in addition to window lettering and permanent signage and are subject to the following standards:

1. Limited to one (1) sandwich board or easel sign per business;
2. The sandwich board sign shall comply with standards set forth in 5.03.10(E), and shall not utilize plastic or vinyl changeable copy.
3. Easels displaying signs may be no more than 4' 6" high and the sign face may not exceed 6 square feet. Top of sign may not project above top of easel or 4'6" above the ground.
4. The sign shall be placed between the store front and the edge of curb with a minimum five (5) feet of sidewalk left for pedestrian travel.
5. The sign shall require a Certificate of Approval and the approval of the Historic District Council.

D. Multi-Tenant Signs (reserved)

E. Downtown Wayfinding Signage (reserved)

F. Signs shall use stone, brick, wood, or metal, or modern materials that have the appearance of these materials. No plastic or vinyl shall be utilized to create the signs, with the exception of plastic or vinyl used for lettering or graphics on permanent, non-changeable copy signs.

G. All permanent signs affixed to private property shall require a Certificate of Approval and the approval of the Historic District Council, except for temporary special event signs, exempt signs, public directional or information signs, street number signs, and temporary signage placed on scaffolding during construction.

H. Wall graphics are prohibited in the Downtown Historic District. Legacy signs are permissible.

I. Signs shall be mounted in such a way to minimize damage to historic materials. On masonry buildings, bolts should extend through mortar joints and not through masonry units. On frame buildings, mounting brackets and bolts should be the minimal amount necessary to assure adherence to the surface and prevent excessive wood penetration. Signs shall not be placed upon a structure in any manner so as to disfigure or conceal any window opening, door or significant architectural feature or detail of any building, or in such a manner that requires changes to building materials.

J. External lighting of signs through gooseneck lamps is permitted.

K. In addition to signs prohibited within City limits as defined in LDC Section 5.03.05, the following signs are not permitted in the historic districts or CRA:

1. Signs with fluorescent or day-glow coloring.
2. Neon signs, or LED signs that mimic neon signs, over two (2) square feet in size.
3. Pixelated LED signs.
4. Internally lit signs.
5. Changeable copy signs with plastic or vinyl lettering or graphics, including sandwich board and easel signs.
6. Signs painted on or attached to trees, shrubbery, lamp posts, hydrants, traffic signs, stairways, benches, refuse containers, landscape planters, or telephone or utility poles.

8.02.00 Historic District Council

8.02.01 Historic District Council Created and Established

A. Establishment

There is hereby established the Historic District Council (HDC). The HDC is intended to be the City's primary agency responsible for furthering historic preservation within the City.

B. Membership

1. There shall be five (5) regular members of the HDC.

2. There shall be two (2) alternate members of the HDC.

3. Where possible, members shall include, to the extent such individuals are available in the community and willing to serve, one (1) registered architect, and professionals from the disciplines of architecture, construction, design, history, architectural history, archaeology, or other historic-related fields such as urban planning, American studies, cultural geography or cultural anthropology. Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines such as law, real estate, land development, or construction shall make up the remainder of the HDC membership. Current resumes of HDC members shall be kept by the City as a public record.

C. Authority to Seek Professional Expertise

1. With City Commission approval, the HDC may obtain the services of qualified persons to direct, advise, and assist it.

2. The HDC may request equipment, supplies, and other materials necessary for its effective operation.

3. When the HDC considers National Register nomination proposals and other actions which are normally evaluated by a professional in a specific discipline, and that discipline is not represented on the HDC, it may seek professional expertise in this area before rendering a decision. City Commission approval is required for any such professional contracts.

8.02.02 Historic District Council Roles and Responsibilities

The HDC shall have the duty and responsibility to:

A. Identify, study, and recommend sites, structures, buildings, improvements, artifacts, and areas for designation as historic landmarks, historic sites, or historic districts.

B. Maintain and update the historic properties survey as an inventory of historic landmarks, historic sites, and properties in historic districts. All inventories shall be compatible with the Florida Master Site File, which exemplifies the format used for statewide comprehensive historic preservation planning, and kept current and regularly provided to the state historic preservation officer for incorporation in the Florida Master Site File.

C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

D. Review and make recommendations on National Register nominations within its jurisdiction.

E. Make recommendations to the City Commission concerning the assignment of development rights or facade easements, or the imposition of other restrictions.

F. Hear applications for variances within the Historic District Overlay or the CRA Overlay.

G. Increase public awareness of the value of historic, architectural, and cultural preservation by developing and participating in public preservation information programs, and by updating such programs and public information documents.

H. Make recommendations to the City Commission concerning the solicitation of grants from federal and State agencies, private groups, and individuals, and promote the preservation of historic or architecturally significant landmarks, sites, or properties in historic districts.

I. Promulgate standards for architectural review.
J. Evaluate and comment upon proposals pending before other public agencies affecting the physical development and land use patterns in or around historic landmarks, sites, or districts.
K. Make recommendations to the City Commission on the purchase of historic landmarks, historic sites, or properties in historic districts where private preservation is not feasible.
L. Perform any other functions which may be designated by resolution or motion by the City Commission.

8.02.03 Historic District Council Policy and Procedure Statements

The HDC may formulate and publish such policy and procedure statements as it deems reasonably necessary and appropriate to:

A. Explain the format of information to be provided in the application for a Certificate of Approval.
B. Explain the criteria and basis for HDC evaluation and ruling upon applications for a Certificate of Approval.
C. Designate items to be subject to final staff approval without need for a hearing before the HDC.

8.02.04 Historic District Council Staff Roles and Responsibilities

A. The City Manager shall provide professional staff in the City Planning Department to support the HDC in carrying out its responsibilities under this Chapter. Where possible, staff should have a background in historic preservation or a related field.
B. Staff shall not sit as officer or board member of local preservation-related organizations, and shall act in an impartial manner in all matters involving the HDC.

8.02.05 Certified Local Government Program

In order to comply with the Department of State, Division of Historic Resources, "certified local government" requirements, the HDC shall take the following actions:

A. A copy of all duplicate inventory materials will be provided to the SHPO. This will include any new or revised resumes of the HDC members or staff.
B. The SHPO shall be provided with thirty (30) days prior notice of all HDC meetings. In the event of a special meeting, reasonable notice shall be given.
C. Minutes of all HDC meetings shall be submitted to the SHPO. These minutes shall include a record of attendance of council members, the public, and any change in council membership.
D. The SHPO shall be notified immediately of all new historic designations or alterations to existing designations.
E. Proposed amendments to the LDC pertaining to the Historic District Overlay shall be sent to the SHPO for review and comment thirty (30) days prior to the scheduled adoption hearing.
F. Objections by property owners that are notarized and filed with the HDC shall be submitted to the SHPO in order to prevent involuntary nomination to the National Register.
G. The HDC shall submit an annual report to the SHPO on or before November 1 of each year covering the previous October 1 through September 30 period. The annual report shall include:
    1. Any changes or amendments to HDC rules of procedure;
    2. The number of proposals and applications reviewed by the HDC;

3. New historic designations or alterations to existing designations;
4. Changes to the HDC;
5. New or revised resumes of HDC members or staff;
6. Changes or requested changes to the Historic District Overlay regulations;
7. Review of the survey and inventory activities with a description of the system used; and
8. A program report on each grant-assisted activity.

8.03.00 Historic District Council Process and Procedure

8.03.01 General Quasi-Judicial Board Requirements

See Section 11.04.00 of the Land Development Code.

8.03.02 Procedure for Designation of Historic Districts

A. No historic district or property proposed for inclusion in a historic district within the city shall be designated by any City agency except as provided in this section.

B. For purposes of this section, the term "property owner" shall mean the record owner or owners of one or more parcels of property within the boundaries of the proposed historic district. Should an individual, individuals or entity own more than one parcel of property within the boundaries of the proposed historic district according to the latest available tax rolls from the county property appraiser's office, then such individual or entity shall be considered one property owner for purposes of calculating the number of property owners in the proposed historic district regardless of the number of parcels that may be owned by the individual, individuals or entity within the boundaries of the proposed historic district. Should a parcel of property be owned by more than one individual for purposes of calculating the number of property owners within the boundaries of the proposed historic district, such co-owners shall be considered cumulatively as one property owner regardless of their number.

C. Upon the recommendation of the City Commission or the Historic District Council an application may be submitted by a property owner within the proposed district, or his authorized agent, to the Planning Department to prepare or assist in preparation of a designation report. The City shall charge a fee for each application that reflects processing costs for the application, except such fee shall be waived for City-initiated applications. An area or property may be identified as being potentially suitable for designation as an historic district or for inclusion in a historic district. The area or property shall be surveyed and studied for the purpose of determining the age and significance of each building, site, structure, or object within the area. A nomination report shall be prepared based on the results of the survey. Once the district boundaries are determined, the property owners shall be surveyed for their agreement with the designation and the results shall be available and considered during public hearings at meetings of the Historic District Council, Planning Advisory Board, and City Commission.

D. The applicant shall complete an application form provided by the City which shall, to the extent possible, include:
    1. A written description of the architectural, historical, or archaeological significance of the structures, sites and building in the proposed historic district specifically addressing and documenting the criteria set forth in subsection (j) of this Section;
    2. An identification of all buildings, structures and sites within the proposed historic district and the proposed classification of each as contributing or noncontributing with an explanation of the criteria utilized for the proposed classification;

3. A physical description of the proposed historic district, accompanied by photographs of buildings, structures or sites within the district indicating examples of contributing and noncontributing structures within the district;
4. A statement of recommended boundaries for the proposed historic district and a justification for those boundaries, along with a map showing the recommended boundaries;
5. The names and addresses of all owners of real property within the boundaries of the land upon which the designation of the historic district is requested and the real estate assessment numbers for the property within the boundaries of the land upon which the designation is requested. Requirements (1), (2), (3) and (4) shall be waived with respect to any historic districts listed on the National Register of Historic Places as of January 1, 1990.

E. The Historic District Council shall hold a public hearing on the proposed designation within 90 days of the filing of a completed application. The Historic District Council shall hold at least one town meeting at which the proposed district will be explained and discussed. A quorum is not necessary to conduct the town meeting. The property owners within the proposed district shall be notified by United States mail at least thirty (30) days in advance of the Historic District Council public hearing date and time. For the purpose of notice requirements to owners, the names and addresses of owners shall be deemed to be those on the current tax records in the Office of the Property Appraiser. All notices required by this section shall state clearly the boundaries of a proposed historic district. The notice required by this section, the cost of which shall be $2 for each notification, shall be paid by the applicant to the City.

F. The notice referred to in paragraph (E) of this section shall include the following information and documents:
    1. The notice shall state that the creation of an historic district will impose design review on certain permitted activities.
    2. The notice shall state that the ordinance creating the historic district will contain requirements which must be met in order to alter, renovate or demolish a structure or building within the district. These requirements may relate to density, siting, building materials and architectural features as well as other matters.
    3. The notice shall state that a list of contributing and noncontributing structures has been compiled and that contributing structures will be identified in the ordinance creating the historic district.
    4. The notice shall state that the owners have the right to vote whether they want the historic district to be created.
    5. The owners shall be provided a ballot which must be signed and witnessed which will permit the owner to vote whether he approves or disapproves the creation of the historic district. In order for the ballot to be valid it must indicate the name of the owner, the residence address of the owner and the address of the property in the proposed historic district. This ballot must be returned to the Historic District Council not less than twenty-one (21) days after the noticed hearing.
    6. The notice shall state that at the hearing, the proposed historic district design guidelines for reviewing certain permitted activities will be discussed and voted on by the Historic District Council.
    7. The notice shall state that if the district is created the owners shall be required to obtain a Certificate of Approval before certain work is done on the property.
    8. The notice shall state that the application for creating the historic district is on file with the Historic District Council and that the Historic District Council shall have on

file all information submitted by the applicant and the Planning Department, including recommendations.

9. The notice shall state the time, date, and place of any town meetings scheduled by the Historic District Council. However, nothing herein shall prohibit the Historic District Council from holding other town meetings with published notice.

G. Notice of a public hearing shall also be published once in a newspaper of general circulation in the City not less than fourteen (14) days in advance of the date of the hearing. The published notice shall be in a form prescribed by the Historic District Council and placed by the applicant at the applicant's expense. The applicant shall file proof of publication with the Historic District Council prior to the public hearing.

H. The applicant for a proposed designation shall post signs within five working days after filing of a completed application, which signs shall be in the form required by the Historic District Council and shall be posted in full view of the public. The sign or signs shall be posted on the boundaries of the proposed historic district at each public right-of-way intersecting the boundary of the proposed historic district, or at such other locations and at such intervals, as determined by the Planning Department, as will ensure that the signs will be seen by as many persons as possible. The signs shall be maintained by the applicant until such time as the advisory recommendation has been made by the Historic District Council. The signs shall be removed by the applicant within ten days after final action by the City Commission.

I. At the close of the public hearing, the Historic District Council shall determine whether, based upon the evidence, the proposed historic district does or does not meet the criteria for designation. Such a determination shall be made by a report stating the findings of the Historic District Council concerning the relationship between the proposed historic district and the National Register of Historic Places criteria for designation set forth below. At least two of the criteria must be met.

1. Its value as a significant reminder of the cultural, historical, architectural, or archaeological heritage of the City, state or nation.
2. Its location is the site of a significant local, state or national event.
3. It is identified with a person or persons who significantly contributed to the development of the City, state or nation.
4. It is identified as the work of a master builder, designer, or architect whose individual work has influenced the development of the City, state or nation.
5. Its value as a building is recognized for the quality of its architecture, and it retains sufficient elements showing its architectural significance.
6. It has distinguishing characteristics of an architectural style valuable for the study of a period, method of construction, or use of indigenous materials.
7. Its character is a geographically definable area or neighborhood possessing a significant concentration, or continuity of sites, buildings, objects or structures united in past events, or united in culture, architectural style, or aesthetically by plan or physical development.
8. Its suitability for preservation or restoration.

J. The Historic District Council shall also determine what proposed historic district design guidelines it would recommend to apply to the historic district and shall identify what actions to be taken on property within the proposed district that would require a certificate of Approval.

K. The Historic District Council shall inform the public that each owner of real property in the proposed historic district had been sent ballots to vote on the proposed district and that

the ballots must be signed, witnessed and delivered to the Historic District Council within 21 days after the hearing.

L. At the first meeting of the Historic District Council held at least seven days after the owners' votes are due, the Historic District Council shall tabulate the votes. If a majority of the owners' votes cast disapprove the creation of the proposed historic district, the Historic District Council shall take no further action on the proposed historic district and the Historic District Council's files on the district shall be closed. If 50 percent or more of the owners' votes cast approve the creation of the proposed historic district, then the Historic District Council shall adopt an advisory recommendation which shall be accompanied by a report stating the findings of the Historic District Council concerning the relationship between the nominated historic district and the National Register criteria for designation. The Historic District Council shall forward the advisory recommendation and report to the Planning Advisory Board.

M. The Planning Advisory Board shall consider the nomination request, the findings of the Historic District Council, and the request's consistency with the comprehensive plan, and make a recommendation to the City Commission. The property owners within the proposed district shall be notified by United States mail at least thirty (30) days in advance of the Planning Advisory Board public hearing date and time. For the purpose of notice requirements to owners, the names and addresses of owners shall be deemed to be those on the current tax records in the Office of the Property Appraiser. All notices required by this Section shall state clearly the boundaries of a proposed historic district. The notice required by this Section, the cost of which shall be $2 for each notification, shall be paid by the applicant to the City.

N. When a majority of the owners' votes disapprove the creation of the proposed historic district, any City Commission member may request that an ordinance designating the proposed historic district be drafted, but approval of the designation of such historic district by the City Commission shall require a vote of two-thirds of the City Commission members unless 85 percent of the proposed historic district acreage is already part of an historic district listed on the National Register.

O. The City Commission shall give notice, follow the publication procedure and sign posting procedure, hold public hearings, and make its determination in the same manner as provided in Section 11.02.00; provided however, there shall be no requirement to notify by United States mail all owners of real property within 350 feet of the boundaries of the proposed historic district. The Commission shall consider the same criteria set forth in paragraph (I) of this section. Any ordinance designating an historic district shall set forth the historic district design guidelines that apply to the historic district, which would then become the Historic District Design Regulations for that historic district, and the actions that would require a Certificate of Approval.

P. The City Clerk shall notify each applicant and each owner of real property within the proposed historic district of the final decision relating to the proposed historic district within seven (7) days of the City Commission's action and shall cause the designation of an historic district to be recorded in the official records of Nassau County, Florida, at the expense of the applicant for the designation. The City Clerk shall also notify the Property Appraiser's office of the designation.

Q. Boundaries for designated historic districts identified in or by this chapter shall be clearly established through legal descriptions.

R. When an historic district designation is made, the Director of Planning or his designee shall enter the designation as an overlay on the Zoning Map and Future Land Use Map.

S. Whenever the City Commission has denied an application for the designation of an historic district no further application shall be filed for the same historic district designation for a period of one year from the date of such City Commission denial.

T. The designation of any historic district may be amended or rescinded through the same procedure utilized for the original designation, by the filing of an application for rescission or amendment of designation utilizing the procedure hereinabove set forth. Any Historic District Council recommendation to amend or rescind a prior designation shall be based upon new evidence and negative evaluation according to the criteria used for historic district designation in existence at the time of such application for rescission or amendment.

U. If an updated report shows that there are additional contributing structures outside of the original boundary of an existing district, then the city may consider the expansion of the boundaries of the district to incorporate those properties. A ratio of 50 percent contributing structures within the proposed district expansion is required for the creation of an expanded district.

V. The expansion of existing historic districts shall be done by ordinance adopted by the City Commission, in accordance with the same procedures required for the creation of new districts, except that the information required shall be applicable to the expansion area only, and not to the entire district.

8.03.03 Application Process for Certificate of Approval

A. A Certificate of Approval is required before a permit is issued for work on a historic landmark or site, any property in a historic district (either contributing or noncontributing), or any property in the CRA Overlay.

1. The City shall maintain an official inventory of resources. The inventory will include a structure's status as either contributing or non-contributing to the Historic District. This list shall be based upon the most recent historic structures survey completed by the City and amended, as appropriate, by the Historic District Council.
2. Properties that are partially within the Historic District Overlay shall only receive HDC approval for projects that fall within the portion of the property in the Historic District Overlay. If the proposed project crosses the History District boundary line, then HDC approval shall be required. Proposed projects on the property wholly outside of the boundary line shall not require HDC approval.
3. For improvements as listed within the Certificate of Approval Matrix ("Matrix") (Table 8.03.03(B)) under staff approval, the City Manager may issue a Certificate of Approval after a review of the application determines the improvement is in compliance with approved guidelines.
4. For improvements as listed within the Matrix (Table 8.03.03(B)) under HDC approval, the HDC may issue a Certificate of Approval after a review of the application and a public hearing determines the improvement is in compliance with approved guidelines.
5. The City reserves the right to refer specific items to the HDC for its review.
6. Decisions of the City Manager regarding Certificate of Approval applications may be appealed to the HDC and applicable fees shall apply.
7. Any applicant may request referral to the HDC rather than staff approval and applicable fees shall apply.

8. Any application referred by the City Manager or by an applicant will be considered in accordance with the application review schedule contained in this section.

B. Improvements to properties are subject to either staff or HDC approval as set forth in Table 8.03.03(B), the Certificate of Approval Matrix:

Table 8.03.03 (B). Certificate of Approval Matrix

	CONTRIBUTING		NON-CONTRIBUTING	
ACTION	**STAFF**	**HDC**	**STAFF**	**HDC**
ACCESSORY DWELLINGS		X		X
ADDITIONS				
1. Not visible from the street AND 20% or less of the existing building's square footage		X	X	
2. All other additions		X		X
AUTOMATED TELLER MACHINES (ATMs)		X		X
CANVAS AWNINGS	X		X	
CARPORTS (ADDITION OR ENCLOSURE)		X	X	
CHANGES TO BOARD-APPROVED PLANS		X		X
DECK, PATIOS, PERGOLAS				
1. With a structure		X	X	
2. Without a structure		X	X	
3. Not visible from right-of-way (with or without structure)	X		X	
DEMOLITIONS				
1. 10% or less of non-historic addition	X		X	
2. All other demolitions		X		X
DOORS + GARAGE DOORS				
1. Same materials, style, or size	X		X	
2. Change in materials or style	X		X	
3. Change in openings on main façade		X		X
4. Change in openings on a secondary façade		X	X	
DRIVEWAYS + SIDEWALKS	X		X	
DUMPSTER SCREENING FOR GARBAGE COLLECTION	X		X	
EXTERIOR MOUNTED MODERN DEVICES SUCH AS, TELEVISION, MONITORS, OR PROJECTION SCREENS		X		X
GARAGES (ATTACHED OR DETACHED)		X		X
EXTENSION OF CERTIFICATE OF APPROVAL	X		X	
EXTERIOR WALL FINISH				
1. Removal of non-historic vinyl/aluminum/asbestos siding (if original surface is salvageable or if replacement material matches structure's original exterior finish)	X		X	
2. All other finishes (including painting of originally unpainted surface)		X	X	
EXISTING DOCKS	X		X	

	CONTRIBUTING		NON-CONTRIBUTING	
ACTION	**STAFF**	**HDC**	**STAFF**	**HDC**
(WITH OR WITHOUT A STRUCTURE)				
FENCES + WALLS	X		X	
MECHANICAL SYSTEMS (WITH VISUAL IMPACT)	X		X	
PAINTING	X		X	
POOLS, POOL ENCLOSURES, IN-GROUND HOT TUBS		X		X
PORCHES				
1. Open an enclosed porch		X	X	
2. Enclose a porch on the main façade		X		X
3. Enclose a porch on a secondary façade		X	X	
PUBLIC (GOVERNMENT AGENCY) PROJECTS		X		X
RELOCATION		X		X
REPAIRS + MAINTENANCE (MATCH EXISTING)	X		X	
ROOF				
1. Same material and shape	X		X	
2. Change in material	X		X	
3. Change in shape and/or height		X		X
SCREEN DOORS				
1. Primary Entrance		X	X	
2. Secondary Entrance	X		X	
SIGNAGE	X		X	
SHEDS (up to 150 square feet)				
1. Custom-designed	X		X	
2. Pre-fabricated		X	X	
SHUTTERS (including temporary storm shutters/awnings)	X		X	
SKYLIGHTS		X	X	
SOLAR COLLECTORS		X		X
STORM WINDOWS AND DOORS	X		X	
VARIANCES		X		X
WIND GENERATORS		X		X
WINDOWS				
1. Same materials, style, or size	X		X	
2. Change in materials or style	X		X	
3. Change in openings on main façade		X		X
4. Change in openings on a secondary façade	X		X	
	STAFF		**BOARD**	
NEW CONSTRUCTION			X	
LANDSCAPING (NEW CONSTRUCTION ONLY)	X			
LIGHTING (NEW CONSTRUCTION ONLY)	X			
PARKING MATERIALS (NEW CONSTRUCTION ONLY)	X			

C. Prior to undertaking an improvement to any property in a historic district, or the CRA, an application shall be submitted to the City for a Certificate of Approval. A Certificate of Approval shall be obtained even when a building permit is not required for the proposed work, unless the work falls under conditions outlined in Section 8.03.03(L). The City Manager shall advise any applicant if the subject property or work will require a Certificate of Approval. If no Certificate of Approval is received prior to beginning of work, after-the-fact application fees shall be required. Fees are adopted annually through the Master Fee Schedule.

D. In addition to the application requirements set forth in Section 11.01.03, the applicant shall provide:
   1. Scale drawings of the proposed work;
   2. Photographs of the existing structure or site and adjacent properties; and
   3. Information about the building materials to be used;
   4. The HDC or City Manager may request additional information to be included with the application.

E. An application for a Certificate of Approval shall not be considered complete until all required data has been submitted. An applicant may bring a preliminary proposal for improvements to the City Manager or the HDC for comments. When an application involves new construction, the applicant may present conceptual plans for review and comment before the preparation of construction drawings. The HDC or City Manager's approval of a preliminary or conceptual plan is a courtesy and such approval is not binding.

F. Posted, mailed, and published notice shall be provided as set forth in Section 11.02.00.

G. A quasi-judicial hearing shall be conducted as set forth in Section 11.04.00.

H. Procedures for HDC action:
   1. If the application is for a Certificate of Approval for improvements requiring HDC review, the HDC shall take action within forty-five (45) days of the submission of a completed application, to approve, modify, or disapprove the application, in whole or in part. The HDC may extend action for a period of up to thirty (30) additional days. In the case of a demolition application, the HDC may suspend action on it for a period not to exceed 180 days.
   2. The decision of the HDC shall be in the form of a written order. Any documents, drawings, plans, or specifications submitted for review by the HDC shall be stamped and signed by the chair, and the same documents shall be submitted to the building department for building permit applications. In cases where the HDC has disapproved the plans, the City shall furnish the applicant with a copy of the HDC written order, including reasons for disapproval, together with a copy of any recommendations the HDC may have for changes necessary to be made before the plans will be reconsidered.
   3. Certificates of Approval shall be issued for a period of twelve (12) months, and are renewable for six (6) months without cause, and for an additional six (6) months, upon a showing of good cause by the applicant. The applicant shall submit a written request for extensions, with appropriate support documentation, if required.

I. All work performed pursuant to the issuance of a Certificate of Approval shall conform to the requirements of the certificate.
   1. It shall be the duty of the City to inspect any work performed pursuant to the certificate, in order to ensure its compliance.

2. If work is not performed in accordance with the Certificate of Approval, the City may issue a stop work order so that all work shall cease, or may take such other action as it deems appropriate. No person shall undertake any work on such project as long as such stop work order shall continue in effect.
3. All work not in compliance may be required to be removed, regardless of hardship to the owner.

J. Any change in the scope of work subsequent to the issuance of a Certificate of Approval shall require a new Certificate of Approval for the changes. Applications for approval of such changes shall be in compliance with all procedures as outlined in this section.

K. If an applicant wishes to move a historic landmark, building, monument, or structure from its site; move a building or structure from a historic district; move a building or structure to a historic site; or move a building or structure to property in a historic district, the HDC shall consider, in addition to the points contained in this section:
1. The contribution the building or structure makes to its present setting;
2. Whether there are definite plans for the use of the site once vacated;
3. Whether the building or structure can be moved without significant damage to its physical integrity; and
4. The compatibility of the building or structure to its proposed site and adjacent properties.

L. A Certificate of Approval is not required for work for which a building permit is not required and where the purpose and effect of such work is to correct deterioration, decay, or damage to a structure or any part of it, and where such work will restore the building to the same condition, as nearly as practicable, as its condition prior to the deterioration, decay or damage. Only repairs that will not change the exterior appearance or composition of the building materials shall be exempted.

8.03.03.01 Requirements for Demolition Applications

A. Application requirements. Application for a Certificate of Approval for any demolition of a primary building or structure (contributing or noncontributing) located within a locally designated historic district or the CRA shall be submitted by the property owner to the HDC. No building or structure in a locally designated historic district or the CRA shall be demolished without approval by the HDC, unless by a superseding order of a government agency or a court of competent jurisdiction.

B. Public hearings and notice requirements. Certificate of Approvals for demolition applications are to be heard in accordance with HDC hearing requirements for Certificate of Approval applications and noticed in accordance with City requirements for public hearings.

C. Review criteria for demolition applications. In evaluating applications for a Certificate of Approval for demolition, the HDC shall consider the following:
1. Whether the structure or site would meet national, state, or local criteria for designation;
2. Whether the structure or site is a contributing structure or site to a locally designated or National Register historic district;
3. Whether loss of the structure or site would deteriorate the quality or continuity of the historic district, or the surrounding neighborhood;
4. Whether the structure or site is of such design, craftsmanship, or material that it could be reproduced only with great difficulty and/or expense;

5. Whether the structure or site is one of the last remaining examples of its kind in the neighborhood, county or region, or is a distinctive example of an architectural or design style which contributes to the character of the district;
6. Whether removal of the structure or site would destroy the historic relationship between structures or open space;
7. Whether retention of the structure or site promotes the general welfare of the City by providing an opportunity for study of local history, architecture, and design, or by developing an understanding of the importance and value of a particular culture and heritage;
8. Whether the applicant has made good faith efforts to pursue alternatives to demolition;
9. Whether the applicant will be denied a reasonable return on his or her investment;
10. Whether there is economic hardship for the applicant as demonstrated by requirements in Section 8.03.06;
11. Whether the Code Enforcement and Appeals Board has recommended demolition of the structure.

D. Written evidence. The HDC may request the following written evidence be submitted as part of an application for a Certificate of Approval for demolition:
   1. A report from a certified property appraiser stating that such structure as it exists will not earn a reasonable economic return for the owner.
   2. A report from a certified property appraiser as to the estimated market value of the property both in its current condition and after completion of the proposed demolition or removal.
   3. A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of the structure and its suitability for rehabilitation and/or relocation.
   4. An estimate from an architect, developer, real estate consultant, or appraiser experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure in its current location or in any proposed new location.

E. Demolition delay period. The HDC may grant a Certificate of Approval for demolition as requested by a property owner which may provide for a delayed effective date. The effective date of the certificate will be determined by the HDC based on the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. The HDC may delay the demolition of contributing buildings within locally designated historic districts for up to six months, and for non-contributing buildings within locally designated historic districts for up to three months. During the delay period, the HDC may take such steps as it deems necessary to preserve the structure requested to be demolished and ensure that the structure is secured and stabilized. Such steps may include, but are not limited to, consultation with community groups, public agencies, and interested citizens; recommendations for acquisition of property by public or private bodies or agencies; and exploration of the possibility of moving the structure to a new location.

F. Waiting period for certain demolition permit
   1. Permits to demolish structures which are 50 years of age or older shall not be issued until the expiration of 90 days from the date of the permit application. The purpose of this restriction shall be to enable the Historic District Council to pursue alternatives to demolition and to assemble and document information pertaining to the appearance and history of the structure prior to its demolition. Upon the filing

with the city manager or designee of an application to demolish a structure which is 50 years of age or older, the city manager or designee shall immediately notify the historic preservation planner.

2. A demolition permit for a structure that is 50 years of age or older may not be issued prior to the expiration of 90 days from the date of the demolition permit application unless the city historic preservation planner finds no cause to refer the permit application to the Historic District Council based on the following standards: The structure:
    a. Is not, in the opinion of the historic preservation planner, a "landmark" structure in that it is not designated in an architectural "high style" or a recognized vernacular building pattern, and it does not have historic events or persons associated with it: or
    b. The structure has been substantially burned or damaged by an event not within the landowner's control with more than 50 percent of the structure affected.
    c. If the demolition request does not meet the above standards and the delay is imposed, the application will be referred by the historic preservation planner to the Historic District Council for consideration, and the applicant will be notified by mail of the delay and the date of the next regularly scheduled Historic District Council meeting not less than then days after referral, and the process for appeal due to economic hardship. The Historic District Council and its authorized designees shall be permitted access to the premises and to the subject structure during the 90-day period at reasonable times by appointment with the owner or proprietor for the purpose of photographing, measuring and documenting information concerning the structure or site.
    d. At the next regularly scheduled meeting not less than ten days after the referral is received, the Historic District Council may waive the demolition delay if the applicant can demonstrate economic hardship, as outlined in Section 8.03.06,, with consideration given to the economic impact of the delay on the applicant and the reasonableness of the applicant carrying out the decision of the board.
    e. After invoking a demolition delay, the historic preservation planner shall post the subject property with a sign notifying the public of the owner's intent to demolish the structure in order to allow interested parties to come forward and move the structure upon consent of the owner.

G. Special requests precedent to demolition. The HDC may, with the consent of the property owner and at the property owner's expense, request that the owner salvage and preserve building materials, architectural details and ornamentation, fixtures and the like for reuse in the restoration of other historic properties. At the HDC's discretion, and with the property owner's consent, the HDC, Amelia Island Museum of History, or other local historical organizations at their expense, may salvage and preserve building materials, architectural details and ornamentation, fixtures, and the like. The HDC may, with the consent of the property owner and at the property owner's expense, recommend recording the architectural details for archival purposes prior to demolition. This recording may include, but is not limited to, photographs, videotaping, historical background information, and scaled architectural drawings.

H. Denial of Certificate of Approval for demolition. The HDC's refusal to grant a Certificate of Approval for demolition requested by a property owner shall be supported by a written statement describing the public interest that the HDC seeks to preserve.

I. Requirement of development plans. No contributing building or structure on a property located within a locally designated historic district or the CRA shall be totally demolished without first receiving at the minimum conceptual approval by the HDC for new construction. The requirement of a certificate of Approval for new construction may be waived by the HDC upon a showing of good cause that such requirement would be unduly harsh or would result in a substantial hardship to the property owner. A showing of good cause may include, but is not limited to, evidence that the property owner is unable to comply with the requirement for new construction due to advanced age, infirmity, physical or other handicap, or economic hardship. In the event economic hardship is claimed, the applicant must demonstrate the requirements in Section 8.03.06. Property owners seeking demolition of an unsafe structure based upon recommendation of the Code Enforcement and Appeals Board or the Building Official are exempt from the requirement to first receive conceptual approval for the new construction. In the event an emergency repair or demolition is required, procedures for expedited approval are outlined in Section 8.03.08. Upon approval by the HDC of a Certificate of Approval for demolition, the demolition permit shall not be issued until all demolition and new construction plans for the property have received all other required governmental approvals.

J. Structures not in historic districts or the CRA. Upon receipt of a demolition permit application for properties not in the historic districts or the CRA, the Building Department shall notify the Department of Planning & Conservation. During the permit application review period, the Department of Planning & Conservation shall record the property through photographic documentation for archival purposes. The City may seek permission from the property owner to enter the building to take photographs prior to demolition.

8.03.04 Standards for Review of Certificate Applications

A. In addition to specific criteria referenced in Sections 8.03.03 and 8.03.06 regarding demolition, relocation, and economic hardship, the Historic District Council uses the following criteria for review of projects:

1. The Secretary of the Interior's Standards for Rehabilitation;
2. The applicable Design Guidelines: Historic Preservation Guidelines for the Downtown Historic District, the Old Town Preservation and Development Guidelines, and the Community Redevelopment Area Design Guidelines, all as amended from time to time; and
3. The City Comprehensive Plan; and
4. The City Land Development Code.

B. The City Manager, in considering any application for improvements subject to staff review, shall consider the same criteria in Section 8.03.04(A).

8.03.05 Standards for Archaeological Work; Discovery of Archaeological Sites *(reserved)*

8.03.06 Economic Hardship

A. A property owner may demonstrate economic hardship as to demolition, substitution of alternative building materials, or other cases for primary structures by providing the following information as applicable and as may be required by the HDC.

1. Owner currently receives fixed income benefits;
2. Owner currently receives assistance through income-indexed program which provides for physical improvements to the property;

3. An estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would potentially be incurred if the owner were to comply with the recommendations of the Board for the changes necessary to obtain a Certificate of Approval;
4. Any documentation related to good faith attempts to sell, rehabilitate or reuse the structure or structures within the last three (3) years;
5. Proof of payment of property taxes within the last three (3) years;
6. Owner has tax-exempt status as a (501)(c)(3) organization;
7. A report from a developer, real estate consultant, certified property appraiser or other real estate professional experienced in rehabilitation as to the economic feasibility or viability or rehabilitation or reuse of the existing structure or structures; and/or
8. A report from an engineer, architect or contractor with experience in rehabilitation as to the soundness of any structures on the property and their suitability or feasibility for rehabilitation or reuse.

B. Property owners are not required to prove economic hardship for accessory structures.

8.03.07 Demolition by Neglect

A. The following shall apply to maintenance and repair to structures in the locally designated historic districts, as well as any structure or property in the City that has been listed individually or deemed eligible for individual listing in the National Register:

1. The owner, lessee, or other person in physical control of the structure shall comply with all applicable codes, laws and regulations governing the maintenance and safety of property including but not limited to City Codes, as applicable. It is the intent of this section to preserve from deliberate or inadvertent neglect of the exterior features of a building designated as a contributing structure to a historic district, and the interior portions therefore when such maintenance is necessary to prevent deterioration and decay of the exterior. All such buildings shall be preserved against such decay and deterioration and shall be free from structural defects through prompt correction of any of the following defects:
    a. Facades which may fall and injure members of the public or property;
    b. Deteriorated or inadequate foundation, defective or deteriorated flooring or floor supports, deteriorated walls or other vertical structural supports;
    c. Members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split, or buckle due to defective material or deterioration;
    d. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors;
    e. Defective or insufficient weather protection for exterior wall covering, including lack of paint or weathering due to lack of paint or other protective covering.;
    f. Any fault or defect in the building which renders it not properly watertight or structurally unsafe; and
    g. Any fault or defect in the building rendering such structure an unsafe structure as defined under the provisions of Chapter 22, City Code of Ordinances.
2. Where the property is an archaeological site, the owner shall be required to maintain his property in such a manner so as not to adversely affect the archaeological integrity of the site.
3. It shall be the joint responsibility of the Building Department, Planning Department, and Code Enforcement staff to enforce the provisions of this section, and the divisions may

refer violations to the Code Enforcement and Appeals Board for enforcement proceedings pursuant to Chapter 2, City Code of Ordinances.

8.03.08 Emergency Actions

A. Emergency Repair Procedure
    1. When any property within the historic districts or CRA requires immediate repair to preserve its continued habitability and/or the health and safety of its occupants or others, emergency repairs may be performed in accordance with applicable construction codes immediately upon approval of the Building Official, who shall certify that a bona fide emergency of the type referenced herein exists, without first obtaining a Certificate of Approval from the Historic District Council.
    2. The procedures outlined in this section should be strictly limited to those circumstances which, in the opinion of the Building Official, meet the definition of an emergency as defined in Chapter 1 of the Land Development Code. No work in addition to the emergency repairs shall be performed until an appropriate request for approval has been received by the City Manager or his/her designee and the Historic District Council pursuant to the procedures set forth in this article.
    3. If the Building Official or Fire Marshal determines that a building or structure in a local historic district or the CRA poses an immediate threat to persons or property, such official may order or conduct emergency repairs necessary to make the building or structure safe without the requirement of a Certificate of Approval. Under such circumstances, the repairs performed shall be only such as are necessary to preserve the continued habitability of the building or structure and/or the health and safety of its occupants or others and to prevent further damage. Where feasible, these temporary measures should be reversible without damage to the building or structure. Once such temporary repairs have been completed, no further work may be done on the building or structure until a Certificate of Approval is obtained.
    4. Within 48 hours after the repairs are made, the Building Official making or ordering such authorized temporary repairs shall notify the Historic District Council Chair or staff. If any work intended to be permanent was performed, or is to be performed, the property owner must apply for a Certificate of Approval within 90 days after the emergency work is conducted in accordance with COA procedures, and the Historic District Council action shall supersede the emergency approval.

B. Emergency Demolition Procedures
    1. The Building Official shall immediately notify the Director of the Department of Planning & Conservation of cases where there are emergency conditions dangerous to life, health or property affecting a building or structure in a historic district or a building or structure that has been listed individually or deemed eligible for individual listing in the National Register, or a building over 45 years old. Notification to the Director of the Department of Planning & Conservation shall consist of a written report from a Building or Code Enforcement Inspector describing the dangerous conditions, and any other documentation that the Community Development Director shall require.
    2. The Director of the Department of Planning & Conservation shall consult with Historic District Council staff and the Historic District Council Chair or HDC designee upon receipt of the statement or as soon as is practicably possible. The Director, staff, and the HDC Chair or HDC designee shall determine whether any additional information or documentation is needed. If so, the documentation or information

shall be obtained by the Building Official. If not, or when requested information is received and approved by staff and the HDC Chair or designee, an emergency Certificate of Approval (COA) will be issued by staff and the HDC Chair without approval of the full HDC.

8.03.09 Appeals

A. Any person aggrieved by any decision of the HDC may present to a court of record a petition, duly verified, setting forth that the decision is illegal, in whole or in part, specifying the grounds of the illegality. The petition must be presented to the court within 30 days after the HDC will be final.

B An applicant may appeal a decision of the City Manager, or his/her designee, to the HDC. The applicant must submit the appeal in writing to the City Manager's Office and must state the reasons for the appeal.

8.03.10 Enforcement; Penalties; Injunctive Relief

A. Enforcement

1. The City shall promptly stop any work attempted to be done without or contrary to a Certificate of Approval issued under this chapter.
2. Any sign or exterior illumination of walls, exterior roofs, or appurtenances of buildings displayed contrary to the provisions of this LDC shall be removed.
3. If the owner of the structure or building fails to correct the defects as outlined in this section, after knowledge of the existence of such defects has been brought to his attention, the owner shall be found in violation of this LDC, and shall be subject to a fine.

B. Penalty; restoration of building to former appearance

1. A violation of this LDC shall be a separate offense for each day or portion thereof during which any such violation continues to occur and each offense shall be punishable by a fine.
2. Any person who demolishes, alters, or constructs a building or structure in violation of this chapter shall be required to restore the building or structure and its site to its appearance prior to the violation. This civil remedy shall be in addition to and not in lieu of any civil or criminal prosecution and penalty.

8.03.11 Tax Exemptions for Historic Properties

Tax exemptions on City ad valorem taxes for qualifying projects are explained in the City Code of Ordinances, Chapter 74, Article V.

8.03.12 Severability

The provisions of these sections are declared to be severable and if any section, sentence, clause or phrase of these sections shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses and phrases of these sections, but they shall remain in effect.



CHAPTER 9
BOARDS AND COMMISSIONS

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9.01.00 REQUIREMENTS FOR ALL BOARDS AND COMMISSIONS

9.01.01 Appointment, Term of Office, and General Membership Requirements

A. All members and alternate members are appointed by the City Commission.
B. All voting members and alternate members must reside within the City Limits.
C. Elected officials and employees of the City are not eligible to serve on City boards, commissions, or committees unless otherwise provided herein.
D. All members serve at the pleasure of the City Commission.
E. The term of office for all voting and alternate members is three (3) years, and vacancy occurs at the end of the three (3) year term.
F. When a term expiration occurs, the member or alternate member must reapply if they wish to serve another term.

9.01.02 Attendance

A member whose term has expired, may continue to serve until they are either re-appointed, or a new member is appointed.

A. Each appointed member and alternate member will attend all regular meeting and called meetings.

9.01.03 Officers and Committees

A. Each board, commission, or committee must have a chairperson, vice-chairperson, and a recording secretary.
B. The chairperson and vice-chairperson serve one (1) year terms. The chair and vice-chair will be elected by the board, commission, committee at its January Meeting. All board, commission, and committee voting members are eligible to serve in these positions.
C. A board, commission, or committee may create any subcommittees it deems necessary to carry out its purposes. The chairperson of the board, commission, or committee will appoint the membership of each subcommittee from the members of that board, commission, or committee.

9.01.04 Removal and Vacancies

A. When a board, commission, or committee seat becomes vacant before its term expires, an alternate member fills the vacancy.
B. When no alternate member is available to fill a vacancy, the City Commission may appoint a member to fill the vacancy for the duration of the unexpired term.
C. When the unexpired term is two (2) months or less, the City Commission may appoint a new member to fill the unexpired term and the following full term.
D. A member who moves outside the City or no longer meets eligibility requirements for membership is considered removed immediately.
E. Any member who has been absent for three (3) regular meetings in one calendar year is subject to removal.
F. Vacancy occurs upon death, resignation, removal, conviction of a felony, or expiration of term.
G. Term limits and reappointment.
    a. Term limits do not apply to appointed board, commission, or committee members.
    b. All terms are effective January 1 of a given calendar year and expire on December 31 of the calendar year ending the term.
    c. The City Clerk's office will provide notice of vacancies upon receipt of member resignation, notice of removal, or, in the case of an expiring term, by September 1 of the calendar year ending the term.

d. All interested persons, including members seeking reappointment, must complete an application and submit it to the City Clerk's office on or before November 15 of the calendar year ending the term. Applications will be considered at the first City Commission regular meeting in December.
e. Newly appointed or reappointed members begin their terms in January.

9.01.05 Public Meetings, Hearings, and Records

A. All meetings and hearings of boards or commissions shall be open to the public.
B. Each board or commission shall keep minutes of its proceedings, indicating the attendance of each member and the decision of each member on every question. The minutes shall be signed by the chairperson and filed with the City Clerk.
C. A record shall be made of all resolutions, transactions, findings, recommendations, and decisions, which record shall be a public record on file in the office of the City Clerk.

9.01.06 Quorum and Voting

A. For the purpose of transacting business at any meeting or hearing, a majority of the board or commission members shall constitute a quorum.
B. Approval of actions, other than variances, before the board or commission requires an affirmative vote of a majority of the members. Approval of a variance requires an affirmative vote of four (4) members of the HDC or the Board of Adjustment.
C. An alternate shall be seated in the following situations:
   1. When a regular member is absent;
   2. When a regular member abstains from a vote; or
   3. When a regular member is disqualified from a vote as provided for in Section 9.01.12.

9.01.07 By-laws

A. Each board or commission shall enact by-laws to govern its operation and procedures.
B. By-laws shall not conflict with the requirements of this LDC. In the event of any conflict between the provisions of this LDC and the by-laws, the provisions of this LDC shall control.
C. The following topics may be included in the by-laws:
   1. The designation of officers;
   2. The specific duties of officers;
   3. The creation of committees;
   4. Code of conduct;
   5. Voting procedures;
   6. Scheduling of meetings;
   7. Order of business; and
   8. Preparation of minutes.

9.01.08 Parliamentary Authority

All meetings shall be conducted in accordance with parliamentary procedure as set forth and explained in the latest revised edition of Robert's Rules of Order, which shall serve as the official rules of procedure.

9.01.09 Legal Representation

The City Commission may appoint legal counsel to represent a board or commission.

9.01.10 Compensation

Members shall serve without compensation, but may be reimbursed for actual expenses incurred in connection with their official duties.

9.01.11 Funding

The City Commission may appropriate funds at its discretion for expenses necessary in the conduct of the duties of appointed boards and commissions.

9.01.12 Conflict of Interest

A. A member shall abstain from voting on a particular issue, or may be disqualified by majority vote of the remaining members present, if any of the following circumstances apply:
   1. The member has a direct financial interest in the outcome of the matter at issue;
   2. The matter at issue involves the member's own official conduct;
   3. Participation in the matter violates the member's code of professional responsibility;
   4. The member has such close personal ties to a person involved with the issue that the member cannot reasonably be expected to exercise sound judgment in the public interest; or
   5. Other applicable law.

B. If a member owns a property within the area entitled to receive mailed notice of the hearing, that board member may voluntarily abstain from voting if the board member believes that the proximity of the project will interfere with his or her ability to be a decision maker in the case.

C. An abstaining or disqualified member of a board or commission shall not be counted for purposes of forming a quorum.

D. A member who takes a position on the issue based upon personal interest may do so only by abstaining from voting on the proposal, vacating the seat on the board or commission, physically joining the audience, and making full disclosure of his status and position at the time of addressing the board or commission.

E. A member who votes on a matter shall not address the City Commission on that matter.

9.01.13 General Powers

A board or commission may request information from any official, staff member, or department of the City, which is necessary in order to carry out specific roles and responsibilities.

9.02.00 PLANNING ADVISORY BOARD

9.02.01 Establishment

There is hereby created a Planning Advisory Board, with the roles and responsibilities as set forth herein.

9.02.02 Membership and Terms of Office

A. There will be seven (7) voting members.

B. Terms will be staggered such that no more than three (3) terms expire simultaneously.

C. All members are at large members and will be confirmed by majority vote of the City Commission.

D. When a member is appointed by the City Commission to fill a vacancy created by the departure of a voting member, the term will be the remaining unexpired term of the voting member.

E. Regular members may be removed without cause by majority vote of the City Commission.

F. The City Commission prefers to appoint members with experience in the fields of planning and zoning, engineering, architecture, real estate, law or historic preservation.

G. In addition to the above members, one (1) nonvoting member will be appointed from the Nassau County School Board. This member will be the person appointed by the School Board to attend those meetings at which the Planning Advisory Board considers rezoning of land or an amendment to the comprehensive plan that, if approved, will increase the residential density on property that is the subject of an application.

9.02.03 Roles and Responsibilities

The Planning Advisory Board shall have the roles and responsibilities described below.

A. To serve as the Local Planning Agency (LPA), pursuant to Chapter 163.3174, *F.S.* As the LPA, the Planning Advisory Board shall:
   1. Make recommendations to the City Commission regarding adoption of a comprehensive plan;
   2. Monitor and oversee the effectiveness and status of the comprehensive plan, including periodic evaluations as required by the *Florida Statutes;*
   3. Make recommendations to the City Commission regarding amendment of its adopted comprehensive plan; and
   4. Carry out such other duties as may be specified in Chapter 163, Part II, *F.S.*

B. To provide advice and recommendations to the City Commission regarding growth, land use, long-range planning, and redevelopment following disasters.

C. To hear, consider, and make recommendations to the City Commission regarding applications to:
   1. Amend the Zoning Map (also called "rezoning");
   2. Amend the text of the LDC;
   3. Create a subdivision (preliminary subdivision plats); and
   4. Amend the comprehensive plan.
   5. To hear and decide applications for a site plan for a Planned Unit Development.

D. In carrying out its duties, the Planning Advisory Board may:
   1. Establish such committees as may be necessary to gather facts, analyze findings, and make recommendations to the Planning Advisory Board as a whole;
   2. Acquire and maintain such information and materials as are necessary for an understanding of past trends, present conditions, and forces at work to cause changes in these conditions;
   3. Make or cause to be made any necessary special studies on the location, conditions, and adequacy of facilities in the City; and
   4. Periodically evaluate the comprehensive plan and LDC and propose amendments to the City Commission.

9.03.00 HISTORIC DISTRICT COUNCIL

9.03.01 Historic District Council created and established

A. Establishment

There is hereby established the Historic District Council (HDC). The HDC is intended to be the City's primary agency responsible for furthering historic preservation within the City.

B. Membership

1. There shall be five (5) regular members of the HDC.

2. There shall be two (2) alternate members of the HDC.

3. Where possible, members shall include, to the extent such individuals are available in the community and willing to serve, one (1) registered architect, and professionals from the disciplines of architecture, construction, design, history, architectural history, archaeology,

or other historic-related fields such as urban planning, American studies, cultural geography or cultural anthropology. Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines such as law, real estate, land development, or construction shall make up the remainder of the HDC membership. Current resumes of HDC members shall be kept by the City as a public record.

C. Authority to Seek Professional Expertise

1. With City Commission approval, the HDC may obtain the services of qualified persons to direct, advise, and assist it.

2. The HDC may request equipment, supplies, and other materials necessary for its effective operation.

3. When the HDC considers National Register nomination proposals and other actions which are normally evaluated by a professional in a specific discipline, and that discipline is not represented on the HDC, it may seek professional expertise in this area before rendering a decision. City Commission approval is required for any such professional contracts.

9.03.02 Historic District Council roles and responsibilities

The HDC shall have the duty and responsibility to:

A. Identify, study, and recommend sites, structures, buildings, improvements, artifacts, and areas for designation as historic landmarks, historic sites, or historic districts.

B. Maintain and update the historic properties survey as an inventory of historic landmarks, historic sites, and properties in historic districts. All inventories shall be compatible with the Florida Master Site File, which exemplifies the format used for statewide comprehensive historic preservation planning, and kept current and regularly provided to the state historic preservation officer for incorporation in the Florida Master Site File.

C. Review and approve or deny applications for a certificate of Approval for construction, alteration, demolition, or removal of historic landmarks, historic sites, archaeological sites, properties in historic districts, or properties in the CRA Overlay.

D. Review and make recommendations on National Register nominations within its jurisdiction.

E. Make recommendations to the City Commission concerning the assignment of development rights or facade easements, or the imposition of other restrictions.

F. Hear applications for variances within the Historic District Overlay or the CRA Overlay.

G. Increase public awareness of the value of historic, architectural, and cultural preservation by developing and participating in public preservation information programs, and by updating such programs and public information documents.

H. Make recommendations to the City Commission concerning the solicitation of grants from federal and State agencies, private groups, and individuals, and promote the preservation of historic or architecturally significant landmarks, sites, or properties in historic districts.

I. Promulgate standards for architectural review.

J. Evaluate and comment upon proposals pending before other public agencies affecting the physical development and land use patterns in or around historic landmarks, sites, or districts.

K. Make recommendations to the City Commission on the purchase of historic landmarks, historic sites, or properties in historic districts where private preservation is not feasible.

L. Perform any other functions which may be designated by resolution or motion by the City Commission.

9.03.03 Historic District Council policy and procedure statements

The HDC may formulate and publish such policy and procedure statements as it deems reasonably necessary and appropriate to:

A. Explain the format of information to be provided in the application for a Certificate of Approval.
B. Explain the criteria and basis for HDC evaluation and ruling upon applications for a Certificate of Approval.
C. Designate items to be subject to final staff approval without need for a hearing before the HDC.

9.03.04 Historic District Council staff roles and responsibilities

A. The City Manager shall provide professional staff in the City Planning Department to support the HDC in carrying out its responsibilities under this Chapter. Where possible, staff should have a background in historic preservation or a related field.
B. Staff shall not sit as officer or board member of local preservation-related organizations and shall act in an impartial manner in all matters involving the HDC.

9.03.05 Certified Local Government program

In order to comply with the Department of State, Division of Historic Resources, "certified local government" requirements, the HDC shall take the following actions:

A. A copy of all duplicate inventory materials will be provided to the SHPO. This will include any new or revised resumes of the HDC members or staff.
B. The SHPO shall be provided with thirty (30) days prior notice of all HDC meetings. In the event of a special meeting, reasonable notice shall be given.
C. Minutes of all HDC meetings shall be submitted to the SHPO. These minutes shall include a record of attendance of council members, the public, and any change in council membership.
D. The SHPO shall be notified immediately of all new historic designations or alterations to existing designations.
E. Proposed amendments to the LDC pertaining to the Historic District Overlay shall be sent to the SHPO for review and comment thirty (30) days prior to the scheduled adoption hearing.
F. Objections by property owners that are notarized and filed with the HDC shall be submitted to the SHPO in order to prevent involuntary nomination to the National Register.
G. The HDC shall submit an annual report to the SHPO on or before November 1 of each year covering the previous October 1 through September 30 period. The annual report shall include:
    1. Any changes or amendments to HDC rules of procedure;
    2. The number of proposals and applications reviewed by the HDC;
    3. New historic designations or alterations to existing designations;
    4. Changes to the HDC;
    5. New or revised resumes of HDC members or staff;
    6. Changes or requested changes to the Historic District Overlay regulations;
    7. Review of the survey and inventory activities with a description of the system used; and
    8. A program report on each grant-assisted activity.

9.04.00 BOARD OF ADJUSTMENT (BOA)

9.04.01 Establishment

There is hereby established a Board of Adjustment for the purpose of hearing and deciding on appeals of administrative decisions and hearing and deciding on applications for variances.

9.04.02 Membership

A. There shall be five (5) regular members of the BOA.
B. There shall be two (2) alternate members of the BOA.

9.04.03 Roles and Responsibilities

The BOA shall have the roles and responsibilities described in this section. The BOA shall conduct public hearings and render decisions in compliance with the requirements of this LDC on the following matters:

A. To hear and decide appeals where it is alleged there is error in any order, interpretation, requirement, decision, or determination made by an administrative official in the enforcement of this LDC (See Section 11.07.00 for procedures regarding appeals); and
B. To authorize a variance from a provision of the LDC, as set forth in Chapter 10.

9.05.00 TECHNICAL REVIEW COMMITTEE

9.05.01 Establishment

There is hereby created and established a Technical Review Committee (TRC) for the purpose of receiving, reviewing, and rendering decisions on applications subject to administrative review and decision as set forth in Chapter 11.

9.05.02 Membership

Membership of the TRC shall include, at a minimum, a representative from the following City departments:

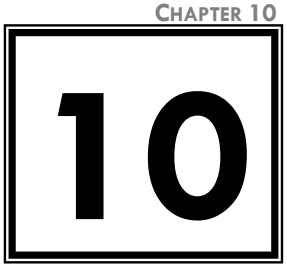
A. Planning and Zoning
B. Utility
C. Building
D. Facilities Maintenance
E. Fire Department

9.05.03 Roles and Responsibilities

A. The TRC shall review applications and provide compliance reports for site plans, rezoning, amendments to this LDC, preliminary subdivision plats, final subdivision plats, and amendments to previously issued local development orders.
B. The TRC shall perform such other duties as may be assigned by the City Commission or City Manager.

9.05.04 Rules of Procedure

A. The City Manager shall appoint the chair of the TRC.
B. The TRC shall establish and publish a schedule of deadline dates for applications and regular meetings. Meetings may be called by the TRC chairperson.
C. The TRC may establish such additional rules of procedure as needed to carry out its roles and responsibilities.



CHAPTER 10

VARIATIONS FROM CODE REQUIREMENTS

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10.00.00 GENERALLY

The purpose of this chapter is to provide mechanisms for obtaining relief from the provisions of this LDC where hardship would otherwise occur. There are several ways that potential relief from hardship is addressed: relief through requirements regarding nonconforming development; relief through the grant of a variance from the design standards of this LDC; relief through the grant of an administrative waiver in specific situations; and relief through recognition of vested rights regarding use and/or design.

10.01.00 NONCONFORMING SITUATIONS

10.01.01 Continuation of Nonconforming Uses and Structures

A. Subject to the provisions in Section 10.01.00, the lawful use of land or buildings existing on the date of enactment of this LDC shall be allowed to continue.
B. Nothing in this chapter shall be construed to prevent the ordinary and routine maintenance and repair of nonconforming structures.
C. Nothing in this section shall require any change in plans, construction, or designated use of a building or structure for which a building permit has been issued and the construction of which shall have been commenced within six (6) months of the date of that permit.
D. Dwelling units made available for resort rental housing uses in the R-1 and R-2 districts as of the effective date of Ordinance No. 2000-28 (October 3, 2000), shall be permitted to continue to be used as such, provided that the resort rental permit has not expired.
E. If a structure located within the city receives storm damage or other structural damage in excess of fifty (50%) of the appraised value of the structure, such structure may be replaced in compliance with current laws and ordinances, including those enacted since the construction of the subject structure. If the structure was non-conforming based on density or zoning, it may be re-constructed at no greater non-conformity than prior to when it was damaged. In no instance may any non-conformity be expanded.

10.01.02 Expansion or Modification of Nonconforming Uses or Structures

A. Nonconforming structures shall not be expanded except in compliance with this section.
B. An expansion in square footage shall be permitted where such expansion meets all requirements of this LDC.
C. Nonconforming Historic Structures. Repairs, alterations and additions necessary for the preservation, restoration, rehabilitation or continued use of a nonconforming historic structure may be permissible when authorized by the HDC in the form of a Certificate of Appropriateness, provided:
    1. The structure lies within the Historic District Overlay;
    2. Any unsafe conditions are corrected;
    3. The use(s) therein shall be in conformance with all applicable provisions of this chapter.
D. An expansion of a nonconforming structure is permissible that is otherwise required by law or ordered by the City Manager to secure the safety of the building.
E. A non-conforming structure which was lawfully erected on a lot of record may be reconstructed if it is substantially damaged or destroyed, provided that:
    1. The reconstruction does not result in an increase in the nonconformity of the lot area, yards, setbacks or density;

2. The number of dwelling units in such reconstructed structure does not exceed the number of units in existence at the time of damage or destruction;
3. The repair or reconstruction is substantially completed within twenty-four months of the date of such damage.

F. An expansion may be permitted where such expansion is solely to extend an existing use throughout the building in which the use occurs on the date of enactment of this LDC. Such expansion shall not be extended to occupy any land outside the building, including parking and other impervious surfaces.

G. Any non-conforming use shall be brought into full compliance with all provisions of this Code if any of the following activities occur:
1. When the non-conforming use has been discontinued for a period of 180 days;
2. If a non-conforming structure or portion of any structure containing a non-conforming use becomes physically unsafe or unlawful due to lack of repairs or maintenance and is declared by any duly authorized official of the city to be an unsafe building, it shall not thereafter be repaired or rebuilt except in conformity with this land development code.

10.01.03 Exceptions for Affordable Housing and Historic Homes

In accordance with, and in furtherance of the comprehensive plan, certain lots are exempt from the provision of Section 10.01.00 regarding nonconforming buildings.

A. Development may be permissible when a lot meets the following conditions:
1. The lot complies with the standards set forth in the LDC except that the lot width is less than the standard required for the zoning district in which the lot is located;
2. The lot is located west of Egans Creek; and
3. Evidence is provided that development will provide affordable housing for very-low, low, or moderate-income persons or families, as the same are defined in Section 420.602, *F.S.*

B. Development is permissible where development is necessary for the preservation of historically significant housing, in compliance with the provisions of the comprehensive plan.

10.02.00 VARIANCES

10.02.01 Generally

A. Within the Historic District Overlays and the CRA Overlay, the HDC may authorize a variance from the design and improvement standards of the LDC and may issue exceptions from the CRA design guidelines where the required findings of Section 10.02.00 are met.

B. The BOA may authorize a variance from the design and improvement standards of the LDC, except for areas within the Historic District Overlay, the CRA Overlay, or as limited by Section 10.02.01(D), where the requirements of Section 10.02.00 are met.

C. The City Commission may take action to authorize a variance request from LDC Section 4.02.02 for properties which are contained within the Comprehensive Plan defined "Job Opportunity Areas," but only for properties located on the west side of North or South Fletcher Avenues in the "Job Opportunity Areas." The City Commission shall hear such variance requests in accordance with provisions for variances as set forth in Chapter 10.

D. Limitations on the granting of a variance

1. A variance shall not be granted which authorizes a use that is not permissible in the zoning district in which the property subject to the variance is located.
2. A variance shall not be granted which authorizes any use or standard that is prohibited by the City's Comprehensive Plan.
3. No nonconforming use of adjacent lands, structures, or buildings in the same zoning district, and no permitted use of land, structures, or buildings in other zoning districts, shall be considered grounds for the authorization of a variance.
4. A variance shall not change the requirements for concurrency.
5. A variance shall not be granted to permit the use of a single media peonia for the construction of a dwelling unit.
6. A variance shall not be granted if the evidence submitted by an applicant is solely a demonstration of financial hardship or economic considerations.
7. A variance shall not be granted for procedure or process components of this Land Development Code.
8. A variance shall not be granted to deviate from LDC section 4.02.02 to combine two (2) or more lots which would result in a lot width greater than 100 feet for lots or parcels that abut Ocean Avenue, North Fletcher Avenue, or South Fletcher Avenue except as may be provided in LDC Section 10.02.01 (C) above.
9. A variance shall not be granted which authorizes the filling of wetlands prohibited by LDC Section 3.03.03 (A).
10. No variance will be granted to exceed the maximum building height of 35 feet for a building on any lot within 1,000 feet of the Coastal Construction Control Line (CCCL) under LDC Section 4.02.03(D), Table 4.02.03(E), specifically Note 1.
11. A variance shall not be granted for any residential or residential mixed-use structure to exceed the maximum building height requirements contained in Table 4.02.03(E).
12. A variance shall not be granted to reduce the minimum side yard setbacks for buildings within 1,000 feet of the Coastal Construction Control Line (CCCL).

10.02.02 Required Findings for a Grant of a Variance

A. In order for an application for a variance to be approved or approved with conditions, the BOA or the HDC shall find that all of the following criteria apply:

1. Special Conditions: Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district. Special conditions or circumstances do not result from actions of the applicant and are not based on a desire to reduce development costs.
2. Special Privilege: Granting the variance does not confer upon the applicant a special privilege that is denied by the Land Development Code to other lands, structures, or buildings in the same zoning district.
3. Literal Interpretation: Literal interpretation of the provisions of the Land Development Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district.
4. Minimum Variance: The variance requested is the minimum variance needed that will make possible the reasonable use of the land, structure, or building.
5. General Harmony: Granting the variance will be in harmony with the general intent and purpose of the Land Development Code and Comprehensive Plan.
6. Public Interest: Granting the variance is compatible with surrounding properties, will not cause injury to the area involved, or otherwise be detrimental to the public health, safety, welfare or environment.

B. The applicant for a variance has the burden of proof of demonstrating that the application for a variance complies with each of the requirements of Section 10.02.02(A).

10.02.03 Additional Criteria for Findings for a Grant of a Variance in the Historic Districts or Community Redevelopment Area

In acting on variance requests in the Historic District Overlays or the Community Redevelopment Area Overlay, the Historic District Council may be guided by the following in addition to the criteria in Section 10.02.02(A):

A. That a variance is necessary to maintain the historic character of property through demonstrating that:
   1. A variance would not be contrary to the public interest, safety, or welfare.
   2. Special conditions and circumstances exist, because of the historic setting, location, nature, or character of the land, structure, appurtenance, sign, or building involved, which are not applicable to other lands, structures, appurtenances, signs, or buildings in the same zoning district, which have not been designated as historic sites or a historic district nor listed on the Local Register of Historic Places.
   3. Literal interpretation of the provisions of existing ordinances would alter the historic character of the historic district, or historic site to such an extent that it would not be feasible to preserve the historic character, of the historic district or historic site.
   4. The variance requested is the minimum necessary to preserve the historic character of a historic site or of a historic district.
   5. In the case of the alteration of an existing building, the proposed design would incorporate materials, details, or other elements not permitted by the Land Development Code but which can be documented by photographs, architectural or archaeological research or other suitable evidence to have been used on other buildings of a similar vintage and style in the Historic District in which the building is located, provided that the project will not destroy significant architectural features on the building.
   6. In the case of new construction, the proposed design incorporates materials, details, setbacks, massing or other elements that are not permitted by the Land Development Code but which would enhance the quality of the design for the new building or structure, provided that said new building or structure otherwise complies with the criteria for new construction in the Historic District in which the building or structure is proposed to be located and provided further that it would also have a beneficial effect on the historic character of the visually related area.

B. Or, as an alternative to subsection (A), that a variance is necessary to accommodate an appropriate adaptive reuse of a structure within a Historic District or upon a Historic Site through demonstrating that:
   1. A variance would not be contrary to the public interest, safety, or welfare.
   2. The variance would not significantly diminish the historic character of the Historic District or Site.
   3. That the variance requested is the minimum necessary to affect the adaptive reuse of an existing structure or site.
   4. The proposed design would incorporate materials, details, or other elements not permitted by the Land Development Code but which can be documented by photographs, architectural or archaeological research or other suitable evidence to have been used on other buildings of a similar vintage and style in the Historic

District in which the building is located, provided that the project will not destroy significant architectural features on the building.

10.02.04 Procedures for Variances

A. Applications
   1. An application for a variance shall include the information required for all applications, as set forth in Section 11.01.03 and City established policies, as amended from time to time.
   2. An application for a variance shall include a statement explaining how the variance request conforms to all requirements listed in Section 10.02.02 (A).
   3. An application for a variance for development subject to site plan review and approval shall be decided by the BOA or HDC prior to completion of the site plan review process.

B. Review of applications
   1. An application for a variance shall be reviewed by the City Manager for compliance with the requirements set forth in Section 10.02.02(A). The City Manager shall prepare a compliance report to the BOA or HDC.
   2. A public hearing shall be scheduled before the BOA or the HDC.
   3. Notice shall be provided pursuant to the requirements of Section 11.02.00.
   4. The BOA or HDC shall conduct the public hearing in accordance with the procedures set forth in Section 11.04.00.
   5. The BOA or HDC shall approve, deny, or approve with conditions the application for variance, based upon findings regarding conditions set forth in Section 10.02.02(A).
   6. The City Manager shall issue a written order to the applicant when final action is taken by the BOA or HDC.

C. Expiration of variance approval
   Any variance authorized by the BOA or HDC, for which action has not commenced within one (1) year from the date on which the decision of the BOA or HDC is reduced to a written order, or if appealed, the date on which the order becomes final, shall be deemed abandoned and be void and of no further force and effect. See LDC Section 11.00.04(D) for extension allowances.

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

10.03.00 ADMINISTRATIVE WAIVERS

10.03.01 Authority and Limitations

The City Manager is authorized to reduce specific site design and development standards of this LDC where the intent of the LDC can be achieved and equal performance obtained by granting a waiver. The authority to grant a waiver mustl be limited to the following:

A. A reduction in the parking requirement, provided the following standards are met:
   1. The reduction is necessary in order to implement tree protection standards of this LDC;

2. The reduction is limited to either one (1) space or two (2) percent of the parking requirement, whichever is more; and
3. The reduction does not limit the availability or location of required handicapped parking.

B. A reduction in a dimensional standard, other than a setback as set forth in Section (A) above, provided that all of the following conditions are met:
   1. A property owner inadvertently fails to comply with the dimensional requirements and such failure is identified after the start of construction;
   2. The difference between the required dimensional standard set forth in this LDC and the actual measurement is not more than three (3) inches; and
   3. Failure to comply with the required dimensional standard must not result in an adverse health, safety, or welfare impact.

C. A reduction in the minimum front, side, or rear yard setbacks for a single residential lot for the exclusive purpose of protecting mature, healthy shade trees on a property provided the following standards are met:
   1. The reduction is necessary to protect a healthy native shade tree measuring at least 25 inches DBH; and
   2. The reduction does not result a structure placed less than five (5) feet from the front, side, or rear property lines; and
   3. The protected tree will not require pruning cuts any greater than 20% as recommended by ISA best management practices during construction or within 2 years following construction activities; and
   4. Where the applicant has provided a certified arborist statement attesting to the health of the tree and its worthiness for deviation from typical setback standards, a detailed protection schematic to secure and inspect the tree during construction activities, consideration of designation as heritage tree to extend protection requirements, and recommendations for post development inspections and treatments; and
   5. A recorded agreement between the property owner and the City which binds future owners to tree replacement requirements should the preserved tree fail in the future.

10.03.02 Procedure

A. An application for an administrative waiver shall meet the requirements set forth in Section 11.01.03 and City established policies, as amended from time to time.
B. An application for an administrative waiver shall include a statement explaining how the request conforms to all requirements listed in Section 10.03.02(A), (B), or (C).
C. The City Manager shall evaluate the application for administrative waiver for compliance with the requirements set forth in Section 10.03.02(A), (B), or (C), and shall issue a notice of intent to approve or deny the application. The notice shall meet the requirements of Section 11.02.00.
D. When an application is approved, the City Manager shall issue a written order following the notice period. When the application is denied, the City Manager shall notify the applicant in writing.

10.03.03 Annual Report Required

An annual report shall be prepared to summarize the number and type of administrative waivers granted in the previous year. Such reports shall be prepared in January of each year for the previous calendar year. Annual reports shall be presented to the Planning Commission for review and comment. Annual reports, together with recommendations from the Planning Commission, if any, shall be forwarded to the City Commission.



CHAPTER 11

ADMINISTRATIVE AND DECISION-MAKING PROCEDURES

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11.00.00 GENERALLY

11.00.01 Purpose and Intent

This chapter sets forth the procedures for receiving, reviewing, and rendering decisions on applications for development approval, including local development orders, development permits, amendments to this LDC, and amendments to local development orders. Procedures for appealing decisions and seeking variation from the standards of this LDC are set forth in Chapter 10. It is the City's intent that the procedures set forth in Chapter 11 shall be followed in order to seek approval for any development. As used in this section "site plan" means any site plan, whether or not such site plan is for development subject to supplemental standards or a PUD.

11.00.02 Local Development Orders and Development Permits Required

A. A local development order shall be issued to indicate approval of any site plan, subdivision plat, variance, and rezoning.
B. A local development order shall be required prior to the issuance of any development permit to authorize construction, reconstruction, site improvements, installation of improvements, establishment of a temporary or accessory use or structure, or other modifications to the land or water on a site, except that a local development order shall not be required prior to issuance of a permit for installation or construction of a telecommunications tower.
C. A development permit shall be required as set forth in Section 11.03.07.
D. Any person who commences any work on land, or a building, structure, or sign, or an electrical, gas, mechanical, or plumbing system before obtaining the necessary permits, shall be subject to a penalty as described in Section 11.08.00.
E. An amended local development order shall not be required when:
    1. There is no increase in the amount of impervious surface within the development;
    2. The number of dwelling units does not change by five (5) percent or more;
    3. There is no change in the floor area ratio;
    4. There is no modification in the original design concept, such as a change in housing types, building scale, or compatibility factors;
    5. There is no change in the land use categories on the approved site plan;
    6. There is no increase in traffic volume, flow, or points of ingress or egress;
    7. There is no reduction of required setbacks;
    8. There is no reduction in the number of parking spaces;
    9. There is no change in parking lot design; or
    10. There is no reduction in landscaping or buffering.

11.00.03 Exemptions

Exemptions from the provisions of this LDC are identified in Section 1.03.02.

11.00.04 Expiration of Local Development Orders and Development Permits

A. A local development order shall expire twelve (12) months after the date of issuance unless a longer period is specifically provided.
B. A development permit shall expire six (6) months after the date of issuance, unless work has commenced and is continuing in good faith, pursuant to all provisions of the permit.
C. Prior to expiration of a local development order or a development permit, the local development order or development permit may be extended for a period not to exceed six (6) months, subject to the following:
    1. A written request for an extension shall be submitted to the City.

2. Applicable fees for extension shall be paid.
3. No more than two (2) such six (6) month extensions shall be issued.

D. Local Development Orders for which subsequent approvals are required (for example, FDEP approval for coastal construction, TRC site plan approval, or HDC design approval) shall be considered valid beyond the twelve (12) month expiration, provided the applicant can demonstrate proof of due diligence to obtain such approvals during the initial approval period. The applicant must provide a request in writing and any extension, if issued, shall be granted in six (6) month increments.

11.00.05 Local Development Orders for a Change of Use

A. A change of use occurs when an existing use, as listed in Table 2.03.02 is replaced by a different use, as listed in Table 2.03.02. A proposed change of use shall be subject to the pre-application conference as set forth in Section 11.01.02.

B. A change of use shall not require a local development order when all of the following conditions are met:
   1. The existing use conforms to the comprehensive plan and this LDC;
   2. The proposed use conforms to the comprehensive plan and this LDC;
   3. The proposed increase does not increase density;
   4. Any proposed modifications to an existing building are only to the facade or interior of the building;
   5. The proposed use does not require a greater number of parking spaces than the existing use;
   6. The proposed use does not require a greater number of parking spaces than are currently available on the site;
   7. The proposed use does not increase the amount of impervious surface, whether due to expansion of an existing building, proposed construction of additional buildings, or addition to paved areas for any purpose; and
   8. All applicable development permits are obtained.

C. The determination that a proposed use or development constitutes a change of use is an administrative decision subject to appeal as set forth in Section 11.07.00.

D. When a local development order is required due to a proposed change of use, all standards and procedures of the comprehensive plan and this LDC shall apply to the proposed new use.

11.00.06 Effect of This LDC on Lots Combined for Development Purposes

(Reserved)

11.00.07 Fees Required

A fee shall be required for all applications for final local development orders and development permits. Fees are set forth in the schedule of fees. No action shall be taken on an application until all applicable fees are paid.

11.00.08 Fees for Independent Review of Applications

The City is authorized to enter into a contract with persons who have expertise necessary for the review of an application or a specific technical aspect of an application. The costs of such review shall be paid by the applicant, according to the schedule of fees.

11.00.09 Certificate of Occupancy

A certificate of occupancy is the only demonstration that the use and occupancy of land or buildings conform to the requirements of this LDC. A certificate of occupancy shall be received by the property owner prior to the use or occupancy of land or buildings. When

a change of use occurs, as set forth in Section 11.00.05, a new certificate of occupancy shall be required. This section shall not be construed to apply to the transfer of ownership or the change of occupants, except as provided in Section 11.00.05.

11.00.10 Overall Revisions to the Land Development Code

Overall revisions to the Land Development Code shall be conducted as follows:

Stage 1: The City Commission and the consultant, staff, or Planning Advisory Board develops the proposed revisions to the Land Development Code.

Stage 2: After completion of stage 1, the proposed revisions are referred to the Planning Advisory Board for discussion and public hearings.

Stage 3: The Planning Advisory Board sends the revisions and their recommendations back to the City Commission for review, public hearings, and final adoption.

This process shall apply to overall revisions to the Land Development Code only.

11.01.00 APPLICATION REQUIREMENTS

11.01.01 Applications for Local Development Orders

A. Table 11.01.01 contains a list of the types of applications for local development and the entity responsible for reviewing and rendering decisions on each type of application.

Table 11.01.01 Types of Applications and Responsible Entities for Final Review and Decision-Making

Type of Application	Entity Responsible for Final Review and Decision-Making				
	City Manager	Planning Advisory Board	Board of Adjustment	City Commission	HDC
Change of use determination	X				
Minor Subdivision	X				
Minor amendments to local development orders	X				
Administrative waivers	X				
Site plans for all development	X				

Type of Application	Entity Responsible for Final Review and Decision-Making				
	City Manager	Planning Advisory Board	Board of Adjustment	City Commission	HDC
Variance			X		X
Appeal of administrative decisions			X		
Permits for telecommunication towers		X			
Tree removal permits	X			X	
Certificate of appropriateness	X				X
Preliminary and final subdivision plats				X	
Rezoning				X	
Amendment to the LDC				X	
Major amendments to local development orders (Consideration of major amendments to local development orders follows the same procedure as for the initial application.)	X		X	X	X

B. Applications shall not be accepted for a period of twelve (12) months following denial of an application, when the new application is for the same property and submitted by the same applicant as the denied application.

11.01.02 Pre-Application Conference

A. A pre-application conference is a meeting between an applicant and the City Manager for the purposes of:
   1. Exchanging information on the potential development of a site;
   2. Providing information on permissible uses of the site proposed for development;
   3. Providing information to an applicant regarding the design standards set forth in this LDC that are applicable to a potential application;
   4. Providing information to an applicant regarding standards of regional, state, or federal agencies that may be applicable to a potential application;
   5. Determining the need and requirements for supporting plans, documents, and studies;
   6. Providing information to an applicant regarding infrastructure requirements and the construction of required improvements; and
   7. Providing information to an applicant regarding the appropriate procedures and schedules for receiving and reviewing applications and rendering decisions regarding a potential application.

B. It is the City's intent that all requirements be identified during the pre-application conference. However, no person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal, made by a

participant at the pre-application conference, as a representation or implication that the proposal will be ultimately approved or rejected in any form.

C. Prior to the submission of an application for a local development order, an applicant shall submit a written request for a pre-application conference.
D. A pre-application conference shall be held not more than two (2) weeks following the date of submission of the written request for such conference.
E. A pre-application conference shall be held not more than six (6) months prior to submission of an application.
F. The pre-application conference shall include representatives of City departments responsible for reviewing applications and independent reviewers hired by the City, and may include representatives of regional, State, or federal agencies with authority over specific aspects of the proposed development.

11.01.03 Requirements for All Board Applications

A. Each application is due no later than 30 days prior to the scheduled public hearing dated for which the application will be considered and at a minimum include the following information:
   1. At least one (1) pre-application meeting with Planning Department Staff prior to submittal of an application.
   2. A completed application form available from the City.
   3. The name, address, telephone number, facsimile number, email address, and signature of the property owner.
   4. When the applicant is a representative of the property owner or purchaser under contract, a notarized statement authorizing the representative to act as an agent of the property owner with regard to the application and associated procedures.
   5. A property survey containing the legal description, land area, and existing improvements on the site. The survey shall be signed by a surveyor licensed in the State and shall have been performed not more than two (2) years prior to the date of application. The City is exempt from having to provide a property survey when the City files an application.
   6. Payment of applicable fees.
B. An application regarding development within or affecting environmentally sensitive lands (see Chapter 3) shall include proof of receipt of applicable permits or exemptions from regional, State, or federal agencies with permitting authority for wetlands.
C. All site plans and drawings for an application shall be prepared at the same scale. The sheet size shall not be less than eleven inches by seventeen inches (11 x 17) and shall not be more than by thirty-six inches by forty-eight inches (36 x 48). An electronic version may be required.
D. The number of copies of the application materials shall be as specified by the City Manager.
E. Any development application for development proposed within the Airport Overlay Zone established for the Fernandina Beach Municipal Airport shall provide confirmation of notification to the FAA as required by Title 14, Code of Federal Regulations, Part 77 Subpart C. Comments by the FAA shall be included as part of the submittal.

11.01.04 Requirements for All Site Plans

A. In addition to the information required in Section 11.01.03, all applications for site plan approval shall contain the following information:

1. The names, address, telephone number, facsimile number, and email address of the person preparing the plan.
2. The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.
3. The legal description of the property, consistent with the required survey.
4. A vicinity map showing the location of the property.
5. The location of streams, bodies of water, natural features, roads, rights-of-way, street intersections, and paved areas within the boundaries of the property.
6. The location of streams, bodies of water, dunes and dune systems, and other natural features within 250 feet of the boundaries of the property.
7. The location of the mean high water line, if such line is within the boundaries of the property.
8. A topographic survey, soils report, grading plan, and an erosion control plan.
9. A general floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification.
10. A statement indicating the distances to schools and public safety facilities intended to serve the proposed development.
11. The name, plat book, and page number of any recorded subdivision comprising all or part of the site.
12. The location and use of any existing and proposed principal or accessory buildings and structures, showing proposed setbacks, building heights, and other dimensional requirements of the zoning district in which the property is located.
13. Elevations of all proposed structures.
14. The access points, driveway design, on-site parking, including required parking lot landscaping, internal circulation, sidewalks, and bicycle facilities.
15. The location of existing and proposed utilities, utility services, and easements.
16. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering. (See Section 4.05.00.)
17. A soil erosion and sediment control plan compliant with Section 3.01.04.
18. For a PUD site plan, a detailed, written list and explanation of how the proposed PUD differs from any provision of this LDC applicable to the underlying zoning district.
19. For site plans and PUD site plans where development is proposed in phases, the plans shall include phase lines and the following supporting information:
    a. Timeline for the development; and
    b. Benchmarks for monitoring the progress of construction of each phase regarding land clearing, soil stabilization and erosion control, installation of infrastructure, and installation of landscaping.
20. A summary block containing:
    a. Land use category from the Future Land Use Map in the comprehensive plan;
    b. Zoning district;
    c. Total acreage;
    d. Total square footage for non-residential uses;
    e. Total density and number of units, proposed and permissible, for residential uses;
    f. Impervious surface ratio calculation, proposed and permissible;
    g. Floor area ratio calculation, proposed and permissible;
    h. Total number of parking spaces, required and provided; and
    i. Number of trees required to be protected, number of trees remaining on the site, and number of trees to be planted.

B. Additional plans, documents, or reports that are necessary to support the application shall be submitted. Such plans, documents, or reports may include, but are not limited to, concurrency analysis, traffic analysis reports, parking studies, stormwater management plans, or environmental impact studies.
C. Concurrency analysis reports shall contain the information set forth in Section 7.04.00. Requirements for traffic analysis reports are set forth in Section 11.01.06. Requirements for parking studies are set forth in Section 7.01.04. Requirements for stormwater management plans are set forth in Section 7.03.00. Requirements for environmental impact studies are set forth by regional, State, and federal agencies with jurisdiction and in Chapter 3 of this LDC.

11.01.05 Requirements for Subdivision Plats (Preliminary and Final)

A. A preliminary subdivision plat shall be required when new streets, water lines, and sewer lines are required; when three or more residential lots are created; and where one nonresidential lot is created or proposed for development. Where new streets, water lines, and sewer lines are not required, the preliminary and final plat may be combined into a single submittal. A preliminary plat provides for a complete review of technical data and preliminary engineering drawings prior to completion of the final plat for recording.
B. In addition to the information required in Section 11.01.03, all applications for preliminary subdivision plat approval shall contain the following information:
   1. The name, address, telephone number, facsimile number, and email address of the person preparing the plat.
   2. The date of preparation and date(s) of any modifications, a north arrow, and a written and graphic scale.
   3. The proposed name of the subdivision.
   4. Development specifications for the tract: area, proposed number and layout of lots and blocks, location, names, and widths of proposed roadways, consistent with this LDC and the Future Transportation Circulation Map of the Comprehensive Plan.
   5. All contiguous properties shall be identified by subdivision title, plat book and page, or, if un-platted, the land shall be so designated, and otherwise identified.
   6. Location of land to be dedicated or reserved for public use for rights-of-way, streets, sidewalks, bike trails, pedestrian trails, easements, schools, parks, open spaces, or other public uses. Proposed street names shall be included.
   7. Locations of utilities, utility service, connections to existing utility facilities, and easements necessary to provide access to the utility facilities for maintenance or other activity.
   8. Location of the nearest available public water supply and wastewater disposal system.
   9. A topographic survey, soils report, grading plan, and an erosion control plan.
   10. Existing surface water bodies, wetlands, streams, and canals, including the location of the mean high water line for each feature.
   11. A preliminary surface drainage plan showing direction of flow and methods of stormwater retention.
   12. A floodplain map indicating areas subject to inundation and high groundwater levels up to a 100-year flood classification, and establishing a base flood elevation for all proposed lots within the subdivision.
   13. A tree survey showing protected trees, proposed replacement trees, if required, and landscaping and buffering.

C. An improvements plan shall be submitted with a preliminary plat application. The improvements plan shall include the following information:
   1. A stormwater management plan showing the complete drainage system in compliance with the requirements set forth in Section 7.03.00.
   2. Soils map, soil infiltration test locations, results of test borings, and subsurface conditions, providing at least one (1) test per drainage retention or detention area.
   3. Paving and drainage plans and profiles showing existing and proposed elevations and grades of all paved and open areas, including the size, location, and type of facilities.
   4. Water distribution and wastewater collection plans and proposed profiles.
   5. Proposed locations for electric, telephone, cable lines, and any supporting facilities.
   6. Typical roadway and drainage sections and a summary of quantities to include a driveway apron and culvert schedule with typical sections.
   7. Profile sheet showing special situations such as intersections or waterways.
   8. Plans showing existing and proposed improvements to waterways, lakes, streams, channels, ditches, bridges, culverts, seawalls, bulkheads, and retaining walls.
   9. A street lighting plan, showing approval of the appropriate utility authority.
   10. Landscaping plan, demonstrating compliance with Section 4.05.00.
   11. Construction details for all proposed improvements described on the improvements plan, demonstrating compliance with the requirements set forth in the Public Works Manual.
   12. Written specifications demonstrating compliance with all applicable design standards for site improvements.

D. Additional plans, documents, or reports that are necessary to support the application shall be submitted. Such plans, documents, or reports, identified during the pre-application conference, may include, but are not limited to, concurrency analysis, traffic analysis reports, parking studies, or environmental impact studies. Concurrency analysis reports shall contain the information set forth in Section 7.04.00. Requirements for traffic analysis reports are set forth in Section 11.01.06. Requirements for parking studies are set forth in Section 7.01.04. Requirements for environmental impact studies are set forth by regional, State, and federal agencies with jurisdiction and in Chapter 3 of this LDC.

E. The final plat shall meet the following requirements:
   1. The final plat shall conform to the approved preliminary plat in all respects, except that minor variations in dimensions and alignment resulting from more precise final computations may be accepted.
   2. The final plat shall be drawn at the same scale, using the same sheet size, as for the associated preliminary plat and improvements plan.
   3. The subdivision shall be given a name by which it shall be legally known. The name shall not be the same as any other recorded subdivision name, except where the subdivision is an additional unit or section of an existing subdivision.
      a. Lots and blocks shall be numbered or lettered consecutively.
      b. Excluded parcels shall be clearly indicated and labeled.
   4. Acknowledgements, dedications, notifications, notes, and declarations shall be on the first sheet, and extended to following sheets if necessary.
   5. All areas reserved for use by residents of the subdivision shall be so indicated. All areas reserved for public use, such as parks, rights-of-way, easements, drainage areas, and other public areas, shall be dedicated by the owner of the land at the

time the final plat is recorded. All streets shall be named. Dimensions, purpose, and reservation of easements shall be indicated.

6. The mortgagee's consent and approval of dedications shall be required on all plats where mortgages encumber the land to be platted. The signature(s) of the mortgagee(s) shall be witnessed.
7. Restrictive covenants pertaining to use of improvements, land, and water shall be submitted with the final plat for recording.
8. The final plat shall be prepared by a professional surveyor, licensed in the State, who shall certify on the plat that the plat is a true and correct representation of the lands surveyed, and that the survey data complies with all requirements of Chapter 177, *F.S.,* this LDC, and that permanent reference monuments have been set in compliance with the *Florida Statutes*. The certification shall bear the signature, registration number, and official seal of the surveyor.
9. Signature blocks shall be provided for all appropriate officials, together with the name and title of the officials.
10. A certificate of ownership shall be dated not more than sixty (60) days prior to the recording date of the final plat. The certificate shall be an attorney's opinion of title or a title company certificate.
11. The final plat shall include a legal description of the lands subdivided.
12. When two (2) or more sheets are necessary to accurately portray subdivided lands, an index sheet shall be provided showing the entire subdivision as well as the sheet layout. Sheets shall be numbered.
13. Upon approval by the City Commission, a print on cloth and a photographic copy on mylar shall be provided to the City Clerk for signature. The applicant shall record the final plat with the clerk of the circuit court and provide a copy of the recorded final plat to the City Clerk.

F. Specific requirements for minor subdivisions

1. A minor subdivision is an alteration of a common property boundary between two (2) platted lots (also called a lot line adjustment); the division of a parcel into two (2) lots; or the combining of two (2) or more lots into one (1) lot.
2. A lot line adjustment may increase or decrease the lot areas, but shall not result in a lot that does not comply with the density, dimension, or other design requirements of this LDC.
3. A lot line adjustment shall not create a nonconforming situation with regard to a lot or any structures located on a lot.
4. Lot combinations and creation of two (2) lot subdivision shall comply with density, dimension, and other design requirements of this LDC.
5. A minor subdivision is exempt from the platting requirements set forth for preliminary and final plats in this section.
6. An application for a minor subdivision shall include the following information in addition to the information required in Section 11.01.03:
   a. Existing and proposed legal descriptions, including existing easements and rights-of-way;
   b. Proposed points of ingress and egress to each lot;
   c. Existing and proposed dimensions of the lots; and
   d. Applicable zoning district and site design requirements pursuant to this LDC.

11.01.06 Requirements for Traffic Analysis Reports

A. Traffic analysis reports shall be prepared by a licensed traffic engineer.
B. As part of the pre-application conference, the City and the applicant shall determine the area of impact, including streets, street segments, and intersections, for the traffic analysis, based on accepted traffic planning principles and practices.
C. The analysis shall consider both on-site and off-site traffic impacts, including:
    1. The existing average daily traffic on adjacent streets and streets impacted by the proposed development. Where traffic counts conducted within the previous six (6) months are not available, the applicant shall conduct traffic counts.
    2. The total trips generated by the project and the distribution of the trips onto adjacent streets. Institute of Traffic Engineers (ITE) trip generation rates shall be used as the basis for trip generation calculations. An alternative source of data may be used, where specifically approved by the City in advance.
    3. Level of service calculations at each project access point for both the a.m. and p.m. peak hours, both existing and with the proposed development.
    4. Level of service calculations at impacted intersections for both the a.m. and p.m. peak hours, both existing and with the proposed development.
    5. Analysis of the need for turning lanes or additional lanes on impacted roadways.
    6. Analysis of the need for intersection improvements.
    7. Analysis of the need for traffic signals or other traffic control devices.
    8. Other transportation factors based upon generally accepted traffic engineering practices.
D. The report shall include a statement of the assumptions used in conducting the analysis, including the following:
    1. Type and intensity or density of development.
    2. Projected population of a residential development.
    3. Proposed timing and phases of development.
    4. Proposed design of streets, access points, driveways, alleys, sidewalks, and other components of the transportation system.

11.01.07 Requirements for Amendments to the Zoning Map

A. In addition to the information required in Section 11.01.03, all applications for amendments to the Zoning Map (rezoning) shall include the information set forth in this section.
    1. The application shall include a map of the area indicating the proposed zoning district designation for the subject property. The map shall show the current zoning district designations and land use categories from the Future Land Use Map in the comprehensive plan for the subject property and all adjacent properties.
    2. A detailed statement shall be provided including the following information:
        a. The consistency of the proposed zoning district with the land use category on the Future Land Use Map in the comprehensive plan.
        b. A justification for the proposed zoning district.
B. A site plan shall not be considered simultaneously with the application for rezoning.

11.01.08 Requirements for Amendments to the Land Development Code

In addition to the information required in Section 11.01.03, all applications for amendments to this LDC shall include the information set forth in this section.

A. A description of the proposed amendment, with specific citations to the section(s) proposed for amendment, shall be provided.
B. A detailed statement shall be provided containing the following information:
    1. Consistency of the proposed amendment with the comprehensive plan; and

2. Justification for the proposed amendment.

11.02.00 NOTICE REQUIREMENTS

11.02.01 Generally

A. Notices will comply with the requirements set forth in the Florida Statutes and City established policies, as may be amended from time to time.

B. Notice will be required for the following applications:

Table 11.02.01(B) Application Required Notice

Application Type	Reviewing Entity	Posted Sign	Posted Agenda	Mailed	Published
Administrative Waiver for Tree Protection Setback Adjustment	City Manager	×			
Context Sensitive Setback Determination	City Manager	×			
Lot Line Adjustment/Minor Subdivision	City Manager	×			
Certificate of Appropriateness (COA)	Historic District Council	×	×	×	
Variances	Board of Adjustment or Historic District Council	×	×	×	
Appeals of Administrative Decisions	Board of Adjustment	×	×		
Comprehensive Plan Text Amendments	Planning Advisory Board		×		×
Land Development Code Text Amendments	Planning Advisory Board		×		×
Annexation	Planning Advisory Board	×	×	×	×
Future Land Use Map Amendment (FLUM) Small Scale (less than 10 acres) or Large Scale (greater than 10 acres)	Planning Advisory Board	×	×	×	×
Zoning Map Change or Planned Unit Development (PUD) Request	Planning Advisory Board	×	×	×	×
Preliminary or Final Plat	Planning Advisory Board	×	×	×	
Vacation of Right-of-Way (ROW)	Planning Advisory Board	×	×	×	×

11.02.02 Posted Notice Requirements

A. The City shall post a sign on a property that is the subject of a board reviewed application for a minimum of 10 days prior to a scheduled public hearing. The sign shall be located in a manner to ensure that it is clearly visible on each portion of the subject property that fronts on a roadway. Failure to place, maintain, or replace the sign shall

not affect the jurisdiction of the reviewing board or decision-making entity to consider the application or the validity of any resulting decision.

B. The City shall post an agenda notice of a scheduled public hearing for the property subject to a board application in a conspicuous place at City Hall and on the City's website for a minimum of 5 days prior to a scheduled public hearing.

C. The posted sign and agenda notices shall contain the following information:
   1. The name of the applicant;
   2. The location of property for which approval is sought;
   3. The nature of the approval sought by the applicant; and
   4. The date, time, and place of any and all applicable public hearings on the application.

11.02.03. Mailed Notice Requirements

A. Mailed notice of a required public hearing will be prepared by the City for board reviewed applications.

B. All mailed notices will be sent at least 10 days in advance of a scheduled meeting date by regular mail to all owners of real property located within 500 feet of the exterior lot lines of a property which is subject to the application.

C. The mailed notice will contain the following information:
   1. The name of the applicant;
   2. The location of property for which approval is sought;
   3. The nature of the approval sought by the applicant; and
   4. The date, time, and place of any and all applicable public hearing on the application.

D. The names and addresses of such property owners will be determined by reference to the latest ad valorem tax records for Nassau County, Florida.

11.02.04. Published Notice Requirements

A. notice shall be published in a newspaper of general circulation in Fernandina Beach for applications requiring published notice as directed by Florida Statutes.

B. Applications requiring published notice per applicable State laws shall comply with all statutory requirements pertaining to size and placement in the newspaper.

11.03.00 PROCEDURES FOR REVIEW AND DECISION-MAKING

11.03.01 Determination of Completeness & Sufficiency

A. Determination of Completeness:
   1. All applications are subject to a determination of completeness.
   2. A determination of completeness is a determination that all required documents and plans has been submitted in sufficient number, and whether all fees have been paid. A determination of completeness is not a determination of compliance with substantive standards and criteria.
   3. The City Manager shall issue a determination of completeness to the applicant, within five (5) days of receipt of an application. When the application is not complete, the determination shall specifically identify the missing documents and/or plans.
   4. The applicant shall have thirty (30) days from the date of determination to correct the deficiencies. The application shall not be processed until deficiencies are corrected and the application is determined to be complete. If the applicant fails to correct the deficiencies within the thirty (30) day period, the application shall be deemed withdrawn.

5. A determination of completeness is an administrative decision subject to appeal as set forth in Section 11.07.00.

B. Determination of Sufficiency:
   1. All citizen-initiated Comprehensive Plan Amendments and Amendments to the land development Code are subject to a determination of sufficiency.
   2. A determination of sufficiency shall be made after an application is determined to be complete. The Planning Department and the City Attorney will review the application to determine whether the application is consistent with the Comprehensive Plan. This review is also designed to prevent the application from unnecessary delays in the process.
   3. A sufficiency determination shall be made within thirty (30) days of receipt of the application from the City Manager. If the application is deemed insufficient by either the Planning Department or the City Attorney, the Planning Department will notify the applicant, which notification shall specify any and all laws, rules, codes and/or regulations which the application fails to comply with.
   4. The applicant shall have thirty (30) days from the date the application is deemed insufficient to bring the application into compliance with all applicable laws, rules, codes and regulations. The application shall not be processed until the application is deemed sufficient by the Planning Department. If the applicant fails to correct the application within the thirty (30) day period, the application shall be deemed withdrawn.
   5. The applicant may appeal a determination of insufficiency in accordance with Section 11.07.00 within 30 days of receipt of the written decision by the City Attorney and/or the Planning Department.
   6. When an application is deemed sufficient by the Planning Department, the application shall be assigned a number and processed for review and action in accordance with the procedures set forth below.

C. Material Changes to an Application:
   A determination by the Planning Department or the City Attorney that the Applicant has made material changes to an application, not proposed by and/or approved by the Planning Advisory Board, will require a new Determination of Completeness and Determination of Sufficiency including the assignment of a new number for review and action in accordance with the procedures set forth below.

11.03.02 Review and Compliance Report by the Technical Review Committee

All applications for site plans, preliminary subdivision plats, final subdivision plats, minor subdivisions, and amendments to previously issued local development orders, change of use, and nonresidential building expansions shall be reviewed by the Technical Review Committee (TRC). The City Manager may assign review responsibility for other types of applications to the TRC.

A. Within three (3) days following the determination that an application is complete, the application shall be sent to all TRC members.
B. TRC members shall provide written comments to the TRC chair who shall be responsible for preparing a preliminary compliance report. The preliminary compliance report shall be provided to the applicant at least seven (7) days prior to the scheduled TRC meeting.
C. When an application is for property within the Historic District Overlay, the application shall also be sent to the Historic District Council (HDC) for review and recommendation. The HDC shall hold a properly noticed quasi-judicial hearing as set forth in the published meeting schedule. The HDC shall make findings regarding

compliance of the application with Section 4.03.02 and shall provide a written report regarding such compliance to the City for inclusion in the compliance report prepared by the TRC.

D. When an application is for property within the Airport Overlay, the application shall also be sent to the Airport Advisory Commission for review and recommendation.
E. If the application fails to comply with the standards and criteria of this LDC, the compliance report shall specifically identify the manner in which the application is deficient, including a citation of applicable sections of this LDC.
F. Where the application includes a request for an administrative waiver, as set forth in Section 10.03.00, the compliance report shall include documentation of the compliance of the requested waiver with standards applicable to the requested waiver and the action taken on the requested waiver.
G. The TRC shall hold a public meeting for consideration of the preliminary compliance report and proposed revisions to the application provided by the applicant.
H. The applicant may request extensions of up to thirty (30) days for correction of deficiencies identified in the preliminary compliance report. Such request shall be in writing. The application will be rescheduled for a TRC meeting at the end of the thirty (30) day extension.
I. Within fifteen (15) days following receipt of a revised application, the TRC shall revise the compliance report, as needed, to evaluate additional information from the applicant for correction of deficiencies.
J. For matters to be considered by the BOA, Planning Advisory Board, or City Commission, the compliance report shall contain proposed findings, proposed conclusions, and a recommendation for approval, approval with conditions, or denial. When the recommendation is for approval with conditions, proposed conditions shall be provided.
K. For matters to be decided by the TRC, the compliance report shall contain proposed findings for consideration by the TRC when it renders a decision regarding the application.
L. The compliance report, including a written report from the HDC or Airport Advisory Commission where required, and the application materials shall be forwarded to the City Commission for action as set forth in Section 11.03.04.
M. Applications for minor subdivisions shall be reviewed for compliance with the site design requirements applicable to the zoning district in which the lots are located. Where the application demonstrates compliance with all such requirements, the TRC shall provide a notice of intent as set forth in Section 11.02.01(C) and (F). Following the notice period, the TRC shall issue a written order and approve the proposed boundary survey. The survey shall be recorded by the applicant.

11.03.03 Procedures for Action by the Planning Advisory Board

Consideration of applications by the Planning Advisory Board shall be for the purpose of making a recommendation to the City Commission.

A. When a determination of an application's completeness has been made by the City as set forth in Section 11.03.01, the application shall be scheduled for consideration by the Planning Advisory Board according to the published meeting schedule.
B. Notice shall be provided in compliance with the requirements of Section 11.02.00.
C. The Planning Advisory Board shall recommend to the City Commission that the application be approved, approved with conditions, or denied.

11.03.04 Procedures for Action by the City Commission

A. The City Commission shall consider applications for preliminary subdivision plat approval, final subdivision plat approval, rezoning, and amendments to this LDC at a public hearing.
B. Notice shall be provided in compliance with the requirements of Section 11.02.00.
C. A quasi-judicial hearing shall be held for consideration of applications for preliminary and final plats and, when required, rezoning.
D. The City Commission shall approve, approve with conditions, or deny the application.
E. The City Commission shall issue a written local development order for approval or a written notice of denial.
F. The local development order shall not be final and enforceable until signed by the Mayor.

11.03.05 Requests for Continuation of a Public Hearing

A. An applicant may request, in writing, a continuance of the public hearing regarding a specific application.
B. If the City Manager receives the written request for a continuance at least seven (7) days prior to the public hearing at which the application is scheduled to be heard, the applicant's request for a continuance will be automatically granted. An applicant shall be limited to one (1) such automatic continuance.
C. If the City Manager receives the written request for a continuance less than seven (7) days prior to the public hearing at which the application is scheduled to be heard, the applicant is not entitled to an automatic continuance. The decision-making entity will consider the request for a continuance, and shall only grant such request upon a demonstration by the applicant of good cause for a continuance.
D. If an applicant receives a continuance, the applicant shall reimburse the City for all advertising costs associated with rescheduling the public hearing for the application. The public hearing will not be rescheduled until such payment is received.
E. If a public hearing is continued on the record, at the scheduled public hearing, to a date and time certain, no additional notice shall be required.

11.03.06 Withdrawal of Pending Applications

A. An applicant may withdraw an application at any time prior to issuance of a local development order. The applicant shall provide written notice of the withdrawal to the City Manager.
B. If the City Manager receives an applicant's written notice of withdrawal less than seven (7) days prior to the public hearing at which the application is scheduled to be heard, the applicant shall be precluded from submitting the same or substantially same application for the subject property for a period of twelve (12) months.

11.03.07 Procedures and Requirements for Development Permits

A. Permits are required for new construction of buildings and structures, signs, fences, walls, accessory buildings, temporary buildings, and modifications to existing structures, subject to the administrative procedures of the Florida Building Code. In addition, the following requirements shall be met:
    1. When a permit is issued for construction of a sign, a decal containing the permit number shall be issued. The decal shall be attached to the sign or the sign structure and shall be clearly visible from the public right-of-way or public areas on the site.
    2. A permit for a sign within the Historic District Overlay shall not be issued until a certificate of appropriateness has been issued by the HDC.

3. Within those areas of the City designated as special flood hazard areas, all building permit applications for the construction or substantial improvement of residential and nonresidential structures shall be accompanied by a survey, signed and sealed by a professional surveyor licensed in the State, which specifically designates the elevation of the graded or final building pad of the site and of the proposed first floor of construction of the new structure or substantial improvement to existing structures. The survey shall be attached to the building permit and shall be approved as meeting the requirements of Chapter 3 with regard to floodplain protection prior to the issuance of a building permit.

B. Permits are required for electrical, plumbing, heating and air conditioning, gas, or swimming pool installation, subject to the procedures set forth in the Florida Building Code.

C. Permits required from Nassau County, subject to the requirements established by the County, include: driveway connection permits and right-of-way utilization permits.

D. Permits that may be required from State and regional agencies, subject to the requirements established by each agency, include: driveway connection permits from FDOT and environmental resource permits from SJRWMD or FDEP.

E. The following types of permits are required from the City, subject to the requirements established in the manuals adopted by reference in Chapter 1: stormwater permits, sewer connection permits, potable water connection permits, street construction permits, sidewalk permits, paving permits, and land clearing permits.

F. A permit shall be required for the removal of protected trees. When a site plan or subdivision plat is under consideration for a site, the permit shall be included as part of the application and review for site plan approval or subdivision plat approval. In all other situations, a separate tree removal permit shall be required. The following information is required for tree removal permits:
   1. Applications shall be submitted as set forth in Section 11.01.03;
   2. In addition, a tree survey shall be provided. When the application is for the removal of three (3) or fewer trees, the survey does not need to be certified, but must contain the location and identification of the tress requested to be removed. When the application is for the removal of four (4) or more trees, the survey shall be certified and shall show the following:
      a. Location of all trees, identifying their species;
      b. Location, including footprint, of all proposed and existing structures and other planned improvements which require the removal of protected trees;
      c. Indication of trees to be retained, trees to be removed, diseased trees, trees endangered by motor vehicle ingress and egress to rights-of-way, and the location of protective barriers as provided in Section 4.05.08; and
      d. Proposed grade changes that might adversely affect or endanger the trees, with specifications on how to maintain the trees.
   3. A tree replacement and replanting plan shall be submitted, showing the location and specification of all replacement trees pursuant to and consistent with the tree replacement and relocation standards in Section 4.05.08.
   4. The City Manager shall conduct a field check of the tree removal application. The applicant shall physically mark each tree on the site to be removed with flagging tape or a similar device.
   5. Applications, except applications described in Section 11.03.07(F) (7) shall be reviewed by the City Manager for compliance with the requirements set forth in Section 4.05.08. A decision shall be rendered within thirty (30) days to approve, approve with conditions, or deny the application. Posted notice of the decision to

approve or approve with conditions shall be provided as set forth in Section 11.02.02 for a period of ten (10) days.

6. A decision regarding issuance of a tree permit is an administrative decision subject to appeal as set forth in Section 11.07.00.
7. When an application for a tree removal permit involves the following situations, the findings by the City Manager shall be advisory. The City Commission shall take final action:
   a. Removal of a heritage tree; or
   b. Removal of protected trees on public property, except trees within the right-of-way.
8. A tree removal permit shall be issued only upon agreement in writing by the applicant to comply with the criteria set forth in Section 4.05.08

G. The establishment of a temporary use or structure requires a temporary use permit, subject to the following requirements:
   1. Applications shall be submitted as set forth in Section 11.01.03.
   2. In addition, the application shall include a drawing and drawing notes to show the proposed location and site features for the temporary use or structure, demonstrating compliance with the provisions of this LDC.
   3. Applications shall be reviewed by the City Manager for compliance with the requirements set forth in Section 5.02.00. A decision shall be rendered within thirty (30) days to approve, approve with conditions, or deny the application. Posted notice of the decision to approve or approve with conditions shall be provided as set forth in Section 11.02.02 for a period of ten (10) days.
   4. Temporary use permits shall be valid for thirty (30) days and may be renewed for one (1) thirty (30) day period.
   5. A decision regarding issuance of a temporary use permit is an administrative decision subject to appeal as set forth in Section 11.07.00.

H. A permit shall be required for the construction of a telecommunications tower. The application shall be submitted as set forth in Section 11.01.03.1. The following additional information shall be submitted:
   a. Evidence of proper Federal Communications Commission licensure.
   b. A statement of intent that collocators will be permitted in cases where devices are required or proposed to accommodate more than one (1) provider. The positions of anticipated collocator antennas on the mount and the space provided for collocator equipment shelters shall be shown on all site plans and elevations.
   c. Certification that, as proposed, the device should not cause harmful electrical interference with any City-operated radio frequency devices in existence at the time of the application, and certification that the applicant acknowledges its obligation to take all steps necessary to resolve any interference that actually occurs.
   d. Certification as to compliance with, or exemption from, any federal or State regulations applicable to siting.
   e. Certification that the proposed mount complies with regulations administered by the FAA, FCC, and any State reviewing authority, or that the mount is exempt from those regulations.
   f. Description of liability insurance or binding for the device.
   g. Identification of all existing users (including the applicant) on the support structure to be replaced. This listing shall include existing antennas, types of support structure, and mounting positions for each such user, and shall identify the FCC radio service for each such facility. The applicant shall also identify

the proposed location for each such antenna as well as any additional facilities which such user intends to place upon the proposed replacement structure.

h. For each such existing user, the applicant shall identify any future loading for which it has been requested to reserve capacity for future use. For any such users for which the applicant is not reserving future space, the applicant shall certify that it has contacted each such user and has been advised that such user does not anticipate requiring any additional support structure capacity at that site in the future.

i. The applicant shall identify all prospective users of the support structure, not identified above, for which it has either entered into negotiations or agreed to provide space on the support structure. The applicant shall identify:
   1. The proposed mounting location for each antenna to be utilized by each such prospective user; and
   2. The capacity for which the applicant has been requested to reserve future loading capacity.

j. The applicant shall identify all additional capacity which will be available for future collocation use at the proposed structure beyond the collocation users identified in Section 11.03.07(H)(1)(g) through (i) above.

k. A full set of engineering drawings, which drawings shall be sealed by a professional engineer licensed in the State, specifying the dimensions of all structural members and mounting facilities to be incorporated into the support structure for all loading identified in Sections 11.03.07(H) (1) (g) through (i) and shall expressly identify each such antenna as having been incorporated into the support structure design. These drawings shall also include the foundation design for the proposed structure. In addition, the engineer shall certify compliance with both the then-current EIA/TIA 222 standard as well as the applicable provisions of the Florida Building Code, which includes a 120-mph wind load, as defined by the American Society of Civil Engineers, Publication No. 7 of 1993 (ASCE 7-93).

2. An estimate of the cost to remove all structures in the event that the structure is abandoned or discontinued. The cost estimate shall be signed and certified by a general contractor licensed in the State.

3. The Planning Advisory Board shall evaluate the permit application and render a decision within ninety (90) days after the date on which the application is determined to be complete.

4. If the Planning Advisory Board fails to act within the time-frame mandated by Section 11.03.07(H) (2), the application shall be deemed automatically approved, and the applicant may proceed with placement of the facility without interference or penalty by the City.

5. The applicant may voluntarily waive the time frames set forth in this section.

6. The City may require a one-time waiver in the case of a declared local, State, or federal emergency that directly affects the administration of the City's permitting activities. Other than this one-time waiver, the City may request, but not require, an applicant to waive the time-frames set forth in this section.

l. An application for the collocation of an antenna facility, which increases the height of the existing structure, shall meet the requirements of Section 11.03.07(H) (1) above. However, the Planning Advisory Board shall render its decision within thirty-five (35) working days after the date on which the application is determined to be complete.

J. An applicant who seeks approval to collocate an antenna on an above-ground structure, and any related equipment to service the antenna, is not required to obtain a separate development permit, provided the height of the existing structure is not

increased. Rather, the applicant shall apply for a construction permit in accordance with the requirements of the Florida Building Code.

11.03.08 Specific Procedures Regarding Affordable Housing Agreements

A. This section is provided to ensure and verify affordability and compliance over time for any affordable housing project. All affordable units proposed for development on substandard lots shall be the subject of a land use restriction agreement (LURA) or a home ownership affordability agreement (HOAA).
B. All affordable units proposed for home ownership shall be bound by the terms of a HOAA. The City shall identify specific conditions in the LURA or HOAA that shall ensure that the respective unit becomes an affordable unit. Prior to approving a LURA/HOAA, the city shall render a finding that any units intended to be included in a LURA or HOAA are:
   1. Compliant with applicable building codes and land development regulations; and
   2. Compliant with all associated financial, tax, or other similar public or private obligations.
C. The City shall not approve a LURA or HOAA unless a finding is rendered that any units intended to be included in a LURA/HOAA are compliant with U.S. Housing and Urban Development Housing Quality Standards (HUD-HQS).

11.04.00 QUASI-JUDICIAL HEARINGS

11.04.01 Generally

A. A quasi-judicial hearing shall be scheduled when all required reports and procedures have been completed. A quasi-judicial hearing shall not be scheduled until an applicant has paid all outstanding amounts.
B. A quorum of the decision-making entity shall be present.
C. The hearing shall be conducted in a manner to protect the due process rights of the applicant and affected parties.
D. All testimony presented by the applicant, any affected party; any witness for a party, or the staff (other than legal advice given by the City attorney) shall be given under oath.
E. The applicant, any affected party, and the staff may cross-examine any person presenting information at the hearing.
F. An electronic record shall be made of the hearing.
G. A member of a decision-making entity shall not willfully participate in an ex parte communication regarding a pending application. All ex parte communications are presumed prejudicial, unless the approximate date and general substance of the ex parte communication is disclosed at the beginning of the quasi-judicial hearing at which the decision-making entity considers the pending application. The City may rebut the presumption of prejudice by demonstrating the absence of any actual prejudice to any party challenging the validity of a decision-making entity's decision on the basis of ex parte communications.
H. Members of the general public may provide comment during the hearing. If a member of the general public desires his or her testimony to be considered as potential competent substantial evidence, such person shall be placed under oath and subject to cross-examination.
I. The decision-making entity may question the applicant, other parties, witnesses, and the City staff at any time during the hearing.

J. The decision-making entity may approve, approve with conditions, or deny the matters under consideration. The decision shall be based upon competent substantial evidence presented during the hearing.
K. The decision-making entity shall enter a written order which contains findings of fact and conclusions of law in support of its decision.
L. The decision-making entity's written order shall be transmitted and filed with the City Clerk as part of the official records of the City.

11.04.02 Conduct of Quasi-Judicial Hearings

All quasi-judicial hearings shall be conducted in the following order:

A. The chairperson of the decision-making entity shall call the hearing to order at the time specified on the public notice.
B. The City Manager shall confirm that the notice requirements were met.
C. Each member of the decision-making entity shall disclose the existence and general substance of any conflicts and ex parte contacts.
D. The City Manager shall present the compliance report regarding the pending application.
E. The applicant shall present evidence supporting the application and shall bear the burden of demonstrating that the application should be granted.
F. An affected party is entitled to present evidence opposing the application.
G. Public comment.
H. Rebuttal by the City Manager, any affected party, and the applicant.
I. Conclusion of the evidentiary portion of the hearing.
J. Closing arguments by the City Manager, any affected party, and the applicant.
K. Deliberation by the decision-making entity.

11.05.00 CONSTRUCTION AND IMPROVEMENTS

11.05.01 Compliance with Local Development Orders and Development Permits

A. All construction of buildings, structures, and systems shall comply with the construction or installation permit and the procedures and requirements of the Florida Building Code.
B. Construction of facilities and improvements described in a local development order shall be performed in strict compliance with the approved local development order and any development permits (other than permits issues pursuant to the Florida Building Code).
C. Any deviation from the local development order and subsequent development permits shall require additional review of the change to the plans by the City and shall receive approval prior to commencement of work. (See Section 11.06.00 regarding amendments to approved local development orders.)
D. Upon completion of improvements, the applicant shall provide record drawings sealed by an engineer, licensed in the State, certifying that the actual construction conforms to the approved site plan(s), subdivision plats, or improvements plans.
E. All improvements required by this LDC shall be designed, installed, and paid for by the developer. Such improvements may include, but are not limited to, transportation facilities, potable water facilities, sewer facilities, stormwater and drainage facilities, and recreation facilities. Improvements shall be guaranteed as set forth in Section 11.05.02.
F. All improvements as approved through either a Local Development Order or an official building permit shall be inspected by the City. The applicant shall notify the

City of commencement and completion of the following, for purposes of scheduling and conducting inspections:

1. Clearing and grubbing;
2. All utilities prior to backfilling;
3. All concrete structures when steel is in place, prior to pouring;
4. Stabilized sub-grade;
5. Curb and concrete work;
6. Roadway or parking lot base;
7. Wearing surface during application; and
8. The water and hydrant system.

G. In cases of construction of facilities dedicated to the public, the owner shall be responsible for maintenance for a period of two (2) years following completion of the construction and approval of the construction by the City. Upon completion of the maintenance period, the owner shall advise the City in writing requesting final inspection for perpetual maintenance by the City. Final acceptance shall not be given until all necessary repairs have been completed and an engineer, licensed in the State, provides a final certificate of completion to the City.

H. Acceptance of a final plat shall be deemed acceptance by the City of the public improvements and public areas dedicated to the City. The final plat shall not be accepted by the City Commission until all required performance and maintenance guarantees as set forth herein have been posted by the Developer. The acceptance of dedications for public purpose shall be permanently affixed to the face of the final plat (See Section 11.01.05.)

I. Upon completion of construction of the improvements, the applicant shall provide the following:
   1. A letter stipulating that the construction of the improvements has been completed and requesting final inspection and approval;
   2. The testing reports and certificates of compliance from material suppliers;
   3. As-built construction plans; and
   4. Certification from a professional engineer, licensed in the State, that the improvements have been constructed in conformity with the approved construction plans and specifications.

J. Upon receipt and review of the items listed in Section 11.05.01(I) above, and after satisfactory final inspection, a certificate of completion shall be issued by the City Manager.

K. Grading, fill, or tree removal permits may not be issued prior to the issuance of a Local Development Order or building permit, whichever occurs first.

11.05.02 Performance Agreements, Guarantees, and Sureties

A performance agreement shall meet the following requirements:

A. The term shall not exceed two (2) years from the date of issuance of the local development order.

B. The agreement shall include:
   1. The projected total cost for each improvement determined either by an estimate prepared and provided by the applicant or a copy of an executed construction contract provided by the applicant.
   2. Specification of improvements to be made and dedicated together with a timetable for completing such improvements.
   3. Stipulation that, upon failure of the applicant to make required improvements according to the timetable, the City shall utilize the security provided under the agreement to complete the improvements.

4. Provision of the amount and type of security provided to insure performance as set forth herein.

C. The security specified in the performance agreement shall be approved as sufficient by the City Manager. The amount of security shall be 125 percent of the estimated or contracted improvements costs.

D. Security requirements may be met by:
   1. Bank check;
   2. Certified check;
   3. Irrevocable letter of credit; or
   4. Surety bond executed by an approved surety company, licensed to do business in the State of Florida and otherwise acceptable to the City.

11.05.03 Installation and Maintenance Guarantees for Landscaping, Irrigation, and Replacement Trees

A maintenance guarantee must be provided to ensure that required landscaping, and irrigation system, or protected trees are perpetually maintained in accordance with the provisions of this LDC. For all development projects receiving a Local Development Order, the applicant must provide legal documents, approved by the City, which insure such protection after building construction has occurred on the site. Such documents may include, but are not limited to, conservation easements, dedication of common open space, tree protection easements, deed restrictions, and homeowner association documents. The City requires an assessment provided by a certified arborist at the end of the warranty period before remitting funds or releasing the obligation documents.

11.05.04 Maintenance Guarantees for Stormwater Facilities

The property owner or other entity approved by the City shall be responsible for maintenance of all stormwater facilities installed on private property. Maintenance shall be perpetual or for a time period specified in the local development order. At any time during the maintenance period, or after in cases where adverse impacts to public stormwater facilities are believed to be occurring due to the action of a private property owner, the City reserves the right to enter, following advance notice, upon that property for purposes of visual inspection. Property owners shall be notified in writing of the results of any such inspection and its results.

11.05.05 Installation and Maintenance Guarantees for Water and Sanitary Sewer Facilities, Streets, Sidewalks and other Infrastructure Elements

A maintenance guarantee shall be provided to ensure that all required stormwater facilities, water and sanitary sewer facilities, streets, sidewalks and other infrastructure elements shall be maintained by the developer according to the following requirements:

1. The maintenance period shall be a minimum of two (2) years;
2. The maintenance period shall begin with the acceptance by the city of the construction of the improvements.
3. The security shall be in the amount of fifty (50%) percent of the cost of improvements.

11.05.06 Facilities Not Dedicated to the City

A. Whenever a proposed development provides for the creation of facilities or improvements which are not proposed for dedication to the city, a legal entity shall be created to be responsible for the ownership and maintenance of such facilities and/or improvements.

B. No final development approval or certificate of occupancy shall be issued for a development for which a condominium association or homeowners association is required

until all required documents establishing such association have been approved by the City Manager and proof of recording documents has been provided to the City Manager.

11.06.00 AMENDMENTS TO LOCAL DEVELOPMENT ORDERS

When a local development order has been issued and an applicant wishes to modify a site plan or subdivision plat to which the local development order applies, the procedures of this section shall apply. (Amendments to development permits shall be governed by the applicable building or technical codes, or City permit procedures.)

11.06.01 Minor Amendments

Minor amendments include the following:

A. Changes in the types and locations of landscaping materials, provided that:
   1. Such changes do not reduce total amount of landscaping material;
   2. Any required buffer area complies with the standards of this LDC; and
   3. The proposed landscaping materials comply with the specifications of this LDC.

B. A minor adjustment in the location of dumpsters, sidewalks, bicycle facilities, sheds, or other accessory buildings, provided that:
   1. The adjustment does not deviate from the approved location more than one (1) foot in any direction;
   2. Such adjustment does not encroach into any required buffer or stormwater management area;
   3. Such adjustment does not increase the approved impervious surface ratio for the project; and
   4. The location continues to comply with all standards of this LDC, including, but not limited to, setbacks, landscaping, and buffer requirements.

C. A minor adjustment in the location and design of parking lots and access drives, provided that:
   1. Such adjustment does not encroach into any required buffer or other landscaped area;
   2. Such adjustment does not increase the approved impervious surface ratio for the project;
   3. Such adjustment does not reduce the number of parking spaces; and
   4. Such adjustment continues to comply with all standards of this LDC and the Public Works Manual.

11.06.02 Procedures for Minor Amendments

A. The applicant shall submit one (1) copy of the approved site plan or subdivision plat indicating the proposed minor amendments.

B. The City Manager shall determine that the amendment is consistent with:
   1. The requirements of Section 11.06.01; and
   2. The standards and criteria of the LDC.

C. When an application is proposed to be approved or approved with conditions, a notice of intent shall be provided as set forth in Section 11.02.01(C) and (F).

D. The City Manager shall approve or deny the application for a minor amendment and issue a written order to modify the local development order.

E. A minor amendment for development within the Historic District Overlay shall not be approved until such amendment has been considered by the HDC at a regular meeting and a recommendation of approval provided by the HDC.

11.06.03 Major Amendments

Any proposed change to an approved local development order that is not a minor amendment as described in Section 11.06.01 shall be considered a major amendment. Major amendments are processed in the same manner as the original application.

11.07.00 APPEALS OF ADMINISTRATIVE ACTIONS

11.07.01 Applicability

A. A person adversely affected by the administrative decisions listed below in subsection (B) may appeal such decision to the BOA. Statements, proposed findings, evaluations, and conclusions contained in a compliance report or other report issued by the City Manager for consideration by a board or commission, or the City Commission will not be construed as an administrative decision and will not be subject to appeal.

B. Only the following administrative decisions are subject to appeal as set forth herein:
   1. Tree permits;
   2. Temporary use permits;
   3. Lot line adjustments;
   4. Minor amendments to local development orders;
   5. Administrative waivers;
   6. Context Sensitive Setback Determination;
   7. Decisions of the Building Official
   8. Decisions of the Fire Marshal
   9. Determination regarding change of use;
   10. Written interpretations regarding use or zoning district boundaries when such interpretations are not contained within a compliance report; and
   11. Determination of Sufficiency and Completeness as required by LDC Section 11.03.01 (B).

11.07.02 Time for Filing Administrative Appeal

An application for consideration of an appeal of an administration decisions shall be filed with the City Manager within thirty (30) days of such decision.

11.07.03 Stay of Proceedings

An appeal to the BOA stays all work on the premises and all proceedings in furtherance of the action appealed from, unless the City Manager certifies to the BOA that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property.

11.07.04 Hearing before the Board of Adjustment

A. A public hearing before the BOA shall be scheduled according to the published schedule for hearings.

B. The City Manager shall prepare a report containing an evaluation of the appeal, including consistency of the administrative decision with the requirements of this LDC and the comprehensive plan.

C. Notice shall be provided as set forth in Section 11.02.00.

D. The BOA shall conduct a quasi-judicial hearing, pursuant to the requirements of Section 11.04.00.

E. Any party may appear in person or be represented by an agent or attorney.

F. The BOA shall hear the appeal and shall determine whether to:
   1. Reverse, wholly or partly, the administrative decision that is the subject of the administrative appeal;

2. Affirm, wholly or partly, the administrative decision that is the subject of the administrative appeal; or
3. Modify the administrative decision that is the subject of the administrative appeal.

G. The concurring vote of five (5) members of the BOA shall be necessary to reverse any administrative decision.

H. The decision shall be in writing and shall contain findings of fact and conclusions of law.

11.08.00 VIOLATIONS

11.08.01 Generally

It shall be a violation of this LDC to:

A. Use or develop property without a local development order or development permit required by this LDC for such use or development;

B. Use or develop any property for use that is not permissible in the applicable zoning district;

C. Use or develop property in violation of the conditions and limitations for such use or development set forth in this LDC;

D. Use or develop property in violation of the conditions set forth in the applicable local development order;

E. Violate the terms or conditions of any development permit issued under or pursuant to this LDC; or

F. Construct or move any structure in violation of the applicable provisions of this LDC.

11.08.02 Enforcement

A. The City Manager shall be responsible for enforcement of the provisions of this LDC.

B. The City Manager shall provide a written notice of an alleged violation of this LDC to the property owner. The written notice shall indicate the nature of the violation and the necessary action to correct or abate the violation.

C. The City Manager, or where required by the Florida Building Code, the Building Official, may order discontinuance of the use of land or buildings; removal of trees; removal of buildings, building additions, or building alterations; removal of structures; discontinuance of work in progress; application to any court for injunctive relief; filing liens against assets of a violator; revocation of any building permit or certificate of occupancy; or any or all other action necessary to correct violations and obtain compliance with all the provisions of this LDC.

11.08.03 Penalties

A. Except as otherwise specifically provided herein, any person, property owner, or any agency or representative thereof who violates the provisions of this LDC shall be punished by a penalty not exceeding $500.00 per violation, imprisonment for a term not to exceed sixty (60) days, or both fine and imprisonment.

B. Each day that a violation shall continue to exist shall be considered a separate violation and may be prosecuted as such.

C. No further City permits shall be issued or inspections provided until all violations of this LDC are corrected and accepted by the City Manager.

D. No certificate of occupancy shall be granted unless and until the all corrective actions have been completed or a performance bond satisfactory to the City is submitted and approved.

11.08.04 Specific Penalties for Violation of Tree Permit Requirements

A. When unauthorized removal of trees has occurred, the owner shall submit a fines and restoration plan within thirty (30) days after being cited for the violation.

Individual residential property owner(s) of a single lot of record will be fined $1,000 for the first unauthorized tree removal violation and subject to additional fines as provided in Table 11.08.04 and required to comply with restoration planting criteria. Multi-family, subdivisions, mixed use, and non-residential landowner(s) will be fined $5,000 for the first unauthorized tree removal violation and subject to additional fines as provided in Table 11.08.04 and required to comply with restoration planting criteria.

Table 11.08.04 Fines for Unauthorized Tree Removal (2 or More)

Size of Tree Removed (DBH)	*Fine Amount Per Tree*
6-17"	*$1,000*
18-25"	*$5,000*
26-35"	*$15,000*
36" DBH and above	*$20,000*

B. In addition to fines, an approved restoration plan is required for all unauthorized tree removal which replaces "one for one" (one (1) inch for every inch of DBH), any and all trees that are removed without authorization. No preservations credits shall be applicable for the unauthorized removal of trees. Failure to submit a restoration plan within thirty (30) days shall result in a double fine. In the event that an insufficient trunk of the removed tree exists to determine replacement requirements, including the size and number of required replacement trees, these facts shall be determined by the City Manager based upon any available information, including photographs or a survey of trees of the same species existing within the City. In making such determinations, the opinion of the City Manager shall control. If the City Manager cannot determine with reasonable certainty the number of protected trees removed, the violation shall be corrected by paying a civil fine of up to one dollar ($1.00) per square foot of land cleared. All amounts received by the City pursuant to this section shall be deposited in the Tree Replacement Fund.
   1. In evaluating a proposed restoration plan, the City shall consider the following:
      a. The cross-sectional area of trunk(s) removed;
      b. The specific aesthetic character of the tree removed;
      c. Any special function the tree carried out as a screen or buffer;
      d. Amount of other trees preserved on the site, and the opportunities for planting additional trees;
      e. Any short-term or long-term negative environmental impacts from the unauthorized tree removal, including, but not limited to, erosion, siltation, impacts on listed plant and/or animal species, water circulation patterns, water quality standards, and floodplain capacity or conveyance (including, but not limited to, swales or overland sheet flow, where pertinent).
   2. The City Manager shall review the proposed restoration plan. The City Manager may require any bonding or other guarantees deemed necessary to insure the performance and completion of the restoration plan, and/or the maintenance and survival of the implemented restoration plan. If a bond is required, the bond amount shall be one dollar ($1.00) for every square foot of land cleared in violation of this section, or $50,000 if a heritage tree has been removed.

C. The City Manager shall, within 30 days of submission of a restoration plan, either:
   1. Approve the restoration plan after rendering a finding that implementation of the restoration plan, will ensure restoration of the quality and screening functions

previously provided on site, according to the criteria set forth herein by the removed or otherwise destroyed trees; or

2. Deny the restoration plan and levy appropriate fines based on a finding that said restoration plan, upon implementation, cannot restore the quality and screening functions previously provided by the removed or otherwise destroyed trees; or
3. Deny said plan and inform the owner or developer of what the City requires in order to approve said restoration plan. Such plans shall be resubmitted within thirty (30) days of the denial. Failure to resubmit or appeal within this time period shall subject the property owner to a fine of $100.00 per day.

D. If the City Manager determines that implementation of a restoration plan cannot replace the quality and screening functions of the trees removed or otherwise destroyed then the City Manager may assess the following fines for the unauthorized removal of trees in addition to any other fines required pursuant to other City ordinances or by state or federal rules and laws:
   1. $500.00 per inch DBH for each tree removed that was not located in a designated wetland, coastal upland protection zone, approved upland landscaped buffer areas or conservation easement, tract or similarly designated area; and
   2. $1,000.00 per inch DBH for each tree removed that was located within a designated wetlands, coastal upland protection zone, approved landscape buffer areas or conservation easement, tract or similarly designated area. This shall include landscape buffer areas previously required as part of an approved landscape plan or other development plan or order, upland buffers around wetlands and habitat or riparian protection zones; and
   3. $50,000.00 for each heritage tree removed.

E. No further City permits for the subject property or project shall be issued or inspections provided until all violations of this article are corrected or a restoration plan has been accepted by the City Manager. The building official or designee, may issue a stop work order to any person, firm, owner, contractor, or agent performing construction who violates or fails to comply with any provision of the City's tree protection ordinance. No certificate of occupancy shall be granted unless and until the restoration plan is implemented or a performance bond satisfactory to the City and its attorney is submitted and approved by the City.

1.03.00 APPLICABILITY

1.03.01 Generally

A. Except as specifically provided, the provisions of this LDC shall apply to all development in the City.
B. The use of any parcel of land, or any structure, or any combination thereof, within the corporate limits of the City shall be in conformance with the requirements of the LDC.
C. Principal uses, accessory uses, buildings, and structures that are not identified as permissible are prohibited. To be identified as permissible, such uses, buildings, and structures shall be included in this LDC or interpreted as included as provided for in Section 1.05.00 and Chapter 2.
D. A change of use shall conform to the standards, criteria, requirements, and procedures of this LDC.
E. Where a local development order or permit that was lawfully issued prior to the effective date of this LDC expires or is otherwise invalidated any further development on the site subject to the local development order or permit shall conform to the standards, criteria, requirements, and procedures of this LDC.

1.03.02 Exemptions

The situations described in (A) and (B) below are exempt from the provisions of this LDC.

A. The provisions of this LDC and any amendments thereto shall not affect the validity of any valid and effective local development order or permit that was issued prior to the effective date of this LDC under the following situations:
    1. The development activity authorized by the local development order or permit was commenced prior to the effective date of this LDC, and such activity continues without interruption (except because of war or natural disaster) until the development is complete;
    2. The development activity authorized by the local development order or permit will be commenced after the effective date of this LDC but within six (6) months of the issuance of a valid building permit which was issued prior to the effective date of this LDC; or
    3. The development activity authorized by the local development order is proceeding in accordance with the time limits contained in the local development order.
B. The provisions of this LDC and any amendments thereto shall not affect work required for public facilities and services within the public right-of-way, as further described below:
    1. Work required for the installation of facilities for the distribution or transmission of gas, water, sewer, electricity, cable, telephone, or telecommunications services;
    2. Work required for the purpose of inspecting, repairing, or replacing any existing water or sewer lines, mains, or pipes; and
    3. Work required for the purpose of inspecting, repairing, or replacing cables, power lines, utility poles, utility tunnels, or the like.

1.03.03 Lots of Record

A. One dwelling unit may be constructed on a substandard, platted lot of record in a residential or mixed-use zoning district.

1.03.04 Demolition of Structures on Substandard Lots

A. Applicability. Except as may be provided hereinafter to the contrary, in connection with replats, subdivisions, specific regulations, and specifically described lots or parcels of land, all buildings or structures located in the R-1, R-2, RLM, and R-3 zoning districts shall be constructed or erected upon a building site containing at least one (1) platted lot. Such building site shall have a minimum street frontage of fifty (50) feet.

B. Building site requirements. Wherever there may exist a single-family residence(s), duplex building(s), or any lawful accessory building(s) or structure(s) which was heretofore constructed on property containing one (1) or more substandard platted lots or portions thereof, such substandard lot or lots shall thereafter constitute only one (1) building site. No permit shall be issued for the construction of more than one (1) single-family residence. Such structures shall include, but not be limited to, swimming pools, tennis courts, walls, fences, or other at-grade or aboveground improvements.

C. Removal of buildings. If a single-family residence or duplex building which exists on more than one (1) substandard lot is voluntarily demolished or removed, no permit shall be issued for the construction of more than one (1) building on the building site.

1.03.05 Construction or Demolition of Structures on Combined Lots

A. In order to maintain open space, visual corridors, neighborhood character, property values and visual attractiveness of residential areas, wherever there may exist a single-family detached residential unit or, a duplex structure or any auxiliary building or structure, including but not limited to, swimming pools, or any other improvement which was heretofore constructed on property containing one or more platted lots or portions thereof (excluding walls or fences), such lots thereafter constitute one building site and must be considered the "lot of record", and no permit will be issued for the construction of more than one residential dwelling unit on the site. All construction on the building site must comply with all existing zoning and density requirements.

B. The demolition or removal of any residence or structure, whether voluntary or involuntary, does not have the effect of changing the establishment of the building site.

C. A change from the foregoing provisions for the purpose of establishing building sites, or separation of building sites requires supermajority approval by the Board of Adjustment in accordance with the variance approval process contained in Section 10.02.00 in a quasi-judicial hearing at which all interested persons will be afforded an opportunity to be heard.

1.04.00 CITY MANAGER

The City Manager is the chief administrative official of the City. For the purposes of this LDC, the City Manager administers, interprets, and implements the standards, criteria, and procedures of this LDC. The City Manager may delegate such responsibilities to City staff. Throughout this LDC, the term "City Manager" is used to indicate the person responsible for specified actions, except where specified actions are reserved or specifically delegated to another position. In all instances, "City Manager" means the "City Manager or designee."

_____

From: Tammi E. Bach [tbach@fbfl.org]
Sent: Thursday, November 10, 2022 11:40 AM
To: Len Kreger; Mr. Dale L. Martin
Cc: Charles George; Kelly N. Gibson; Katie Newton; Daphne Forehand; Taylor Hartmann; Salvatore Cumella
Subject: RE: LDC Question PAB case #9821 (Tringali Property)

The staff report for this application on the 11/09 PAB agenda has an explanation, please see link below to PAB agenda. In addition, the City Planning Dept. has interpreted applications for subdividing and platting the same way as the Tringali plat application since before 2006. The past practices of the City provide a type of precedence under the 14th Amendment of the US Constitution (Equal Protection) requiring the City to be consistent in applying the LDC. Therefore, without changes to the LDC, staff cannot just begin now to apply Section 1.03.05 of the LDC to every property where a structure exists. When an applicant wishes to create a subdivision of land and a plat, they are not seeking to restore the historical underlying lots of record for purposes of creating building sites; therefore, Section 1.03.05 of the LDC does not apply.

If the City interprets the LDC to mean that anytime a structure exists on property, regardless of property size in acreage (i.e. remember, net density allowances must be considered, too), that the one existing structure becomes the sole allowable building site for that property for all time into the future, the City would be applying the LDC in a manner inconsistent with the Comprehensive Plan (i.e. FLUM, net density allowances). We cannot, without code changes to the LDC and the Comp Plan, begin now to apply this strict interpretation of Section 1.03.05 of the LDC to all properties with existing structures. City staff does apply Section 1.03.05 of the LDC to all applications requesting to restore the historical underlying lots of record for the purpose of building on those historical underlying lots of record which follows the variance process. There have been many subdivisions in the City that began with a plat application and subdividing land that had existing structures that were demolished prior to platting. Section 1.03.05 was not applied to these other subdivisions in the City. Examples include: 2022 Island View on Bailey Road - 2 existing homesites -on site through annexation, demo in January 2022; 2017 River Bend on Amelia Island Parkway - 1-3 homesites - demo prior to annexation 1940- 1953 timeframe of construction based on historic aerials; and 2017 (Phase II) and 2014 (Phase I) Dunes of Amelia - 1 homesite with ancillary structures -demo prior to annexation. If the City Commission wishes to move in the policy direction of restricting growth and property development by strictly applying Section 1.03.05 of the LDC, there will have to be changes to the LDC and Comp Plan before the City staff can interpret and apply Section 1.03.05 to apply to ANY residential property with existing structure(s). Without codified policy changes, the City will face legal challenges, including but not limited to, Bert Harris Act claims, 14th Amendment violation claims, administrative challenges and appeals. Development in the City, as you know, is governed by the Comprehensive Plan which includes the Future Land Use Element and the Property Rights Element that cannot be ignored by staff.

Let me know if you have questions.

November 9, 2022 PAB Agenda:

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INTERNAL USE ONLY

MINUTES

APPROVED

I. Call to Order

Chairman Bennett called the meeting to order at 5:42 pm.

II. Roll Call/Determination of Quorum

Board Members Present

Mark Bennett, Chair
David Beal
William A. Conger
Lupita McClenning (was detained)
Paul Condit, Vice-Chair
Richard Bradford
J. Peter Wilking

Board Members Absent

Marilyn Williamson
Shaun Woleshin

Others Present

Debra Braga, City Attorney
Jeffrey Salter, Community Development Department Director
Catherine Hartley, City Planner
Kevin Sullivan, City Planner
Jessica Williams, Recording Secretary

III. Discussion on Land Development Code

Final review of the Land Development Code

Ms. Julie Ferreira, 501 Date Street, inquired how the board would handle things that were already talked about but people may have questions about what was already decided upon. Chairman Bennett explained that some of this stuff has been discussed for almost a year and a half. He stated that to now open it all up again was not productive. There was a brief discussion about this.

Ms. Hartley explained that City staff and the City Attorney went through the final draft and their notes and made changes that had come out of all the public meetings. She stated that they drafted some new language and clarified that the underlined things are suggested changes that Ms. Easley did not do. She explained that the things that were stricken were things that staff thought should be taken out. She suggested going through each policy and coming to some consensus to send to the City Commission. There was some discussion about how to proceed.

Ms. Hartley read from the matrix 1.03.03 and explained that staff suggested this because the City was about to adopt a Comprehensive Plan amendment that says you can put a single-family house on an existing lot of record. Member Conger questioned where the Comprehensive Plan amendment came from. Ms. Hartley replied the board voted on that in September and it went to the Department of Community Affairs (DCA). She stated that it was now back from DCA and was going to the City Commission for second reading on February 7th. *The consensus of the board was to accept this change.*

Ms. Hartley read from the matrix 1.03.04 and pointed out that the new zoning district (RLM) was added per the board's request. *The consensus of the board was to accept this change.*

Ms. Hartley read the proposed 1.03.05 language that was drafted by the City Attorney. She clarified that this zoning and land use restriction is on the property and someone built a house, and now the City doesn't want the property owner to try to maximize their profit and increase density across the board by tearing down their house and putting up two houses. There was some discussion of building site and the proposed language of 1.03.05 (A), (B), and (C). Chairman Bennett suggested including this language with land use and then it is quite clear. He commented that the intent of the board was to allow single buildings, but where lots have been combined and single improvements put on them to keep it that way. Member Conger noted that entrepreneurs would purchase existing building on a lot and then they'll split it in order to build two houses. He questioned if this effectively puts up a barrier to activity like that. Ms. Hartley replied correct. She pointed out that "vacant" could be added to the text amendment. She explained that the purpose of the Comprehensive Plan amendment was to provide a band-aid solution to the density that doesn't make any sense. She stated that it reserves the property owner's right to build a single-family house on their vacant lot even though the land use control was imposed on them. After some discussion about this, Member Conger inquired about people splitting lots. Ms. Hartley replied later in the draft it talks about lot splits and lot line adjustments. She stated that it could be done administratively if they meet certain criteria. She explained that once this was done staff can send a letter to the County tax office to tell them what the City's policy is. There was some discussion about this and the proposed 1.03.05.

Mr. Jeffrey Tomassetti, 406 Ash Street, explained that when he read the language it wasn't limited to a house that is built in the middle of the two lots. He presented an example of two 50 by 100 lots and one is vacant and the other one has a house on it. He explained that if he had a fence around the perimeter and reading the language merely putting a fence around the perimeter of the two lots combines them into one building site. He stated that he thought this was a very dangerous precedence, because there could be two vacant 50 by 100 lots that someone has put a fence around the perimeter. He commented that this would be affecting people that think that they have a land bank of a house site. He explained that he thought the intent was when the primary structure is over the lot line. He stated that he would like to see this rewritten. City Attorney Braga explained that the case that went to court was exactly the situation where there was a fence over the lot line and it was upheld that it was still the building site. She stated that it was considered part of the building site and therefore it was deemed to be one building site. She pointed out that (C) allows that if it is deemed that there is a hardship they can come before the City Commission for an Ordinance and the City Commission can undo it. After some discussion about the proposed language, Member Conger inquired if it had to be done by Ordinance. City Attorney Braga replied that it could go to the Board of Adjustment (BOA), because that is still a quasi-judicial public hearing. Member Conger suggested that it should require application to the BOA. Chairman Bennett inquired about enforcement on this. Ms. Hartley replied most cases are when people are demolishing a structure and wanting to build two. She stated that it would be regulated with the demolition permit. Member Beal explained that he didn't think a fence should be included. *The consensus of the board was to accept the proposed 1.03.05, but to remove fences and remove ordinance from (C) and replace it with the Board of Adjustment.*

Ms. Hartley read 1.05.01(E) from the City Attorney's memo and clarified that if it is not permitted then it is prohibited. Member Beal inquired if there needed to be a provision for remedy. City Attorney Braga stated that the remedy would be to draft an amendment to the Land Development Code that would deal whatever it was that they were suggesting. Ms. Hartley commented that it would be a text amendment to the code. After some discussion about the proposed language,

Member Wilking suggested wording that if a particular application is not addressed a text amendment can be administered through the Planning Department. City Attorney Braga stated that it could be "modification to this code may be requested to address the specific item." Ms. Hartley pointed out that the Planning Department has an application and a fee set for text amendments to the Comprehensive Plan and the Land Development Code. Chairman Bennett inquired if this would be one of the things for the City Manager to ok. Ms. Hartley replied no and explained that it would be just like doing a text amendment to the Comprehensive Plan.

Mr. Jeffrey Tomassetti commented that the land use and development of the City operates under Federal laws, State laws, the Comprehensive Plan, and the Land Development Code and things mentioned in these are also permitted things. City Attorney Braga noted that the Florida Department of Transportation (FDOT) green book was going to be incorporated, the Florida Department of Environmental Protection (FDEP) manual, etc. would be incorporated so that kind of specific things would not be disallowed. She suggested the addition of "or incorporated references". *The consensus of the board was to accept the proposed language with the addition.*

Ms. Hartley read the revised definition of Certificate of Appropriateness from the City Attorney's memo. After a brief discussion about this definition, Mr. Mike Harrison, 820 Someruelus Street, commented that the language appears to allow the City Manager to issue a Certificate of Appropriateness without reference to the Historic District Council (HDC). City Attorney Braga clarified that is staff approval, which was what the City has now. She explained that there are certain items that staff approves. *The consensus of the board was to accept this change.*

Ms. Hartley referred to the matrix and pointed out that she added a new definition for kitchenette. She noted that people still want to have some kind of garage apartment or guesthouse so by having a limited kitchen facility takes away some of the possibility of it being used as a rental unit, but still allows a relative or helper of the household to have some independence on site. Chairman Bennett stated that he thought for hotel/motel the board suggested language reflecting no kitchens. Member Bradford commented that he thought it was limited to microwaves. Chairman Bennett stated that he thought the definition of kitchenette was fine. *The consensus of the board was to accept this definition.*

Ms. Hartley read "building height is the vertical distance from finished grade to the highest point on the structure." Chairman Bennett referred to the minimum floor elevation and commented that going down to the beach where they are 14 feet above the ground on stilts then all of a sudden the City was going to start measuring there up 35 feet, which is not the way it is done today. Mr. Sullivan explained that staff was going to put the wording directly from the Ordinance #2005-15. He referred to page 115 grade, finished and read this definition to the board. Member Conger commented that grade, finished still allows fill to be put in on a lot. He expressed his concern with this. Ms. Hartley explained that in a flood plain they can't do that. Member Conger stated that he didn't think this was prohibitive enough about a builder being able to do anything that he wants. Mr. Sullivan pointed out that the permitting process has tightened up since then. He explained that his note and the Building Official's consensus was that they'll keep an eye on the amount fill. Member Conger questioned if that was part of Technical Review. Mr. Sullivan replied Technical Review, Site Plan Review, and keeping a better eye on clear and fill permits. Ms. Hartley explained that fill is part of the building permit and they would not be able to get a grade and fill permit without a building permit. After some further discussion about this, City Attorney Braga noted a "finished grade" definition and there was also "grade, finished". Ms. Hartley stated that it should be "grade, finished". She pointed out that "finished grade" would be removed. Member Conger questioned if there were restrictions in place on how much you can fill. Ms. Hartley replied there is no Ordinance that says you can only put

one truckload of dirt on your lot, because it depends for every lot site. She explained that for flood prone areas they have to elevate their structure and that is addressed. There was some discussion to clarify this.

Member Conger questioned where 35 feet begins (ground level or at the first level above the pilings). Ms. Hartley replied if they are elevating the house it begins at the ground level. There was some further discussion about the definition of building height and what constitutes an exterior wall to include verbiage about load bearing. Chairman Bennett explained that he had a note that there would be additional language added. He commented that the PAB has the responsibility to get this right. He pointed out that this draft does not incorporate all the changes that the PAB spent months going over. Ms. Hartley explained that not everything the PAB agreed to was a consensus of the City Commission. *The majority of the board agreed to add language for load bearing or pilings to the definition.*

Ms. Hartley read the definition of public beach access as shown on the matrix. After a brief discussion, *the consensus of the board was to accept this definition.*

Ms. Hartley read from the matrix that for table 2.00.00 to remove X from RLM under LDR and clarified that you can't have a zoning with a density higher than the land use. After a brief discussion, *the consensus of the board was to accept this change.*

Ms. Hartley read the proposed change to 2.01.03 as shown on the matrix. She clarified that staff recommended removing "single-family attached homes may be allowed through the PUD process", because if they meet the density on a unified development site why do they have to have a PUD to have two family structures. After a review of this change, *the consensus of the board was to accept removing the sentence.*

Ms. Hartley referred to revised table 2.03.02 and pointed out the changes. She explained that some were things that were talked about at the last hearing as things that weren't added in from the old code. She stated that some things were things that were consistent with the land use. Chairman Bennett inquired which were not in the old code. Ms. Hartley explained that automotive rental agency and bakery plant were stricken out in I-2 because they are inconsistent with the Comprehensive Plan. Chairman Bennett pointed out that bed and breakfast used to be in R-3 was permissible subject to supplemental standards, but was now out. Ms. Hartley corrected this to be a scratch out for R-2 and an "S" under R-3. Ms. Joan Cory questioned where I-1 and I-2 were. Ms. Hartley pointed out on the map where I-1 and I-2 would be and explained that I-1 would include Smurfit-Stone Container Corporation, Rayonier, and the Airport. There was a review and discussion about what was shown on the map.

Ms. Joan Cory noted that the definitions of I-1 and I-2 are going to have to be changed and the intent of the district is going to have to be changed from what it currently says. She commented that it is an all purpose district with I-1 and when it comes to IW waterfront there is no place that says I-2 uses on the waterfront shall be water dependent and water related. She explained that was what the old IW said in the Comprehensive Plan. She stated that it wasn't demonstrated to her that changing the waterfront to I-2 was in compliance with the Comprehensive Plan. Ms. Hartley explained that the way the code currently reads is that anything that is adjacent to the water is water related. Ms. Cory pointed out that the Comprehensive Plan says industrial waterfront provides industrial activities that require waterfront locations. She stated that it allows other uses if they are directly related to the port functions. She explained that the intent of the Comprehensive Plan and Land Development Code is to reserve the waterfront for water dependent and water related uses. She commented that the new I-2 is

really throwing away the chance of maintaining a working waterfront. There was some discussion about the issues raised about the waterfront.

Ms. Hartley clarified that she attempted to amend the table under I-2 to reflect the uses that would be Port or Marina related. Member Wilking inquired if the City loses a category in the whole mix of things. Ms. Hartley replied yes. She noted Ms. Cory's point of mixing together heavy industrial with heavy commercial, but that does make it consistent with the Comprehensive Plan. She explained that if you recognize that across the United States industrial is a declining economic base then you at least have some kind of commercial option for the industrial land. Member Wilking expressed his concern that with I-1 there is a lot of gray area (Smurfit, Rayonier, and the Airport) and one thing that sticks out is the adding of the lodging accommodations. He explained that this basically tells all the City's heavy industry that if they want to make another Hilton or Ritz that could be stamped approved. He questioned if that was what the PAB wanted to do. Chairman Bennett stated that he didn't know that the City needed that third designation just for those two areas. He noted that industrial is a declining use. He inquired about have a zoning category for those two very large industrial use properties.

Mr. Lovick Sudduth, 9 Marsh Hawk, pointed out that the Gillman Paper site in St. Marys had been sold and that property would be made primarily into residential, marinas, etc. He stated that under the City's light industrial they would not be able to do anything that would make sense on that large of a site. He commented that they would have to rezone that property for a multitude of uses.

Member Conger commented that looking at the color map and I-2 and reading the definition of I-2 it doesn't seem to be equitable to the vision of the Waterfront Committee. Ms. Hartley explained that the PAB would be hearing a series of land use and zoning changes next month to address exactly what Member Conger was referring to. She stated that right now there are three separate industrial zoning districts and they were compressed into two districts.

Mr. Shannon O'Conner, 2440 Lynndale Road, explained that their property is one of the largest ILW zonings now in the City. He stated that this came to issue back in the late 1970's where their property was zoned IM and then down zoned to ILW. He commented that he thought the waterfront was going to have to be separate with possibly the mills separate and then the other ILW now would have to be separate as well. He stated that this is trying to lump a multitude of different uses into smaller areas, which may not be applicable. He agreed that the mills do not need to be in ILW. He commented that one of his big tenants is leaving to go to Gurney Illinois. He explained that this is going in another circle back to where they were in the late 1970's. Ms. Hartley pointed out that the way the Comprehensive Plan is worded one land use industrial designation is waterfront type stuff for the Port and Marina and everything else is industrial. She stated that she had to rework this to fit the Comprehensive Plan. There was some further discussion about this table and whether to stay with three districts and do a Comprehensive Plan amendment or to condense down to two districts to be consistent with the Comprehensive Plan.

Mr. Steve Colwell, 1708 Ruskin Lane, explained that he sat on the Waterfront Taskforce for a year and he believed that their recommendation was I-2/C-3 for the waterfront. Ms. Hartley stated that the City is constrained by the Comprehensive Plan in adding residential there. She explained that she worked something out with the State to allow for density transfer, but the board would hear that next month.

Ms. Cory inquired if the City has been out of compliance all these years by having M-1, ILW, and IW as industrial zones. Ms. Hartley replied the City has had non-conforming uses across the board, but that was true for every land use. She commented that basically 60% of island was non-conforming to

the Comprehensive Plan. Ms. Cory questioned if the waterfront was left IW, change ILW to I-1, and change M-1 to I-2 relating to the same Comprehensive Plan why would that be a problem. Ms. Hartley explained that when the City adopts new Land Development Regulations they have to be consistent with the Comprehensive Plan. After a brief discussion about the process that has been followed, Member Wilking noted that nothing is perfect in every zone. He inquired in terms of what has to be done to fit the Comprehensive Plan was I-1 and I-2 a good solution right now or would it cause bigger problems down the road. Ms. Hartley explained that the text in the table provided to the board fits the text of the Comprehensive Plan. She stated that she was not saying it was going to match what is on the ground. Member Wilking inquired if this was the best that could be done now given all the variables. Ms. Hartley replied yes. She explained that this could be adopted now and do a land use study to fix the land use to match what is on the ground later. She stated that at least there would be two consistent policies and that may be the best that can be done. Member Wilking expressed his concern about the time it has taken to get to this point and noted that there is a point that if it can't be done then it has to go back to the drawing board.

Mr. Chuck Hall, 315 Calhoun Street, explained that in his mind I-2 was the light gray area along the waterfront. He stated that looking through the matrix for I-2 everything seems to be fairly acceptable. He commented that he assumed that the big issue was with I-1, because it seems to include almost everything. Member Conger expressed his opinion that I-2 doesn't fit the area on the map whatsoever other than a couple of shrimp boats. He commented that looking forward to waterfront development that would have recreational, shops, and restaurants to make it into a viable waterfront for the people. Chairman Bennett pointed out that the other thing is there are a number of items that have been added and deleted in this table. Ms. Hartley read that industrial uses include manufacturing, assembling and distribution activities, warehousing and storage, general commercial, and other similar land uses (from Comprehensive Plan). She explained that she had to fix the table to match this language. There was some further discussion about I-1 and I-2 zoning districts.

Member Conger pointed out that the definition of I-2 does not match up with what is down there and what he thought people want to be down there. Ms. Hartley noted that the plan said C-3 and pointed out that someone would have to apply to have it changed to C-3. She explained that C-3 allows for mixed-use residential/commercial/marina. Chairman Bennett inquired about the CRA area. Ms. Hartley replied not all of it. Chairman Bennett suggested looking at this subject at a later date. There was an extensive deliberation about how to proceed noting that the draft LDC has to be in compliance with the Comprehensive Plan.

Ms. Julie Ferreira commented that the Planning Department and the PAB needs to be thinking about what is going to happen in the future. She stated that this is the moment to think ahead and not just rubber stamp something because it is going to meet the Comprehensive Plan. Member Condit agreed with Ms. Ferreira and expressed his concern about lodging. He commented that there are also other issues. Member Beal inquired about proper procedure. He questioned if this is adopted in compliance with the Comprehensive Plan and then change the Comprehensive Plan and this or make a statement now by not accepting this. Chairman Bennett noted that some of these uses would be compatible with the items the board talked about for the Airport and lodging facility, but they are certainly not compatible with some of these other areas. Member Bradford inquired about the criteria to change the Comprehensive Plan. Ms. Hartley explained that the City would have to show if we are going to change the uses in each land use that it meets what is on the ground. She stated that the City would have to do a land use study. Member Bradford questioned if there are certain windows of opportunity to do this. Ms. Hartley replied twice per calendar year to do a large-scale amendment to the Comprehensive Plan. She pointed out that the City has one more chance in 2006. Member Wilking explained that he saw I-1 and I-2 as a whole separate issue. He agreed with Ms. Ferreira that

these are huge areas and if we permit just about anything in the Smurfit and Rayonier zones that the City has to be extremely careful, because once it is given to them you can't take it away. Ms. Hartley clarified that this should be a two step process, because she didn't want to throw away all the work that has been done just because Smurfit might close their doors in 5-years and the City would get a hotel. She stated that this draft could be adopted as is, recognize that there is a problem, do a text amendment to the Comprehensive Plan, and then go back and amend the code. Chairman Bennett disagreed and commented that the City rushed through to get the land use done and now the City still has not solved the problems and has created more problems. He questioned why adopt something that doesn't work. He agreed that the Land Development Regulations that the City has now may not work, but they have been working for a long time. He expressed his opinion that they can work until some of these issues are worked through. He stated that the City needed to control these two properties for future planning. There was some further discussion about how to proceed.

Mr. Bill Moore, 5457 Marsh View Lane, noted that the staff made a recommendation regarding how to make the zoning consistent with the Comprehensive Plan. He stated that ought to have great weight. He noted the concerns about the two large tracts of land with the mills that might be redeveloped sometime in the future. He commented that those sites are not suitable for the fear that has been expressed of a big resort, because it allows commercial uses and some lodging, but it doesn't allow for any housing or a lot of mixed uses. He explained that he didn't think what staff recommended would allow any huge door to open for people to take advantage of what you've created.

Mr. Mike Spicer, 1505 Lake Park Drive, stated that the course to change the Comprehensive Plan first makes the most sense to him and seems to be in line with what the citizens feel too.

The board took a brief recess at this time.

A motion was made by Member Conger, seconded by Member Beal, to seat alternate Member McClenning. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.

Ms. Hartley explained that the ILW uses under the current code and allowable uses under Industrial Manufacturing (IM). She pointed out basically the City already has a light industrial and heavy industrial manufacturing mixed use anyway. She suggested that the board figure out whether or not to allow for lodging under I-1 and then move on. After some discussion about this, Chairman Bennett requested direction from the City Attorney. City Attorney Braga stated that if the industrial areas are the ones that everyone is uncomfortable with then just table that section and move onto the rest. She explained that then it could be readdressed at a different meeting. **A motion was made by Member Conger, seconded by Member Bradford, to table industrial until another meeting. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

Ms. Hartley referred to the City Attorney's memorandum #4 and read this into the record. City Attorney Braga explained that this addresses the issue that was brought up earlier. She stated that it would name the specific manuals that would be referenced. *The consensus of the board was to accept this revision.*

Ms. Ferreira commented that she looked at some houses along the beach and it seemed to her that at a certain minimum grade above sea level shouldn't houses and dwellings be required to be built on stilts with knock away walls. Ms. Hartley explained that the Coastal High Hazard Area is not defined by a flood zone, but defined by A1A (a transportation route). She stated that it doesn't make sense to

require structures that are at 65 feet elevation to elevate on stilts. She explained that staff was proposing that it just be in special flood areas. City Attorney Braga noted that Ms. Ferreira was referring to the next page of the memorandum #5. She questioned if the reference to the coastal high hazard should be removed. Ms. Hartley replies yes and explained that it should say "special flood zone". City Attorney Braga noted that "special flood hazard" was defined on page 1-14. Chairman Bennett requested clarification because at one point the Coastal High Hazard had nothing to do with the flood map, but now it was back. Ms. Hartley clarified that staff wanted to delete all of the section that talks about Coastal High Hazard area, except for policy 3.01.05(A) (1) and that would be moved under "Special Flood Zone". Ms. Ferreira inquired what it does to planning if the City removes all references to Coastal High Hazard Zones and the City is concerned about the density in the Coastal High Hazard Zones in the future. Ms. Hartley explained that this language talks about elevating structures not density. She stated that what Ms. Ferreira was talking about is a Comprehensive Planning issue not a structural building issue. She stated that she wanted to delete this entire section of Coastal High Hazard area in the code, but it was staying in the Comprehensive Plan and that is what is going to control density. She explained that this section that talks about Coastal High Hazard area talks about elevating structures and it doesn't make any sense, because one doesn't have anything to do with the other. Chairman Bennett inquired if there was language in other areas about breakaway walls. Ms. Hartley replied yes and explained that it was already in the Special Flood. Chairman Bennett questioned about for no fill permitted for structural support. Member McClenning replied that was in 3.01.04. Ms. Hartley pointed out that (C) talks about breakaway walls and elevated buildings. Chairman Bennett commented that he was apprehensive about deleting a whole section without knowing where these items may be found in other areas. Mr. Sullivan referred to page 3-4 and read that in the 100 year flood plain solid foundation perimeter walls be used to elevate a structure opening sufficient to facilitate the unimpeded movements of flood water shall be provided. Ms. Hartley explained that the fill policy was in 3.03.01(A). There was some further discussion about removing this section. *The consensus of the board was to accept items #4 and #5 as presented in the City Attorney's memo.*

Ms. Hartley referred to 3.02.02 in the matrix and read the proposed changes. Chairman Bennett inquired if there was discussion at the last meeting to include their language for the list. Ms. Hartley replied that was basically what she did. Chairman Bennett commented that the original language talks about the County Construction Control Line. Ms. Hartley replied that was a typo and explained that the Coastal Construction Control Line (CCCL) is established by the Department of Environmental Protection (DEP). Member Conger questioned why remove the 1,000 feet. Ms. Hartley replied because the line is already set. She stated that anything seaward of the CCCL is Coastal Protection Zone (CPZ). Member Conger commented that there were problems with people building 45-foot buildings near the beaches and it was a good deterrent for that. Ms. Hartley pointed out that 800-feet from the high waterline you are still only allowed to be 35 feet. After some discussion about this, Mr. Sullivan suggested changing the 800-feet from the high water mark to the CCCL for no building higher than 35 feet. Mr. Jeffrey Tomassetti stated that the mean high water mark is definable. He explained that surveyors do it all the time and the applicant has to get it. He expressed his opinion that it should be kept as it is. There was some discussion about the mean high water line.

Mr. John Proctor, 731 Tarpon Avenue, explained that he owns a property that there was a question about the 800 feet from the mean high water mark and within the last few weeks the surveyor determined the distance from the mean high water mark. He commented that it cost him a little more money, but the mark was no mystery to the surveyor. He noted that the mark was an average over a period. He expressed his opinion that there is nothing wrong with the reference to the mean high water mark.

Ms. Joan Cory, 408 Beech Street, questioned if the proposal was to get rid of the Coastal Upland Protection Zone (CUPZ). Ms. Hartley replied correct. Ms. Cory commented that the CUPZ appears to be in the Comprehensive Plan. She explained that if this 1,000 feet is thrown out landward from the CCCL it is taking away a lot of protection for the secondary dunes and its vegetation. She stated that it appeared to be in conflict with the Comprehensive Plan. Ms. Hartley explained that the problem was that the way the code was worded it exempted everybody from that provision, because if they had any kind of utility or infrastructure they were exempt. She pointed out that the beach is 95% built out. She stated that the language could be put back in, but everyone would be exempt all over again. There was some further discussion about this.

Ms. Patricia Borns, 314 New Street, commented that it in the history of Daytona Beach its beachfront started out mostly with homes like Fernandina Beach, but now hotels have replaced them all. She stated that it might not be bad to leave it in because there is going to be another wave of development eventually on the waterfront. Ms. Hartley stated that it is not on the waterfront or oceanfront. She explained that the three hotels that the board talked about last week the one that would be affected by this policy is the piece of property that already has a building on it. She stated that the Kuitems case was beyond the CCCL and the other one on Sadler was beyond that area. Member Wilking suggesting going with staff's recommendation. Member Condit agreed. Member Beal agreed.

Ms. Ferreira noted that staff's proposal concedes jurisdiction to proper permitting agencies. She explained that she had a hard time giving away home rule and going to St. Johns River Water Management District, DEP, etc. that are becoming more politicized. She stated that she would like to see some concession given to home rule that the City could make decisions for itself without turning it over to permitting agencies. Member McClenning pointed out that it is required. She provided clarification of what staff's recommendation was. There was some discussion about this proposed change. *The consensus of the board was to accept this revision to 3.02.02.* Member Conger pointed out a lettering correction on the matrix.

Ms. Hartley read 3.03.03 from the matrix and clarified that this is what the City currently practices. Chairman Bennett inquired if the City didn't want someone to mitigate a property, but the permitting agency approved the mitigation where would that put the City. Ms. Hartley pointed out that the board voted on one a month ago and allowed it to be altered. She explained that there are some properties out there that are entirely wetlands. She stated that to not allow them to build anything on their property means the City needs to pay them fair market value for that property. City Attorney Braga clarified that it would be a taking issue if they can get a permit from another agency and the City won't allow them to build anything. After some discussion about this, Ms. Joan Altman, 212 Estrada Street, suggested putting a clause in if it could have an affect on a neighborhood. She related an example of an area that each had ¼ acre of wetland in an undeveloped area and each individual was allowed to fill the area. She commented that you are losing something environmentally sound that is very important to the rest of the area. She questioned how to determine what is large enough to be allowed to be filled and what isn't. Ms. Hartley replied the Army Corps determines that. Ms. Altman stated that the Army Corps, St. Johns, and the other agencies allow a certain amount of these decisions to be made by the City. She explained that small wetlands are very important to the survival of the community. She provided some further comments about having a stronger home rule to not allow them to fill wetlands. There was some deliberation about 3.03.03 regarding filling wetlands.

Member Wilking questioned if all the other agencies approves a permit, but the City disapproves it what ground does the City have to defend that disapproval. City Attorney Braga stated that she

thought the City would have legal issues. She explained that the City doesn't have the staff to make those kinds of determinations. Ms. Altman stated that she thought there should be a limit to the size or the amount in a certain area. She commented that there is a lot of undeveloped land like that because it is wet. Chairman Bennett stated that he thought the City should have some input to that. Ms. Hartley stated that if the board goes that route then it should say no fill and then it would have to be fought out in court. City Attorney Braga pointed out that there are situations where it could be an isolated wetland that doesn't contribute to the overall, because it is not draining anywhere. She commented that she was sure there were some areas like Ms. Altman mentioned that are very valuable, but the City does not have the expertise in-house to look at this and make an intelligent determination. There was some further deliberation about 3.03.03 regarding filling wetlands noting that there needs to be a defensible standard for this.

Member Conger suggested language that: "unless the following three conditions are met: 1) concurrency with surrounding neighborhood 2) approval by the City 3) DEP, Corps of Engineers, and/or St. Johns River Water Management District". Ms. Hartley questioned what the City's standards for approval were. Member Conger stated that staff would have to come up with that. There was some further discussion about wetlands and a suggestion was made to reinstate an Environmental Advisory Board for cases like this. There was a brief discussion about where to stop this meeting and the consensus was to stop before going into Chapter 4.

Member Wilking commented that the City can set up all the boards it wants, but if a property owner has permits to fill or do some construction on a wetland from St. Johns, DEP, Corps of Engineers and then the City says no it seems like a futile effort. He stated that the property owner would file a case against the City for taking property. He explained that it doesn't seem like the City would have a whole lot of defensible position in that realm. Member Condit agreed with Member Wilking and noted that the City was not in a position with expertise to make a decision on this. He commented that he hated to defer the whole thing and would like to have an opportunity to have a look at them. Chairman Bennett explained that if there were an Environmental Board and before they turn it down there would be some justifiable data or evidence that would go along with the application.

Mr. Tomassetti questioned if there was a way to send the City's recommendation to these other bodies and then still let them decide. Member Bradford commented that a lot of times it is subject to approval by the agency. Mr. Tomassetti suggested that the board could request the agency consider their concerns. There was some discussion about this suggestion.

City Attorney Braga referred to language in (C) (3) on page 3-13 and explained that this is a requirement that the developer submit this information. She stated that the City would have to get its own consultant to review it and then it could be brought here for a permit that would be passed on. There was some further discussion about this subject noting that the City doesn't have the expertise for this. There was also discussion about the City having a consultant to review the information submitted by the applicant.

City Attorney Braga questioned the difference between someone having to go to St. Johns versus DEP. Mr. Sullivan replied that it depends on where it is. Ms. Altman stated that she thought the agencies would cooperate with the City and could copy the City on every permit that is asked for. Ms. Hartley pointed out that it is available online. She stated that staff could come back to the board with some criteria.

There was some discussion about the next meeting to review Chapters 4, 5, and 6 noting that the members were to review all the materials presented by the staff prior to the meeting.

Mr. Harrison inquired if the changes recommended at the December meeting were incorporated into the revised draft. Ms. Hartley replied that they are either in the draft or the matrix. There was a brief discussion about this. Member Conger requested staff to notify members when information is available for review prior to the next meeting.

Ms. Hartley referred to the February meeting and explained that staff decided because of the size of the agenda to split it up into two meetings in February. She clarified that the first meeting would be February 8th and the second would be February 22nd. There was a brief discussion about the upcoming meetings.

IV. Adjournment

There being no further business to come before the Planning Advisory Board, the meeting was adjourned at 9:21 p.m.

Mark Bennett, Chairman

Paul Condit, Vice Chair

d. Subdivision of land: Land development regulations shall provide for the division of land and the design of platted development projects.
e. Buffering/Screening: Site design and compatibility standards shall require that land uses which are potentially incompatible, either due to type of use or intensity of use, be buffered from one another through the provision of open space, landscaping, berms, site design techniques, or other suitable means.
f. Regulation of the development of flood-prone areas: Standards shall limit the use and development of land in flood-prone areas and shall be incorporated as part of the Municipal Code.
g. Coastal Upland Protection Zone (CUPZ): Standards shall limit the type, location, and intensity of use in order to protect the integrity of the coastal upland area.
h. Building Height: The height of new structures shall be consistent with the heights of existing development. In all zoning districts, the maximum height of any building located within 800 feet of the mean high water line of the Atlantic Ocean shall not exceed thirty-five (35) feet.
i. Maximum Building Size: Standards shall limit the gross square feet of a single building in order to ensure compatibility with development throughout the City.
j. Maximum Impervious Surface Area: Standards shall limit and mitigate the amount of impervious surface area on any lot in order to protect environmentally sensitive lands, preserve the existing topography, and reduce strain on the stormwater management system.
k. Parking Standards and Design: Maximum parking spaces requirements shall be incorporated in the code in order to reduce unnecessary use of land for parking requirements, to reduce the amount of impervious surface area on any lot and to minimize the amount of stormwater drainage required. Parking shall be designed utilizing Low Impact Development (LID) strategies and reduce the amount of impervious surface area necessary for parking.
l. Historic Preservation: The City shall continue to preserve and enhance its existing Historic District areas through regulations which promote on-going maintenance of public infrastructure and civic, governmental, commercial and residential structures.
m. Landscaping Requirements: The City shall direct minimum landscaping percentages and promote use of native, drought- tolerant, Florida-friendly plant materials.
n. Tree Preservation Requirements: In an effort to maintain and enhance its existing tree canopy, the City shall adopt a no-net loss policy for tree removal. All trees removed should be replaced or mitigated in order to prevent loss of the City's existing canopy. The City shall replace street trees and parks/open space trees that may need to be removed due to their deteriorating or hazardous condition.

POLICY 1.02.06.

The City shall assure that specific density assigned to new development and redevelopment is compatible and consistent with established residential development patterns and provides equitable use of the land. Criteria to be considered in allocating density shall include, but not be limited to, the following:

a. Protecting the integrity and stability of established residential areas;
b. Assuring smooth transition in residential densities;

c. Encouraging commercial and residential mixed use development patterns;
d. Recognizing and being sensitive to the character and form of the surrounding neighborhoods; and
e. Requiring application of low impact development (LID) principles, native and drought tolerant landscaping and urban design principles and practices; and
f. Encouraging connectivity of pedestrian walkways and bicycle paths on and off site.

POLICY 1.02.07.

The City shall implement the Fernandina Beach Comprehensive Plan in a manner that acknowledges private property rights.

POLICY 1.02.08.

Stable or established residential areas shall be protected from encroachment by incompatible development by establishing and increasing the amount of mixed use transitional areas. This policy does not preclude necessary community facilities from locating within residential areas when such activities satisfy the criteria established in the City's comprehensive plan and land development regulations.

POLICY 1.02.09.

The City shall provide for the orderly transition of incompatible uses. Where infeasible to separate incompatible uses then, buffering and mixed use transition areas shall be required to promote a smooth land use transition. Any potential adverse impacts caused by incompatible land uses located adjacent to each other shall be minimized by drought tolerant and native landscaping, low impact development strategies and buffer requirements.

POLICY 1.02.10.

The City shall protect privacy and access to light, air, and open space. The City shall consider regulations such as building placement on a site, building design, and building orientation as one means to achieve this policy.

POLICY 1.02.11.

The City shall implement the PUD as an overlay zoning district.
The purpose of a PUD overlay zoning district shall be to:

a. Improve the use of land where topography does not permit the application of the standard grid pattern subdivision of land; or
b. Introduce more than one (1) land use within a mixed use development, for example, recreation and commercial activities within a residential development; or
c. Allow more than one (1) housing type within a residential PUD; or
d. Allow innovative arrangements of uses and buildings that are not permissible in the underlying zoning district; or
e. Cluster homes, businesses, and other uses within a development to improve the efficiency of supporting infrastructure; and
f. Incorporate energy efficiency and other conservation measures that meet recognized green building standards into the design and construction or rehabilitation of structures.
g. A PUD overlay zoning district shall be allowable in the following FLUM categories: LDR, MDR, HDR, ORMU, and GC. The land uses within any

RALF BROOKES

Board Certified* in *City County and Local Government Law by The Florida Bar

Ralf G. Brookes, Attorney. 1998-present. Local government law practice - Representing local governments, public and private sector clients, public interest groups and not-for-profit organizations. land development regulations, comprehensive plan amendments, settlements, development agreements, administrative proceedings on local, state and federal agency permits, approvals, challenges and appeals in state and federal courts, state agencies, counties and municipalities.

CITY ATTORNEY EXPERIENCE:

- **City of Naples, Florida,** City Attorney (of Counsel The Vose Firm) 2021-present
- **Town of Yankeetown, Florida,** (Levy County, population 760) City Attorney 2006 – present
- **City of Madeira Beach, Florida** (Pinellas County, population 4,406) City Attorney 2017-2020
- **City of St Pete Beach, Florida** (Pinellas County, population 10,086) City Attorney 2007-2008
- **City of Bradenton Beach Florida,** (Manatee County, population 1,536) 2004 – 2009

As City/Town/CRA Attorney: Meet with and advise City Manager and Departments; Municipal Law; Contracts, RFQs/RFPs; Disputes, Litigation, Comprehensive Plan Amendments, Land Development Code Amendments and review of development application, variances, planned developments, development agreements; legislation, ordinances, audits, sunshine law, public records law; grants, government and public works projects.

COUNTY ATTORNEY EXPERIENCE:

- **Monroe County (the "Florida Keys") - Land Use Litigation Counsel** (1992-1998) Representing Monroe County Florida in land use litigation in state and federal courts, serve as counsel for Growth Management Division, counsel for Planning Department, Planning Commission and Code Enforcement; prepared and defended vacation rental ordinance, noise ordinances, resolutions and land development regulations, development agreements, comprehensive plan amendments, defended Monroe County in state and federal court.
- **Sarasota County Assistant County Attorney** (1990 – 1992) Advise County Attorney, Board of County Commissioners of Sarasota County; Planning Commission, Planning, Natural Resources, Code Enforcement, Solid Waste Departments, interagency and interlocal agreements; Pollution Control

EDUCATION:

University of Florida –Law School Gainesville, Florida, Juris Doctorate (J.D. 1988)
- Jessup's Cup Moot Court Team;
- UF Law Center for Governmental Responsibility Fellowship

University of Miami - Bachelor Science Degree, Marine Sciences & Geology, Coral Gables, (B.S. 1985)

TEACHING:

University of Florida Law School – Conservation Clinic and Env and Land Use Law Program,
Practitioner in Residence 2013 under direction of Professors Ankersen, Flournoy and Hamann

Florida Gulf Coast University (FGCU) - Adjunct Professor Env Law (2005 – 2014)
Environmental & Land Use Law Masters of Public Administration Program PAD 5620.

PROFESSIONAL:

Board Certified: **City, County and Local Government Law** by The Florida Bar – **2004 to date**
Admitted to Florida Bar – 1988 (Over 22+ years as member in good standing)

City of Fernandina Beach

204 Ash Street, Fernandina Beach, Florida 32034

DEMOLITION - RESIDENTIAL PERMIT

Permit Number: **DEMR-2022-0092** Issue Date: **05/17/2022**

Job Address: **2754 BAILEY RD, FERNANDINA BEACH, FL 32034**

Parcel: **00-00-30-044B-0076-0010**

Owner: **SCOTT ROAD PARTNERS LLC**

Contractor: **Terry Dennis**
904-429-4800

Final to be made after all demolition, debris removal and grading is complete.

Special Inspection: Initial inspection to be made after ALL utility connections have been disconnected and secured in such manr no unsafe or unsanitary conditions shall exist during or remain after demolition operations.

PER BUILDING OFFICIAL - STATE DOCUMENTS AND ASBESTOS SURVEY MUST BE RECEIVED BEFORE DEMOLITION STARTS. PERMIT VOID SIX MONTHS AFTER DATE OF ISSUE. ALL PERMITS SUBJECT TO INSPECTIONS.

Contact Debris Site 24 hours prior to delivery for Site preparation.

TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTENT TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

Notice: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of the County, and there may be additional permits required from other government entities.

: MUST BE POSTED IN A CONSPICOUS PLACE - (See sec. 108.2 Building Code)

MAP SHOWING SURVEY OF

BOUNDARY, TOPOGRAPHIC AND TREE SURVEY OF
Lands described in that Title Commitment prepared by First American Title Insurance Company, dated 11/25/2021 at 8:00 am, issuing agent: Wood & Smith, P.A., Agent's File No. 21-203023

All of Lot 76 of OCEAN BREEZE FARMS. a subdivision of a portion of Sections 3 and 5, Township 2 North, Range 28 East, Nassau County, Florida, according to plat of said Subdivision recorded in Plat Book 2, page19, public records of said Nassau County, Florida.

Less the Westerly 10 feet of said Lot 76 which was taken to widen Bailey Road, and also Except that portion thereof conveyed to Nassau County in Book 77, page 520, Book 78, page 525, and Book 79, page 307, public records of Nassau County, Florida.

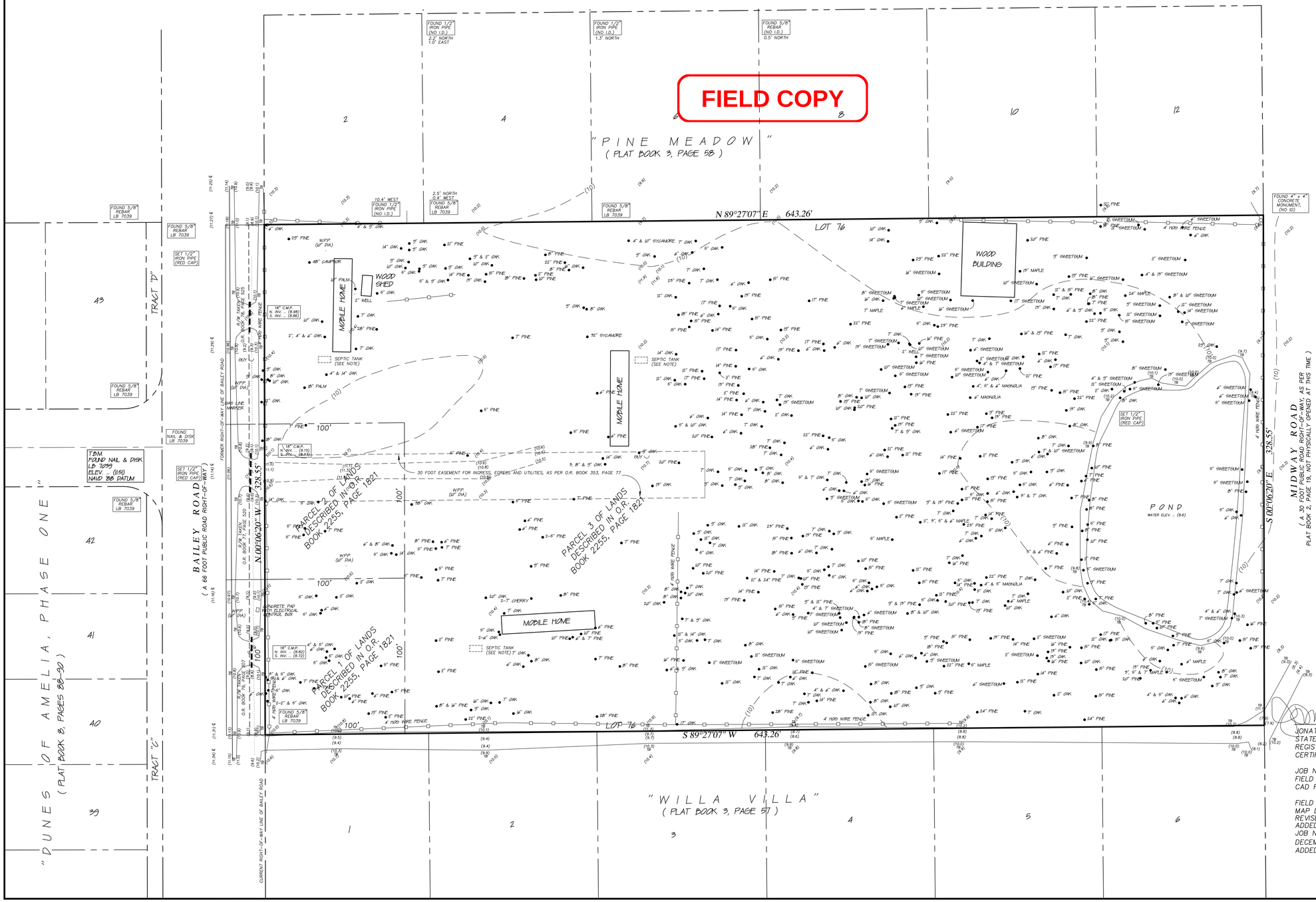
CERTIFIED TO:
SCOTT ROAD PARTNERS, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY;
WOOD & SMITH, P.A.

0 30 60
GRAPHIC SCALE
SCALE: 1" = 30'

SURVEYOR'S COMMENTS TO THE SCHEDULE B, PART II EXCEPTIONS LISTED IN THE FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT DATED 11/25/2021 @ 8:00 AM, ISSUING AGENT: WOODS & SMITH, P.A., AGENT'S FILE No. 21-203023

11. EASEMENT FOR INGRESS, EGRESS AND UTILITIES IN BOOK 353, PAGE 77.

SURVEYOR'S COMMENT: THIS EASEMENT DOES AFFECT THE SUBJECT PROPERTY AND IS GRAPHICALLY SHOWN ON THE FACE OF THIS SURVEY.


FIELD COPY
"PINE MEADOW"
(PLAT BOOK 3, PAGE 58)
"DUNES OF AMELIA, PHASE ONE"
(PLAT BOOK 8, PAGES 88-90)
"WILLA VILLA"
(PLAT BOOK 3, PAGE 57)
BAILEY ROAD
(A 66 FOOT PUBLIC ROAD RIGHT-OF-WAY)
MIDWAY ROAD
(A 30 FOOT PUBLIC ROAD RIGHT-OF-WAY, AS PER PLAT BOOK 2, PAGE 19, NOT PHYSICALLY OPENED AT THIS TIME)
TRACT "D"
TRACT "C"
LOT 76
N 89°27'07" E 643.26'
S 89°27'07" W 643.26'
N 00°06'20" W 328.55'
S 00°06'20" E 328.55'
WOOD BUILDING
MOBILE HOME
WOOD SHED
POND
WATER ELEV. = (6.6)
SEPTIC TANK (SEE NOTE)
30 FOOT EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AS PER O.R. BOOK 353, PAGE 77
PARCEL 2 OF LANDS DESCRIBED IN O.R. BOOK 2255, PAGE 1821
PARCEL 3 OF LANDS DESCRIBED IN O.R. BOOK 2255, PAGE 1821
PARCEL 1 OF LANDS DESCRIBED IN O.R. BOOK 2255, PAGE 1821
FOUND 1/2" IRON PIPE (NO I.D.) 2.2' NORTH 1.0' EAST
FOUND 1/2" IRON PIPE (NO I.D.) 1.3' NORTH
FOUND 5/8" REBAR (NO I.D.) 0.5' NORTH
FOUND 5/8" REBAR LB 7039
FOUND 4" x 4" CONCRETE MONUMENT, (NO ID)
SET 1/2" IRON PIPE (RED CAP)
FOUND NAIL & DISK LB 7039
T.B.M. FOUND NAIL & DISK LB 7039 ELEV. = (11.51) NAVD 88' DATUM
18" C.M.P. N. INV. = (8.98) S. INV. = (8.86)
18" C.M.P. N. INV. = (8.62) S. INV. = (8.72)
14" C.M.P. N. INV. = (9.15) S. INV. = (8.93)
4' HOG WIRE FENCE
WPP (10" DIA)
CONCRETE PAD WITH ELECTRICAL CONTROL BOX
2 FOOT SYCAMORE
48" CAMPHOR
2 PALM
4 PALM
2 WELL
2 CHERRY
2-6" PINE
2-4" PINE
2-5" PINE
2-6" & 1-8" PINE
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ORDINANCE 2021-30

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 4.85 ACRES OF LAND LOCATED AT 2754 & 2766 BAILEY ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of approximately 4.85 acres of land located at 2754 & 2766 Bailey Road, contiguous to the City limits and identified in Exhibit "A", have requested annexation into the City of Fernandina Beach in exchange for water and sewer services; and

WHEREAS, the Planning Advisory Board reviewed the request for voluntary annexation application numbered PAB 2020-0003 at its July 14, 2021, meeting and recommended approval of the annexation; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on June 30, 2021; and

WHEREAS, City staff has reviewed the petition for voluntary annexation and has found that the petition bears the signatures of all the owners of the subject property or their authorized agent at such time that the petition was signed, the parcel is contiguous to the City boundary, is reasonably compact, does not create an enclave, will be used for urban services, and the City will be able to deliver urban services such as water, sewer, garbage, police and fire without decreasing the level of service currently provided to City residents; and

WHEREAS, the City Attorney has rendered a legal opinion that upon review, the annexation petition meets the requirements of Chapter 171 Florida Statutes; and

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

a. That the Commission is empowered under Chapter 171, Florida Statutes to approve a request for voluntary annexation.

b. That the proposed annexation meets the requirements for voluntary annexation as required by Chapter 171.044 F.S., is contiguous to the municipal boundary, is reasonably compact, and does not create an enclave.

c. That the petitioner agrees to file for a Future Land Use Map (FLUM) amendment and a change in zoning district designation within six months of the date the City Commission approves the annexation.

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

SECTION 1. The following parcel of real property totaling approximately 4.85 acres of land located at 2754 & 2766 Bailey Road contiguous to the City limits and by map provided in Exhibit "A" are hereby annexed into the corporate limits of the City of Fernandina Beach, to wit.

SECTION 2. It is hereby deemed to be in the best interest of the City of Fernandina Beach that the land, above described, be annexed into and become a part of the City of Fernandina Beach. That upon adoption of this Ordinance, the boundary lines for the corporate limits of the City of Fernandina Beach shall be redefined so as to include the real property described above.

SECTION 3. This Ordinance shall be published in the Fernandina Beach News Leader once each week for two consecutive weeks, and that proof of publication of this Ordinance shall be filed herein prior to the final reading of this Ordinance.

ADOPTED this 7th day of December, 2021.

CITY OF FERNANDINA BEACH

MICHAEL A. LEDNOVICH
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

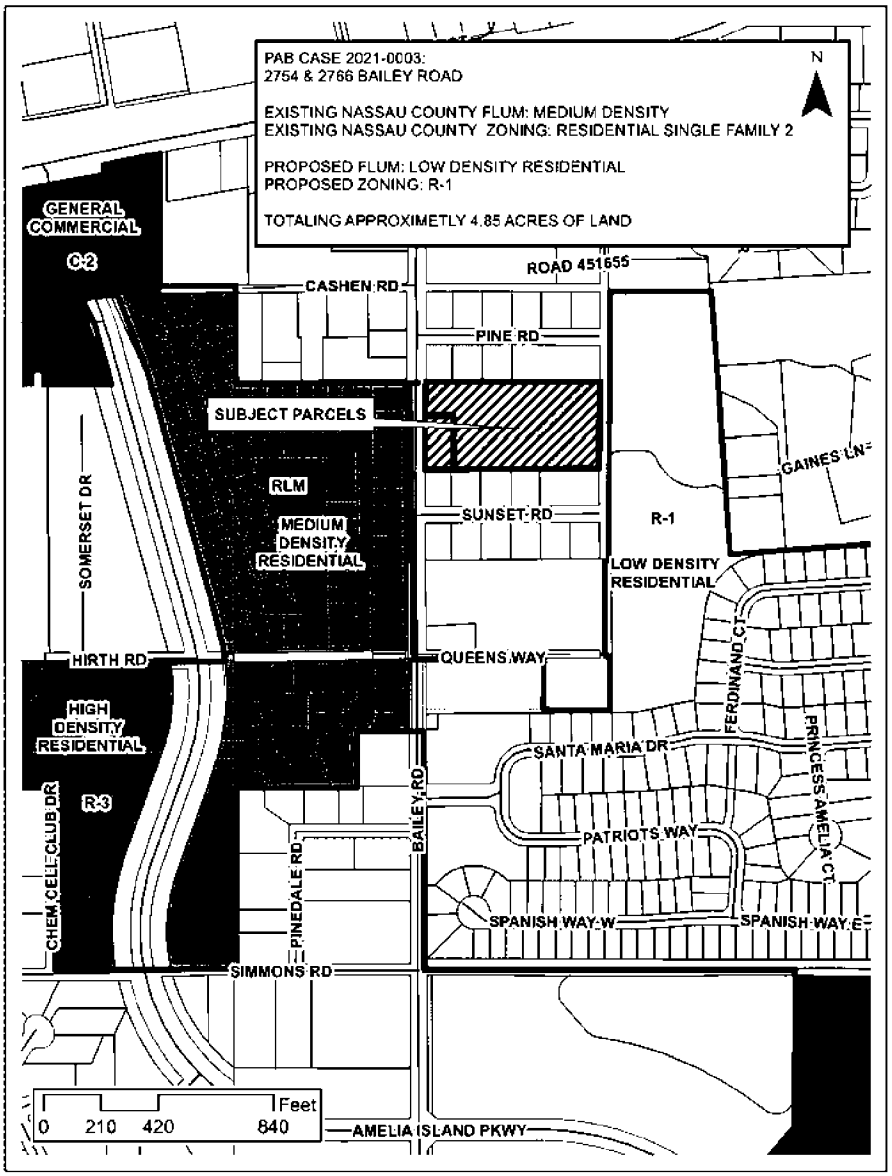
Date of First Reading: September 7, 2021
Date of Second Reading/Final Hearing: December 7, 2021

Inst. Number: 202145045416 Book: 2520 Page: 400 Page 3 of 4 Date: 12/9/2021 Time: 2:44 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

ORDINANCE 2021-30

EXHIBIT A

PROPERTY LOCATED AT 2754 & 2766 BAILEY ROAD TOTALING 4.85 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



MAP SHOWING SURVEY OF

BOUNDARY, TOPOGRAPHIC AND TREE SURVEY OF

Legal Description obtained from Quit Claim Deed recorded in Official Records Book 2255, page 1821

All of Lot 76 of OCEAN BREEZE FARMS, a subdivision of a portion of Sections 3 and 5, Township 2 North, Range 28 East, Nassau County, Florida, according to plat of said Subdivision recorded in Plat Book 2 page(s) public records of said Nassau County, Florida, less the Westerly 10 feet of said Lot 76 which was taken for Miller Bailey Road, and also except that portion thereof conveyed to Nassau County under O.R. Book 78, page 525, public records of Nassau County, Florida.

Surveyor's Note regarding the Legal Description contained in Official Records Book 2255, page 1821

The Legal Descriptions contained within this deed as Parcel 1 and Parcel 2, are the same lands as described as a LESS AND EXCEPT in Parcel 3, (Tone also less the Easterly 100 feet of the Westerly 110 feet of the Southerly 209 of said Lot 76).

SURVEYOR'S NOTE:
THE TITLES AND EXCEPT PARCELS REFERED TO HEREIN, VESTED IN OFFICIAL RECORDS BOOK 77, PAGE 508, (AS TO PARCEL 2); OFFICIAL RECORDS BOOK 78, PAGE 525, (AS TO PARCEL 3); AND OFFICIAL RECORDS BOOK 78, PAGE 527, (AS TO PARCEL 1), ARE NOT AVAILABLE ONLINE AT THE NASSAU COUNTY CLERK OF THE CIRCUIT COURTS OFFICE. THEREFORE WITHOUT A TITLE COMMITMENT, AND A COPY OF THESE INSTRUMENTS, THIS FIRM CAN NOT PLOT THESE TITLES AND EXCEPTS.

GENERAL NOTES:

1) BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF "MILEY ROAD" AS A BEARING OF N 00°00'20" E, AS MONUMENTED AND AS SHOWN ON THE RECORD PLAT OF "PINE MEADOW" (PLAT BOOK 3, PAGE 56). ALL BEARINGS ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) (NAD83 (1990)) AND THE STATE OF FLORIDA STATE PLANE COORDINATE SYSTEM FOR ZONE EAST.

2) THE SURVEY IS PROTECTED BY COPYRIGHT AND IS DEFENDED UNDER THE UNITED STATES COPYRIGHT ACT OF 1976. ANY UNAUTHORIZED REPRODUCTION AND DISTRIBUTION OF THIS SURVEY MAP, OR ANY PORTION OF THE SURVEY WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE SURVEYOR AND OR FIRM IS STRICTLY PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTIONS OF EXISTING, DERIVATIVE, AND EVENT AGREEMENTS IN THE SPACE OR AREAS FROM THE SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY SUCH USE. ANY ALTERATIONS TO OUTPUT COPY OF THESE LISTED ON THIS SURVEY SHALL RELIEVE THIS SURVEYOR AND/OR FIRM EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR ANY SUCH USE. ANY ALTERATIONS TO OUTPUT COPY OF THESE LISTED ON THIS SURVEY SHALL RELIEVE THIS SURVEYOR AND/OR FIRM OF ANY RESPONSIBILITY FOR THE SURVEY FOR ANY PURPOSE.

3) UNLESS A TITLE COMMITMENT'S REFERENCED GRAPHICALLY ON THE FACE OF THE SURVEY HEREON, THERE MAY BE ADDITIONAL EASEMENTS AND RESTRICTIONS AFFECTING THE PROPERTY SHOWN HEREON THAT MAY NOT BE SHOWN, INCLUDING BUT NOT LIMITED TO, SETBACK LINES, RESTRICTIVE AREA, AND USE MATTERS. EVIDENCE OF TITLE EXAMINATION BY A TITLE COMPANY THAT HAS NOT BEEN SHOWN HEREON, THESE ITEMS WERE NOT REQUIRED, OR APPARENT TO SURVEYOR AT THE TIME OF FIELD WORK. (MINIMUM STANDARDS DETAIL REQUIREMENTS FOR SURVEYS IN THE STATE OF FLORIDA, ADMINISTRATIVE CODE 5J-17.052)

4) NOTICE: NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHERS THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

5) NOTICE OF LIABILITY: THIS SURVEY IS DEDICATED TO THOSE PERSONS AND/OR ENTITIES AND/OR FIRMS AS SHOWN ON THE FACE OF THIS SURVEY AND TO NO OTHER. THE BENEFIT OF RELIANCE BY ANY OTHER PARTY IS SPECIFICALLY REJECTED AND DISCLAIMED. THIS SURVEYING FIRM AND THE SIGNING PARTY OR PARTIES HEREBY DISCLAIM THAT IN THE EVENT ANYONE OR ANY ENTITY OTHER THAN THE ENTITIES LISTED ON THE FACE OF THIS SURVEY MAKES ANY USE OF THIS SURVEY, OR RELIES UPON THIS SURVEY IN ANY WAY, SUCH USE AND RELIANCE WILL BE DEEMED TO BE AT THE SOLE RISK OF SUCH PERSON, ENTITY OR ENTITIES AND WITHOUT THE EXPRESS WRITTEN CONSENT OF THIS FIRM AND/OR SIGNATORY.

6) ELEVATIONS SHOWN HEREON ARE BASED ON THE U.S. DEPARTMENT OF COMMERCE, NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, NATIONAL GEODETIC SURVEY, (NGS) TIDAL DATUM, NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD 88). THE NORTH AMERICAN VERTICAL DATUM OF 1988 IS THE CURRENT VERTICAL CONTROL DATUM OF GEOMETRIC HEIGHTS ESTABLISHED FOR VERTICAL CONTROL SURVEYING IN THE UNITED STATES BASED UPON THE GENERAL ADJUSTMENT OF THE NORTH AMERICAN DATUM OF 1983, AND USES THE HEIGHTS OF GEOMETRIC HEIGHT WHICH CALCULATES THE LOCATION OF THE GEOID (MEAN SEA LEVEL) IN RELATION TO THE ELLIPSOID.

7) THE GRAPHIC MAP HAS BEEN ENLARGED OR REDUCED FROM THE ORIGINAL DRAWING THEREFORE THE GRAPHIC SCALE SHOWN IS CORRECT BY ELECTRONIC MEANS AND IS TO THE ORIGINAL SIZE AND SCALE.

8) UNLESS OTHERWISE NOTED, ANY PORTION OF THE SUBJECT PROPERTY GRAPHICALLY SHOWN HEREON, MAY BE LOCATED AS BEING IN LOCAL, STATE OR FEDERAL FLOOD HAZARD AREAS AND ENVIRONMENTALLY SENSITIVE AREAS. ADDITIONAL DETERMINATION SERVICES MAY BE PERFORMED BY THIS FIRM AT THE TIME THE DETERMINATION OF THE ENVIRONMENTAL RELEASE, AGRICULTURAL, WETLAND, LAND USE APPROVAL BY THE HOMEOWNERS ASSOCIATION, ASSOCIATION OF THE REGULATORY OF THE OWNERS OF THE OFFICE WORKS AND ANY SUCH PURPOSE THAT USE OF THIS SURVEY WITHOUT CERTIFICATE OF ENVIRONMENTAL RELEASE, AGRICULTURAL LAND DETERMINATION AND APPROVAL BY THE APPROPRIATE ENVIRONMENTAL AGENCIES, OR TO A THIRD PARTY.

9) EVERY ATTEMPT HAS BEEN MADE BY THIS FIRM TO CORRECTLY DEPICT THE LINES SHOWN HEREON BY SIZE AND SPECIES TYPE, HOWEVER, DUE TO THE SCALE OF THIS DRAWING, IT IS NOT POSSIBLE TO DEPICT EVERY TREE ON THE SURVEY. THE LOCATION OF TREES SHOWN HEREON ARE APPROXIMATE AND ARE NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES. THE SURVEYOR DOES NOT GUARANTEE THE ACCURACY OF THE TREE LOCATIONS, SIZE OR SPECIES. THERE MAY BE ADDITIONAL TREES NOT SHOWN ON THIS SURVEY.

0 70 140
GRAPHIC SCALE
SCALE: 1" = 70'
PINE MEADOW
(PLAT BOOK 3, PAGE 56)
LOT 76
N89°21'07"E 660.30'
S89°21'07"W 660.30'
N 00°00'20" E 660.30'
MILEY ROAD
(A 66 FOOT PUBLIC ROAD RIGHT-OF-WAY AS PER PINE MEADOW)
TRACT "C"
TRACT "D"
TRACT "E"
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TRACT "K"
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CITY OF FERNANDINA BEACH
Office of the City Clerk

Caroline Best
cbest@fbfl.org

November 8, 2021

Board of Nassau County Commission
96135 Nassau Place, Suite #1
Yulee, FL 32097

United States Postal Service Certified Mail: 7020 2450 0002 0266 3827

RE: NOTICE OF ANNEXATION OF 4.85 ACRES OF LAND LOCATED AT 2754 AND 2766 BAILEY ROAD CONTIGUOUS TO THE CITY LIMITS

Honorable Commissioners:

In accordance with FS 171.044, please see the Notice of Public Hearing (attached) scheduled for Tuesday, December 7, 2021, at 6:00pm of an Ordinance of the City Commission of the City of Fernandina Beach annexing 0.61 acres of land as follows:

ORDINANCE 2021-30

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 4.85 ACRES OF LAND LOCATED AT 2754 & 2766 BAILEY ROAD CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding this annexation, please do not hesitate to let us know.

Sincerely,
City of Fernandina Beach

Caroline Best

Caroline Best, CMC
City Clerk
Attachment(s)

cc: Taco Pope, Nassau County Manager
Kelly Gibson, Planning Manager
Tammi Bach, City Attorney
Thad Crowe, Director, Nassau County Department of Planning and Economic Development

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, December 7, 2021, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2021-30

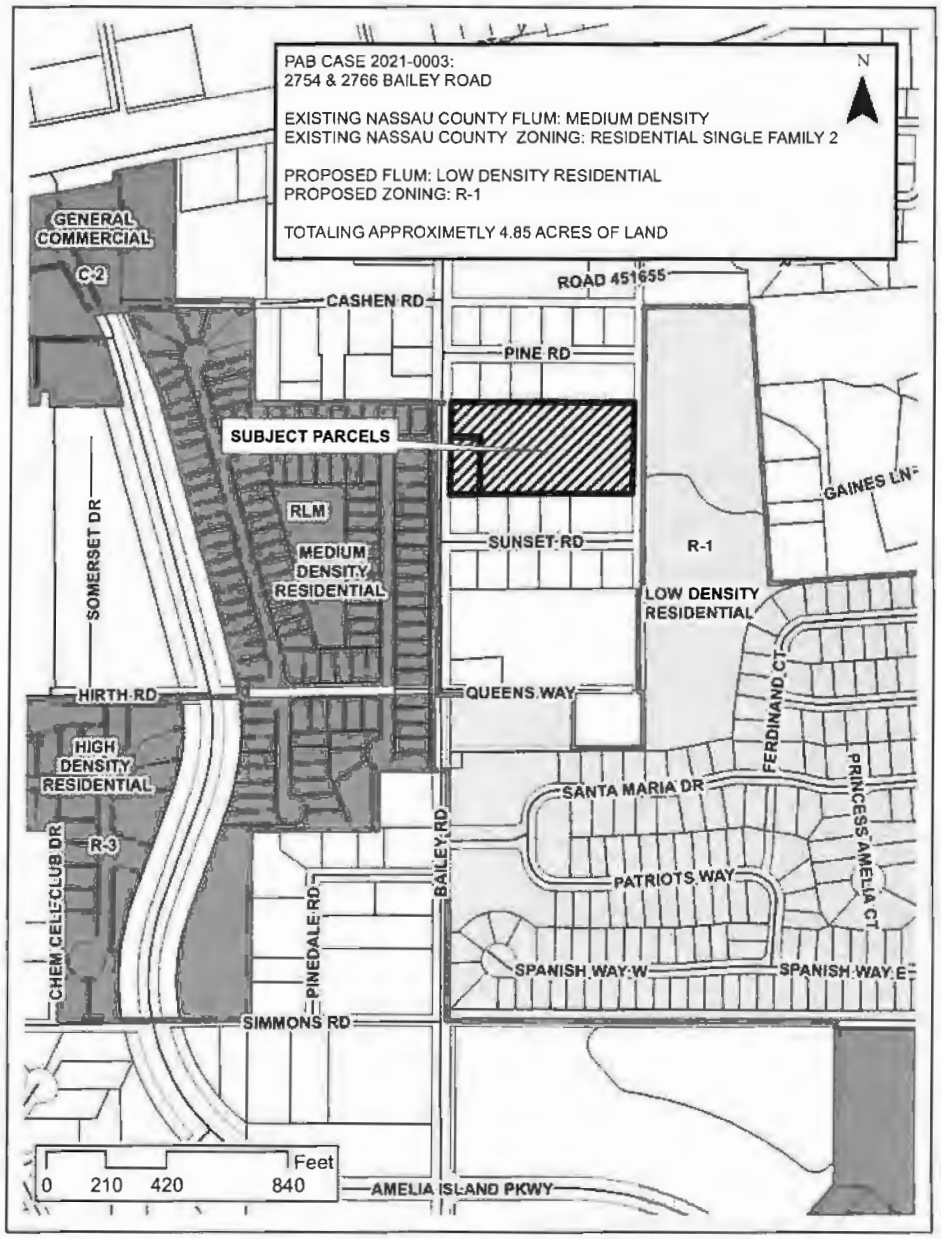
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ORDINANCE 2021-31

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 4.85 ACRES OF LAND LOCATED AT 2754 & 2766 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2021-32

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 4.85 ACRES OF LAND LOCATED AT 2754 & 2766 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

Note:

Please run as a <u>DISPLAY</u> in the November 24, 2021 and December 1, 2021 editions of the News Leader.

Please send proof of publication to:
City Clerk's Office
City Hall, 204 Ash Street
Fernandina Beach, FL 32034
904-310-3115

November 24, 2021

NewsLeader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, December 7, 2021, at 6:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

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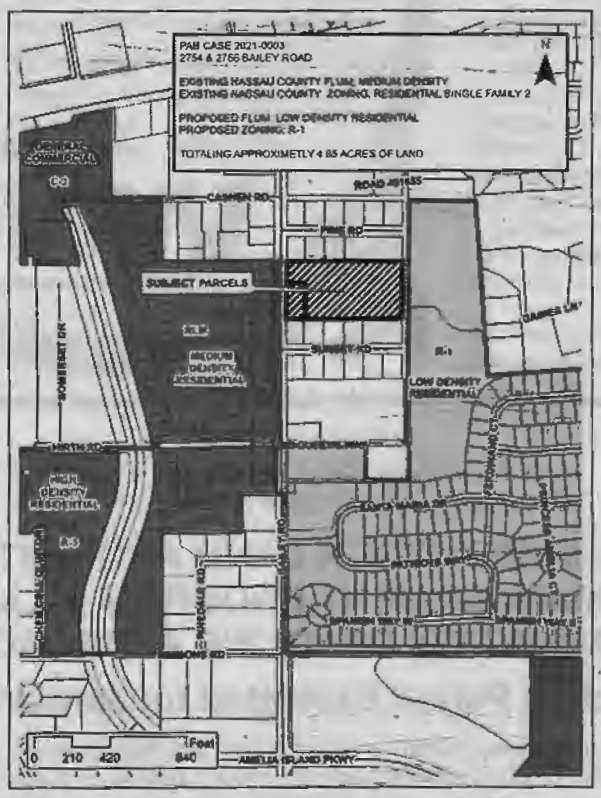
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December 1, 2021

News-Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF FERNANDINA BEACH

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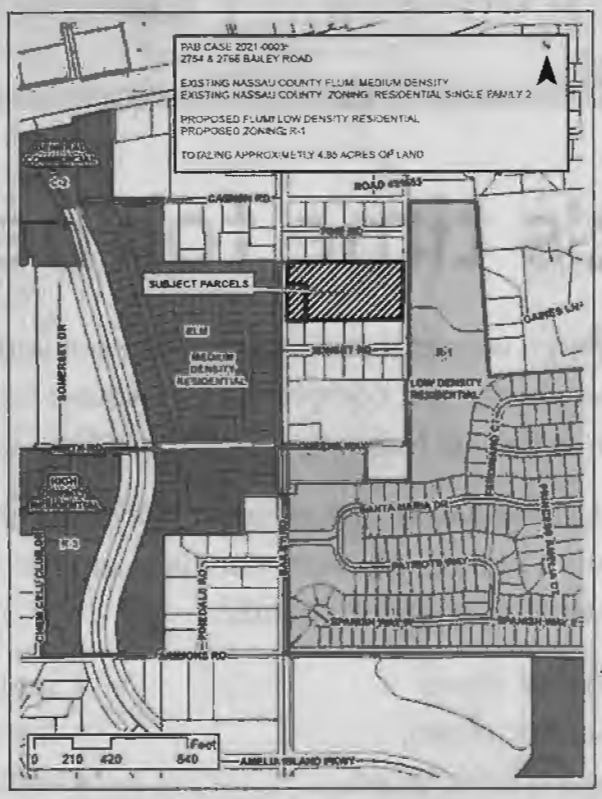
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Caroline Best

From: Tammi Bach
Sent: Friday, May 12, 2023 2:22 PM
To: Kelly Gibson; Ron Flick; Asa Gillette; 'Ralf Brookes'; Taina Christner; Harrison Poole
Cc: Katie Newton; Caroline Best
Subject: RE: Tringali Preliminary Plat Hearing Additional Documentation from City
Attachments: Demo Permit for existing structures.pdf; 2021-30 Voluntary Annexation 4.85 Acres of Land Located at 2754 and 2766 Bailey Road Robert P Jones.pdf; Bailey Rd site plan 02.2.22_v1.pdf

Ms. Best: please find attached additional documentation to be presented by the City in addition to what is already attached to the May 16th Commission agenda for the Tringali Preliminary Plat hearing. The Commission Rules of Procedure for Quasi-Judicial Hearings requires all documentation and witnesses to be presented at the hearing be submitted to you no later than 2 business days prior to the hearing. The witnesses that the City will call are as follows:

Kelly Gibson, AICP
Andre Desilet, PE

Tammi Bach, J.D., B.C.S.
Board Certified Specialist City, County & Local Government Law
City Attorney
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3276 | tbach@fbfl.org
www.fbfl.us



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

From: Tammi Bach
Sent: Wednesday, May 10, 2023 3:20 PM
To: Kelly Gibson <kgibson@fbfl.org>; Ron Flick <ron.flick@compassgrp.com>; Asa Gillette <Asa@gilletteassociates.com>; 'Ralf Brookes' <ralfbrookes@gmail.com>; Taina Christner <tainachristner@yahoo.com>; Harrison Poole <harrisonpoole@pooleandpoolelaw.com>
Cc: Katie Newton <knewton@fbfl.org>; Caroline Best <cbest@fbfl.org>; Bradley Bean <bbean@fbfl.org>
Subject: Tringali Preliminary Plat Hearing

I have copied all parties I know of that plan to present evidence and testimony at the quasi-judicial hearing on May 17, 2023. All materials, presentations, photographs and other documentation must be submitted to the City Clerk, Caroline Best (cbest@fbfl.org) no later than Friday, May 12, 2023, via email is fine. I have attached the City Commission adopted Rules of Procedure for quasi-judicial hearings. It is my understanding from reading the Rules of Procedure that the Applicant, City and Affected Parties wishing to testify without time limitations provide a witness list and all presentations and documentation by May 12.

I will have a witness list and a few more documents to submit on Friday, May 12th on behalf of the City.



City Commission

May 16, 2023

Regular Meeting

PAB 2022-0026

SUMMARY OF REQUEST:

The applicant is seeking approval of a preliminary plat/replat for a 12-lot townhome residential subdivision within the MU-1 and R-2 Zoning Districts.

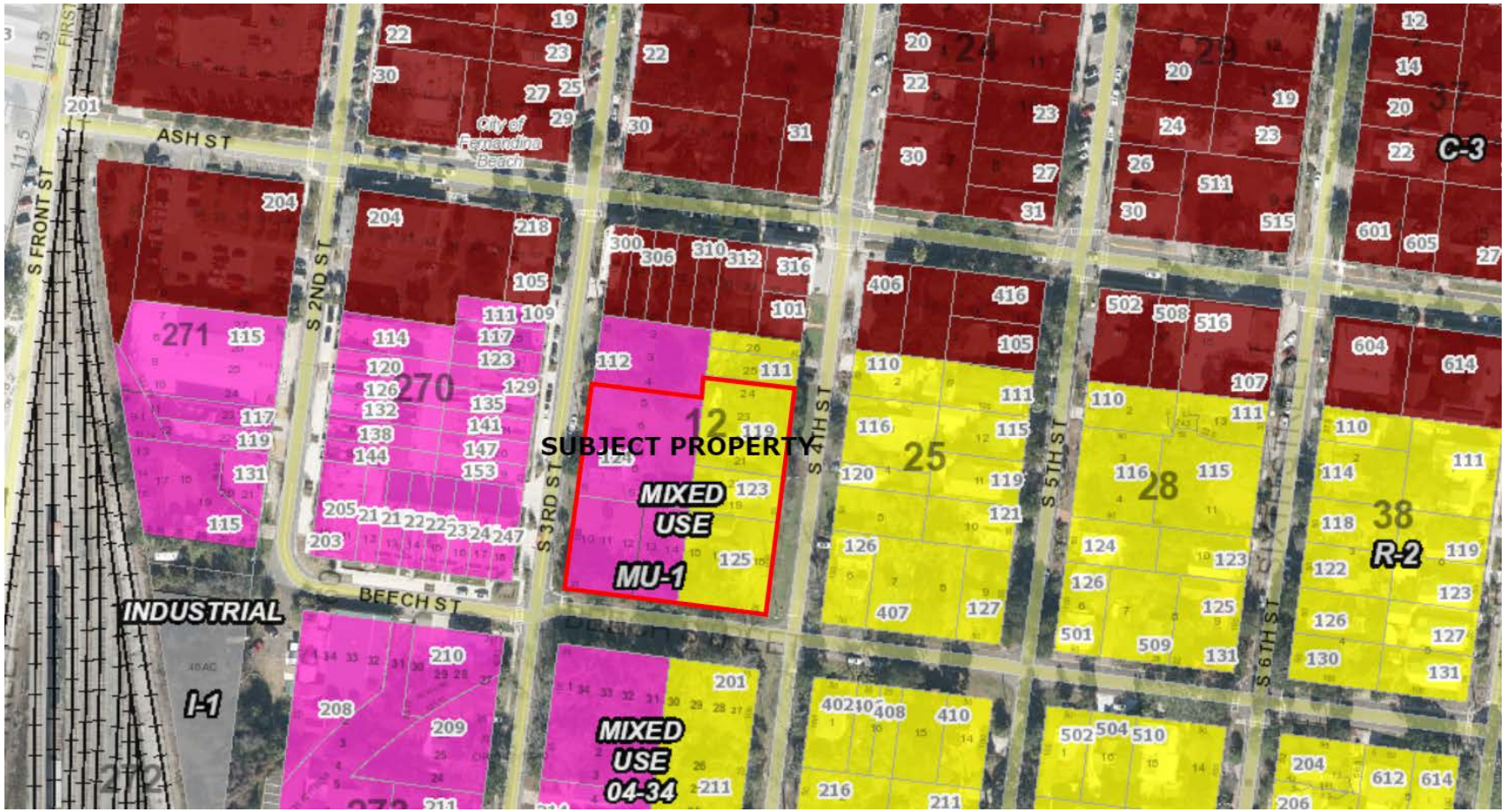
OWNER/APPLICANT:	Anthoney J. Tringali Rev. Trust and Josephine Tringali				
AGENT:	Compass Group, Inc. (Ron Flick) and Gillette and Associates (Asa Gillette)				
REQUESTED ACTION:	Preliminary Plat/ Replat of 1901 City of Fernandina Beach - Block 12 Lots 5-24				
LOCATION:	124 South 3rd Street, 119 South 4th Street, 123 South 4th Street, 125 South 4th Street PIN: 00-00-31-1800-0012-005, 00-00-31-1800-0012-0100, 00-00-31-1800-0012-0150, 00-00-31-1800-0012-0190, 00-00-31-1800-0012-0210				
CURRENT LAND USE + ZONING:	Mixed-Use (MU) and Medium Density Residential (MDR) Land Use + MU-1 and R-2 Zoning				
EXISTING USES ON SITE:	4 Single-Family Homes, 4 Ancillary Structures, Former Commercial Structure and Vacant Land				
PROPERTY SIZE:	Approximately 1.22 acres				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
WITHIN CITY LIMITS	North	Clay Times Art Center/ Single Family Home	1976/ 1946	MU-1/ R-2	Mixed-Use/ Medium Density Residential
WITHIN CITY LIMITS	South	Vacant Land	N/A	MU-1/ R-2	Mixed-Use Medium Density/ Residential
WITHIN CITY LIMITS	East	Single-Family Homes	Varied	R-1	Low Density Residential
WITHIN CITY LIMITS	West	Harbor View Townhomes	2019	MU-1/CRA	Mixed-Use

**** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ****

- MU-1 and R-2 zoning districts allow for a range of housing types including townhome development.
- Common amenities included shared driveway, stormwater management system, mail kiosk, & landscaping.
- Site will contain vehicular access through shared driveway entering and exiting onto Beech Street and pedestrian ingress/egress on S. 3rd and 4th Streets with on-street parking made available.

PAB 2022-0026

LAND USE AND ZONING MAP



FUTURE LAND USE: MIXED USE AND MEDIUM DENSITY RESIDENTIAL

ZONING: MU-1 AND R-2

PAB 2022-0026

BACKGROUND INFORMATION:

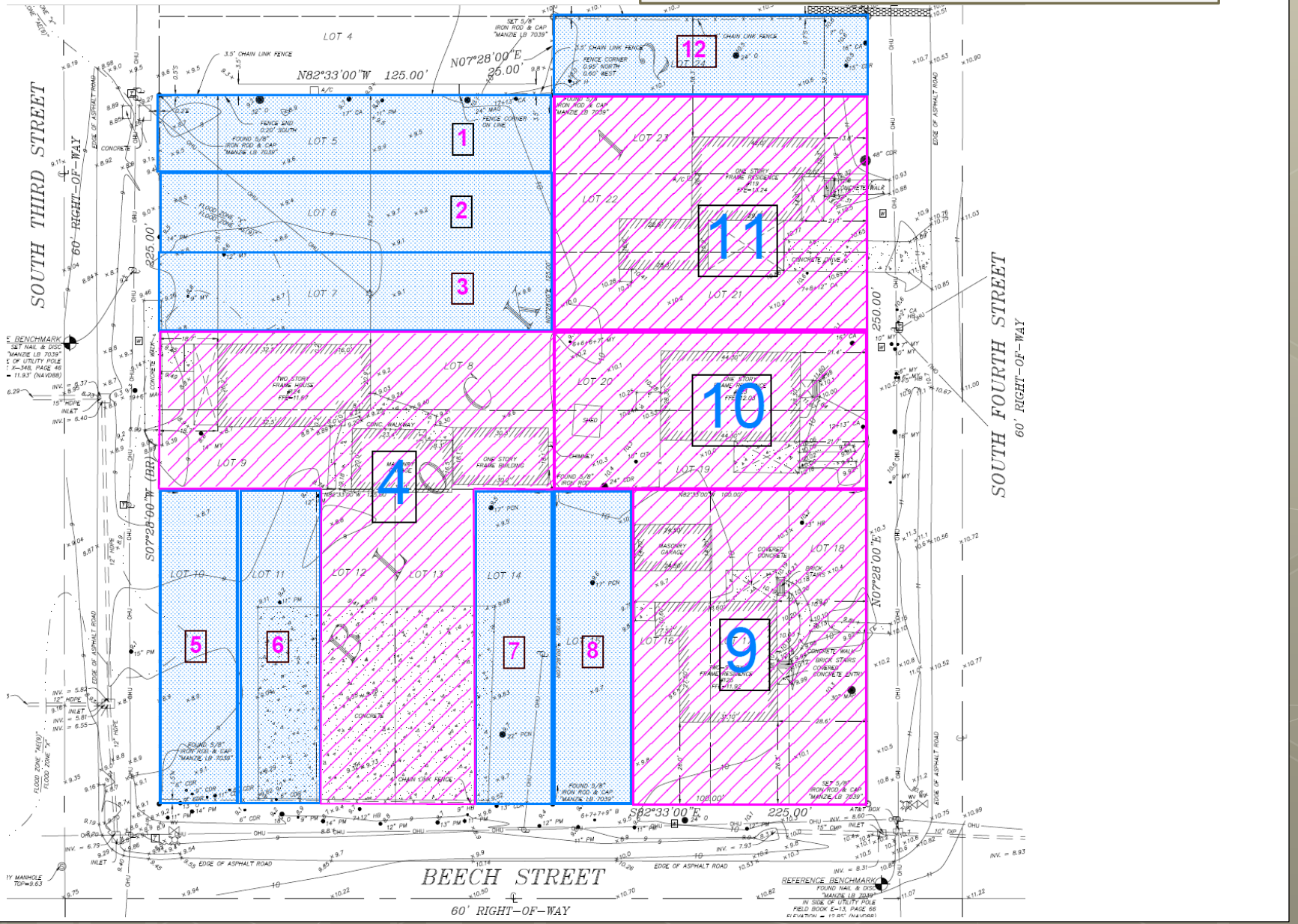


UNDERLYING LOTS OF RECORD

- Site contains 20 originally platted lots of record.
- 8 lots of record remain open and available for development under existing conditions
- 4 development sites exist with structures straddling 12 original platted lots of record.
- Existing conditions permit redevelopment of the properties of 12 homesites on varied lot widths.

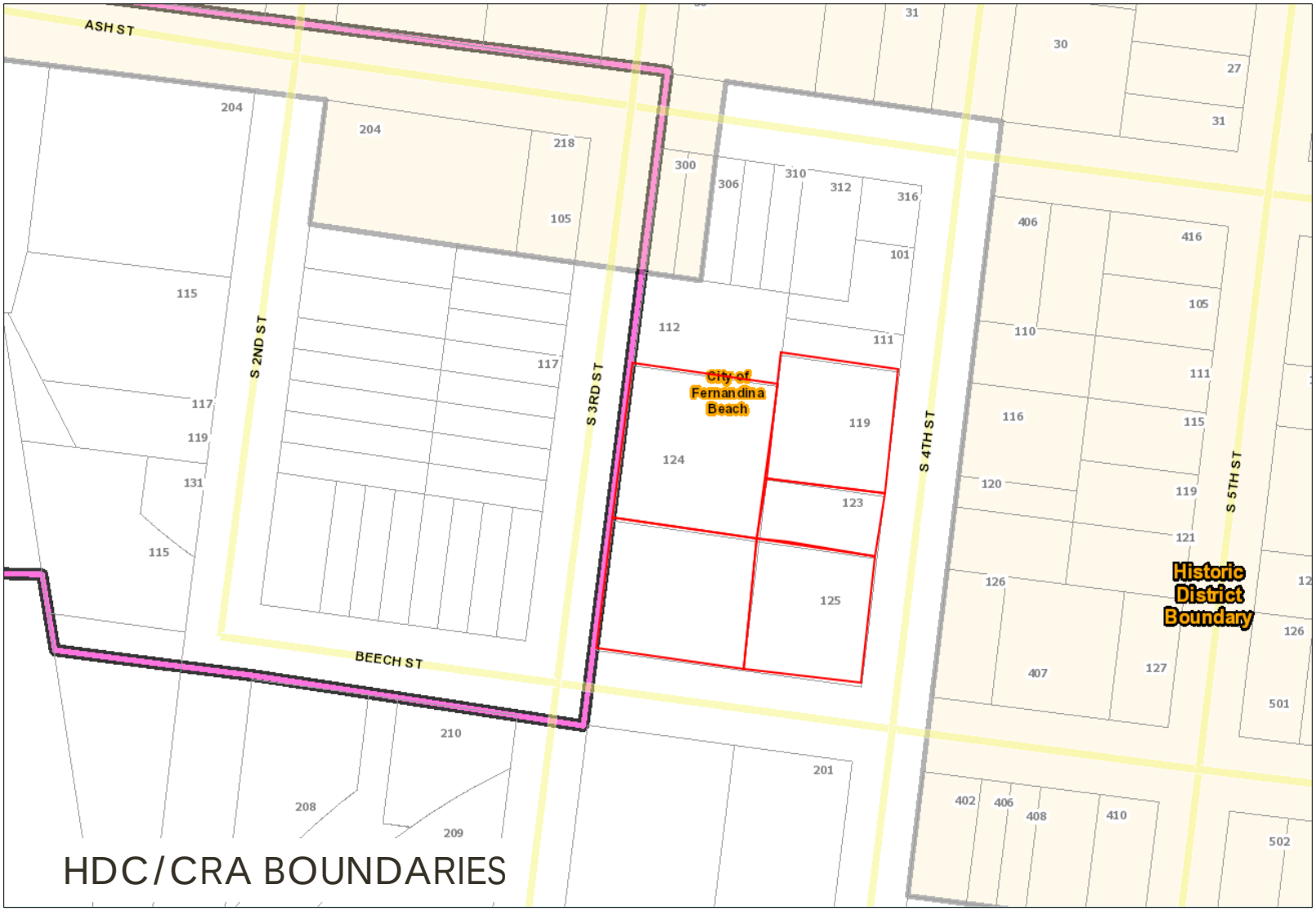
PAB 2022-0026

EXISTING CONDITIONS:



PAB 2022-0026

The properties are not in the Downtown Historic District or Community Redevelopment Area (CRA).



PAB 2022-0026

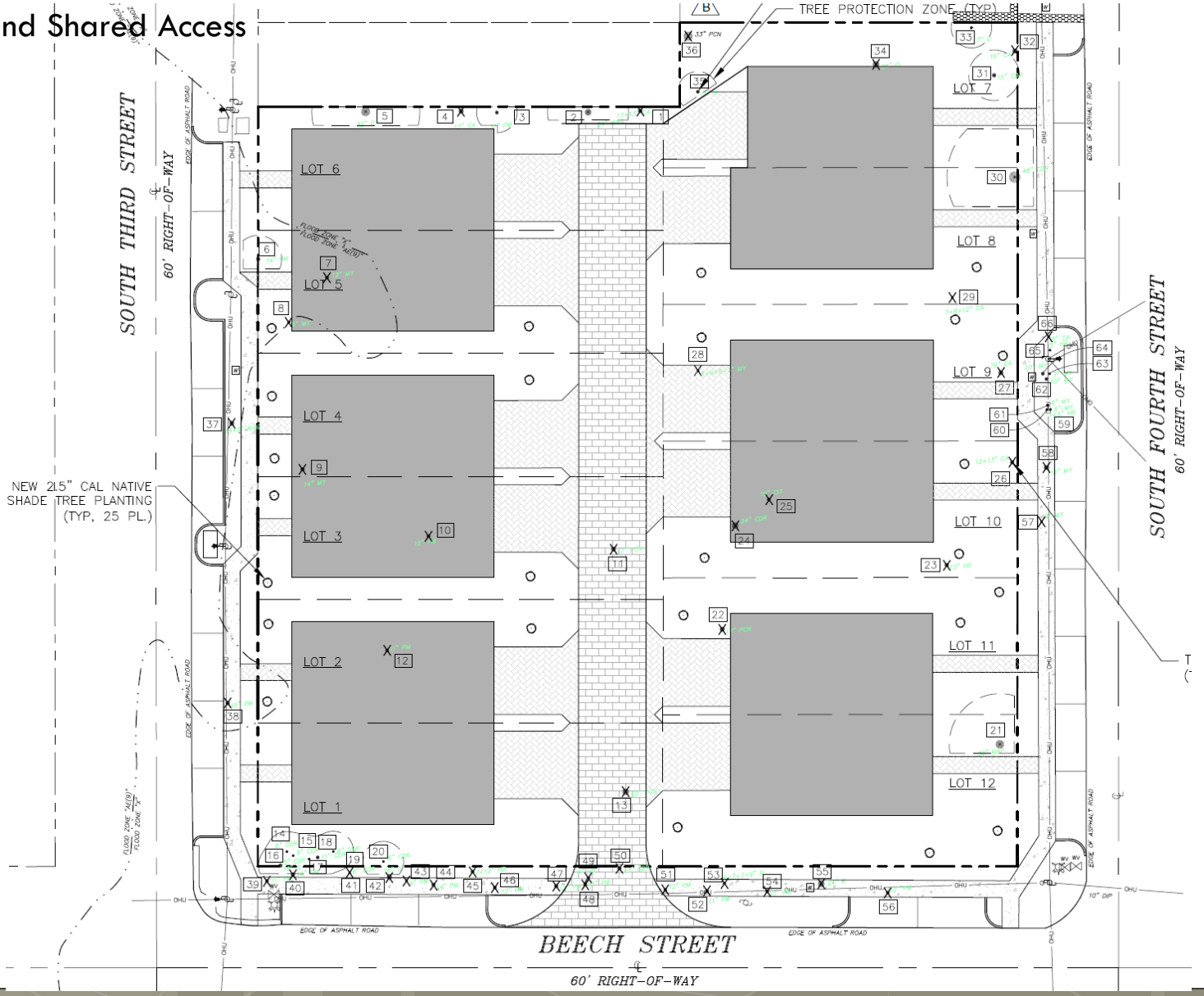


124 S. 3rd St. could qualify for designation into City's local register of historic places, if requested.

- The remaining structures do not fall into the City's Downtown Historic District's period of significance.
- In 2020, staff placed the property on its "list of concern" and requested action to purchase. The property owner declined discussions and Commission took no further action.

PAB 2022-0026

PROPOSED DEVELOPMENT: Tree and Stormwater Retention, Landscape Plan, On-street Parking, Mail Kiosk, and Shared Access



PAB 2022-0026

The site acreage calculated based on the City's definition of net density can only accommodate a maximum of **12 dwelling units.** The net density calculation of the project site breaks down as follows:

3RD STREET AND BEECH STREET TOWNHOMES PROJECT	CALCULATED NET DENSITY	
53,143.20 sq. ft. (1.22 acres of land)	53,143.20	sq. ft.
Minus 1,256 sq. ft. lands within the Special Flood Hazard Area (SFHA)	- 1,256	sq. ft.
PRIVATE PROPERTY AREA TOTALS:	51,887	sq. ft.
Plus half of the adjoining rights-of-way (ROW)		
+ S. 4th Street side 30 ft. x 250 ft. =	7,500	sq. ft.
+ Corner of S. 4th Street and Beech Street is 30 ft. x 30 ft. =	1,500	sq. ft.
+ Corner of S. 3rd Street and Beech Street is 30 ft. x 30 ft. =	1,500	sq. ft.
+ S. 3rd Street side 30 ft. x 225 ft. =	+ 6,750	sq. ft.
ROW AREA TOTALS:	17,250	sq. ft.
Total Net Buildable Land Area (excluding SFHA plus ½ the ROW)	69,137	sq. ft.
8 dwelling units per acres	/5,445	sq. ft.
TOTAL DWELLING UNITS:	12.7	units (rounded down)

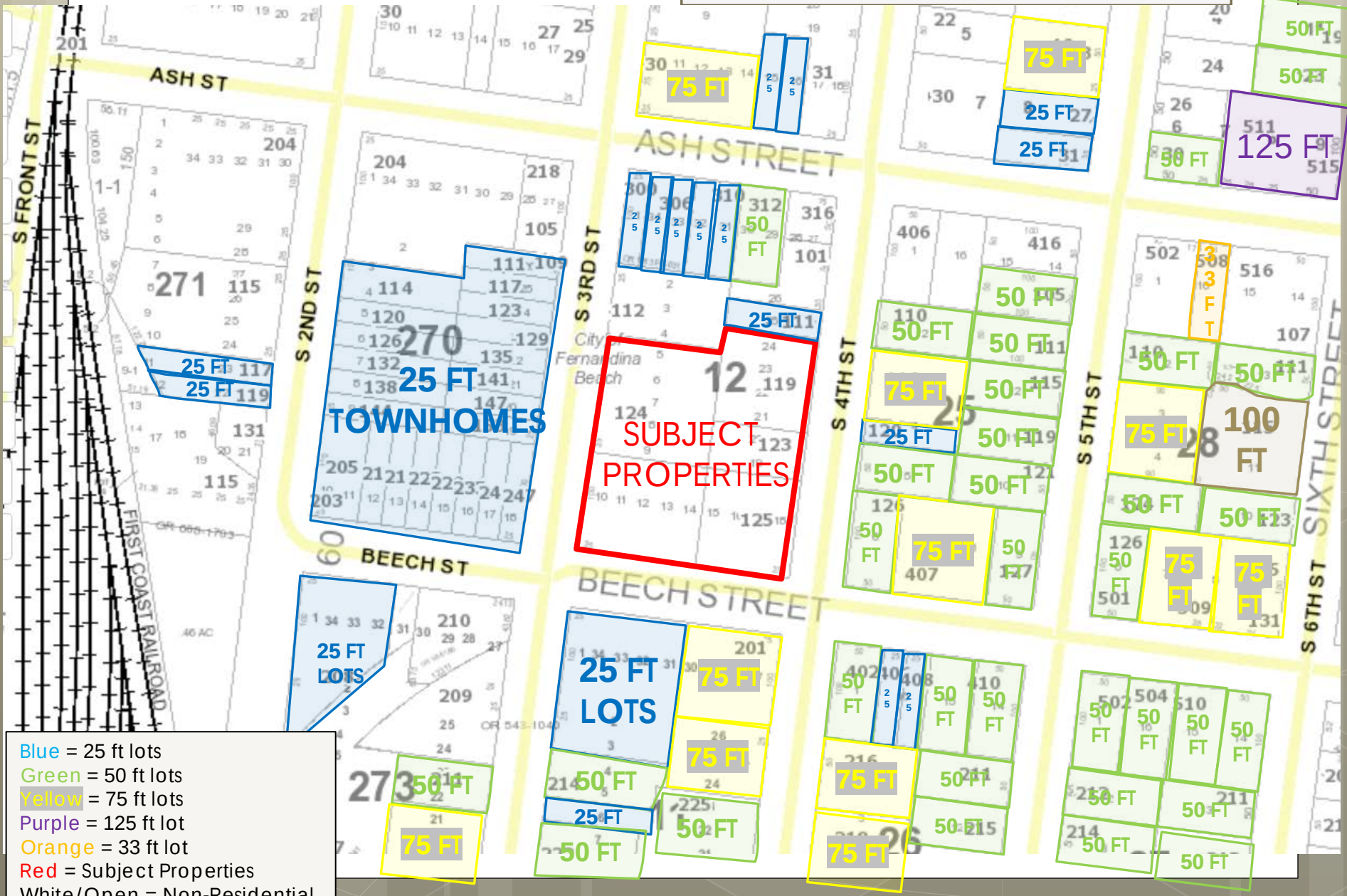
PAB 2022-0026

COMP PLAN CONSISTENCY

Policies	Achieved?
Definition of Net Density	☑
Growth Management: 1.02.02, 1.02.03, 1.02.05, 1.02.06, 1.02.07,1.02.10, 1.02.12	☑
Redevelopment/Infill Housing near Job Centers: 1.04	☑
Nonconforming Lots: 1.05.04	☑
Community Character: 1.06.04,1.06.06,1.06.09	☑
Medium Density Residential (MDR) Land Use: 1.07.05	☑
Mixed Use (MU) Land Use: 1.07.07	☑
Encourage Reuse: 3.02.05	☑
LOS Standards: 4.01.01	☑
Private Property Rights: Goal 9	☑
Strategies to Avoid Demolition: 11.03.10	☑
Design and Planning: 11.06.01, 11.06.02	☑
Non-designated Resources: 11.08.01	☑

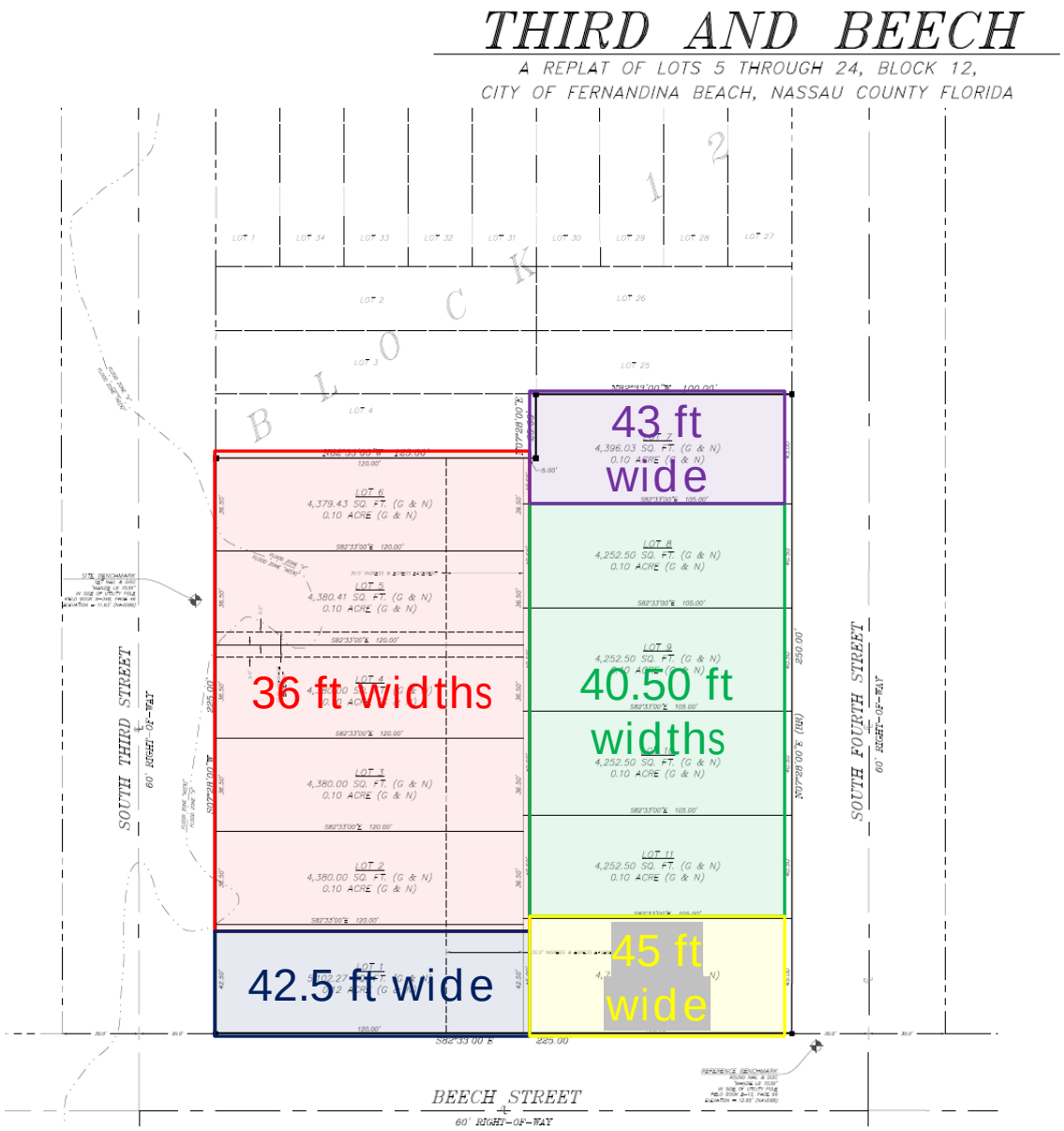
PAB 2022-0026

Residential Lots Sizes in General Vicinity



PAB 2022-0026

PROPOSED DEVELOPMENT: 12 TOWNHOMES



PAB 2022-0026

CONSISTENCY WITH LDC

Policies	Achieved?
LDC Interpretation: 1.05.01 and 1.05.02	☑
Definition of Net Density: 1.07.00	☑
Medium Density Residential (MDR) District: 2.01.05	☑
Mixed Use (MU-1) District: 2.01.09	☑
Town Home Development: 4.02.06	☑
Standard Lot Design: 4.02.01	☑
Standards for Building Heights and Setbacks: 4.02.03	☑
Standards for Subdivisions: 4.04.00	☑
Landscaping, Buffers, Tree Protection: 4.05.00	☑
Standards for Access, Parking, Sidewalks: 7.01.01, 7.01.02, 7.01.03, 7.01.04	☑
Drainage and Stormwater Requirements: 7.03.00	☑
Infrastructure Concurrency: 7.04.00	☑
Requirements for Board Applications + Subdivision Plats: 11.01.03, 11.01.05	☑

CONCLUSION:

The requested Preliminary Plat is **consistent** with the applicable Florida Statutes, the City's Comprehensive Plan and the Land Development Code.

- The Preliminary Plat and site engineering was submitted for review to the Technical Review Committee (TRC) in August of 2022 (SPR 2022-0022) and is pending issuance of a Local Development Order.

Based on the findings of the Technical Review Committee and planning staff's review of the application, **staff recommends approval** of the Preliminary Plat.

PAB 2022-0026

An Alternative Development Scenario:
The applicant could request to restore 20 originally platted lots of record on Block 12 through the Board of Adjustment (BOA) to development consistent with the original 1857 plat though a variance from LDC Section 1.03.05.

IF APPROVED – Resulting development of 20 restored lots of record.

BOA Scenario:

- Allows for mixed use, detached single family or townhome development (20 units)
- No Technical Review Committee (TRC) review unless there are common amenities.
- No unified vehicle access
- No stormwater permitting required through SJRWMD only onsite retention
- No sidewalks
- No on-street parking
- No underground utilities
- No streetlights

IF DENIED - The BOA action could be appealed in circuit court.
2021 court action overturned BOA decision for LDC Section 1.03.05. to grant approval of the subdivision of lands.

Recent Subdivision Plats

approved with known prior residential structures

- Island View (2022)
  - 12 Lots Subdivision
  - Annexation December 2021 (Ordinance 2021-30)
  - Demolition of 4 home sites in May 2022 (DEMR-2022-0092)
  - Final Plat Approved on April 17, 2023
- Crane Island PUD (2017)
- Riverbend (2016)
- Dunes of Amelia (2015)

PAB 2022-0026

BOA Cases for LDC Section 1.03.05

BOA Case Number	Meeting Date	Variance Requested from LDC Section	Description	Reduction in setback	Address	Current Zoning	Motion
2013-04	11/20/2013	1.03.05	Separation of building site 1.03.05	-	217 Stirling Drive	R-2	Approved
2013-06	11/20/2013	1.03.05	Separation of building site 1.03.05	-	2200 S. Fletcher Avenue	R-2	Approved
2016-12	4/20/2017	1.03.05 (A)	Restore 5 underlying platted lots	(2) 50x100 lots	317 S. 4th Street	R-2	Approved as Amended
2016-13	4/20/2017	1.03.05 (A)	Restore 5 underlying platted lots	(2) 50x100 lots	315 S. 4th Street	R-2	Approved as Amended
2017-03	2/15/2017	1.03.05(A), 4.02.03 (E)	Restoring two underlying lots of record, reduction of a setback for the exisitng structure		2519 S. Fletcher Avenue	R-2	Approved
2017-12	8/16/2017	1.03.05(A)	Restoring two underlying lots of record		1507 S. Fletcher Ave	R-1	Approved
2018-01	1/17/2018	1.03.05(A)	Restoring two underlying lots of record		429 S. 5th Street	R-2	Withdrawn
2018-05	3/21/2018	1.03.05(A)	Restoring underlying lot of record		2220 S. Fletcher Ave ,Lot 39	R-2	Approved
2018-06	3/21/2018	1.03.05(A)	Restoring underlying lot of record		2240 S. Fletcher Ave, Lot 41	R-2	Approved
2018-08	4/18/2018	1.03.05(A)	Restoring underlying lot of record		704 S. 12th Street	R-2	Approved
2018-12	9/19/2018	1.03.05	Restore three 25x100 underlying lots		324 Elm Street	MU-1	Denied
2019-05	2/20/2019	1.03.05(A)	Restoring underlying lot of record		429 S. 5th Street	R-2	Approved
2020-04	10/21/2020	1.03.05	Restore two underlying lots of record		837 Tarpon Ave	R-2	Approved
2020-06	5/20/2020	1.03.05(A)	Restoring underlying lots of record		1507 S. Fletcher Ave	R-1	Denied
2021-04	4/21/2021	1.03.05(A)	Restore underlying lots of record		604 Gum Street	R-2	Denied/Appealed
2021-05	5/19/2021	1.03.05(A)	Restore underlying lots of record		324 Elm Street	MU-1/R-2	Approved

16 Total Cases since 2011

- 12 Approved
- 3 Denied
- 1 Withdrawn
- 1 Circuit Court Appeal (Overturned BOA decision)

PAB 2022-0026

Year	Total Applications	Residential structure on original lot
2008	2	2
2009	2	1
2010	3	1
2011	0	0
2012	3	0
2013	4	2
2014	6	4
2015	5	4
2016	7	2
2017	5	2
2018	13	9
2019	7	3
2020	7	2
2021	9	2
2022	6	2

Minor Subdivisions (From 1 lot to 2 lots)

Comp Plan Policies 1.02.06 and LDC Section 4.04.02(F), 11.01.05(F) and applicable land use and zoning district standards

79 Total Applications since 2008

36 new lots created consistent with land use and zoning standards, but with homes on the original parcel.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-78
Award of RFP 23-03 - Employee Benefits Consulting Services

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-78.

SYNOPSIS: The City has maintained an excellent long-term relationship with the Gallagher Benefit Services (formerly Harden & Associates) to provide consulting/broker services in the marketing of employee benefit insurance but had not openly solicited for such services for many years.

As a result, the City issued Request for Proposal 23-03 to consider the selection of an Employee Benefits Consultant/Broker to assist the Human Resources Department and represent the City in the marketing of employee benefit insurance and provide service and consultation regarding each of the City's benefit programs, including health, dental, vision, life, and long term disability insurance.

Five proposals were received and considered by the Evaluation Committee. Risk Management Associates, Inc., a wholly-owned subsidiary of Brown & Brown was ranked number one on the evaluation form and unanimously selected by the Evaluation Committee.

FISCAL IMPACT: This Agreement is for a period of three years, beginning October 1, 2023 through September 30, 2026, with the option of two additional one year renewals. The annual fee is $65,000 and will be budgeted through Employee Benefits.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-78.

Denise Matson, Human Resources Director	4/21/2023
Katie Newton, Legal Assistant	4/24/2023
Agnes White, Administrative Services Manager	5/1/2023
Pauline Testagrose, Comptroller	5/2/2023
Charles George, Interim City Manager	5/9/2023
Tammi E. Bach, City Attorney	5/9/2023

Denise K. Matson

Date: March 30, 2023

Submitted By: Denise Matson, Human Resources Director

COMMISSION ACTION: Adopt

RESOLUTION 2023-78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP 23-03 TO RISK MANAGEMENT ASSOCIATES, INC., A WHOLLY OWNED SUBSIDIARY OF BROWN & BROWN INC., TO PROVIDE CONSULTING SERVICES FOR EMPLOYEE BENEFITS IN THE AMOUNT OF $65,000 ANNUALLY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Purchasing Policies and Procedures, the City solicited a Request for Proposals (RFP) 23-03 for Employee Benefits Consulting and Brokerage Services; and

WHEREAS, the City received proposals from five firms – Risk Management Associates, Inc. (Brown & Brown), Gallagher Benefit Services, Inc., Gehring Group, Mark III Brokers, and US Employees Services Group; and

WHEREAS, an evaluation committee was convened on March 31, 2023, to discuss and rank the proposals based on experience, qualifications, and proposed cost for the scope of work specified. The committee recommends entering into an agreement with Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown Inc.; and

WHEREAS, funding will be included in the budget each year under employee benefits for all departments.

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

SECTION 1. The City Commission accepts the recommendation of the Evaluation Committee and awards RFP 23-03, Employee Benefit Consulting Services, to Risk Management Associates, a wholly owned subsidiary of Brown & Brown Inc.

SECTION 2. The Interim City Manager and City Clerk, upon review by the City Attorney, are hereby authorized to execute an agreement, attached hereto as Exhibit A, with Risk Management Associates, Inc. for a period of three years beginning October 1, 2023, through September 30, 2026, at an annual fee of $65,000, with the option of two additional one-year renewals.

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

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



_____
TAMMI E. BACH
City Attorney

Resolution 2023-78
Exhibit "A"

AGREEMENT TO FURNISH SERVICES TO THE

CITY OF FERNANDINA BEACH, FLORIDA

This AGREEMENT made on the 16th day of May, 2023 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the vendor, Risk Management Associates, Inc. whose address is 300 North Beach Street, Daytona Beach, FL, 32114 ("VENDOR").

Risk Management Associates, Inc.

For the consideration hereinafter set forth, _____, hereinafter referred to as the VENDOR, agrees to provide professional services to the City of Fernandina Beach, as follows:

1. **SCOPE OF SERVICES -** The parties hereto agree that under this Agreement, the vendor will provide professional services of a specified nature as described in Exhibit "A" - Scope of Services, attached hereto and incorporated as if fully set forth herein, when and if the CITY requests the VENDOR to provide such services.

2. **TERM OF AGREEMENT -** This Agreement will commence on October 1, 2023, and be for a period of three (3) years.

3. **ENTIRE AGREEMENT** - The terms, specifications and drawings included in this Agreement when duly executed constitute the entire agreement between the parties, unless otherwise stated on the face of the order. Acceptance of this Agreement will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. CITY and the VENDOR will not be bound by additional provisions or provisions at variance herewith that may appear in the VENDOR's quotation, acknowledgment in force, or any other communication from VENDOR to CITY unless such provision is expressly agreed to and confirmed in writing. No modification or waiver of terms of the agreement is binding unless in writing, signed by the City Manager and confirmed by a representative of the VENDOR. This agreement will be interpreted in accordance with the laws of the State of Florida.

4. **DELIVERIES/INPECTIONS** - In the event of failure to deliver material of the quality or within the time specified, CITY may cancel the order and buy elsewhere. Failure of CITY to exercise this option with respect to any installment will not be deemed a waiver with respect to future installments, if any. Materials will be received subject to CITY's right to inspect and test all materials at destination before acceptance. VENDOR must pay transportation costs and the cost of inspecting and testing of materials which are rejected by City.

5. **CONTINGENCIES** - Neither party will be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control The party so affected, upon prompt written notice to the other party, will be excused from making or taking deliveries or goods and/or services hereunder to the extent of such prevention or restriction. At City's option, deliveries so omitted will be made on notice thereof to the VENDOR, upon cessation of such contingency, even though such might have been operative at the date of this order.

6. **GOVERNMENT REGULATIONS** - VENDOR warrants that all applicable laws and regulations of government authority, covering the production, sale and delivery of the materials and performance of services specified herein, have been complied with and will indemnify and save CITY harmless from and against any liability or loss resulting from VENDOR's failure to do so.

7. **WARRANTIES** - In addition to all warranties, established by statute or common law, or set forth elsewhere in this order, VENDOR expressly warrants that all material or services conform to all specifications, drawings, samples, and descriptions furnished or adopted by CITY and will be of best quality and fit and sufficient for the purpose for which purchased. If specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. CITY's failure to give notice to VENDOR of any breach or warranty does not discharge VENDOR of any breach of warranty and will not discharge Vendor's liability therefor. Without limiting the generality of any of the foregoing, VENDOR agrees to be responsible for all defects in design, workmanship and materials which may become apparent within twelve months of receipt by CITY.

8. **INSTALLATION** - If the scope of services requires the services of experts or employees on CITY's premises, such experts or employees are not deemed to be the agents or employees of CITY. Such parties are subject to CITY's safety rules and fire regulations. VENDOR assumes full responsibility for their acts and omissions and agrees to save CITY harmless from any claims arising therefrom and to accept exclusive liability for payroll and other taxes imposed upon the employer by law. VENDOR will undertake to keep the materials and premises involved free from any lien whatsoever for materials and labor incident to the performance of personality for a lump sum amount. VENDOR agrees to furnish an analysis thereof as CITY may reasonably require for accounting purposes. VENDOR will be solely responsible for materials furnished by CITY on other than a charge basis in connection with this agreement.

9. **NON-DISCLOSURE** - Without prior written consent of the CITY in each instance, VENDOR may not reveal to a third party the details, characteristics or any information on materials made to the special order of CITY or use reproductions thereof in any promotional media or reveal that CITY is purchasing the materials ordered hereunder.

10. **OCCUPATION SAFETY AND HEALTH ACT** - VENDOR certifies that all material, equipment, etc. supplied under terms of this Agreement meets all O.S.H.A. requirements. VENDOR further certifies that, if the material, equipment, etc. delivered is subsequently found to be deficient in accordance with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the O.S.H.A. requirements will be borne by the VENDOR.

11. **PERMITS** - VENDOR is responsible for obtaining any permits necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.

12. **INDEMNIFICATION** -The parties recognize that VENDOR is an independent contractor. VENDOR 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 arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of VENDOR, its officers, employees, subcontractors, agents, and representatives. VENDOR's liability hereunder includes all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of VENDOR against the CITY and VENDOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision are not limited by the amount of any insurance required to be obtained or maintained by VENDOR. In addition, VENDOR agrees to assume liability for and indemnify, hold harmless and defend the CITY, its Mayor, Commissioners, officers, employees, attorneys, agents and representatives of, from, and against all liability and expense, including reasonable attorneys' fees, in connection with any and all claims, including claims for injunctive or equitable relief, and damages whatsoever for personal injuries or property damage, including loss of use, arising out of VENDOR's violation or alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with VENDOR's licensing of any software, hardware, uploads or downloads delivered to the CITY pursuant to this Agreement and/or arising out of the negligent or deliberate act or omission of VENDOR, its officers, employees, volunteers, representatives or agents. 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.

13. **INSURANCE** – VENDOR must procure and maintain worker's compensation insurance and commercial general liability insurance satisfactory to the CITY, with liability limits of not less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to the CITY naming the CITY OF FERNANDINA BEACH as an additional insured. It is understood and agreed that the coverage afforded by VENDOR's commercial general liability insurance also applies to CITY as an additional insured. Such policy must provide that cancellation or changes to such insurance will not occur without at least thirty (30) days prior written notice to the CITY. This requirement for proof of insurance may be modified only through approval of the City Manager and City Attorney.

14. **PAYMENT & TAXES** – Invoices must be submitted to the CITY's billing address. Payment due hereunder will be made by the CITY to VENDOR in accordance with the Florida Local Government Prompt Payment Act. The CITY is exempt from Federal Taxes on transportation charges and any Federal Excise Tax. If you prepay transportation charges, do not pay tax as the CITY will not reimburse you for the taxes paid. The CITY also is exempt from State Sales Tax.

15. **ASSIGNMENT** - VENDOR may not assign this Agreement or any part thereof without written consent of the CITY. Such consent will not relieve VENDOR from its obligations and liabilities hereunder.

16. **TERMINATION -** The CITY or the VENDOR may terminate, suspend, or delay this agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the CITY for reasons unrelated to the quality of work provided by the VENDOR, the CITY will pay the VENDOR in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment will be the sole financial obligation or responsibility of the CITY for compensation in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This Agreement will continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the CITY's request, the VENDOR must turn over to the CITY all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, reports, surveys, drawings, model results, and specifications. The CITY will have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the CITY. The CITY accepts sole responsibility for the use of the above-referenced

work products and deliverables unless prior written approval is obtained from the VENDOR.

17. **SEVERABILITY** - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent provision, and such holding will not effect the validity of the remaining portion thereof.

18. **PUBLIC RECORDS LAW REQUIREMENTS** – Pursuant to Section 119.0701, Florida Statutes, a VENDOR performing services for the CITY must: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the CITY in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law; (c) ensure that Public Records that are exempt and confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all the requirements for retaining Public Records and transfer, at no cost to the CITY, all public records in possession of Vendor within thirty (30) days after termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the CITY. If Vendor does not comply with a public records request, the CITY may pursue any and all remedies available in law or equity, including but not limited to specific performance. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide Public Records relating to this contract, contact the Custodian of Public Records at 904-310-3115, cbest@fbfl.org, 204 Ash Street, Fernandina Beach, FL.**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA,

a municipal corporation

_____
Charles L. George, Interim City Manager

Approved as to Form & Legality:

_____
Tammi Bach, City Attorney

Attest:

_____
Caroline Best, City Clerk

VENDOR

Risk Management Associates, Inc.

By: _____

Title: Executive Vice President

WITNESS:

Name: Robin Russell

Sign: Robin Russell

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

INTRODUCTION

The City of Fernandina Beach Human Resources office is accepting competitive sealed proposals for a qualified Employee Benefits Consultant/Broker to assist the Human Resources Department and represent the City in the marketing of employee benefit insurance and will provide service and consultation regarding each of the City's benefit programs.

The City will receive sealed proposals at the location stated below not later than **2:00pm, 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 23-03** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **RFP #23-03**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The 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 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

GENERAL INFORMATION

The City of Fernandina Beach regularly reviews the structure, scope, competitiveness and economic efficiency of its employee benefit insurance coverages. The City of Fernandina Beach will consider creative and innovative approaches that will help the City maintain quality employee benefits without sacrificing fiscal soundness.

The following insurance coverages are included in the City's overall employee benefit insurance program:

- ✓ Health Insurance
- ✓ Prescription Insurance
- ✓ Dental Insurance
- ✓ Vision Insurance
- ✓ Basic Life Insurance
- ✓ Supplemental Life Insurance
- ✓ AD&D Insurance

Included as separate document, please find the Employee Benefit Highlights Booklet that includes a summary of the City's current coverages.

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 of Fernandina Beach offers a comprehensive group benefits program to its employees and their dependents. The core benefit program consists of employer paid or partially paid group health, life and AD&D insurance. Employees may purchase ancillary benefits that include supplemental life insurance, dental and vision insurance. The City's group health, prescription, dental, vision and life insurance are fully-insured.

The City of Fernandina Beach is seeking an integrated approach to benefits consultation which includes the marketing of the City's benefits insurance program and also a periodic review of the benefit program performance and the offering of recommendations to improve such performance, as necessary.

MINIMUM QUALIFICATIONS

The successful Broker/Consultant will have the capability to access insurance markets on a regional or national basis to maximize the availability of coverages for the City's consideration. The successful Broker/Consultant shall demonstrate the resources at its disposal as are necessary to fulfill the requirements of the scope of services.

The successful firm shall demonstrate a proven record of providing services of this type to clients of the same size, nature, and complexity as the City.

The successful firm must possess all necessary licenses to perform the above- mentioned services as may be required by the State of Florida.

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 BROKER/CONSULTANT.

The City shall have the right to establish services and their associated fees by contract and to determine which services it may wish to utilize.

The City encourages proposals from all insurance BROKER/CONSULTANT meeting the following minimum qualifications:

1. Licensed in the State of Florida.
2. Ten years' experience as a licensed insurance broker or brokerage firm.
3. Experience working with at least three municipal accounts with 200 or more employees providing services of the same size, nature, and complexity as the City of Fernandina Beach.
4. Experience working with at least three government accounts utilizing a fully insured health plan.
5. Evidence of insurance agents' and brokers' errors and omissions insurance with a minimum limit as required in item #13 General Term and Conditions of Proposal.

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.

PROJECT SCOPE OF WORK – Tab 2

The successful BROKER/CONSULTANT shall be able to perform or provide the following services. These services shall include but not be limited to:

General Services

1. Provide dedicated personnel to be the main contact for managing account relationship. The contact will be readily accessible to City Human Resources personnel.
2. Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods.
3. Assist in the development and review of communication materials written by the City's benefit administrators and other participating organizations for content, appearance, compliance and accuracy.
4. Assist the City on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of City benefit program policy and administration.
5. Provide a qualified representative to attend meetings with City staff, Management Team, and employees as requested or needed.
6. Review all plan documents for accuracy and compliance with appropriate laws and regulations, appropriateness of items to be included in a Section 125 Plan and review of annual required filings.
7. Advise and assist the City in negotiating renewal rates and plan provisions.
8. Assist the City in annual enrollment meetings or health fairs as needed.
9. Respondents are required to be HIPAA compliant.
10. Apprise the City of current issues in the areas of benefits law and administration.
11. Act as liaison with insurance/contract issues.
12. Presentations to elected officials as needed.

Technical Services

1. Health Plan Comparison/Utilization Analysis – The BROKER/CONSULTANT is expected to work with the City in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the City in order to monitor City benefit plans. Once analyzed, the BROKER/CONSULTANT is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. It is preferred that the BROKER/CONSULTANT have in-house utilization analysis of all City medical relationships, including managed-care alternatives.
2. Compliance – The BROKER/CONSULTANT will advise the City on any federally mandated compliance requirements relevant to City plans and providing guidance, when requested, in developing compliance strategies.
3. Actuarial Report Services – The BROKER/CONSULTANT will assist in the preparation of materials required for an annual actuarial review of the City's Health Benefit program. This currently entails the City's annual actuarial filing pursuant to FS112.08 and GASB 75 OPEB valuation.
4. Section 125 Plan – The BROKER/CONSULTANT will participate in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. This includes a review of IRS Form 5500 annually submitted by the City for accuracy and compliance.
5. Wellness/Disease Management Programs- The BROKER/CONSULTANT will assist the City in evaluation, implementing and measuring the effectiveness of wellness and disease management programs.
6. Litigation – On rare occasions, the City may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the BROKER/CONSULTANT may be expected to assist the City in providing necessary materials and testify if needed.
7. Automated benefits administration and enrollment services and programs. The BROKER/CONSULTANT shall provide secure, automated benefits administration and enrollment services.

Request for Proposal Services

1. Develop RFP's for various City Benefits programs.
    a. In conjunction with the Human Resources department, prepare Requests for Proposals in compliance with the City's purchasing requirements, exploring all feasible plan designs, for employee benefit programs as needed.
    b. Develop evaluation criteria.
    c. Address any questions from vendors in the RFP process.
    d. Be present and participate in oral interviews as needed.
    e. Prepare a report analyzing the proposals using the evaluation criteria.
    f. If requested, prepare recommendations and defense of said recommendations.
2. Appeals – Prepare response to any administrative RFP appeals.
    a. Assist City Attorney in preparation of defense in the event litigation should result from the RFP process.
    b. Testify in court at the request of the City attorney if litigation should result from the RFP process.
3. Contracts
    a. Assist with the development of contracts with vendors.
    b. Work with the City attorney to ensure contract legality.
    c. Conduct negotiations of benefits; plan design, premiums rates and performance guarantees.
4. Implementation
    a. Serve as an intermediary (ombudsman) between the vendors and City during the implementation of new programs.
    b. Prepare rate-deduction spreadsheets.
    c. Review new program announcement material for content, appearance, compliance and accuracy.
5. Ongoing Contract Services – It is expected that the BROKER/CONSULTANT will:
    a. Participate in negotiations with vendors on proposed rates and benefits changes to existing contracts.
    b. Audit existing contracts on an annual basis for satisfactory performance and contract compliance.
    c. Provide quarterly written analysis of the medical plan's claims experience.
    d. Periodically provide market analysis of current renewal actions for similar sized employers in southwest Florida and analysis of quality of services and value provided by various managed care vendors.

INDIVIDUAL QUALIFICATIONS – 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.

FIRM QUALIFICATIONS AND REFERENCES – Tab 4

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.
2. Describe any special expertise your firm has in providing employee benefits and insurance services to clients with similar or related business activities, specifically include experience with self-insured health plans offered by government employers. Include a list of current client relationships (local or otherwise), if not included in your references.
3. Describe your firm's efforts to remain current on business and employee benefit issues relating to the City of Fernandina Beach business profile, including industry or association memberships, if applicable.
4. 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.

IDENTIFIED SERVICE AREAS – Tab 5

1. **Employee Benefits Assessment and Analysis** – Provide a summary of your firm's process in conducting risk assessment and analysis for firms similar to the City of Fernandina Beach. Identify resources to be used, if not already part of the proposed service team. Provide samples of internal or external reports that are a product of such assessment and analysis. Based upon the information currently available, identify areas of emerging risk relative to the City of Fernandina Beach operations, or risk warrants greater attention.
2. **Marketing** – Describe your firm's proposed marketing processes and strategies. Provide comment on current program structure and pricing (to the extent possible) with particular emphasis on your firm's assessment of the insurance market. Include identification of resources that are not part of the proposed service team. Provide a suggested listing of markets that may be considered for each major line of coverage, including your rationale for such a course of action. Include any intermediaries to be used and your relationship with those companies. (Note: The City is requesting a sample only of the markets that your company would use for an account of the size of Fernandina Beach).
3. **Data Management** – Provide commentary on the projected needs for the City of Fernandina Beach relative to data management and your firm's approach to meeting those needs. Include resources or systems that might be utilized to enhance this area of benefits management.
4. **Program Design** – Provide a brief summary of potential program designs that may be appropriate for the City of Fernandina Beach for the major lines of coverage. Include the rationale for your suggestions. Given the information provided, identify your firm's key strategies in evaluating the optimum alternatives for the City of Fernandina Beach in the major lines of coverage.
5. **Communications** – Describe formal and informal communication processes for the City of Fernandina Beach. Include proposed schedules of key meetings, timelines, and other process mileposts for the proposed client service. Include any proprietary client communications that may be appropriate and available to the City of Fernandina Beach to facilitate communications. Describe your firm's capability of producing annual benefit statements and open enrollment communications for employees.
6. **Other Services (Optional)** – Provide a brief summary of other services available from your firm that may be appropriate to the City of Fernandina Beach consideration.
7. **Broker/Consultant Compensation** – Identify your firm's preference on the means of compensation for services. Provide a detailed analysis of the fee build-up, including allocated time and rates for the service providers. Identify any proposed services that may be outside an agreed-upon fee and an estimate for

those services, if applicable. Include the details of any proposed incentive plan, if recommended.

LOCATION IN PROXIMITY TO FERNANDA BEACH – Tab 6

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

COMPENSATION / COST OF SERVICE – Tab 7

Submittals shall include an annual service fee as part of their response to this RFP. The successful firm shall be compensated on an annual fee basis. Fees will be payable quarterly at the end of each quarter. 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

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	**20**
Qualifications and experience of the staff assigned to City to perform services	**20**
References provided by other clients with comparable services	**10**
Demonstrated ability of firm to provide all identified services	**15**
Location in proximity to Fernandina Beach	**10**
Cost of Services	**25**
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 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 Repondent'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 preform and furnish the work in accordance with the submittal documents.

It is the Respondent's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if the Respondent fails to include it within their submittal. Failure to provide requested information may result in the rejection of the submittal, or a deduction in evaluation points at the sole discretion of the Evaluation Committee.

AWARD

Award recommendation will be awarded to the most responsive and responsible Respondent offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the award process.

Successful Respondent is required to have a Business License in the city where their home office is located. If Respondent's business office is located in the City of Fernandina Beach a business tax license is required.

RFP PACKAGE

Request for Proposal Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the RFP package can be directed in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

CONTACT

Specification questions during the submittal period must be submitted in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

Respondents are hereby put on notice that no contact will be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to Respondent questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the Respondent's responsibility to check the City's website for Addenda prior to submitting their proposal. The deadline for questions is ten days before proposal opening.

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

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSAL –** REQUEST FOR PROPOSAL will be prepared in accordance with the following:
   a. The enclosed Contact Sheet/Proposal Form, attached hereto as "Exhibit A", must be used when submitting your REQUEST FOR PROPOSAL.
   b. All information required by the Contact Sheet/Proposal Form must be furnished. The Proposer must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
   c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.
   d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
   e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
   f. Proposers must make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq*.
   g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
   h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
   i. Deliveries are to be made during regular business hours.
   j. Proposals and Proposal prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.

2. **SUBMISSION OF PROPOSAL**
   a. Submittals and changes thereto must be enclosed in sealed envelopes and addressed as instructed. The name and address of the respondent, the date and hour of the Request for Proposal opening and the material or service must be placed on the outside of the envelope.
   b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. **REJECTION OF PROPOSAL**
   a. The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.

4. **WITHDRAWAL OF PROPOSAL**
   a. Proposals may not be withdrawn after the time set for the opening for a period of time as specified.
   b. Proposals may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE PROPOSAL

a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
b. Modifications in writing received prior to the time set for the opening will be accepted.

LOCAL, STATE, AND FEDERAL COMPLIANCE

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

7. AWARD OF REQUEST FOR PROPOSAL

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

8. NOT RESPONSIBLE FOR COSTS

a. The City will not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer must enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond must be for an amount not less than five percent (5%) of the Proposal price and
must be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

a. In the event the Contract is awarded to the Proposer, Proposer will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Proposer must forfeit its proposal security.
Payment and Performance Bond must be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.
The following exceptions to proposer providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security must be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security must be in the amount of the proposal.

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that 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

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

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.

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.

EXHIBITS

EXHIBIT "A" **Contact Sheet**

EXHIBIT "B" **Public Entity Crimes**

EXHIBIT "C" **Drug-Free Workplace Certification**

EXHIBIT "D" **E-Verify Statement**

EXHIBIT "E" **Proposer Acknowledgements and Agreements**

EXHIBIT "F" **Conflict of Interest**

EXHIBIT "G" **Non-Collusion Affidavit**

EXHIBIT "H" **Disputes Disclosure**

EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

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

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

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

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____
Notary Public
My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: _____

CITY: _____STATE: _____ ZIP CODE: _____

SIGNATURE: _____PHONE: _____

NAME (TYPED OR PRINTED): _____TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: _____Title: _____

Signature: _____Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

My name is_____and my relationship to the entity named above is_____.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

My name is_____and my relationship to the entity named above is_____.

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

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

Firm	Date
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-03
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **RFP 23-03**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the bid submittal. Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-03
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

1. Do you currently have a benefits consultant/broker? If so, who?
   Joshua Jolley, CEBS
   Gallagher Company
   501 Riverside Ave, Ste 1000
   Jacksonville, FL 32202
   904-548-2302

2. What is your current contract fee amount for all lines of coverage? Current fees are commission based. Life Insurance is 1x annual earnings to $150k; and AD&D. Currently Mutual of Omaha. The agent is L.B. Bryan Company. The annual premium is $47,854.00.

3. Please provide commission percentages as well as annual premium by line of coverage.
   Current Premiums: Medical $2,909,583; Dental $96,115; Vision $76,404
   Current Percentages: Medical 3.09%; Dental 3%; Vision 10%

4. What value added services does the current broker offer at no cost to the City? (i.e. Ben Admin platform, COBRA admin, etc.) Employee Navigator is offered by the current broker of record at no additional charge.

5. Please confirm the City is fully insured. The City is Fully Insured for all lines of coverage.

6. Is the City considering transitioning to a self-funded program? The City is not considering a change to self-funded at this time. The City evaluates this on a year-to-year basis.

7. Doe the City pay a fee for the enrollment technology or does current Agent of Record cover the cost associated with Employee Navigator? Agent of Record covers the cost

CITY OF FERNANDINA BEACH RFP OPENING TALLY

RFP 23-03

RFP Name: EMPLOYEE BENEFIT CONSULTING AND BROKERAGE SERVICES

Attended by: Denise Matson, Wanda Weaks

DATE/TIME REC'D	COMPANY NAME/LOCATION	RFP AMOUNT FIRST THREE YEARS	RFP AMOUNT ADDITIONAL TWO YEARS	EXHIBITS A-H	BOND
3/17/2023 12:32PM	**Gehring Group**, Palm Beach Gardens, FL **w/Employee Navigator**	$ 99,000.00	$ 101,000.00	√	
	Gehring Group, Palm Beach Gardens, FL **w/Bentek**	$ 126,000.00	$ 128,000.00	√	
3/20/2023 3:15AM	**US Employee Benefits**, Jacksonville, FL	$ 80,000.00	Additional Projects charged at an hourly rate of $175-$250PerHour	√	
03/21/2023 9:35AM	**Brown & Brown Public Sector**, Daytona Beach, FL	$ 65,000.00	$ -	√	
3/21/2023 10:29AM	**Mark III Brokerage Inc.**, Charlotte, NC (Office in Nassau County)	$ 75,000.00	$ -	√	
3/21/2023 11:19AM	**Gallagher Benefit Services, Inc.** Jacksonville, FL	$ 82,500.00	$ 85,000.00	√	

This is a premliminary 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

City of Fernandina Beach

RFQ # 23-03

Employee Benefits Consulting and Brokerage Services

Response Prepared By:

Risk Management Associates, Inc. dba
A wholly owned subsidiary of Brown & Brown, Inc.
Brown & Brown Public Sector

Melanie Stegall – Employee Benefits Advisor
300 North Beach Street
Daytona Beach, FL 32114
(386) 239-5779

Submittal Date: March 21, 2023 at 2:00 PM

ELECTRONIC COPY

Brown & Brown

City of Fernandina Beach

Request for Proposal #23-03

Employee Benefits Consulting and Brokerage Services

	Tab
Cover Letter & Forms	**1**
Project Scope of Work	**2**
Individual Qualifications	**3**
Firm Qualifications & References	**4**
Identified Service Areas	**5**
Location in Proximity to Fernandina Beach	**6**
Compensation / Cost of Service	**7**
Attachments	**8**

Sample Service Calendar
Sample Renewal Proposal
Sample Renewal Questionnaire
Sample Benefit Guide

Brown & Brown

Tab 1

Cover Letter & Forms

March 21, 2023

Wanda Weaks, Purchasing Agent
Attn: City Clerk's Office
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034

RE: Request for Proposal #23-03 – Employee Benefits Consulting and Brokerage Services

Dear Ms. Weaks:

On behalf of Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc., we are pleased to submit our proposal for the City of Fernandina Beach's Request for Proposal #23-03 for Employee Benefits Consulting and Brokerage Services. We trust that you will find our response to be concise in demonstrating our understanding of the City's solicitation for a qualified, professional employee benefits consultant.

Market Presence
5th largest insurance broker in the United States of America – $22+ Billion in premiums

Public Sector Experience – 30+ Years of Service
We represent more Florida Governments than any other broker. Our office is 100% dedicated to the insurance needs of Florida's public sector clients.

Homegrown Florida Company
Founded in 1939 in Daytona Beach, our company remains proudly Florida domiciled. Brown & Brown is the largest broker in Florida, with 60 offices throughout the state.

Local Presence
The proposed management team is located in our Corporate Headquarters in Daytona Beach (300 North Beach Street, Daytona Beach, FL 32114). Additionally, a local Brown & Brown office is located in Jacksonville, FL.

The A-Team
Our team brings extensive public sector experience, a unique perspective from representing public employers ranging from small special districts to large cities, counties and school districts, and expertise in assisting in cost containment strategies.

Brown & Brown's Employee Benefits Division has developed into one of the nation's largest with premiums more than $4 billion annually. This premium affords us a distinct advantage when it comes time to negotiate the City's renewals. Our success is due largely to our ability to adapt to the demands of the marketplace and to the needs of our clients. Our employee benefits team provides our many

public sector clients with the tools and resources they need to develop and continue successful employee benefits programs:

- Budget Projections
- Detailed Claims Analysis (if available)
- Benchmarking Reports
- Unique Team of Subject Matter Experts
- Communications & Presentations
- Extensive Compliance Resources

Our staff is comprised of experienced forward-thinkers, with a client-first, service-focused approach. They are highly trained in public entity compliance and Florida State Statute 112.08 regarding public entity insurance placement.

It is our intent to demonstrate our firm's willingness and ability to provide the requested services as outlined in this bid response. Every effort was made to concisely provide all requested information, all required completed forms, and succinctly illustrate our understanding of the required scope of services as well as other services provided by or recommended by Brown & Brown.

We thank the Selection Committee, in advance, for your review and consideration of our response. We are excited for the opportunity to work with the City and are confident that a partnership with Brown & Brown will yield significant cost savings and increase employee satisfaction with the benefit plans.

I, Matthew Montgomery, am authorized to negotiate and contractually obligate Brown & Brown. I can be reached at:

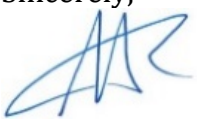
300 North Beach Street
Daytona Beach, FL 32114
Email: Matt.Montgomery@bbrown.com | Direct: (386) 239-7245

Mr. Montgomery and Melanie Stegall will be the Project Managers/Advisors assigned to the City of Fernandina Beach's project and are both located in the Brown & Brown Headquarters in Daytona Beach. Ms. Stegall's contact information is below:

Melanie Stegall
Email: Melanie.Stegall@bbrown.com | Direct: (386) 239-5779

We are available at the request of the City to participate in any oral interviews. Please feel free to contact me should you need further clarification of our proposal.

Sincerely,



Matthew Montgomery
Executive Vice President

2. City Exhibits A-I. Include any applicable licenses/certifications.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

RISK MANAGEMENT ASSOCIATES, INC. DBA PUBLIC
RISK INSURANCE ADVISORS

300 NORTH BEACH ST
DAYTONA BEACH FL 32114

Agency License Number L018706

Location Number: 133164

Issued On 09/14/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MATTHEW ROBERT MONTGOMERY

License Number : W162587

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	01/09/2014
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	10/04/2013

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MELANIE K STEGALL

License Number : W295406

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	12/08/2015

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MORGAN LYNN LEGATH

License Number : W240263

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	02/13/2015

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

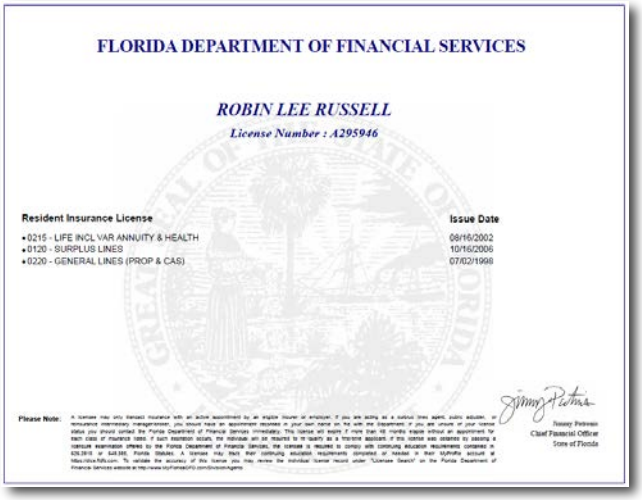
MORGAN MICHELLE JOHNSON

License Number : W393927

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	04/13/2017

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ROBIN LEE RUSSELL

License Number : A295946

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	08/16/2002
• 0120 - SURPLUS LINES	10/16/2006
• 0220 - GENERAL LINES (PROP & CAS)	07/02/1998

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

TIFFANY HILL

License Number : W239585

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	01/29/2015

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.MyFloridaCFO.com/Division/Agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "A"

CONTACT SHEET

Name: Risk Management Associates, Inc.

Federal Taxpayer ID: 59-2445801

Mailing Address: 300 North Beach Street

City, State, & Zip Code: Daytona Beach, FL 32114

Telephone: (386) 239-5779 **Fax:** (386) 239-4049

Email: melanie.stegall@bbrown.com

Submitted By: Melanie Stegall

Title: Employee Benefits Advisor

Accounting Contact:

Name: Michelle Alvarez, CPA **Title:** Account Leader

Email Address: michelle.alvarez@bbrown.com **Phone:** (386) 333-6035

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND 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 RFP 23-03 Employee Benefits Consulting & Brokerage Services
2. This sworn statement is submitted by (entity) Risk Management Associates, Inc. whose business address is 300 N. Beach St., Daytona Beach, FL 32114 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2445801 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is Matthew Montgomery and my relationship to the entity named above is Executive Vice President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
    1. A predecessor or successor of a person convicted of a public entity crime; or
    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, 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 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

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

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

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

Signature _____ Date: 3/20/2023

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20 day of March, 2023, and is personally known to me, or has provided _____ as identification.

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 270628

Robin Lee Russell
Notary Public
My Commission expires: 9/30/2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

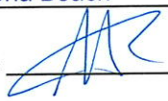
5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Risk Management Associates, Inc.

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

SIGNATURE:  PHONE: (386) 239-7245

NAME (TYPED OR PRINTED): Matthew Montgomery TITLE: Executive Vice President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-03

Project Description: Employee Benefits Consulting and Brokerage Services

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Risk Management Associates, Inc.

Authorized Signature: 

Title: Executive Vice President

Date: 3/20/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms. *Please see exceptions noted below

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: Matthew Montgomery Title: Executive Vice President

Signature: _____ Date: 3/20/2023

Our insurance will exceed the Insurance requirements in the RFP (see informational Certificate of Insurance on the next pages). Of particular note:

- Item B, page 13, requests a "Per Project" General Aggregate. Due to the nature of our business, our General Liability coverage applies on a Per Policy basis. You will find that our General Aggregate far exceeds the $3,000,000 requirement with a $20,000,000 limit including the Umbrella limits.
- Item B9, page 13, requests copies of actual policies. Brown & Brown legal counsel prefers not to provide copies of policies to any outside party. We will, however, provide updated Certificates of Insurance and/or other forms confirming appropriate insurance coverage.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2023

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

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

PRODUCER		CONTACT NAME:	Jayne McGraw	
Brown & Brown of Florida, Inc. 300 N Beach Street Daytona Beach FL 32114		PHONE (A/C, No, Ext):	(386) 239-5757	FAX (A/C, No): (386) 323-6190
		E-MAIL ADDRESS:	Jayne.McGraw@bbrown.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED		INSURER A :	Travelers Property Casualty Company of America	25674
BROWN & BROWN INC ET AL RISK MANAGEMENT ASSOCIATES, INC. PO Box 2412 Daytona Beach FL 32115		INSURER B :	The Continental Insurance Company	35289
		INSURER C :	XL Specialty Insurance Company	37885
		INSURER D :	The Charter Oak Fire Insurance Company	25615
		INSURER E :	National Fire & Marine Insurance Company	20079
		INSURER F :	Lloyds	

COVERAGES **CERTIFICATE NUMBER:** 23023 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			TC2JGLSA-9527B874-TIL-23	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			TJCAP-9527B862-TIL-23	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$ 50,000
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			60111849429	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-1R870198-23-51-K	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	INS AGENTS/BROKERS PROFESSIONAL LIAB E&O			US00106979EO23A	01/01/2023	01/01/2024	EA WRONGFUL ACT	20,000,000
							AGGREGATE	20,000,000

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

FOR INFORMATION

CERTIFICATE HOLDER

RISK MANAGEMENT ASSOCIATES INC

P O BOX 2416
DAYTONA BEACH FL 32115

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Doug Beasley

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	BROWN & BROWN INC ET AL
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CYBER LIABILITY COVERAGE:

POLICY #B0146CYUSA2301654-CARRIER F-LLOYDS-EFF 1/1/23-1/1/24-LIMIT $10,000,000

POLICY #42-EPP-319442-02-CARRIER E-NATIONAL FIRE & MARINE INSURANCE COMPANY-NAIC #20079-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY PER CLAIM/AGGREGATE $5,000,000 EXCESS OF $10,000,000

POLICY #B0146CYUSA2301659-CARRIER F-LLOYDS-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY EACH CLAIM/AGGREGATE $15,000,000 EXCESS OF $15,000,000

POLICY #USF01039623-CARRIER G-ALLIANZ GLOBAL RISKS US INSURANCE COMPANY-NAIC #35300-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY EACH CLAIM/AGGREGATE

POLICY #PEO 0201 0413-CARRIER H-ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY-NAIC #41718-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY EACH CLAIM/AGGREGATE

DATA BREACH = INFORMATION SECURITY & PRIVACY INSURANCE WITH ELECTRONIC MEDIA LIABILITY

MEDIA INTELLECTUAL PROPERTY LIABILITY, NETWORK SECURITY AND PRIVACY LIABILITY, CYBER EXTORTION, SOCIAL ENGINEERING, REPUTATION HARM AND CRYPTOJACKING IN THE AGGREGATE FOR CLAIMS, COSTS AND DAMAGES

WORKERS COMPENSATION COVERAGE (AZ, WI, MA):

POLICY UB-1R861269-23-51-R-INSURER A-TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA-WORKERS COMPENSATION--EFF 1-1-23 TO 1-1-24, LIMITS 1,000,000/1,000,000/1,000,000 - COVERS AZ, WI, MA

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-03 Employee Benefits Consulting and Brokerage Services

This sworn statement is submitted by (entity) Risk Management Associates, Inc. whose business address is 300 N. Beach St., Daytona Beach, FL 32114 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2445801 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Matthew Montgomery and my relationship to the entity named above is Executive Vice President

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

_____ 3/20/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20 day of March, 20 203 and is personally known to me, or has provided _____ as identification.

Robin Lee Russell My Commission expires: 9/30/2026
Notary Signature

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 270628

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-03 Employee Benefits Consulting and Brokerage Services

This sworn statement is submitted by (entity) Risk Management Associates, Inc. whose business address is 300 N. Beach St. Daytona Beach, FL 32114 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2445801 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Matthew Montgomery and my relationship to the entity named above is Executive Vice President

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

_____ 3/20/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20 day of March, 2023, and is personally known to me, or has provided _____ as identification.

Robin Lee Russell My Commission expires: 9/30/2026
Notary Signature

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 270628

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO__X_____

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

YES_____NO__X_____

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

YES_____NO__X_____

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

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

Risk Management Associates, Inc.	3/20/20023
Firm	Date
	Matthew Montgomery, Executive Vice President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-03
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **RFP 23-03**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the bid submittal. Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Matthew Montgomery **TITLE:** Executive Vice President

ADDRESS: 300 North Beach Street

CITY: Daytona Beach **STATE:** FL

AUTHORIZED SIGNATURE:  **DATE:** 3/20/2023

Brown & Brown

Tab 2

Project Scope of Work

Tab 2: Project Scope of Work

Scope of Work	Agree	Disagree
General Services		
1. Provide dedicated personnel to be the main contact for managing account relationship. The contact will be readily accessible to City Human Resources personnel.	✓	
2. Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods.	✓	
3. Assist in the development and review of communication materials written by the City's benefit administrators and other participating organizations for content, appearance, compliance, and accuracy.	✓	
4. Assist the City on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of City benefit program policy and administration.	✓	
5. Provide a qualified representative to attend meetings with City staff, Management Team, and employees as requested or needed.	✓	
6. Review all plan documents for accuracy and compliance with appropriate laws and regulations, appropriateness of items to be included in a section 125 Plan and review of annual required filings.	✓	
7. Advise and assist the City in negotiating renewal rates and plan provisions.	✓	
8. Assist the City in annual enrollment meetings or health fairs as needed.	✓	
9. Respondents are required to be HIPAA compliant.	✓	
10. Apprise the City of current issues in the areas of benefits law and administration.	✓	
11. Act as liaison with insurance/contract issues.	✓	
12. Presentations to elected officials as needed	✓	
Technical Services		
1. Health Plan Comparison/Utilization Analysis – The BROKER/CONSULTANT is expected to work with the City in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the City in order to monitor City benefit plans. Once analyzed, the BROKER/CONSULTANT is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. It is preferred that the BROKER/CONSULTANT have in-house utilization analysis of all City medical relationships, including managed-care alternatives.	✓	
2. Compliance – The BROKER/CONSULTANT will advise the City on any federally mandated compliance requirements relevant to City plans and providing guidance, when requested, in developing compliance strategies.	✓	

3. Actuarial Report Services – The BROKER/CONSULTANT will assist in the preparation of materials required for an annual actuarial review of the City's Health Benefit program. This currently entails the City's annual actuarial filing pursuant to FS112.08 and GASB 75 OPEB valuation.	✓	
4. Section 125 Plan – The BROKER/CONSULTANT will participant in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. This includes a review of IRS Form 5500 annually submitted by the City for accuracy and compliance.	✓	
5. Wellness/Disease Management Programs – The BROKER/CONSULTANT will assist the City in evaluation, implementing and measuring the effectiveness of wellness and disease management programs.	✓	
6. Litigation – On rare occasions, the City may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the BROKER/CONSULTANT may be contracting, or employee grievances.	✓	
7. Automated benefits administration and enrollment services and programs. The BROKER/CONSULTANT shall provide secure, automated benefits administration and enrollment services.	✓	
Request for Proposal Services		
1. Develop RFP's for various City Benefits programs a. In conjunction with the Human Resources department, prepare Requests for Proposals in compliance with the City's purchasing requirements, exploring all feasible plan designs, for employee benefit programs as needed. b. Develop evaluation criteria. c. Address any questions from vendors in the RFP process. d. Be present and participate in oral interviews as needed e. Prepare a report analyzing the proposals using the evaluation criteria f. If requested, prepare recommendations and defense of said recommendations.	✓	
2. Appeals – Prepare response to any administrative RFP appeals. a. Assist City Attorney in preparation of defense in the event litigation should result from the RFP process. b. Testify in court at the request of the City Attorney if litigation should result from the RFP process	✓	
3. Contracts a. Assist with the development of contracts with vendors. b. Work with the City attorney to ensure contract legality. c. Conduct negotiations of benefits; plan design, premiums rates and performance guarantees.	✓	
4. Implementation a. Serve as an intermediary (ombudsman) between the vendors and City during the implementation of new programs. b. Prepare rate-deduction spreadsheets. c. Review new program announcement material for content, appearance, compliance and accuracy.	✓	

5. Ongoing Contract Services – It is expected that the BROKER/CONSULTANT will: a. Participate in negotiations with vendors on proposed rates and benefits changes to existing contracts. b. Audit existing contracts on an annual basis for satisfactory performance and contract compliance. c. Provide quarterly written analysist of the medical plans' claims experience. d. Periodically provide market analysis of current renewal actions for similar sized employers in southwest Florida and analysis of quality of services and vale provided by various managed care vendors.	✓	

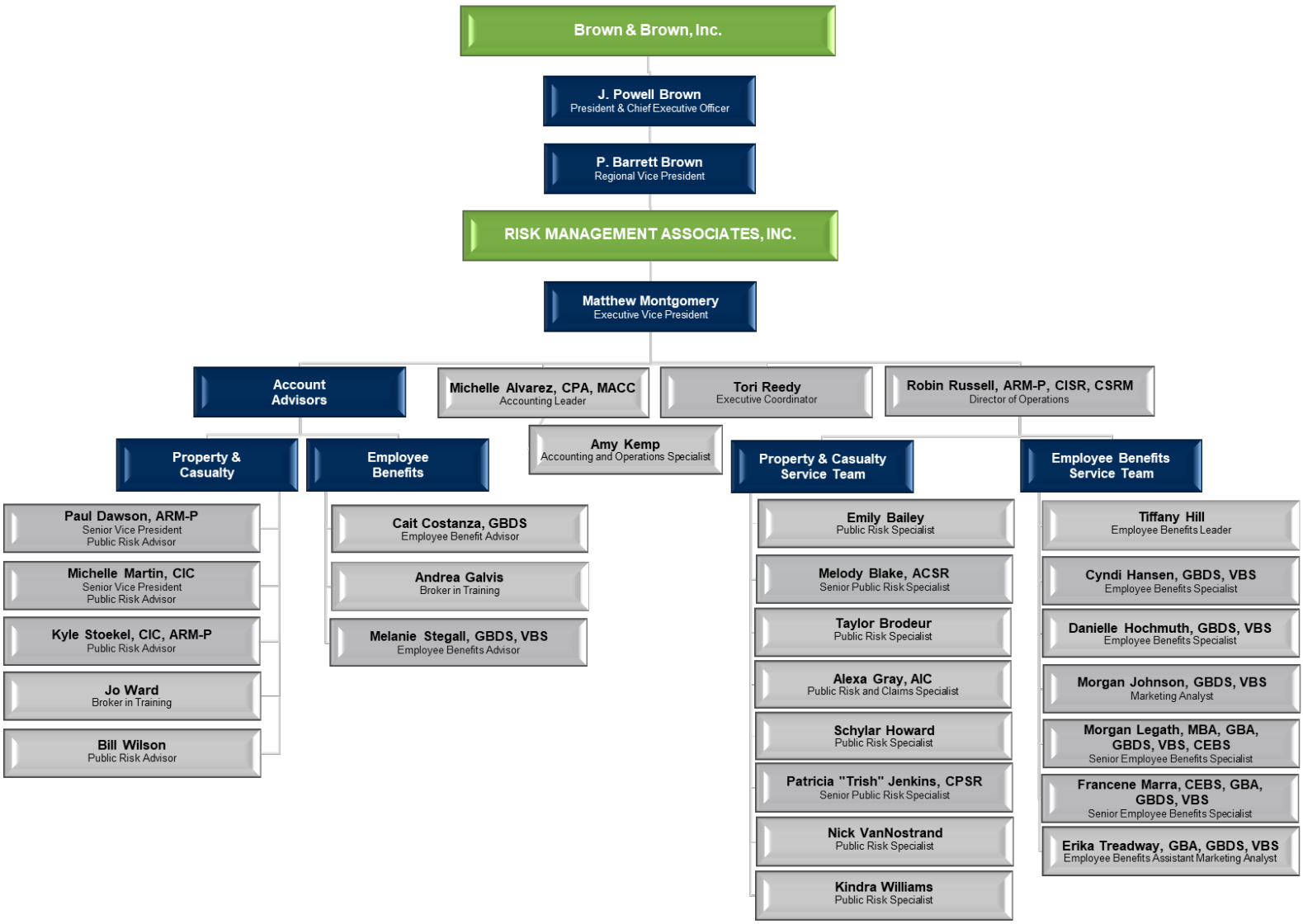
Brown & Brown

Tab 3

Individual Qualifications

Tab 3: Individual Qualifications

1. **Provide a resume for reach 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.**



Matthew Montgomery
Executive Vice President

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
2015 to Present. Executive Vice President
Responsible for the executive oversight of Public Risk Insurance Advisors. Additional duties include production, marketing and service of public entity insurance programs and accounts.

September 2013 –2015. Account Executive
Responsibilities include direct consulting with clients to identify and analyze risk exposures and coverage needs, and develop and design individualized insurance programs. Professional client services include oversight of insurance and risk management programs, including claims advocacy, internal policy and procedures development, and contract review.

Florida Department of Highway Safety and Motor Vehicles
May 2012 – September 2013. Legislative Affairs Director
Served as the lead on all departmental advocacy before the legislature, including all lobbying on behalf of the Florida Highway Patrol. Responsibility for all budget and legislation and responsible for securing the funding to run one of the largest state agencies in Florida.

Southern Strategy Group
December 2007 – May 2012. Partner Lobbyist
Advocated on behalf of clients such as Disney, Apple, NASCAR, BCBS, and CVS. Partner in the largest state-level lobbying firm in the country. Experience lobbying the Executive and Legislative branches at all levels.

Florida Department of Agriculture and Consumer Services
January 2007 – December 2007. Deputy Director, Office of Legislative Affairs
Legislative advocacy for Cabinet Level agency focusing predominantly on the House of Representatives.

Charles H. Bronson Campaign
January 2006 – January 2007. Deputy Campaign Manager
Responsibilities included all internal organization of contributions, volunteers, scheduling, and communications.

United States Senate, Office of Senator Bill Nelson (FL)
December 2002 – June 2006. Assistant to the Chief of Staff
Responsible for incoming communications which included over 300 calls a day and over 100 pieces of written communication.

EDUCATION

Florida State University, BS Degree, Philosophy

LICENSES

2-20 General Lines Agents License, State of Florida
2-15 Life, Health, and Variable Annuities License, State of Florida

Melanie Stegall, GBDS, VBS
Employee Benefits Advisor

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
November 2015 to present. Employee Benefits Advisor
Responsibilities include direct consulting with clients to identify, analyze, develop and design employee benefit programs for Municipalities and Special Districts. Professional client services include claim reports, benchmarking, compliance updates, Affordable Care Act employer compliance and employee education, marketing benefits, insurance carrier negotiations and contract review. Effective and efficient communication methods for elected board presentations, committee meeting participation, and union negotiations.

PNC Bank
June 2006 – November 2015 Branch Manager
Responsibilities include small business development including, but not limited to, consulting with clients on their business's financial standing, analyzing current accounts and financial programs currently being used and recommending enhancements or opportunities to save on cost and increase cash flow. Managed a team of 7 to work as a team to work efficiently and effectively meet and exceed branch goals as well as client expectations.

EDUCATION

Kansas State University, BS Degree, Business Administration
Group Benefits Disability Specialist (GBDS)
Voluntary Benefits Specialist (VBS)

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

PROFESSIONAL AFFILIATIONS

VLOC-Volusia League of Cities
RLOC-Ridge League of Cities
FASD-Florida Association of Special District

Tiffany Hill
Employee Benefits Leader

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
February 2023 to present. Employee Benefits Leader
Responsibilities include establishing, directing, and monitoring sales, marketing and client services. Developing departmental goals and objectives which align with statewide public sector strategy while acting in accordance with established policies and procedures. Promote collaboration between the sales and service departments to deliver an exceptional customer experience and improve efficiencies and streamline processes. Participate in training opportunities to remain current on industry information, new product development, legislation, coverages, and technology including professional development and continuing education required for valid licensing.

Celebrity Home Loans
March 2021 – February 2023 Human Resources Manager
Responsibilities include supporting the Corporate Home Team as well as multiple divisions within the company in the areas of: Employee Relations, Training and Development, Benefits, and Performance Management.

Brown & Brown of Florida, Inc.
December 2014 – March 2021 Implementation Team Manager/Wellness Specialist/Account Manager
Responsibilities include acting as primary leader of the implementation team. Overseeing all employee open enrollment and new hire enrollment meetings for entire Brown & Brown Daytona benefits book of business. Client point of contact for any client population health initiative/effort. Also responsible for servicing book of business with client sizes of 50-750 lives.

EDUCATION UMASS Amherst, BS Degree, Hospitality and Tourism Management

LICENSES 2-15 Life, Health & Variable Annuity License, State of Florida

Morgan Legath, GBDS, VBS
Senior Employee Benefits Specialist

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
December 2014 – Present. Account Representative
Responsibilities include working with public entity benefit clients. This includes the day-to-day servicing of benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, marketing to obtain the best product and pricing for the clients. Facilitate open enrollment meetings and wellness programs / health fairs for our clients. Provide technical support to the Account Executives.

Daytona State College, School of Applied Business
June 2011 – July 2014. Coordinator
Academic assistance and support. Monitor student progress and refer to student support services as needed for early intervention to ensure retention. Assist in development and implementation of individualized employability plans. Data entry, including graduation application check-downs and approvals. Process incoming and outgoing phone calls and emails. Utilize the following: Microsoft Word, Excel, and Outlook.

Daytona State College, Office of Admissions
September 2006 – June 2011. Sr. Staff Assistant
Office support and multi-line phone system. Planning and support services for recruitment events and college tours. Prepare and maintain master recruitment travel schedule. Prepare departmental forms, procedure manuals, meeting notes and flow charts utilizing Microsoft Word and Excel. Departmental leave designee.

EDUCATION

Florida State University, MBA degree, Risk Management & Insurance Specialization
Daytona State College, Daytona Beach, FL
Group Benefit Disability Specialist (GBDS)
Certified Employee Benefits Specialist (CEBS)

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

Danielle Hochmuth, VBS
Employee Benefits Specialist

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
November 2020- Present. Employee Benefits Specialist
Responsibilities include working with public entity benefit clients. This includes the day-to-day servicing of benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, marketing to obtain the best product and pricing for the clients. Facilitate open enrollment meetings and wellness programs / health fairs for our clients. Provide technical support to the Benefits Advisors.

Florida Healthcare Plans
January 2020-November 2020- Medical Customer Service Specialist
Responsibilities include the following, answering daily inbound calls, this includes calls from local labs, hospitals, doctors' offices, insurance carriers, patients etc. Assisting the Billing Department in sending out 90-day letters, notices of past due balances to patients and collecting past due balance payments. Confirming, canceling, and rescheduling patient appointments. Following up with patients in regards to referrals received from other physician offices. Sending out office notes/summaries of visits to primary care physicians or other requesting physicians. Researching and verifying insurance coverage and copays prior to appointment scheduling. Assisting patients with any questions/concerns/complaints they may have in the office or over the phone. Daily checking-in and checking-out of patients, which includes collecting copays, scheduling follow-ups, and printing out any necessary paperwork for the patient after their appointment. Required strong problem solving skills, effective verbal communication skills, team collaboration, a clear understanding of health insurance coverage, the ability to multitask and work efficiently in a fast paced demanding work environment

EDUCATION

East Stroudsburg University (Pennsylvania), B.S. in Business Management,
Group Benefits Disability Specialist (GBDS)
Volunteer Benefits Specialist (VBS) Designations

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

Morgan Johnson, GBDS
Marketing Specialist

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
December 2018 to Present. Marketing Specialist
Advanced knowledge of health insurance markets, products and identifying qualified products and appropriate carrier opportunities to improve benefits programs and manage costs. Responsible for initiating all marketing services and approach all markets as appropriate on behalf of all clients and prospects. A full market search is conducted for all lines of insurance currently in place for a client as well as any new lines of coverage requested or required due to risk exposures. Track carrier financial status and communicate to the Department so that clients are notified in advance of any negative change in status.

January 2017 – December 2018. Account Representative
Responsibilities include working with public entity benefit clients. This includes the day to day servicing of benefits accounts, settling and tracking claims, settling any billing disputes, corresponding with human resources and directly with employees, marketing to obtain the best product and pricing for the clients. Facilitate open enrollment meetings and wellness programs / health fairs for our clients. Provide technical support to the Account Executives.

Publix Super Markets, Inc.
February 2011 – October 2016. Customer Service Staff
Responsibilities included, but not limited to, training new Customer Service Staff, Front Service Clerks, and Cashiers. This includes training new Customer Service Staff on all cash office operations including opening tasks, closing tasks, deposits, etc. Successfully handling customer complaints and resolving issues accordingly. Being an active member of Safety/Accident Prevention Team. Daily supervision of Cashiers and Front Service Clerks. Required strong problem solving skills and associate relations, as well as expert knowledge in providing answers for complicated operational questions.

EDUCATION

Daytona State College
Group Benefit Disability Specialist (GBDS)

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

Erika Treadway, GBDS, VBS
Employee Benefits Assistant Marketing Analyst

EXPERIENCE

Risk Management Associates, Inc.
(a wholly owned subsidiary of Brown & Brown, Inc.)
September 2021 – Present. Employee Benefits Asst Marketing Analyst
Identifies qualified products and suitable carrier opportunities to improve benefit programs and manage costs for public entity clients and prospects. Responsible for initiating marketing services as appropriate and conducting a full market search for all current lines of insurance as well as any new lines of coverage being requested by clients to mitigate their potential risk exposures. Track carrier financial status and communicate the findings so that clients can stay informed of any negative changes in status. Analyze industry trends, benefit plan structures, carrier reports, and plan designs to make appropriate benefit plan recommendations. A liaison between clients and insurance carriers to assist in resolving service issues and policy interpretations. Assists other members of the Employee Benefits Team as needed.

Florida Department of Agriculture and Consumer Services
Florida Forest Service - Reg 3 Wildland Fire Management Team
September 1999 – September 2021. Administrative Assistant
Assisted in the program development and establishment of four, six-man teams that the State of Florida currently utilizes to mitigate wildfire hazard and destruction; to include production and budget monitoring tools, production reporting databases and spreadsheets, personnel hiring and human resource needs, financial and personnel management documents, personnel training, and employee benefit packages. Duties included purchasing, accounts payable, budget reconciliation, hiring manager, human resource employee assistance, and mitigation accomplishment reporting.

Florida Interagency Incident Management Team
March 2000 – May 2019, Finance Section, notably Red Team Finance Section Chief
Collaborated in interagency negotiations to update the Interagency Incident Business Manual Handbook financial requirements that must be followed on all non-military emergency response incidents as part of the Incident Command System in the United States. Duties included maintaining accurate estimates of the expenses accruing during times of disaster and managing the Finance Section for emergency response incidents.

EDUCATION

University of Florida, B.A. Business Administration/Finance (magna cum laude)
Group Benefit Disability Specialist (GBDS)
Voluntary Benefits Specialist (VBS)

LICENSES

2-15 Life, Health & Variable Annuity License, State of Florida

Additional Teammates Serving the City

Brandon Savage

Director of Analytics

Email: Brandon.Savage@bbrown.com
Phone: (386) 239-7241

Brandon Savage will serve as the City's dedicated Analytical Consultant. He has over 13 years of insurance industry and has excelled in a variety of diverse roles over the course of his career, including Account Executive and Director of Account Management, predominantly for self-funded clients or fully insured clients with 300+ lives.

He is an alumnus of the State University of New York and holds a Florida Life & Health License. Brandon has been with Brown & Brown just over 5 years and leads the Analytics team. On a high level, Brandon's team is responsible for analyzing claims data, making recommendations for changes in plan design where needed, benchmarking plan designs, identifying cost drivers, as well as serving as the primary liaison with our actuaries.

Areas of Expertise Include:

- Quarterly claims analysis
- Monthly budget summaries
- Plan Design & Contribution benchmarking
- Financial projections
- Employer & Employee contribution modeling
- Alternate stop loss deductible recommendations
- Coordination with actuary to assist with 112.08, RDS, GASB, and OPEB filings for self-funded public entity clients

Ashley Diaz

Population Health Consultant

Email: Ashley.Diaz@bbrown.com
Phone: (386) 868-0191

Ashley Diaz is a member of Brown & Brown's National Population Health team. She brings over 5 years of experience consulting in workforce wellness, health, and productivity in the middle-market. Ashley has worked with employers in every major industry with workforces ranging from 100 to 10,000 employees. Ashley is certified through the Wellness Council of America (WELCOA) and holds her 2-15 Life, Health, and Annuity License. She earned a B.A. in Communication and Media Studies from Stetson University.

Areas of Expertise Include:

- Assessing current insurance programs, wellness programs, and engagement strategies
- Analyzing claims to identify specific cost and productivity drivers
- Determining the estimated cost of unmanaged emotional and behavioral health issues
- Developing a 3-year custom roadmap with recommendations tailored to the City's unique needs
- Developing an engagement strategy including communication and incentive programs for employees
- Creating a performance dashboard and establishing annual review metrics for vendors and programs we put in place with the City.

Curt Evans

Actuary

Curt Evans has 31 years of experience in providing employee benefit actuarial consulting. He is a Fellow of the Society of Actuaries and an Enrolled Actuary under ERISA.

Mr. Evans consults on active and retiree health and welfare benefit programs for the private and public sector. The active healthcare services that he provides include plan design costing, premium equivalence and reserve determinations, and Medicare Part D creditable coverage testing. Retiree services include actuarial valuations for financial statement reporting under FASB and GASB, including cash flow, expense and liability forecasting. Mr. Evans also consults on retirement benefit programs for the private and public sector. He is knowledgeable on all aspects of pension administrative, funding and accounting rules. He consults with clients on plan funding and investment strategies, financial forecast projections, valuation assumptions and method setting, plan design alternatives, and legal and government reporting compliance.

Mr. Evans graduated from Penn State University in 1988 with a bachelor's degree in mathematics, became an Enrolled Actuary in 1993 and a Fellow of the Society of Actuaries in 2001.

Dr. Louise Short, MD, MSC

National Clinical Leader

Dr. Short is the National Clinical Leader for Brown & Brown. Her passion and her focus is working with employers to develop innovative strategies and solutions that engage and support employees and their families in making good choices to avoid the cost and consequences of poor health. She is a seasoned, results-driven physician with a background in internal medicine, occupational and preventive medicine, and 25 years of experience providing clinical leadership in designing, implementing and measuring Population Health programs and strategies.

Previously Dr. Short was a partner at Mercer where she built the Population Health practice for the South and spent six years consulting to national and global employers on approaches to improve health outcomes and control cost. She has worked with many jumbo employers including Lowe's, Bank of New York Mellon, Dollar General, and PepsiCo.

Her expertise also includes analytics, epidemiology, managed care plan administration and medical management, clinical and behavioral health strategy and program management, and outcomes measurement strategy and execution. Dr. Short has a focus on making the healthcare system work better and has relationships as well as in-depth knowledge of many of the advocacy and navigation vendors and solutions.

Prior to Mercer, Dr. Short worked at Healthways (now Sharecare) assisting health plan and employer clients defining the needs of their populations and developing strategic approaches and products to assist in improving clinical outcomes and ROI. Dr. Short also spent over thirteen years working as a medical director for both UnitedHealthcare and Anthem, including Corporate Medical Director for BCBSGA, a 2.5-million-member plan, and also directing research and business development for Anthem's health outcomes research subsidiary. Previously, Dr. Short was an epidemiologist at the Centers for Disease Control and Prevention and in clinical practice.

Joel L. Axler, MD

National Behavior Health Leader

Dr. Axler is a board-certified Child, Adolescent and Adult Psychiatrist. He has a wealth of experience addressing mental health and substance abuse issues that face employer groups and has a passion for helping employers develop innovative solutions to improve behavioral health access and quality of care. Dr. Axler has experience building effective integrated physical-mental health care solutions and developing and deploying innovative strategies to enhance member engagement and motivation to improve adherence with treatment, leading to better quality of life for employees and their families.

With more than 30 years of experience in healthcare, Dr. Axler has held leadership positions directing the psychiatric care of children, adolescents and adults in academic, private practice and insurance settings. Prior to joining Brown & Brown, Dr. Axler served as the Behavioral Health Managing Medical Director for Anthem Inc. for the Government Business sectors, including Medicaid and Medicare. At Anthem he was responsible for the administration of mental health and substance use disorder services for the health plans, overseeing the impact on healthcare quality, cost, and outcomes including managing the psychiatric health needs of members in the Georgia Medicaid program and the Georgia Foster Care program. Prior he served as chief medical director at Peachford Behavioral Hospital in Atlanta, one of the largest residential psychiatric facilities in the Southeast. Previously he was a Regional Medical Director for the commercial business for United Behavioral Health (UBH) for 15 years.

Key Individuals – Regulatory & Compliance Team

Brown & Brown's Regulatory & Compliance team is made up of attorneys that work with our consultants to deliver accurate, timely information. They assist us in providing our clients with insight and information regarding the legislative and regulatory requirements for employee welfare benefits to assist you in better understanding your employee benefits and make the best decisions for your employees. The biographies for two of these attorneys are below:

Scott Wold, Esq.,

Vice President, Regulatory and Legislative Strategy

With over 17 years of employee benefits experience, Scott Wold serves as the Vice President - Regulatory and Legislative Strategy in the Employee Benefits division of Brown & Brown. Scott is responsible for researching and analyzing appropriate industry responses and best practices to address key legislative and regulatory efforts. Scott supports the Brown & Brown team members and customers regarding matters pertaining to customer compliance with employee benefit laws such as the Affordable Care Act, ERISA, HIPAA, and COBRA.

Prior to joining Brown & Brown, Scott worked as a lawyer in private practice. He was most recently a shareholder of the law firm of Hitesman & Wold, P.A., where he practiced exclusively in the employee benefits area since 2004.

Scott received his undergraduate degree, cum laude, from Bethel College and his law degree, cum laude and Order of the Coif, from Southern Methodist University School of Law. He is a member of the Hennepin County Bar and Minnesota State Bar Associations. Scott is active in his community and has served in various capacities for several non-profit organizations.

Dan Brady, J.D.

Regulatory and Legislative Specialist

Dan Brady serves as the Regulatory and Legislative Specialist in the Employee Benefits division for Brown & Brown. Dan is responsible for consulting with Brown & Brown teams, customers and prospects on employee benefits issues. These include ERISA, COBRA, HIPAA, the ACA and other federal and state rules and regulations.

Prior to joining Brown & Brown, Dan worked at RBC Wealth Management and interned with TCF Bank. In those roles, he gained experience with regulatory and compliance matters, conducting compliance reviews and performing risk assessments. He volunteered at the ICWA Law Center and served as a student attorney at the Law Office of the Tenth Judicial District Public Defender. He also spent several years as a Marketing and Sales Representative with a small software company.

Dan received his B.A. from the University of St. Thomas in 2013 and his J.D. with a concentration in compliance from the University of St. Thomas School of Law.

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.

The proposed management team assigned to the City of Fernandina Beach will be led by Matt Montgomery and Melanie Stegall, with more than 10 years and 8 years, respectively, of experience serving Florida's public entities to enhance and manage their employee benefits programs. Morgan Legath, Senior Benefits Specialist will serve as the day-to-day contact for claims and service issues and resolution. Ms. Legath has 9 years of providing exceptional service to our public sector clients. Our team is fully committed and able to provide the City with the highest level of service and ongoing overall management.

Our office is proactively staffed to account for any growth that may occur in the coming years. We review our team's workload on an ongoing basis to ensure our team has the capacity to continue to provide the highest level of service to all of our clients, large or small.



Matt Montgomery
Brown & Brown
Public Sector
Executive Vice President
Project Manager

LOCATION: Corporate Headquarters
Daytona Beach, FL

Mr. Montgomery leads Brown & Brown Public Sector with almost 20 years of experience in Federal and State Government and more than a decade representing Florida Local Government Property, Casualty and Employee Benefits Programs. Matt will be one of the Project Managers for the City of Fernandina Beach, ensuring that the Brown & Brown Public Sector practice completely supports the City's administration.

Matt's expertise spans the entire insurance industry with a focus on large local governments. Matt is the team leader for the brokerage teams which serve Cities of Sarasota, St. Cloud and Ocala.

Matt is particularly adept at aiding clients with presentations to executive staff and elected officials in order to achieve programmatic objectives around budget, Plan administration, long term vision, and industry trends.

As part of Mr. Montgomery's duties as EVP of Brown & Brown Public Sector, Matt is ultimately responsible for the entire team of professionals and the service standards and deliverables provided to our governmental clients. His philosophy is to build successful teams, procedures and results around two main themes.
Accountability and Communication

Mr. Montgomery currently services the following:
2 Clients – 50-100 Employees (Low Complexity)
2 Clients – 100-300 Employees (Slightly Complex)



Melanie Stegall
Brown & Brown
Public Sector
Employee Benefits Advisor
Project Manager

LOCATION: Corporate Headquarters
Daytona Beach, FL

Melanie Stegall is the employee benefits advisor and consultant assigned as the day-to-day contact for the City of Fernandina Beach. She and Mr. Montgomery will work closely on all projects, strategy, and deliverables for the City.

She began working at Brown & Brown in 2015 and focuses solely on the public sector employee benefits segment. She consistently focuses on long-term cost containment strategies, compliance managing her clients' insurance costs over the long term. She is a very hands-on and proactive consultant and works closely with her clients to establish strategies and initiatives to enhance their benefits programs.

Past projects include:

- Annual renewal negotiations for all clients (medical, dental, vision, life, disability, flexible spending accounts, group Medicare plans, and voluntary benefits)
- Managing RFP process for public sector clients
- Onsite clinic consulting to include RFP process, vendor selection, implementation and ongoing coordination between clinic vendor and health plan
- Working closely with Insurance Committees to establish renewal calendars, and with RFP design and management, vendor selection, and negotiations
- Presentations to Boards, Commissions, and Councils
- Monthly, Quarterly, and Annual claims reviews to include Executive Summaries and recommendations in order to accomplish budgetary goals
- Coordination with actuary to assist with 112.08, RDS, GASB, and OPEB filings for self-funded public entity clients, when necessary
- Compliance oversight for all clients
- Wellness program design, implementation, and ongoing initiatives
- Transitioning multiple clients from fully insured to self-funded health plans
- Disability contract analysis to identify potential areas of concern or where improvements could be made based on industry
- Healthcare concierge vendor selection and implementation
- Commitment to the highest level of service to both HR and leadership teams as well as their employees.

Ms. Stegall currently services the following:
8 Clients – 50-100 Employees (Low Complexity)
4 Clients – 100-300 Employees (Slightly Complex)
2 Clients – 300-500 Employees (Moderately Complex)
2 Clients – 500+ Employees (Higher Complexity)



Morgan Legath
Brown & Brown
Public Sector
Senior Employee Benefits Specialist

LOCATION: Corporate Headquarters
Daytona Beach, FL

Ms. Hathaway will serve as the City's day-to-day service contact. She assists in analysis of carrier reports, benefit plan structures, plan design and industry trends and makes appropriate benefit plan recommendations. She acts as a liaison between clients and the Insurance Carriers to resolve escalated complex service issues that require policy interpretation. Ms. Legath also ensures all Quality Control requirements are met.

Ms. Hathaway earned her MBA in Risk Management & Insurance from Florida State University. She holds a Certified Employee Benefits Specialist (CEBS), Group Benefits Disability Specialist (GBDS) and Voluntary Benefits Specialist (VBS) designations, as well as the 2-15 Life, Health and Variable Annuities license in the state of Florida.

Brown & Brown

Tab 4

Firm Qualifications and References

Tab 4: Firm Qualifications and References

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.**

Organizational History



Founded by the Brown family in Daytona Beach, Florida in 1939, Brown & Brown has grown into the 5th largest broker in the world. With more than 15,000 employees and more than 450 offices in the United States, England, Ireland, Canada, Grand Cayman, and Bermuda, Brown & Brown and its subsidiaries offer a broad range of insurance and reinsurance products and services to business, public entity, individual, trade and professional association clients nationwide.

Brown & Brown is a publicly traded company on the New York Stock Exchange under the stock symbol (BRO) and is also a fortunate member of the S&P500 Index.

Brown & Brown is "Built to Last" and its decentralized structure allows its offices to be proactive and to quickly react to changes according to local environments without waiting for bureaucratic approval. An important by-product of Brown & Brown's decentralized structure is that it serves to improve the quality of customer service. Each office is able to tailor its operations to fit the needs of its clients. However, we have national alignment as well. We have senior leadership dedicated solely to employee benefits, as well as a National Benefits Committee to share ideas and shape our employee benefits priorities and policies. The senior leaders and Benefits Committee sit on advisory boards of the insurance carriers and routinely meet with the insurance carriers' senior leadership teams, perform RFPs for all benefits related products and services, and are held responsible for the successful implementation of new initiatives and products.

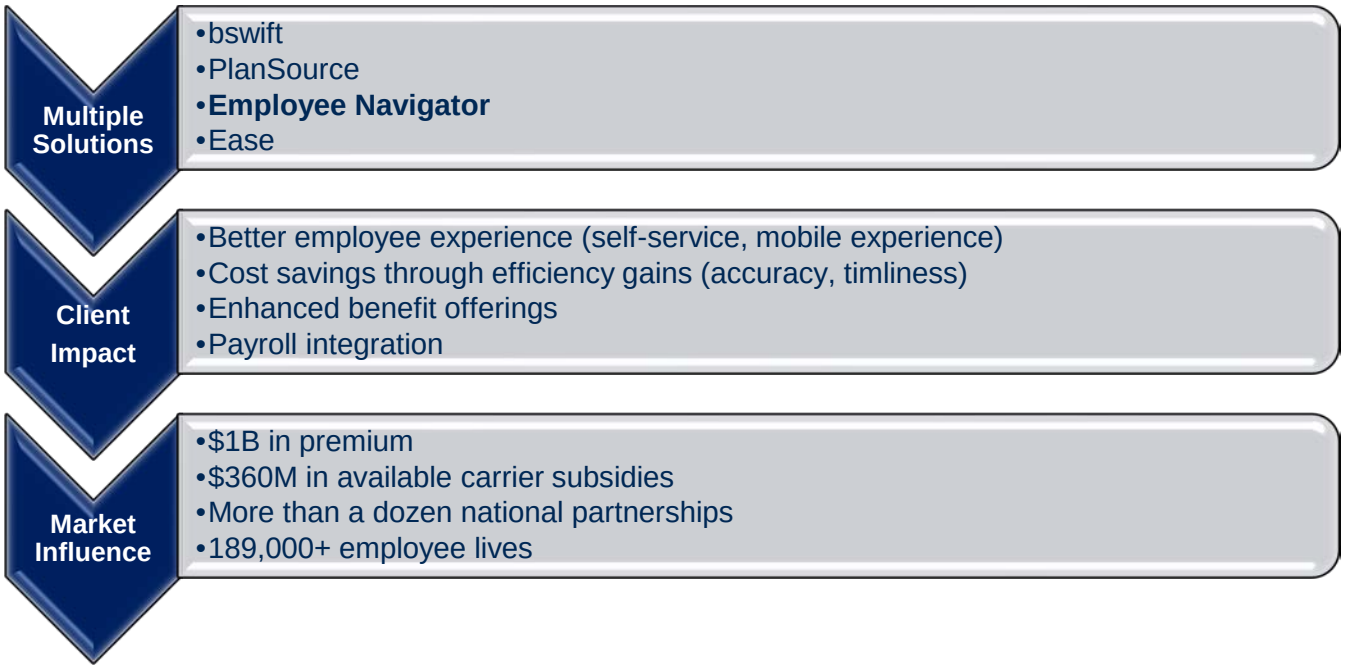
Resources Outside of Our Local Office

EBTech

EBTech is Brown & Brown's team of benefit technology experts that implements and provides ongoing support for multiple benefits administration platforms. Our goal is to provide our clients the toolset needed to administer your benefit programs and give your employees a positive enrollment experience. This unique resource harnesses the highest level of experts and expertise in the industry to evaluate, review and recommend the benefit technology platform best suited for your needs among all available platforms available in the market today.

Our EBTech team has:

- Vetted more than 60 vendors
- Invited 14 vendors to participate in an RFP that included 324 questions
- Invited 8 vendors to present to an internal panel of benefit and technology specialists
- Selected 4 vendors that we actively utilize today



Compliance

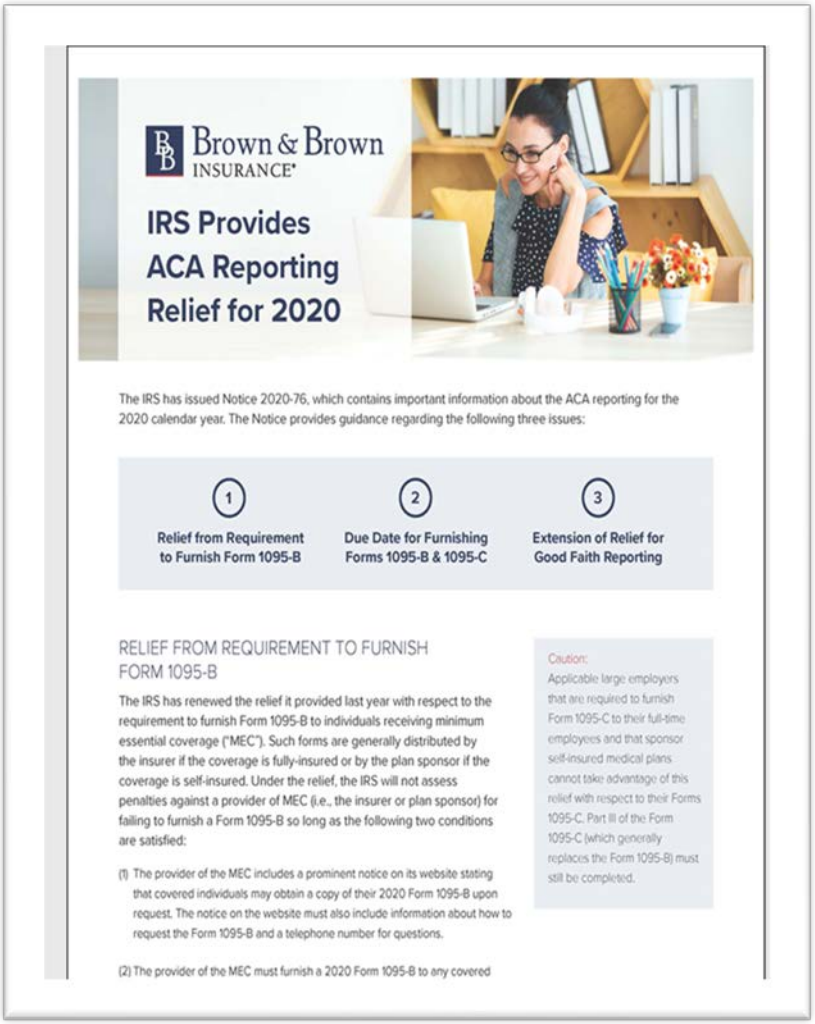
Our robust compliance resources allow us to keep our clients abreast of any upcoming regulations that may impact the Employee Benefits program. Employee Benefits compliance has become one of the most complex challenges facing employers and is where Brown & Brown can add tremendous value. Since the implementation of the Affordable Care Act, employers are turning to us more than ever to keep them informed and to assist them in complying with all DOL, HIPAA, GINA and most recently, COVID-19 guidance and requirements. ***Additionally, we commit to notifying the City, as early as is appropriate, if notified of a breach of protected information, ideally within 24 hours.***

Brown & Brown commits to ensuring the communication of any guidance or requirements is concise and directly addresses any questions or concerns the City may have.

Brown & Brown has recognized this challenge facing our employer clients, and in turn, has devoted substantial resources into developing solutions for addressing the continued complexity around compliance. One of our top resources is the ***Brown & Brown's Regulatory & Compliance Services Team*** – helping to simplify your employee benefit compliance.

Brown & Brown recognizes that one of the most important aspects of working with the City is to provide timely and accurate information on topics that affect how employers and benefit plans operate. As brokers and consultants, our value to you depends on how well we achieve this goal. This is increasingly important as the benefits' field continues to look for products and systems that can make plans more effective and efficient.

Our Regulatory & Compliance team is made up of attorneys that work with our consultants to deliver accurate, timely information.



Brown & Brown INSURANCE

IRS Provides ACA Reporting Relief for 2020

The IRS has issued Notice 2020-76, which contains important information about the ACA reporting for the 2020 calendar year. The Notice provides guidance regarding the following three issues:

1. Relief from Requirement to Furnish Form 1095-B
2. Due Date for Furnishing Forms 1095-B & 1095-C
3. Extension of Relief for Good Faith Reporting

RELIEF FROM REQUIREMENT TO FURNISH FORM 1095-B

The IRS has renewed the relief it provided last year with respect to the requirement to furnish Form 1095-B to individuals receiving minimum essential coverage ("MEC"). Such forms are generally distributed by the insurer if the coverage is fully-insured or by the plan sponsor if the coverage is self-insured. Under the relief, the IRS will not assess penalties against a provider of MEC (i.e., the insurer or plan sponsor) for failing to furnish a Form 1095-B so long as the following two conditions are satisfied:

(1) The provider of the MEC includes a prominent notice on its website stating that covered individuals may obtain a copy of their 2020 Form 1095-B upon request. The notice on the website must also include information about how to request the Form 1095-B and a telephone number for questions.

(2) The provider of the MEC must furnish a 2020 Form 1095-B to any covered

Caution:
Applicable large employers that are required to furnish Form 1095-C to their full-time employees and that sponsor self-insured medical plans cannot take advantage of this relief with respect to their Forms 1095-C. Part III of the Form 1095-C (which generally replaces the Form 1095-B) must still be completed.

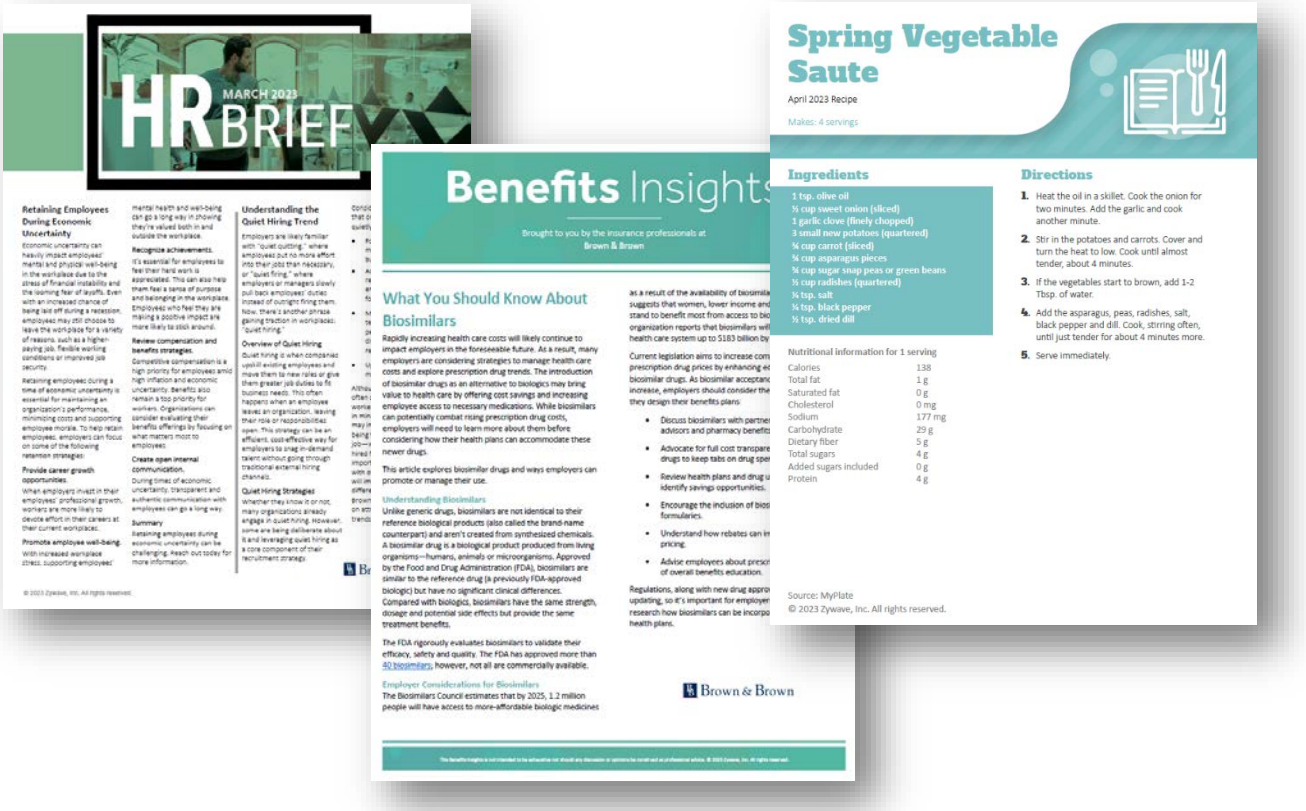
Additional Contracted Services

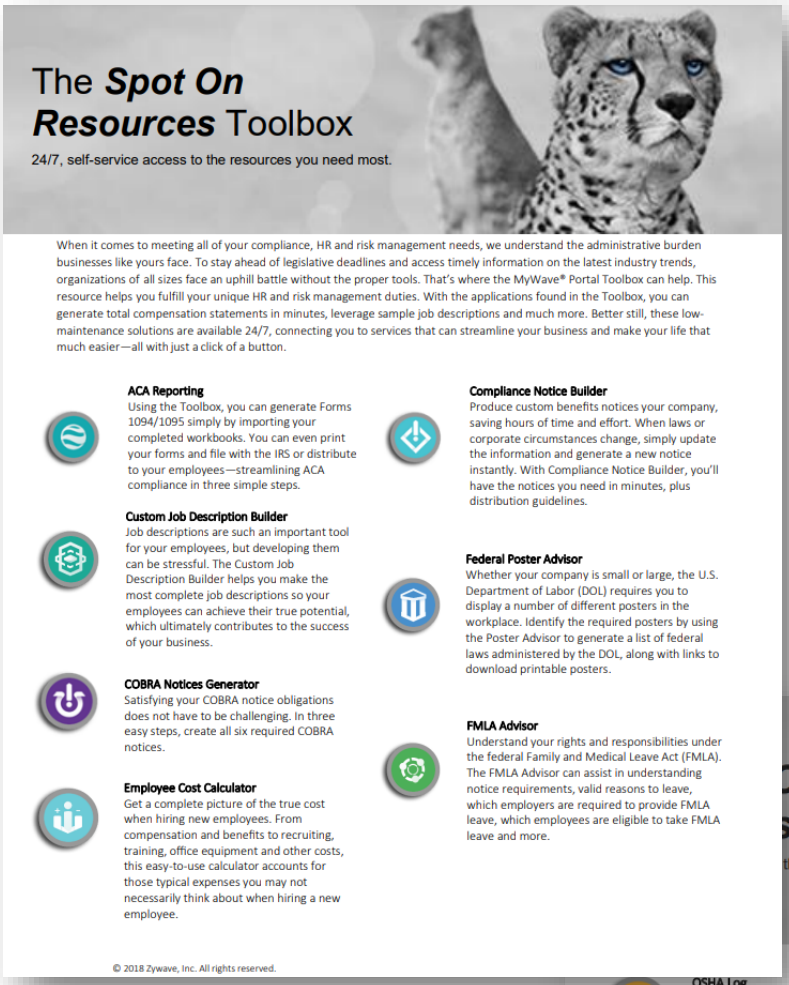
All our clients receive access to HR Workplace Services and Zywave for compliance resources and toolkits. These are free to all clients. We also utilize Medcom for other compliance services including COBRA administration. We also provide technology consulting and assistance through our Brown & Brown EB Tech Center. They are part of Brown & Brown, but a separate team. Should the City choose to access any of these, they would be at no cost.

Company Name	Contact Person	Phone Number
HR Workplace Services	John Dale, President	480-302-6517
Zywave	Mike Gallihugh, Sr. Account Exec.	804-536-3394
Medcom	Michael Bracken, President	904-596-2239
EB Tech Center (A part of Brown & Brown)	Steve Piccolino, VP	518-210-4573

HR and Employee Communications

Our office provides HR and Employee communications from Zywave as part of our Employee Benefits Monthly Newsletter. These resources and communications, as well as the Spot On Resources Toolbox are provided to our clients at no additional cost.





The *Spot On Resources* Toolbox

24/7, self-service access to the resources you need most.

When it comes to meeting all of your compliance, HR and risk management needs, we understand the administrative burden businesses like yours face. To stay ahead of legislative deadlines and access timely information on the latest industry trends, organizations of all sizes face an uphill battle without the proper tools. That's where the MyWave® Portal Toolbox can help. This resource helps you fulfill your unique HR and risk management duties. With the applications found in the Toolbox, you can generate total compensation statements in minutes, leverage sample job descriptions and much more. Better still, these low-maintenance solutions are available 24/7, connecting you to services that can streamline your business and make your life that much easier—all with just a click of a button.

ACA Reporting
Using the Toolbox, you can generate Forms 1094/1095 simply by importing your completed workbooks. You can even print your forms and file with the IRS or distribute to your employees—streamlining ACA compliance in three simple steps.

Custom Job Description Builder
Job descriptions are such an important tool for your employees, but developing them can be stressful. The Custom Job Description Builder helps you make the most complete job descriptions so your employees can achieve their true potential, which ultimately contributes to the success of your business.

COBRA Notices Generator
Satisfying your COBRA notice obligations does not have to be challenging. In three easy steps, create all six required COBRA notices.

Employee Cost Calculator
Get a complete picture of the true cost when hiring new employees. From compensation and benefits to recruiting, training, office equipment and other costs, this easy-to-use calculator accounts for those typical expenses you may not necessarily think about when hiring a new employee.

Compliance Notice Builder
Produce custom benefits notices your company, saving hours of time and effort. When laws or corporate circumstances change, simply update the information and generate a new notice instantly. With Compliance Notice Builder, you'll have the notices you need in minutes, plus distribution guidelines.

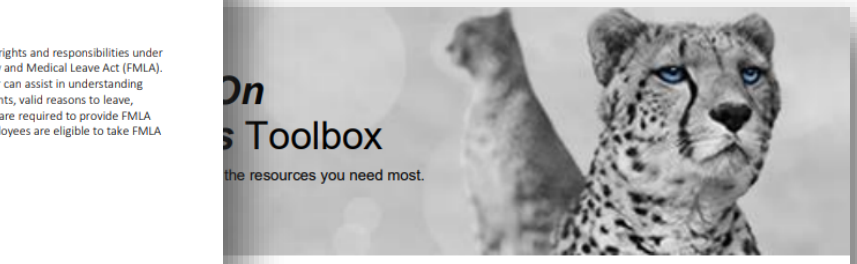
Federal Poster Advisor
Whether your company is small or large, the U.S. Department of Labor (DOL) requires you to display a number of different posters in the workplace. Identify the required posters by using the Poster Advisor to generate a list of federal laws administered by the DOL, along with links to download printable posters.

FMLA Advisor
Understand your rights and responsibilities under the federal Family and Medical Leave Act (FMLA). The FMLA Advisor can assist in understanding notice requirements, valid reasons to leave, which employers are required to provide FMLA leave, which employees are eligible to take FMLA leave and more.

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Spot On Resources Toolbox

A portal supporting your digital experience with solutions to help you: ACA reporting app, HR forum, compliance tools, etc.



...On
...s Toolbox
...the resources you need most.

OSHA Log
A turnkey solution that helps you track incidents, generate OSHA mandated reports and create forms—all in a secure, cloud-based environment with 24/7 access.

Health Plan Compliance Calendar
Just by answering a few questions about your health care plan, you can generate your own customized compliance calendar. Featuring a rolling list of federal compliance dates, monthly reminders and supplementary resources, you will have everything you need to remain informed, meet upcoming deadlines and generate the applicable notices.

HR Self-assessment
Analyze your human resource competencies to ensure you are creating an environment for employees to thrive. Employers can assess their HR management practices, employee relations, recruiting process, training and development process, and more. Once a module is completed, explanations will be provided to highlight where improvements can be made.

Sample Job Descriptions
A well-written job description is one of the main ways to connect qualified applicants to positions at your organization. Using sample job descriptions, you can effectively and accurately highlight an employment opportunity to potential candidates.

Interview Question Builder
Choose from over 400 pre-developed behavioral interview questions in 49 categories to create a ready-to-use interview guide in just a few minutes. This will ensure that you are asking the right interview questions, as these are key to evaluating whether a candidate has the knowledge, skills and qualities necessary to become a successful employee.

Multi-state Law Comparison Tool
This tool is a convenient way for you to view and download labor laws in different states. If you have locations in multiple states, you may be concerned about which state labor laws apply to your business. This easy-to-use resource will generate side-by-side charts to compare and contrast state laws.

Performance Review Builder
Performance reviews are such an important tool for motivating employees and increasing their contributions to your business, but the process can be stressful. This tool generates performance appraisals based on an employee's occupation, which can be customized with ratings and comments to describe performance issues. The customizable action plan will then help the employee improve their performance, so they can achieve their true potential while at the same time contribute to the success of your business.

In addition to our internal Brown & Brown Regulatory & Compliance Team, Brown & Brown also has a relationship with Miller Johnson, PA, highly respected ERISA attorneys. They provide additional insight and compliance guidance for our clients.

In addition to providing written updates as regulations are released, the team provides the following services:

- General compliance reviews of health and welfare benefit plans
- Interpreting new laws and regulations impacting benefits
- Web-based trainings
- Monthly updates on various employee benefit topics including:
  - Affordable Care Act (ACA)
  - HIPAA
  - FMLA
  - COVID-19
  - State laws
  - Regular compliance communication shared through our podcast that are eligible for SHRM credit
  - E-mail communication with timely content
  - Legislative and regulatory articles detailing important issues
  - Research and analysis

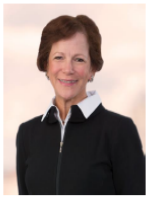
See below for Compliance Resources Communications Examples.



Exploring New Alternatives to Traditional Employer Group Health Coverage

APRIL 25, 2018 AT 2PM EST

As a result of new DOL regulations, the requirements to establish an association health plan have been relaxed, potentially opening up this option for more employers. We will discuss the new rules and how they differ from the old ones and explain the situation where employers may want to consider joining an association health plan. We will also explain what a "captive health insurer" is, and how a captive may differ from a traditional self-funded employer group health plan with stop loss insurance. Again, we will identify the circumstances under which an employer may want to consider using a captive. Finally, we'll update you on any new legal developments affecting employer group health and welfare plans.



Hosted By Mary V. Bauman

Mary V. Bauman is an attorney at Miller Johnson in Grand Rapids, MI. She works with employers in establishing, amending, and terminating employee benefit plans of all types. Ms. Bauman is the chair of the firm's employee benefits and executive compensation practice group, and leads the health care reform team. She is a frequent speaker to corporations and professional associations on employee benefits topics including health care reform (Affordable Care Act), HIPAA (Health Insurance Portability and Accountability Act), and HITECH (Health Information Technology for Economic and Clinical Health Act). Ms. Bauman is recommended by Chambers USA for Employee Benefits & Executive Compensation and is listed in the "Best Lawyers in America®" for Employee Benefits Law. Other significant honors include being recognized as a Most Influential Woman by the Grand Rapids Business Journal and a Woman in the Law by Michigan Lawyers Weekly.

MILLER JOHNSON

Brown & Brown INSURANCE



Zywave offers complimentary webinars for our Partners to help you stay up to date on important compliance topics that affect your clients. The webinars are presented by Zywave's legal content attorneys, who are experienced in helping employers understand their obligations.

December 2019: ACA Reporting Updates

In this webinar, our ACA attorneys will provide an overview of Section 6055 and 6056 reporting for 2019. The discussion will include information on updated versions of the required IRS forms and instructions, along with answers to common questions about the reporting process.

Date: December 5, 2019
Time: 12:00 – 1:30 p.m. Central time

Registration:
Click https://go.zywave.com/ACAReportingUpdates_December_LP-Registration.html to register. ***Space is limited, so register now!***

If you are unable to attend, you can access the recording in the Compliance Webinar section of Zywave University.

To ensure access for our Partners, the live webinar is offered exclusively to Zywave Partners.

We invite you to share the recording of this webinar with your clients and prospects. Watch for an email with a link to the recording and the presentation materials that you can share once the webinar has taken place.

If you are interested in providing a live webinar to your clients and prospects, please contact training@zywave.com for more information. Please contact our Partner Support team at support@zywave.com with any other questions.

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HR WORKPLACE SERVICES

Important Legislative Changes

October 23rd, 2018

Alaska
Hiring
Effective Oct. 27, 2018, employers can grant an employment preference to certain national guard members and veterans who were released under honorable conditions from the service when hiring employees.

California
City of Alameda
Effective July 1, 2019 the minimum age is $13.50 per hour.

California
Cyber Security
Effective January 1, 2020, internet connected devices sold in the State of California must adhere to State Legislation covering Cyber Security, relating to mandatory device security features.

California
Military Leave
Effective January 1, 2021, an employee may claim paid family leave insurance benefits if he or she is unable to work due to participation in a qualifying exigency related to the covered armed forces active duty, or call to active duty regarding employee's (spouse, domestic partner, child or parent.)

Connecticut
IRA Participation
Effective January 1, 2019 the State of Connecticut requires private employers without a company sponsored retirement plan to enroll employees in a state-sponsored IRA.

Consulting | Advisory | Technology | Compliance
866.691.7757 support@hrworkplaceservices.com



Provided by Public Risk Insurance Advisors

Top 10 COBRA Mistakes and How to Avoid Them

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that employers provide former employees and dependents who lose group health benefits with an opportunity to continue group health insurance coverage for a limited period of time. Compliance with the complex rules regarding COBRA coverage can be difficult and mistakes can be costly. Penalties for noncompliance can include excise taxes and statutory fines. The risks also include lawsuits to compel coverage and costly adverse selection of COBRA coverage.

Most employer-sponsored group health plans are subject to COBRA's continuation coverage requirements. However, some employers, such as churches and small employers, are exempt from COBRA. In addition, certain welfare benefit plans, such as long-term and short-term disability plans, are not subject to COBRA because they do not provide medical care.

This Compliance Overview lists the most common mistakes made by employers and provides practical information and tips for avoiding the penalties and risks associated with these mistakes.

LINKS AND RESOURCES

- Employer's Guide to Group Health Continuation Coverage under COBRA, a DOL publication
- Frequently Asked Questions from the DOL on COBRA continuation coverage
- DOL's final rule on COBRA notice requirements

HIGHLIGHTS

PRACTICAL TIPS

- COBRA applies to employers that had 20 or more employees on typical business days during the preceding year.
- Qualifying events are events that cause loss of group health coverage and trigger COBRA coverage for qualified beneficiaries.
- Employers subject to COBRA must provide several notices to inform participants and beneficiaries of their rights.
- Plans subject to COBRA must have reasonable procedures in place for qualified beneficiaries to notify the plan administrator of certain events.

This Compliance Overview is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

PRIA
PUBLIC RISK INSURANCE ADVISORS

2. **Describe any special expertise your firm has in providing employee benefits and insurance services to clients with similar or related business activities, specifically include experience with self-insured health plans offered by government employers. Include a list of current client relationships (local or otherwise), if not included in your references.**

Brown & Brown Public Sector has serviced the Employee Benefits and Property & Casualty Insurance needs of Florida's public entities for more than 30 years. We represent more than 200+ governmental entities in the state of Florida, including over 70 Cities, Towns, Villages, 23 Counties, and 6 School Districts. Below is a list of some of our clients:

- City of Sarasota
- City of St. Cloud
- SWFWMD
- City of Daytona Beach
- City of Daytona Beach Shores
- City of Debary
- City of Deland
- City of Edgewater
- City of Flagler Beach
- City of Holly Hill
- City of Longwood
- City of Monticello
- City of New Smyrna Beach
- City or Ormond Beach
- City of Ocala
- City of Palm Coast
- City of Port Orange
- City of South Daytona
- Clerk of Circuit Courts
- County of Volusia
- Jefferson County
- Reedy Creek Improvement District
- Wakulla Clerk of Court
- Wakulla County
- City of Arcadia
- Bayfront Park Management Trust
- City of Belleview
- Big Bend Water Authority
- City of Bonita Springs
- City of Casselberry
- City of Chattahoochee
- City of Chipley
- Collier Mosquito Control District
- City of Dade City
- City of Davenport DeSoto County BOCC
- City of Eagle Lake
- City of Freeport
- Ft Myers Beach
- Gadsden County BOCC
- Gilchrist County BOCC
- Gilchrist County School Board
- City of Groveland
- City of Haines City
- Town of Indian River Shores
- Town of Ponce Inlet
- James Madison Schools
- Lafayette County Clerk's Office
- City of Lake Alfred
- City of Lake Helen
- City of Lighthouse Point
- Madison County BOCC
- City of Madison
- Village of Palmetto Bay
- Pinellas Park WMD
- Ranger Drainage District
- Sanibel Fire & Rescue District
- City of Seminole
- Spring Lake Improvement District
- St Johns River Water Management District
- Utilities Commission, City of New Smyrna Beach

Past Performance (Fully Insured)

Below are just a couple of examples of how Brown & Brown has consistently provided exceptional service, program management and cost savings/containment to our clients.

DeSoto County Board of County Commissioners

Employee Benefits Summary – Brown & Brown has served as the County's broker and consultant since 2011. Included in this contract is the complete program suite of employee benefits brokerage, consulting and ongoing support services. We provide service including, but not limited to complete design and marketing of the employee benefits coverages, claim reviews, insurance committee meeting attendance, open enrollment meetings, health fair coordination assistance, wellness program assistance, customized benefit guide, online enrollment system (PlanSource), Telehealth Program, Employee Assistance Program (EAP) and compliance updates.

We have continually provided cost savings to the County via formal RFP processes, current carrier negotiations and strategic plan design enhancements. Since we began our relationship with the County, we have assisted them in saving more than $5 million dollars in premium costs.

Gilchrist County School District

Employee Benefits Summary– Brown & Brown was awarded the District's Employee Benefits Brokerage and Consulting contract in 2019. These services include ongoing servicing and marketing all employee benefits lines of coverage, managing their benefits administration platform, COBRA administration, OPEB Filing, quarterly claims reviews, insurance committee meeting attendance, customized benefit guide, open enrollment assistance, compliance updates and guidance.

When Brown & Brown became the Broker for the District, they were with AvMed for their medical coverage and were not receiving any wellness dollars or credits towards their benefits administration technology. In 2020, we have moved the District to Florida Blue, saving the District more than $200,000 from their AvMed renewal. Florida Blue's offering also included an annual $15,000 wellness fund and $10,000 towards implementation of their technology platform. Throughout our strategic partnership, carrier and vendor negotiations, Brown & Brown has assisted the District in **saving more than $550,000.**

Past Performance (Self-Funded)

City of Sarasota – Self-Funded with Health Care Center

Employee Benefits Summary – Brown & Brown was awarded the City of Sarasota's Employee Benefits consulting contract in December 2016. Included in this contract is the complete suite of employee benefits brokerage, consulting, and support services. Including complete marketing of employee benefits coverages, onsite health care center, quarterly claims reviews, open enrollment meetings, health fair coordination, benefits-at-a-glance booklets, OPEB Filing, Actuarial Services, Online Enrollment system, Telehealth Program, Employee Assistance Program, Mail Order Pharmacy Program, and compliance updates.
We have consistently worked with the City to ensure they are making the most out of their onsite health center and using the health center to drive costs down on their health plan. Each year, Brown & Brown works with the City to develop any RFPs according to when each contract is expiring.

Through Brown & Brown's strategic partnerships, contract and vendor negotiations, procurement management and carving out the Rx program, the City has realized significant savings year after year, totaling approximately $2 million since Brown & Brown became broker of record.

City of St. Cloud – Self-Funded with Health Care Center

Employee Benefits Summary – Brown & Brown has provided the City with a full complement of employee benefits services since 2011. These services include servicing and marketing of all employee benefits lines of insurance coverage, onsite health care center, COBRA administration, quarterly/ semi-annual claims review, open enrollment meetings, health fair, benefits-at-a-glance booklets, OPEB Filing, Actuarial Services, Online Enrollment system, Telehealth Program, Employee Assistance Program, Mail Order Pharmacy Program, compliance updates and ACA Reporting.

At the inception of our agreement the City was fully insured, did not have a wellness program, and continued to struggle with double digit premium increases on their medical plan. Through a carefully constructed and innovative plan we mapped out a strategic vision to improve the cost effectiveness of the City's short and long-term healthcare benefits program. Since implementation, we have taken the City to a successful self-funded health plan. Additionally, Brown & Brown procured a health care center administrator, interviewed clinic administration vendors, and assisted in the design of the health care center. We have continued to provide enhanced and innovative solutions to ensure the City is able to provide the most comprehensive and competitive Employee Benefits Program for their employees and their families. Through innovation, managing procurement processes, when necessary, and dynamic negotiations, Brown & Brown has assisted the City of St. Cloud in saving more than **$6,000,000 in premium** when compared to the fully insured program that was in place in 2011.

3. Describe your firm's efforts to remain current on business and employee benefit issues relating to the City of Fernandina Beach business profile, including industry or association memberships, if applicable.

The entirety of our Public Sector Employee Benefits team is trained specifically to provide Florida's local governments with the highest level of expertise, service, and guidance through the medical and ancillary insurance markets. That expertise and specialization with local governments has propelled our team and company to be one of the largest providers of brokerage services to local governments in the State of Florida. They are highly trained in public entity compliance and Florida State Statute 112.08 regarding public entity insurance placement.

Our team also completes ongoing continuing education courses, carrier and vendor product and market update seminars, compliance seminars and workshops to ensure we continue to stay at the forefront of any trends, products or legislation that may have an impact on our clients and their employees.

Brown & Brown Public Sector is involved and committed to industry organizations to include:

Professional Affiliations:

- Florida Educational Risk Management Association (FERMA)
- Florida School Board Association (FSBA)
- Risk Management Society (RIMS)
- Public Risk and Insurance Management Association (PRIMA)
- Florida Association of Counties (FAC)
- Florida City and County Managers Association (FCCMA)
- Florida Governmental Finance Officers Association (FGFOA)
- Florida Public Human Resources Association (FPHRA)

Professional Organization Memberships:

- SHRM – Society for Human Resource Management
- FPHRA – Florida Public Human Resources Association
- FLC - Florida League of Cities
- FCCMA – Florida City and County Management Association
- FAC – Florida Association of Counties
- FERMA – Florida Educational Risk Management Association
- NOLHA – National Organization of Life & Health Agents
- PRIMA – Public Risk Management Association
- RIMS – Risk & Insurance Management Society

4. 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.

DeSoto County
Board of County Commissioners
Human Resources Department
201 East Oak Street
Arcadia, Florida 34266
(863) 993-4808 / (863) 993-4708 fax
www.desotobocc.com
Equal Opportunity Employer / Drug-Free Workplace

May 19, 2022

This letter serves as a recommendation for services provided by Brown & Brown Public Risk Insurance Advisors. Brown & Brown has provided Brokerage Services for Employee Benefits to DeSoto County for over 10 years. They assist our Human Resources staff with carriers regarding coverage, plans, policies, compliance and billing. They also aid with events such as Open Enrollment and Health Fairs.

Brown & Brown provides excellent customer service to our staff with enrollments, terminations, changes and handle's our day to day issues with claims, billing, policy questions, etc. Their level of service also includes attending our insurance committee meetings, providing the committee with monthly claim reports and guiding us through implementation of our wellness programs.

Our tenure with Brown & Brown speaks for itself as their staff continues to work hard for the insurance needs of the County. I feel confident that Brown & Brown will deliver should you consider them for your brokerage service needs.

Best Regards,

Human Resources Director

Client Name:	**DeSoto County BOCC**
Address:	201 E. Oak Street, Arcadia, FL 34266
Client Contact	Latrinda Jones | (863) 993-4808 | l.jones@desotobocc.com
Description of Work	Brown & Brown currently serves as broker of record for DeSoto County's fully insured medical, dental, vision and life insurance plans. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long-term cost containment, wellness meetings and health fairs, online enrollment system, RFP process management, proposal evaluation, enrollment meetings, and employee communication materials. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking.
Contract Period:	2011 – Present
# of Employees:	400

Client Name:	**Utilities Commission, City of New Smyrna Beach**
Address:	200 Canal Street, New Smyrna Beach, FL 32168
Client Contact	Heather Carrizales | (386) 424-3056 | hcarrizales@nsbufl.com
Description of Work	Brown & Brown serves as agent of record for the Commission's Fully Insured Medical, dental, vision, disability, and life insurance plans. Services include plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings, RFP process management, proposal evaluation, enrollment meetings and employee communication materials and benchmarking. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking.
Contract Period:	2017 – Present
# of Employees:	200

Client Name:	**City of St. Cloud**
Address:	1300 9th Street, St. Cloud, FL 34769
Client Contact:	Stephanie Roldan-Latony | (407) 957-7277 | sroldan@stcloud.org
Description of Work:	Brown & Brown provides the City with a full complement of employee benefits services, including servicing and marketing of all employee benefits lines of insurance coverage, health care center, COBRA administration, quarterly/ semi-annual claims review, open enrollment meetings, health fair, benefits-at-a-glance booklets, OPEB Filing, Actuarial Services, Online Enrollment system (bswift), Telehealth Program, Employee Assistance Program, Mail Order Pharmacy Program, compliance updates and ACA Reporting.
Contract Period:	2011 – Present
# of Employees:	700

Client Name:	**Washington County Board of County Commissioners**
Address:	1331 South Boulevard, Chipley, FL 32428
Client Contact:	Aaron Dudley | (850) 415-5151 | adudley@washingtonfl.com
Description of Work:	Brown & Brown serves as agent of record for Washington County's self-funded medical plan through the FGHS Consortium, dental, vision and life insurance plans. Services include plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials and benchmarking. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking. The County joined the FGHS Consortium in 2018 and has received more than $700,000 in surplus returns.
Contract Period:	2018 - Present
# of Employees	218

Client Name:	**Madison County Board of County Commissioners**
Address:	125 S.W. Range Avenue, Madison, FL 32340
Client Contact:	Billy Washington | (850) 973-1500 bwashington@madisonclerk.com
Description of Work:	Brown & Brown serves as agent of record for Madison County's self-funded medical plan through the FGHS Consortium, dental, vision and life insurance plans. Services include: plan design consultation, claims monitoring, quarterly meetings to strategize regarding long term cost containment, wellness meetings and fairs, RFP process management, proposal evaluation, enrollment meetings and employee communication materials and benchmarking. Brown & Brown is also a day-to-day resource for claims and billing assistance, compliance and regulatory guidance and enrollment tracking. The County was an original member of the FGHS Consortium beginning in 2014. The County has received more than $200,000 in returned surplus.
Contract Period:	2014 – Present
# of Employees	107

Brown & Brown

Tab 5

Identified Service Areas

Tab 5: Identified Service Areas

1. **Employee Benefits Assessment and Analysis – Provide a summary of your firm's process in conducting risk assessment and analysis for firms similar to the City of Fernandina Beach. Identify resources to be used, if not already part of the proposed service team. Provide samples of internal or external reports that are a product of such assessment and analysis. Based upon the information currently available, identify areas of emerging risk relative to the City of Fernandina Beach operations, or risk warrants greater attention.**

Project Approach

Our process involves performing an in-depth analysis to optimize the benefits program and identify cost savings strategies to enable us to design and manage financially sustainable benefits programs, as well as, delivering best in class service by resolving claims and billing issues, educating, and assisting employees, and providing compliance guidance.



Brown & Brown focuses on understanding our clients' needs and delivering customized solutions.

Learn

Introductory Meeting:
If Brown & Brown has the honor of being awarded the City's contract, our first priority will be an in-person meeting to introduce the Brown & Brown team to the City's staff. This meeting will include review the City's key objectives and initiatives. We will discuss positive aspects of the current program, as well as any areas of concern. Additionally, we will review the proposed timeline for completion of services/deliverables and adjust as necessary.

Issue and Process Agent of Record Letters
Brown & Brown will create the letters within 5 days of contract execution and provide to the City to print on their own letterhead, sign and return to us. Brown & Brown will distribute the letters to the carriers for processing. This will ensure Brown & Brown has access to all carrier and vendor documents and data necessary to perform a thorough review and analysis.

Analyze

Compliance Audit
Brown & Brown will review the City's current program for regulatory compliance with all state and federal regulations (i.e., Section 125, HIPAA, GINA, etc.). Additionally, we will provide any federal and state compliance updates as they occur. We will complete this audit within the first quarter of the contract and annually within the first quarter.

Review of current SPDs, Agreements, Summaries, etc.
Within the first 30 days, Brown & Brown will review all current documentation for accuracy to ensure the program is being administered as the City desires.

Benchmarking Report
Brown & Brown will complete benchmarking of similar size entities in the same region as the City, as well as within the state and nationally to show comparative plan data. We will begin this process about 30 days after contract execution. Project completion will be approximately 15-30 days.

Manage

Implementation/Open Enrollment Support
Implementation and education are critical when considering changing any component of the employee benefits program. It is extremely important that we create and implement a strategy that ensures the employees understand the offerings that are available to them, the value of those benefits and the best way to utilize the benefits to contain their out-of-pocket costs. Some of the ways we conduct these meetings are outlined below:

- In-Person & Virtual Meetings
  - We will meet with your employees every year during open enrollment to present and explain the benefits and address questions. We are also available at any point during the year to meet with your employees to educate them on a variety of topics like health/wellness, cost savings tools and methods, and how best to use the plan and other free resources.
- Employee Videos
  - We can produce an employee video explaining the benefits so that all new hires can have the benefit of an open enrollment meeting when they begin employment and also for active employees during the open enrollment time period.
- Employee Webinars/Seminars

- We routinely offer webinars/seminars for employees on a variety of topics including how to use the benefits, EAP services and other requested topics of interest.

Brown & Brown has several methods of educating employees at open enrollment and throughout the year with various tools:

- PowerPoint presentations
- On-site group or one on one meetings
- Open enrollment announcements
- Customized Flyers
- Customized educational videos, which can be posted on our clients' internet
- Webinars
- Electronic enrollment including videos and wellness education
- Employee enrollment hotline managed by dedicated Brown & Brown staff
- Employee enrollment email at Brown & Brown
- Employee compensation statements
- Online enrollment systems
- Customized employee communications on specific topics

In addition to managing the enrollment presentations, the Brown & Brown team will take on the responsibility of preparing the Benefit Administration and Online Enrollment platform with the updated benefit information prior to open enrollment. They will set up and test the EDI feeds between the system and carriers. We are available for direct discussions with employees who need assistance with medications, choosing plans, who need continuity of care or authorizations for certain services and can assist employees who need to find new physicians (if moving from one network to another).

Quality Control Guidelines

Brown & Brown has a thorough and extensive quality control process that assures the quality and accuracy of all Brown & Brown transactions and processes. It is imperative to maintain strict controls and protocols in all facets of our business to ensure that our clients' requests, communications, and financial transactions are conducted with the utmost accuracy and consistency. Brown & Brown utilizes a separate internal audit division to ensure that these protocols and procedures are strictly followed. This division is accountable only to the CEO of Brown & Brown. We are audited every other year for financial transactions and for adherence to quality service processes and procedures. Our most recent audit resulted in our receipt of the second highest award among 200 offices.

It is our intent to handle each of our client's projects and requests as expeditiously and accurately as possible. We carefully document all requests and communications of each client's program so that any employee can review that file and understand what has been done and what needs to be done for that client.

We review each policy for accuracy using a detailed checklist. Our checklist contains not only standard policy terms but also any custom terms and conditions that we have negotiated for our clients.

Confidentiality
Brown & Brown maintains strict protocols controlling all files and correspondence. Each employee signs a confidentiality agreement forbidding any sharing or breach of customer information with anyone but that customer.

In addition, Brown & Brown's electronic data is controlled and maintained by Brown & Brown's Corporate Information Technology Department. Below is a summary of security measures to ensure electronic data remains confidential. ***In the unlikely event of a breach of protected information, we commit to notifying the City as early as appropriate, ideally within 24 hours.***

Brown & Brown IT conducts frequent internal security audits of in place groups, individual accounts, internal and external discussion groups with an emphasis on ensuring that a user:

- Only has access to the files, folders, and emails relevant to their respective position and responsibilities within Brown & Brown.
- Brown & Brown IT has a Data Governance Product which reports to a SQL database showcasing user access to network resources.
- Brown & Brown IT employs a security appliance which monitors and prevents external penetration of the network securing our data and our users from any external malicious impact.

Ongoing Program Management
Brown & Brown commits to the highest level of ongoing program management including, but not limited to the Scope of Services requested in this solicitation. We would consider these our core competencies.

Advocate

Carrier Products/Services
Brown & Brown regularly attend continuing education and seminars showcasing upcoming products and/or services offered by our carrier partners. This allows us to stay at the forefront of new tools/services that may assist in further cost containment and plan management.

Claims Issues/Employee Advocacy
Brown & Brown will continue to provide a dedicated account management team that will help the City and its employees navigate through any claim or billing issues or questions, claims appeals, pharmacy denials or delays, eligibility questions, explanation of benefits and services and benefit reviews when needed. We advocate for our clients on every issue to ensure accurate and timely resolution and escalating any unresolved issues. Our office staffs account managers with significant experience, who can assist our clients with provider coding errors, explaining Explanation of Benefit Statements, auditing provider billing for accuracy, and getting refunds issued for clients. Our account management leadership team has the relationships with top management at the carrier level to resolve escalated issues timely. We will go to the top management for exceptions when needed.

Insurance policies don't always address specific individual issues that arise and so we will always advocate for the City and its employees.

We know that health insurance is personal. When someone must use their insurance, in many cases it is a stressful time for them. We want to use our significant experience and expertise to help in any way we can.

Wellness Initiatives

Brown & Brown understands that wellness is more than just physical. Overall, wellness is a balance of physical, emotional, and financial wellbeing. We consistently explore new and innovative ways to add value and deliver cost savings to our clients. We can deliver these things through a robust wellness program. Brown & Brown proactively brings ideas and options to our clients regarding their wellness programs. Brown & Brown would collaborate with the City to support the HR team and employees in the continued growth and success of their wellness initiatives. Brown & Brown will negotiate wellness funds, provided by the carriers, that can be utilized to encourage participation and engagement in health fairs, as well as other wellness initiatives and events. We will review and discuss the current wellness program with the HR team and make recommendations for additional activities that may be of interest to the City's employee population. We will also review the current wellness program for compliance with ADA (Americans with Disabilities Act), ACA (Affordable Care Act) and HIPAA (Health Insurance Portability and Accountability Act).

Health & Wellness Fairs

Brown & Brown works closely with our clients to provide Health and Wellness Fairs. We contact vendors and community partners to participate in the fairs and provide the employees with giveaways, prizes, food, and education regarding their services. We take the lead on these initiatives.



Service Methodology

Exceptional customer service is a quality that Brown & Brown prides itself upon. Our dedicated executive account team will continue to serve as an extension of the City's Human Resources team and provide prompt resolution to any issues, concerns, or requests. We commit to having a member of our team available for onsite activities, as requested.

The Brown & Brown executive account team manages the daily service issues that may arise regarding claims, compliance, billing, and eligibility. Due to our status with the insurance carriers, we have the distinct advantage of having a dedicated contact in each carrier's home office to assist us with resolving any issues in the most efficient manner possible***. It is our commitment to resolve all issues within a 24-hour period.*** If we cannot meet that deadline, we will contact the City's team with an update stating why we are unable to resolve the issue and include an expected time frame for resolution.



Emerging Risks/Trends

Increasing medical costs

- ✓ Medical provider/supply cost increases
- ✓ Increased claims utilization

Increasing pharmacy costs

- ✓ Specialty Rx
- ✓ Specialty Treatments (i.e. Gene Therapy)

Continued cost drivers

- ✓ Aging Population
- ✓ High-Cost Diagnoses (i.e. cancer, musculoskeletal, hypertension)
- ✓ Delay of care (i.e. preventive screenings, specialist visits, mental health)

Employee Experience

- ✓ Employee Attraction
- ✓ Employee Retention
- ✓ Competitive Benefit Package Offerings

Listed above are a few emerging risks/trends we are likely to continue to see for the foreseeable future. Brown & Brown and our teams of experts have not only identified these, and other trends that are emerging, but also reviewed case studies and resources on ways to mitigate the risk and assist our clients through any of these challenges they may face.

Several of the resources provided by Brown & Brown can assist in identifying and providing a strategy to mitigate some of these risks and enhance the employee experience, including but not limited to:

- ✓ **Population Health Team**
- ✓ **Robust Wellness Initiatives**
- ✓ **Targeted Employee Education and Communication**
- ✓ **Comprehensive Benefit Program Analysis and Recommendations**

2. **Marketing – Describe your firm's proposed marketing processes and strategies. Provide comment on current program structure and pricing (to the extent possible) with particular emphasis on your firm's assessment of the insurance market. Include identification of resources that are not part of the proposed service team. Provide a suggested listing of markets that may be considered for each major line of coverage, including your rationale for such a course of action. Include any intermediaries to be used and your relationship with those companies. (Note: The City is requesting a sample only of the markets that your company would use for an account of the size of Fernandina Beach).**

Design

Pre-Renewal Discussion
Brown & Brown will conduct a pre-renewal discussion annually, typically in January, to discuss the previous year's results and make recommendations for plan design changes for the City to consider. Having these discussions prior to drafting Requests for Proposals will allow us to provide accurate specifications that reflect the strategies, goals, and initiatives the City desires.

Request for Proposal Process
Brown & Brown will facilitate and manage a comprehensive marketing process to assist the City in the solicitation of selected lines of coverage. We will create a timeline of the RFP process to ensure the City has ample time to review our findings and make decisions.

This process consists of the following:

- Collection of Information
- Discussion and Approval of RFP Specifications
- Release of RFP to the Market
- Review of Submitted Proposals and Preliminary Recommendations
- Finalist Interviews (if necessary) and Recommendations

Current Renewal Process Timeline:

Receive Carrier Renewals	Mid to late May
Market Coverages, as directed by the City	Early to mid-June (Approximately 4 weeks allotted for carriers to respond)
Review and Present Carrier Options to City	Mid to late July
Best and Final Offers, if necessary & Selection	Late July
Brown & Brown Notifies Carriers	Late July – Early August
Implementation and Open Enrollment	Late August – Early September

***This is a customizable process based on when the City needs to have the renewal approved by the City Commission and desired Open Enrollment dates.**

Analysis of Renewal Offers

- Collection and analysis of all carrier responses
- Executive analysis and summary of benefit recommendations by Brown & Brown
- Our presentation includes:
  - Ratings of carriers
  - Market summary
  - Fully insured plan spreadsheet with details of all competitive quotes
  - Alternative funding options
- Ongoing plan design and benefit consultation, rate and/or plan negotiations with carriers until the City makes a final decision
- Attendance at any Commission Meetings and carrier negotiations throughout the decision-making process and thereafter

Network Analysis

Brown & Brown frequently analyzes provider networks for all carriers that we utilize. If our clients have a specific provider that is used but not in network, we work very closely with the carriers to explore all our options and possibilities to ensure the employees have access to quality providers. Continually analyzing provider networks and maintaining superior providers is of the utmost importance to ensure our clients and their employees continue to have access to excellent care for minimum out of pocket costs.

During the marketing process, we will perform a network analysis for a specific radius to ensure the desired providers are included. If the desired providers are not in-network with a carrier, we can explore other carriers and complete a Network Disruption Report to ensure the least amount of disruption and inconvenience both administratively and to the employees.

If it is necessary to change carriers, Brown & Brown works extremely close with our clients and the carriers to ensure we match coverages as closely as possible or enhance benefits and lower costs. We will manage the implementation process to ensure a smooth transition for the employees as well as the HR team.

Carrier/Vendor Selection and Negotiations

Brown & Brown will notify all carriers of the City's selections and begin negotiations to ensure the City received the most competitive terms and conditions possible. Our premium volume with all the major carriers allows us to consistently negotiate the most competitive terms and conditions for our clients year after year.

It is our mission to utilize market forces and competition in the marketplace in the pursuit of competitive insurance placements for our clients every year. This concept underlines one of our core business principles: ***Always do what is right for the client.*** We are constantly focused on the balance between holding the market's interest while simultaneously conducting competitive processes in a professional manner.

Brown & Brown will conduct an annual market analysis to obtain formal quotes for medical, dental, vision, life, short-term and/or long-term disability, Employee Assistance Program, flexible spending plans and other supplemental benefits as directed by the City. We routinely conduct formal bids for all benefit programs including administrative services such as Online Enrollment systems. Below is a list of some of our preferred carrier partners:

Medical	Aetna	Capital Health Plans	Humana
	Assurant	Cigna	Neighborhood Health Partnership
	AvMed	Florida Health Care Plans	United Healthcare
	Florida Blue (all affiliates)	Health First / Florida Hospital Care Advantage	
Alternate Funding / Other	All Savers (UHC) – Not available to Public Sector clients	Innovative Health Plan	Ownership Rewards
	Benecon / FGHS	Innovative Workplace Benefits	Trustmark
	ELAP Services	National General Life	Wellnet
National Preferred Ancillary & Worksite	Aetna*	EyeMed	Principal Financial*
	Aflac*	Florida Combined Life	Securian Financial (Ochs/MN life)
	AIG*	Guardian Life & Health*	Standard Insurance*
	Allstate Financial*	Hartford Life*	SunLife Financial (Assurant)*
	Ameritas	Humana*	Superior Vision
	Axa Financial*	Lincoln Financial*	TransAmerica*
	Cigna*	Metropolitan Life*	United Healthcare
	Colonial Life*	Mutual of Omaha*	Unum Insurance*
			Vision Service Plan (VSP)

For securing services and lines of coverage which require formal RFP process, Brown & Brown will collaborate with the City of Fernandina Beach to review all claims, utilization, pharmacy, benefit summaries, plan design, etc. to strategize and develop appropriate specifications. Our team will draft a proposal including all agreed upon specifications and will submit to City Staff for final submission to carriers. Once approved, Brown & Brown will release the RFP to the carriers and will grant them 2-3 weeks to submit their responses (if time permits). Once all responses are received, Brown & Brown will review and analyze submittals and present results with our recommendations to Staff and City Commission.

3. **Data Management – Provide commentary on the projected needs for the City of Fernandina Beach relative to data management and your firm's approach to meeting those needs. Include resources or systems that might be utilized to enhance this area of benefits management.**

Actuarial Services (at no cost to the City)

Brown & Brown has the ability to provide actuarial services via our internal Brown & Brown Consulting Team, or an external actuarial firm, Jay Miniati Actuarial Services. We work closely with both teams, depending on client preference and complexity. Both provide exceptional service and analysis.

The assigned Brown & Brown management team will manage the actuarial processes and relationships. We commit to providing all requested documents, reports, budget estimates, funding projections and filings in a timely manner.

Brown & Brown's Director of Analytics, Brandon Savage, will also work very closely with the chosen actuary to ensure all information is provided in a timely manner for accurate completion and submission of the 112.08 filing, if necessary. This filing is not currently a requirement for fully-insured groups, but if the City chooses to explore self-funding, Brown & Brown has resources in place to be able to provide this service.

Reporting and Meaningful Analytics

Brown & Brown will assist the City with the ongoing management of its insurance and cost management by providing budget projections and quarterly claims reviews. The quarterly executive summary will illustrate claims and pharmacy utilization. These quarterly reviews provide the data beneficial for strategy discussions that will assist us in formulating our marketing strategy to execute against our review.

Brown & Brown conducts and presents a thorough review of the current plans and makes recommendations to the HR team, insurance committee and/or Commission Members, as often as requested. Brown & Brown also coordinates with the current medical carrier to meet with the HR team and/or attend insurance committee meetings to review: utilization, loss ratio, high-cost claims and pharmacy spend and utilization, and new programs to be considered.

We will provide monthly reporting and develop and report any pertinent information to the City's Human Resources/Risk Management team, as necessary. Included in the reports are the following:

- Medical Claims
- Lifestyle and Chronic Conditions
- High-Cost Claims
- Risk Trends/Demographics
- Pharmacy Claims
- Benchmarking
- Top Drug Utilization
- Historical Data

4. **Program Design – Provide a brief summary of potential program designs that may be appropriate for the City of Fernandina Beach for the major lines of coverage. Include rational for your suggestions. Given the information provided, identify your firm's key strategies in evaluating the optimum alternatives for the City of Fernandina Beach in the major lines of coverage.**

Brown & Brown will do a full analysis of the City's program, including claims data, wellness program, and any other pertinent factors, to determine further recommendations for the City's program. We do this is to ensure our recommendations have a direction and can make a meaningful impact on the City's program and employees.

A few strategies we would explore are:

1. **Comprehensive Population Health Review** – a comprehensive review of the City's medical plan, utilization, top Rx utilization, large claimants and wellness initiatives. This review will uncover diagnoses driving the City's claims, provide clarity on possible design changes, program recommendations or initiatives that may be available to assist the City and their employees in mitigating these risks, containing rising costs and enhancing the employee's experience with the employee benefits program.
2. **Employee Survey** – this will uncover employee satisfaction with the City's current Employee Benefits program. Results will determine Brown & Brown's recommendations for plan design or program enhancements. Employee satisfaction is critical for employee retention.
3. **Alternate Funding Mechanisms** – we will explore alternate funding mechanisms, such as self-funding, level funding, captives and consortiums. We will provide an analysis showing the pros, cons and financials associated with the funding arrangements and provide recommendations based on our analysis.
4. **Employee Assistance Program (EAP)** – Explore EAP options beneficial for all employees for mental, financial and overall health and wellbeing.

5. **Communications – Describe formal and informal communication processes for the City of Fernandina Beach. Include proposed schedules of key meetings, timelines, and other process mileposts for the proposed client service. Include any proprietary client communications that may be appropriate and available to the City of Fernandina Beach to facilitate communications. Describe your firm's capability of producing annual benefit statements and open enrollment communications for employees.**

Brown & Brown commits to communicating with the City's staff and employees in any manner the City deems appropriate.

For ongoing communications, our team typically will communicate in the following ways:

- ✓ In-Person/Virtual Meetings
- ✓ Email/Secure Email
- ✓ Direct Phone Lines
- ✓ Newsletters
- ✓ Customized Service Calendar (See Tab 8: Attachments for a Sample Customized Service Calendar)
- ✓ Compliance Communications (fliers, email, webinars, etc.)

Pre-renewal/Renewal Communications:

- ✓ Sample Renewal Proposal (See Tab 8: Attachments for a Sample Renewal Proposal.)
- ✓ Webinars
- ✓ Renewal Questionnaires (See Tab 8: Attachments for a Sample Renewal Questionnaire.)
- ✓ Customized Benefit Guide (See Tab 8: Attachments for a Sample Benefit Guide.)

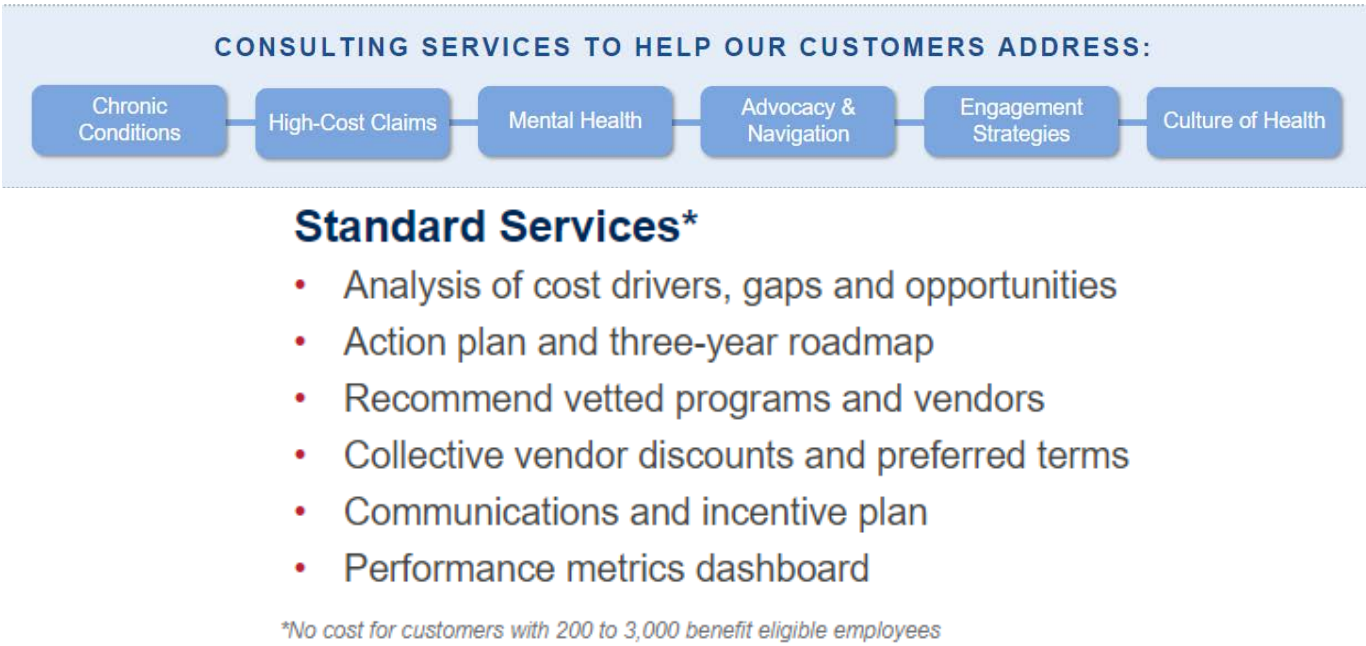
Open Enrollment Communications:

As stated in question #1, regarding ways Brown & Brown will **Manage** the City's employee benefits program, open enrollment implementation and education are key components of a successful employee benefits program. As stated previously as well, it is extremely important that we create and implement a strategy that ensures the employees understand the offerings that are available to them, the value of those benefits and the best way to utilize the benefits to contain their out-of-pocket costs. While we have outlined a comprehensive list of those communications, we commit to providing customized communications in any way the City deems the most appropriate and impactful to their employees and their families.

6. **Other Services (Optional) – Provide a brief summary of other services available from your firm that may be appropriate to the City of Fernandina Beach consideration.**

Population Health Consulting

There are many levers to pull when addressing cost efficiency in a health insurance program. In order to make recommendations on specific vendors, plan management, and individual health management, your Brown & Brown team will work together to develop targeted solutions to control costs using our Population Health Consulting services. While it is a bit more difficult to do a deep dive into claims data for a group the size of the City of Fernandina, we still want to ensure all employees are engaged in their health and understand the resources available to them.



Our Population Health Differentiators

Clinical Expertise
Our **Population Health Consultants** include experienced physicians, registered nurses and certified wellness consultants

Strategic Framework
We apply our **Intelligent Health Plan™** framework to tailor a strategy to each client's unique population health needs

Proprietary Analytics
Our **Total Impact Estimator** calculated client's total cost of their top chronic conditions – including medical, Rx, absence and presenteeism costs

Innovation
Our **Innovation Hub** includes a database of 750+ vendors and access to early-stage digital health innovators

Vendor Intelligence & Insight
Our **Vendor Collectives** offer preferred terms with best-in-class population health vendors

Brown & Brown Innovation Hub Vendor Relationships

Insights on 750+ innovative health & well-being vendors

Physical
Hinge Health, progyny, MAVEN, omada, ONE DROP, Livongo, virta

Emotional
ginger, Lyra, meQuilibrium, Sleepio, talkspace, HEADSPACE, myStrength

Care & Advocacy
GRAND ROUNDS, TELADOC, PINNACLECARE, Accolade, alight, Quantum HEALTH

Engagement
sharecare, limeade, Virgin Pulse, RALLY, HealthCheck360, The PREVENTIVE Plan, navigate

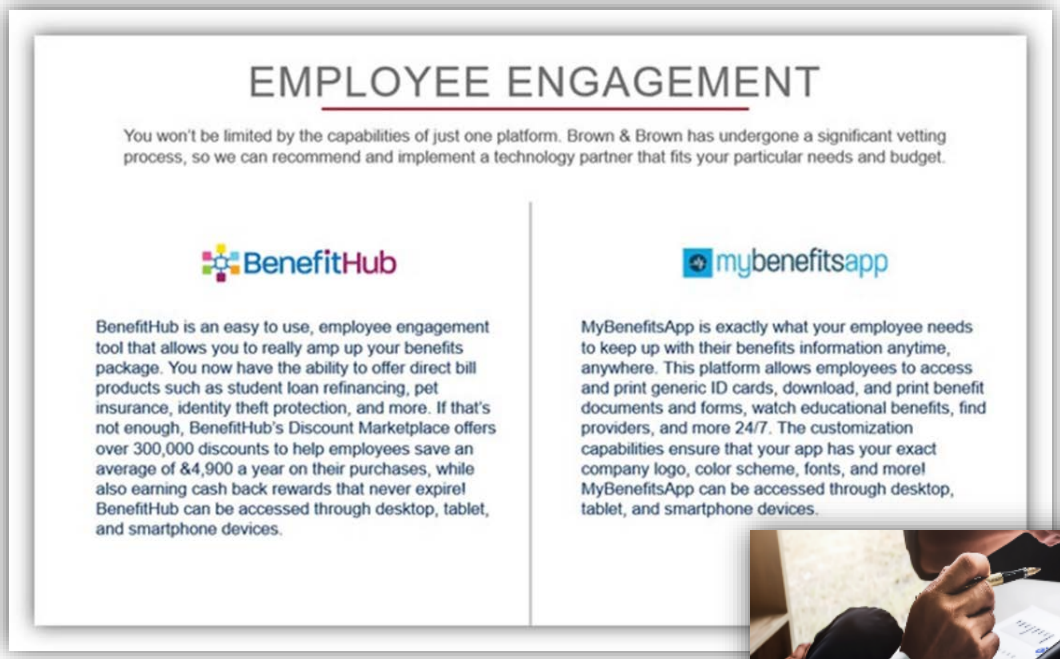
Financial
tuition.io, Prudential, HelloWallet, gradifi

Family & Lifestyle
CARROT, cleo, kindbody, Blue Apron, ovia health, milkstork, BESTUPONREQUEST

Employee Engagement Tools

Brown & Brown has enhanced technology services with our Employee Benefits App and Benefits Hub website. The Benefits App can allow your employees easy access to the health and welfare plans information, ID cards and FSA/HSA balances.

The Benefits Hub website is a discount service platform that contains discounts for many different services such as weight loss programs, gyms, grocery delivery, pet insurance, etc.



EMPLOYEE ENGAGEMENT

You won't be limited by the capabilities of just one platform. Brown & Brown has undergone a significant vetting process, so we can recommend and implement a technology partner that fits your particular needs and budget.

BenefitHub

BenefitHub is an easy to use, employee engagement tool that allows you to really amp up your benefits package. You now have the ability to offer direct bill products such as student loan refinancing, pet insurance, identity theft protection, and more. If that's not enough, BenefitHub's Discount Marketplace offers over 300,000 discounts to help employees save an average of &4,900 a year on their purchases, while also earning cash back rewards that never expire! BenefitHub can be accessed through desktop, tablet, and smartphone devices.

mybenefitsapp

MyBenefitsApp is exactly what your employee needs to keep up with their benefits information anytime, anywhere. This platform allows employees to access and print generic ID cards, download, and print benefit documents and forms, watch educational benefits, find providers, and more 24/7. The customization capabilities ensure that your app has your exact company logo, color scheme, fonts, and more! MyBenefitsApp can be accessed through desktop, tablet, and smartphone devices.



Employee Engagement With BenefitHub

ATTRACT, RETAIN, AND MOTIVATE THE BEST TALENT FOR YOUR BUSINESS WITH BENEFITHUB

BenefitHub is an easy-to-use portal with a full range of benefits and rewards you can offer your employees.

Why BenefitHub?

- All your benefits, in one place
- Easy to use
- Incredible savings for your employees

20 Years in Business

5/10 Largest US Employers Use BenefitHub

10,000+ Customers Using BenefitHub

$4,900 Average Annual Employee Savings

72% Employee Engagement

Join dozens of Fortune 100 companies including America's two biggest employers.
Please contact us to learn more about our employee benefit solutions.

7. **Broker/Consultant Compensation – Identify your firm's preference on the means of compensation for services. Provide a detailed analysis of the fee build-up, including allocated time and rates for the service providers. Identify any proposed services that may be outside an agreed-upon fee and an estimate for those services, if applicable. Include the details of any proposed incentive plan, if recommended.**

Brown & Brown proposes the compensation options outlined below.

Flat Fee Option
$65,000 Annually*

*For scope of services outlined in this RFP

Brown & Brown

Tab 6

Location in Proximity to Fernandina Beach

Tab 6: Location in Proximity to Fernanda Beach

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

The City of Fernandina Beach's project team would be located at the Brown & Brown Headquarters in Daytona Beach, approximately 125 miles from City Hall.

We also have an office in Jacksonville, approximately 48 miles from City Hall, that houses 50+ teammates that could be engaged, if necessary.

We commit to be available for all in person and/or virtual meetings, as requested by the City. We confirm there are no issues of accessibility or staff availability.

Brown & Brown

Tab 7

Compensation / Cost of Service

Tab 7: Compensation / Cost of Service

Submittals shall include an annual service fee as part of their response to this RFP. The successful firm shall be compensated on an annual fee basis. Fees will be payable quarterly at the end of each quarter. 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.

Agreed and confirmed.

Proposed Annual Flat Fee
$65,000 Annually*

*For scope of services outlined in this RFP

Brown & Brown

Tab 8

Attachments

Sample Service Calendar

CITY OF FERNANDINA BEACH WORKING SERVICE CALENDAR

Brown & Brown

JANUARY

New Year Touch Base

FEBRUARY

Annual Compliance Review

W2 Box 12 Reporting due 2/1/2022
Form 940/941 Due 2/1/2022

MARCH

Pre-Renewal Meeting

Marketplace Updates

Claims Meeting (TBD)
Review Q4 (Oct-Dec) Claims

CMS Online Disclosure of Creditable Coverage (3/1)
1095 Reporting Due to Employees (3/2)
1095C Reporting Due to IRS (3/31)

APRIL

Send out Renewal Requests

Initial Renewal Updates / Next Steps Strategy
Pop Health Management Strategy
Carrier Vendor/Report Card
Employee Communication Strategy

MAY

RFP Development (if necessary)
Data Collection

JUNE

Initial Renewal Presentation (TBD)
Discuss Budget & Employee Contributions
Discuss Plan & Vendor Changes
Finalize Open Enrollment Dates
OE Communication & Tech Strategies

Claims Meeting (TBD)
Review Q1 (Jan-Mar) Claims
*These claims will be included with renewal delivery.

JULY

Finalize Renewal Offerings (TBD)
Updated Renewal Results
Plan Design Considerations
Employee Contribution Illustrations
Finalize Vendors / Plan Changes for 2023
Communication Strategy

Technology Configuration Deadline (TBD)

PCORI Fee Due (7/31)

AUGUST

Final Renewal Presentation to Executive Team (TBD)
Finalize Budget & Contributions
Renewal Decision Notification to Carriers
Request SBC's from Carriers
Applicable Carrier Transition / Implementation

Open Enrollment Kick Off (TBD)

Ongoing Open Enrollment Assistance

SBC Distribution: 30 days prior to OE

SEPTEMBER

Finalize New Carrier/Partner Implementation

Confirm ID Card Delivery
Account Structure Updates
File Feed ready for 10/1

Strategic Initiatives
OE Debrief & Lessons Learned Meeting

Claims Meeting (TBD)
Review Q2 (April-June) Claims

OCTOBER

New Plan Year Begins
Working Service Calendar / Qtrly Comm Plan
10/1 Benefit Portal and Comm's Updates
Gather SPD's & Contracts
Plan Year End Claims Data Collection & Analysis
Pre & Post OE Census

Wellness Discussion/Planning

Medicare Part D Notice Due (10/15)

NOVEMBER

OE Invoice Review
OE Enrollment Audit

DECEMBER

Claims Meeting (TBD)
Review Previous Plan Year (10/1-9/30) Claims

COMPLIANCE WEBINARS

Monthly | 11:00am CST

January | 1.6.2022
ACA Reporting, Are You Ready?

February | 2.17.2022
Benefit Discrimination & Need to Knows

March | 3.17.2022
HSA's, From Eligibility to Distributions

April | 4.21.2022
ACA & the Look Back Measurement Period

May | 5.19.2022
FMLA and Employee Benefits

June | 6.16.2022
A Benefits Checklist for M&A

August | 8.18.2022
Where do Wellness Plans Stand?

September | 9.15.2022
HIPAA Privacy and Security Overview

October | 10.22.2022
Clearing the Air on Transparency Regulations

November | 11.17.2022
2022 Common Questions

DOWNLOAD SCHEDULE

NOTE: Additional webinars may be added due to legislative changes, rulings, guidance or other developments impacting employee benefits

***COMPLIANCE DUE DATES**

SPECIMEN

Brown & Brown

Tab 8

Attachments

Sample Renewal Proposal



SPECIMEN

Brown & Brown

A Proposal of Employee Benefits Coverage and Service

Client ABC

Melanie Stegall, GBDS, VBS
Employee Benefits Advisor

Morgan Legath, GBA, GBDS, VBS
Employee Benefits Specialist

Morgan Johnson, GBDS
Marketing Analyst

Revised Proposal Date: August 2022

Effective Date: October 1, 2022

Public Risk Insurance Advisors

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 80 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Public Risk Insurance Advisors (PRIA), a wholly owned subsidiary of Brown & Brown, Inc., has established itself as one of the premier insurance services organizations for public entities in the United States. Our in-depth understanding of the unique risk exposures and operating environment of public entities allows us to tailor insurance products and services to effectively meet their needs. As the only independent insurance agency solely dedicated to the public entity market, we are uniquely qualified to meet and exceed the expectations of our clients. Our 20 years of insuring local governments has afforded us significant experience and insight into the unique challenges and constraints that our clients face.

As a Brown & Brown company, PRIA has access to hundreds of insurance markets nationwide. The buying power and premium leverage within the organization is surpassed by few agencies.

PRIA focuses on developing innovative approaches towards managing your risk. Cost effective insurance products, professional service, and commitment to client's needs are our primary goals. Proof of account satisfaction is reflected by a 97% business retention rate.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include
Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" Employee Beefits Specialist to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, PRIA is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" Public Risl Specialist.

Commitment to Our Clients

The Employee Benefits Division at Pubic Risk Insurance Advisors is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the PRIA's Employee Benefits Advisor, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs. The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

Phone
(386) 252-6176
(386) 845-9229 - Fax

Address
Public Risk Insurance Advisors
220 South Ridgewood Avenue
Daytona Beach, FL 32114

Website
www.bbpria.com

NYSE Listed: BRO

SPECIMEN

Disclaimer Information

Public Risk Insurance Advisors Disclaimers and Disclosures:

• Brown & Brown makes every attempt to place coverage with carriers rated A- or better through A.M. Best, a national credit rating Advisors with a specific focus on the insurance industry. Additional information, including carrier ratings can be found at www.ambest.com. Brown & Brown cannot certify the financial soundness or stability of a company, so we encourage you to review the financial information for each carrier as found in one or more of the following sources before making a decision as to where to place your coverage: a state department of insurance website, A.M. Best Company website, or a carrier website.

• The analysis of the following plans is a summary. Please refer to the policy certificate for a full list of coverage and exclusions.

• The rates and benefits in this proposal are based upon underwriting factors which include, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn.

• If you select to change carriers, any existing plans with other carriers should not be cancelled until advised by Public Risk Insurance Advisors.

• This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available.

• This presentation is the proprietary work product of Public Risk Insurance Advisors and is not authorized for further use or distribution.

• All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.

• Public Risk Insurance Advisors representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question.

• Public Risk Insurance Advisors representatives may from time to time provide guidance regarding certain requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice regarding legal requirements.

• The network directories/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly.

• Failure to adhere to provisions of the Affordable Care Act (such as pay-or-play, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Public Risk Insurance Advisors representative at any time.

• You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the next year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

• Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insured's that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, received loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Questions and Information Requests: Should you have any questions or require additional information, please contact this office at 386-252-6176 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry.shtml.

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CURRENT GUIDE TO BEST'S RATINGS

Best's Rating:
Represents an opinion based on a company's financial strength, operating performance and market profile

Secure Best's Ratings: A++ to B+ (Superior to Good)
Vulnerable Best's Ratings: B to D (Fair to Poor)

Outlooks:

Positive = indicates possible rating upgrade due to favorable financial/market trend relative to the current rating level.

Not Rated Companies:
NR = Companies that are not rated by A.M. Best

Rating Modifiers:
u = Under Review (change in financial condition)
pd = Public Data (Insurers do not subscribe to Best's rating process)
s = Syndicate (operating at Lloyds)

Financial Size Categories:
Reflects the company's size based on its capital surplus and conditional reserve funds in millions of U.S. dollars, using the scale below:

FSC I	less than 1	less than 1 mill	FSC IX	250 to 500
FSC II	1 to 2	1 to 2	FSC X	500 to 750
FSC III	2 to 5	2 to 5	FSC XI	750 to 1,000
FSC IV	5 to 10	5 to 10	FSC XII	1,000 to 1,250
FSC V	10 to 25	10 to 25	FSC XIII	1,250 to 1,500
FSC VI	25 to 50	25 to 50	FSC XIV	1,500 to 2,000
FSC VII	50 to 100	50 to 100	FSC XV	greater than 2,000
FSC VIII	100 to 250	100 to 250	" -- "	unknown / not rated

A.M. BEST'S INSURANCE RATINGS & CARRIER WEBSITES

The insurance company providing coverage has the following A.M. Best Financial Rating:
A++ to D = Highest to Lowest Rating
XV to I = Largest to Smallest Rating
Not Rated Companies:
NR = Not rated by A.M. Best

Carrier Name	Best's Rating for Stability	FSC Rating for Assets/ Surplus	Web Address
UnitedHealthcare Insurance Co.	A	XV	www.unitedhealthgroup.com
Cigna Life and Health Insurance Company	A	XV	www.cigna.com
Blue Cross and Blue Shield of Florida, Inc.	A+	XV	www.bcbsfl.com
Standard Insurance Company	A	XIII	www.standard.com
Lincoln National Life Insurance Company	A+	XV	www.lfg.com
Mutual of Omaha Insurance Company	A+	XV	www.mutualofomaha.com
Sun Life Assurance Company of Canada (Underwritten by Union Security Insurance Co)	A+	XV	www.sunlife.com
EyeMed (Underwritten by Fidelity Security Life Insurance)	A-	VIII	www.fslins.com / www.eyemed.com

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Marketing Summary

Medical

Florida Healthcare Plans	Current | Renewal
Cigna	See Proposal
United Healthcare	See Proposal
Aetna	DTQ- Not competitive

Dental

Standard	Current | Renewal

Vision

EyeMed	Current

Basic Life & AD&D | Voluntary Life & AD&D

Standard	Current | Renewal
Guardian	DTQ- Not competitive
Lincoln	See Proposal
Mututal of Omaha	See Proposal
Minnesota Life (Ochs)	See Proposal
Sun Life	See Proposal

Short Term Disability | Long Term Disability

Standard	Current | Renewal
Guardian	DTQ- Not competitive
Lincoln	See Proposal
Mututal of Omaha	See Proposal
Minnesota Life (Ochs)	See Proposal
Sun Life	See Proposal

FSA

BASIC	See Proposal
Benefits Workshop	See Proposal
ProBenefits	See Proposal
TASC	See Proposal

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Executive Summary of Medical & Prescription Drug Coverage

Client ABC

October 1, 2019 - September 30, 2020

	Current | Renewal			
Vendor	Carrier		Carrier	
Plan Name				
Plan Type	HMO		In-Network Option 1	Option 2	Option 3
Plan Details	*Network*		*Network*	*Network*	*Non-Network*
	Single	*Family*	*Single*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0	$0	$0	$0	$250	$500	$500	$1,000
Embedded Deductible:	N/A		N/A		Yes		Yes	
Calendar or Policy Year:	N/A		N/A		Calendar		Calendar	
Coinsurance:	15%		15%		30%		50%	
Maximum Out-of-Pocket:	$2,500	$5,000	$3,000	$6,000	$4,000	$8,000	$6,000	$12,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		N/A, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes	
Physician Services								
Office Visit:	$20		$20		$30		Deductible + Coinsurance	
Specialist:	$35		$35		Deductible + Coinsurance		Deductible + Coinsurance	
Chiropractic:	$15		$15		Deductible + Coinsurance		Deductible + Coinsurance	
Hospital / Emergency Services								
Inpatient Hospital Per Admission:	$200		$250 per day, days 1-5		Not covered		Deductible + Coinsurance	
Emergency Room:	$100		$100		$100		$100	
Urgent Care:	$60		$60		$60		$600	
Outpatient Surgical Facility:	Covered in full		$100		Not covered		Deductible + Coinsurance	
Ambulatory Surgery Center:	Covered in full		$100		Not covered		Deductible + Coinsurance	
Diagnostic Services								
Lab & X-Ray Outpatient:	Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		Lab: N/A | X-Ray: Deductible + Coinsurance		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		Independent testing facility: Deductible + Coinsurance Outpatient hospital facility: N/A		Deductible + Coinsurance	
Prescription Drug								
Deductible:	N/A		N/A		N/A		N/A	
Tier 1	Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15	
Tier 2	FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35	
Tier 3	FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60	
Tier 4	FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins	
Mail Order Prescription (90 Day Supply):	$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A	
Non-Network Plan Details	*Non-Network*		*Non-Network*		*Non-Network*		*Non-Network*	
Plan Deductible	N/A		N/A		N/A			
Coinsurance:	N/A		N/A		N/A		See above	
Maximum Out-of-Pocket:	N/A		N/A		N/A			
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A			

Plan Rates | Current Enrollment		Current	Renewal	Revised Renewal		Current	Renewal	Revised Renewal
Employee:	50	$539.41	$573.93	$539.41	22	$590.70	$629.46	$590.70
Employee + Spouse:	19	$1,315.08	$1,399.25	$1,315.08	15	$1,440.13	$1,534.63	$1,440.13
Employee + Child(ren):	9	$1,187.78	$1,263.80	$1,187.78	5	$1,300.73	$1,386.08	$1,300.73
Family:	25	$1,574.54	$1,675.31	$1,574.54	21	$1,724.26	$1,837.40	$1,724.26
Estimated Monthly Premiums:	103	$102,011	$108,539	$102,011	63	$77,310	$82,383	$77,310
Estimated Annual Premiums:		**$1,224,126**	**$1,302,470**	**$1,224,126**		**$927,726**	**$988,600**	**$927,726**
Rate Change from Current (%):			6.4%	0.0%			6.6%	0.0%

	Current	Renewal	Revised Renewal
Estimated Grand Total Annual Premiums:	**$2,151,852**	**$2,291,071**	**$2,151,852**
PEPY	$12,963	$13,802	$12,963
Rate Change from Current (%):		6.5%	0.0%
Rate Change from Current ($):		$139,219	$0

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Executive Summary of Medical & Prescription Drug Coverage
Client ABC
October 1, 2019 - September 30, 2020

	Alternate 1							
Vendor	Carrier		Carrier					
Plan Name								
Plan Type	HMO		In-Network Option 1		Option 2		Option 3	
Plan Details	*Network*		*Network*		*Network*		*Non-Network*	
	Single	*Family*	*Single*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0	$0	$0	$0	$500	$1,000	$1,000	$2,000
Embedded Deductible:	N/A		N/A		Yes		Yes	
Calendar or Policy Year:	N/A		N/A		Calendar		Calendar	
Coinsurance:	15%		10%		20%		40%	
Maximum Out-of-Pocket:	$3,000	$6,000	$5,000	$10,000	$5,000	$10,000	$7,000	$14,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		N/A, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes	
Physician Services								
Office Visit:	$20		$20		$30		Deductible + Coinsurance	
Specialist:	$35		$35		Deductible + Coinsurance		Deductible + Coinsurance	
Chiropractic:	$15		Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Hospital / Emergency Services								
Inpatient Hospital Per Admission:	$250 per day, days 1-5		Coinsurance		Not covered		Deductible + Coinsurance	
Emergency Room:	$100		Coinsurance		Coinsurance		Coinsurance	
Urgent Care:	$60		Coinsurance		Coinsurance		Coinsurance	
Outpatient Surgical Facility:	$100		Coinsurance		Not covered		Deductible + Coinsurance	
Ambulatory Surgery Center:	$100		Coinsurance		Not covered		Deductible + Coinsurance	
Diagnostic Services								
Lab & X-Ray Outpatient:	Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		Independent testing facility: Lab: $0 | X-Ray 10% Coins Outpatient hospital facility: 10% Coins		Lab: N/A | X-Ray: Deductible + Coinsurance		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		Independent testing facility: 10% Coins Outpatient hospital facility: 10% Coins		Independent testing facility: 10% Coins Outpatient hospital facility: N/A		Deductible + Coinsurance	
Prescription Drug								
Deductible:	N/A		N/A		N/A		N/A	
Tier 1	Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15	
Tier 2	FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35	
Tier 3	FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60	
Tier 4	FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins	
Mail Order Prescription (90 Day Supply):	$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A	
Non-Network Plan Details	*Non-Network*		*Non-Network*		*Non-Network*		*Non-Network*	
Plan Deductible	N/A		N/A		N/A			
Coinsurance:	N/A		N/A		N/A		See above	
Maximum Out-of-Pocket:	N/A		N/A		N/A			
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A			

Plan Rates | Current Enrollment		Alternate 1		
Employee:	50	$535.19	22	$582.55
Employee + Spouse:	19	$1,304.80	15	$1,420.26
Employee + Child(ren):	9	$1,178.49	5	$1,282.78
Family:	25	$1,562.23	21	$1,700.46
Estimated Monthly Premiums:	103	$101,213	63	$76,244
Estimated Annual Premiums:		**$1,214,554**		**$914,923**
Rate Change from Current (%):		-0.8%		-1.4%

	Alternate 1
Estimated Grand Total Annual Premiums:	**$2,129,477**
PEPY	$12,828
Rate Change from Current (%):	-1.0%
Rate Change from Current ($):	

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Executive Summary of Medical & Prescription Drug Coverage
Client ABC
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	Alternate 2							
Vendor	Carrier		Carrier					
Plan Name								
Plan Type	HMO		In-Network Option 1		Option 2		Option 3	
Plan Details	*Network*		*Network*		*Network*		*Non-Network*	
	Single	*Family*	*Single*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible	$0	$0	$0	$0	$500	$1,000	$1,000	$2,000
Embedded Deductible:	N/A		N/A		Yes		Yes	
Calendar or Policy Year:	N/A		N/A		Calendar		Calendar	
Coinsurance:	15%		10%		20%		40%	
Maximum Out-of-Pocket:	$5,000	$10,000	$5,000	$10,000	$5,000	$10,000	$7,000	$14,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		N/A, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes	
Physician Services								
Office Visit:	$25		$20		$30		Deductible + Coinsurance	
Specialist:	$50		$35		Deductible + Coinsurance		Deductible + Coinsurance	
Chiropractic:	$15		Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Hospital / Emergency Services								
Inpatient Hospital Per Admission:	$500 per day, days 1-5		Coinsurance		Not covered		Deductible + Coinsurance	
Emergency Room:	$100		Coinsurance		Coinsurance		Coinsurance	
Urgent Care:	$75		Coinsurance		Coinsurance		Coinsurance	
Outpatient Surgical Facility:	$200		Coinsurance		Not covered		Deductible + Coinsurance	
Ambulatory Surgery Center:	$200		Coinsurance		Not covered		Deductible + Coinsurance	
Diagnostic Services								
Lab & X-Ray Outpatient:	Independent testing facility: Lab: $0 | X-Ray: $50 Outpatient hospital facility: 15% Coins		Independent testing facility: Lab: $0 | X-Ray 10% Coins Outpatient hospital facility: 10% Coins		Lab: N/A | X-Ray: Deductible + Coinsurance		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	Independent testing facility: $100 Outpatient hospital facility: 15% Coins		Independent testing facility: 10% Coins Outpatient hospital facility: 10% Coins		Independent testing facility: 10% Coins Outpatient hospital facility: N/A		Deductible + Coinsurance	
Prescription Drug								
Deductible:	N/A		N/A		N/A		N/A	
Tier 1	Preferred generic FHCP $3 | Walgreens N/A Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15	
Tier 2	FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35	
Tier 3	FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60	
Tier 4	FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins	
Mail Order Prescription (90 Day Supply):	$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A	
Non-Network Plan Details	*Non-Network*		*Non-Network*		*Non-Network*		*Non-Network*	
Plan Deductible	N/A		N/A		N/A			
Coinsurance:	N/A		N/A		N/A		See above	
Maximum Out-of-Pocket:	N/A		N/A		N/A			
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A			

Plan Rates | Current Enrollment		Alternate 2		
Employee:	50	$527.90	22	$582.55
Employee + Spouse:	19	$1,287.02	15	$1,420.26
Employee + Child(ren):	9	$1,162.44	5	$1,282.78
Family:	25	$1,540.94	21	$1,700.46
Estimated Monthly Premiums:	103	$99,834	63	$76,244
Estimated Annual Premiums:		**$1,198,006**		**$914,923**
Rate Change from Current (%):		-2.1%		-1.4%

	Alternate 2
Estimated Grand Total Annual Premiums:	**$2,112,929**
PEPY	$12,728
Rate Change from Current (%):	-1.8%
Rate Change from Current ($):	

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Executive Summary of Medical & Prescription Drug Coverage
Client ABC
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		Alternate 3							
Vendor		Carrier				Carrier			
Plan Name									
Plan Type		HMO		In-Network Option 1		Option 2		Option 3	
Plan Details		*Network*		*Network*		*Network*		*Non-Network*	
		Single	*Family*	*Single*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible		$250	$750	$0	$0	$500	$1,000	$1,000	$2,000
Embedded Deductible:		Yes		N/A		Yes		Yes	
Calendar or Policy Year:		Calendar		N/A		Calendar		Calendar	
Coinsurance:		10%		10%		20%		40%	
Maximum Out-of-Pocket:		$2,000	$4,000	$5,000	$10,000	$5,000	$10,000	$7,000	$14,000
(Includes Deductible, Copay, Rx)		Yes, Yes, Yes		N/A, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes	
Physician Services									
Office Visit:		$20		$20		$30		Deductible + Coinsurance	
Specialist:		$35		$35		Deductible + Coinsurance		Deductible + Coinsurance	
Chiropractic:		Deductible + Coinsurance		Coinsurance		Deductible + Coinsurance		Deductible + Coinsurance	
Hospital / Emergency Services									
Inpatient Hospital Per Admission:		Deductible + Coinsurance		Coinsurance		Not covered		Deductible + Coinsurance	
Emergency Room:		$100		Coinsurance		Coinsurance		Coinsurance	
Urgent Care:		$60		Coinsurance		Coinsurance		Coinsurance	
Outpatient Surgical Facility:		Deductible + Coinsurance		Coinsurance		Not covered		Deductible + Coinsurance	
Ambulatory Surgery Center:		Deductible + Coinsurance		Coinsurance		Not covered		Deductible + Coinsurance	
Diagnostic Services									
Lab & X-Ray Outpatient:		Independent testing facility: Lab: $0 | X-Ray: $35 Outpatient hospital facility: Deductible + Coinsurance		Independent testing facility: Lab: $0 | X-Ray 10% Coins Outpatient hospital facility: 10% Coins		Lab: N/A | X-Ray: Deductible + Coinsurance		Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):		Independent testing facility: $75 Outpatient hospital facility: Deductible + Coinsurance		Independent testing facility: 10% Coins Outpatient hospital facility: 10% Coins		Independent testing facility: 10% Coins Outpatient hospital facility: N/A		Deductible + Coinsurance	
Prescription Drug									
Deductible:		N/A		N/A		N/A		N/A	
Tier 1		Preferred generic FHCP $3 | Walgreens N/A Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15	
Tier 2		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35	
Tier 3		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60	
Tier 4		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins	
Mail Order Prescription (90 Day Supply):		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A	
Non-Network Plan Details		*Non-Network*		*Non-Network*		*Non-Network*		*Non-Network*	
Plan Deductible		N/A		N/A		N/A		See above	
Coinsurance:		N/A		N/A		N/A			
Maximum Out-of-Pocket:		N/A		N/A		N/A			
Per Occurrence Deductible (Inpatient/Outpatient):		N/A		N/A		N/A			
Plan Rates | Current Enrollment		Alternate 3							
Employee:	50	$495.83		22		$582.55			
Employee + Spouse:	19	$1,208.83		15		$1,420.26			
Employee + Child(ren):	9	$1,091.81		5		$1,282.78			
Family:	25	$1,447.32		21		$1,700.46			
Estimated Monthly Premiums:	103	$93,769		63		$76,244			
Estimated Annual Premiums:		**$1,125,223**				**$914,923**			
Rate Change from Current (%):		-8.1%				-1.4%			

	Alternate 3
Estimated Grand Total Annual Premiums:	**$2,040,145**
PEPY	$12,290
Rate Change from Current (%):	-5.2%
Rate Change from Current ($):	

SPECIMEN

Executive Summary of Medical & Prescription Drug Coverage

Client ABC
October 1, 2019 - September 30, 2020

	Alternate 4				Alternate 5			
Vendor	Carrier		Carrier		Carrier		Carrier	
Plan Name								
Plan Type	HMO		POS		HMO		POS	
Plan Details	*Network*		*Network*		*Network*		*Network*	
	Single	*Family*	*Single*	*Family*	*Single*	*Family*	*Single*	*Family*
Plan Deductible:	$0	$0	$0	$0	$0	$0	$500	$1,000
Embedded Deductible:	N/A		N/A		N/A			
Calendar or Policy Year:	N/A		N/A		N/A			
Coinsurance:	15%		10%		15%		20%	
Maximum Out-of-Pocket:	$2,500	$5,000	$3,000	$6,000	$2,500	$5,000	$4,000	$8,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		N/A, Yes, Yes		N/A, Yes, Yes		Yes, Yes, Yes	
Physician Services								
Office Visit:	$20		$20		$20		$20	
Specialist:	$35		$35		$35		$35	
Chiropractic:	$15		$15		$15		Deductible + Coinsurance	
Hospital / Emergency Services								
Inpatient Hospital Per Admission:	$200		$250 (Days 1-5)		$200		Deductible + Coinsurance	
Emergency Room:	$100		$100		$100		$150	
Urgent Care:	$60		$60		$60		$75	
Outpatient Surgical Facility:	Covered in full		$100		Covered in full		Deductible + Coinsurance	
Ambulatory Surgery Center:	Covered in full		$100		Covered in full		Deductible + Coinsurance	
Diagnostic Services								
Lab & X-Ray Outpatient:	Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		Independent testing facility: Covered in full Outpatient hospital facility: 10% Coins		Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		$0 Lab | $35 X-Ray Outpatient hospital facility: Deductible + Coinsurance	
Advanced Imaging Services (MRI, MRA, PET, CT):	Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		Independent testing facility: Covered in full Outpatient hospital facility: 10% Coins		Independent testing facility: Covered in full Outpatient hospital facility: 15% Coins		Deductible + Coinsurance	
Prescription Drug								
Deductible:	N/A		N/A		N/A		N/A	
Tier 1	Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15		Preferred generic FHCP $3 | Walgreens $15 Non-preferred generic FHCP $10 | Walgreens $15	
Tier 2	FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35		FHCP $30 | Walgreens $35	
Tier 3	FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60		FHCP $55 | Walgreens $60	
Tier 4	FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins		FHCP Only Pref 15% Coins | Non-Pref 25% Coins	
Mail Order Prescription (90 Day Supply):	$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A		$6 |$27 | $87 | $162 | N/A	
Non-Network Plan Details	*Non-Network*		*Non-Network*		*Non-Network*		*Non-Network*	
Plan Deductible:	N/A		$2,000	$4,000	N/A		$1,000	$2,000
Coinsurance:	N/A		50%		N/A		40%	
Maximum Out-of-Pocket:	N/A		$6,000	$12,000	N/A		$6,000	$12,000
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A		N/A	

Plan Rates | Current Enrollment		Alternate 4		Alternate 5	
Employee:	50	$539.41	22	$545.78	$539.41	$512.49
Employee + Spouse:	19	$1,315.08	15	$1,330.61	$1,315.08	$1,249.45
Employee + Child(ren):	9	$1,187.78	5	$1,201.81	$1,187.78	$1,128.50
Family:	25	$1,574.54	21	$1,593.13	$1,574.54	$1,495.96
Estimated Monthly Premiums:	103	$102,011	63	$71,431	$102,011	$67,074
Estimated Annual Premiums:		**$1,224,126**		**$857,173**	**$1,224,126**	**$804,890**
Rate Change from Current (%):		0.0%		-8%	0.0%	-13%

	Alternate 4	Alternate 5
Estimated Grand Total Annual Premiums:	**$2,081,300**	**$2,029,017**
PEPY	$12,538	$12,223
Rate Change from Current (%):	-3.28%	-6%
Rate Change from Current ($):	-$70,552	-$122,835

Notes:

Enrollment counts are illustrative based on current enrollment between HMO T42 and Triple Option T03

SPECIMEN

Executive Summary of Medical & Prescription Drug Coverage

Client ABC

October 1, 2019 - September 30, 2020

	Option 1				Option 2			
Vendor	Carrier		Carrier		Carrier		Carrier	
Plan Name								
Plan Type			NHP HMO				NHP HMO	
Plan Details	***Network***		***Network***		***Network***		***Network***	
	Single	***Family***	***Single***	***Family***	***Single***	***Family***	***Single***	***Family***
Plan Deductible:	$0	$0	$0	$0	$250	$500	$500	$1,000
Embedded Deductible:	N/A		N/A		Yes		Yes	
Calendar or Policy Year:	N/A		N/A		Calendar		Calendar	
Coinsurance:	15%		15%		20%		20%	
Maximum Out-of-Pocket:	$2,500	$5,000	$3,000	$6,000	$1,000	$2,000	$3,500	$7,000
(Includes Deductible, Copay, Rx)	N/A, Yes, Yes		N/A, Yes, Yes		Yes, Yes, Yes		Yes, Yes, Yes	
Physician Services								
Office Visit:	$20		$20		$25		$25	
Specialist:	$35		$35		$50		$45	
Chiropractic:	$20		$20		$25		$25	
Hospital / Emergency Services								
Inpatient Hospital Per Admission:	$200		$250 per day , days 1-5		Deductible + Coinsurance		$250	
Emergency Room:	$100		$100		$250		$250	
Urgent Care:	$60		$60		$75		$50	
Outpatient Surgical Facility:	Coinsurance		$100		Deductible + Coinsurance		$250	
Ambulatory Surgery Center:	Coinsurance		$100		Deductible + Coinsurance		$250	
Diagnostic Services								
Lab & X-Ray Outpatient:	$0		$0		$0		$0	
Advanced Imaging Services (MRI, MRA, PET, CT):	Coinsurance		Coinsurance		$200		$200	
Prescription Drug								
Deductible:	N/A		N/A		N/A		N/A	
Prescription Tier	$10 |$35 | $70		$10 |$35 | $70		$10 |$35 | $70		$10 |$35 | $70	
Mail Order Prescription (90 Day Supply):	2.5x Copay		2.5x Copay		2.5x Copay		2.5x Copay	
Non-Network Plan Details	***Non-Network***		***Non-Network***		***Non-Network***		***Non-Network***	
Plan Deductible:	N/A		$500	$1,000	N/A		N/A	
Coinsurance:	N/A		50%		N/A		N/A	
Maximum Out-of-Pocket:	N/A		$6,000	$12,000	N/A		N/A	
Per Occurrence Deductible (Inpatient/Outpatient):	N/A		N/A		N/A		N/A	

Plan Rates | Current Enrollment	Option 1				Option 2	
Employee:	50	$560.08	22	$577.85	$534.48	$490.97
Employee + Spouse:	19	$1,233.30	15	$1,272.42	$1,176.92	$1,081.12
Employee + Child(ren):	9	$1,365.47	5	$1,408.80	$1,303.06	$1,196.98
Family:	25	$1,634.88	21	$1,686.75	$1,560.15	$1,433.14
Estimated Monthly Premiums:	103	$104,598	63	$74,265	$99,817	$63,099
Estimated Annual Premiums:		**$1,255,175**		**$891,177**	**$1,197,801**	**$757,188**

	Option 1	Option 2
Estimated Grand Total Annual Premiums:	**$2,146,352**	**$1,954,989**
PEPY	$12,930	$11,777
Rate Change from Current (%):	-0.3%	-9.1%
Rate Change from Current ($):	-$5,500	-$196,863

Rates subject to final enrollment and underwriting

SPECIMEN

Executive Summary of Medical & Prescription Drug Coverage

Client ABC

October 1, 2019 - September 30, 2020

		Option 3		
Vendor			Carrier	
Plan Name			Carrier Plan	
Plan Details			***Network***	
		Single		***Family***
Plan Deductible:		$250		$500
Embedded Deductible:			Yes	
Calendar or Policy Year:			Calendar	
Coinsurance:			30%	
Maximum Out-of-Pocket:		$4,000		$8,000
(Includes Deductible, Copay, Rx)			Yes, Yes, Yes	
Physician Services				
Office Visit:			$20	
Specialist:			$35	
Chiropractic:			$35	
Hospital / Emergency Services				
Inpatient Hospital Per Admission:			Deductible + Coinsurance	
Emergency Room:			$100	
Urgent Care:			$60	
Outpatient Surgical Facility:			Deductible + Coinsurance	
Ambulatory Surgery Center:			Deductible + Coinsurance	
Diagnostic Services				
Lab, X-Ray & Diagnostics Outpatient:			$0	
Advanced Imaging Services (MRI, MRA, PET, CT):			Deductible + Coinsurance	
Prescription Drug				
Deductible:			N/A	
Prescription Tier			$15 | $35 | $60	
Mail Order Prescription (90 Day Supply):			3x Copay	
Non-Network Plan Details			***Non-Network***	
Plan Deductible:		$500		$1,000
Coinsurance:			50%	
Maximum Out-of-Pocket:		$6,000		$12,000
Per Occurrence Deductible (Inpatient/Outpatient):			N/A	
Plan Rates | Current Enrollment		Insurance & Admin	Claims Funding	Total
Employee:	70	$180.57	$401.87	$582.44
Employee + Spouse:	35	$379.19	$843.94	$1,223.13
Employee + Child(ren):	14	$343.07	$763.57	$1,106.64
Family:	47	$541.68	$1,205.62	$1,747.30
Estimated Monthly Premiums:	166	$56,173	$125,023	$181,196
Estimated Annual Premiums:		**$674,082**	**$1,500,275**	**$2,174,357**
PEPY			**$13,099**	
Rate Change from Current (%):				1.0%
Rate Change from Current ($):				$22,505

Cigna is offering $20,000 premium credit for 1 month

ISL:	$50,000
Corridor Factor:	110%
Funding Agreement:	50%

Rates subject to final enrollment and underwriting

SPECIMEN

Executive Summary of Medical & Prescription Drug Coverage

Client ABC
October 1, 2019 - September 30, 2020

	Option 4					
Vendor	Carrier			Carrier		
Plan Name	Carrier Plan			Carrier Plan		
Plan Type						
Plan Details	***Network***			***Network***		
	Single		***Family***	***Single***		***Family***
Plan Deductible:	$0		$0	$250		$500
Embedded Deductible:		N/A			Yes	
Calendar or Policy Year:		N/A			Calendar	
Coinsurance:		15%			30%	
Maximum Out-of-Pocket:	$2,500		$5,000	$4,000		$8,000
(Includes Deductible, Copay, Rx)		N/A, Yes, Yes			Yes, Yes, Yes	
Physician Services						
Office Visit:		$20			$30	
Specialist:		$35			Coinsurance	
Chiropractic:		$35			Coinsurance	
Hospital / Emergency Services						
Inpatient Hospital Per Admission:		Coinsurance			Deductible + Coinsurance	
Emergency Room:		$100			$100	
Urgent Care:		$60			$60	
Outpatient Surgical Facility:		Coinsurance			Deductible + Coinsurance	
Ambulatory Surgery Center:		Coinsurance			Deductible + Coinsurance	
Diagnostic Services						
Lab, X-Ray & Diagnostics Outpatient:		Covered in full			Covered in full	
Advanced Imaging Services (MRI, MRA, PET, CT):		Coinsurance			Deductible + Coinsurance	
Prescription Drug						
Deductible:		N/A			N/A	
Prescription Tier		$15 | $35 | $60			$15 | $35 | $60	
Mail Order Prescription (90 Day Supply):		3x Copay			3x Copay	
Non-Network Plan Details		***Non-Network***			***Non-Network***	
Plan Deductible:		N/A		$500		$1,000
Coinsurance:		N/A			50%	
Maximum Out-of-Pocket:		N/A		$6,000		$12,000
Per Occurrence Deductible (Inpatient/Outpatient):		N/A			N/A	

Plan Rates | Current Enrollment		Insurance & Admin	Claims Funding	Total		Insurance & Admin	Claims Funding	Total
Employee:	50	$174.73	$461.89	$636.62	22	$175.86	$384.55	$560.41
Employee + Spouse:	19	$405.38	$1,071.57	$1,476.95	15	$408.00	$892.13	$1,300.13
Employee + Child(ren):	9	$377.42	$997.67	$1,375.09	5	$379.86	$830.61	$1,210.47
Family:	25	$510.05	$1,348.24	$1,858.29	21	$513.33	$1,122.48	$1,635.81
Estimated Monthly Premiums:	103	$32,587	$86,139	$118,726	63	$22,668	$49,567	$72,235
Estimated Annual Premiums:		**$391,041**	**$1,033,672**	**$1,424,713**		**$272,018**	**$594,806**	**$866,824**
Rate Change from Current (%):								

	Option 4		
	Insurance & Admin	Claims Funding	Total
Estimated Grand Total Annual Premiums:	**$663,059**	**$1,628,478**	**$2,291,537**
PEPY			$13,804
Rate Change from Current (%):			6.5%
Rate Change from Current ($):			$139,685
ISL:	$50,000		
Corridor Factor:	110%		
Funding Agreement:	50%		

Cigna is offering $20,000 premium credit for 1 month

Rates subject to final enrollment and underwriting

SPECIMEN

Executive Summary of Dental Coverage

Client ABC

October 1, 2019 - September 30, 2020

		Current | Renewal											
Vendor		Carrier				Carrier				Carrier			
Network:		Ameritas				Ameritas				Ameritas			
Plan Name:		High Plan				Mid Plan				Low Plan			
		Network				*Network*				*Network*			
Plan Details		*Single*	*Family*			*Single*	*Family*			*Benefit Level 1*	*Benefit Level 2*		
Coinsurance Percentage		100% | 100% | 60% | 50%				100% | 80% | 50 % 50%				Plan pays 0% of first $250	Plan pays 80% of remaining		
Deductible (Family Maximum):		$50	$150			$50	$150				N/A		
Deductible Waived for Preventive:		Yes				Yes					N/A		
Calendar Year Maximum:		$2,000				$1,000					$3,000		
Orthodontic Lifetime Maximum / 8070 / 8080 Children Ortho:		$1,000				$1,000					N/A		
Included Adult Ortho / 8090 Adult Ortho:		No				No					N/A		
Dental Services		*Benefit Level*	*Frequency*			*Benefit Level*	*Frequency*				*Sample Covered Expenses*		
Routine Exam & Cleaning:	1110:	Preventive	2 in 12 months			Preventive	2 in 12 months				2 in 12 months		
Fluoride Treatment:	1206:	Preventive	1 in 12 months, age 18 & under			Preventive	1 in 12 months, age 18 & under				1 in 12 months		
X-Ray (Bitewings):	0270:	Preventive	1 in 12 months			Preventive	1 in 12 months				1 in 12 months		
X-Ray (Full Mouth):	0210:	Preventive	1 in 3 years			Preventive	1 in 3 years				1 in 3 years		
Sealants:	1351:	Preventive	1 in 3 years, under age 16			Preventive	1 in 3 years, under age 16				1 in 3 years, under age 16		
Fillings:	2140/ 2150/ 2160:	Basic	1 per 6 months			Basic	1 per 6 months				1 per 6 months		
Root Canal Therapy:	3310:	Basic	Retreatment 1 per 12 months			Basic	Retreatment 1 per 12 months				Retreatment 1 per 12 months		
Crowns:	2751/ 2791:	Major	1 in 5 years			Major	1 in 5 years				1 per 5 years		
Bridges	6212:	Major	1 in 5 years			Major	1 in 5 years				1 per 5 years		
Dentures:	5110:	Major	1 in 5 years			Major	1 in 5 years				1 per 5 years		
Implants:	6010:	Major	1 in 5 years			Major	1 in 5 years				1 per 5 years		
Non-Network Details		*Non-Network*				*Non-Network*					*Non-Network*		
Coinsurance Percentage:		100% | 80% | 50 % 50%				100% | 50% | 25% | 50%					N/A		
Deductible (Family Maximum):		$50	$150			$100	$300				N/A		
Deductible Waived for Preventive:		Yes				Yes					N/A		
Calendar Year Maximum:		$1,000				$1,000					N/A		
Percent of UCR:		90th				MAC					N/A		
Waiting Periods:		None				None					N/A		
Late Entrant Penalties:		Late entrants will be eligible for only exams, cleanings, and fluoride applications for the first 12 months they are covered				Late entrants will be eligible for only exams, cleanings, and fluoride applications for the first 12 months they are covered					N/A		
Allows Annual Open Enrollment:		Yes				Yes					N/A		
Included Rollover:		Yes				Yes					N/A		
Employer Contribution:		0%				0%					0%		
Participation Requirement:		60% or 90 members				60% or 90 members					60% or 90 members		
Rate Guarantee:		1 year until 9/30/2020				1 year until 9/30/2020					1 year until 9/30/2020		
Plan Rates | Current Enrollment			Current	Renewal			Current	Renewal			Current	Renewal	
Employee:	9	$43.40	$43.40		36	$23.76	$23.76		10	$20.92	$20.92		
Employee + Spouse:	8	$89.96	$89.96		22	$48.56	$48.56		6	$44.92	$44.92		
Employee + Child(ren):	0	$99.84	$99.84		7	$58.16	$58.16		1	$30.64	$30.64		
Family:	6	$152.96	$152.96		14	$87.40	$87.40		8	$54.64	$54.64		
Total:	23				79				25				
Estimated Monthly Premiums:		$2,028	$2,028			$3,554	$3,554			$2,721	$2,721		
Estimated Annual Premiums:		**$24,336**	**$24,336**			**$42,653**	**$42,653**			**$32,650**	**$32,650**		
Rate Change from Current:			0.0%				0.0%				0.0%		

	Current	Renewal
Estimated Grand Total Annual Premiums:	**$99,639**	**$99,639**
PEPY		$784.56
Rate Change from Current (%):		0.0%
Rate Change from Current ($):		$0

Notes:

Payment Basis: Non-Participating Providers- Maximum Allowable Charge | Participating Providers: Maximum Allowable Charge

Please see benefit sheet for complete list of covered services

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Executive Summary of Vision Coverage

Client ABC

October 1, 2019 - September 30, 2020

		Current
Vendor		Carrier
Network		EyeMed Select
Copays		***Network***
Exam:		$10
Frequencies		
Exams:		12 months
Lenses:		12 months
Frames:		24 months
Contacts:		12 months
Allowances		
Frames:		$130 + 20% off balance over $130
Contact (Elective):		$105 + 15% off balance over $105
Contact (Medically Necessary):		Covered in full
Non-Network Allowances		***Non-Network***
Exam:		up to $30
Single Vision:		up to $25
Bifocal:		up to $40
Trifocal:		up to $60
Frames:		up to $65
Contact (Elective):		up to $84
Contact (Medically Necessary):		up to $200
Employer Contribution:		0%
Participation Requirement:		10 enrolled
Rate Guarantee:		Until 9/30/2020
Plan Rates | Current Enrollment		Current
Employee:	34	$6.98
Family:	48	$17.81
Total:	82	
Estimated Monthly Premiums:		$1,092
Estimated Annual Premiums:		**$13,106**
PEPY		**$160**

Notes:

Rates subject to final enrollment underwriting

SPECIMEN

Executive Summary of Group Life & AD&D Coverage

Client ABC

October 1, 2019 - September 30, 2020

Basic Life: 10,795,650

AD&D: 10,305,650

	Current | Renewal			Option 1			Option 2			Option 3			Option 4		
Vendor	Carrier		Carrier	Carrier			Carrier			Carrier			Carrier		
Class Definition | Plan Details:	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue	Benefit	Maximum	Guarantee Issue
Class 1: Active members other than commissioners	1x Annual Salary	$100,000	$100,000	1x Annual Salary	$100,000	$100,000	1x Annual Salary	$100,000	$100,000	1x Annual Salary	$100,000	$100,000	1x Annual Salary	$100,000	$100,000
Class 2: Retirees electing $10,000 benefit	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Class 3: Retirees electing $25,000 benefit	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
	Class 1	Class 2	Class 3	Class 1	Class 2	Class 3	Class 1	Class 2	Class 3	Class 1	Class 2	Class 3	Class 1	Class 2	Class 3
Reduction Schedule:	to 65% at age 65 to 50% at age 70 Terminates at retirement	None	to 40% at age 70+	by 35% at age 65 by 50% at age 70 Terminates at retirement	None-Terminates at age 99	by 60% at age 70 Terminates at age 99	to 65% at age 65 to 50% at age 70 Terminates at retirement	None	to 40% at age 70	to 65% at age 65 to 50% at age 70 Terminates at retirement	to 65% at age 65 to 50% at age 70	None	to 65% at age 65 to 50% at age 70 Terminates at retirement	to 67% at age 70 to 50% at age 75	to 67% at age 70 to 50% at age 75
Waiver of Premium:	Class 1: Included			Class 1: Included			Class 1: Included			Class 1: Included			Class 1: Included		
Conversion:	Included			Included			Included			Included			Included		
Accelerated Death Benefit:	Class 1: Included			Class 1: Included			Included			Included			Class 1: Included		
Seatbelt/Safe Driver Benefit:	Class 1: Included			Class 1: Included			Class 1: Included			Class 1: Included			Class 1: Included		
Current Enrollment:															
Employer Contribution:	100%			100%			100%			100%			100%		
Participation Requirement:	100%			100%			100%			100%			100%		
Rate Guarantee:	1 year until 9/30/2020			2 years until 9/30/2021			3 years until 9/30/2022			2 years until 9/30/2021			2 years until 9/30/2021		
Plan Rates	Current	Renewal		Option 1			Option 2			Option 3			Option 4		
Basic Life	$0.175	$0.240		$0.175			$0.135			$0.170			$0.160		
AD&D	$0.030	$0.030		$0.030			$0.030			$0.020			$0.020		
Estimated Monthly Premiums:	$2,198	$2,900		$2,198			$1,767			$2,041			$1,933		
Estimated Annual Premiums:	**$26,381**	**$34,802**		**$26,381**			**$21,199**			**$24,496**			**$23,201**		
Rate Change from Current (%):		31.9%		0.0%			-19.6%			-7.1%			-12.1%		
Rate Change from Current ($):		$8,421		$0			-$5,182			-$1,884			-$3,180		

Notes:

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Executive Summary of Voluntary Group Life & AD&D Coverage

Client ABC

October 1, 2019 - September 30, 2020

	Current | Renewal	Option 1	Option 2	Option 3	Option 4
Vendor	Carrier	Carrier	Carrier	Carrier	Carrier
Plan Details (Employee)					
Benefit (Increments of):	1x, 2x, or 3x Salary	5x Salary	$10,000	3x Salary	1x, 2x, or 3x Salary
Maximum Benefit:	$400,000	$400,000 ($50,000 for employees age 70+)	$300,000	$400,000	$400,000
Guarantee Issue:	$195,000	$150,000	$200,000	$150,000	$100,000
Reduction Schedule:	to 65% at age 65 to 50% at age 70	by 35% at age 65 by 50% at age 70 Terminate upon retirement	None	to 65% at age 65 to 50% at age 70	to 65% at age 65 to 50% at age 70
Waiver of Premium:	Included	Included	Included	Included	Included
Portability:	Included	Included	Included	Included	Included
Accelerated Death Benefit:	Included	Included	Included	Included	Included
Employer Contribution:	0%	0%	0%	0%	0%
Participation Requirement:	Greater of 20% or 10 enrolled	Lesser of 35% of eligible employees or an additional 25% of those currently not participating	None	32%	30%
Rate Guarantee:	1 year until 9/30/2020	2 years until 9/30/2021	3 years until 9/30/2022	2 years until 9/30/2021	2 years until 9/30/2021

Plan Rates per $1,000	Current | Renewal		Option 1	Option 2	Option 3	Option 4
	Employee		Employee	Employee	Employee	Employee
Under 35	$0.110	$0.110	$0.110	$0.110	$0.110	$0.110
Age 35 - 39	$0.140	$0.140	$0.140	$0.140	$0.140	$0.140
Age 40 - 44	$0.210	$0.210	$0.210	$0.210	$0.210	$0.210
Age 45 - 49	$0.340	$0.340	$0.340	$0.340	$0.340	$0.340
Age 50 - 54	$0.530	$0.530	$0.530	$0.530	$0.530	$0.530
Age 55 - 59	$0.930	$0.930	$0.930	$0.930	$0.930	$0.930
Age 60 - 64	$1.310	$1.310	$1.310	$1.310	$1.310	$1.310
Age 65 - 69	$2.160	$2.160	$2.160	$2.160	$2.160	$2.160
Age 70 - 74	$4.660	$4.660	$4.660	$4.660	$4.660	$4.660
Age 75 +	$6.010	$6.010	$6.010	$6.010	$6.010	$6.010

Notes:

On the effective date, all eligible employees will be allowed to elect or increase coverage up to the Guaranteed Acceptance Level as defined for newly eligible employees ($150k). At the Annual Open Enrollment Period, current eligible employees may elect or increase up to 2 increments ($20k) on a guaranteed acceptance basis (any total election over $150K will require EOI).

Spouse life can be added in increments of $5k up to $150k ($25k GI) and the employee rates above would apply to the spouse. Child life can be added with a benefit of $10k or $15k for $0.130 per $1k. Current insured employees can elect an additional $20,000 at open enrollment without EOI, as long as they do not exceed the guarantee issue amount.

Premium Calculation

Step 1: Benefit _____ / 1000 = _____ # Units

Step 2: # Units _____ x _____ Age-banded Rate = $_____ Premium Per Month

Example: 44 year old, $200,000 Benefit

$200,000 / 1000= 200 Units

200 x Age 44 rate = $42.00

SPECIMEN

Executive Summary of Short Term Disability Coverage

Client ABC

October 1, 2019 - September 30, 2020

Weekly Volume	$51,300		$68,400				
	Current | Renewal		Option 1	Option 2	Option 3	Option 4	
Vendor	Carrier		Carrier	Carrier	Carrier	Carrier	
Plan Details							
Elimination Period (Accident):	11 Days		8 Days	8 Days	11 Days	12 Days	
Elimination Period (Sickness):	11 Days		8 Days	8 Days	11 Days	12 Days	
Percent of Salary	70%		70%	70%	70%	70%	
Maximum Weekly Benefit (per week):	$300		$400	$400	$300	$300	
Duration of Benefits (days):	180		26 weeks	180	175	168	
Pre-Existing Conditions:	None		None	None	None	None	
Number of Eligible Lives:	171		171	171	171	171	
Employer Contribution:	100%		100%	100%	100%	100%	
Participation Requirement:	100%		100%	100%	100%	100%	
Rate Guarantee:	1 year until 9/30/2020		2 years until 9/30/2021	2 years until 9/30/2021	2 years until 9/30/2021	2 years until 9/30/2021	
Plan Rates	Current	Renewal	Option 1	Option 2	Option 3	Option 4	
Rate / $10 Benefit	$0.300	$0.330	$0.300	$0.311	$0.270	$0.300	
Estimated Monthly Premiums:	$1,539	$1,693	$2,052	$2,127	$1,385	$1,539	
Estimated Annual Premiums:	**$18,468**	**$20,315**	**$24,624**	**$25,527**	**$16,621**	**$18,468**	
Rate Change from Current (%):		10%	0%	38%	-10%	0%	
Rate Change from Current ($):		$1,847	$6,156	$7,059	-$1,847	$0	

Annual premium reflects the increased maximum weekly benefit.

Notes:

SPECIMEN

Executive Summary of Long Term Disability Coverage

Client ABC

October 1, 2019 - September 30, 2020

	Current | Renewal	Option 1	Option 2	Option 3	Option 4
Vendor	Carrier	Carrier	Carrier	Carrier	Carrier
Plan Details					
Elimination Period:	180 days	180 days	180 days	180 days	180 days
Percent of Salary	60%	60%	60%	60%	60%
Maximum Monthly Benefit:	$6,000	$6,000	$6,000	$6,000	$6,000
Benefit Period:	5 years or SSNRA, whichever is shorter	5 years or age 70, whichever is shorter	To age 65, reduced duration after age 61	5 years	5 years graded
Integration:	Full family	Full family	Full family	Full family	Full family
Definition of Disability:	2 years own occ | any occ thereafter	2 years own occ | any occ thereafter	2 years own occ | any occ thereafter	2 years own occ | any occ thereafter	2 years own occ | any occ thereafter
Earnings Test:	80% / 60%	99% / 85%	80% / 60%	99% / 85%	80% / 60%
Pre-Existing Conditions:	3/12	3/12	3/12	3/12	3/12
Mental & Nervous Limitations:	24 months per lifetime	24 months per lifetime	24 months per lifetime	24 months per lifetime	24 months per lifetime
Return to Work Incentive:	Included	Included	Included	Included	Included
Rehabilitation Benefit:	Included	Included	Included	Included	Included
Worksite Modification:	Included	Included	Included	Included	Included
EAP:	Included	Included	Included	Included with the Basic Life & AD&D	Included with STD or Basic Life & AD&D
Number of Eligible Lives:	171	171	171	171	171
Employer Contribution:	0%	0%	0%	0%	0%
Participation Requirement:	Greater of 20% or 10 enrolled	23%	20%	23%	20%
Rate Guarantee:	1 year until 9/30/2020	2 years until 9/30/2021	2 years until 9/30/2021	2 years until 9/30/2021	2 years until 9/30/2021

Rate / $100 Covered Payroll	Current	Renewal	Option 1	Option 2	Option 3	Option 4
Under 30	$0.130	$0.146	$0.117	$0.120	$0.130	$0.092
Age 30 - 34	$0.190	$0.213	$0.171	$0.170	$0.190	$0.134
Age 35 - 39	$0.200	$0.224	$0.180	$0.180	$0.200	$0.141
Age 40 - 44	$0.310	$0.347	$0.279	$0.280	$0.310	$0.219
Age 45 - 49	$0.470	$0.526	$0.423	$0.420	$0.470	$0.331
Age 50 - 54	$0.760	$0.851	$0.684	$0.680	$0.760	$0.536
Age 55 - 59	$1.340	$1.501	$1.206	$1.210	$1.340	$0.945
Age 60+	$1.760	$1.971	$1.584	$1.580	$1.760	$1.241

Notes:

Calculation:

Step 1: Annual Salary_____ / 12 = _____Covered Monthly Payroll

Step 2: Covered Monthly Payroll_____ x _____% Percentage of Benefit = _____Monthly Benefit*

Step 3: Covered Monthly Payroll_____ / 100 = _____ **# Units**

Step 4: # Units_____ x_____ Rate = $_____Premium Per Month

*Please note: Step 2 calculates monthly benefit and is not necessary for premium calculation. Subject to maximum monthly benefit.

Example: 44 year old, $60,000 annual salary

$60,000.00 / 12 = $5000 Covered Monthly Payroll

$5000 x .60 = $3000 Monthly Benefit

$5000 / 100 = 50 # Units

50 x Age 44 rate = $15.50

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Executive Summary of Flexible Spending Account Coverage

Client ABC

October 1, 2019 - September 30, 2020

	Option 1	Option 2	Option 3	Option 4
Vendor	Carrier	Carrier	Carrier	Carrier
Plan Details				
Initial Set-up Fee:	$0	$0	$200	$300
Annual Renewal Fee:	$0	$0	$0	$300
Admin Fee (pepm):	$3.82	$4.60	$4.25	$4.00
Minimum Monthly Amount:	$50	$0	$60	$130
Rate Guarantee:				
Plan Rates	Option 1	Option 2	Option 3	Option 4
Number of Participants:	160	160	160	160
Estimated Annual Premiums (First Year):	**$7,334**	**$8,832**	**$8,360**	**$8,280**
Estimated Annual Premiums:	**$7,334**	**$8,832**	**$8,160**	**$7,980**

Notes:

Lost debit card: $10 / Replacement card due to a reporting error $10

Enrollment Materials are provided electronically. Printed booklets: $0.95 per booklet.

Additional cards or replacement for lost cards: $5 per card

$100 annual fee for plan documents for the Section 125 plan and underlying benefits such as the FSAs and access to online Section 125 nondiscrimination testing services. No charge for initial plan document.

Fee for on-site employee meetings or participation in benefit fairs is $300 per day plus reasonable travel expenses.

Printed enrollment materials: $3 per packet

Customized Group Employee Education Meeting: Additional fees apply

Preliminary Nondescrimination Test: $150 each

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Tab 8

Attachments

Renewal Questionnaire

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CLIENT ABC

Pre-Renewal Questionnaire

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Pre-Renewal Questionnaire

As one of our valued clients, our priorities are to ensure that you understand your coverage, are adequately informed of the options available and are properly insured. As part of your annual review, it is imperative that you take a few moments to review and complete the following and return it to our office. Our team will use the information in this questionnaire to go out to market and ensure your renewal plans are set up correctly.

Please complete the following sections and return along with your current census.

1) **Employee Count Worksheet & Affiliated Companies:** We show that you have 50 or more eligible employees; however, if you have part-time employees, that can have an impact on certain compliance-related items. This form provides us with the full picture of your employee counts.

2) **Quote Request Form:** We typically go out to market and request similar plan designs to what you have in place, unless you tell us differently. This form gives you an opportunity to ask for different plan designs, inquire about specific carriers, and indicate your interest in add-on solutions.

3) **Pre-Renewal Questionnaire:** This is the form we use to gather basic information about you and your organization. While we DO have much of this on file, you would be surprised at how often these come back to us with NEW information!

4) **Employee Handbook:** This is a good opportunity for you to review your client handbook. If there are any areas of concern, or if you would like sample handbook language, please let us know. We can review your concerns with our HR Resources and send you sample handbooks and policies.

5) **Census:** If you are interested in marketing any lines of coverage, we need to confirm your current eligible employees and their salaries. Please complete the attached Excel template and return to me. Additionally, be sure to verify this census against your current invoices to ensure there are no missing employees, or employees who have recently terminated. If we do not receive a completed census back from you, we may be unable to market additional coverage options.

If you have any questions, please reach out to me.

Morgan Legath
Account Manager

Return to morgan.legath@bbrown.com

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Employee Count Worksheet & Affiliated Companies

Determination of Group Size: These are calculations that are required for certain regulatory tests.

Is your organization an Applicable Large Employer* (ALE)? *(circle one)* Yes No Unknown

ALE Determination: *An ALE is an employer that has 50 or more full-time equivalent employees. If unsure, please complete the following calculation to determine your ALE status.*

Please base all of your responses on the prior calendar year (2021). Counts should include any employee working for any business that is considered a single employer under subsection (b), (c), (m), or (o) of IRS Section 414. Please let us know if you have questions on this section.

A. Calculate the average number of total employees *(eligible and non-eligible – anyone receiving a W-2)*

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg.

Total: Add up all monthly columns
Average: Divide the total by 12
Average Number of Total Employees in 2021: _____

B. Calculate the average number of employees who worked 30 hours or more per week each month

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg.

Total: Add up all monthly columns
Average: Divide the total by 12
Average Number of Total Employees in 2021: _____

C. Calculate the total number of employees who worked less than 30 hours per week each month *(see instructions below)*

2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	Avg.
Hours														
FTE														

Hours: Total number of "hours of service" for all employees who work less than 30 hours of service per week for that month (including paid time off and paid vacations)
FTE: Divide the hours by 120 on a monthly basis
Total: Add up the monthly FTE columns
Average: Divide the total by 12
Average Number of Full-Time Equivalent Units for 2021: _____

D: Calculate the total number of full-time equivalent employees

Total number of Full-Time Equivalent Employees for 2021 *(Add up the total from B and C)*: _____

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Please have business owner, accountant, or attorney complete.

Please list below all affiliates that would qualify as one employer under subsection (b), (c), (m), or (o) of section 414 of the Internal Revenue Code. Please include a description of how the entities are affiliated (i.e., parent/child, % common ownership, etc.).

Name of Employer Group:	

Name of Business Entity	Employer Federal Tax ID	Description of affiliation	# Employees	# Eligible Employees*

**Only include employees who are eligible for your benefits program. If an entity has its own benefit program, enter zero.*

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Quote Request Form

Each year, your Account Executive will present options for any renewing line of coverage currently in place. Please use this form to let us know if there are any **additional** coverages or services **that you do not currently have in place** that you would like us to quote for your upcoming renewal. You can also use this form to indicate any Group Services or Compliance Items that you have questions on or would like additional information on. Once received, your Account Executive will contact you to identify any additional items needed to quote, or to confirm the information that you have requested.

Group Insurance

- ☐ Medical
- ☐ Prescription
- ☐ Stop Loss
- ☐ Minimum Essential Coverage (MEC) Plans
- ☐ Dental
- ☐ Vision
- ☐ Life
- ☐ AD&D
- ☐ Short Term Disability (including State Mandated Programs)
- ☐ Long Term Disability
- ☐ Voluntary Worksite Benefits (Critical Illness, Cancer, Hospital Indemnity, etc.)
- ☐ EAP Programs
- ☐ Telemedicine
- ☐ Provider Transparency Tools
- ☐ Travel Accident
- ☐ Expatriate Insurance

Group Services

- ☐ Premium Only Plan
- ☐ Health Care Flexible Spending Account
- ☐ Limited Scope Flexible Spending Account
- ☐ Dependent Care Flexible Spending Account
- ☐ Health Reimbursement Arrangement (HRA)
- ☐ Health Savings Account (HSA)
- ☐ Wellness Services
- ☐ Online Enrollment Services
- ☐ HR Services

Compliance

- ☐ COBRA Administration
- ☐ FMLA Administration
- ☐ ERISA Form 5500 Filing
- ☐ ERISA Wrap Services
- ☐ ACA Filing Services
- ☐ HIPAA Compliance Services
- ☐ Employee Notification Requirements (CHIPRA, WHCRA, etc.)
- ☐ Health Care Reform
  - Pay or Play (if applicable)
  - PCORI Fee (if applicable)
  - Summary of Benefits & Coverage (SBCs)
  - Marketplace Notice

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This list of insurance and services is not meant to be a complete list of all of your insurance needs. The information contained herein and documents are provided solely for informational purposes with the understanding that neither Brown & Brown, Inc. nor any of its affiliates is rendering legal, tax, accounting or other professional advice on specific matters. Thus, Brown & Brown, Inc. assumes no liability whatsoever in connection with the use of such information or documents. Brown & Brown, Inc. recommends that you consult your legal counsel or other professional advisor for definitive legal or professional advice. This document is a confidential & proprietary work product of Brown & Brown, Inc. and is not authorized for further use or distribution.

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Pre-Renewal Questionnaire

Please enter contact information for the main location of your company:

Legal Name: _____

Address: _____

_____

Phone: _____

Please briefly describe what your company does: _____

_____

_____

Who is authorized to sign contracts?

Name: _____

Title: _____

Email: _____

Phone: _____

Who is your HIPAA Privacy Officer?

Name: _____

Title: _____

Email: _____

Phone: _____

Who is our administrative contact?

Name: _____

Title: _____

Email: _____

Phone: _____

What is your corporate structure?

☐ Non-Profit	☐ S-Corp	☐ C-Corp	☐ LLC
☐ Sole-Proprietor	☐Partnership	☐ Multiple	☒ Other

If Other or Multiple, please explain: Local Government

_____

_____

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Please list all staff members who are authorized to access your benefit plan information in an administrative capacity. Please note that anyone who access federally protected PHI needs to be trained in HIPAA privacy and security. *Be sure to include yourself if you are an authorized group contact for the new plan year!*

Name	Title	Email	May access PHI (circle one)	May access salary info (circle one)
			Yes No	Yes No
			Yes No	Yes No
			Yes No	Yes No
			Yes No	Yes No
			Yes No	Yes No
			Yes No	Yes No

When was your company founded? *(please provide month and year)* _____

We will assume that your Benefit Plan Fiscal Year matches your medical plan renewal cycle unless you tell us differently here:

_____

Payroll Cycle: Please select the number of benefit deductions that you have during the year, and enter the class name as well if you have multiple payroll cycles *(continue on additional page if necessary)*

Class 1: _____

☐ 12 ☐ 24 ☐ 26 ☐ 48 ☐ 52 ☐ Other: _____

Class 2: _____

☐ 12 ☐ 24 ☐ 26 ☐ 48 ☐ 52 ☐ Other: _____

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Are there any benefit plans we do not help you with? No pressure: we just need to know so that we can properly assist you with items such as Wrap Documents.

- ☐ Brown & Brown handles all of our benefit plans
- ☐ We have other plans Brown & Brown does not help with. These plans are:

_____

_____

What is your definition of a spouse?

- ☒ Legal Spouse Only
- ☐ Legal Spouse or Domestic Partner

How would you like to treat spouses who have access to coverage through their employer?

- ☐ I want to allow them to join our plan, even if they have other coverage
- ☐ I want to make them ineligible for our plan
- ☐ I want to make them eligible; however, I would like them to pay a surcharge to join our plan

If you offer employer-paid disability, do you "gross up" the premium onto your employees' taxable wages, so they are paying tax on the premium? This results in a tax-free benefit in case of a claim.

- ☐ N/A – we do not offer employer-paid disability
- ☐ Yes, we are grossing up the premium, so the benefit is tax-free
- ☐ No, we pay the premium without grossing up, so the benefit is taxable to the employee
- ☐ I'm not sure – please call me to discuss

If you have more than 50 employees and are subject to "Pay or Play" under ACA, we will assume that your plan is operating under the following Lookback Periods. *If you are subject, remember that you are responsible for employer reporting. If you need assistance with a vendor/solution for this reporting, please check the corresponding box in the Quote Request Form, under Compliance Services.*

If you are doing something different, please specify below that item.

- ☐ Initial Measurement Period: 12 months, starting on the first day of the month following date of hire
  - Other: _____
- ☐ Initial Administrative Period: 1 month
  - Other: _____
- ☐ Initial Stability Period: 12 months
  - Other: _____
- ☐ Standard Measurement Period: 12 months, beginning 1 month before your renewal date (example: If you renew on January 1, your Standard Measurement Period is December 1 through November 30)
  - Other: _____
- ☐ Standard Administrative Period: 1 month before your renewal date (example: December for a January 1 renewal)
  - Other: _____
- ☐ Standard Stability Period: The 12-month period coinciding with your medical renewal cycle (example: January 1 to December 31 for a January 1 renewal

Other: _____

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We are collecting information about our clients' attorneys, payroll vendors/software and accountants for two reasons. First, some clients have asked us for referrals, and we are interested in who is doing a good job for you. Second, sometimes it may be necessary to interact with your other vendors (always with your permission first). If you are comfortable sharing this information, please supply here:

Attorney: _____

Payroll Vendor: _____

Accountant: _____

Completed by: _____

Print Name

Date: _____

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Tab 8

Attachments

Benefit Guide



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EMPLOYEE BENEFIT GUIDE

April 1, 2023 through March 31, 2024

This Benefit Guide provides a brief description of plan benefits. For more information on plan benefits, exclusions, and limitations, please refer to the Plan documents or contact the carrier/administrator directly. If any conflict arises between this Guide and any plan provisions, the terms of the actual plan document or other applicable documents will govern in all cases. Benefits are subject to modification at any time.

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WELCOME

The City of Bonita Springs is committed to providing our employees with a comprehensive benefits program to help you stay healthy and feel secure. This booklet will provide a brief description of those benefits which include medical, dental, vision, life/AD&D, voluntary life/AD&D, disability insurance. The City also offers employees a $200 allowance that can be used as the employee chooses for vision, voluntary life/AD&D, short-term disability, long-term disability, or dependent coverage. For a detailed description of these benefits please refer to the applicable Certificates of Coverage.

ANNUAL OPEN ENROLLMENT

During the annual open enrollment period, you may make changes to your benefit plan elections and/or the family members you cover. Changes can only be made outside of the annual enrollment period if you experience a qualified life event. Now is the time to carefully review your plan options. Open Enrollment for our benefit plans will be conducted until the end of March. Elections you make during open enrollment will become effective April 1, 2023.

WHAT'S NEW FOR 2023-2024



Medical insurance is renewing with United Healthcare

- New plan will be a traditional PPO with copays for several common services
- Network will remain Choice Plus Network
- The City will fund $1,950 into a Health Reimbursement Account (HRA) for employees enrolled in medical
- The City will pay 100% of the premium for employee only coverage and 75% for all dependent coverage

Dental, Vision, Life and Disability are renewing with The Standard

- No change in rates

WHO WE COVER

Employees are eligible to participate in the City of Bonita Springs employee benefits program:

- if they work 30 or more hours a week. Coverage will be effective 1st of the month following 30 days of employment.

Dependent Eligibility

A dependent is defined as the participant's legal spouse and dependent child(ren) of the participant. Dependent children may be covered as follows:

- Medical
  - ❑ To end of the calendar year following their 26th birthday with no eligibility requirements
  - ❑ From their 26th birthday to the end of the calendar year of their 30th birthday if they are unmarried and do not have a dependent of his or her own, is a resident of Florida or a student, not enrolled in any other health plan, and not entitled to benefits under Title XVIII of the Social Security Act unless the child is a handicapped or dependent child
- Dental & Vision
  - ❑ Through the end of the month following their 26th birthday
- Voluntary Life
  - ❑ Unmarried dependent children from birth through age 20, or to age 24 if full time student

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QUALIFIED LIFE EVENTS

Premiums for medical, dental, and vision insurance are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code (IRC) and are pre-tax to the extent permitted. Under Section 125, changes to your pre-tax benefits can be made ONLY during the Open Enrollment period unless you or your qualified dependents experience a qualifying event and the request to make a change is made within 30 days of the qualifying event. An "eligible" qualifying event is determined by the Internal Revenue Service (IRS) Code, Section 125.

• Marriage	• Divorce or legal separation (subject to State regulations)
• Death of spouse, child or other qualified dependent	• Birth, gain legal custody or adoption of child
• Gain or loss of other group coverage (including Medicare coverage)	• Change in employment status for employee, spouse or dependent
• Change in residence due to an employment transfer	• Change of dependent status
• An increase or decrease in your work hours causes eligibility or ineligibility	• Losing eligibility for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60-day notification period).

IMPORTANT

If you experience a qualifying event, **you must contact Human Resources within 30 days of the qualifying event** to make the appropriate changes to your coverage. Beyond 30 days, requests will be denied and the employee may be responsible both legally and financially for any claim and/or expense incurred as a result of the employee or a dependent who continues to be enrolled but no longer meets eligibility requirements. If approved, changes will take place on the date of the qualifying event. Any cancellations will be processed on the date that coverage ends. You will be required to furnish valid documentation supporting a change in status or "Qualifying Event." Occurrence of a Qualifying Event during the plan year does not allow for change of Plan type.

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MEDICAL INSURANCE TERMS

Coinsurance
Coinsurance is the percentage of the medical services you are responsible to pay after the deductible has been met. Once you have met your deductible for the plan year, you pay the coinsurance amount up to the out-of-pocket maximum.

Copay
A fee you pay every time you get medical care or a prescription. Copays can vary based on where you get care.

Deductible
A deductible is the amount of money you must pay before the plan begins paying benefits for specified services. Deductibles do not apply to all services- see summary plan description for application.

Embedded Deductible
Plan begins paying benefits that require cost sharing for the first family member who meets the per-person deductible. Once one or more of the remaining family members meet the family deductible the plan pays benefits for all covered family members.

Explanation of Healthcare Benefits (EOB)
A letter you receive after getting care that shows costs, the amount the health plan is expected to pay and the amount you are expected to pay. You do not pay anything when you receive an EOB.

Non-Embedded Deductible
When the family deductible is met the plan beings sharing costs for each member. The deductible can be met by one or combination of family members.

Out-of-Pocket Maximum
The out-of-pocket maximum is the maximum amount you will pay, inclusive of copayments/coinsurance and deductibles for covered services, in a plan year. Once you have reached the out-of-pocket maximum during a policy year the plan pays any remaining eligible services at 100%.

Premium
Your regular payment to your health plan. Generally, a higher premium means lower monthly out-of-pocket costs, and a lower premium means higher out-of-pocket costs. Your premium does not count towards your deductible or out-of-pocket maximum.



Plan Milestones and Stages

1. When your plan begins, you're in the first stage. You pay for all your covered medical costs with your HRA. Once the HRA has been exhausted, you pay the remaining amount of your deductible until it has been met.
2. After hitting your deductible, you enter the next stage. You now pay only a percentage of your medical costs, and the health plan pays the rest. This is the **coinsurance** stage of your plan.
3. The coinsurance stage lasts until you reach the **out-of-pocket** maximum. At that point, the plan starts paying for all covered medical costs for the rest of the plan year.

SPECIMEN

MEDICAL INSURANCE TERMS

In-Network
In-network refers to providers or health care facilities that are part of a health plan's network of providers with which it has negotiated a discount. Insured individuals usually pay less when using an in-network provider because those networks provide services at lower cost to the insurance companies with which they have contracts. Example: You go to a doctor and the total charge is $250. You get a discount of $75 because you went to an in-network doctor and our negotiated rate with them is lower. United Healthcare pays $155. You pay what's left, which is $20.

Out-of-Network
Out-of-network refers to physicians, hospitals or other health care providers who are considered nonparticipants in an insurance plan or network. Depending on an individual's health insurance plan, expenses incurred by services provided by out-of-plan health professionals may not be covered or covered only in part by individual's insurance company. Example: You go to a doctor and the total charge is $250. You won't get a discount because the doctor is out of network. United Healthcare still pays $155, but you'll be responsible for what's left, which is $95.

PPO/Copay Plan vs. High Deductible/HSA Plan
A copay plan offers convenient copays for office visits and prescriptions for ease and low costs for your everyday care needs. The High Deductible Health Plan has higher deductible limits which apply to all non-preventative serves and no copays but offers an HSA to save for current and future out-of-pocket healthcare expenses. Remember, your annual wellness visit is covered at 100%, regardless of plan choice, so don't forget to have your annual wellness visit.

SPECIMEN

UNITED HEALTHCARE MEDICAL INSURANCE

Network: Choice Plus

Website: www.myuhc.com

Medical Plan Highlights	BWNU Traditional Rx 124Y	
	PPO Network	**Non-Network**
Annual Deductible	$2,000 Single | $4,000 Family	$4,500 Single | $9,000 Family
Coinsurance	30%	40%
Annual Out of Pocket Maximum (Includes Deductible & Copays)	$6,000 Single | $12,000 Family	$6,250 Single | $12,500 Family
Preventive Care	$0	Deductible + Coinsurance
Virtual Visit	$0	Deductible + Coinsurance
Office Visit (PCP/Specialist)	$30/$60	Deductible + Coinsurance
Outpatient Surgery	Deductible + Coinsurance	Deductible + Coinsurance
Inpatient Hospitalization	Deductible + Coinsurance	Deductible + Coinsurance
Emergency Room (Facility Only)	$350	$350
Urgent Care	$75	Deductible + Coinsurance
Lab **X-Ray** **Advanced Imaging**	DDP: $0/Network: 50% Coinsurance $0 DDP: $200/Network $750	Deductible + Coinsurance
Prescription Drugs Tier 1 Tier 2 Tier 3 Specialty	 $10 $35 $70 $10/$150/$500	 $10 $35 $70 N/A
Mail Order Prescription Tier 1 Tier 2 Tier 3 Specialty	 $25 $87.50 $175 N/A	N/A

	Total Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Period
Employee Only	$853.66	$853.66	$0	$0
Employee + Spouse	$1,826.82	$1,370.12	$456.70	$210.78
Employee + Child(ren)	$1,741.47	$1,306.10	$435.37	$200.94
Family	$2,.612.19	$1,959.14	$653.05	$301.41

For limitations & exclusions, please refer to certificate of coverage or benefit summary.

SPECIMEN

WHERE TO GO WHEN SEEKING MEDICAL ATTENTION

Do not pay more than you must for medical care. The emergency room is meant for emergencies such as life threating illnesses and injuries. Walk-in-clinics are designed to treat common ailments, provide basic primary health care, and are typically staffed by nurse practitioners and sometimes a physician's assistant. Urgent care facilities are designed to treat patients who are suffering from acute, non-life-threatening illnesses and injuries that are beyond the capacities of a regular walk-in-clinic and are typically open for extended hours. To maximize savings, use in-network facilities.

Reasons to see your Primary Care Physician:

Chronic Conditions such as:

- Hypertension/High Blood Pressure
- Diabetes/High Blood Sugar
- High cholesterol
- Heart disease
- Arthritis
- Depression

Acute Conditions such as:

- Headache and/or fever
- Urinary tract infection
- Minor injuries
- Back, neck, shoulder, knee and/or hip pain

Benefits of visiting your PCP:

- Low copay
- Medical history is available
- Established relationship with your doctor and clinical staff

Reasons to use a Virtual Visit:

- Cough, cold or flu
- Minor strains & sprains
- Bronchitis & sinus infection
- Skin & eye issues
- Upset stomach
- Urinary tract/bladder infections
- Rashes
- Pink eye
- Pediatric issues
- Psychological issues
- Visit with a licensed therapist

Benefits of virtual visits:

- 24/7 access to care
- Low copay
- Board certified physicians
- Nationwide network
- Available on smartphone or tablet
- Use when PCP, Urgent care or Extended Hour Care Center are unavailable to you

Reasons to visit an Urgent Care:

- Acute minor trauma
- Cough, cold or flu
- Upper respiratory infections
- Strains, sprains & fractures
- Minor allergic reactions and asthma attacks
- Immunizations
- Back, neck, shoulder, knee and/or hip pain
- Minor lacerations, burns and other small wounds
- Urinary tract/ bladder infections

Benefits of urgent care visits:

- Low copay
- Shorter wait time
- Same-day appointments
- Significant savings over ER

Reasons to visit the Emergency Room:

- Any life-threatening emergency
- Any severe illness or injury
- Unresponsiveness
- Chest pain
- Weakness on one side
- Inability to speak
- Spine or head injury
- Change in mental status
- Difficulty breathing
- Uncontrolled bleeding
- Poisoning
- Severe abdominal pain



SPECIMEN

UNITED HEALTHCARE DENTAL INSURANCE

Network: Options PPO30

Website: www.myuhc.com



Benefits	Dental	
	PPO Network	Non Network[1]
Annual Deductible	$50 Single | $150 Family	$50 Single | $150 Family
Annual Plan Maximum	$1,500	$1,500
Orthodontia Lifetime Maximum	$1,500	$1,500
Diagnostics & Preventive Services		
Exams, Cleanings, X-Rays	100% (no deductible)	100% (no deductible)
Basic Services		
Fillings, Extractions, Root Canals	90% after deductible	90% after deductible
Major Services		
Crowns, Bridges, Dentures	60% after deductible	60% after deductible
Orthodontic Services		
Orthodontia Treatment - Child to Age 19	50% (no deductible)	50% (no deductible)

1 If you use a non-network provider, you are responsible for paying the difference in cost between the non-network provider's charges and the allowed amount.

	Total Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Period
Employee Only	$39.87	$39.87	$0	$0
Employee + Spouse	$79.74	$39.87	$39.87	$18.40
Employee + Child(ren)	$98.99	$39.87	$59.12	$27.29
Family	$146.74	$39.87	106.87	$49.32

For dental frequencies, please refer to certificate of coverage or benefit summary.

SPECIMEN

EYEMED VISION INSURANCE

Network: EyeMed Select

Website: eyemedvisioncare.com



Benefits	Vision	
	PPO Network	Non-Network Reimbursements
Eye Exams	$10	Up to $30
Eyeglass Lenses and Frames		
Single Standard Lenses	$25	Up to $25
Bifocal Standard Lenses	$25	Up to $40
Trifocal Standard Lenses	$25	Up to $60
Lenticular Standard Lenses	$25	Up to $60
Frames	$100 allowance (20% off balance)	Up to $50
Contact Lenses		
Standard Fit and Follow Up	Up to $40 Standard | 10% off retail Premium	N/A
Elective Lenses	$115 allowance (15% off balance)	Up to $92
Medically Necessary Lenses	Paid in full	Up to $200
Frequency		
Eye Exam	Once every 12 months	
Lenses—Eyeglass or Contact*	Once every 12 months	
Frames	Once every 12 months	

*Contacts and eyeglasses cannot be purchased in the same year

	Total Monthly Rate	Employer Contribution	Employee Contribution	Per Pay Period
Employee Only	$4.40	$0	$4.40	$2.03
Employee + Spouse	$8.35	$0	$8.35	$3.85
Employee + Child(ren)	$8.79	$0	$8.79	$4.06
Family	$12.93	$0	$12.93	$5.97

For limitations & exclusions, please refer to certificate of coverage or benefit summary.

SPECIMEN

THE STANDARD BASIC LIFE/AD&D & VOLUNTARY LIFE/AD&D INSURANCE

Life insurance protects your family or other beneficiaries in the event of your death. The death benefit helps replace the income you would have provided and can help meet important financial needs. It can help pay your mortgage, rent, run your household, send your children to college, pay off debts, etc. **The City of Bonita Springs provides eligible, full-time employees with the benefit amount of 1x salary of life and AD&D, at no cost to the employee**. Employees can also enroll in voluntary life and AD&D insurance at a group rate for themselves, spouses, and children up to the age of 20 or 24 if full time student.

Summary: Voluntary Life insurance

Guarantee Issue	$50,000
Maximum Benefit Amount	$200,000
Increments of	$25,000

Spouse Coverage

Spouse Guarantee Issue	$25,000
Maximum Benefit Amount	$100,000
Increments of	$5,000

Not to exceed 100% of employee amount

Child(ren) Coverage

Birth to 20 years	$5,000 or $10,000
24 years if full-time student	$5,000 or $10,000

How to calculate your voluntary life/AD&D costs per paycheck:

1. Indicate your elected benefit amount (EBA)
2. Divide EBA by $1,000
3. Enter age rate from cost table
4. Multiply Step 2 by Step 3
5. Multiply Step 4 by 12 then divide by number of pay-cycles (24 or 26) to calculate your cost per paycheck

Employee Age	Employee Rate/$1,000	Spouse Rate/$1,000
Under 25	$0.080	$0.080
25 – 29	$0.100	$0.100
30 – 34	$0.096	$0.096
35 – 39	$0.139	$0.139
40 – 44	$0.226	$0.226
45 – 49	$0.257	$0.257
50 – 54	$0.399	$0.399
55 – 59	$0.772	$0.772
60 – 64	$0.988	$0.988
65 – 69	$1.062	$1.062
70 – 74	$1.062	$1.062
75+	$1.062	$1.062
AD&D	$0.020	$0.020
Child Life + AD&D/$1,000	$0.200	

Important Reminders

Group Life and AD&D Insurance benefits reduce to 65% at age 65, 45% at age 70, and 25% at age 75.

Voluntary Life and AD&D Insurance benefits reduce to 65% at age 65, 40% at age 70, and 25% at age 75.

You must be actively at work on the effective date, or your coverage will be delayed until you return to active employment.

New hires can enroll up to the Guarantee Issue amount without submitting Evidence of Insurability (EOI), if they enroll within 31 days of their initial eligibility date. If you choose not to participate at the time you are initially eligible, and elect to enroll later, you will be required to submit EOI for all amounts of coverage.

EOI is required for employees who want to increase coverage at Open Enrollment, elect over the Guarantee Issue, and for new hires electing over the Guarantee Issue.

For Limitations & Exclusions, please refer to the certificate of coverage or benefit summary.

SPECIMEN

THE STANDARD VOLUNTARY SHORT-TERM DISABILITY

If you become unable to perform your regular job duties for an extended time due to sickness or accidental injury, you can be covered by the short-term disability (STD) policy.

Your income replacement benefit would equal **60%** of your basic weekly earnings. The maximum weekly benefit you can receive is **$1,500**. Benefits begin after you have been unable to work for **7 days** due to a covered sickness or accident and will continue to be paid for up to 90 days. Your STD benefit will be reduced by any disability income you receive for other sources, such as Social Security, worker's compensation, and/or state disability plans, to provide you with a combined monthly benefit equal to 60% of your basic weekly earnings.

The Estimated Rate Calculation below will be based on your weekly gross income and your age. The final premium calculations will be done by The Standard.

Short-Term Disability Calculation – Cost Per Paycheck	
A. Enter your annual salary	
B. Divide your annual salary by 52	
C. Enter the weekly benefit percentage	60%
D. Multiply "B" times "C"	
E. Enter the maximum weekly benefit	$1,500
F. Enter the lesser of "D" or "E". This is your benefit amount	
G. Multiply "F" times your monthly rate per $10 of benefit	
H. Divide "G" by $10	
I. Multiply "H" by 12	
J. Enter the annual pay cycle	26
K. Divide "I" by "J". This is your premium (cost per paycheck)	

Short-Term Disability Calculation – Example 43-year-old, $60,000 annual salary	
A. Enter your annual salary	$60,000
B. Divide your annual salary by 52	$1,153.85
C. Enter the weekly benefit percentage	60%
D. Multiply "B" times "C"	$692.31
E. Enter the maximum weekly benefit	$1,500
F. Enter the lesser of "D" or "E". This is your benefit amount	$692.31
G. Multiply "F" times your monthly rate per $10 of benefit	$303.92
H. Divide "G" by $10	$30.39
I. Multiply "H" by 12	$364.68
J. Enter the annual pay cycle	26
K. Divide "I" by "J". This is your premium (cost per paycheck)	$14.03

Employee Age	Rate/$10
Under 25	$0.439
25 – 29	$0.631
30 – 34	$0.631
35 – 39	$0.535
40 – 44	$0.439
45 – 49	$0.439
50 – 54	$0.535
55 – 59	$0.578
60 – 64	$0.663
65 – 69	$0.663
70 – 74	$0.342
75+	$0.342

SPECIMEN

For Limitations & Exclusions, please refer to the certificate of coverage or benefit summary.

THE STANDARD VOLUNTARY LONG-TERM DISABILITY

If you become unable to perform your regular job duties for an extended time due to sickness or accidental injury, you can be covered by the long-term disability (LTD) policy.

Your income replacement benefit would equal 60% of your basic monthly earnings. The maximum monthly benefit you can receive is $6,000. Benefits begin after you have been unable to work for 90 days due to a covered sickness or accident and will continue to be paid for up to two years if you are disabled in your own occupation. If you are disabled in any occupation, benefits will be paid for up to SSNRA. Your LTD benefit will be reduced by any disability income you receive for other sources, such as Social Security, worker's compensation, and/or state disability plans, to provide you with a combined monthly benefit equal to 60% of your basic monthly earnings.

The LTD plan contains a pre-existing condition exclusion. The exclusion applies only to conditions for which medical advice, diagnosis, care or treatment was recommended or received or for which a reasonably prudent person would have sought care within the 3-month period prior to the effective date of coverage and the disability begins within 12 months of the effective date of coverage.

Long-Term Disability Calculation – Cost Per Paycheck	
Annual salary divided by 12 = monthly salary	$
Enter lesser of monthly salary or max monthly salary	$
Monthly salary times rate (see age banded table) divided by 100 = monthly premium	$
(Monthly premium times 12) divided by 26 for bi-weekly or 24 for semi-monthly cost = cost per pay period	$

Long-Term Disability Calculation – Example 43-year-old, $60,000 annual salary	
Annual salary divided by 12 = monthly salary **($60,000/12)**	**$5,000**
Enter lesser of monthly salary or max monthly salary	**$5,000**
Monthly salary times rate (see age banded table) divided by 100 = monthly premium **($5,000 x $0.627)/100**	**$31.35**
(Monthly premium times 12) divided by 26 for bi-weekly or 24 for semi-monthly cost = cost per pay period	**$14.47**

Employee Age	Rate/$100
Under 24	$0.248
25 – 29	$0.248
30 – 34	$0.330
35 – 39	$0.462
40 – 44	$0.627
45 – 49	$0.660
50 – 54	$1.254
55 – 59	$1.254
60 – 64	$1.634
65 – 69	$1.634
70 – 74	$0.743
75+	$0.743

Employee Assistance Program

The Employee Assistance Program (EAP) is arranged through The Standard as part of the LTD benefit. The EAP offers confidential support to help you meet life's challenges. A simple phone call connects you with a team of experienced professionals ready to assist you with a wide range of personal, family, and work issues. The EAP is available 24 hours a day, 7 days a week, includes 3 face-to-face counseling visits, an unlimited number of phone consultations, assistance with financial and legal matters, and referrals to community resources.

For Limitations & Exclusions, please refer to the certificate of coverage or benefit summary.
The Estimated Rate Calculation above will be based on your monthly gross income and your age. The final premium calculations will be done by The Standard.

SPECIMEN

WHO TO CALL

Benefit	Carrier	Phone #	Website
Broker	Brown & Brown	386-239-4067	www.Bbrown.com
Medical	United Healthcare	1-866-633-2446	www.myuhc.com
Dental	United Healthcare	1-866-633-2446	www.myuhc.com
Vision	EyeMed	1-866-299-1358	www.eyemed.com
Life/AD&D	The Standard	800-628-8600	www.standard.com
Short Term Disability	The Standard	800-368-2859	www.standard.com
Long Term Disability	The Standard	800-368-1135	www.standard.com

SPECIMEN

IMPORTANT NOTICES

Newborns' and Mothers' Health Protection Act

Group health plans and health insurance issuers generally may not, under federal law restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean-section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother of her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under federal law, require that a provider obtain authorization from the plan or issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours if applicable).

Genetic Information Nondiscrimination Act (GINA)

The Genetic Information Nondiscrimination Act of 2008 protects employees against discrimination based on their genetic information. Unless otherwise permitted, your employer may not request or require any genetic information from you or your family members.

GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law.

To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic Information" as defined by GINA, includes an individual's family medical history, the results of genetic tests, the fact that a member sought or received genetic services, and genetic information of a fetus carried by a member or an embryo lawfully held by a member receive assistive reproductive services.

Mental Health Parity and Addiction Equity Act (MHPAEA)

The Mental Health Parity and Addiction Act of 2008 general requires group health plans and health insurance issuers to ensure that financial requirements (such as co-pays and deductibles) and treatment limitations (such as annual visit limits) applicable to mental health or substance use disorder benefits are no more restrictive than the predominant requirements or limitations applied to substantially all medical/surgical benefits. For more Information regarding the criteria for medical necessity determinations made under your employer's plan with respect to mental health or substance use disorder benefits, please contact your plan administrator at 1-866-633-2446.

Michelle's Law

When a dependent child loses student status for purposes of the group health plan coverage as a result of a medically necessary leave of absence from a post-secondary educational institution, the group health plan will continue to provide coverage during the leave of absence for up to one year, or until coverage would otherwise terminate under the group health plan, whichever is earlier.

For additional information, contact your plan administrator at 1-866-633-2446.

Women's Health and Cancer Rights Act

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). The Women's Health and Cancer Rights Act requires group health plans and their insurance companies and HMOs to provide certain benefits for mastectomy patients who elect breast reconstruction. For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

Breast reconstruction benefits are subject to deductibles and co-insurance limitations that are consistent with those establishes for other benefits under the plan. If you would like more information on WHCRA benefits, contact HR at 239-949-6296.

SPECIMEN

Your Information.
Your Rights.
Our Responsibilities.

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. **Please review it carefully.**

Your Rights

You have the right to:

- Get a copy of your health and claims records
- Correct your health and claims records
- Request confidential communication
- Ask us to limit the information we share
- Get a list of those with whom we've shared your information
- Get a copy of this privacy notice
- Choose someone to act for you
- File a complaint if you believe your privacy rights have been violated

See page 17 for more information on these rights and how to exercise them

Your Choices

You have some choices in the way that we use and share information as we:

- Answer coverage questions from your family and friends
- Provide disaster relief
- Market our services and sell your information

See page 18 for more information on these rights and how to exercise them

Our Uses and Disclosures

We may use and share your information as we:

- Help manage the health care treatment you receive
- Run our organization
- Pay for your health services
- Administer your health plan
- Help with public health and safety issues
- Do research
- Comply with the law
- Respond to organ and tissue donation requests and work with a medical examiner or funeral director
- Address workers' compensation, law enforcement, and other government requests
- Respond to lawsuits and legal actions

See page 18 for more information on these rights and how to exercise them

SPECIMEN

Your Rights

When it comes to your health information, you have certain rights.
This section explains your rights and some of our responsibilities to help you.

Get a copy of your health and claims records	• You can ask to see or get a copy of your health and claims records and other health information we have about you. Ask us how to do this. • We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.
Ask us to correct health and claims records	• You can ask us to correct your health and claims records if you think they are incorrect or incomplete. Ask us how to do this. We may say "no" to your request, but we'll tell you why in writing within 60 days.
Request confidential communications	• You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. • We will consider all reasonable requests, and must say "yes" if you tell us you would be in danger if we do not.
Ask us to limit what we use or share	• You can ask us **not** to use or share certain health information for treatment, payment, or our operations. • We are not required to agree to your request, and we may say "no" if it would affect your care.
Get a list of those with whom we've shared information	• You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why. • We will include all the disclosures except for those about treatment, payment and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.
Get a copy of this privacy notice	• You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.
Choose someone to act for you	• If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. • We will make sure the person has this authority and can act for you before we take any action.
File a complaint if you feel your rights are violated	• You can complain if you feel we have violated your rights by contacting us using the information on page 1. • You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting **www.hhs.gov/ocr/ privacy/hipaa/complaints/.** • We will not retaliate against you for filing a complaint.

SPECIMEN

Your Choices

For certain health information, you can tell us your choices about what we share.

If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to tell us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

In these cases, we *never* share your information unless you give us written permission:

- Marketing purposes
- Sale of your information

Our Uses and Disclosures

How do we typically use or share your health information?

We typically use or share your health information in the following ways.

Help manage the health care treatment you receive	• We can use your health information and share it with professionals who are treating you.	*Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.*
Run our organization	• We can use and disclose your information to run our organization and contact you when necessary. • **We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.** This does not apply to long term care plans.	*Example: We use health information about you to develop better services for you.*
Pay for your health services	• We can use and disclose your health information as we pay for your health services.	*Example: We share information about you with your dental plan to coordinate payment for your dental work.*
Administer your plan	• We may disclose your health information to your health plan sponsor for plan administration.	*Example: Your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.*

SPECIMEN

How else can we use or share your health information?

We are allowed or required to share your information in other ways – usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

For more information see: **www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.**

Help with public health and safety issues	We can share health information about you for certain situations such as: • Preventing disease • Helping with product recalls • Reporting adverse reactions to medications • Reporting suspected abuse, neglect, or domestic violence • Preventing or reducing a serious threat to anyone's health or safety
Do research	• We can use or share your information for health research.
Comply with the law	• We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.
Respond to organ and tissue donation requests and work with a medical examiner or funeral director	• We can share health information about you with organ procurement organizations. • We can share health information with a coroner, medical examiner, or funeral director when an individual dies.
Address workers' compensation, law enforcement, and other government requests	• We can use or share health information about you: • For workers' compensation claims • For law enforcement purposes or with a law enforcement official • With health oversight agencies for activities authorized by law • For special government functions such as military, national security, and presidential protective services
Respond to lawsuits and legal actions	• We can share health information about you in response to a court or administrative order, or in response to a subpoena

Our Responsibilities

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see: **www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html.**

Changes to the Terms of this Notice

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

Effective Date: April 1, 2023

SPECIMEN

IMPORTANT NOTICES

Important Notice from City of Bonita Springs about Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with City of Bonita Springs and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare
prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice. There are two important things you need to know about yourcurrentcoverageand Medicare's prescription drug coverage:

- Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
- City of Bonita Springs has determined that the prescription drug coverage offered by City of Bonita Springs is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay ahigher premium (apenalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join AMedicare Drug Plan?

If you decide to join a Medicare drug plan, your current City of Bonita Springs coverage will be affected. If you enroll in a Medicare prescription drug plan, you and your eligible dependents will not be eligible to receive all of your current health and prescription drug benefits. United Healthcare administers the group health coverage available to City of Bonita Springs employees, retirees and dependents. The included prescription drug benefit provides:

	Network	Non-Network	Mail Order
Tier 1	$10	$10	$25
Tier 2	$35	$35	$87.50
Tier 3	$70	$70	$175

If you do decide to join a Medicare drug plan and drop your current City of Bonita Springs coverage, be aware that you and your dependents will not be able to get this coverage back. **When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?** You should also know that if you drop or lose your current coverage with City of Bonita Springs and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage...

Contact the person listed below for further information. **NOTE:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through City of Bonita Springs changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- ☐ Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778). **Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).**

Date: 02/17/2023
Name of Entity/Sender: City of Bonita Springs
Contact--Position/Office: Lisa Roberson
Address: 9101 Bonita Beach Rd, Bonita Springs, FL 34135
Phone Number: 239-949-6269

SPECIMEN

IMPORTANT NOTICES

New Health Insurance Marketplace Coverage Options & Your Health Coverage

PART A: General Information
When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

What is the Health Insurance Marketplace?
The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to
find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?
You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?
Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a
reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.[1]

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution -as well as your employee contribution to employer-offered coverage- is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?
For more information about your coverage offered by your employer, please check your summary plan description or contact your Human Resources Department. The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

PART B: Information About Health Coverage Offered by Your Employer
This section contains information about any health coverage offered by your employer. If you decide to complete an application for coverage in the Marketplace, you will be asked to provide this information. This information is numbered to correspond to the Marketplace application.

1. Employer Name **City of Bonita Springs**	**4. Employer Identification Number (EIN)** **29-6349914**	
5. Employer Address **9101 Bonita Beach Rd**	**6. Employer Phone Number** **239-949-6269**	
7. City **Bonita Springs**	**8. State** **Florida**	**9. ZIP Code** **34135**
10. Who can we contact about employee health coverage at this job? **Lisa Roberson**		
11. Phone Number **239-949-6262**	**12. Email Address** **Lisa.roberson@cityofbonitasprings.org**	

[1]An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs

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IMPORTANT NOTICES

New Health Insurance Marketplace Coverage Options & Your Health Coverage

Here is some basic information about health coverage offered by this employer:

As your employer, we offer a health plan to:

☐ All employees.

☒ Some employees. Eligible employees are working 30 or more hours per week.

With respect to dependents:

☒We do offer coverage. Eligible dependents are a spouse of the employee, a natural child, a stepchild, a legally adopted child, a child for whom legal guardian ship has been awarded to the employee or spouse, the newborn child of an enrolled dependent until the newborn reaches 18 months of age.

☐We do not offer coverage.

☒ If checked, this coverage meets the minimum value standard, and the cost of this coverage to you is intended to be affordable, based on employee wages.

** Even if your employer intends your coverage to be affordable, you may still be eligible for a premium discount through the Marketplace. The Marketplace will use your household income, along with other factors, to determine whether you may be eligible for a premium discount. If, for example, your wages vary from week to week (perhaps you are an hourly employee or you work on a commission basis), if you are newly employed mid-year, or if you have other income losses, you may still qualify for a premium discount.

If you decide to shop for coverage in the Marketplace, **HealthCare.gov** will guide you through the process. Here's the employer information you'll enter when you visit **HealthCare.gov** to find out if you can get a tax credit to lower your monthly premiums. The information below corresponds to the Marketplace Employer Coverage Tool. Completing this section is optional for employers but will help ensure employees understand their coverage choices.

13.Is the employee currently eligible for coverage offered by this employer, or will the employee be eligible in the next 3 months?

☒**Yes** (Continue)

13a. If the employee is not eligible today, including as a result of a waiting or probationary period, when is the employee eligible for coverage?____(mm/dd/yyyy)

☐ **No** (STOP and return this form to employee)

14.Does the employer offer a health plan that meets the minimum value standard*?

☒**Yes** (Go to question 15)☐**No** (Stop and return this form to employee)

15.For the lowest-cost plan that meets the minimum value standard* offered only to the employee (don't include family plans): If the employer has wellness programs, provide the premium that the employee would pay if he/she received the maximum discount for any tobacco cessation programs, and didn't receive any other discounts based on wellness programs.

How much would the employee have to pay in premiums for this plan per month? $0.00

If the plan year will end soon and you know that the health plans offered will change, go to question 16. If you don't know, STOP and return form to employee.

16.What change will the employer make for the new plan year?

☐Employer won't offer health coverage

☐Employer will start offering health coverage to employees or change the premium for the lowest-cost plan available only to the employee that meets the minimum value standard.* (Premium should reflect the discount for wellness programs. See question 15.)

A.How much will the employee have to pay in premiums per month for that plan? $_____

Date of Change: _____

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IMPORTANT NOTICES

Premium Assistance Under Medicaid and the Children's Health Insurance Program CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit **www.healthcare.gov**.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or **www.insurekidsnow.gov** to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at **www.askebsa.dol.gov** or call **1-866-444-EBSA (3272)**.

If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2022. Contact your State for more information on eligibility –

ALABAMA – Medicaid
Website: http://myalhipp.com/ Phone: 1-855-692-5447
FLORIDA – Medicaid
Website: https://www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html Phone: 1-877-357-3268
GEORGIA – Medicaid
GA HIPP Website: https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp Phone: 678-564-1162, Press 1 GA CHIPRA Website: https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization- act-2009-chipra Phone: (678) 564-1162, Press 2

To see if any other states have added a premium assistance program since July 31, 2022, or for more information on special enrollment rights, contact either:

U.S. Department of Labor

Employee Benefits Security Administration

www.dol.gov/agencies/ebsa

1-866-444-EBSA (3272)

U.S. Department of Health and Human

Services Centers for Medicare & Medicaid

Services **www.cms.hhs.gov**

1-877-267-2323, Menu Option 4, Ext. 61565

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The City of Fernandina Beach

Gallagher Response to Request for Proposal

Joshua Jolley | Area Vice President

Gallagher Benefit Services, Inc.
501 Riverside Avenue
Jacksonville, FL 32202

March 21, 2023



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Gallagher

Insurance | Risk Management | Consulting

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Cover Letter and Forms

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.**

Reasoning on why Gallagher: Please see attached Cover Letter.

Gallagher Point of Contact

Joshua Jolley
Area Vice President
Phone: 904.421.7765
Email: joshua_jolley@ajg.com
Address: 501 Riverside Avenue, Jacksonville, FL 32202

2. **City Exhibits A-I. Include any applicable licenses/certifications.**

Please see attached.

March 21, 2023

City of Fernandina Beach
City Clerk's Office – RFP #23-03
204 Ash Street
Fernandina Beach, FL 32034

To whom it may concern,

Gallagher is thankful for the opportunity to respond to this RFP for Employee Benefits Brokerage and Consulting Services. Our North Florida team has the expertise and experience needed to advise the City of Fernandina Beach on providing a cost-effective and competitive benefits program. In addition to a deep understanding of the local employer market conditions and healthcare delivery systems, we are particularly strong in the public entity segment. Our public entity client relationships in North Florida currently include:

- City of Jacksonville
- City of Atlantic Beach
- Citizens Property Insurance Corporation
- Jacksonville Electric Authority
- Jacksonville Transportation Authority
- St. Johns River Management District

On a national scale, Gallagher represents more than 3,000 public entity and scholastic clients. Our locally-based team will leverage Gallagher's shared resources model to bring innovative and road-tested solutions that help the City manage cost while improving the employee experience. A few notable characteristics of our firm include:

- In-house compliance and actuarial consulting services. We do not outsource any of these positions to subcontractors.
- We value organizational culture, vision and mission. We have been recognized as one of the World's Most Ethical Companies ten years in a row by Ethisphere Institute™ - the only consulting/brokerage firm to receive this designation.
- Gallagher has over a 90-year history of servicing our clients' interest

Over the last 10 years working with the City, Gallagher is proud of the results our partnership has accomplished. Some recent highlights include:

- Negotiated average annual medical premium rate increase of less than 1% over the past 5 years
- Earned the First Coast Worksite Wellness Council's Healthiest Companies Award every year since 2013 Platinum Level since 2021.
- $192,000 in premium refunded to City in 2022 for plan year 2021, as a result of participating contract negotiated with United Healthcare.
- $16,000 in annual savings and assisted in the negotiations for Life insurance plan with a 3-year rate guarantee.

The City of Fernandina Beach is an important client to Gallagher and receives support from our most experienced local team members. We are excited for the opportunity to extend our partnership and look forward to your evaluation and feedback.

Joshua A. Jolley, CEBS
Area Vice President, Health & Welfare Consulting

Jacqueline Bartoy
Client Executive, Health & Welfare Consulting

EXHIBIT "A"

CONTACT SHEET

Name: Gallagher Benefit Services, Inc.

Federal Taxpayer ID: 36-4291971

Mailing Address: 501 Riverside Avenue, Suite 1000

City, State, & Zip Code: Jacksonville, FL 32202

Telephone: (904) 354-3785 **Fax:** (904) 634-1302

Email: joshua_jolley@ajg.com

Submitted By: Joshua Jolley

Title: Area Vice President

Accounting Contact:

Name: Danielle Markwell **Title:** Sr. Client Manager

Email Address: danielle_markwell@ajg.com **Phone:** (904) 421-5331

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND 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 Employee Benefits Consulting and Brokerage Services

2. This sworn statement is submitted by (entity) Gallagher Benefit Services whose business address is 501 Riverside Ave. Ste. 1000 Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 36-4291971 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Peter Moore and my relationship to the entity named above is Area Sr. Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, 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 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

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

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

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

[signature] 3/29/23
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20th day of March, 2023, and is personally known to me, or has provided _____ as identification.

MARGO MARIA WYCKOFF
Notary Public - State of Florida
Commission # HH 134248
My Comm. Expires May 25, 2025
Bonded through National Notary Assn.

[signature]
Notary Public
My Commission expires: 5/25/25

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Gallagher Benefit Services, Inc.

CITY: Jacksonville STATE: FL ZIP CODE: 32202

SIGNATURE: PMoore PHONE: (904) 354-3785

NAME (TYPED OR PRINTED): Peter Moore TITLE: Area Sr. Vice President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-03

Project Description: Employee Benefits Consulting and Brokerage Services

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Gallagher Benefit Services, Inc.

Authorized Signature: _____

Title: Sr. Area Vice President

Date: March 21, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Peter Moore Title: Area Sr. Vice President

Signature: _____ Date: March 21, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for Employee Benefits Consulting and Brokerage Services

This sworn statement is submitted by (entity) Gallagher Benefit Services whose business address is 501 Riverside Ave. Ste. 1000 Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 36-4291971 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Peter Moore and my relationship to the entity named above is Area Sr. Vice President

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

Signature 3/20/23
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20th day of March, 2023, and is personally known to me, or has provided _____ as identification.

Margo Maria Wyckoff My Commission expires: 5/25/25
Notary Signature

MARGO MARIA WYCKOFF
Notary Public - State of Florida
Commission # HH 134248
My Comm. Expires May 25, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for Employee Benefits Consulting and Brokerage Services

This sworn statement is submitted by (entity) Gallagher Benefit Services whose business address is 501 Riverside Ave. Ste. 1000 Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 36-4291971 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Peter Moore and my relationship to the entity named above is Area Sr. Vice President

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other 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.

P Moore 3/28/23
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature at the space provided above on this 28th day of March, 2023 and is personally known to me, or has provided _____ as identification.

Margo Maria Wyckoff My Commission expires: 5/25/25
Notary Signature

MARGO MARIA WYCKOFF
Notary Public · State of Florida
Commission # HH 134248
My Comm. Expires May 25, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO__X__

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

YES_____NO__X__

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

YES__X__NO_____

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

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

Gallagher Benefit Services, Inc.	March 21, 2023
Firm	Date
	Peter Moore, Sr. Area Vice President
Authorized Signature	Printed or Typed Name and Title

Please note that GBS has been named in a civil lawsuit filed by the School Board of Osceola County, Florida ("Osceola"). Osceola has asserted numerous causes of action alleging that GBS collected monies in excess of what was permitted under the terms and conditions of the parties' services agreement. It is against Gallagher policy to comment on pending litigation. However, in evaluating RFP responses, it is vital for City of Fernandina Beach to note that GBS disagrees with Osceola's interpretation of its prior contract with GBS and that GBS intends to vigorously defend this matter. If selected, GBS will provide City of Fernandina Beach with annual compensation disclosures and would be happy to engage in further dialogue about revenue streams that are tied to the various insurance products which may be of interest to your organization.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-03
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **RFP 23-03**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the bid submittal. Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Peter Moore **TITLE:** Area Senior Vice President

ADDRESS: 501 Riverside Avenue, Suite 1000

CITY: Jacksonville **STATE:** FL

AUTHORIZED SIGNATURE: PBMoore **DATE:** 3/21/23

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-03
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

1. Do you currently have a benefits consultant/broker? If so, who?
   Joshua Jolley, CEBS
   Gallagher Company
   501 Riverside Ave, Ste 1000
   Jacksonville, FL 32202
   904-548-2302

2. What is your current contract fee amount for all lines of coverage? Current fees are commission based. Life Insurance is 1x annual earnings to $150k; and AD&D. Currently Mutual of Omaha. The agent is L.B. Bryan Company. The annual premium is $47,854.00.

3. Please provide commission percentages as well as annual premium by line of coverage.
   Current Premiums: Medical $2,909,583; Dental $96,115; Vision $76,404
   Current Percentages: Medical 3.09%; Dental 3%; Vision 10%

4. What value added services does the current broker offer at no cost to the City? (i.e. Ben Admin platform, COBRA admin, etc.) Employee Navigator is offered by the current broker of record at no additional charge.

5. Please confirm the City is fully insured. The City is Fully Insured for all lines of coverage.

6. Is the City considering transitioning to a self-funded program? The City is not considering a change to self-funded at this time. The City evaluates this on a year-to-year basis.

7. Doe the City pay a fee for the enrollment technology or does current Agent of Record cover the cost associated with Employee Navigator? Agent of Record covers the cost

FLORIDA DEPARTMENT of FINANCIAL SERVICES

GALLAGHER BENEFIT SERVICES, INC.

501 RIVERSIDE AVENUE
SUITE 1000
JACKSONVILLE FL 32202

Agency License Number L039043

Issued On 11/30/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JOSHUA AARON JOLLEY

License Number : W201167

Resident Insurance License

- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

07/22/2014

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida

Project Scope of Work

The successful BROKER/CONSULTANT shall be able to perform or provide the following services. These services shall include but not be limited to:

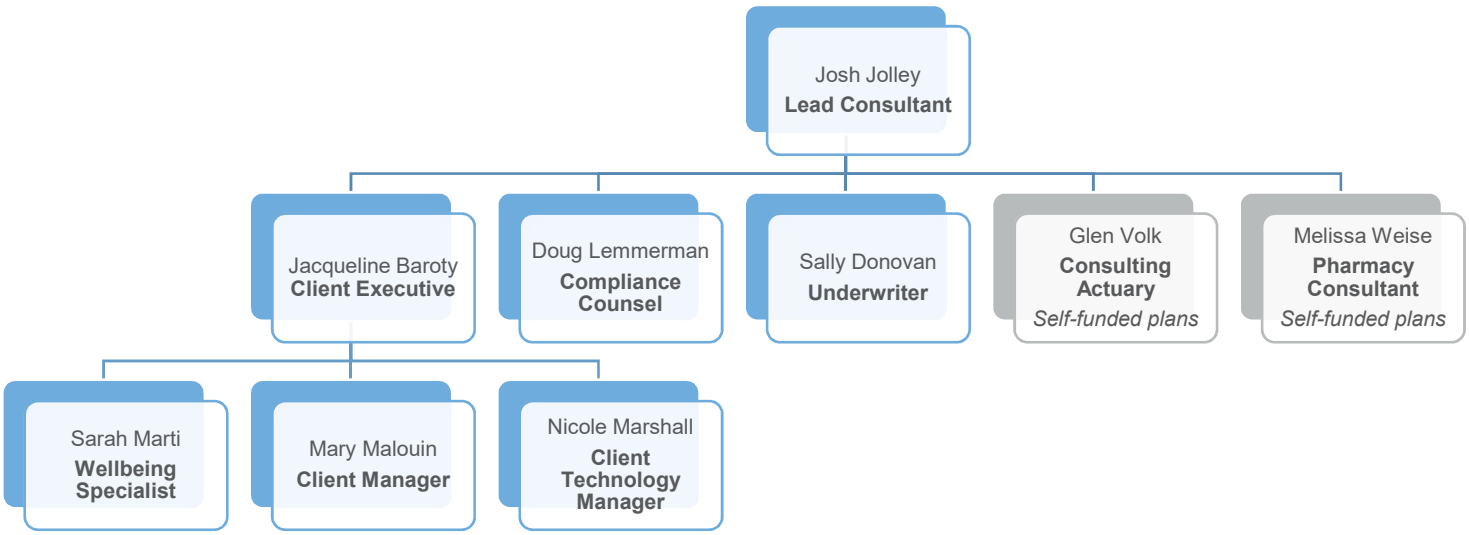
General Services
• Provide dedicated personnel to be the main contact for managing account relationship. The contact will be readily accessible to City Human Resources personnel.
• Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods.
• Assist in the development and review of communication materials written by the City's benefit administrators and other participating organizations for content, appearance, compliance and accuracy.
• Assist the City on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of City benefit program policy and administration.
• Provide a qualified representative to attend meetings with City staff, Management Team, and employees as requested or needed.
• Review all plan documents for accuracy and compliance with appropriate laws and regulations, appropriateness of items to be included in a Section 125 Plan and review of annual required filings.
• Advise and assist the City in negotiating renewal rates and plan provisions.
• Assist the City in annual enrollment meetings or health fairs as needed.
• Respondents are required to be HIPAA compliant.
• Apprise the City of current issues in the areas of benefits law and administration.
• Act as liaison with insurance/contract issues.
• Presentations to elected officials as needed.

Technical Services
• Health Plan Comparison/Utilization Analysis – The BROKER/CONSULTANT is expected to work with the City in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the City in order to monitor City benefit plans. Once analyzed, the BROKER/CONSULTANT is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. It is preferred that the BROKER/CONSULTANT have in-house utilization analysis of all City medical relationships, including managed-care alternatives.
• Compliance – The BROKER/CONSULTANT will advise the City on any federally mandated compliance requirements relevant to City plans and providing guidance, when requested, in developing compliance strategies.
• Actuarial Report Services – The BROKER/CONSULTANT will assist in the preparation of materials required for an annual actuarial review of the City's Health Benefit program. This currently entails the City's annual actuarial filing pursuant to FS112.08 and GASB 75 OPEB valuation.
• Section 125 Plan – The BROKER/CONSULTANT will participate in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. This includes a review of IRS Form 5500 annually submitted by the City for accuracy and compliance.
• Wellness/Disease Management Programs- The BROKER/CONSULTANT will assist the City in evaluation, implementing and measuring the effectiveness of wellness and disease management programs.
• Litigation – On rare occasions, the City may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the BROKER/CONSULTANT may be expected to assist the City in providing necessary materials and testify if needed.
• Automated benefits administration and enrollment services and programs. The BROKER/CONSULTANT shall provide secure, automated benefits administration and enrollment services.

Request for Proposal Services
• Develop RFP's for various City Benefits programs.
• In conjunction with the Human Resources department, prepare Requests for Proposals in compliance with the City's purchasing requirements, exploring all feasible plan designs, for employee benefit programs as needed.
• Develop evaluation criteria.
• Address any questions from vendors in the RFP process.
• Be present and participate in oral interviews as needed.
• Prepare a report analyzing the proposals using the evaluation criteria.
• If requested, prepare recommendations and defense of said recommendations.
• Appeals – Prepare response to any administrative RFP appeals.
• Assist City Attorney in preparation of defense in the event litigation should result from the RFP process.
• Testify in court at the request of the City attorney if litigation should result from the RFP process.
• Assist with the development of contracts with vendors.
• Work with the City attorney to ensure contract legality.
• Conduct negotiations of benefits; plan design, premiums rates and performance guarantees.
• Implementation
• Serve as an intermediary (ombudsman) between the vendors and City during the implementation of new programs.
• Prepare rate-deduction spreadsheets.
• Review new program announcement material for content, appearance, compliance and accuracy.
• Ongoing Contract Services – It is expected that the BROKER/CONSULTANT will:
• Participate in negotiations with vendors on proposed rates and benefits changes to existing contracts.
• Audit existing contracts on an annual basis for satisfactory performance and contract compliance.
• Provide quarterly written analysis of the medical plan's claims experience.
• Periodically provide market analysis of current renewal actions for similar sized employers in southwest Florida and analysis of quality of services and value provided by various managed care vendors.

Individual Qualifications

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.**



Responsible for defining client objectives and the overall management of clients' Health & Welfare plans, Josh will collaboratively lead our consultative approach and brokerage team to deliver the best solutions for the City. Client service delivery is outlined and managed by Jacqueline Bartoy, an experienced Client Executive with extensive knowledge in mid-large employer health plans. Mary Malouin is your dedicated client manager, reporting to Jacqueline, and will be your advocate for daily program management and regular client communication. Sarah Marti specializes in supporting organizational wellbeing and will regularly attend strategy discussions to oversee the deployment of solutions that increase employee engagement in personal health. We estimate that our core team will dedicate 10-15% of their time focused on the City of Fernandina Beach.

Specialized Gallagher consultants will be brought in for their unique expertise on an as-needed basis. This includes our Client Technology Manager, Nicole Marshall, Financials/Underwriting supported by Sally Donovan and Compliance Counsel led by Doug Lemmerman. Should the City transition to a self-funded health plan in the future, our team will engage our Actuarial Consulting practice represented by Glen Volk and Pharmacy Consulting practice represented by Melissa Weise.

Joshua Jolley, CEBS | Area Vice President, Lead Consultant
Jacksonville, FL | Experience: 9 years, with Gallagher since 2014
Education/Credentials: Bachelor Degree, University of Florida
Certified Employee Benefits Specialist (CEBS)

Jacqueline Bartoy | Client Executive
Jacksonville, FL | Experience: 16 years, with Gallagher since 2008
Education/Credentials: Bachelor Degree, University of Florida, Masters in Business Administration, University of North FL
Working toward Certified Employee Benefits Specialist (CEBS) | Health Insurance Associate (HIA), Disability Insurance Associate (DIA), Disability Healthcare Professional (DHP)

Mary Malouin | Senior Client Manager
Jacksonville, FL | Experience/Credentials: 25 years, with Gallagher since 1998
Education/Credentials: Associate Degree – Florida Community College
Health Insurance Associate (HIA), Disability Insurance Associate (DIA), Disability Healthcare Professional (DHP)

Sarah Marti, MSH, ACSM EP-C | Wellbeing Specialist
Jacksonville, FL | Experience: 7 years, with Gallagher since 2018
Education/Credentials: Bachelor Degree, University of North Carolina Wilmington
Master of Health Science, University of North Florida
ACSM-EP, American College of Sports Medicine Certified Exercise Physiologist
National Wellness Institute Certified Worksite Wellness Specialist

Nicole Marshall | Client Technology Manager
Jacksonville, FL | Experience: 15 years, with Gallagher since 2020
Education/Credentials: Bachelor Degree, Brown Mackie College

Sally Donovan | Financial Benefit Analyst
West Palm Beach, FL | Experience: 11 years, with Gallagher since 2012
Education/Credentials: Bachelor Degree, Florida Atlantic University

Doug Lemmerman | Area Senior Vice President, Compliance Counsel
Winston-Salem, NC | Experience: 30 years, with Gallagher since 2021
Education/Credentials: Bachelor Degree, Wake Forest University
Juris Doctorate, Campbell University's Norman Adrian Wiggins School of Law

Glen Volk, MAA, FSA | Area Vice President, Consulting Actuary
Pompano Beach, FL | Experience: 35 years, with Gallagher since 2000
Education/Credentials: Bachelor Degree, University of Regina | Master of Mathematics, University of Waterloo

Melissa Weise | Senior Pharmacy Consultant
Radnor, PA | Experience: 20 years, with Gallagher since 2021
Education/Credentials: B.S. Pharmacy, Albany College of Pharmacy and Health Sciences
Registered Pharmacist (RPh)

Please see the full Gallagher Team Biographies for additional details.

Company Ownership Structure

Arthur J. Gallagher & Co. is an international corporation domiciled in Delaware and publicly traded on the NYSE under the trade symbol AJG. Gallagher Benefit Services Inc. (Gallagher) is a wholly owned subsidiary of Arthur J. Gallagher & Co.

Benefits Brokerage and Consulting | Gallagher Benefit Services - Gallagher Benefit Services, Inc. (Gallagher), a wholly owned subsidiary of Arthur J. Gallagher & Co., has provided brokerage and consulting services since the benefits division was founded in 1961. For over 60 years, Gallagher has specialized in strategic benefits consulting, brokerage and administration. Our benefits brokers and consultants understand the value of building relationships, providing superior, cost-effective benefit products and services that meet the ever-changing needs of our clients.

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.

The team will be led by Josh Jolley, with client service execution managed by Jacqueline Bartoy. Jacqueline and Mary Malouin, Senior Client Manager, will work closely together and make up your dedicated client management team who will all be ultimately responsible for plan management & consulting, coordination of Gallagher resources, and vendor management.

Team Member	**Number of Accounts** 200+ Employees Moderate to High Complexity	Estimated time reserved for client service, **per account**	**Number of Accounts** 51 – 199 Employees Moderate to Low Complexity	Estimated time reserved for client service, **per account**
Josh	7	50-120 hours annually	15	25 – 50 hours annually
Jacqueline	7	100 - 300 hours annually	4	25 - 50 hours annually

Your Gallagher team will be your local resource that puts the strength of our entire 4,500-person global benefits team to work for the City's benefits program. Our team's expertise spans the benefits and human resources spectrum.

Biography



Joshua A. Jolley

Area Vice President | Health & Welfare

E: joshua_jolley@ajg.com | D: 904.421.7765 | M: 904.571.6248

501 Riverside Ave. Suite 1000, Jacksonville, FL 32202

Areas of Responsibility

Josh specializes in providing benefits & HR consulting services to medium and large employers. He is responsible for defining client objectives and the overall management of his clients' Health & Welfare Plans. In his role, he leads the development and maintains performance accountability of Client Service Plans.

Experience

Josh began his employee benefits career with Gallagher in 2014. He has expertise in strategic planning, merger and acquisition due diligence, alternate funding mechanisms and cost containment strategies for large, multi-site employers. Josh works extensively with public entity clients throughout North Florida. Prior to Gallagher, Josh worked at Aerotek as a Technical Recruiter. In this role, he was responsible for the identification, placement and performance of contract employees, as well as maintaining client relationships.

Education and Professional Designation

University of Florida

Bachelor of Arts, Geography

CEBS, Certified Employee Benefits Specialist

Florida Life, Health and Variable Annuities (2-15) license

Affiliations and Awards

Leadership Jacksonville, Class of 2021

Past President, JAX Chamber Health Council

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Biography



Jacqueline Bartoy
Client Executive | Gallagher Benefit Services
E: Jacqueline_Bartoy@ajg.com | P: 904.421.5309
501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202

Areas of Responsibility

Jacqueline is a Client Executive for Gallagher Benefit Services. In her role, Jacqueline is responsible for defining and assuring execution of client support plans; ensuring accurate and complete client data; and providing responsive communication to clients.

Experience

Prior to joining Gallagher in 2008, Jacqueline worked at Richter & Company as an Account Representative, where she assisted in providing health benefits to individual clients and corporations. She was also a research assistant for a social psychology lab at the University of Florida as well as volunteered for the Guardian Ad Litem Program where she advocated on behalf of abused and neglected children for preservation of their safety and a nurturing environment.

Education and Professional Designation

University of Florida

Bachelor of Science Degree, majoring in Psychology and minoring in Anthropology

University of North Florida
Köln University of Applied Sciences
Université de Provence
University of Warsaw
Global Masters in Business Administration

Affiliations and Awards

Graduated Cum Laude

Division I, four-year varsity letters in cross country and track

Life, Health and Variable Annuity (2-15) license through the State of Florida's Department of Insurance

Health Insurance Associate (HIA)

Disability Healthcare Professional (DHP)

Coursework toward Certified Employee Benefit Specialist (CEBS) designation

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Biography



Mary Malouin

Senior Client Manager - Jacksonville| Gallagher Benefit Services
E: Mary_Malouin@ajg.com | P: 904.421.5335
501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202

Experience

Mary began her career in the insurance industry with Florida Blue, a Blue Cross and Blue Shield Association member, supporting marketing initiatives to acquire new and retain existing group business in the Employee Benefits arena.

After 10 years with Florida Blue, she moved to Foundation Health Systems as a Senior Account Service Representative responsible for maintaining, servicing and renewing existing group business.

Mary joined Harden, one of the Southeast's leading insurance, risk management and employee benefits firms in April, 1998. Harden was acquired by Gallagher in the Spring of 2021. With over 20 years of insurance industry experience, Mary has managed diverse client accounts in the local and statewide employee benefits arena with an intense focus on group account renewal and problem resolution.

Education and Professional Designation

Martin Community College – Williamston, NC
Associate of Science / Equine Technology

Florida Community College – Jacksonville
Associate of Arts – Business

Health Insurance Associate (HIA)
Managed Healthcare Professional (MJHP)
Disability Income Associate/Disability Healthcare Professional (DIA/DHP)
Professional, Health Insurance Advanced Studies (PHIAS)
Certified Professional Insurance Woman (CPIW)

Community Involvement

Jacksonville Dog Fanciers' Association, Inc.
President: 2011 to current
Show Chairman: 2011 to current

Big Brothers / Big Sisters: Former mentor for at-risk youth

Former Service Unit Manager and Troop Leader for Girl Scouts of Gateway Council

Former Treasurer for Boy Scout Troop 403

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Biography



Sarah Marti

Wellbeing Specialist | Physical & Emotional Wellbeing Consulting
E: sarah_marti@ajg.com | P: 904.421.7756
501 Riverside Ave. Suite 1000, Jacksonville, FL 32202

Areas of Responsibility

Sarah specializes in providing wellbeing consulting services for Gallagher Benefit Services clients. She is responsible for guiding the development, implementation, and expansion of physical and emotional wellbeing programs and initiatives within client organizations. Sarah leverages data and benchmarking, evaluates available resources, and analyzes each organizations' unique culture and goals to create health promotion and health risk solution action plans that will provide meaningful and measurable outcomes for both the organization and their employees.

Experience

Sarah began her career in 2015 and joined Gallagher in 2018. Prior to joining Gallagher, she held the role of Wellness Coordinator at Harden, where she guided the development, implementation and management of employee wellness programs for organizations throughout Northeast Florida and the Southeast region. Sarah has a background in fitness and health education, serving corporate and tactical populations, which facilitated and aided her transition into corporate wellbeing.

Education and Professional Designation

University of North Carolina Wilmington

B.S., Exercise Science

University of North Florida

M.S.H., Exercise Science and Chronic Disease

ACSM-EP, American College of Sports Medicine Certified Exercise Physiologist

NWI CWWS, CWWPM, National Wellness Institute Certified Worksite Wellness Specialist, Certified Worksite Wellness Program Manager

Affiliations and Awards

Member of American College of Sports Medicine, National Wellness Institute, First Coast Worksite Wellness Council

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Biography



Nicole Marshall

Senior Benefits Administration Manager | Gallagher Benefit Services
E: Employee-Navigator.Jacksonville@ajg.com | P: 904.421.5345
501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202

Areas of Responsibility

Nicole is a Senior Benefits Administration Manager for Gallagher Benefit Services, specializing in Employee Navigator. In her role, Nicole is responsible for building, managing and supporting our clients on Gallagher's-provided Employee Navigator platform. She aids in executing our clients' strategies with benefits administration and provides expert-level support in mitigating issues. Additionally, she facilitates compliance-level reporting through the system and serves as our branch liaison between benefits technology partners.

Experience

Nicole has over 15 years of experience in the health insurance industry with a background in claims processing and analysis, team management and client services. Prior to joining Gallagher in 2000, Nicole was an Employee Benefits Client Consultant at Patra Corp. During her time spent with Patra, Nicole managed and trained offshore teams processing benefit administration work for her US clients. Her clients included Account Managers, Broker, TPAs and CEOs.

Education and Professional Designation

Brown Mackie College (Cincinnati, Ohio)

Bachelor of Business Administration, majoring in Business Education

Affiliations and Awards

Life, Health and Variable Annuity (2-15) license through the State of Florida's Department of Insurance

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Biography



Sally Donovan

Financial Benefit Analyst
E: Sally_Donovan@ajg.com | P: 561.801.7029
West Palm Beach, FL 33414

Areas of Responsibility

- Evaluates renewals and proposals for all funding arrangements
- Evaluates data sets to determine ongoing and potential sources of risk
- Prepares financial executive summaries, claims utilization reports and risk analysis to consultants and clients
- Creates presentations to clients on financial and utilization risk management topics

Experience

Sally began her career in 2007 and joined Gallagher in March 2012. Prior to joining Gallagher, she managed variable annuities, life, and group health insurance accounts. Over the last 11 years, Sally had multiple roles within Gallagher; including the Benefits Analyst Team Lead before joining the FBC team.

Education and Professional Designation

- Florida Atlantic University - Bachelor's Degree
- 2-15 Health & Life (Including Annuities)

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Biography



R. Douglas Lemmerman, J.D

Area Senior Vice President | Gallagher Compliance
E: Doug_Lemmerman@ajg.com | P: 919-913-1934 |
4819 Emperor Blvd Suite 200, Durham, NC 27703

R. Douglas Lemmerman, J.D. is Area Senior Vice President, Compliance Counsel, and leads the compliance practice team within the Southeast Region of Gallagher's employee benefits consulting division. In his role, Doug is responsible for providing clients with timely guidance on employer sponsored plans, as well as collaborating with his counterparts to create consultative compliance resources and publications.

Experience

Prior to Gallagher, Doug spent 16 years practicing law with Bedsworth, Behan & Lemmerman, PLLC, and served as General Counsel and Vice President, Compliance with third party administrator ACS Benefit Services, LLC, for 20 years.

Education and Professional Designation

Doug holds a Bachelor's Degree from Wake Forest University. He received his Juris Doctorate from Campbell University's Norman Adrian Wiggins School of Law.

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Biography



Glen Volk

Sr. Consulting Actuary | Gallagher Benefit Services HCA
E: Glen_Volk@ajg.com | P: 561-998-6755 | M: 954-294-4982
4250 Congress Street, Charlotte, NC 28105

Glen Volk is a Sr. Consulting Actuary with GBS HealthCare Analytics (HCA), a division of Gallagher Benefit Services, Inc. He has over 30 years of varied experience in the actuarial field, and has been with the Gallagher family of companies since April 2000.

Experience

Glen's primary responsibility with Bain Capital is to work with Bain in the design, pricing, and financial management of their benefit plans. Glen has been working with Bain Capital since 2015 (upon Bain moving to a Self-Funded financial arrangement). He works with several Gallagher offices around the country, typically with their largest and most complicated clients. He also provides consulting support to health plans and provider organizations.

Prior to joining Gallagher in 2000, Glen held various positions in the management consulting and insurance industries. He has extensive experience in managed care and in the reinsurance field. He has also served on several health care reform panels and committees.

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Biography



Melissa Weise, RPh

Senior Consultant | Pharmacy Benefit Management Practice

E: Melissa_weise@ajg.com | P: 201-571-3856

3 Radnor Corporate Ctr., Radnor, PA 19087

Pharmacy Benefit Management Practice

Melissa is a pharmacist by trade and immediately prior to joining Gallagher she held the role of Senior Pharmacy Account Executive at Highmark Blue Shield of Northeastern NY. In that role, Melissa provided strategic pharmacy support including cost management strategies, operational execution and managing the relationships of large commercial employers, including multiple municipalities and a public school consortia. Over the course of her career, Melissa has worked as a retail pharmacist and in various roles in the pharmaceutical industry. She is an extremely dynamic pharmacy executive and has a track record of building trusted relationships with her customers.

Experience

Melissa Weise, RPh joined the Pharmacy Benefit Management Practice as a Senior Pharmacy Consultant in June 2021. She brings with her over 2 decade's worth of pharmacy operations and benefits experience, extensive clinical background and sophisticated skillset to help identify solutions in the complex and expensive area of pharmacy benefits.

Education and Professional Designation

Albany College of Pharmacy and Health Sciences

B.S., Pharmacy

Melissa is a volunteer with the Medical Reserve Corps, most recently volunteering in her county at the COVID vaccine clinics.

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Gallagher

Firm Qualifications and References

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.**

About Gallagher

Gallagher started as a single office in Chicago and has grown to a publicly traded global organization with more than $6.9 billion in adjusted revenues, 850 offices in 68 countries, more than 39,000 team members with service capabilities in 130-plus countries. Our business units and subsidiaries provide the full spectrum of specifically tailored risk management products and solutions for complex operations.

Gallagher's history is a compelling story of the insurance business. To learn more visit: ajg.com/about-us/.



Breadth and Depth of Expertise

With more than 4,500 employees in Gallagher's benefits and HR consulting division (Gallagher) and over 300 offices throughout the U.S., Gallagher can remain close to you while also providing the resources of its national organization. Our experts support each other and your organization to provide a comprehensive portfolio of services needed in the ever increasing technical and challenging health and welfare space.

People & Culture

Gallagher's strength lies in its foundation — it's people. Gallagher's culture fosters imagination and rewards those who see beyond boundaries. All employees – from Gallagher's client-facing ERISA attorneys to Gallagher's administrative staff – are included in the delivery of services to clients and understand that their contributions are critical to Gallagher's day-to-day success. To engage Gallagher is to gain a significant advantage, because Gallagher is uniquely committed to working so that you can face the future with confidence.

Relationships

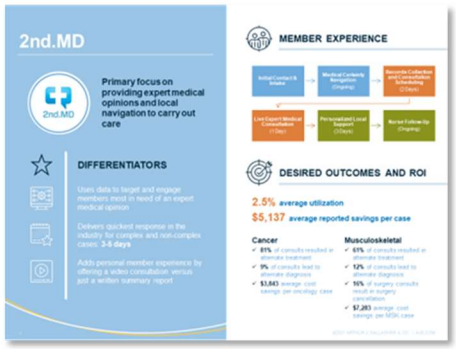
Gallagher has long understood that successful businesses are made from successful partnerships. Gallagher's focus is not the size of the client but the quality of the business relationship.

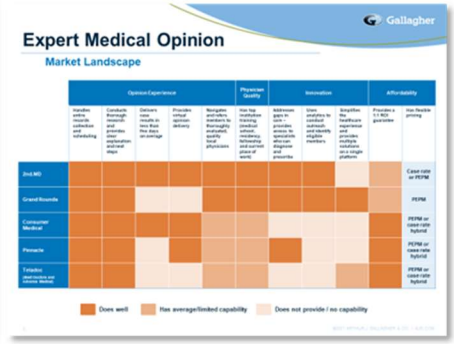
At every meeting and in every interaction with the City, it is Gallagher's intention to provide creative ideas on an ongoing basis throughout the year. We know that the best ideas can come from anywhere, so we stay actively involved in learning about the employee benefits marketplace through membership and education in national associations, our large carrier network, and our in-house experts, to name a few. Your Gallagher team is always prepared to provide the City with up-to-date insights on new products and services.

In addition to making sure we've built the right relationships with external industry leaders, practitioners, and consultants, Gallagher also focuses on the internal organic development of new, cutting-edge solutions through our Innovation Lab, which meets bimonthly to discuss new and emerging trends and solutions. The Innovation Lab is a mission-driven practice partnering with large employers to help fix the cost, quality, and experience of healthcare and benefits, as well as improve the living standard and engagement of employees. Our Innovation Lab assesses and provides due diligence of solutions to provide for consideration. We bring these assessments and intelligence to your team during strategy session as well as when it is needed or timely based on goals and data.

Examples of the solutions we review and an excerpt from one specific area, Expert Medical Opinions.

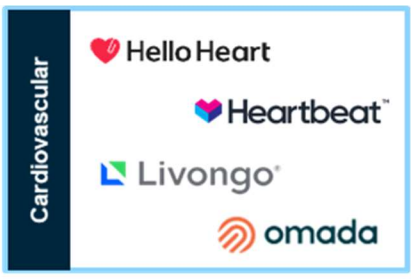






















Senior professionals at Gallagher serve in leadership roles in major organizations around the world, including the National Business Group on Health, and The Conference Board. Company leaders also frequently contribute to major publications, including the New England Journal of Medicine, Benefit Trends, the Wall Street Journal, and Business Insurance.

Through our involvement in relevant local, regional, and national industry organizations, we seek to stay consistently informed on emerging industry trends and changes in the marketplace. Gallagher's contributions to the area of thought leadership also include:

Gallagher Women In Leadership Conference Each year, Gallagher's Women in Leadership Conference assembles a panel of influential female leaders and invites them to share their experience and expertise during a session of learning, networking, and thoughtful discussion.

Gallagher Better Works Insights Reports Authored by Gallagher thought leaders, these reports help employers cultivate a better workplace that balances the physical, emotional, financial, career, and organizational elements of wellbeing and drives better business outcomes.

Client/Consultant Advisory Groups We regularly collaborate on advisory forums with our most important clients to help shape the future of American and global benefits.

Examples of our team delivering client innovation include:

Total Reward Statements

A Total Rewards Statement is a valuable communication tool in the HR process as we generally find that an employee's total compensation can be as much as 30% - 50% above base compensation. Communicating this key information in a personalized way that employees can recognize and appreciate, is critical in retaining and engaging them. Gallagher's Total Rewards Statements are customized to ensure the organization can communicate their unique strengths as an employer in the most effective manner.

Given our extensive experience working with middle market organizations, Gallagher approaches each project as unique. We take the time to learn about your business in an effort to customize our approach to the specific needs of your organization.

Gallagher will help you throughout the process of creating Employee Total Reward Statements by providing ideas, examples, and best practices for determining which elements to include, how to quantify them, and how to display them on the statement. We will work directly with your organization to evaluate all monetary and non-monetary benefits and provide samples of various statements for consideration to create a statement that fits within your organization's brand.

Advanced Wellness Strategies

Gallagher currently consults with the City on the strategic planning, implementation and measurement of the City's employee wellbeing programs and initiatives. Current services include maintenance of a multi-year strategy to ensure the City's goals and desired outcomes are being met, collaborating with the City and wellness vendors and carriers for annual program planning, Health Fair and Flu Clinic event coordination, and facilitation of the FCWWC Healthiest Companies Award, where we worked with the City to identify and implement specific strategies to enhance their program to the Platinum (highest) recognition level. We offer additional consulting services to support the ongoing enhancement of wellbeing programs to aid in the City's efforts to continue to offer meaningful, valuable and impactful wellbeing programs and initiatives to support the wellbeing of their employees, such as:

- Communication resources;
- Vendor search options;
- Assistance with policy and incentive structure development (such as tying medical premiums to certain wellness criteria); and
- Compliance guidance

Modern Benefit Offerings

Gallagher continuously monitors industry and environmental news to determine upcoming organizational needs and what proactive solutions we may recommend. Additionally, we have an internal Vendor Intelligence Platform that we use for Gallagher Associates across the globe to review and discuss vendors and benefits already utilized so that we are able to speak from experience. Examples of these unique benefits include:

- Lifestyle Spending Account (LSA), which is a post-tax customizable benefits plan funded by employers and provided to your employees can utilize for a variety of expenses related to lifestyle and wellbeing;
- Adoption Assistance;
- Caregiver Assistance;
- Dedicated Mental Health Tools and Resources;
- Dedicated Type II Diabetes Tools and Resources;
- Dedicated Heart Health Tools and Resources; and
- Corporate Giving and Volunteering Programs, just to name a few

2. Describe any special expertise your firm has in providing employee benefits and insurance services to clients with similar or related business activities, specifically include experience with self-insured health plans offered by government employers. Include a list of current client relationships (local or otherwise), if not included in your references.

Gallagher has extensive experience with multiple funding options, including self-funding, minimum premium payment and ASO contracting. We also have access to a variety of systems-based actuarial tools that can help guide the City's funding decisions. The recommendations that your Gallagher team makes for your particular plan will be based on a comprehensive, comparative analysis of several different funding scenarios. Gallagher enjoys consulting relationships with tens of thousands of clients – of all sizes - across the globe. The majority of our clients are split between fully insured and self-funded. In the state of Florida, Gallagher works with over 100 clients that are self-funded or level-funded for their medical plan.

- Atlantic Beach, City of
- Indian Shores, Town of
- Inverness, City of
- Jacksonville, City of
- Jupiter, Town of
- Kenneth City, Town of
- Labelle, City of
- Lake Mary, City of
- Lakeland, City of
- Largo, City of
- Longboat Key, Town of
- Longwood, City of
- Madeira Beach, City of
- Marianna, City of
- Miami Beach, City of
- Milton, City of
- Moore Haven, City of
- Okeechobee, City of
- Palm Beach Gardens, City of
- Perry, City of
- Plant City, City of
- Punta Gorda, City of
- Safety Harbor, City of
- Seminole, City of
- St. Petersburg, City of
- Starke, City of
- Tampa, City of
- Treasure Island, City of
- Trenton, City of
- Umatilla, City of
- Zephyrhills, City of

3. Describe your firm's efforts to remain current on business and employee benefit issues relating to the City of Fernandina Beach business profile, including industry or association memberships, if applicable.

With more than 3,000 public entity and scholastic clients, Gallagher's Public Sector Practice is dedicated to serving the needs of public employers. The City will have a partner with extensive experience working with states, counties, cities and, government employers. We have built our Public Sector Practice by bringing together over 200 consultants to share best practices, products, resources, benchmarking and data, and practice specialists to best serve our public sector clients. Public sector practitioners at Gallagher have spent decades providing industry-leading solutions in the public sector. We are active in the public sector community, including participation in organizations such as Association of School Business Officials (ASBO), Public Risk Management Association (PRIMA), Government Finance Officers Association (GFOA), National Public Employer Labor Relations Association (NPELRA), National Association of Counties (NACo), International City Managers Association (ICMA) and International Public Managers Association (IPMA-HR).

We understand the City faces unique challenges as a public sector employer. Your organization is exempt from certain laws and subject to others that may — or may not — create flexibility and cost efficiency. Tax revenue and other revenue sources are subject to change and drive the design and financing of employee compensation and benefits. Often, collective bargaining agreements and intense public scrutiny affect the City's decisions. Your Gallagher team takes these factors into consideration. We bring a broad range of public sector-focused solutions and expertise, including work in collective purchasing, benchmarking data and healthcare utilization review and analysis. In addition, with our industry specialization and large number of public entity clients, you have access to a deep reservoir of industry benchmarks. As a partner with the City, Gallagher will design a strategy that aligns investments in employee health, talent management, financial wellbeing and career growth with financial realities in the public sector. We'll help build a better workplace that inspires employees to give their professional best — and help the City meet its business objectives for years to come. Your Gallagher team will partner with you to overcome complex challenges, and help you serve the public in a fiscally responsible manner ─ now, and well in to the future.

4. 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.

Current Reference 1: Jacksonville Transportation Authority

Contact Name	Nikki Reddicks
Contact Title	Wellness & Benefits Manager
Address	100 Myrtle Ave N, Bldg 3, Ste 310
City, State Zip	Jacksonville, FL 32204
Phone	904-598-8769
Email	nlreddicks@jtafla.com
No. of EEs	Approx. 250 (Collectively bargained groups are on separate plans)
Plans	Medical, Dental, Vision, Life, and Disability
Length of Service	20 years

Current Reference 2: Community First Credit Union

Contact Name	Lori Smith
Contact Title	SVP Human Resources & Training
Address	637 Lee Street
City, State Zip	Jacksonville, FL 32204
Phone	904-371-7956
Email	LoriS@c1cufl.org
No. of EEs	400
Plans	Medical, Dental, Vision, Life and Disability
Length of Service	2 years

Current Reference 3: City of Atlantic Beach

Contact Name	Catherine R. Varian, Esq.
Contact Title	Director of Human Resources/Risk Management
Address	800 Seminole Road
City, State Zip	Atlantic Beach, FL 32233
Phone	(904) 247-5890
Email	cvarian@coab.us
No. of EEs	120
Plans	Medical, Dental, Vision, Life, Disability, and Voluntary Benefits
Length of Service	10 years

Current Reference 4: Jacksonville University

Contact Name	Allana Forté
Contact Title	Senior Vice President
Address	2800 University Blvd North
City, State Zip	Jacksonville, FL 32211
Phone	(904) 256-7549
Email	aforte@ju.edu
No. of EEs	620
Plans	Medical, Dental, Vision, Life, Disability, and Voluntary Benefits
Length of Service	23 years

Current Reference 5: Trinity Baptist Church and School

Contact Name	Daniel Warren
Contact Title	Executive Pastor
Address	800 Hammond Blvd
City, State Zip	Jacksonville, FL 32221
Phone	(904) 596-2455
Email	dwarren@tbc.org
No. of EEs	220
Plans	Medical, Dental, Vision, Life, Disability, and Voluntary Benefits
Length of Service	19 years

Identified Service Areas

1. **Employee Benefits Assessment and Analysis – Provide a summary of your firm's process in conducting risk assessment and analysis for firms similar to the City of Fernandina Beach. Identify resources to be used, if not already part of the proposed service team. Provide samples of internal or external reports that are a product of such assessment and analysis. Based upon the information currently available, identify areas of emerging risk relative to the City of Fernandina Beach operations, or risk warrants greater attention.**

During the annual strategic planning process, we are inquisitive, listening to the needs of the organization and perspectives of your key stakeholders as we work to identify short- and long-term opportunities for improvement. Your Gallagher team will always begin with your needs in mind. We will work with the City to fully understand your employee benefit strategies and priorities, including cost containment, satisfaction and engagement, industry competitiveness, your program philosophy and other concerns. We propose applying the following five steps as a framework for developing an employee benefits program strategy:

1. Discovery & Analysis

Demographics: Analyze employee characteristics. See People Insights flyer for a sample.
Cost and financial modeling: Inventory employee benefit programs while focusing on key cost drivers, outcomes and comparisons with benchmarks. See sample Benchmarking study included.
Satisfaction: Survey population and provide assessment of current employee benefit programs including the communication of these programs and benefits

2. Desired State and Goal Setting

Determine differences: Identify areas where meaningful changes are expected for the organization, employees and macro environment
Identify impacts: Provide evaluations of the preferred future state and impacts of changing variables to benefits program stakeholders
Develop specific goals: Use tangible metrics to outline goals for the next three (3) years with benefits program stakeholders

3. Identify Opportunities

Evolving needs: Align offerings with changing needs in your employee benefits program due to environmental/pandemic impacts
Compliance review: Complete compliance review to identify any potential gaps or opportunities for improvement. See Compliance Resources included.

4. Strategic and Tactical Options Evaluation

Develop strategic alternatives: Leverage the gaps and opportunities analysis to create options for reaching goals over the next three (3) years
Propose tactics: Evaluate tactics that will support strategic alternatives while taking into consideration institution culture, benchmarking data, and other factors

5. Implementation and Management

Vendor Selection: Select and secure the most qualified vendors with the most favorable terms (including performance guarantees) to deliver the programs and designs determined by this strategic planning process
Implementation: Onboard newly customized programs based on identified needs
Integration: Introduce programs to employees ensuring a positive onboarding experience
Measurement: Identify key metrics which will be regularly tracked to determine performance and provide insight for continued strategic opportunities
Communicate & engage: Develop a communication strategy to educate and engage staff so they perceive value
Advocacy: A dedicated support team to provide ongoing support for employees and management to answer questions, educate members, and assist in resolving claims issues

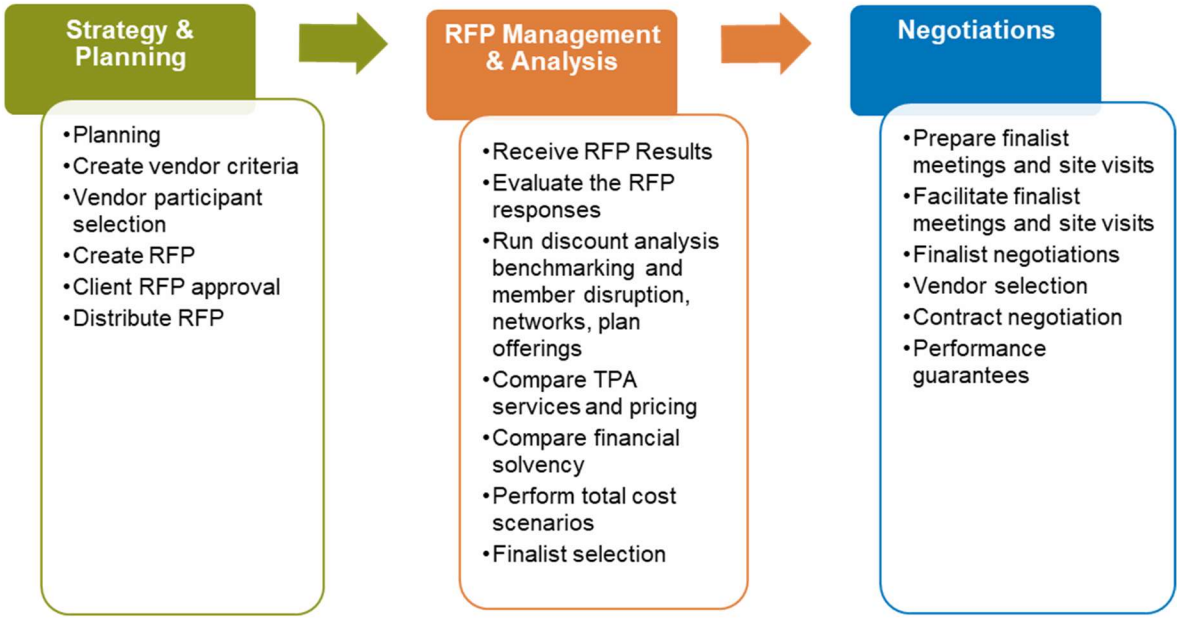
The City has very strong employee retention and many employees ultimately retire from the City. It is important that the City keep employee health engagement at the top of priorities to ensure employees manage their health risks as proactively as possible, and in a cost-effective manner.

2. Marketing – Describe your firm's proposed marketing processes and strategies. Provide comment on current program structure and pricing (to the extent possible) with particular emphasis on your firm's assessment of the insurance market. Include identification of resources that are not part of the proposed service team. Provide a suggested listing of markets that may be considered for each major line of coverage, including your rationale for such a course of action. Include any intermediaries to be used and your relationship with those companies. (Note: The City is requesting a sample only of the markets that your company would use for an account of the size of Fernandina Beach).

Your Gallagher team will always begin with your objectives in mind and apply our process to deliver reliable results. Our approach to soliciting proposals from the insurer market involves a well-prepared narrative of your organization's structure and goals for your employee benefits program. We are careful to submit accurate and complete data to the insurers to further entice market competition. Our in-house analytics/underwriting tools provide objective analysis to verify appropriateness of insurer pricing methodology and project future market conditions. We approach the insurance market as your advocate and leverage our relationships along with data-driven insights to drive the best outcomes.

Vendor Negotiation Expertise

Gallagher places well over $10 billion of premium per year in global insurance markets, giving us substantial clout with carriers and preferred contract terms. We know the markets and their specific strengths and can evaluate carriers who have the right products for your individual needs. Gallagher maintains complete independence to remain objective in providing the best insurance carriers and service providers, networks, and risk arrangements for each unique negotiation. As a standard procedure, Gallagher will evaluate alternative carriers/vendors and variations to plan design that can reduce costs.



Managing Renewals

Holding carriers accountable for reasonable renewals based on each client's situation along with past and present utilization trends is a Gallagher core competency. We will track and analyze the City's program data whether it be medical and prescription drug claims, dental, vision, etc. and use that data, along with employee and dependent demographics, to assess reasonableness of carrier renewal offers. We begin with objective analysis of data and further improve terms by leveraging our relationships and market influence. There have been numerous times over the years where Gallagher has leveraged this information with carriers to garner improved renewal terms or otherwise identify better alternatives in the market.

Current Program Structure

We are confident in the effectiveness and structure of the City's current benefits program structure. One advantage of the arrangement with United Healthcare is that the City is eligible to share in surplus premiums (when the medical claims experience is favorable) without taking any additional liability. For the current size of the City's medical plan, we expect claims volatility from year to year. However, the City recovered approximately $192,000 of premium in 2022. The City HR staff also realizes efficiencies by packaging medical, dental and vision with United Healthcare to simplify employee communication and administration.

Below is an outline of current and alternative markets by line of coverage that Gallagher approaches on behalf of the City:

Line of Coverage	Carrier	Alternative Markets available through Gallagher
Medical	United Healthcare	Florida Blue, Cigna, Aetna, Group Benefit Captives and Consortiums
Dental	United Healthcare	Delta Dental, MetLife, Sun Life, Ameritas, Guardian, Lincoln and many other A-rated carriers
Vision	United Healthcare	Eyemed, VSP, Davis and many other A-rated carriers
Life	Mutual of Omaha	Unum, Standard, Lincoln, Sun Life, Reliance Standard and many other A-rated carriers

Current Pricing Structure

We believe that the City of Fernandina Beach is competitively priced with your current carriers. Specific to medical, the City's annual premium rate increase has averaged to less than 1% over the past five years. Every year our Financial Benefits Consulting team will perform a renewal analysis to determine if the incumbent medical carrier's renewal methodology is logical as well as to help position us for negotiations. We recommend a market check every three years to ensure your pricing remains competitive. In 2022, the City's-paid life plan achieved $16,000 in savings with a three-year rate guarantee through the marketing exercise that Gallagher performed.

3. Data Management – Provide commentary on the projected needs for the City of Fernandina Beach relative to data management and your firm's approach to meeting those needs. Include resources or systems that might be utilized to enhance this area of benefits management.

Our consultants rely on data to enhance client decision-making and measure success. On a proactive basis, our consultants are reviewing claims data to understand health plan performance and identify opportunities to mitigate risk. When new targeted solutions are implemented, the overall evaluation of strategies and vendor partners must include some form of meaningful measurement to determine long-term success.

As a medium sized fully-insured health plan, City of Fernandina Beach should expect to receive regular data analysis including:

- Medical premium to claims reporting (see attached sample Financial Monitoring Report)
- Large claimant ($50k+) identification and tracking
- Self-funding feasibility study
- Benchmarking of plan costs, plan designs and competitiveness
- Dynamic, data-backed library of benefit program solutions and results

Gallagher leverages both carrier reporting and in-house financial analysis to equip the City with data and insights on their health plan performance. Sally Donovan is our financial analysis and underwriter responsible for producing reporting.

Gallagher's proprietary benchmarking database is updated annually and includes information from over 4,000 employee benefit programs across the U.S. This data can be customized to compare the City's benefits program to other public entities and/or employers in the Southeast. Gallagher's depth of experience in the public entity space will make this data more relevant to the City than other benchmarking resources.

Information Security

Gallagher diligently protects the privacy and security of City of Fernandina Beach's plan data and takes extra precautions in handling that information. Because we follow strict security policies and procedures, all Gallagher employees with access to confidential information are regularly trained on security issues and HIPAA compliance.

All Gallagher locations have disaster recovery plans. Each location has set contingencies for office space, computers and equipment, and each provides detailed communications instructions, including staff contact trees.

All of your data is stored on secure servers that are backed up each night and stored offsite, while standby servers perform online duplication. Finally, online access to relevant areas of Gallagher's website is available only through a Secure Sockets Layer (SSL) enabled web browser that supports encryption technology.

4. **Program Design – Provide a brief summary of potential program designs that may be appropriate for the City of Fernandina Beach for the major lines of coverage. Include the rationale for your suggestions. Given the information provided, identify your firm's key strategies in evaluating the optimum alternatives for the City of Fernandina Beach in the major lines of coverage.**

Self-funded feasibility study – based on the premium volume and size of the City's medical program, we encourage a regular review of funding method strategies (self-funded, self-funded through a captive/pool, level-funded, minimum premium, etc.) as an alternative to a fully-insured arrangement. It will be important to continue to consider plan funding as the broader fully-insured market continues to experience unsustainable premium rate increases. Our financial analysis team ensures that underwriting methods are sound and that the City has an accurate representation of potential financial gain/loss from pursuing a new funding strategy.

Regarding plan design changes, we believe it is important to be competitive with other public entities, including the State of Florida. This also helps in recruiting and retaining employees—which is a challenge in today's environment for most employers. An example of three extra benefits that could be added to your medical plans to make them more robust and attractive are coverage for: bariatric surgery; fertility; and hearing aids. This will help ensure that the City meets the needs of your multi-generational workforce.

5. **Communications – Describe formal and informal communication processes for the City of Fernandina Beach. Include proposed schedules of key meetings, timelines, and other process mileposts for the proposed client service. Include any proprietary client communications that may be appropriate and available to the City of Fernandina Beach to facilitate communications. Describe your firm's capability of producing annual benefit statements and open enrollment communications for employees.**

Renewal & Marketing Timeline

Every year at least 120 days prior to the City's renewal date, your Gallagher team meets internally to determine any needs that you may have for the coming year, review your claims experience and potential marketing strategy. We then meet with the City to review this data and hear from you what your internal strategies are for the coming year. From this Annual Planning Meeting we then determine if we will be going to the carrier markets and can propose the timeline of such exercise. Once we have the incumbent carriers' renewals as well as any proposed carriers' quote, we present all of this information to the City. If desired, we can facilitate carrier finalist meetings with the top proposed carriers so that the City can make a more well-rounded decision. Once a decision is made, internally we begin developing the employee-facing Open Enrollment communication that includes a benefit book to employees as well as updating your Employee Navigator portal. Open Enrollment typically takes place for the City around the end of August and runs for two weeks. During this time, we're monitoring the progress of employees enrolling and helping your HR team answer any questions that may arise. Once Open Enrollment is complete, we continue by ensuring the enrollment elections are delivered to the carrier, that implementation with any new carriers is complete and that the first month's carrier invoice and carrier policies and certificates are accurate.

Other Timelines

Aside from the above-outlined renewal and marketing timeline, we also closely monitor and follow benefit compliance timelines, such as Medicare Part D notices to your members by October 15th every year, and will continuously notify you of any upcoming benefit deadlines. Additionally we stay in regular communication with the City to review your claims experience, discuss any member claim issues, and assist with any carrier or benefit questions that you may have throughout the year.

Communications

Gallagher places high importance on the role of communications in employee benefits. An employee who has a greater understanding of his/her benefit program will value it more and will be more likely to stay with your organization longer. Increasing employee retention, engagement, and recruitment are critical by-products of a strong communications program.

Effective communications do more than inform the workforce about their benefits. They create an ongoing dialog through targeted, personally relevant messages that engage employees and strengthen their cultural connection. Employees should gain a clear understanding of key policies, procedures and programs – and any required or optional actions to take.

All of our communication materials are generated from experts within our firm. Gallagher's communications services, resources and technology solutions include:

Paper and Electronic Employee Communications

We will work with your organization to develop both paper and electronic communications that meet your employee needs and organizational structure. These communications could include open enrollment and new hire materials, employee education and wellness monthly newsletters/posters, Total Rewards/Annual Benefit Statements, and home mailers. We pride ourselves on making these communications both informative and attractive.

Annual Open Enrollment Communications

Gallagher will help to plan the most effective approach to open enrollment based on the City's employee demographics, available communication channels, enrollment goals and budget. Items which are included in scope and may be recommended, upon strategy development, include:

- Standard Benefit Summaries
- Organization of vendors and applicable materials
- Announcement letters (i.e. benefit fairs, carrier/plan design changes)
- Open enrollment literature/PowerPoint presentation
- Articles for the company newsletter or Intranet
- Implementation timelines

Communications are developed with the employee in mind and incorporate relevant information in easy-to-understand verbiage.

Web-based Benefits Administration, HR and Compliance Software

Gallagher provides and supports an online benefits administration service as part of our core services for the City. Employee Navigator is an online benefits system that helps HR simplify administration and creates an intuitive, employee self-service experience. The technology tracks and automates enrollments, billing, compliance filings, HR tasks and provides extensive reporting options.

In addition to providing this technology, Gallagher has an in-house Client Technology Manager, Nicole Marshall, as an internal available expert to customize the system as customer needs evolve.

6. Other Services (Optional) – Provide a brief summary of other services available from your firm that may be appropriate to the City of Fernandina Beach consideration.

HR & Compensation Consulting

The Gallagher Human Resources & Compensation Consulting Practice (HRCC) offers human resources and compensation consulting solutions and best practices to help attract, engage, develop, and reward talent, empowering our clients with solutions for a sustained and successful future. Working in the United States, Canada, and United Kingdom, our experienced consultants work with clients to gain holistic insights into their workforce and deliver strategic, people-based solutions that mitigate risk, improve cost, and maximize the physical, emotional, financial and career wellbeing of all employees. Our robust solution set encompasses:

- Compensation and Rewards Consulting
- Engagement Solutions
- HR Consulting
- Executive Search and Leadership Advisors
- Research and Analytics

Retirement Plan Services

We design, develop and deliver customized retirement strategies with the right funds, reasonable fees and trustworthy fiduciary management to meet our clients' organizational objectives.

- Retirement plan design (including 401(k), 403(b), 457, profit sharing, money purchase and traditional pension plans)
- Investment consulting
- Compliance support related to retirement plans
- Employee communications around retirement plans and financial wellbeing
- Vendor search and benchmarking
- Actuarial services related to retirement plans

7. Broker/Consultant Compensation – Identify your firm's preference on the means of compensation for services. Provide a detailed analysis of the fee build-up, including allocated time and rates for the service providers. Identify any proposed services that may be outside an agreed-upon fee and an estimate for those services, if applicable. Include the details of any proposed incentive plan, if recommended.

We are flexible in the method of compensation in which we are paid and we are open to a number of compensation arrangements. Our general approach to compensation, however, never changes. We make these promises to all of our clients:

- Our compensation may be derived from fees or commissions, or a combination of both. The choice is made by each client based on their philosophical and budgetary considerations
- Our compensation will be a fair reflection of the services we are asked to provide
- Our compensation will be inclusive and agreed upon in advance
- We will fully disclose to our clients all compensation we receive each year

An important part of our value proposition is that we can offer a broad and deep set of services under a fully transparent fee model. Our proposal is based on an accurate assessment of the scope of work and sets forth a budget allocated for the services required. We track our services against this budget regardless of whether it is being paid on a retainer basis or under a commission arrangement. We don't use a "billable hour" structure to determine our costs and therefore we can offer you the flexibility of getting the right team assigned without risking quality and service delivery.

Factors that are considered in our fee development include: size and complexity of health plan, employee wellbeing support, technology support, actuarial support, and length of service contract.

Gallagher proposes a flat annual fee of $82,500 for the initial 3-year term and $85,000 for the potential two additional one-year extensions.

The HR & Compensation Consultants and Retirement Plan Services mentioned above would be for an additional cost than the above proposed fee.

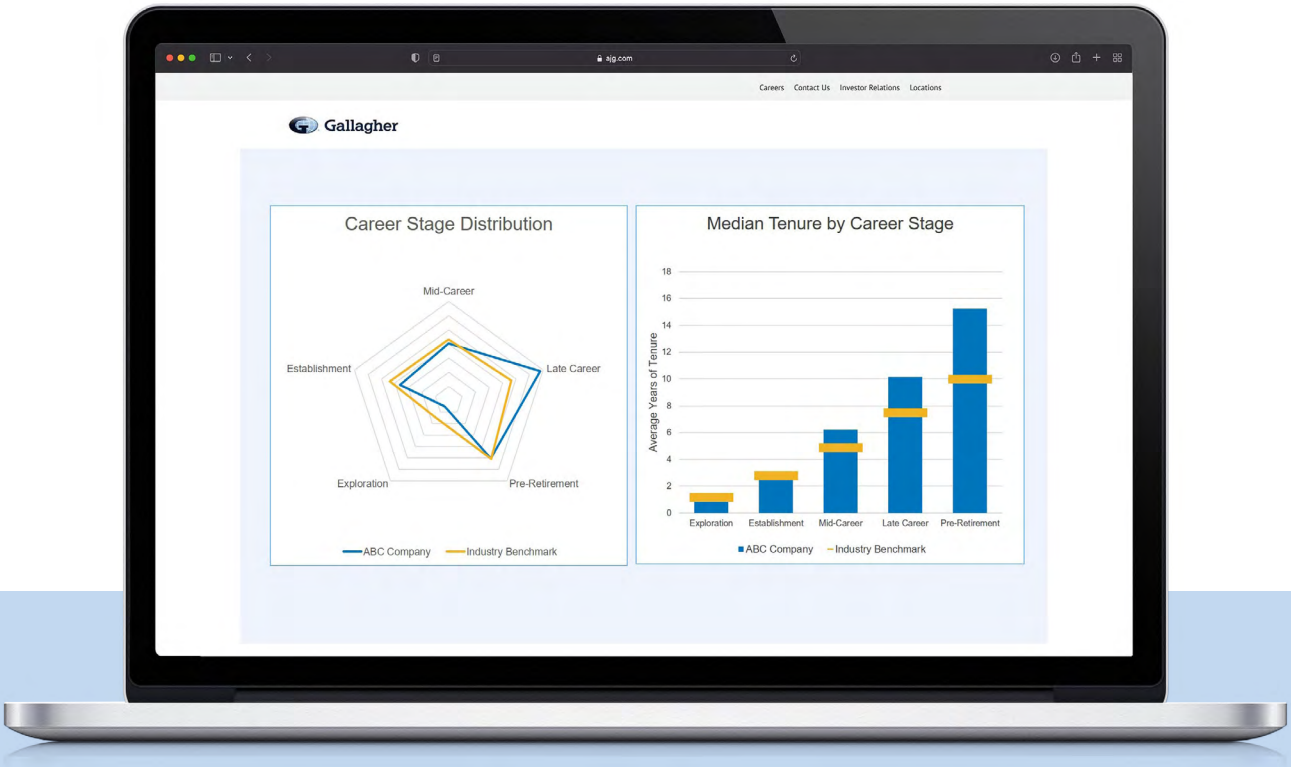


Gallagher

Insurance | Risk Management | Consulting

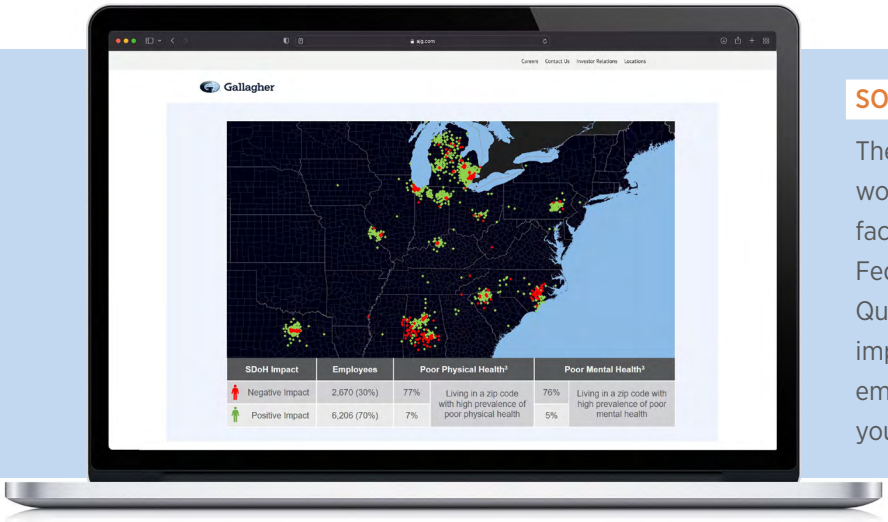
People Insights Report

Today's successful HR strategy takes into consideration who your employees are—both at work and at home. Gallagher's People Insights Report offers a different view on your workforce, set against the backdrop of national data sources and tailored benchmarks, to help you facilitate strategic conversations. You will gain actionable insights accompanied by consultative observations and recommendations in three areas critical to a successful total rewards strategy: career stages, social determinants of health and compensation.



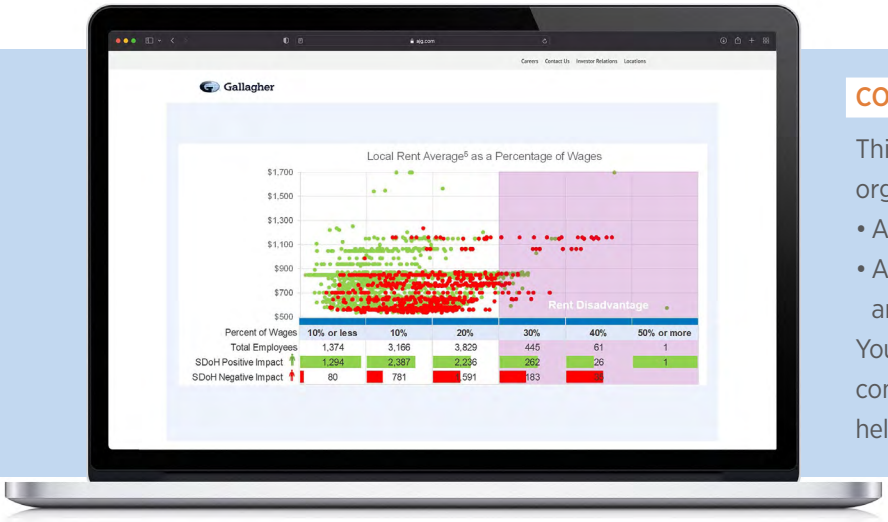
CAREER STAGES

Here you will find pictorial insights into the distribution of your workforce and employment tenure across five career stages, along with benchmarks from the Bureau of Labor Statistics[1]. This data will be helpful in formulating competitive organizational strategies, including recruiting and onboarding, succession planning, and employee communications.



SOCIAL DETERMINANTS OF HEALTH

The health, wellbeing and productivity of your workforce are affected by socioeconomic factors. Based on current data from the Federal Agency for Healthcare Research and Quality[2], this analysis brings into focus the impact of these factors on your unique employee population, as well as next steps you can take in mitigating these impacts.



COMPENSATION

This analysis examines pay distributions for your organization in unique ways, such as:

- Are wages skewed by age, career stage or gender?
- Are employees able to comfortably live in the areas they work in based on their pay?

You can relate this data to your existing compensation strategy as you continually shape it to help recruit and retain the right talent.

Publicly available data from [1]www.bls.gov and [2]www.ahrq.com

Want insights customized to your workforce? It's easy!

Click below to provide just five data fields from your employee census and submit it to your Gallagher consultant.

COMPLETE FORM

Connect With Us

Firstname Lastname

Job Title
Team/practice area/division

Address
Address Line 2 (optional)
T: 123.456.7890
E: firstname_lastname@ajg.com

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Year

2022

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

All

Sample Benchmarking Report

Demographics

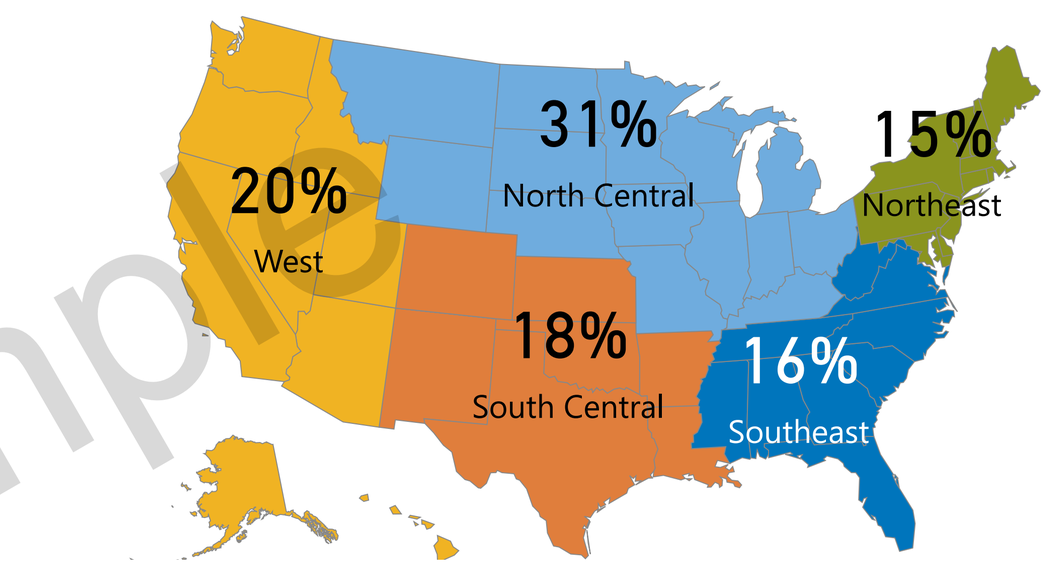
Gallagher

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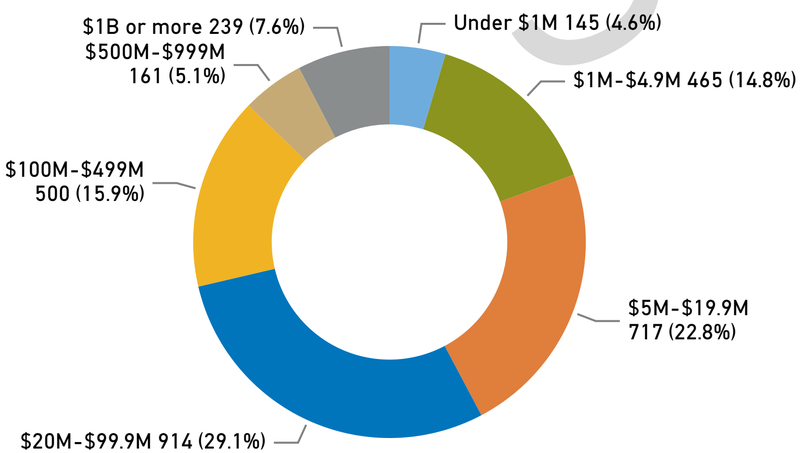
Participant Count Based on the Current Selections

4,014

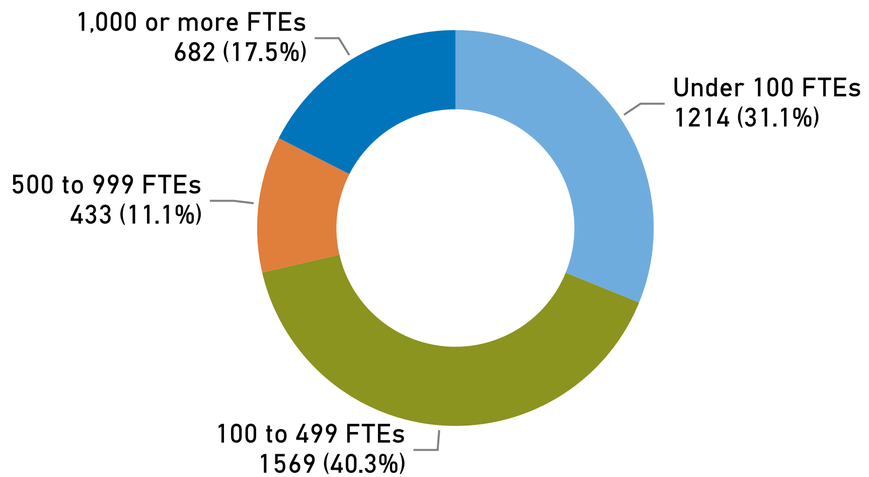
Survey Regions



Annual Operating Revenue



Workforce Size - Domestic Full-Time Employees



Sample

Year

2022

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

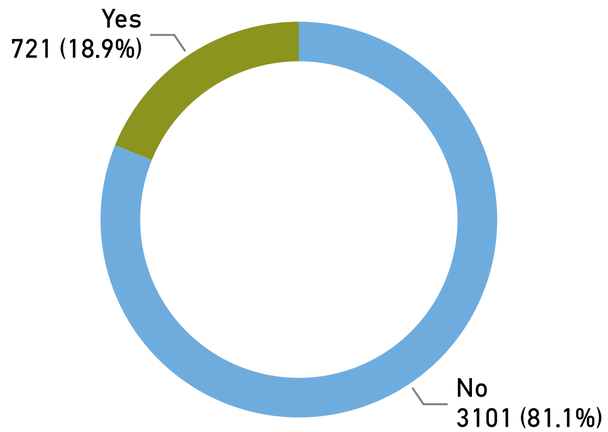
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Demographics

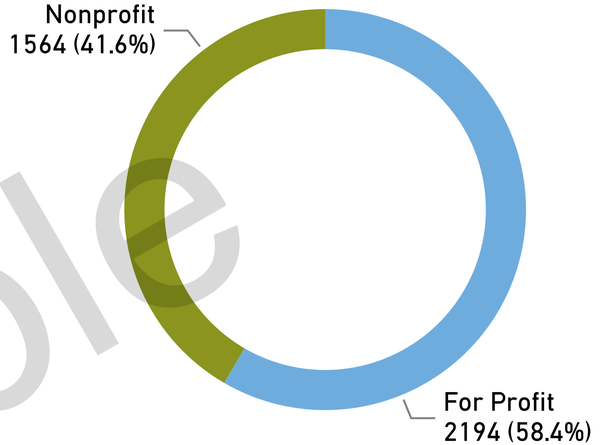
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Workforce Unionized



Organization Type



Sample

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

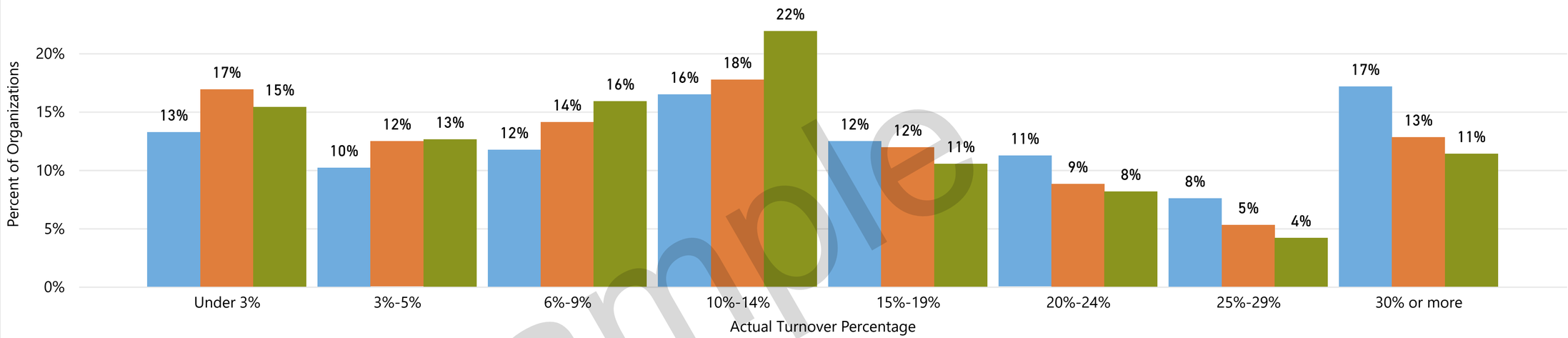
All

Actual Turnover

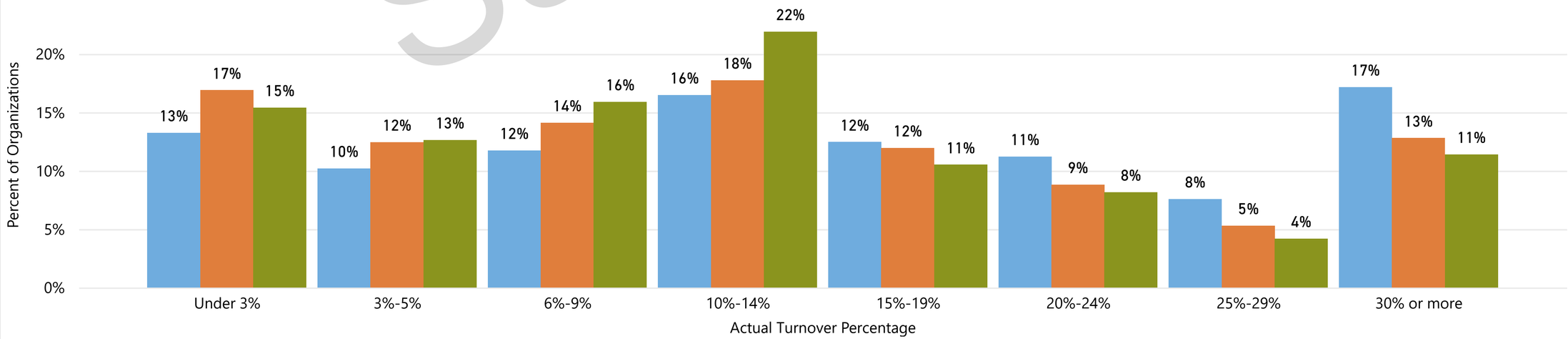
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Actual FTE turnover rate by year - custom



Actual FTE turnover rate by year - all



Sample

Region
All

State
All

City
All

FTE Group
All

Primary Industry
All

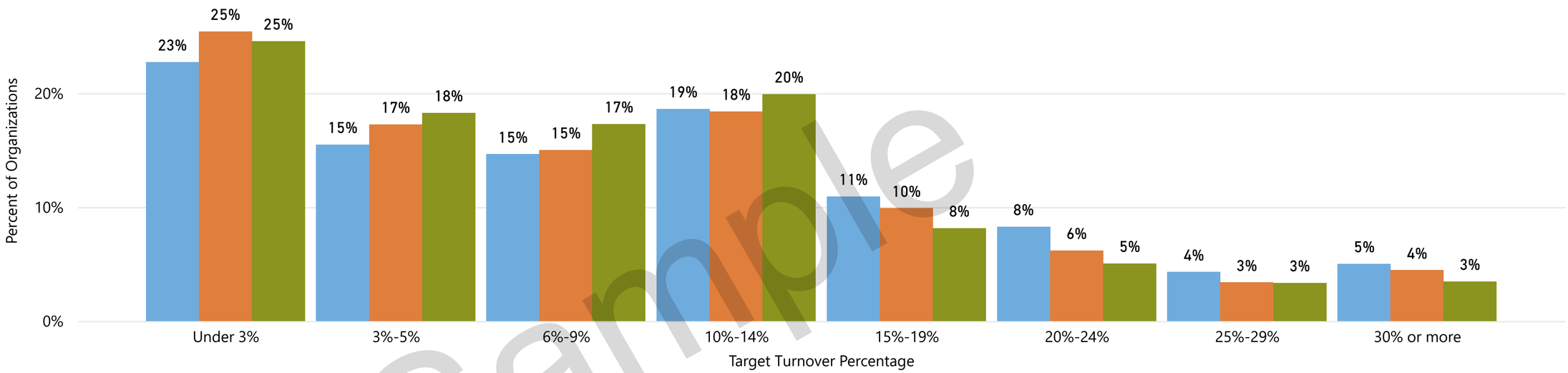
Sub-Industry
All

Type
All

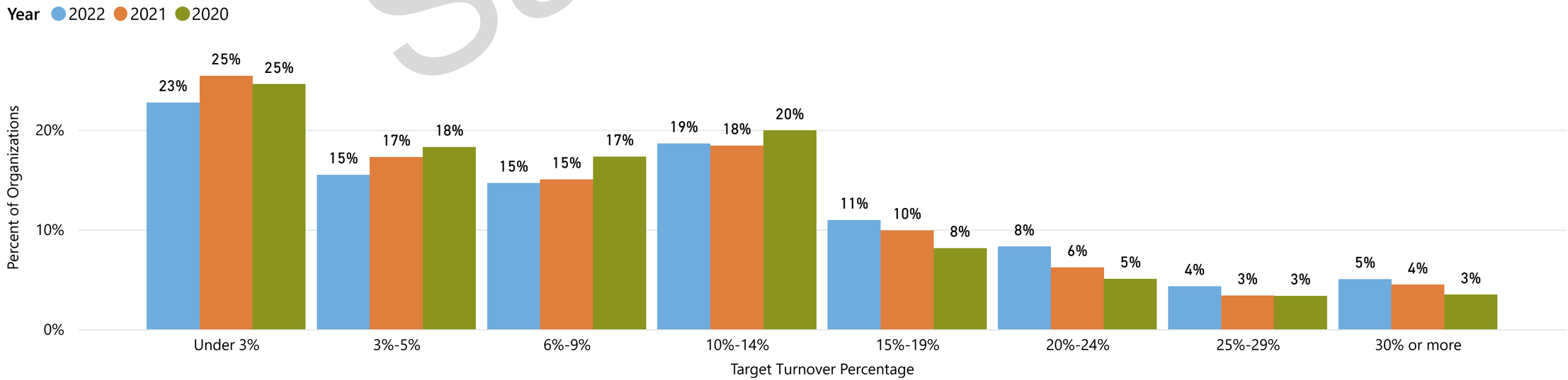
Target Turnover

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Target FTE turnover rate by year - custom



Target FTE turnover rate by year - all



Sample

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

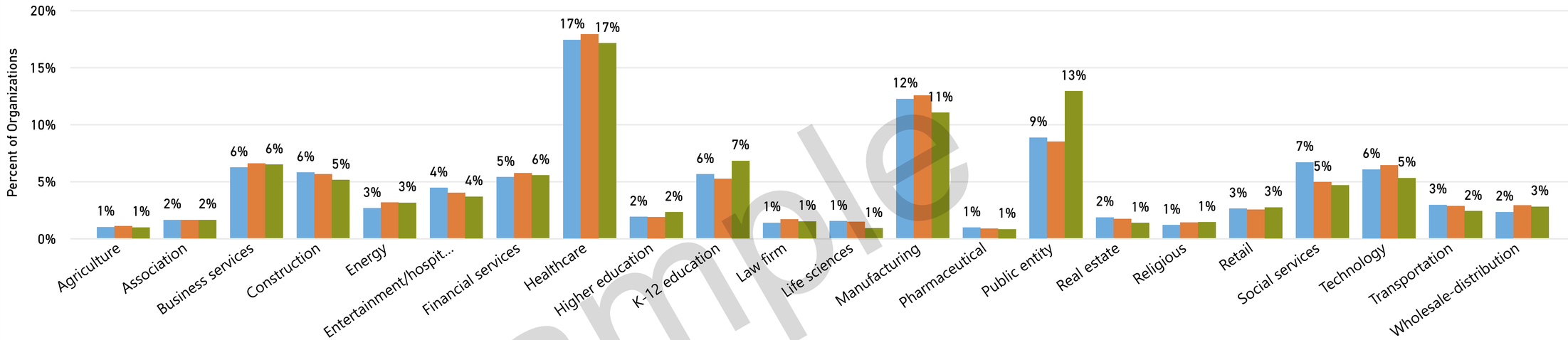
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Primary Industry and Respondent Title

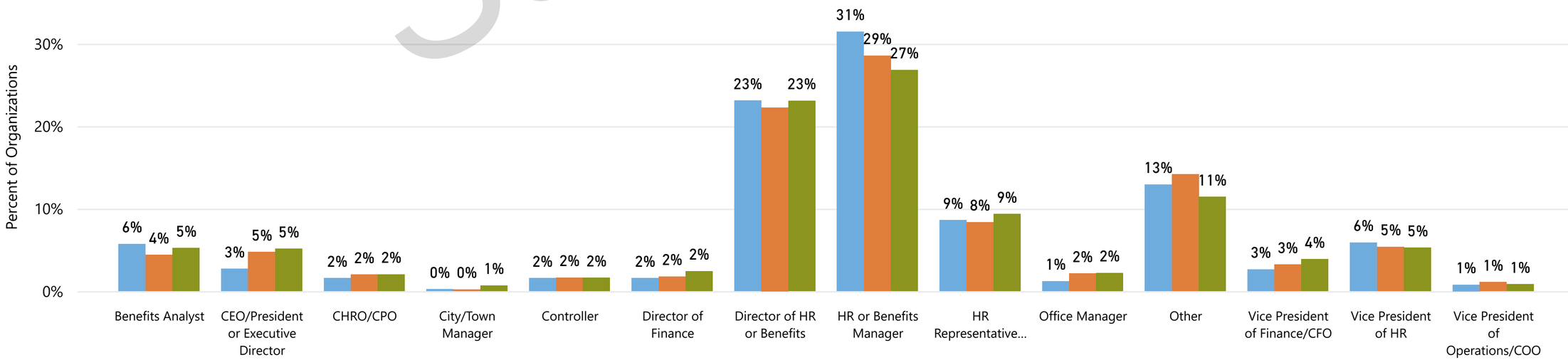
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Primary industry by year



Respondent titles by year



Sample

Region
All

State
All

City
All

FTE Group
All

Primary Industry
All

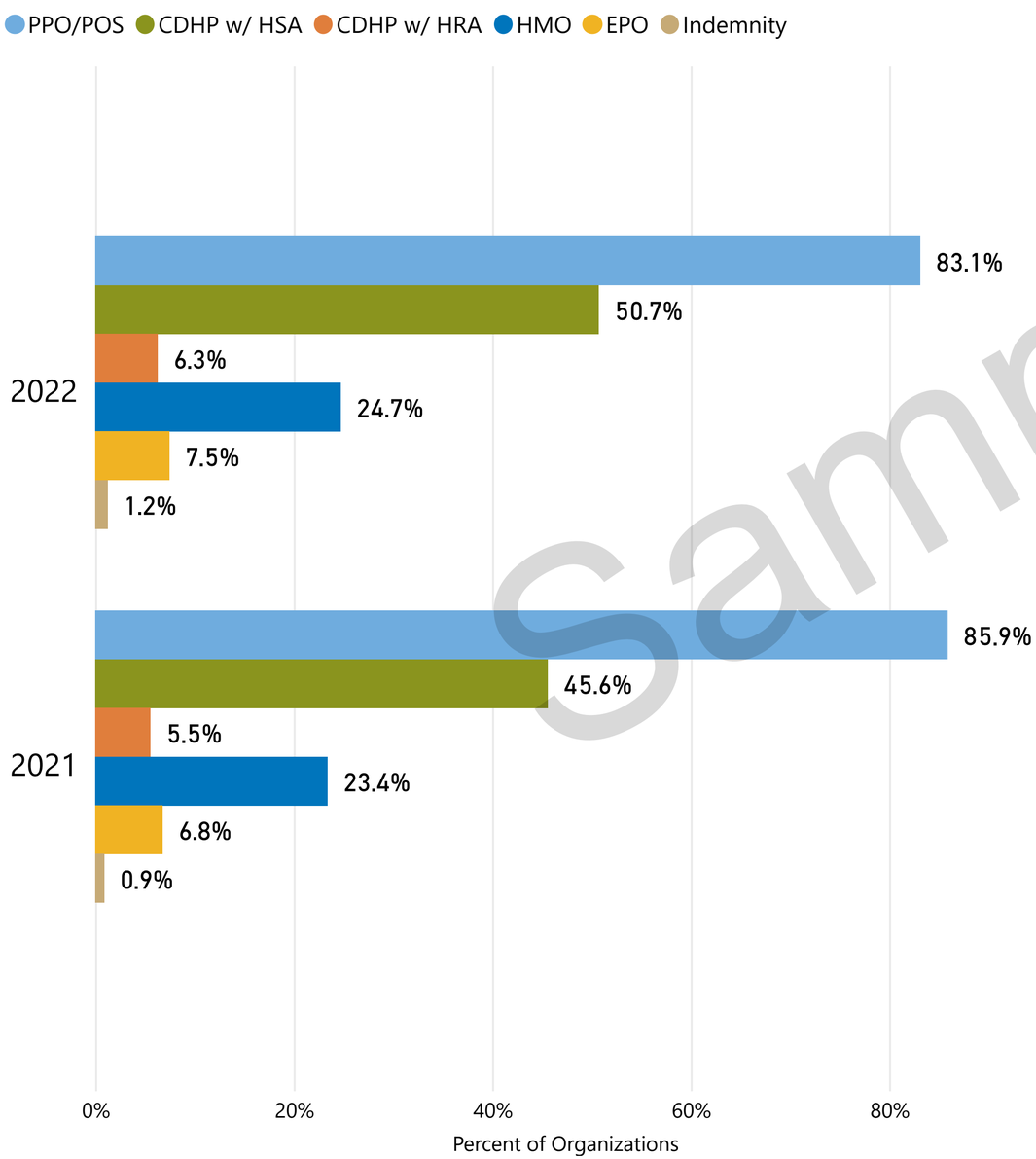
Sub-Industry
All

Type
All

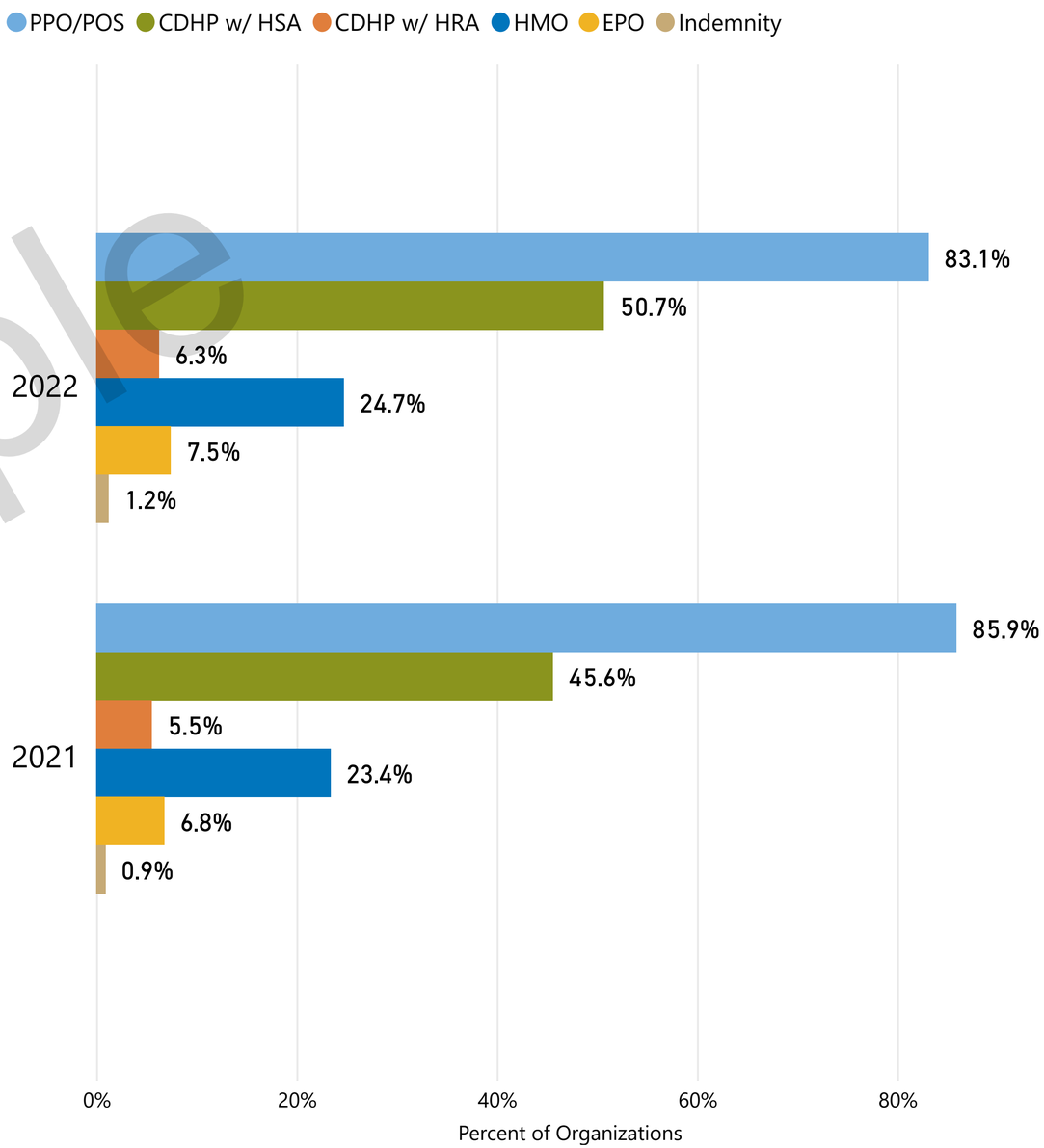
Medical Plans Offered

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Medical plans offered - custom



Medical plans offered - all



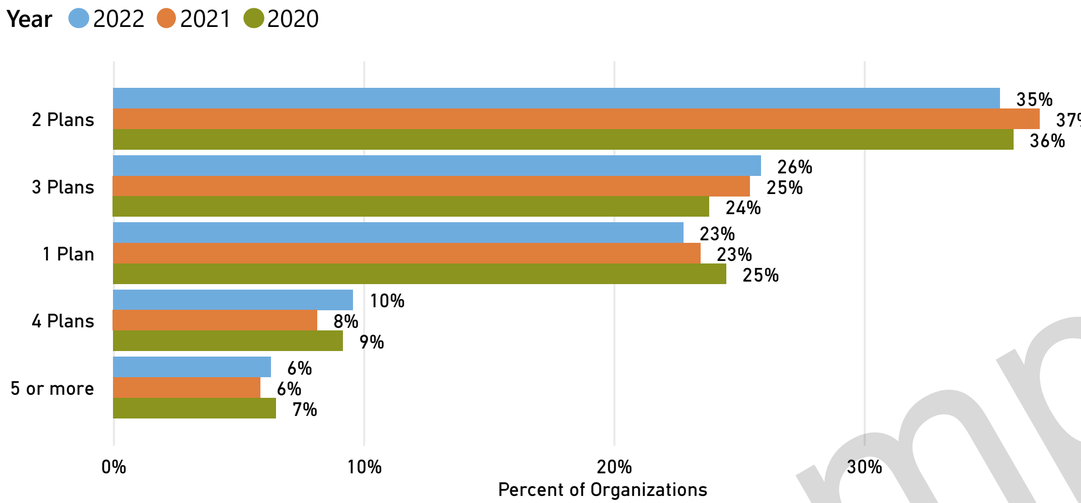
Sample

Region
All
State
All
City
All
FTE Group
All
Primary Industry
All
Sub-Industry
All
Type
All

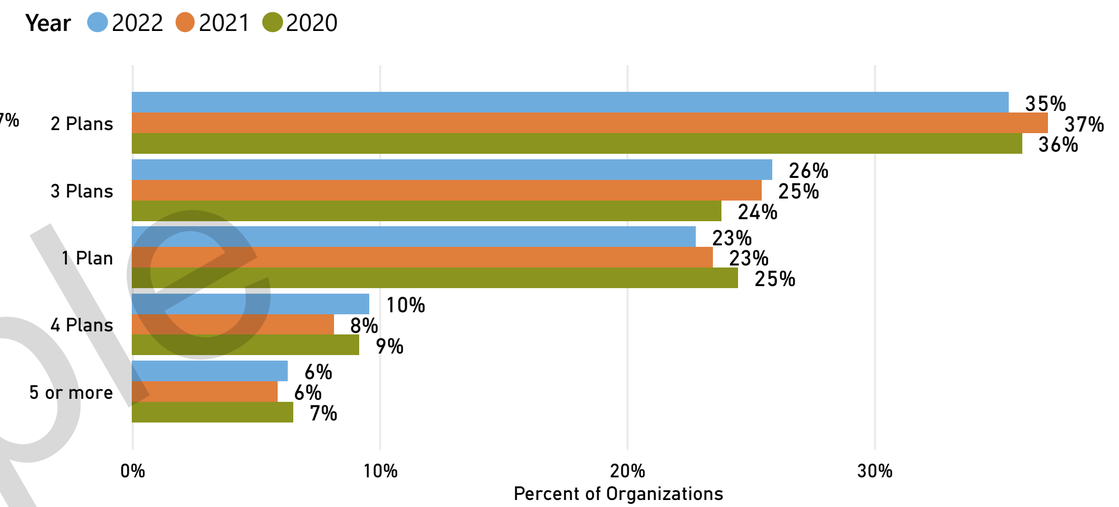
Medical Plan Overview

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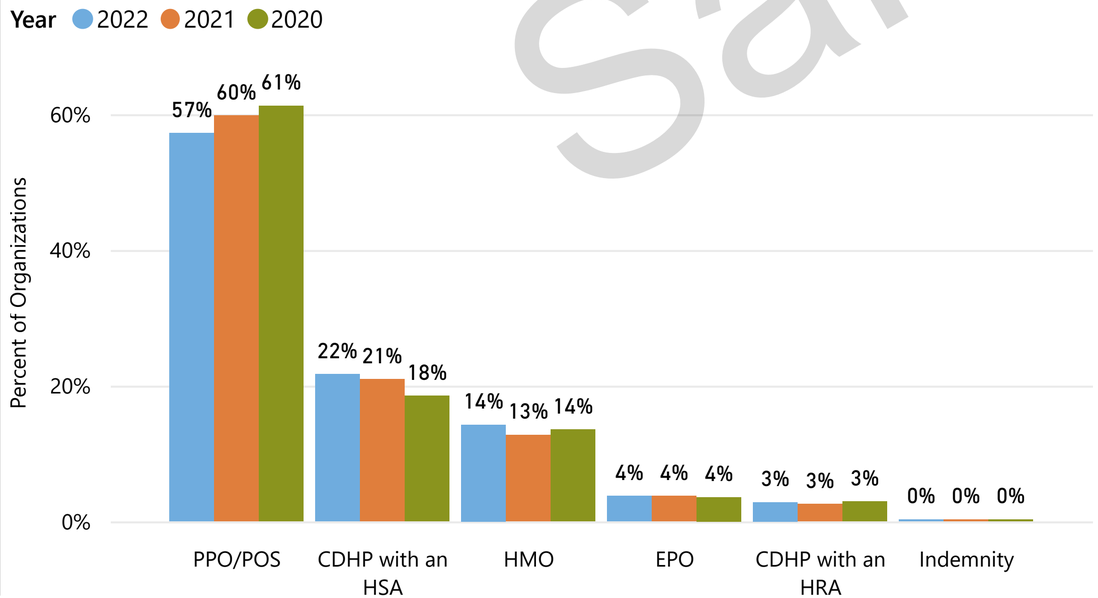
Number of medical plans offered - custom



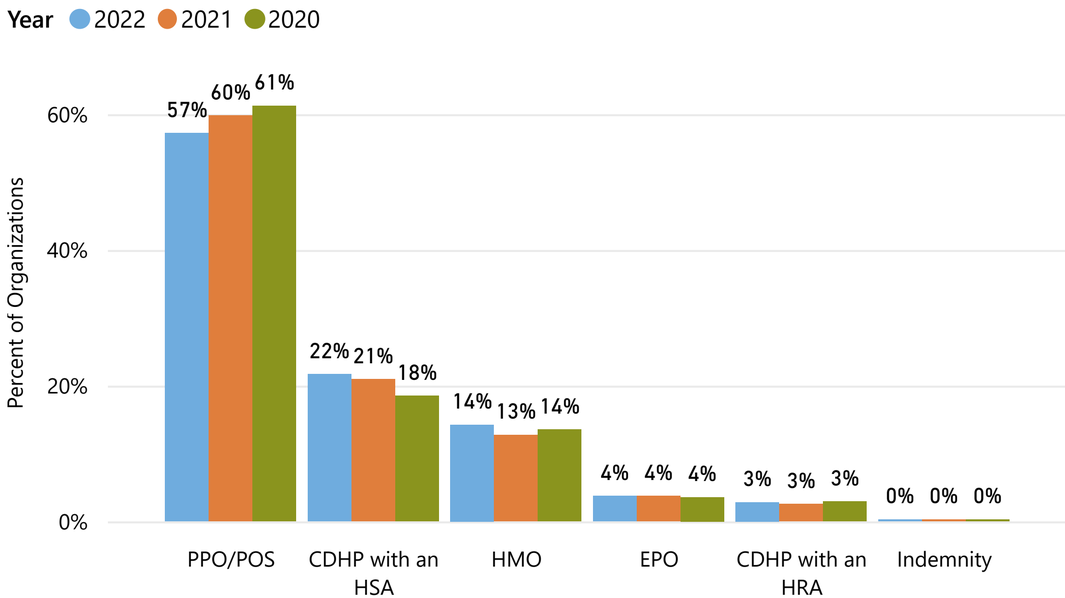
Number of medical plans offered - all



Plan with highest enrollment - custom



Plan with highest enrollment - all



Sample

Year

2022

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

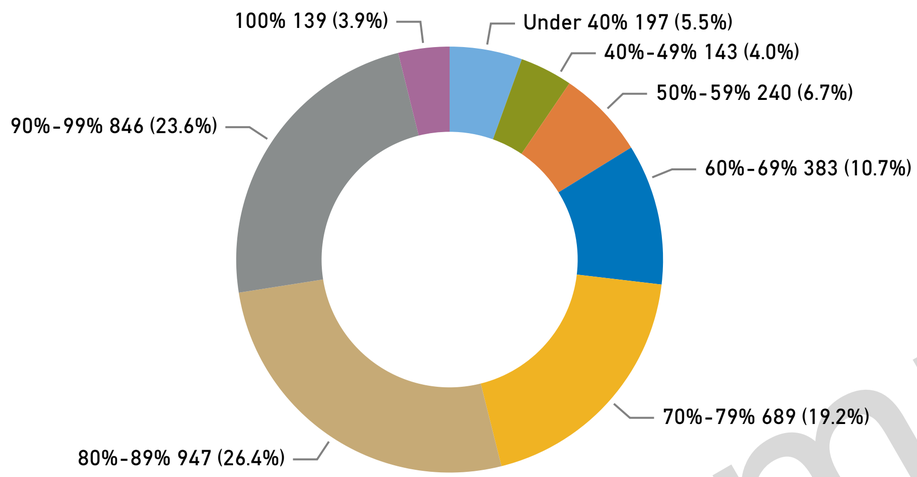
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Medical Plan Details

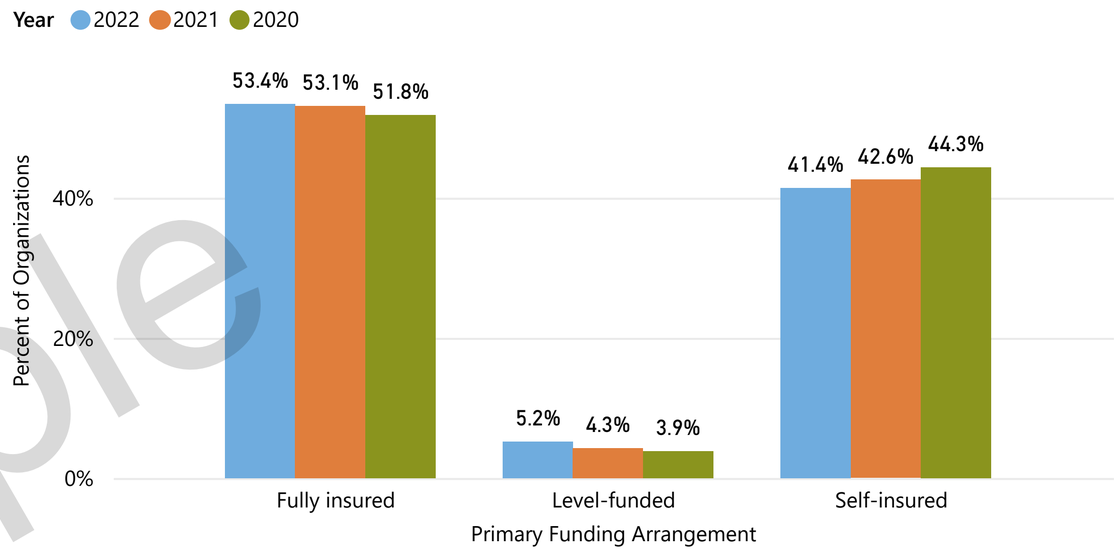
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Percentage of your eligible employees enrolled in your medical plans



Primary funding arrangement by year



Sample

Year

2022

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

All

Cost Share Factors

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Contributions do not vary

58.5%

Other

10.9%

Wellbeing initiative or wellness program participation

10.7%

Per dependent charge

11.6%

Salary

9.8%

Completion of health risk assessment

6.3%

Job grade

7.2%

Are employee medical plan contributions based on any of the following factors for full-time employees?



Sample

Client Inputs

Individual Premium Share

0%

Family Premium Share

0%

Individual Deductible

0

Family Deductible

0

Individual OOP Max

0

Family OOP Max

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

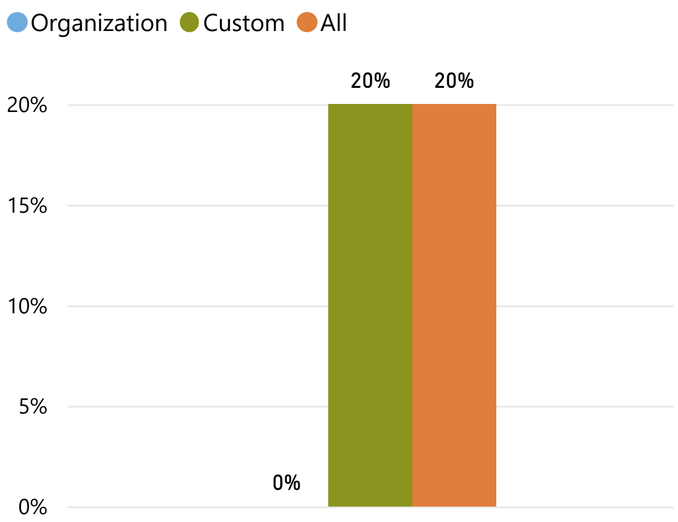
All

HMO Premium Share, Deductibles and Out of Pocket Maximums

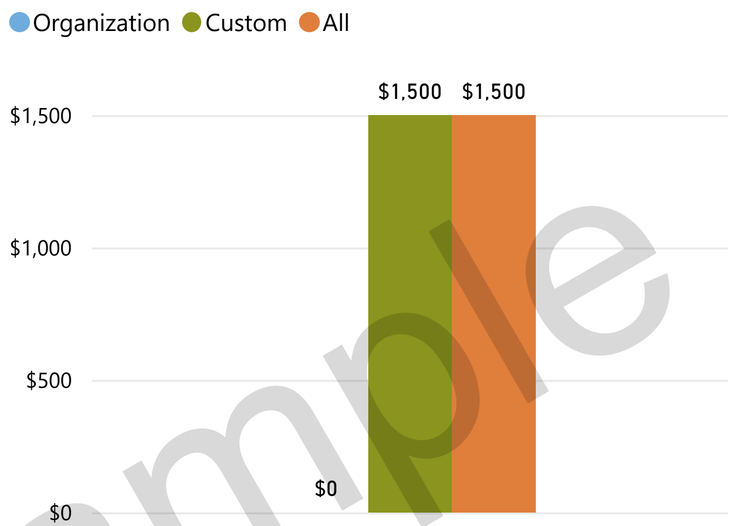
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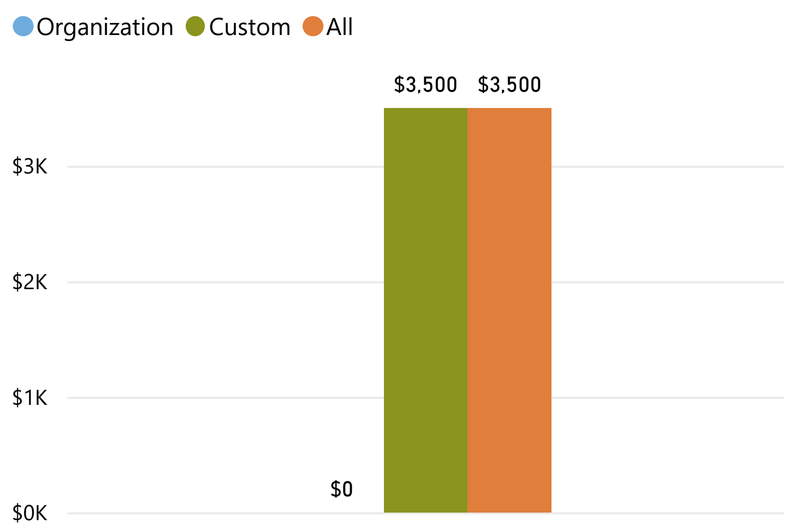
Individual Premium Share



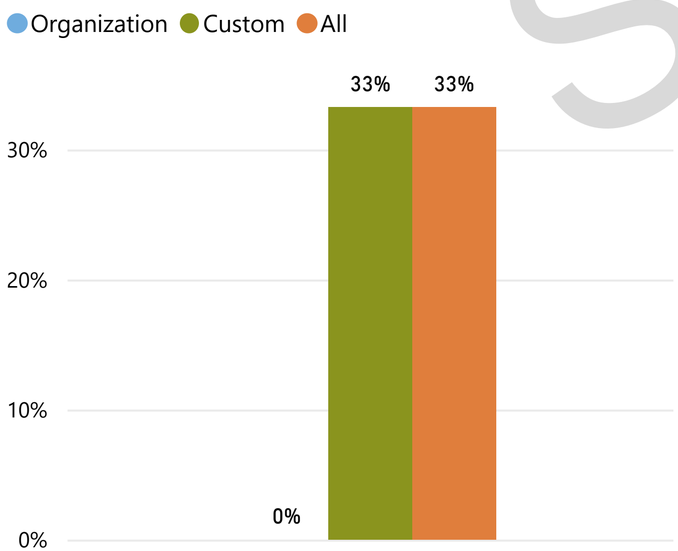
Individual Deductible



Individual Out of Pocket Maximum



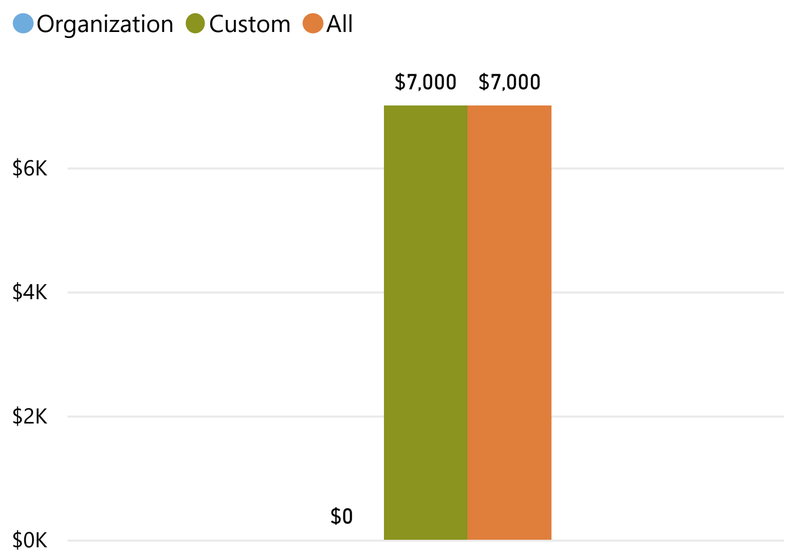
Family Premium Share



Family Deductible



Family Out of Pocket Maximum



Sample

Client Inputs

Coinsurance

0%

Individual COBRA Rate

0

Family COBRA Rate

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

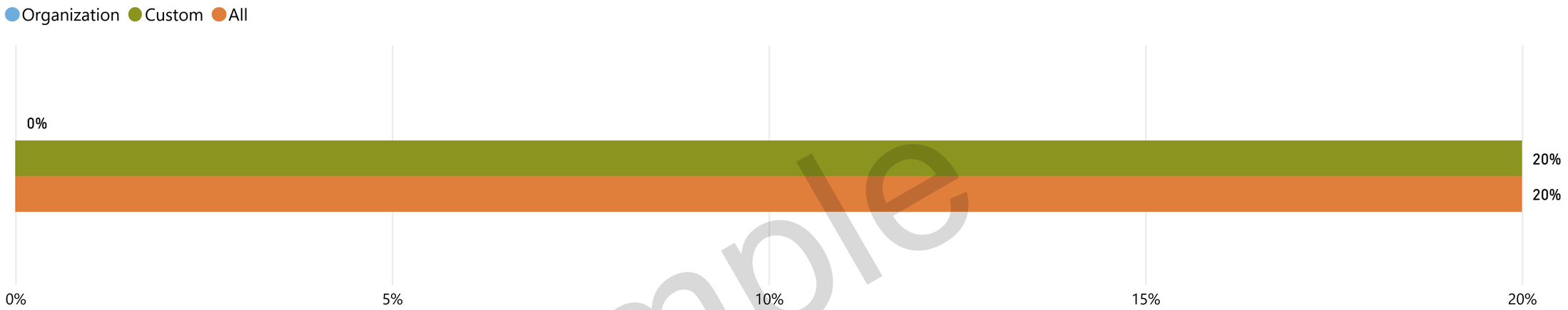
All

HMO Coinsurance and COBRA Rates

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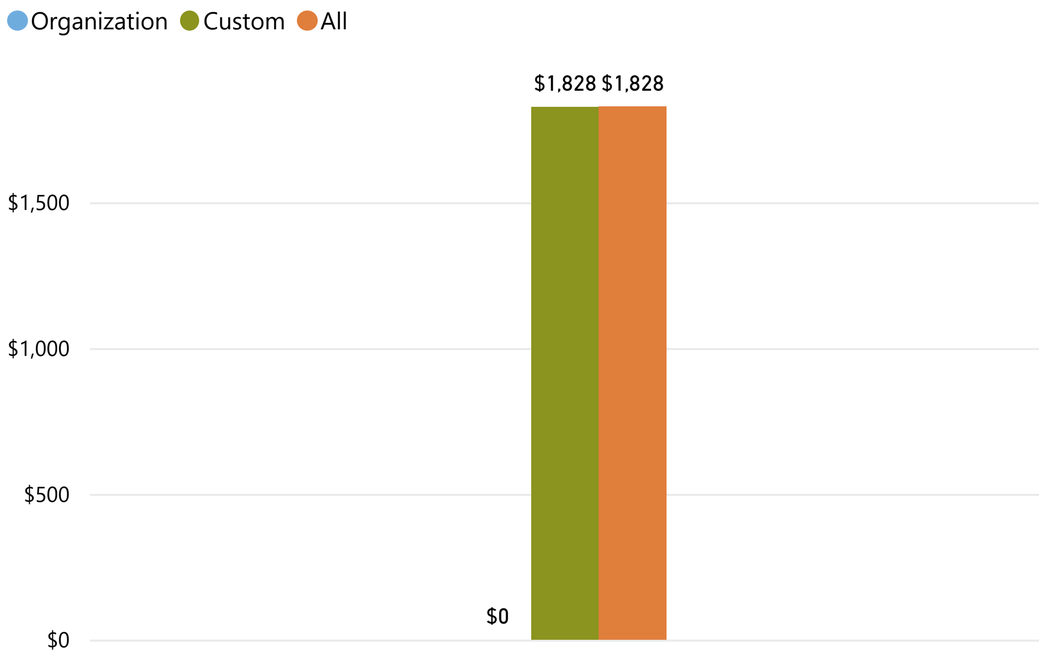
Coinsurance



Individual COBRA Rate



Family COBRA Rate



Sample

Client Inputs

Office Copayment

0

Specialist Copayment

0

ER Copayment

0

Urgent Care Copayment

0

Telemedicine Copayment

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

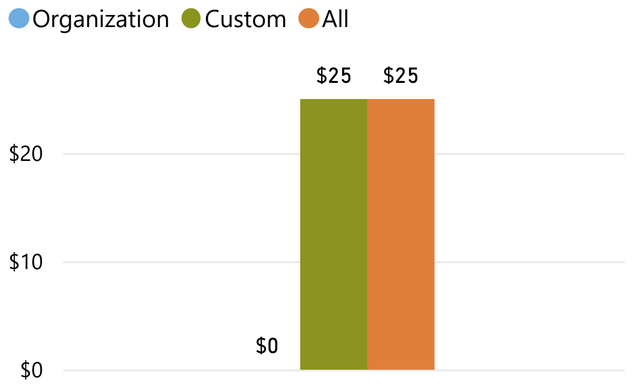
All

HMO Copayments

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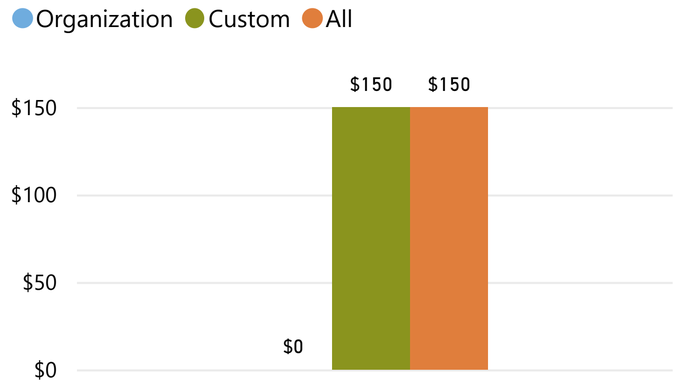
Office Copayment



Specialist Copayment



ER Copayment



Urgent Care Copayment



Telemedicine Copayment



Sample

Client Inputs

Individual Premium Share

0%

Family Premium Share

0%

Individual Deductible

0

Family Deductible

0

Individual OOP Max

0

Family OOP Max

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

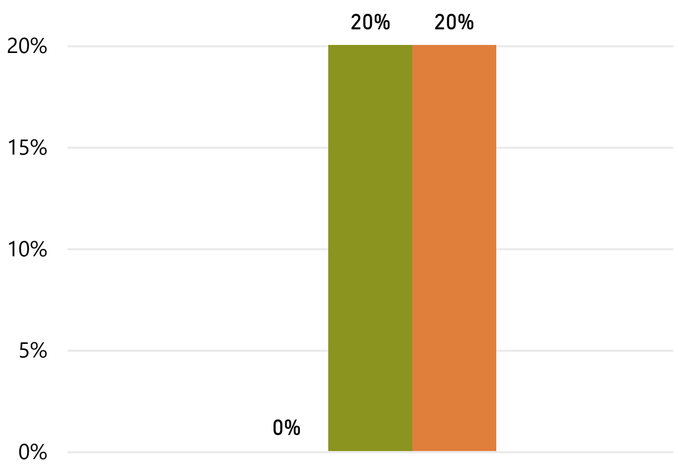
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PPO/POS Premium Share, Deductibles and Out of Pocket Maximums

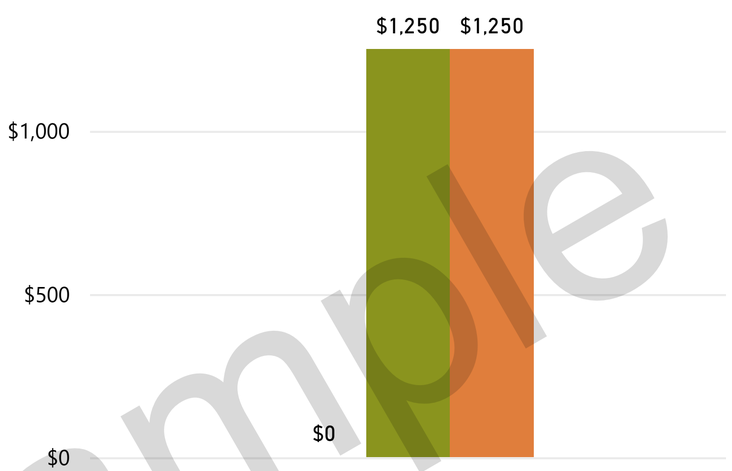
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Individual Premium Share



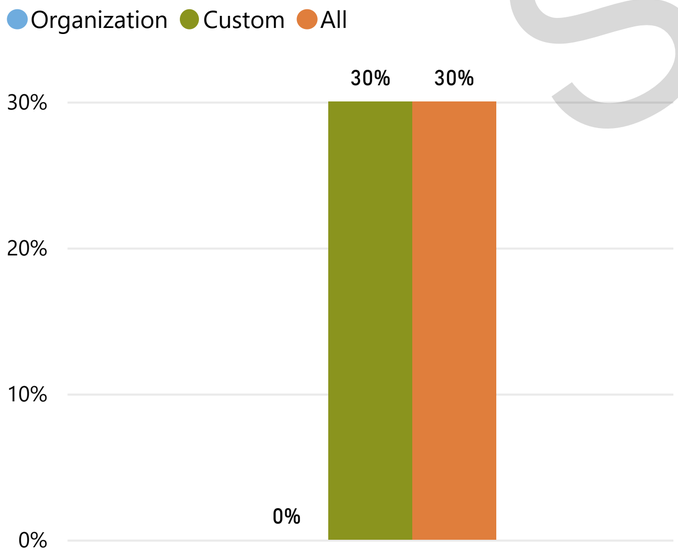
Individual Deductible



Individual Out of Pocket Maximum



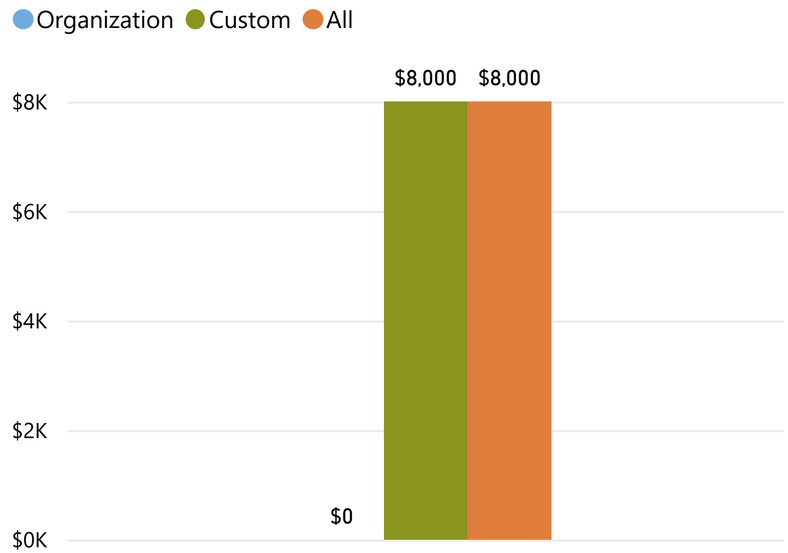
Family Premium Share



Family Deductible



Family Out of Pocket Maximum



Sample

Client Inputs

Coinsurance

0%

Individual COBRA Rate

0

Family COBRA Rate

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

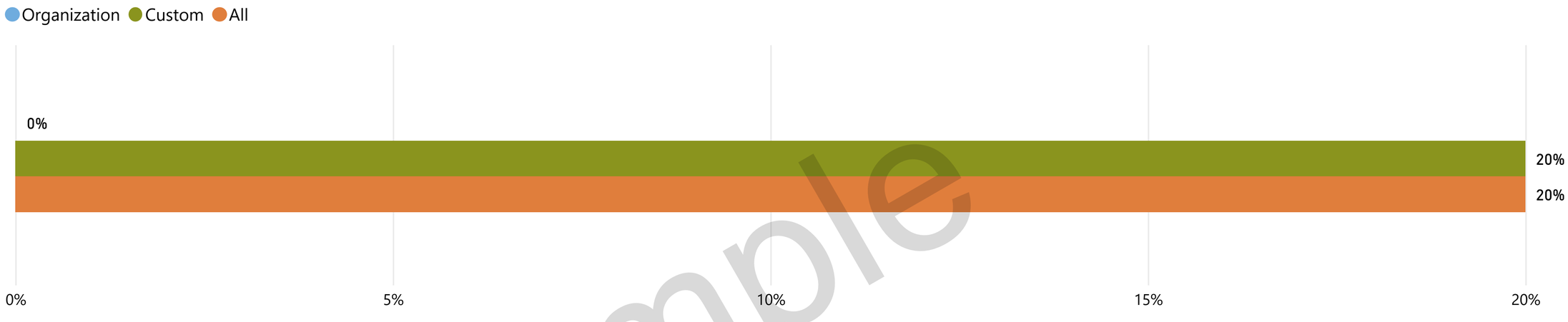
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PPO/POS Coinsurance and COBRA Rates

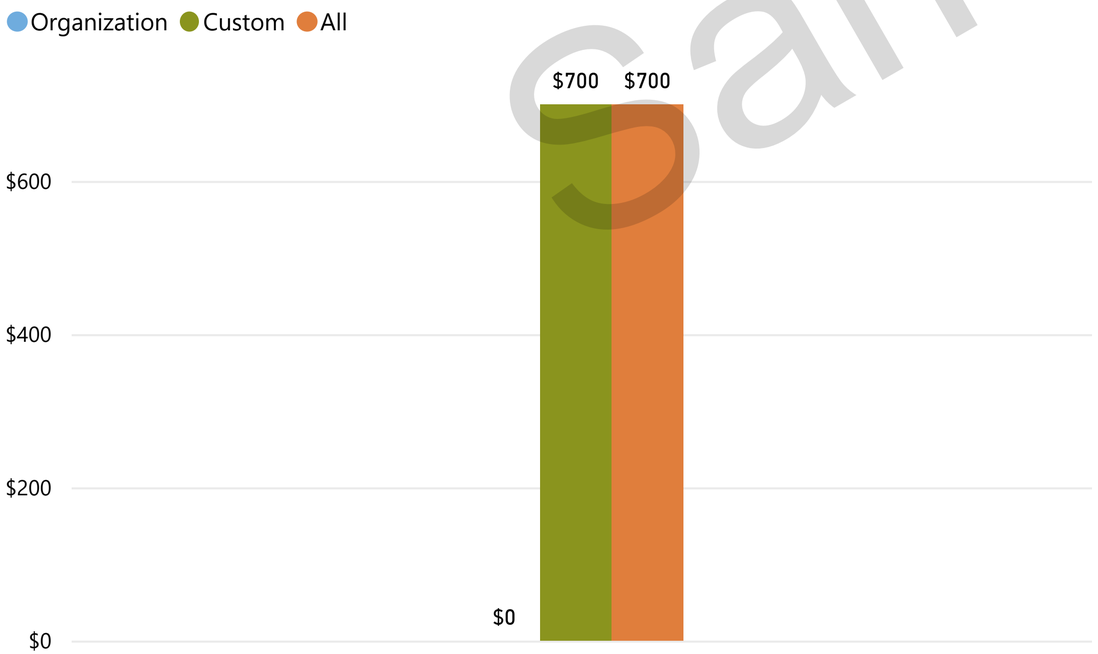
Gallagher

Insurance | Risk Management | Consulting

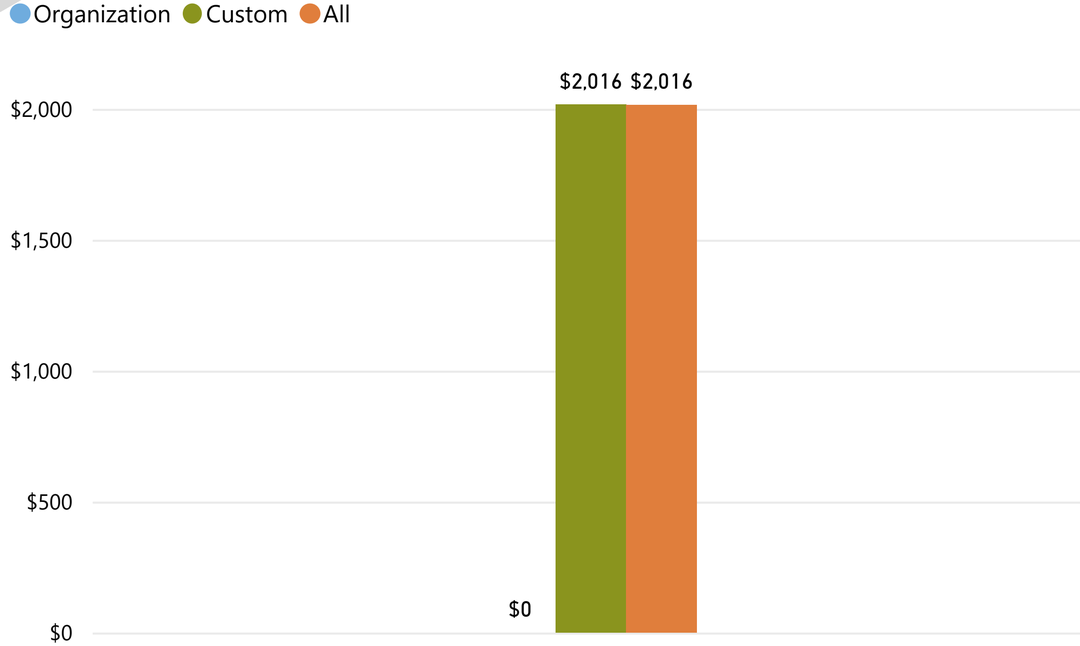
Coinsurance



Individual COBRA Rate



Family COBRA Rate



Sample

Client Inputs

Office Copayment

0

Specialist Copayment

0

ER Copayment

0

Urgent Care Copayment

0

Telemedicine Copayment

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

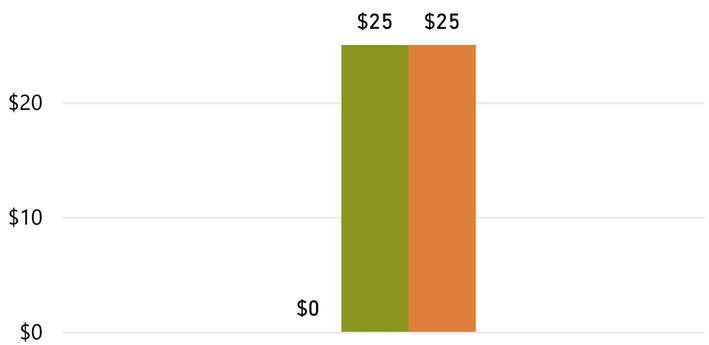
All

PPO/POS Copayments

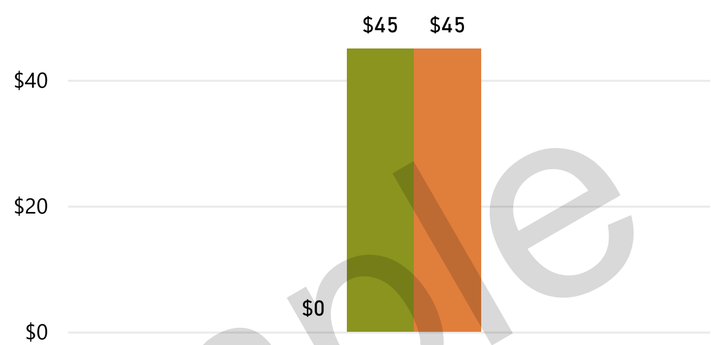
Gallagher

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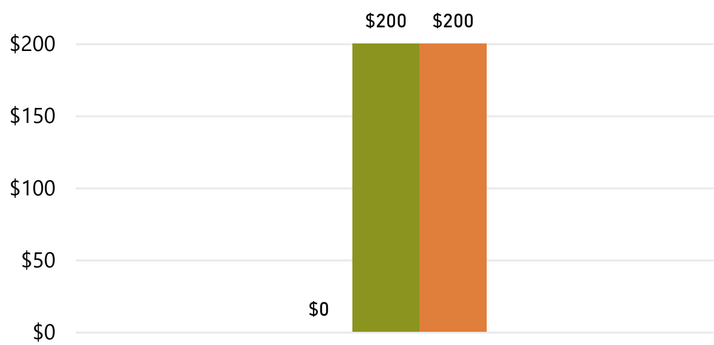
Office Copayment



Specialist Copayment



ER Copayment



Urgent Care Copayment



Telemedicine Copayment



Sample

Client Inputs

Individual Premium Share

0%

Family Premium Share

0%

Individual Deductible

0

Family Deductible

0

Individual OOP Max

0

Family OOP Max

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

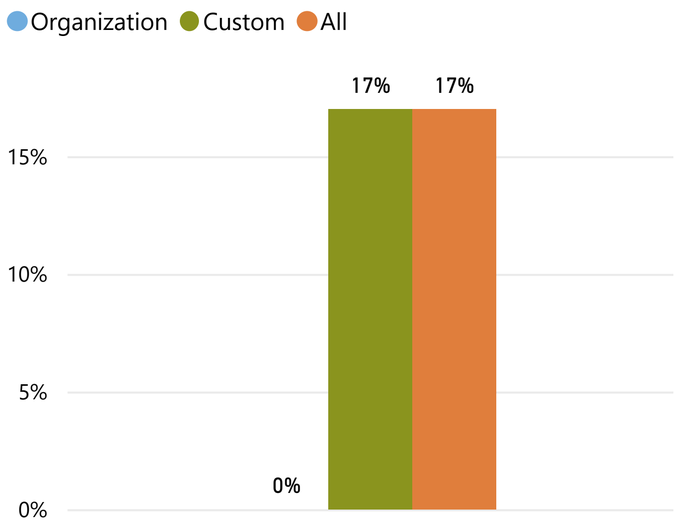
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EPO Premium Share, Deductibles and Out of Pocket Maximums

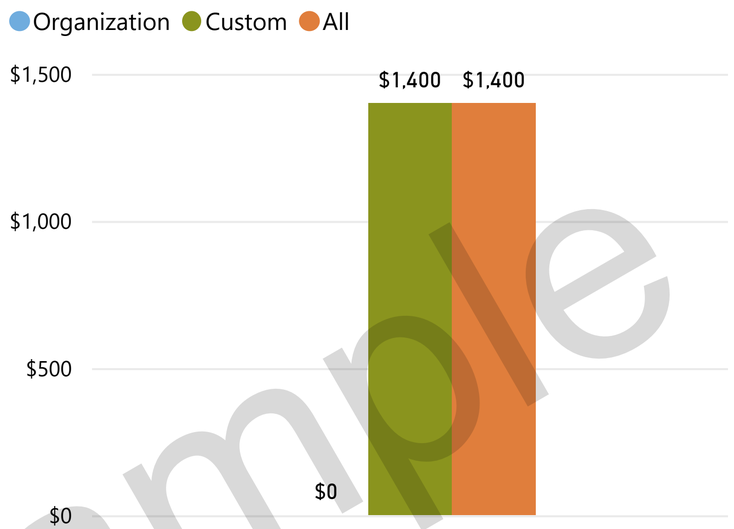
Gallagher

Insurance | Risk Management | Consulting

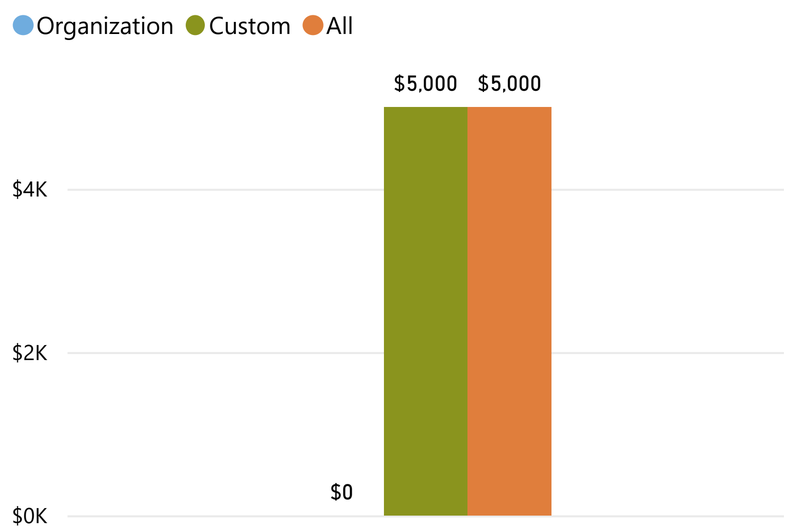
Individual Premium Share



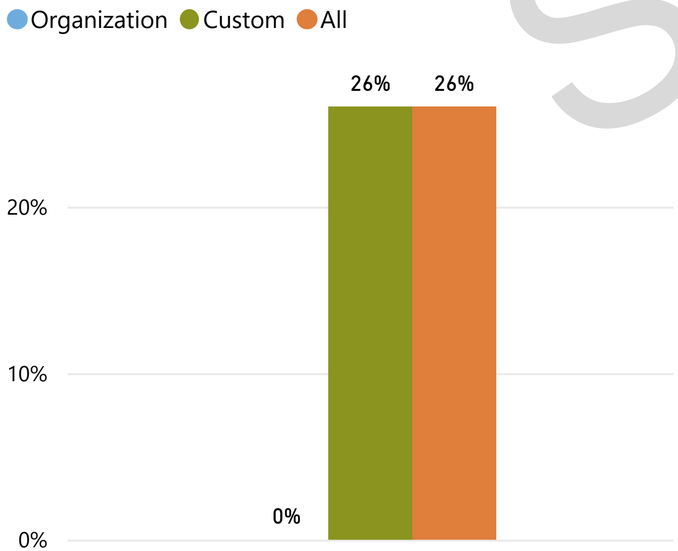
Individual Deductible



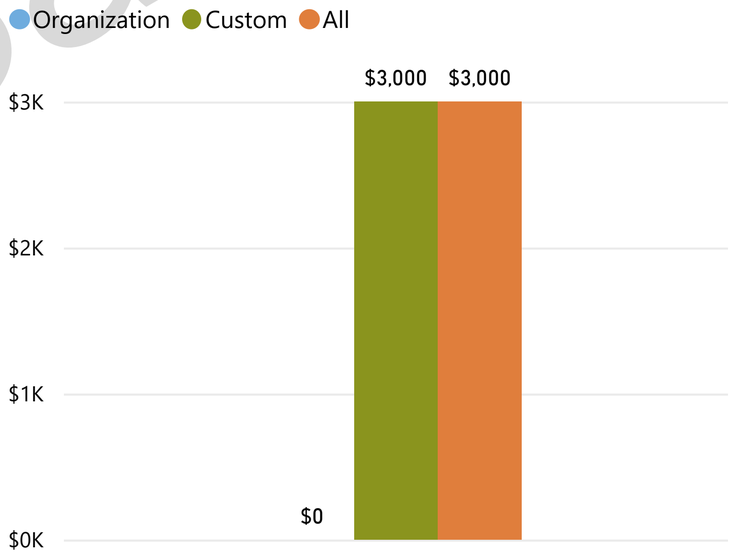
Individual Out of Pocket Maximum



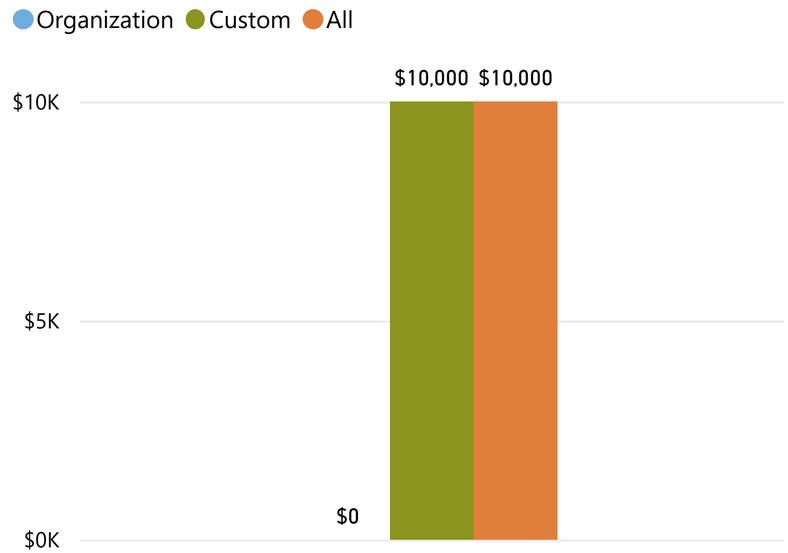
Family Premium Share



Family Deductible



Family Out of Pocket Maximum



Sample

Client Inputs

Coinsurance

0%

Individual COBRA Rate

0

Family COBRA Rate

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

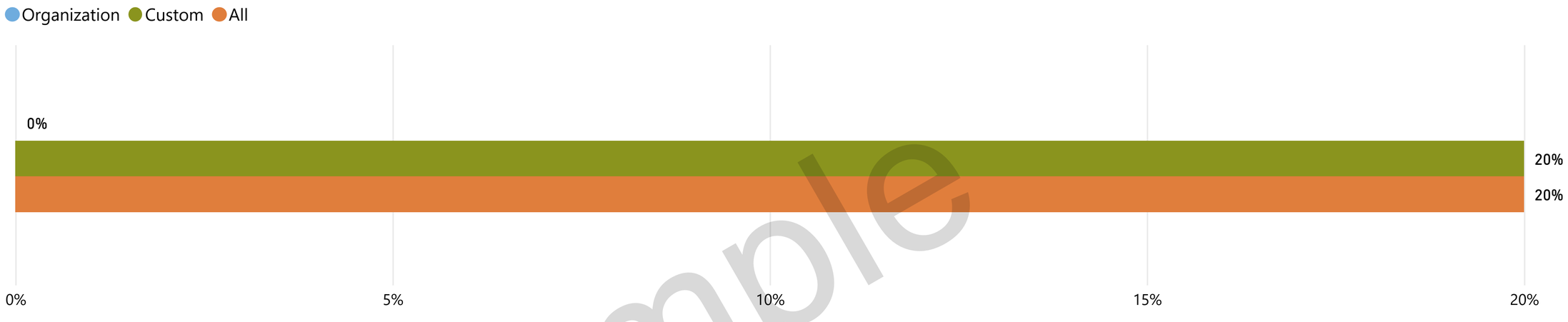
All

EPO Coinsurance and COBRA Rates

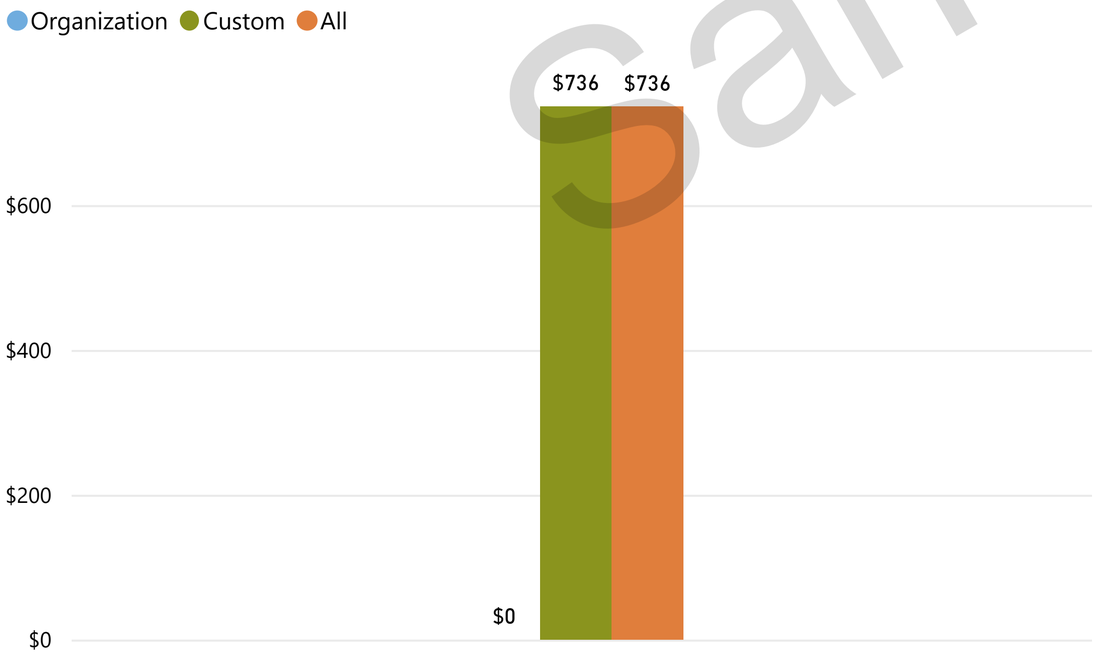
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Coinsurance



Individual COBRA Rate



Family COBRA Rate



Sample

Client Inputs

Office Copayment

0

Specialist Copayment

0

ER Copayment

0

Urgent Care Copayment

0

Telemedicine Copayment

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

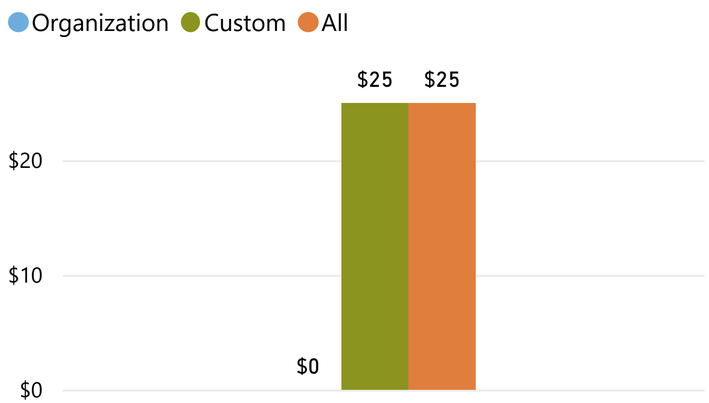
All

EPO Copayments

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Office Copayment



Specialist Copayment



ER Copayment



Urgent Care Copayment



Telemedicine Copayment



Sample

Client Inputs

Individual Premium Share

0%

Family Premium Share

0%

Individual Deductible

0

Family Deductible

0

Individual OOP Max

0

Family OOP Max

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

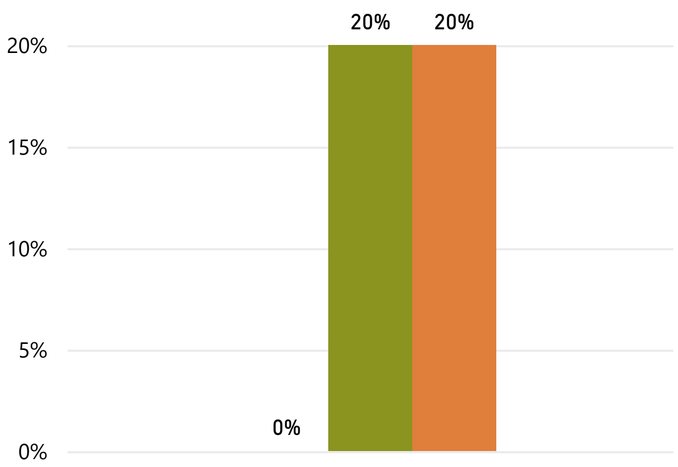
All

CDHP + HRA Premium Share, Deductibles and Out of Pocket Maximums

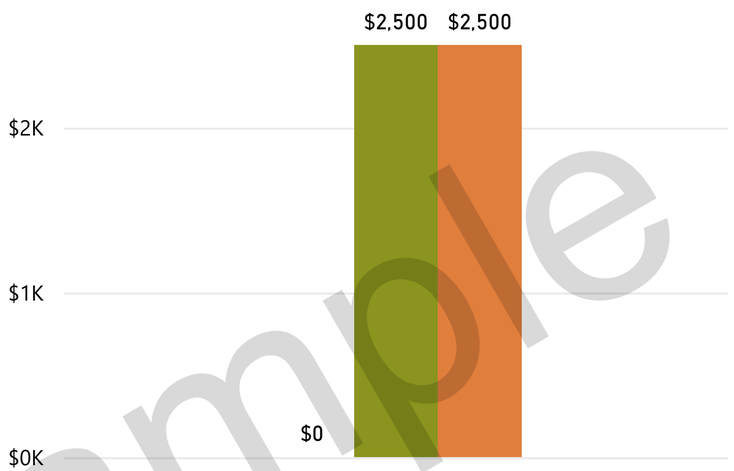
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Individual Premium Share



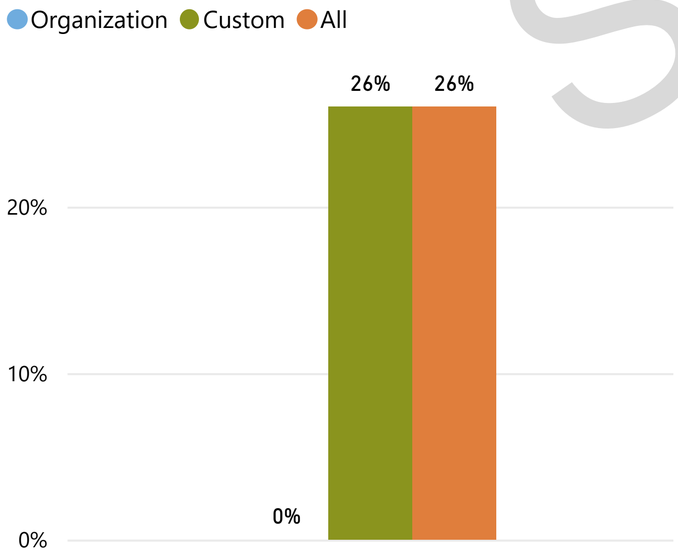
Individual Deductible



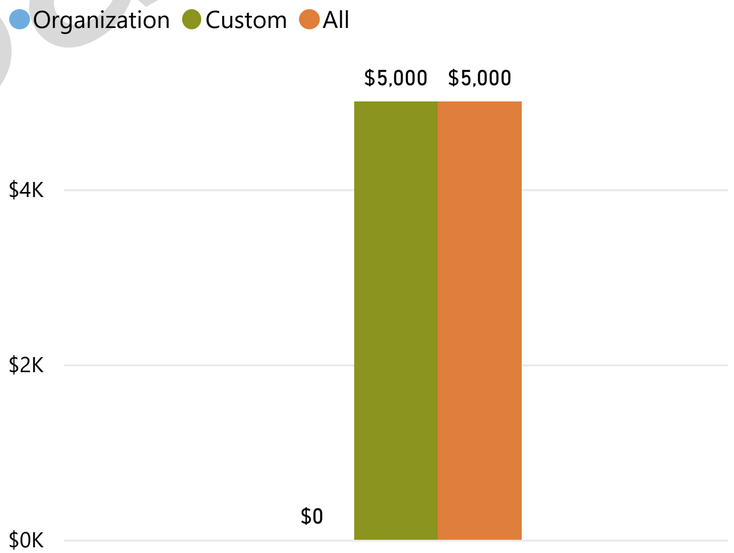
Individual Out of Pocket Maximum



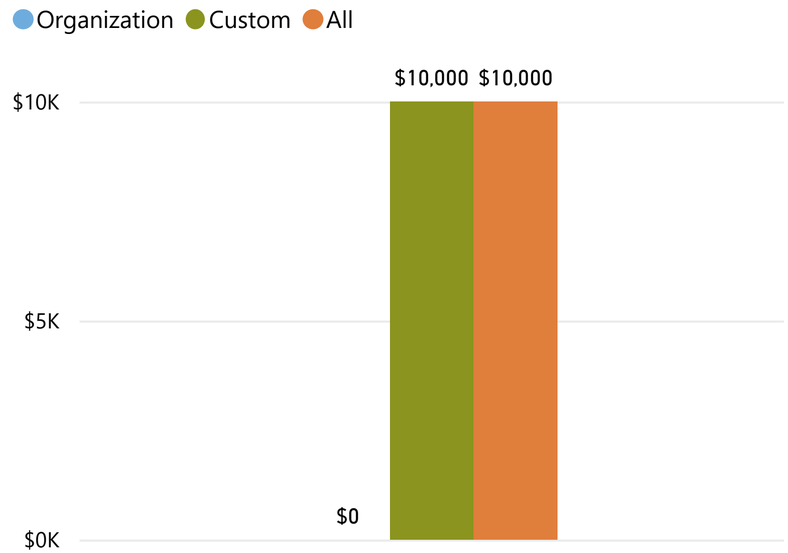
Family Premium Share



Family Deductible



Family Out of Pocket Maximum



Sample

Client Inputs

Coinsurance

0%

Individual COBRA Rate

0

Family COBRA Rate

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

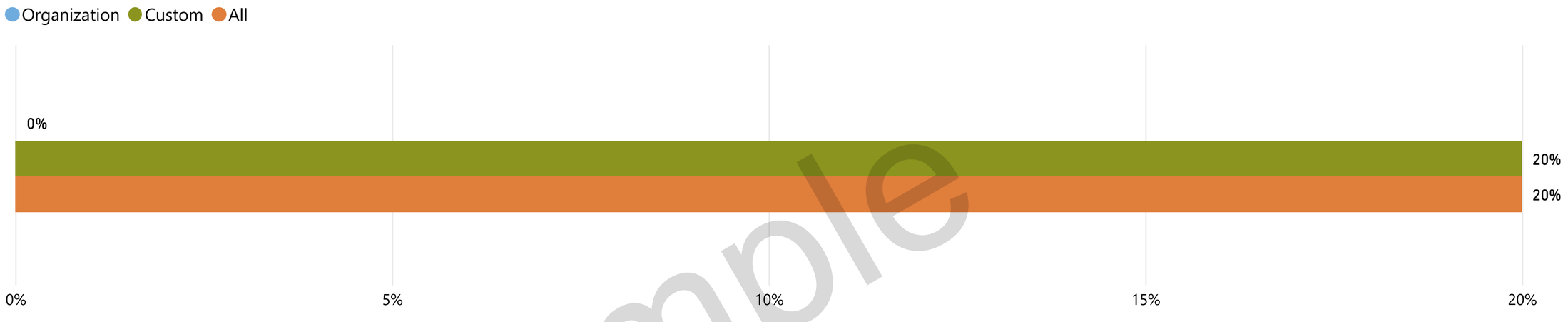
All

CDHP + HRA Coinsurance and COBRA Rates

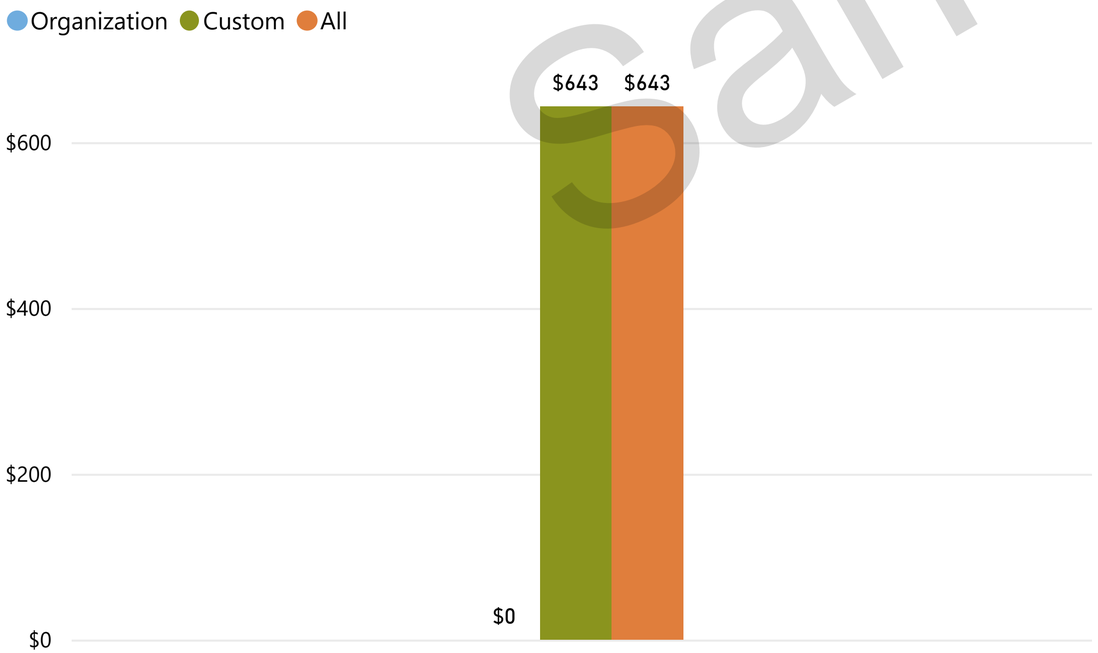
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Coinsurance



Individual COBRA Rate



Family COBRA Rate



Sample

Year

2022

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

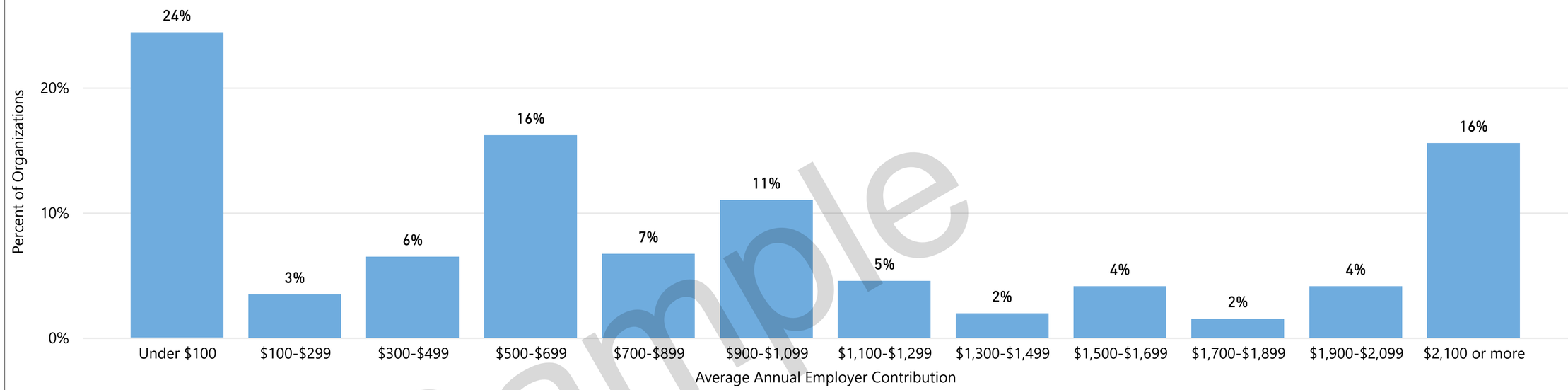
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Health Reimbursement Arrangements

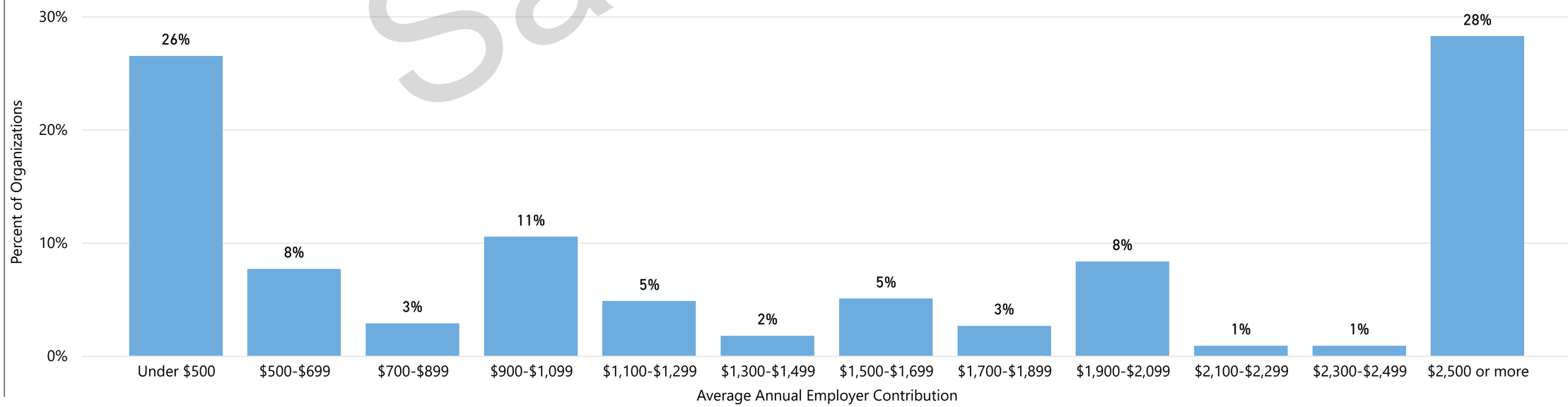
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What is the average annual employer HRA contribution for individual coverage?



What is the average annual employer HRA contribution for family coverage?



Sample

Client Inputs

Individual Premium Share

0%

Family Premium Share

0%

Individual Deductible

0

Family Deductible

0

Individual OOP Max

0

Family OOP Max

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

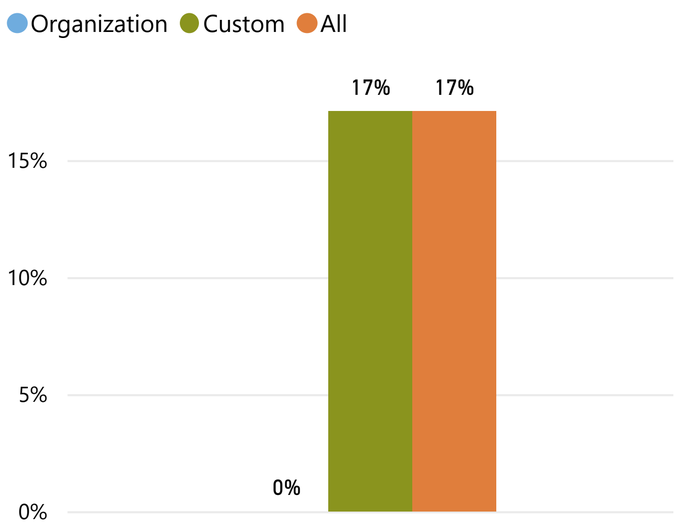
All

CDHP + HSA Premium Share, Deductibles and Out of Pocket Maximums

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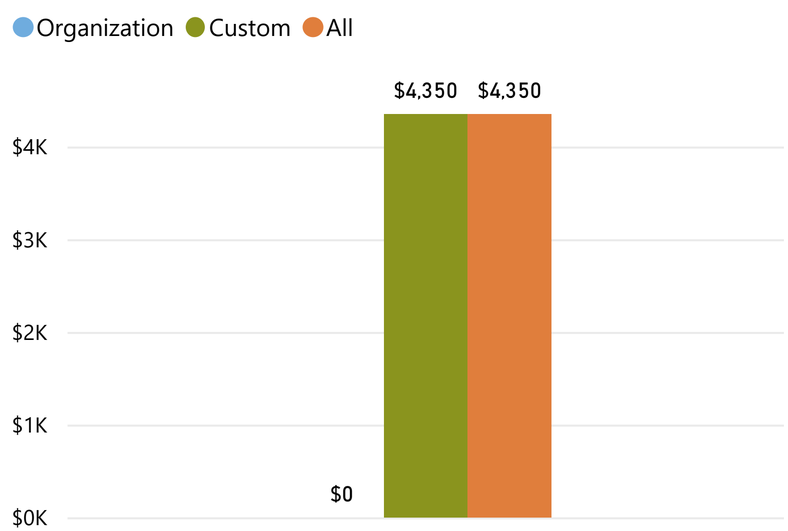
Individual Premium Share



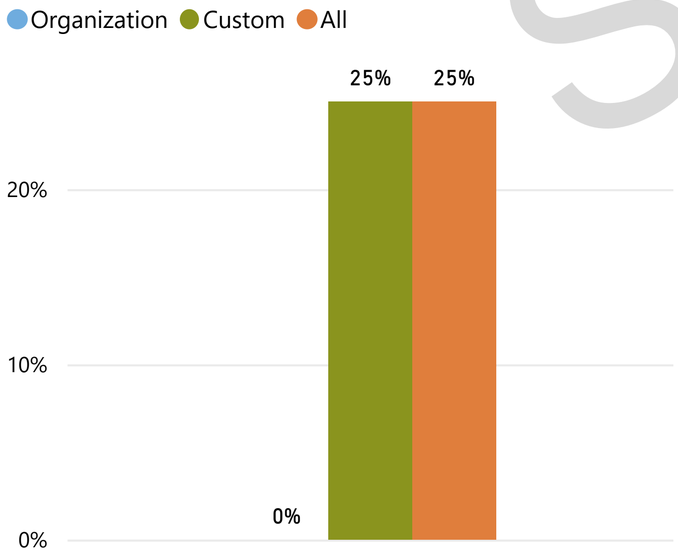
Individual Deductible



Individual Out of Pocket Maximum



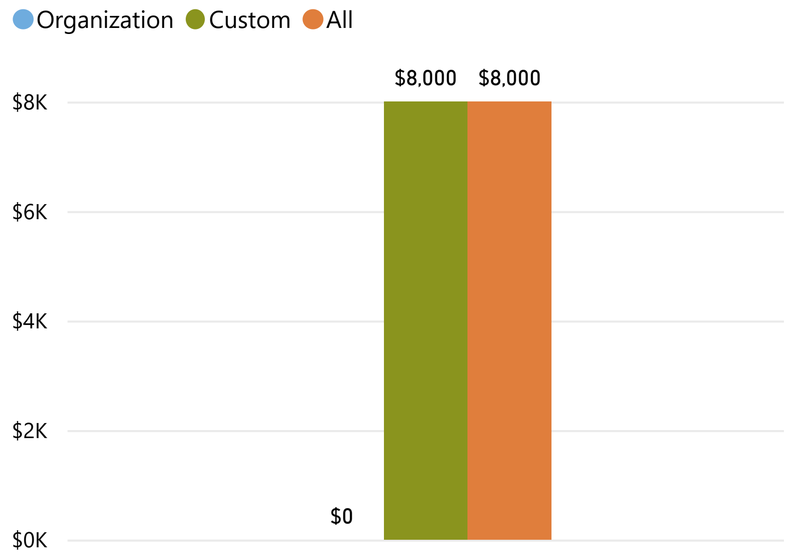
Family Premium Share



Family Deductible



Family Out of Pocket Maximum



Sample

Client Inputs

Coinsurance

0%

Individual COBRA Rate

0

Family COBRA Rate

0

Region

All

State

All

City

All

FTE Group

All

Primary Industry

All

Sub-Industry

All

Type

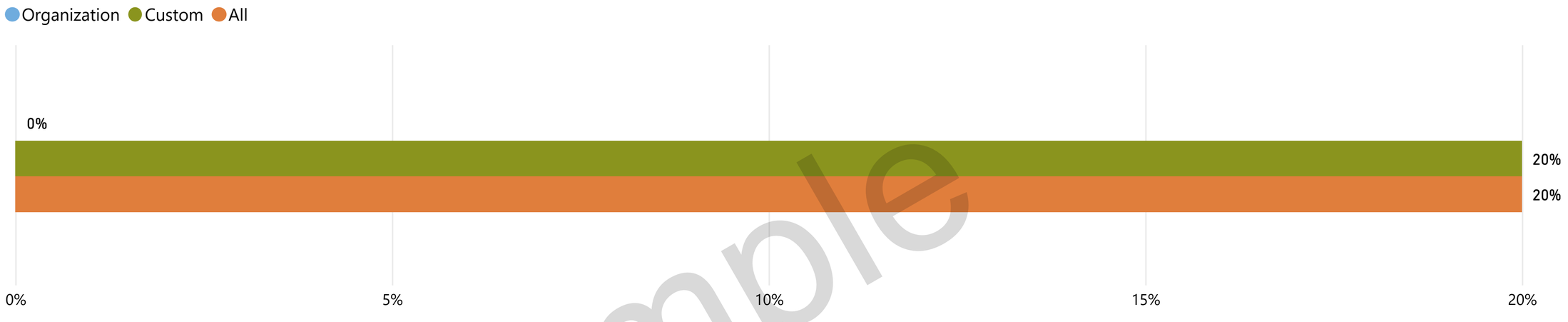
All

CDHP + HSA Coinsurance and COBRA Rates

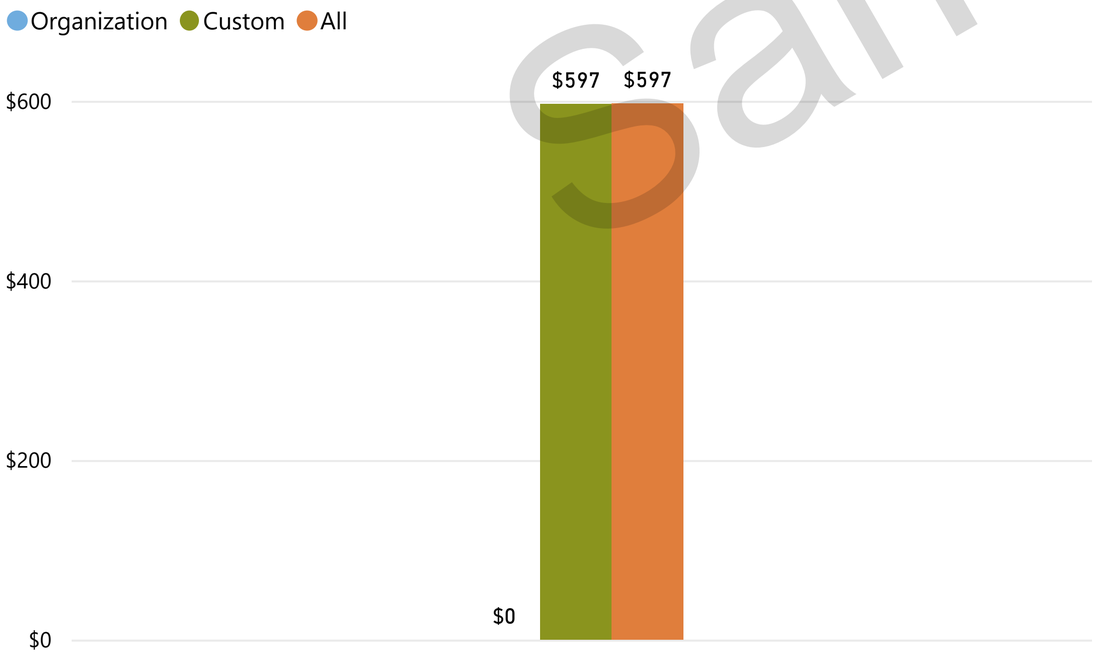
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Coinsurance



Individual COBRA Rate



Family COBRA Rate



Sample

Region
All

State
All

City
All

FTE Group
All

Primary Industry
All

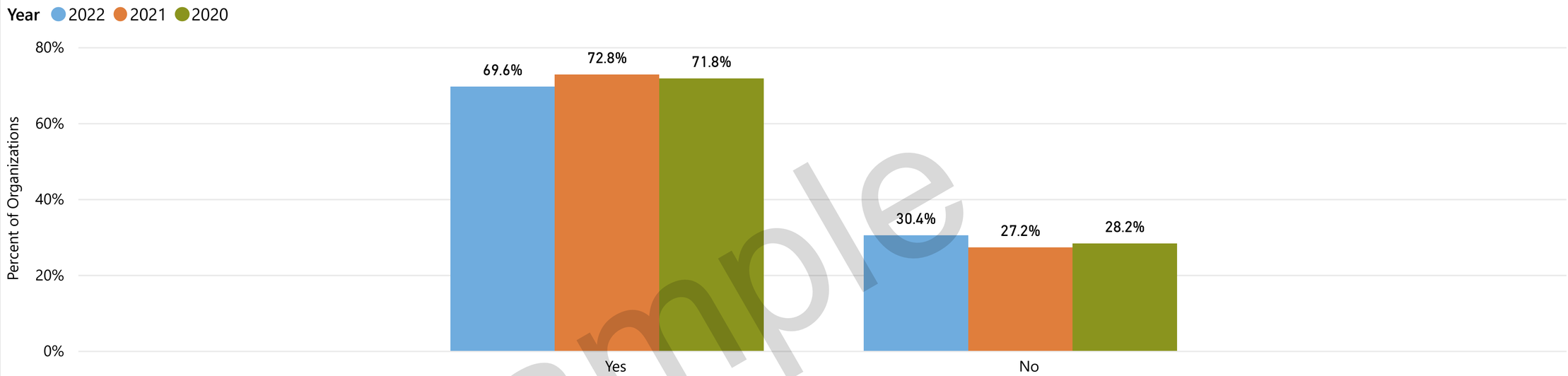
Sub-Industry
All

Type
All

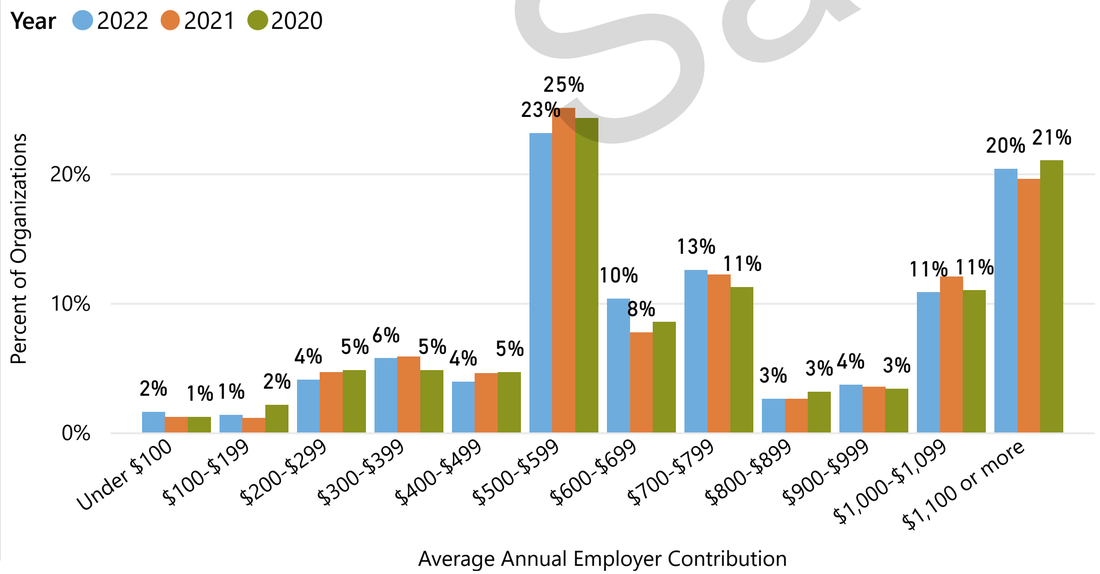
Health Savings Accounts

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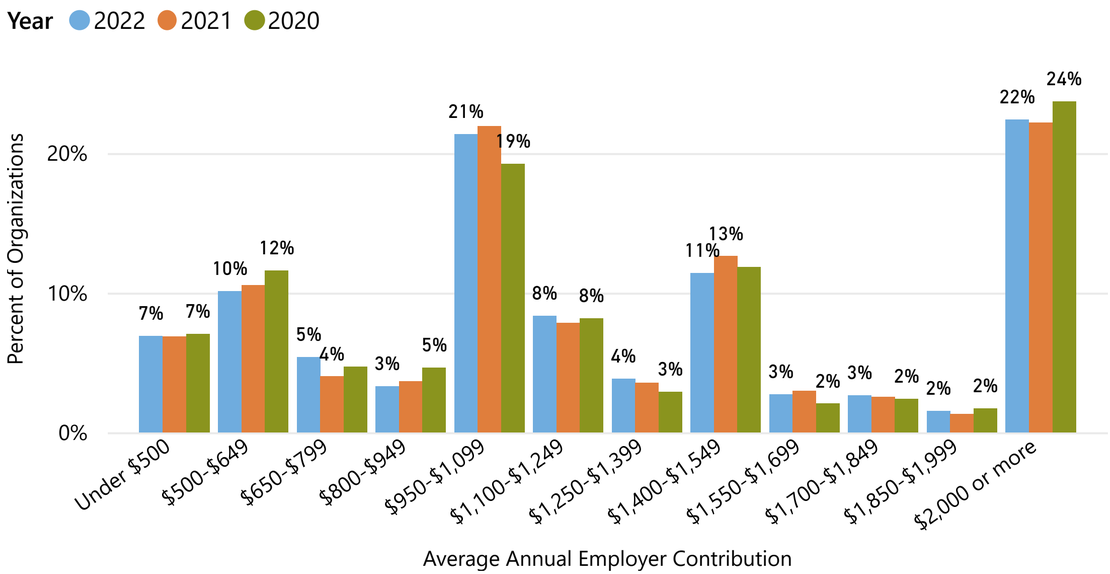
Do you have an employer contribution to the HSA?



What is the average annual employer HSA contribution for individual coverage?



What is the average annual employer HSA contribution for family coverage?



Sample

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YTD CLAIM ANALYSIS
PREPARED EXCLUSIVELY FOR:

ABC Client

January 1, 2021 - December 31, 2021

November 2021

Presented by

Gallagher

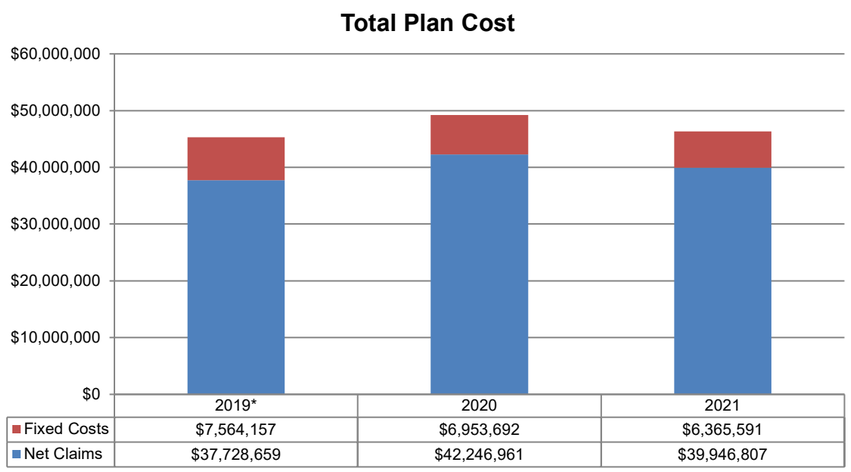
Insurance | Risk Management | Consulting

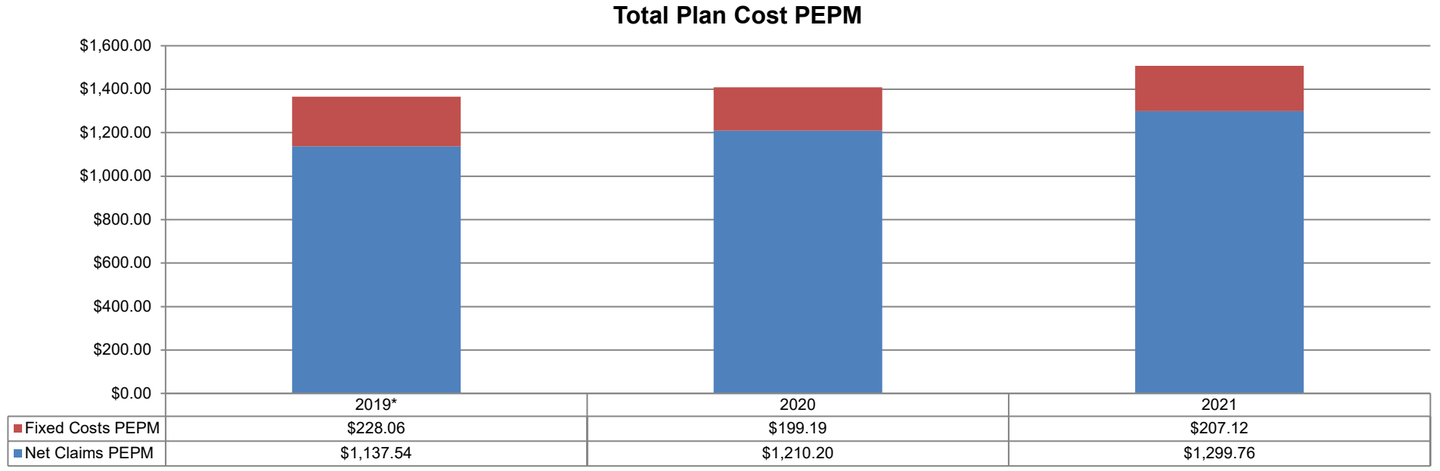
This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

Total Medical/Rx Claims, Blue Access Fees and HCA Drafts

Month	2019*	2020	2021
January	$2,971,889	$3,040,821	$3,428,422
February	$2,022,020	$3,120,442	$3,521,952
March	$2,616,541	$3,236,816	$3,449,492
April	$2,582,311	$2,672,963	$3,754,134
May	$3,355,275	$3,017,870	$3,589,007
June	$2,718,320	$3,129,238	$3,396,720
July	$3,022,114	$5,182,452	$3,692,519
August	$3,543,620	$3,643,523	$4,120,151
September	$3,226,567	$7,378,888	$3,673,166
October	$4,121,378	$6,076,633	$4,512,171
November	$3,711,772	$4,217,780	$4,360,806
December	$4,236,191	$5,077,984	$0
Gross Claims	**$38,127,997**	**$49,795,410**	**$41,498,541**
Specific Recoveries	**($399,339)**	**($7,032,718)**	**($1,378,079)**
Pharmacy Rebates	**$0**	**($515,730)**	**($173,655)**
Net Claims	**$37,728,659**	**$42,246,961**	**$39,946,807**
Fixed Costs	**$7,564,157**	**$6,953,692**	**$6,365,591**
Total Plan Cost	**$45,292,816**	**$49,200,653**	**$46,312,399**
Average Monthly Enrollment	**2,764**	**2,909**	**2,794**
Total Plan Cost PEPM	**$1,365.60**	**$1,409.40**	**$1,506.88**
% Change from Prior Year	**--**	**3.2%**	**6.9%**

**2019 ABC Client data only*





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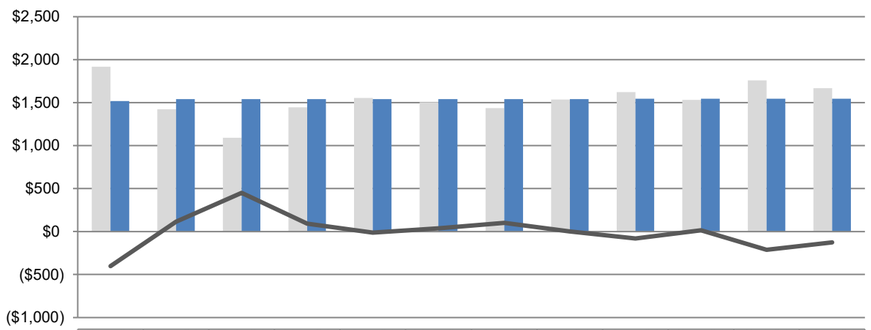
Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Paid Month	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date Total	Year-to-Date PEPM	Rolling 12 Total	Rolling 12 PEPM
Enrollment																
Subscribers	2,837	2,822	2,829	2,786	2,787	2,767	2,757	2,774	2,765	2,760	2,764	2,923	30,734	2,794	33,571	2,798
Employee Only	*654*	*654*	*656*	*651*	*650*	*647*	*646*	*656*	*646*	*642*	*645*	*689*	*7,182*	*653*	*7,836*	*653*
Employee + Spouse	*542*	*536*	*535*	*521*	*520*	*517*	*508*	*507*	*500*	*491*	*493*	*521*	*5,649*	*514*	*6,191*	*516*
Employee + Child(ren)	*317*	*315*	*314*	*307*	*304*	*299*	*295*	*300*	*299*	*298*	*295*	*308*	*3,334*	*303*	*3,651*	*304*
Employee + Family	*1,324*	*1,317*	*1,324*	*1,307*	*1,313*	*1,304*	*1,308*	*1,311*	*1,320*	*1,329*	*1,331*	*1,405*	*14,569*	*1,324*	*15,893*	*1,324*
Members	8,336	8,309	8,331	8,202	8,203	8,150	8,129	8,171	8,186	8,194	8,208	8,651	90,734	8,249	99,070	8,256
Contract Size	2.94	2.94	2.94	2.94	2.94	2.95	2.95	2.95	2.96	2.97	2.97	2.96	2.95		2.95	
Claim Payments																
Medical Claims	$4,169,301	$2,744,029	$3,033,971	$2,867,251	$2,914,912	$2,868,236	$2,602,944	$2,701,374	$3,310,957	$2,919,582	$3,505,177	$3,542,052	$33,010,486	$1,074.07	$37,179,787	$1,107.50
Pharmacy Claims	$883,852	$657,080	$475,029	$562,243	$818,951	$707,242	$781,450	$973,300	$786,607	$739,359	$994,651	$799,546	$8,295,458	$269.91	$9,179,310	$273.43
Access Fees	$24,831	$27,314	$12,952	$19,997	$20,271	$13,529	$12,326	$17,845	$22,587	$14,225	$12,343	$19,208	$192,597	$6.27	$217,427	$6.48
Pharmacy Rebates	$0	$0	$0	$0	$0	$0	$0	$0	($173,655)	$0	$0	$0	($173,655)	($5.65)	($173,655)	($5.17)
Claims Over Specific	($211,718)	($2,725)	($1,030,906)	($164)	($2,016)	($66)	($2,333)	($65)	($29,428)	($16,576)	($225,533)	($68,267)	($1,378,079)	($44.84)	($1,589,797)	($47.36)
Total Net Claim Payments	**$4,866,266**	**$3,425,698**	**$2,491,045**	**$3,449,328**	**$3,752,118**	**$3,588,941**	**$3,394,387**	**$3,692,454**	**$3,917,069**	**$3,656,590**	**$4,286,638**	**$4,292,539**	**$39,946,807**	**$1,299.76**	**$44,813,073**	**$1,334.87**
Fixed Costs																
Administrative Fees	$49,960	$49,695	$49,819	$49,061	$49,079	$48,727	$48,551	$48,850	$48,692	$48,604	$48,674	$51,474	$541,226	$17.61	$591,185	$17.61
Stop Loss Premiums	$167,667	$181,793	$182,244	$179,474	$179,539	$178,250	$177,606	$178,701	$178,121	$177,799	$178,057	$188,300	$1,979,884	$64.42	$2,147,551	$63.97
HSA Seed [2]	$363,165	$360,832	$361,082	$352,748	$351,415	$349,082	$346,415	$345,248	$345,165	$343,665	$343,415	$345,415	$3,844,481	$125.09	$4,207,646	$125.34
Total Fixed Costs	**$580,791**	**$592,320**	**$593,144**	**$581,284**	**$580,033**	**$576,059**	**$572,572**	**$572,800**	**$571,978**	**$570,068**	**$570,146**	**$585,189**	**$6,365,591**	**$207.12**	**$6,946,383**	**$206.92**
Total Plan Cost	**$5,447,057**	**$4,018,018**	**$3,084,190**	**$4,030,612**	**$4,332,151**	**$4,165,000**	**$3,966,959**	**$4,265,254**	**$4,489,047**	**$4,226,658**	**$4,856,784**	**$4,877,728**	**$46,312,399**	**$1,506.88**	**$51,759,456**	**$1,541.79**
Employee Contributions [1]	($867,559)	($862,663)	($865,246)	($851,912)	($853,020)	($846,899)	($844,483)	($848,063)	($848,021)	($847,867)	($849,065)	($896,380)	($9,413,620)	($306.29)	($10,281,180)	($306.25)
Net Employer Cost	**$4,579,497**	**$3,155,355**	**$2,218,944**	**$3,178,700**	**$3,479,130**	**$3,318,100**	**$3,122,476**	**$3,417,191**	**$3,641,026**	**$3,378,791**	**$4,007,719**	**$3,981,348**	**$36,898,778**	**$1,200.58**	**$41,478,276**	**$1,235.54**
Budget Comparison																
Budgeted Cost [1]	$4,307,743	$4,346,438	$4,359,543	$4,290,889	$4,296,073	$4,265,020	$4,253,202	$4,271,362	$4,271,202	$4,271,136	$4,277,213	$4,517,255	$47,419,333	$1,542.89	$51,727,075	$1,540.83
Actual Cost	$5,447,057	$4,018,018	$3,084,190	$4,030,612	$4,332,151	$4,165,000	$3,966,959	$4,265,254	$4,489,047	$4,226,658	$4,856,784	$4,877,728	$46,312,399	$1,506.88	$51,759,456	$1,541.79
Variance from Projected ($)	$1,139,314	($328,420)	($1,275,354)	($260,277)	$36,078	($100,020)	($286,243)	($6,108)	$217,845	($44,478)	$579,571	$360,473	($1,106,934)	($36.02)	$32,380	$0.96
Variance from Projected (%)	126.4%	92.4%	70.7%	93.9%	100.8%	97.7%	93.3%	99.9%	105.1%	99.0%	113.6%	108.0%	97.7%		100.1%	

[1] Estimated based on enrollment and monthly employee contributions (wellness) and fully insured equivalent rates.

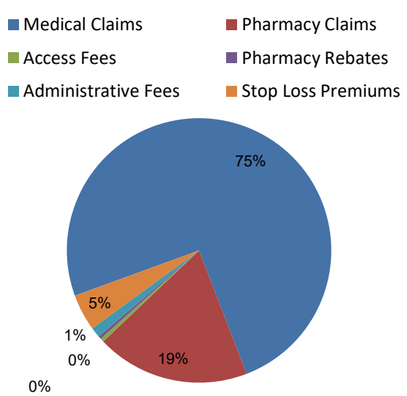
[2] Employer HSA Seed estimated to be $1000 per year for employee only and $2000 per year for all other tiers, paid monthly.

Budget Comparison PEPM



	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Actual Cost	$1,920	$1,424	$1,090	$1,447	$1,554	$1,505	$1,439	$1,538	$1,624	$1,531	$1,757	$1,669
Budgeted Cost	$1,518	$1,540	$1,541	$1,540	$1,541	$1,541	$1,543	$1,540	$1,545	$1,548	$1,547	$1,545
Surplus/(Deficit)	($402)	$116	$451	$93	($13)	$36	$104	$2	($79)	$16	($210)	($123)

Combined Plan Expenses



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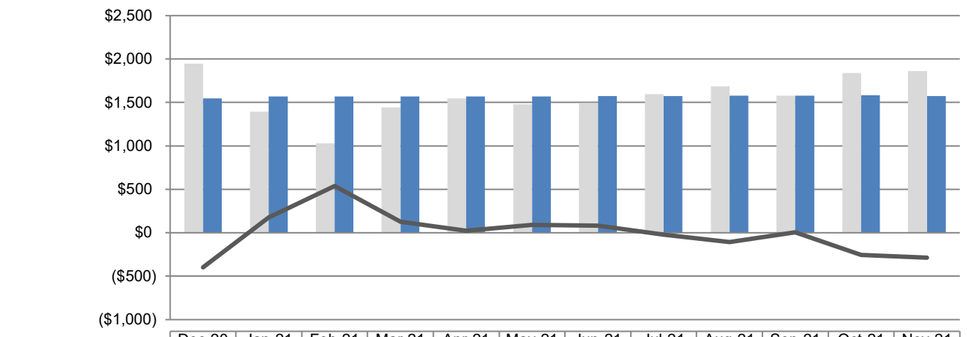
Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Paid Month	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date Total	Year-to-Date PEPM	Rolling 12 Total	Rolling 12 PEPM
Enrollment																
Subscribers	2,438	2,422	2,425	2,373	2,364	2,349	2,331	2,324	2,320	2,308	2,305	2,326	25,847	2,350	28,285	2,357
Employee Only	*518*	*514*	*517*	*513*	*511*	*509*	*505*	*505*	*498*	*492*	*489*	*507*	*5,560*	*505*	*6,078*	*507*
Employee + Spouse	*449*	*449*	*448*	*431*	*429*	*427*	*418*	*414*	*409*	*401*	*399*	*401*	*4,626*	*421*	*5,075*	*423*
Employee + Child(ren)	*279*	*275*	*273*	*264*	*258*	*254*	*249*	*248*	*248*	*248*	*247*	*252*	*2,816*	*256*	*3,095*	*258*
Employee + Family	*1,192*	*1,184*	*1,187*	*1,165*	*1,166*	*1,159*	*1,159*	*1,157*	*1,165*	*1,167*	*1,170*	*1,166*	*12,845*	*1,168*	*14,037*	*1,170*
Members	7,367	7,329	7,335	7,177	7,152	7,111	7,075	7,064	7,078	7,059	7,063	7,082	78,525	7,139	85,892	7,158
Contract Size	3.02	3.03	3.02	3.02	3.03	3.03	3.04	3.04	3.05	3.06	3.06	3.04	3.04		3.04	
Claim Payments																
Medical Claims	$3,651,332	$2,310,776	$2,615,858	$2,439,891	$2,449,863	$2,340,392	$2,287,341	$2,348,085	$2,714,693	$2,506,791	$3,091,432	$3,174,551	$28,279,676	$1,094.12	$31,931,007	$1,128.90
Pharmacy Claims	$730,328	$478,537	$345,188	$420,035	$653,483	$579,997	$646,476	$805,822	$667,193	$604,428	$828,964	$623,366	$6,653,488	$257.42	$7,383,816	$261.05
Access Fees	$22,768	$27,025	$12,558	$18,897	$15,048	$12,597	$11,433	$17,636	$21,346	$11,724	$11,105	$18,413	$177,781	$6.88	$200,549	$7.09
Claims Over Specific	($211,718)	($2,725)	($1,030,906)	($164)	($2,016)	($66)	($2,333)	($65)	($29,428)	($16,576)	($225,533)	($26,544)	($1,336,355)	($51.70)	($1,548,073)	($54.73)
Total Net Claim Payments	**$4,192,710**	**$2,813,613**	**$1,942,698**	**$2,878,659**	**$3,116,379**	**$2,932,920**	**$2,942,917**	**$3,171,478**	**$3,373,804**	**$3,106,367**	**$3,705,968**	**$3,789,787**	**$33,774,590**	**$1,306.71**	**$37,967,300**	**$1,342.31**
Fixed Costs																
Administrative Fees	$42,933	$42,651	$42,704	$41,789	$41,630	$41,366	$41,049	$40,926	$40,855	$40,644	$40,591	$40,961	$455,166	$17.61	$498,099	$17.61
Stop Loss Premiums	$144,086	$156,025	$156,219	$152,869	$152,289	$151,323	$150,163	$149,712	$149,454	$148,681	$148,488	$149,841	$1,665,064	$64.42	$1,809,150	$63.96
HSA Seed [2]	$363,165	$360,832	$361,082	$352,748	$351,415	$349,082	$346,415	$345,248	$345,165	$343,665	$343,415	$345,415	$3,844,481	$148.74	$4,207,646	$148.76
Total Fixed Costs	**$550,184**	**$559,508**	**$560,004**	**$547,405**	**$545,334**	**$541,770**	**$537,627**	**$535,886**	**$535,475**	**$532,990**	**$532,494**	**$536,217**	**$5,964,711**	**$230.77**	**$6,514,895**	**$230.33**
Total Plan Cost	**$4,742,894**	**$3,373,122**	**$2,502,702**	**$3,426,065**	**$3,661,713**	**$3,474,690**	**$3,480,544**	**$3,707,364**	**$3,909,279**	**$3,639,357**	**$4,238,462**	**$4,326,004**	**$39,739,301**	**$1,537.48**	**$44,482,195**	**$1,572.64**
Employee Contributions [1]	($754,506)	($749,683)	($750,516)	($733,892)	($731,882)	($727,173)	($722,723)	($720,512)	($721,287)	($718,933)	($718,876)	($721,718)	($8,017,195)	($310.18)	($8,771,701)	($310.12)
Net Employer Cost	**$3,988,388**	**$2,623,439**	**$1,752,186**	**$2,692,173**	**$2,929,831**	**$2,747,517**	**$2,757,821**	**$2,986,852**	**$3,187,991**	**$2,920,424**	**$3,519,586**	**$3,604,286**	**$31,722,106**	**$1,227.30**	**$35,710,493**	**$1,262.52**
Budget Comparison																
Budgeted Cost [1]	$3,772,437	$3,803,340	$3,807,564	$3,723,227	$3,713,031	$3,689,143	$3,666,566	$3,655,350	$3,659,283	$3,647,340	$3,647,048	$3,661,469	$40,673,362	$1,573.62	$44,445,799	$1,571.36
Actual Cost	$4,742,894	$3,373,122	$2,502,702	$3,426,065	$3,661,713	$3,474,690	$3,480,544	$3,707,364	$3,909,279	$3,639,357	$4,238,462	$4,326,004	$39,739,301	$1,537.48	$44,482,195	$1,572.64
Variance from Projected ($)	$970,457	($430,218)	($1,304,862)	($297,163)	($51,319)	($214,453)	($186,022)	$52,014	$249,996	($7,982)	$591,413	$664,535	($934,061)	($36.14)	$36,395	$1.29
Variance from Projected (%)	125.7%	88.7%	65.7%	92.0%	98.6%	94.2%	94.9%	101.4%	106.8%	99.8%	116.2%	118.1%	97.7%		100.1%	

[1] Estimated based on enrollment and monthly employee contributions (wellness) and fully insured equivalent rates.

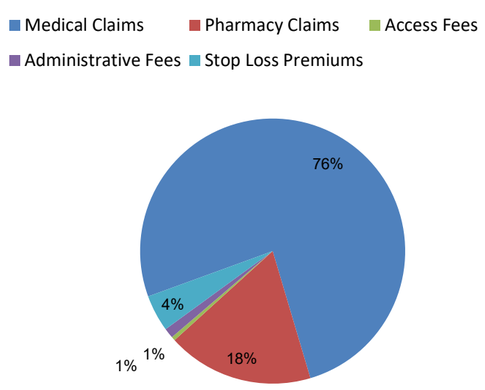
[2] Employer HSA Seed estimated to be $1000 per year for employee only and $2000 per year for all other tiers, paid monthly.

Budget Comparison PEPM



	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Actual Cost	$1,945	$1,393	$1,032	$1,444	$1,549	$1,479	$1,493	$1,595	$1,685	$1,577	$1,839	$1,860
Budgeted Cost	$1,547	$1,570	$1,570	$1,569	$1,571	$1,571	$1,573	$1,573	$1,577	$1,580	$1,582	$1,574
Surplus/(Deficit)	($398)	$178	$538	$125	$22	$91	$80	($22)	($108)	$3	($257)	($286)

Combined Plan Expenses



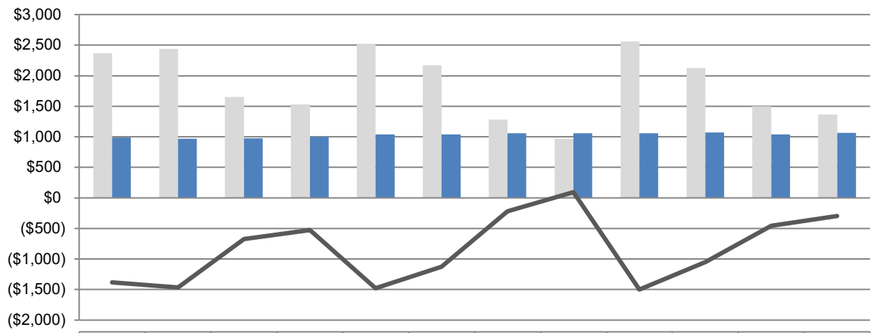
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Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Paid Month	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date Total	Year-to-Date PEPM	Rolling 12 Total	Rolling 12 PEPM
Enrollment																
Subscribers	120	110	108	112	114	110	113	116	112	114	110	114	1,233	112	1,353	113
Employee Only	*62*	*60*	*58*	*57*	*55*	*53*	*51*	*53*	*52*	*52*	*53*	*53*	*597*	*54*	*659*	*55*
Employee + Spouse	*41*	*35*	*35*	*37*	*37*	*36*	*38*	*38*	*36*	*37*	*38*	*39*	*406*	*37*	*447*	*37*
Employee + Child(ren)	*9*	*10*	*10*	*11*	*11*	*10*	*12*	*12*	*11*	*10*	*8*	*8*	*113*	*10*	*122*	*10*
Employee + Family	*8*	*5*	*5*	*7*	*11*	*11*	*12*	*13*	*13*	*15*	*11*	*14*	*117*	*11*	*125*	*10*
Members	200	179	174	184	196	193	200	207	199	207	191	208	2,138	194	2,338	195
Contract Size	1.67	1.63	1.61	1.64	1.72	1.75	1.77	1.78	1.78	1.82	1.74	1.82	1.73		1.73	
Claim Payments																
Medical Claims	$215,426	$194,802	$145,909	$122,026	$214,337	$197,535	$102,589	$65,178	$233,139	$194,369	$132,454	$130,500	$1,732,839	$1,405.38	$1,948,265	$1,439.96
Pharmacy Claims	$58,349	$63,889	$23,143	$39,601	$58,189	$31,526	$32,137	$37,668	$43,989	$36,197	$23,124	$56,661	$446,124	$361.82	$504,473	$372.86
Access Fees	$1,335	$155	$315	$337	$4,800	$228	$757	($318)	$147	$2,294	$323	$476	$9,515	$7.72	$10,851	$8.02
Claims Over Specific	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	($41,723)	($41,723)	($33.84)	($41,723)	($30.84)
Total Net Claim Payments	**$275,111**	**$258,846**	**$169,367**	**$161,964**	**$277,326**	**$229,290**	**$135,483**	**$102,528**	**$277,275**	**$232,861**	**$155,901**	**$145,914**	**$2,146,755**	**$1,741.08**	**$2,421,866**	**$1,790.00**
Fixed Costs																
Administrative Fees	$2,113	$1,937	$1,902	$1,972	$2,008	$1,937	$1,990	$2,043	$1,972	$2,008	$1,937	$2,008	$21,713	$17.61	$23,826	$17.61
Stop Loss Premiums	$7,092	$7,086	$6,957	$7,215	$7,344	$7,086	$7,279	$7,473	$7,215	$7,344	$7,086	$7,344	$79,430	$64.42	$86,522	$63.95
Total Fixed Costs	**$9,205**	**$9,023**	**$8,859**	**$9,187**	**$9,351**	**$9,023**	**$9,269**	**$9,515**	**$9,187**	**$9,351**	**$9,023**	**$9,351**	**$101,143**	**$82.03**	**$110,348**	**$81.56**
Total Plan Cost	**$284,316**	**$267,870**	**$178,227**	**$171,151**	**$286,677**	**$238,313**	**$144,752**	**$112,043**	**$286,462**	**$242,212**	**$164,925**	**$155,265**	**$2,247,898**	**$1,823.11**	**$2,532,214**	**$1,871.55**
Employee Contributions [1]	($23,671)	($21,000)	($20,741)	($22,089)	($23,282)	($22,530)	($23,619)	($24,241)	($23,360)	($24,111)	($22,582)	($23,930)	($251,485)	($203.96)	($275,156)	($203.37)
Net Employer Cost	**$260,645**	**$246,869**	**$157,486**	**$149,062**	**$263,395**	**$215,783**	**$121,133**	**$87,802**	**$263,102**	**$218,101**	**$142,343**	**$131,335**	**$1,996,412**	**$1,619.15**	**$2,257,058**	**$1,668.19**
Budget Comparison																
Budgeted Cost [1]	$118,351	$106,541	$105,225	$112,065	$118,116	$114,301	$119,825	$122,982	$118,510	$122,325	$114,564	$121,404	$1,275,857	$1,034.76	$1,394,209	$1,030.46
Actual Cost	$284,316	$267,870	$178,227	$171,151	$286,677	$238,313	$144,752	$112,043	$286,462	$242,212	$164,925	$155,265	$2,247,898	$1,823.11	$2,532,214	$1,871.55
Variance from Projected ($)	$165,965	$161,329	$73,001	$59,086	$168,562	$124,012	$24,927	($10,939)	$167,952	$119,888	$50,361	$33,862	$972,040	$788.35	$1,138,005	$841.10
Variance from Projected (%)	240.2%	251.4%	169.4%	152.7%	242.7%	208.5%	120.8%	91.1%	241.7%	198.0%	144.0%	127.9%	176.2%		181.6%	

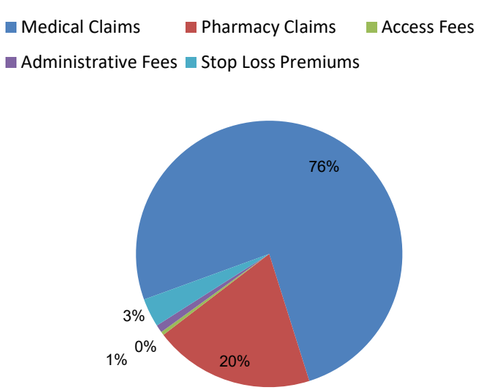
[1] Estimated based on enrollment and monthly employee contributions (wellness) and fully insured equivalent rates.

Budget Comparison PEPM



	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Actual Cost	$2,369	$2,435	$1,650	$1,528	$2,515	$2,166	$1,281	$966	$2,558	$2,125	$1,499	$1,362
Budgeted Cost	$986	$969	$974	$1,001	$1,036	$1,039	$1,060	$1,060	$1,058	$1,073	$1,041	$1,065
Surplus/(Deficit)	($1,383)	($1,467)	($676)	($528)	($1,479)	($1,127)	($221)	$94	($1,500)	($1,052)	($458)	($297)

Combined Plan Expenses



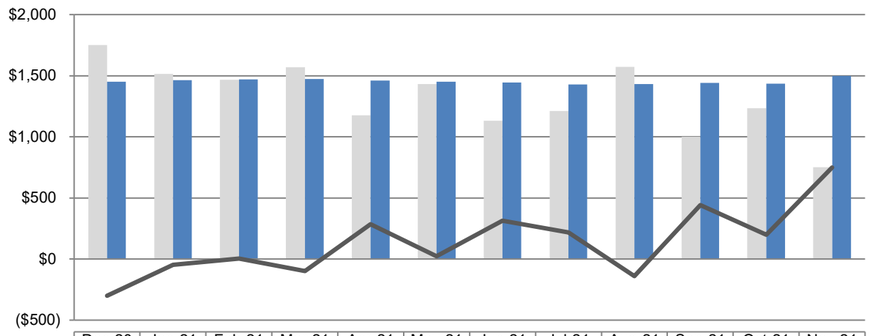
Gallagher
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Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Paid Month	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date Total	Year-to-Date PEPM	Rolling 12 Total	Rolling 12 PEPM
Enrollment																
Subscribers	205	216	222	225	232	231	237	258	258	264	275	409	2,827	257	3,032	253
Employee Only	*61*	*65*	*66*	*66*	*69*	*70*	*75*	*83*	*82*	*83*	*88*	*114*	*861*	*78*	*922*	*77*
Employee + Spouse	*34*	*37*	*37*	*38*	*39*	*39*	*38*	*41*	*41*	*41*	*44*	*69*	*464*	*42*	*498*	*42*
Employee + Child(ren)	*23*	*24*	*25*	*26*	*29*	*29*	*28*	*34*	*35*	*35*	*35*	*43*	*343*	*31*	*366*	*31*
Employee + Family	*87*	*90*	*94*	*95*	*95*	*93*	*96*	*100*	*100*	*105*	*108*	*183*	*1,159*	*105*	*1,246*	*104*
Members	548	578	599	609	619	610	622	668	674	696	722	1,129	7,526	684	8,074	673
Contract Size	2.67	2.68	2.70	2.71	2.67	2.64	2.62	2.59	2.61	2.64	2.63	2.76	2.66		2.66	
Claim Payments																
Medical Claims	$277,076	$225,679	$223,024	$270,351	$186,507	$241,456	$180,367	$198,188	$329,426	$179,301	$206,958	$189,925	$2,431,181	$859.99	$2,708,258	$893.22
Pharmacy Claims	$65,244	$83,292	$84,113	$63,766	$66,561	$69,321	$68,087	$92,788	$53,688	$62,892	$109,020	$83,045	$836,572	$295.92	$901,816	$297.43
Access Fees	$727	$133	$72	$763	$419	$704	$136	$528	$1,095	$207	$908	$318	$5,283	$1.87	$6,010	$1.98
Claims Over Specific	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00	$0	$0.00
Total Net Claim Payments	**$343,047**	**$309,104**	**$307,208**	**$334,880**	**$253,487**	**$311,481**	**$248,590**	**$291,504**	**$384,208**	**$242,400**	**$316,885**	**$273,288**	**$3,273,037**	**$1,157.78**	**$3,616,084**	**$1,192.64**
Fixed Costs																
Administrative Fees	$3,610	$3,804	$3,909	$3,962	$4,086	$4,068	$4,174	$4,543	$4,543	$4,649	$4,843	$7,202	$49,783	$17.61	$53,394	$17.61
Stop Loss Premiums	$12,116	$13,915	$14,301	$14,495	$14,945	$14,881	$15,268	$16,620	$16,620	$17,007	$17,716	$26,348	$182,115	$64.42	$194,231	$64.06
Total Fixed Costs	**$15,726**	**$17,718**	**$18,211**	**$18,457**	**$19,031**	**$18,949**	**$19,441**	**$21,164**	**$21,164**	**$21,656**	**$22,558**	**$33,550**	**$231,899**	**$82.03**	**$247,624**	**$81.67**
Total Plan Cost	**$358,773**	**$326,822**	**$325,419**	**$353,337**	**$272,518**	**$330,430**	**$268,031**	**$312,668**	**$405,372**	**$264,056**	**$339,444**	**$306,838**	**$3,504,935**	**$1,239.81**	**$3,863,708**	**$1,274.31**
Employee Contributions [1]	($59,433)	($62,332)	($64,342)	($65,290)	($66,783)	($66,122)	($67,501)	($72,669)	($72,783)	($74,937)	($77,722)	($120,846)	($811,327)	($286.99)	($870,760)	($287.19)
Net Employer Cost	**$299,340**	**$264,490**	**$261,077**	**$288,047**	**$205,735**	**$264,307**	**$200,531**	**$239,999**	**$332,589**	**$189,119**	**$261,722**	**$185,992**	**$2,693,608**	**$952.82**	**$2,992,948**	**$987.12**
Budget Comparison																
Budgeted Cost [1]	$297,155	$316,229	$326,425	$331,232	$338,806	$335,456	$342,448	$368,667	$369,250	$380,174	$394,303	$613,085	$4,116,076	$1,455.99	$4,413,231	$1,455.55
Actual Cost	$358,773	$326,822	$325,419	$353,337	$272,518	$330,430	$268,031	$312,668	$405,372	$264,056	$339,444	$306,838	$3,504,935	$1,239.81	$3,863,708	$1,274.31
Variance from Projected ($)	$61,617	$10,593	($1,006)	$22,105	($66,288)	($5,027)	($74,417)	($55,999)	$36,123	($116,118)	($54,859)	($306,247)	($611,140)	($216.18)	($549,523)	($181.24)
Variance from Projected (%)	120.7%	103.3%	99.7%	106.7%	80.4%	98.5%	78.3%	84.8%	109.8%	69.5%	86.1%	50.0%	85.2%		87.5%	

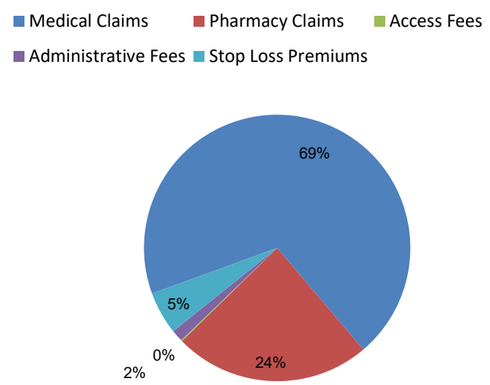
[1] Estimated based on enrollment and monthly employee contributions (wellness) and fully insured equivalent rates.

Budget Comparison PEPM



	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Actual Cost	$1,750	$1,513	$1,466	$1,570	$1,175	$1,430	$1,131	$1,212	$1,571	$1,000	$1,234	$750
Budgeted Cost	$1,450	$1,464	$1,470	$1,472	$1,460	$1,452	$1,445	$1,429	$1,431	$1,440	$1,434	$1,499
Surplus/(Deficit)	($301)	($49)	$5	($98)	$286	$22	$314	$217	($140)	$440	$199	$749

Combined Plan Expenses



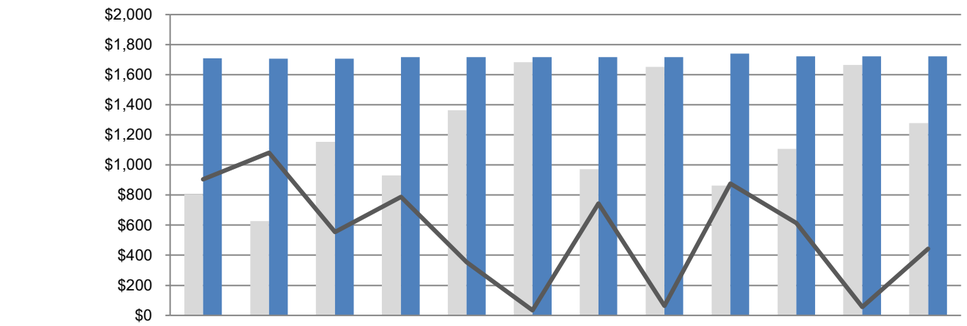
Gallagher
Insurance | Risk Management | Consulting

Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Paid Month	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date Total	Year-to-Date PEPM	Rolling 12 Total	Rolling 12 PEPM
Enrollment																
Subscribers	60	63	63	65	65	65	64	64	63	62	62	62	698	63	758	63
Employee Only	*8*	*10*	*10*	*10*	*10*	*10*	*10*	*10*	*9*	*10*	*10*	*10*	*109*	*10*	*117*	*10*
Employee + Spouse	*15*	*14*	*14*	*14*	*14*	*14*	*13*	*13*	*13*	*11*	*11*	*11*	*142*	*13*	*157*	*13*
Employee + Child(ren)	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*4*	*4*	*4*	*4*	*51*	*5*	*56*	*5*
Employee + Family	*32*	*34*	*34*	*36*	*36*	*36*	*36*	*36*	*37*	*37*	*37*	*37*	*396*	*36*	*428*	*36*
Members	183	194	194	203	203	203	199	199	202	199	199	199	2,194	199	2,377	198
Contract Size	3.05	3.08	3.08	3.12	3.12	3.12	3.11	3.11	3.21	3.21	3.21	3.21	3.14		3.14	
Claim Payments																
Medical Claims	$20,490	$11,765	$47,530	$24,817	$52,183	$86,795	$30,415	$72,884	$29,933	$36,056	$67,530	$45,257	$505,165	$723.73	$525,655	$693.48
Pharmacy Claims	$23,062	$22,508	$20,029	$30,328	$31,110	$17,280	$26,527	$27,577	$19,345	$27,570	$30,630	$28,931	$281,833	$403.77	$304,895	$402.24
Access Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00	$0	$0.00
Claims Over Specific	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00	$0	$0.00
Total Net Claim Payments	**$43,551**	**$34,272**	**$67,559**	**$55,146**	**$83,294**	**$104,075**	**$56,942**	**$100,460**	**$49,278**	**$63,625**	**$98,160**	**$74,188**	**$786,998**	**$1,127.50**	**$830,550**	**$1,095.71**
Fixed Costs																
Administrative Fees	$1,057	$1,109	$1,109	$1,145	$1,145	$1,145	$1,127	$1,127	$1,109	$1,092	$1,092	$1,092	$12,292	$17.61	$13,348	$17.61
Stop Loss Premiums	$3,546	$4,058	$4,058	$4,187	$4,187	$4,187	$4,123	$4,123	$4,058	$3,994	$3,994	$3,994	$44,965	$64.42	$48,511	$64.00
Total Fixed Costs	**$4,603**	**$5,168**	**$5,168**	**$5,332**	**$5,332**	**$5,332**	**$5,250**	**$5,250**	**$5,168**	**$5,086**	**$5,086**	**$5,086**	**$57,257**	**$82.03**	**$61,860**	**$81.61**
Total Plan Cost	**$48,154**	**$39,440**	**$72,727**	**$60,478**	**$88,625**	**$109,407**	**$62,191**	**$105,710**	**$54,446**	**$68,711**	**$103,246**	**$79,274**	**$844,255**	**$1,209.53**	**$892,409**	**$1,177.32**
Employee Contributions [1]	($25,622)	($26,505)	($26,505)	($27,500)	($27,500)	($27,500)	($27,067)	($27,067)	($27,017)	($26,312)	($26,312)	($26,312)	($295,595)	($423.49)	($321,217)	($423.77)
Net Employer Cost	**$22,532**	**$12,935**	**$46,222**	**$32,978**	**$61,126**	**$81,907**	**$35,125**	**$78,643**	**$27,429**	**$42,400**	**$76,934**	**$52,962**	**$548,660**	**$786.05**	**$571,192**	**$753.55**
Budget Comparison																
Budgeted Cost [1]	$102,490	$107,578	$107,578	$111,614	$111,614	$111,614	$109,856	$109,856	$109,653	$106,791	$106,791	$106,791	$1,199,735	$1,718.82	$1,302,225	$1,717.97
Actual Cost	$48,154	$39,440	$72,727	$60,478	$88,625	$109,407	$62,191	$105,710	$54,446	$68,711	$103,246	$79,274	$844,255	$1,209.53	$892,409	$1,177.32
Variance from Projected ($)	($54,336)	($68,138)	($34,850)	($51,136)	($22,988)	($2,207)	($47,665)	($4,146)	($55,207)	($38,080)	($3,546)	($27,517)	($355,480)	($509.28)	($409,816)	($540.65)
Variance from Projected (%)	47.0%	36.7%	67.6%	54.2%	79.4%	98.0%	56.6%	96.2%	49.7%	64.3%	96.7%	74.2%	70.4%		68.5%	

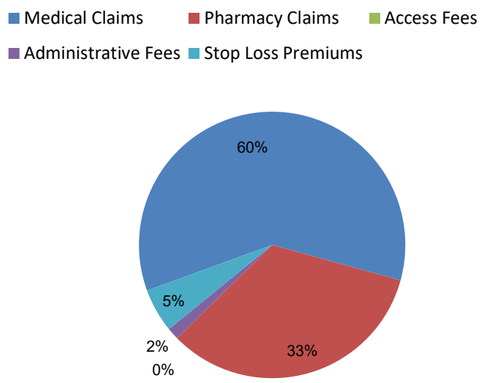
[1] Estimated based on enrollment and monthly employee contributions (wellness) and fully insured equivalent rates.

Budget Comparison PEPM



	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Actual Cost	$803	$626	$1,154	$930	$1,363	$1,683	$972	$1,652	$864	$1,108	$1,665	$1,279
Budgeted Cost	$1,708	$1,708	$1,708	$1,717	$1,717	$1,717	$1,717	$1,717	$1,741	$1,722	$1,722	$1,722
Surplus/(Deficit)	$906	$1,082	$553	$787	$354	$34	$745	$65	$876	$614	$57	$444

Combined Plan Expenses



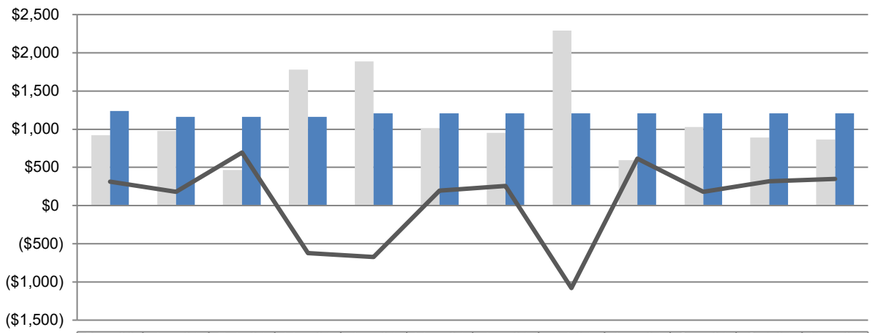
Gallagher
Insurance | Risk Management | Consulting

Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Paid Month	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date Total	Year-to-Date PEPM	Rolling 12 Total	Rolling 12 PEPM
Enrollment																
Subscribers	14	11	11	11	12	12	12	12	12	12	12	12	129	12	143	12
Employee Only	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*55*	*5*	*60*	*5*
Employee + Spouse	*3*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*11*	*1*	*14*	*1*
Employee + Child(ren)	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*1*	*11*	*1*	*12*	*1*
Employee + Family	*5*	*4*	*4*	*4*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*5*	*52*	*5*	*57*	*5*
Members	38	29	29	29	33	33	33	33	33	33	33	33	351	32	389	32
Contract Size	2.71	2.64	2.64	2.64	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.75	2.72		2.72	
Claim Payments																
Medical Claims	$4,977	$1,008	$1,650	$10,166	$12,022	$2,057	$2,232	$17,039	$3,766	$3,065	$6,803	$1,818	$61,626	$477.72	$66,602	$465.75
Pharmacy Claims	$6,869	$8,854	$2,556	$8,513	$9,608	$9,118	$8,224	$9,446	$2,392	$8,271	$2,914	$7,544	$77,440	$600.31	$84,309	$589.58
Access Fees	$0	$0	$7	$0	$3	$0	$0	$0	$0	$0	$7	$0	$17	$0.13	$17	$0.12
Claims Over Specific	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00	$0	$0.00
Total Net Claim Payments	**$11,846**	**$9,862**	**$4,213**	**$18,678**	**$21,633**	**$11,175**	**$10,456**	**$26,484**	**$6,158**	**$11,337**	**$9,724**	**$9,362**	**$139,083**	**$1,078.16**	**$150,929**	**$1,055.45**
Fixed Costs																
Administrative Fees	$247	$194	$194	$194	$211	$211	$211	$211	$211	$211	$211	$211	$2,272	$17.61	$2,518	$17.61
Stop Loss Premiums	$827	$709	$709	$709	$773	$773	$773	$773	$773	$773	$773	$773	$8,310	$64.42	$9,138	$63.90
Total Fixed Costs	**$1,074**	**$902**	**$902**	**$902**	**$984**	**$984**	**$984**	**$984**	**$984**	**$984**	**$984**	**$984**	**$10,582**	**$82.03**	**$11,656**	**$81.51**
Total Plan Cost	**$12,920**	**$10,764**	**$5,115**	**$19,581**	**$22,617**	**$12,160**	**$11,440**	**$27,469**	**$7,143**	**$12,321**	**$10,708**	**$10,347**	**$149,664**	**$1,160.19**	**$162,585**	**$1,136.96**
Employee Contributions [1]	($4,327)	($3,142)	($3,142)	($3,142)	($3,574)	($3,574)	($3,574)	($3,574)	($3,574)	($3,574)	($3,574)	($3,574)	($38,018)	($294.71)	($42,345)	($296.12)
Net Employer Cost	**$8,593**	**$7,622**	**$1,974**	**$16,439**	**$19,043**	**$8,586**	**$7,866**	**$23,894**	**$3,569**	**$8,747**	**$7,134**	**$6,772**	**$111,647**	**$865.48**	**$120,240**	**$840.84**
Budget Comparison																
Budgeted Cost [1]	$17,309	$12,751	$12,751	$12,751	$14,506	$14,506	$14,506	$14,506	$14,506	$14,506	$14,506	$14,506	$154,303	$1,196.15	$171,612	$1,200.08
Actual Cost	$12,920	$10,764	$5,115	$19,581	$22,617	$12,160	$11,440	$27,469	$7,143	$12,321	$10,708	$10,347	$149,664	$1,160.19	$162,585	$1,136.96
Variance from Projected ($)	($4,389)	($1,987)	($7,636)	$6,830	$8,111	($2,346)	($3,066)	$12,962	($7,363)	($2,185)	($3,798)	($4,160)	($4,638)	($35.96)	($9,027)	($63.13)
Variance from Projected (%)	74.6%	84.4%	40.1%	153.6%	155.9%	83.8%	78.9%	189.4%	49.2%	84.9%	73.8%	71.3%	97.0%		94.7%	

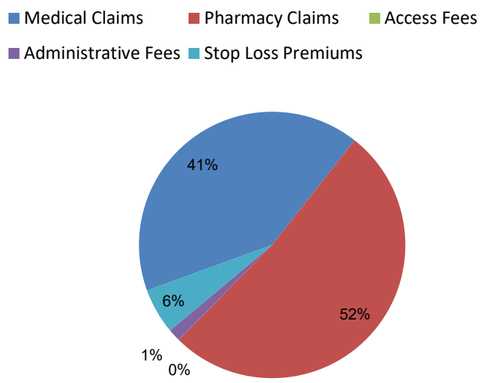
[1] Estimated based on enrollment and monthly employee contributions (wellness) and fully insured equivalent rates.

Budget Comparison PEPM



	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Actual Cost	$923	$979	$465	$1,780	$1,885	$1,013	$953	$2,289	$595	$1,027	$892	$862
Budgeted Cost	$1,236	$1,159	$1,159	$1,159	$1,209	$1,209	$1,209	$1,209	$1,209	$1,209	$1,209	$1,209
Surplus/(Deficit)	$313	$181	$694	($621)	($676)	$196	$256	($1,080)	$614	$182	$316	$347

Combined Plan Expenses



Gallagher
Insurance | Risk Management | Consulting

Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Claimant	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Total [1]	Expected Reimbursement
1*	$2,725	$1,030,906	$164	$2,016	$66	$2,333	$65	$0	$0	$11	$0		$1,038,286	$1,038,286
2	$0	$0	$0	$0	$22,448	$234,018	$2,837	$95,124	$16,576	$225,522	$22,497		$619,023	$294,023
3	$37,405	$37,753	$13,391	$12,353	$471	$17,973	$25,276	$79,014	$91,952	$900	$50,235		$366,723	$41,723
4	$42,743	$16,861	$2,003	$41,206	$975	$2,655	$41,794	$114,951	$10,652	$23,583	$31,624		$329,047	$4,047
5	$0	$6,361	$47,235	$5,855	$54,807	$33,441	$33,009	$35,880	$55,891	$27,499	$22,024		$322,002	$0
6	$10,614	$40,718	$23,425	$46,000	$23,308	$22,642	$671	$45,898	$45,425	$53,582	$1,546		$313,829	$0
7	$100,702	$96,901	$52,179	$569	$51,306	$903	$1,034	$541	$1,240	$766	$629		$306,771	$0
8	$11,999	$9,548	$36,469	$30,023	$20,594	$22,181	$35,492	$19,549	$53,830	$27,100	$14,207		$280,992	$0
9	$0	$0	$0	$0	$0	$154	$45,976	$73,920	$39,963	$69,216	$51,692		$280,922	$0
10	$130	$774	$17	$7,981	$821	$3,924	$136	$1,253	$678	$8,534	$225,025		$249,272	$0
11	$219	$11,225	$18,665	$43,958	$26,542	$44,184	$17,228	$34,804	$10,046	$14,116	$5,523		$226,509	$0
12	$124	$595	$127	$726	$492	$373	$22,960	$185,677	$1,230	$0	$596		$212,901	$0
13	$19,911	$29,847	$9,275	$13,997	$138,644	$0	$0	$0	$0	$0	$0		$211,673	$0
14	$19,403	$16,861	$20,893	$42,355	$21,921	$21,213	$45,560	$21,766	$42	$0	$0		$210,014	$0
15	$15,529	$16,467	$16,444	$16,812	$16,690	$20,092	$33,447	$775	$17,034	$34,073	$17,043		$204,405	$0
16	$20,339	$23,872	$1,295	$14,313	$22,201	$23,768	$23,455	$23,127	$22,809	$2,937	$23,393		$201,510	$0
17	$1,853	$1,410	$30,718	$111,076	$1,700	$3,988	$34,472	$1,039	$579	$3,997	$2,843		$193,675	$0
18	$1,302	$2,310	$19,056	$5,864	$50,442	$36,930	$12,318	$10,447	$13,233	$10,901	$23,788		$186,590	$0
19	$580	$1,149	$504	$997	$2,367	$1,949	$41,337	$105,394	$3,539	$23,358	$2,539		$183,712	$0
20	$18,079	$9	$71	$245	$653	$744	$7,855	$4,253	$297	$376	$135,696		$168,277	$0
21	$74	$51	$940	$1,271	$11,223	$2,218	$1,481	$102,362	$29,249	$1,546	$8,475		$158,891	$0
22	$13,633	$11,909	$12,525	$13,331	$15,949	$36,819	$14,480	$17,270	$19,384	$324	$0		$155,623	$0
23	$121,806	-$2,501	$30,219	$0	$0	$0	$0	$1,656	$1,943	$321	$0		$153,445	$0
24	$14,960	$1,820	$28,471	$58,941	$18,058	$9,583	$2,098	$6,587	$2,990	$5,116	$3,263		$151,887	$0
25	$4,562	$1,859	$2,026	$5,862	$5,666	$8,619	$6,918	$5,625	$15,777	$10,334	$84,109		$151,356	$0
Total	**$458,690**	**$1,356,706**	**$366,111**	**$475,749**	**$507,343**	**$550,704**	**$449,901**	**$986,910**	**$454,361**	**$544,112**	**$726,747**	**$0**	**$6,877,334**	**$1,378,079**
% of Gross Claims	**13.4%**	**38.5%**	**10.6%**	**12.7%**	**14.1%**	**16.2%**	**12.2%**	**24.0%**	**12.4%**	**12.1%**	**16.7%**		**16.6%**	
Claimants above $150,000	**0**	**2**	**2**	**2**	**3**	**6**	**10**	**16**	**20**	**21**	**25**		**25**	

[1] Totals do not include HCA draft amount.

Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Claimant	Relationship	Plan	Gender	Age Range	Diagnosis	Medical Paid	Pharmacy Paid	Total Paid Claims (YTD) [1]	Expected Reimbursement
1*	Dependent Child	HSA	Male	<1-19	C92 - Myeloid leukaemia	$1,038,286	$0	$1,038,286	$1,038,286
2	Dependent Child	HSA	Male	<1-19	S06 - Intracranial injury	$617,880	$1,143	$619,023	$294,023
3	Spouse	NON HSA BANK	Female	50-59	C45 - Mesothelioma	$361,287	$5,437	$366,723	$41,723
4	Dependent Child	HSA	Female	<1-19	Z51 - Other medical care	$306,286	$22,761	$329,047	$4,047
5	Dependent Child	HSA	Male	<1-19	N18 - Chronic renal failure	$319,307	$2,695	$322,002	$0
6	Spouse	HSA	Female	40-49	Z51 - Other medical care	$312,476	$1,353	$313,829	$0
7	Spouse	HSA	Female	30-39	E05 - Thyrotoxicosis [hyperthyroidism]	$305,873	$898	$306,771	$0
8	Spouse	HSA	Female	60-64	C7B - Secondary neuroendocrine tumors	$211,433	$69,559	$280,992	$0
9	Subscriber	HSA	Female	65+	Z51 - Other medical care	$280,718	$204	$280,922	$0
10	Spouse	HSA	Female	40-49	D57 - Sickle-cell disorders	$248,850	$422	$249,272	$0
11	Dependent Child	HSA	Female	20-29	F31 - Bipolar affective disorder	$190,901	$35,608	$226,509	$0
12	Dependent Child	HSA	Male	<1-19	Q20 - Congenital malformations of cardiac chambers and connections	$212,799	$102	$212,901	$0
13	Subscriber	NON HSA BANK	Male	60-64	Z51 - Other medical care	$208,337	$3,336	$211,673	$0
14	Subscriber	HSA	Male	60-64	Z51 - Other medical care	$84,498	$125,515	$210,014	$0
15	Spouse	ABC Client PPO	Female	40-49	N28 - Other disorders of kidney and ureter, not elsewhere classified	$5,161	$199,244	$204,405	$0
16	Subscriber	HSA	Male	40-49	C64 - Malignant neoplasm of kidney, except renal pelvis	$15,987	$185,523	$201,510	$0
17	Subscriber	HSA	Male	50-59	M50 - Cervical disc disorders	$192,825	$849	$193,675	$0
18	Spouse	HSA	Female	50-59	M30 - Polyarteritis nodosa and related conditions	$100,676	$85,914	$186,590	$0
19	Subscriber	ABC Client PPO	Male	50-59	K92 - Other diseases of digestive system	$164,253	$19,459	$183,712	$0
20	Spouse	HSA	Male	60-64	M43 - Other deforming dorsopathies	$167,360	$917	$168,277	$0
21	Subscriber	HSA	Male	60-64	M48 - Other spondylopathies	$158,074	$818	$158,891	$0
22	Subscriber	NON HSA BANK	Male	50-59	C61 - Malignant neoplasm of prostate	$46,574	$109,049	$155,623	$0
23	Subscriber	HSA	Male	40-49	C91 - Lymphoid leukaemia	$153,445	$0	$153,445	$0
24	Subscriber	NON HSA BANK	Male	60-64	R10 - Abdominal and pelvic pain	$147,315	$4,572	$151,887	$0
25	Spouse	HSA	Female	60-64	U07 - Emergency use of U07	$113,195	$38,161	$151,356	$0
					Total:	**$5,963,794**	**$913,540**	**$6,877,334**	**$1,378,079**

[1] Totals do not include HCA draft amount.

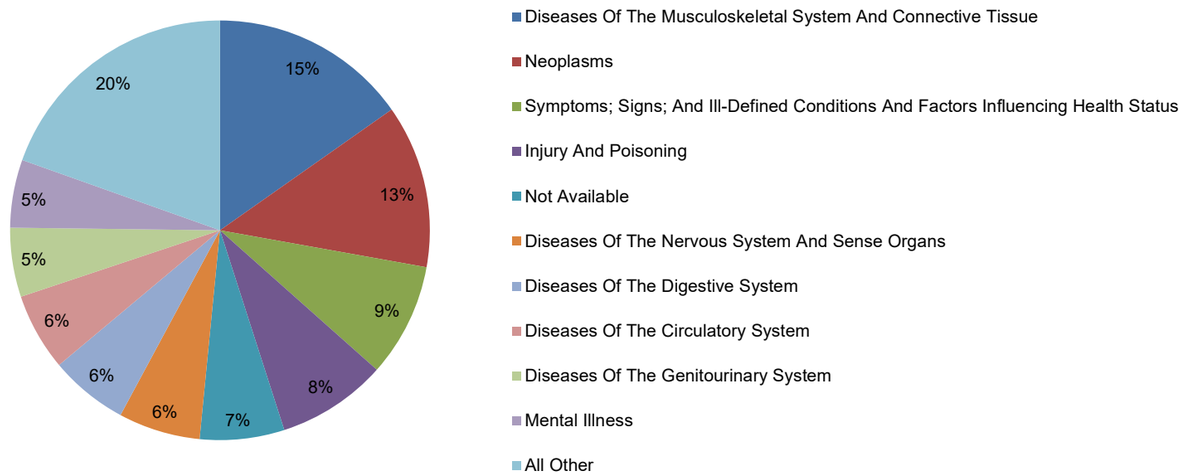
Gallagher
Insurance | Risk Management | Consulting

Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Rank	Diagnostic Category	Number of Claimants	Services	Amount Paid [1]	% of Total Paid Medical Claims
1	Diseases Of The Musculoskeletal System And Connective Tissue	2,607	17,382	$5,004,887	15.2%
2	Neoplasms	650	2,571	$4,130,171	12.6%
3	Symptoms; Signs; And Ill-Defined Conditions And Factors Influencing Health Status	5,252	13,935	$2,872,440	8.7%
4	Injury And Poisoning	1,320	4,743	$2,782,733	8.5%
5	Not Available	2,156	4,623	$2,137,773	6.5%
6	Diseases Of The Nervous System And Sense Organs	2,270	5,538	$2,071,144	6.3%
7	Diseases Of The Digestive System	947	2,669	$1,984,856	6.0%
8	Diseases Of The Circulatory System	1,464	6,563	$1,959,678	6.0%
9	Diseases Of The Genitourinary System	1,310	3,681	$1,749,633	5.3%
10	Mental Illness	1,433	9,466	$1,719,271	5.2%
Total			**71,171**	**$26,412,585**	**80.4%**

[1] Amount Paid includes Blue Access Fees and excludes HCA drafts.

Top 10 Diagnoses by Amount Paid



Gallagher
Insurance | Risk Management | Consulting

Carrier: Carrier
Specific Deductible: $325,000
Contract Type: Paid
Plan Year: 1/1/2021 - 12/31/2021

Rank	Drug	Therapeutic Class	Brand / Generic	# of Claimants	# of Scripts	Amount Paid	Amount Paid / Rx	% of Total Paid Rx
1	Humira Pen	Anti-Tnf-Alpha - Monoclonoal Antibodies	Single Source Brand	20	158	$907,896	$5,746	10.9%
2	Gilenya	Multiple Sclerosis Agents	Single Source Brand	3	30	$246,901	$8,230	3.0%
3	Enbrel Sureclick	Soluble Tumor Necrosis Factor Receptor Agents	Single Source Brand	5	42	$233,014	$5,548	2.8%
4	Stelara	Antipsoriatics	Single Source Brand	3	11	$210,425	$19,130	2.5%
5	Novolog	Insulin	Single Source Brand	30	122	$180,649	$1,481	2.2%
6	Ozempic	Incretin Mimetic Agents (Glp-1 Receptor Agonists)	Single Source Brand	35	176	$147,788	$840	1.8%
7	Avonex	Multiple Sclerosis Agents	Single Source Brand	2	24	$142,241	$5,927	1.7%
8	Votrient	Antineoplastic Enzyme Inhibitors	Single Source Brand	1	9	$125,086	$13,898	1.5%
9	Tresiba Flextouch	Insulin	Single Source Brand	38	187	$117,795	$630	1.4%
10	Trulicity	Incretin Mimetic Agents (Glp-1 Receptor Agonists)	Single Source Brand	32	146	$117,282	$803	1.4%
Total					**905**	**$2,429,077**	**$2,684**	**29.3%**

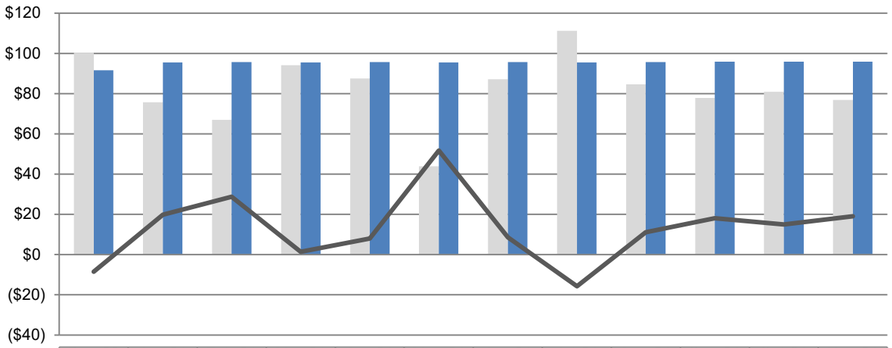
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Insurance | Risk Management | Consulting

Carrier: Carrier
Plan Year: 1/1/2021 - 12/31/2021

Paid Month	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Year-to-Date Total	Year-to-Date PEPM	Rolling 12 Total	Rolling 12 PEPM
Enrollment																
Subscribers	2,800	2,788	2,791	2,744	2,745	2,729	2,719	2,739	2,731	2,728	2,731	3,137	30,582	2,780	33,382	2,782
Members	8,248	8,236	8,248	8,106	8,103	8,051	8,033	8,075	8,079	8,090	8,103	9,275	90,399	8,218	98,647	8,221
Contract Size	2.95	2.95	2.96	2.95	2.95	2.95	2.95	2.95	2.96	2.97	2.97	2.96	2.96		2.96	
Claim Payments																
Dental Claims	$273,684	$204,044	$179,666	$251,455	$233,575	$112,694	$230,298	$297,724	$224,009	$205,526	$214,122	$233,437	$2,386,551	$78.04	$2,660,235	$79.69
Fixed Costs																
Administrative Fees	$7,028	$6,998	$7,005	$6,887	$6,890	$6,850	$6,825	$6,875	$6,855	$6,847	$6,855	$7,874	$76,761	$2.51	$83,789	$2.51
Total Plan Cost	**$280,712**	**$211,042**	**$186,672**	**$258,343**	**$240,465**	**$119,544**	**$237,122**	**$304,599**	**$230,864**	**$212,374**	**$220,977**	**$241,311**	**$2,463,312**	**$80.55**	**$2,744,024**	**$82.20**
Employee Contributions [1]	$51,354	$51,239	$51,313	$50,417	$50,472	$50,121	$50,032	$50,276	$50,238	$50,307	$50,385	$57,872	$562,671	$18.40	$614,025	$18.39
Employer Cost	**$229,358**	**$159,802**	**$135,359**	**$207,926**	**$189,994**	**$69,423**	**$187,090**	**$254,323**	**$180,626**	**$162,067**	**$170,591**	**$183,439**	**$1,900,641**	**$62.15**	**$2,129,999**	**$63.81**
Budget Comparison																
Budgeted Cost [1]	$256,793	$266,496	$266,878	$262,219	$262,504	$260,677	$260,216	$261,485	$261,286	$261,647	$262,055	$300,991	$2,926,455	$95.69	$3,183,247	$95.36
Actual Cost	$280,712	$211,042	$186,672	$258,343	$240,465	$119,544	$237,122	$304,599	$230,864	$212,374	$220,977	$241,311	$2,463,312	$80.55	$2,744,024	$82.20
Variance from Projected ($)	$23,919	($55,454)	($80,207)	($3,876)	($22,038)	($141,133)	($23,094)	$43,114	($30,422)	($49,274)	($41,079)	($59,680)	($463,143)	($15.14)	($439,223)	($13.16)
Variance from Projected (%)	109.3%	79.2%	69.9%	98.5%	91.6%	45.9%	91.1%	116.5%	88.4%	81.2%	84.3%	80.2%	84.2%		86.2%	

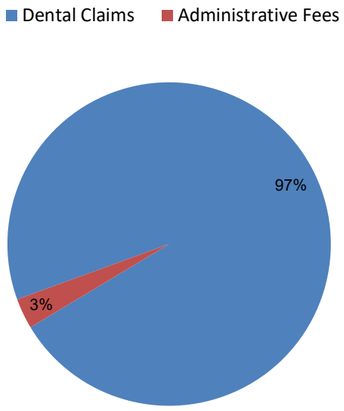
[1] Estimated based on enrollment and monthly employee contributions and fully insured equivalent rates.

Budget Comparison PEPM



	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Actual Cost	$100	$76	$67	$94	$88	$44	$87	$111	$85	$78	$81	$77
Budgeted Cost	$92	$96	$96	$96	$96	$96	$96	$95	$96	$96	$96	$96
Surplus/(Deficit)	($9)	$20	$29	$1	$8	$52	$8	($16)	$11	$18	$15	$19

Combined Plan Expenses





This analysis is for illustrative purposes only, and is not a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. Please see your policy or contact us for specific information or further details in this regard.

Location in Proximity to Fernandina Beach

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

Gallagher's core team all live and work in Jacksonville, FL. We will be available to meet with City staff in-person and attend public meetings as appropriate. If any of Gallagher's specialized consultants located out-of-area are requested to meet in-person, we will accommodate all reasonable travel costs to attend meetings.

Primary Service Office	Secondary Service Office	Corporate Headquarters
501 Riverside Ave. Suite 1000 Jacksonville, FL 32202	463820 State Rd 200 Suite 101, Yulee, FL 32097	2850 Golf Road Rolling Meadows, IL 60008

*For a full listing of all Gallagher offices, please visit www.ajg.com/locations.

Compensation / Cost of Service

1. **Submittals shall include an annual service fee as part of their response to this RFP. The successful firm shall be compensated on an annual fee basis. Fees will be payable quarterly at the end of each quarter. 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.**

Gallagher proposes a flat annual fee of $82,500, billed quarterly, for the initial 3-year term and $85,000 for the potential two additional one-year extensions. Gallagher will continue to provide full disclosure on an annual basis, of all compensation earned.

Gallagher

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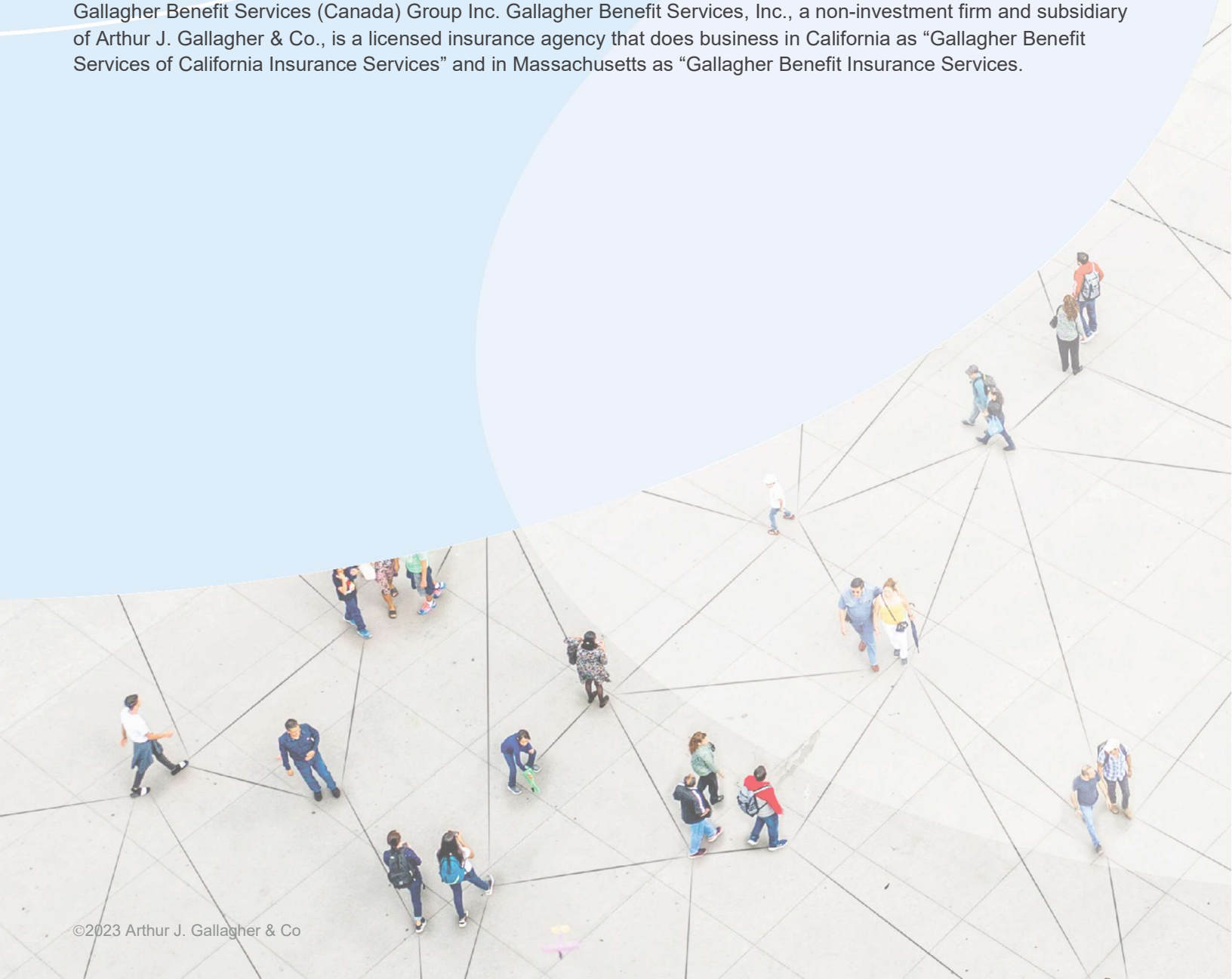
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Arthur J. Gallagher & Co. was named one of the World's Most Ethical Companies® for 2022.

Gallagher is pleased to submit this proposal to you. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

This material was created to provide accurate and reliable information on the subjects covered by should not be regarded as a complete analysis of these subjects. It is not to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services.



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GEHRING GROUP
A RISK STRATEGIES COMPANY

CITY OF FERNANDINA BEACH

EMPLOYEE BENEFITS CONSULTING & BROKERAGE SERVICES
RFP NO. 23-03

Due Date: Tuesday, March 21, 2023 at 2:00 p.m.

Proposal Contact: Cindy Thompson, V.P. of Operations
Tel: (800) 244-3696 or (561) 626-6797
Email: cindy.thompson@gehringgroup.com

Our communities rely on the public sector.
The public sector relies on **Gehring Group.**

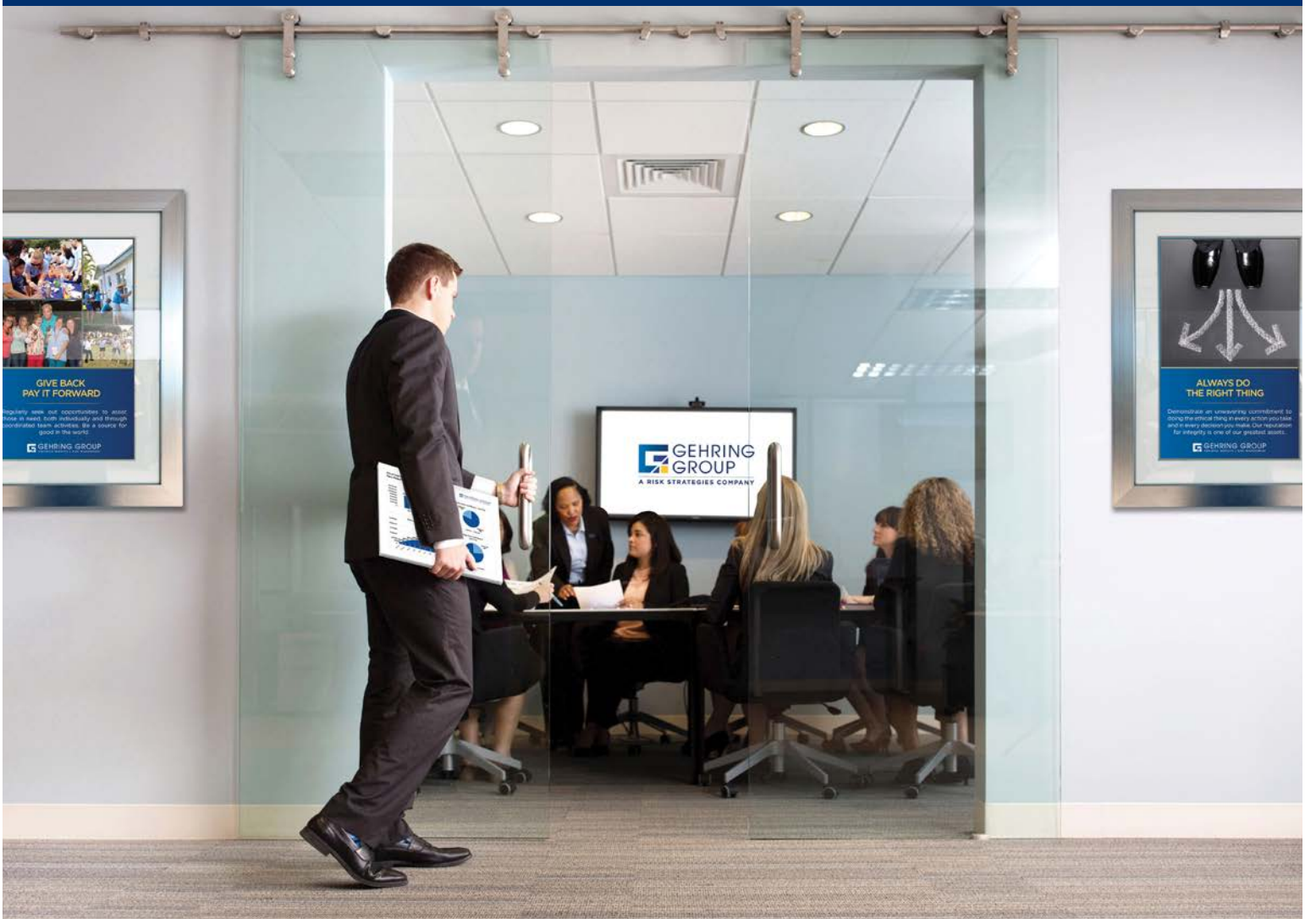


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- Exhibit G ..... Bentek® Online Enrollment & Administration System

Tab 1: Cover Letter & Forms

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 the Project Manager and in which office they are located.**

GEHRING GROUP
A DIVISION OF RISK STRATEGIES

Corporate Headquarters
3500 Kyoto Gardens Dr
Palm Beach Gardens, FL 33410

561.626.6797 office
800.244.3696 toll free
561.626.6970 fax

March 16, 2023

City of Fernandina Beach
Attn: City Clerk's Office – RFP #23-03
204 Ash Street
Fernandina Beach, FL 32034

Re: RFP# 23-03 – Employee Benefits Consulting & Brokerage Services

Dear Evaluation Committee Member:

Gehring Group, a Risk Strategies Company, is pleased to provide this proposal in response to the City of Fernandina Beach's RFP No. 23-03 for Employee Benefits Consulting & Brokerage Services. Through our extensive experience over the past 30 years serving as Benefits Consultant/Broker for over 130 Florida public sector entities (including over 65 municipalities), we are confident that our firm will meet your needs by offering in-depth industry and employee benefits knowledge having worked specifically with public sector employers since the inception of our company. What this means to you and your members is year-round support and proactive planning, assisting the City in continuing to attract and retain employees by offering the strongest, most cost-effective benefit plans through our aggressive negotiations and our carrier status in the marketplace. In addition, we will provide efficiencies, value-added services, and an unparalleled service standard with our ongoing goal of not merely meeting the City's needs but exceeding your expectations.

With team members having an average of 12.2 years and leadership having an average of 17.9 years of industry experience, Gehring Group has grown to become the most respected employee benefits and risk management consulting agencies in the state. Upon becoming a division of RSC Insurance Brokerage, Inc. (d/b/a Risk Strategies Company) on January 1, 2022, Gehring Group has access to a number of additional resources and support. RSC has over 4,000 valued team members, in-house legal and actuarial specialists, and places employee benefit program premiums in excess of $2.5 billion per year. Together we are National industry leaders, ranking in the top three in the country in various specialties with a robust offering in both employee benefits and property and casualty.

As part of the Risk Strategies family, Gehring Group continues our public sector focus, currently serving numerous clients similar in scope and size to the City of Fernandina Beach who have successfully implemented leading edge concepts such as Consumer Directed Health Plans, creative Stop Loss programs, Onsite Clinics, and Innovative Wellness/Mental health Programs in addition to fully insured, participating, level/graded and self-funded programs. Gehring Group is unique in our qualifications to be your broker/consultant for three notable reasons:

1) Public sector is our only industry specialty which will allow the City to leverage our extensive knowledge and understanding of your unique needs, take advantage of our negotiating experience and collaboratively work together to manage future costs of providing employee benefits to your employees and retirees;

2) **Our unique non-producer corporate organizational structure** allows us to offer clients a broad depth of value-added services along with the ability to reinvest revenue to enhance the support we provide year over year; and

3) **Our all-inclusive service model** allows our clients the opportunity to utilize our resources without concern for additional costs while providing full transparency including additional value-added services such as online enrollment solutions, customized print, electronic and video communications, the **CAVU®** benefits benchmarking tool, and the **Mineral** online human resources research and training software.

For those on the proposal evaluation committee, we want to again emphasize Gehring Group's focus on the public sector. Our extensive experience working with other public entities allows us to anticipate your needs and partner together proactively. We have a deep bench of experienced professionals who are experts in all types of funding arrangements, pharmacy options, plan designs, supplemental offerings, wellness initiatives, employer clinics, etc. with a proven track record for saving our clients money. In addition, we have developed trusted legal and educational resources and strong carrier and professional relationships, allowing us to provide proven and exceptional insurance consulting services and guidance regarding plan strategy and legislation applying to governmental employers. Throughout this proposal, our team provides a positive commitment to provide the required services as outlined in the RFP as well as a commitment to continue to seek innovative solutions to the City's benefits cost challenges.

The names of key persons, representatives, and project managers who will be the main contacts for the City regarding these services are as follows and can be reached via our toll-free number (800) 244-3696 or email.

Name	Title	Email
Proposal Contact:	Cindy Thompson, VP - Operations	cindy.thompson@gehringgroup.com
Team Lead:	Shawn Fleming, Senior Benefits Consultant	shawn.fleming@gehringgroup.com
Executive Staff:	Anna Maria Studley, Client Development	annamaria.studley@gehringgroup.com

In summary, Gehring Group meets all qualification requirements including licensing, insurance, and years of experience, and we are confident that we can provide the City of Fernandina Beach with additional value and exceptional services. Our approach to the business, coupled with our extensive public sector experience, familiarity with applicable regulations, market relationships, and enthusiasm make us the broker of choice. We thank the members of the selection committee in advance for the review of our comprehensive response and stand ready to provide any additional clarification upon review of this proposal's contents.

Sincerely,

Kurt N. Gehring
Gehring Group, a Risk Strategies Company
Managing Director & National Practice Leader – Public Entities

2. City Exhibits A – H. Include any applicable licenses/certifications.

The following includes City Exhibits A – H as well as applicable agency and team licenses.

- Exhibit "A" – Contact Sheet
- Exhibit "B" – Public Entity Crimes Statement
- Exhibit "C" – Drug-Free Workplace Certification
- Exhibit "D" – E-Verify Statement
- Exhibit "E" – Proposer Acknowledgments & Agreements
- Exhibit "F" – Conflict of Interest Statement
- Exhibit "G" – Non-Collusion Affidavit
- Exhibit "H" – Disputes Disclosure
- Agency License
- Team Member Insurance Licenses
- Certificate of Good Standing
- Proof of Professional Liability Insurance

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-03
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **RFP 23-03**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the bid submittal. Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: RSC Insurance Brokerage, Inc. **TITLE:** By Kurt N. Gehring, Managing Director

ADDRESS: 3500 Kyoto Gardens Drive

CITY: Palm Beach Gardens **STATE:** FL 33410

AUTHORIZED SIGNATURE:  **DATE:** March 15, 2023

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "A"

CONTACT SHEET

Name: RSC Insurance Brokerage, Inc.

Federal Taxpayer ID: 16-1689464

Mailing Address: 3500 Kyoto Gardens Drive

City, State, & Zip Code: Palm Beach Gardens, Florida 33410

Telephone: (561) 626-6797 | (800) 244-3696 **Fax:** (561) 626-6970

Email: cindy.thompson@gehringgroup.com

Submitted By: Kurt N. Gehring

Title: Managing Director

Accounting Contact:

Name: Cindy Thompson **Title:** V.P. - Operations

Email Address: cindy.thompson@gehringgroup.com **Phone:** (561) 626-6797 | (800) 244-3696

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND 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 RFP-23-03, Employee Benefits Consulting & Brokerage Services

2. This sworn statement is submitted by (entity) RSC Insurance Brokerage, Inc. whose business address is 3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410 and (if applicable) Federal Employer Identification Number (FEIN) is 16-1689464 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A .)

3. My name is Kurt N. Gehring and my relationship to the entity named above is Managing Director .

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 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

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

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

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

Signature
Kurt N. Gehring

Date:
March 15, 2023

STATE OF FLORIDA
COUNTY OF PALM BEACH

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 15th day of March, 2023, and is personally known to me, or has provided personally known as identification.

Notary Public
My Commission expires:

DIANA SORIANO
Notary Public - State of Florida
Commission # HH 069128
My Comm. Expires Mar 17, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: RSC Insurance Brokerage, Inc.
3500 Kyoto Gardens Drive
CITY: Palm Beach Gardens STATE: FL ZIP CODE: 33410

SIGNATURE: _____ PHONE: (561) 626-6797 | (800) 244-3696

NAME (TYPED OR PRINTED): Kurt N. Gehring TITLE: Managing Director

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: 23-03

Project Description: Employee Benefits Consulting & Brokerage Services

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: RSC Insurance Brokerage , Inc., including its division, Gehring Group

Authorized Signature: _____
Kurt N. Gehring

Title: Managing Director

Date: March 15, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Kurt N. Gehring Title: Managing Director

Signature: _____ Date: March 15, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP-23-03, Employee Benefits Consulting & Brokerage Services.

This sworn statement is submitted by (entity) RSC Insurance Brokerage, Inc. whose business address is 3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410 and (if applicable) Federal Employer Identification Number (FEIN) is 16-1689464 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A .)

My name is Kurt N. Gehring and my relationship to the entity named above is Managing Director .

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

Signature Date:
Kurt N. Gehring March 15, 2023

STATE OF FLORIDA
COUNTY OF PALM BEACH

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 15th day of March, 20 23, and is personally known to me, or has provided personally known as identification.

Diana Soriano My Commission expires:
Notary Signature

DIANA SORIANO
Notary Public - State of Florida
Commission # HH 069128
My Comm. Expires Mar 17, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP-23-03, Employee Benefits Consulting & Brokerage Services

This sworn statement is submitted by (entity) RSC Insurance Brokerage, Inc. whose business address is 3500 Kyoto Gardens Drive, Palm Beach Gardens, FL 33410 and (if applicable) Federal Employer Identification Number (FEIN) is 16-1689464 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: N/A .)

My name is Kurt N. Gehring and my relationship to the entity named above is Managing Director .

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:
Kurt N. Gehring March 15, 2023

STATE OF FLORIDA
COUNTY OF PALM BEACH

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 15th day of March, 2023 is personally known to me, or has provided personally known as identification.

Diana Soriano My Commission expires:
Notary Signature

DIANA SORIANO
Notary Public - State of Florida
Commission # HH 069128
My Comm. Expires Mar 17, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

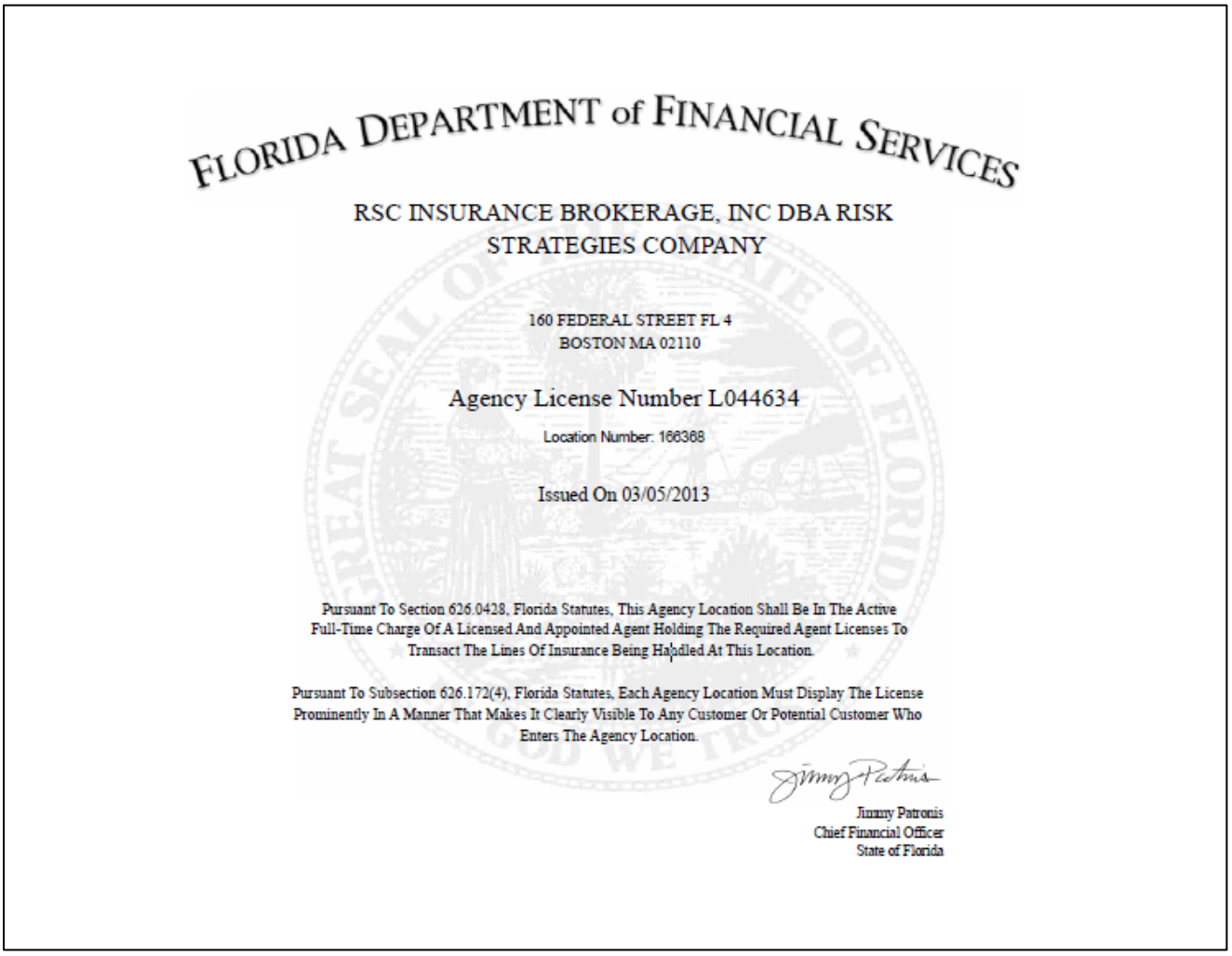
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Fernandina Beach.

RSC Insurance Brokerage, Inc.	March 15, 2023
Firm	Date
Authorized Signature	Kurt N. Gehring Printed or Typed Name and Title

*RSC Insurance Brokerage, Inc. is subject to litigation in the ordinary course of business commensurate with the size and scope of its insurance brokerage business activity. In the past five (5) years, there has been no request for equitable adjustment, contract claims, bid protest, or litigation filed as it pertains to employee benefits services in the state of Florida.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Agency License



FLORIDA DEPARTMENT of FINANCIAL SERVICES

RSC INSURANCE BROKERAGE, INC DBA RISK STRATEGIES COMPANY

160 FEDERAL STREET FL 4
BOSTON MA 02110

Agency License Number L044634

Location Number: 166368

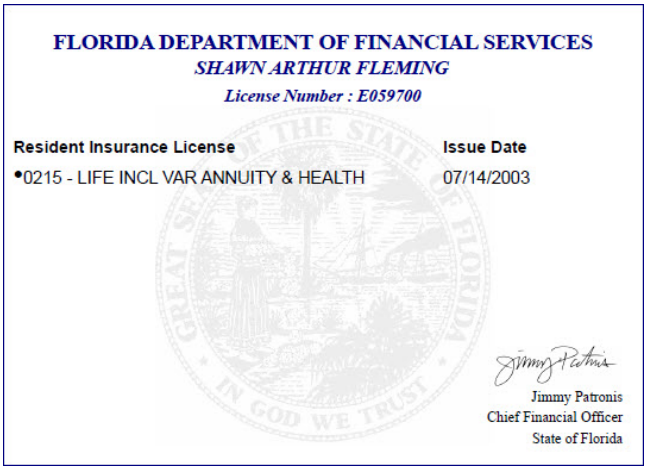
Issued On 03/05/2013

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

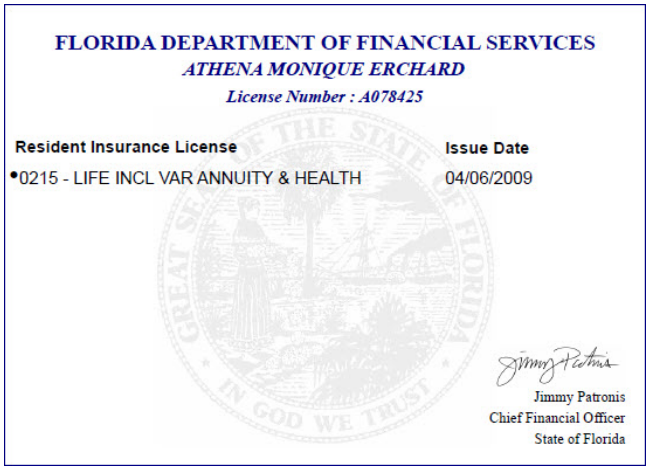
Team Member Florida Insurance Licenses



FLORIDA DEPARTMENT OF FINANCIAL SERVICES
SHAWN ARTHUR FLEMING
License Number : E059700

Resident Insurance License	Issue Date
•0215 - LIFE INCL VAR ANNUITY & HEALTH	07/14/2003

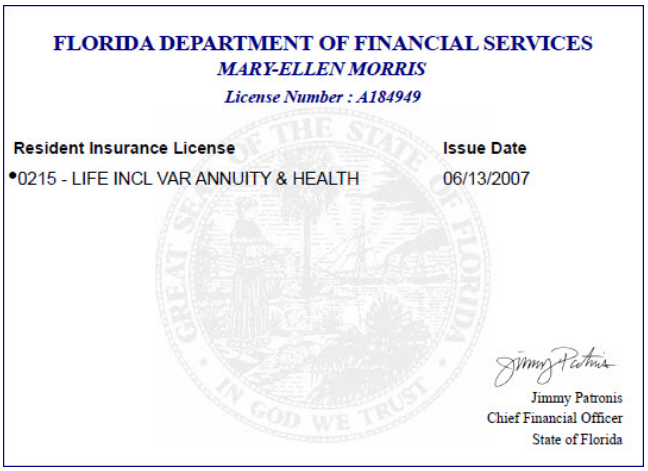
Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES
ATHENA MONIQUE ERCHARD
License Number : A078425

Resident Insurance License	Issue Date
•0215 - LIFE INCL VAR ANNUITY & HEALTH	04/06/2009

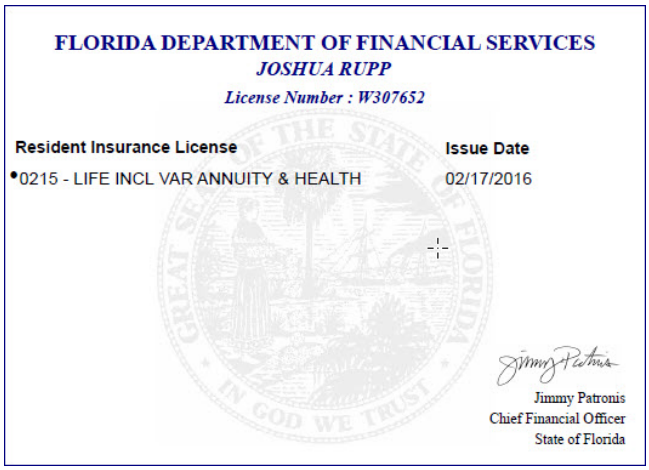
Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES
MARY-ELLEN MORRIS
License Number : A184949

Resident Insurance License	Issue Date
•0215 - LIFE INCL VAR ANNUITY & HEALTH	06/13/2007

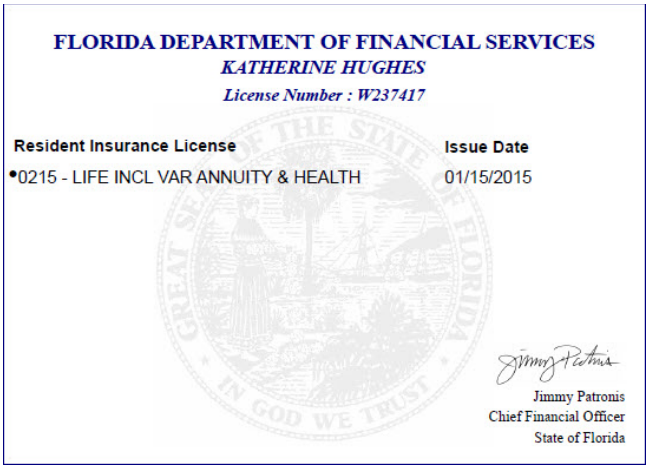
Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES
JOSHUA RUPP
License Number : W307652

Resident Insurance License	Issue Date
•0215 - LIFE INCL VAR ANNUITY & HEALTH	02/17/2016

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES
KATHERINE HUGHES
License Number : W237417

Resident Insurance License	Issue Date
•0215 - LIFE INCL VAR ANNUITY & HEALTH	01/15/2015

Jimmy Patronis
Chief Financial Officer
State of Florida

Certificate of Good Standing

State of Florida
Department of State

I certify from the records of this office that RSC INSURANCE BROKERAGE, INC is a Delaware corporation authorized to transact business in the State of Florida, qualified on March 24, 2008.

The document number of this corporation is F08000001322.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 22, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of January, 2023

Secretary of State

Tracking Number: 7002959966CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Proof of Professional Liability Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/05/2022

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

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

PRODUCER	CONTACT NAME: Bryan Lorenz	
RSC Insurance Brokerage, Inc. 160 Federal St. 4th Floor Boston MA 02110	PHONE (A/C, No, Ext): (617) 330-5700	FAX (A/C, No): (617) 439-3752
	E-MAIL ADDRESS: blorenz@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Co	37885
INSURED The Gehring Group, Inc., a division of RSC Insurance Brokerage, Inc. 160 Federal Street, 4th Floor Boston MA 02110	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL2292800023 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Errors & Omissions			ELU18561722	09/30/2022	09/30/2023	Per Claim	$1,000,000
							Aggregate	$1,000,000

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

Issued as evidence of insurance.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE MB Christian

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

Tab 2: Project Scope of Work

The successful BROKER/CONSULTANT shall be able to perform or provide the following services. These services shall include but not be limited to:

General Services

1. **Provide dedicated personnel to be the main contact for managing account relationship. The contact will be readily accessible to City Human Resources personnel.**

The dedicated personnel proposed to manage the account relationship with the City of Fernandina Beach is Shawn Fleming, Senior Benefits Consultant, who can be reached at (561)626-6797 or (800)244-3696 and whose email address is shawn.fleming@gehringgroup.com. Shawn is our certified expert in self-funded programs as well as onsite clinics and is supported by an entire team of benefits experts including a backup consultant, Athena Erchard.

Group has a longstanding commitment to quality assurance that starts with providing a team of qualified, licensed professionals assigned to each client, ensuring that client requests are responded to thoroughly, timely, and with expertise. These individuals are readily accessible to the City's HR personnel and available for onsite meetings, committee meetings, video conferencing, etc. The team proposed to service the needs of the City boast decades in the employee benefit arena as well as service to public sector entities. Your service team will continue to include the following individuals:

Role	Name	Florida Insurance License #	Years of Industry Experience
Senior Benefits Consultant	Shawn Fleming, CSFS	E059700	19 years
Backup Benefits Consultant	Athena Erchard	A078425	25 years
Employee Benefits Analyst	Joshua Rupp	W307652	8 years
Senior Account Manager	Mary Ellen Morris	A184949	32 years
Account Relations Manager	Katherine Howard	W237417	7 years
Support Staff – i.e.: Graphics, Employee Advocates, Wellness		n/a	n/a

Licensing can be verified at: http://www.myfloridacfo.com/data/aar_alis1/

Resumes for each of the individuals listed above as well as our executive team are included in Tab 3: Individual Qualifications. The roles of each team member are further detailed below:



Senior Benefits Consultant:

Shawn Fleming

Location: Palm Beach Gardens

Your Senior Benefits Consultant is responsible for spearheading strategic and budget planning, making recommendations as necessary and providing guidance with regard to plan design, new products, funding options, compliance and legislation. Shawn and Athena are available as needed for meetings with decision makers and available to make presentations to executive staff, employee committees and City leaders as required.

	Benefits Consultant: Athena Erchard Location: Sarasota	Your Benefits Consultant supports the Senior Benefits Consultant Consultant in meeting the needs of the City regarding all aspects of its employee benefits program. Athena will be available as a resource to the team for all staff and committee meetings, throughout the RFP process, renewal negotiations and quarterly reporting as well as serving as an expert resource for questions regarding your employee benefits program.
	Senior Employee Benefits Analyst: Joshua Rupp Location: Jacksonville	Your senior employee benefits analysts will work closely with your Senior Benefits Consultant regarding all financial and analytical functions including compiling and issuing RFPs, evaluation of proposals and aggressive renewal negotiations. They are also responsible for monitoring claims utilization and large claims, making recommendations relative to utilization patterns and providing budget and renewal projections.
	Senior Account Manager: Mary Ellen Morris Location: Palm Beach Gardens	Mary Ellen Morris will serve as the City's Senior Account Manager and assist staff and employees with day-to-day benefits related issues. She will serve as a direct contact regarding all service aspects of the benefits program including compliance issues, program implementation, open enrollment coordination and attendance, wellness planning, employee advocacy, and various other service roles.
	Account Relations Manager: Katherine Hughes Location: Palm Beach Gardens	The Account Relations Manager works hand in hand with the assigned Account Manager and serves as an in-house member of the service team responsible for coordinating implementations, enrollments, health fairs, etc. and ensuring all day-to-day service issues are addressed. Katherine (Katie) is also responsible for review and editing of the employee benefits handbook and accuracy of employee communicatons materials.

2. Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods.

As an agency with experts in all areas of employee benefits insurance, Gehring Group focuses on recommending proposals that best meet the needs of our clients. Gehring Group, acting as your independent employee benefits broker, has extensive experience in conducting an analysis to determine the best opportunities to better manage health care costs. This may include the evaluation of alternative funding methods, provider network discounts or contract types, or the implementation of new benefit options, an onsite health center or aggressive wellness program. Our clients can be sure that any recommendation is solely based on the specific needs and goals of their organization.

In addition, Gehring Group has taken a proactive stance and is consistently monitoring the current events taking place amidst the current fast-paced legislative environment. When new legislation is enacted, our team immediately holds educational seminars, webinars, and workshops along with providing one on one guidance to ensure our clients are educated on all new requirements to ensure all plans and policies remain in compliance. Our team and partner resources have been an educational resource on various legislation including but not limited to Florida Statutes, the Affordable Care Act (ACA), Firefighter Cancer Bill, Families First Coronavirus Response Act (FFCRA), Coronavirus Aid, Relief, and Economic Security (CARES) Act, American Rescue Plan Acta (ARPA) the Inflation Reduction Act (IRA) and most recently RxDC reporting and disclosure.

We will provide the City with updates regarding any changes applicable to the City's benefits programs and assist in planning and preparation to remain in compliance with all legislative and reporting requirements. In fact, our team is currently assisting all clients in completing the newly required Sec. 204 reporting requirement implemented as a result of the Consolidated Appropriations Act (CAA).

Gehring Group is also known for being an innovator and trend-setter in the employee benefits marketplace. We evaluate all emerging cost saving options to determine viability for our clients and review new plan options as they become available under any new legislation. We maintain a strong commitment to remain at the forefront of industry trends, market conditions, innovative concepts and new types of health insurance programs being presented by insurance companies and third-party administrators. Through our knowledge and expertise of all types of plan designs and funding arrangements, Gehring Group staff is able to aid our clients in determining which carriers and programs represent viable options in order to assist management in making better-informed decisions regarding the implementation of new concepts, and determining whether they are in the best interest of the organization. For some groups this may mean consolidating plans to better consolidate risk and reduce adverse selection, while for other entities it may mean providing more plan options to better accommodate the needs of various types of employee populations within the entity who may be seeking varying coverage levels or alternatively, more affordable premium costs.

Our team has also evaluated the benefits of various other concepts to contain/reduce health care costs including:

- Innovative and holistic wellness programs,
- "Centers of Excellence" Hospitals
- Onsite/near-site clinic implementation and ROI monitoring,
- Telemedicine,
- Customized employee assistance programs and mental health services/networks,
- Value-based plan designs,
- Specialty physician designation cost share differences,
- Plans with "narrow networks" and client specific networks,
- Alternative funding options
- International prescription sourcing,
- Pharmacy rebates and re-contracting of terms
- Negotiation of wellness funds, technology funds, additional carrier services and support,
- Captive funding arrangements, and
- Live diabetic monitoring with mobile-enabled glucometers via a third-party diabetes management vendor.

Gehring Group remains ahead of the curve regarding the evaluation and implementation of new cost saving concepts in order to locate creative cost saving solutions and guide our clients through the entire selection and implementation process. Our concentration in the public sector enables us to have access to an extensive amount of public sector employee benefits benchmark data in-house. This includes statistics on plan benefits, employer contributions, waiting periods, trend factors and other related data. With this data and our knowledge of the local market, we review and consider all available cost saving options when developing a strategic plan with our clients. In addition, our integrity and credibility in the marketplace is recognized by the carriers with whom we work, allowing for direct access to underwriters, preferred status recognition as brokers for the public sector and enables our team members to achieve a high level of results when negotiating.

3. **Assist in the development and review of communication materials written by the City's benefit administrators and other participating organizations for content, appearance, compliance and accuracy.**

   Gehring Group's professional in-house professional Graphics Department enables us to assist our clients with various types of employee communication and educational materials. As part of our services, we draft and produce an open enrollment booklet, employee communication pieces such as payroll stuffers, department posters, wellness brochures, member reminders, announcements, etc. in print or electronic format. (Samples are included in Exhibits A and B). The proposed Gehring Group team is also available as a resource to review communication materials created by the City for content, accuracy, appearance, and compliance prior to distribution. This allows our clients to consistently communicate its employee benefit offerings and keep their employees well educated regarding their employee benefit options and responsibilities. All work products and samples included in the Exhibits section were created and produced in house. Communication materials are inclusive in our proposed scope of services at no additional fee or print limitation. Additional information regarding Gehring Group's communication services is included in Tab 5.

4. **Assist the City on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of City benefit program policy and administration.**

   Your assigned team will maintain continuous communication throughout the plan year to provide support to staff with analytical, budgetary, administrative, legislative, member challenges, enrollment, and billing questions. We are also available to assist with the resolution of claim problems and other issues such as policy interpretation. In addition to your Senior Account Manager and Senior Analyst, the City will also have access to our in-house Client Service Specialists to lend assistance. Please also note that there is never any additional charge for meetings or onsite visits.

5. **Provide a qualified representative to attend meetings with City staff, Management Team, and employees as requested or needed.**

   Gehring Group is available to attend and assist with meetings with the City Council, staff, management, employees, and labor groups. Our team also participates in many of our clients' employee committees that include labor representation and are veteran presenters to various governing bodies including various types of Councils, Boards and Committees.

6. **Review all plan documents for accuracy and compliance with appropriate laws and regulations, appropriateness of items to be included in a Section 125 Plan and review of annual required filings.**

   Confirmed. Your Gehring Group team of experts is available to assist the City in reviewing all plan documents, plan amendments and flexible benefits plans for completeness, accuracy, and compliance with appropriate laws and regulations. In addition, our team can serve as a resource for annual required filings such as the ACA 1094/1095-C forms and the PCORI fee (if applicable). Our proposal also includes the actuarial services to perform the annual required 112.08 filing of actuarial soundness, in the event the City of Fernandina Beach is interested in transitioning to a self-insured arrangement. We work hand in hand with our actuaries to compile and review all data necessary to complete any annual required filings and reserve requirements.

As part of the RFP, renewal and/or implementation process, Gehring Group ensures that all solicitations, applications, plan documents and contracts for all current and new vendors are complete and accurate and forwarded to the applicable vendors in a timely manner. In addition, our team reviews all vendor contracts to ensure they are in line with what was proposed and presented and will review the City's Employee Benefits Handbook for accuracy and compliance.



Gehring Group also works with our clients to ensure they are compliant with all annual notice and disclosure requirements. To assist in this effort, the Benefits Consultant and team will meet annually to review your programs compliance with frequently changing local, State and Federal legislation specific to government entities. We have developed our "Annual Notices and Disclosures" checklist to ensure that all requirements have been addressed. It provides a description of the notice, when it is due, allowed distribution methods and easy access to links locate the notice.

7. Advise and assist the City in negotiating renewal rates and plan provisions.

Confirmed. Gehring Group's large public sector client base will provide your group with the necessary negotiating strength when dealing with various insurance carriers during the renewal season and throughout the year. Gehring Group represents you, not the insurance company. Through our extensive experience negotiating numerous plan renewals each year, we are able to identify excessive trend factors and other cost drivers in our clients' renewal proposals from the various carriers. In addition, due to our large number of public sector clients, we have access to industry specific benchmark data within our own client base.

Gehring Group provides expert analysis, progressive solutions, and top-level negotiating skills. Our firm has negotiated the savings of millions of dollars in premiums for our clients in addition to providing enhanced benefits through our program analysis and creative plan placement. To accomplish this, your Gehring Group team will conduct detailed reviews, analysis and projection sessions with decision makers at key points throughout the year, typically quarterly. We consistently track the available claims utilization data of your program throughout the plan year in order to more effectively prepare for the renewal process and develop strategies for ensuring that the City receives the most value for its health care dollar. We will provide monthly claim reports and review large claims data to determine whether your programs are running favorably and utilize this claims data to forecast budget projections and negotiate with vendors.

8. Assist the City in annual enrollment meetings or health fairs as needed.

Assistance with Enrollment Meetings

Your Gehring Group Senior Account Manager will be the primary contact and resource for all services related to open enrollment coordination, preparation, and attendance. She and the other Account Management team members will guide you through planning, implementation and execution of renewal decisions made each year. Our open enrollment coordination and assistance includes but is not limited to:

- Creating and producing annual benefits booklets and employee communications
- Coordinating and conducting open enrollment meetings
- Attending open enrollment meetings to assist employees (one-on-one)
- Coordinating all materials or carrier/vendor participation for open enrollment
- Creating open enrollment informational PowerPoint presentations and videos
- Providing additional staff to support multiple locations and time slots for employee meetings

- Supporting Staff and working with applicable HRIS and/or online enrollment systems
- Arranging multilingual representatives (as needed)
- Reviewing SPD and Plan Documents for accuracy

Based on our team and back up approach for servicing our clients, your Gehring Group service team is truly an extension of, and valuable resource to the benefits administration and human resources staff throughout the open enrollment process.

During the COVID-19 pandemic and CDC recommendations for social distancing at the time, our team got even more creative in our efforts to provide our clients with innovative enrollment solutions. Using our in-house video production technology and graphics resources, we were able to provide our clients with several alternatives to the in-person, group enrollment meeting, allowing our clients and their employees to maintain social distancing recommendations while continuing to provide thorough employee education. These options included:

1. Live Virtual Open Enrollment Presentation
2. Pre-recorded Open Enrollment Presentation
3. Pre-recorded Voiceover PowerPoint Presentation

Our information client flyer which outlines these options is included below.

During these unprecedented times... We are working hard to support you while keeping everyone safe!



This year benefit education meetings may require a different presentation style. As a result, our team has prepared creative options for your upcoming Open Enrollment Season.

- **Live Virtual Open Enrollment Presentation** – prepared and presented through Microsoft Teams, (or other safe host platform), utilizing scheduled meeting times with your staff and presented live by your Gehring Group Account Manager.
- **Pre-recorded Open Enrollment Presentation** – prepared and presented by your Gehring Group Account Manager and sent as a safe link to share with staff through your internal intranet or email. This option can be viewed as a scheduled meeting or posted for accessibility when convenient on laptops, tablets, smart phones, or desktops. This presentation can also serve as an additional resource for future New Hire Orientation meetings.
- **Pre-recorded Voiceover PowerPoint Presentation** – prepared pre-recorded presentation with accompanied PowerPoint. Once complete the pre-recorded presentation will be sent as a safe link to share with staff through your internal intranet or email. This option can be viewed as a scheduled meeting or posted for accessibility when convenient on laptops, tablets, smart phones, or desktops. This presentation can also serve as an additional resource for future New Hire Orientation meetings.
- **Bentek Admin Assist** - a new and convenient virtual option to assist employees with the Bentek enrollment process. This is recommended as a scheduled appointment meeting, individual assist format.

Contact your Gehring Group Account Manager to discuss the most effective option for your team and organization.

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Assistance with Health Fairs

Gehring Group's Account Managers and Wellness Coordinators have coordinated open enrollment, health and wellness fairs for the majority of our current clients and can work with the City on determining the most desirable incentive to encourage employee participation. We can arrange for vendors that include but are not limited to:

- All current insurance carriers & TPAs, FSA, Worksite, and other service providers;
- Onsite medical services such as biometrics, the "mammovan" and onsite angio screenings;
- Financial wellness services from local non-profits such as the Debt Management Credit Counseling;
- Gyms such as LA Fitness, Planet Fitness and YMCA; and
- Local vendors such as Costco and Sam's.

We will work with the City to identify preferred local vendors and community resources and will assist in outreach to develop a partnership with those resources. In some scenarios, we have already developed discounts through other clients which can be made available to others in the region. As a result of the variety of clients we serve we know of a large variety of wellness resources, vendors, and community resources to consider.

9. Respondents are required to be HIPAA compliant.

Our organization has established several policies and procedures to ensure the confidentiality, integrity, and availability of all our information and information systems. We formed these policies and procedures to minimize any risks to the organization from internal and external events. These policies and procedures cover areas such as: hardware and software purchasing, anti-virus and anti-spam systems, data management including data encryption and confidentiality, network and telecommunication security, and access controls and password usage. We are HIPAA compliant, maintain business associate agreements with all clients and vendors and adhere to best practices regarding the transmission of protected health insurance (PHI) and personally identifiable information (PII).

Specific examples of the use of security techniques to protect information include the strict use and monitoring of VPNs between computer facilities, the use of secure FTP (FTP/ES) for transferring files between our organization and external parties, the use of PGP public key encryption to secure information stored on systems, and the use of encrypted email for transmitting sensitive information.

HIPAA compliance is at the core of our processes and systems engineering which starts with executing Business Associate Agreements with clients, carriers, and other applicable vendors, utilizing "secure" email to transmit sensitive data and regular password and security updates. Gehring Group has implemented strict controls designed to protect customer data and ensure data availability and conducts an annual HIPAA risk assessment via a third-party authorized HITRUST CSF Assessor. Throughout the use of redundant communications infrastructure, processing environment, access controls, monitoring controls, and security policies/procedures, Gehring Group and Bentek are able to provide stable and secure services to its customers.

Gehring Group understands and remains in full compliance with the Privacy and Security regulations as well as the regulatory landscape specified by HIPAA legislation and federal and state privacy laws. In addition, all employees are required to complete an annual HIPAA training program to ensure an effective company-wide understanding of each employee's responsibility relating to data privacy and security, and ethics and integrity. These training protocols provide employees with an understanding of the importance of protecting the

confidentiality of client data. Such training and policies are part of our comprehensive corporate compliance privacy program.

10. Apprise the City of current issues in the areas of benefits law and administration.

Gehring maintains a strong commitment to remain at the forefront of new legislation, and to educate our clients in a clear and understandable, timely manner regarding updates and changes in federal and state legislation. We employ a proactive approach to learning, interpreting, and educating on all applicable regulations as released. Our compliance team includes in-house CPAs, our attorney partners, tenured licensed professionals, and seasoned human resources professionals holding the PHR and SPHR designations. We believe independence and transparency are important in our role as advisors. In order to play an "independent role" as your employee benefits consultant, Gehring is not currently involved in any specific political, regulatory or legislative activities. We do, however, remain informed regarding movements in regulatory activities on a very timely basis via our strategic partnerships.

Strategic Legal Partnership – Seyfarth Shaw

Seyfarth

Gehring Group retains Seyfarth Shaw's Benjamin Conley as an additional resource for legal issues and research regarding health and welfare plans, ERISA and other benefits related topics. Mr. Conley regularly advises on defined benefit and defined contribution plan compliance, ACA, Section 125, ERISA, COBRA, and HIPAA privacy regulations. He is also a member of Seyfarth Shaw's healthcare reform team and regularly consults with various governmental agencies such as the IRS, Department of Health and Human Services and the Department of Labor on health care reform developments, receiving clarification and interpretation of guidance directly from the source. One example of this is Seyfarth Shaw's participation in the American Bar Association's Joint Committee on Employee Benefits. This is an influential organization that meets regularly with representatives from the IRS to pose issues needing further clarification and discussion. This group oftentimes influences IRS regulatory decisions.

Focus on Client Education

Gehring Group is recognized within the industry as experts in the Employee Benefits field. During this time of legislative change, Gehring Group has taken on the role of becoming an educational resource for our clients by hosting several informative seminars on relevant topics. Our experts employ several methods of educating our clients and informing them about changes in federal, state, and/or local laws. These include:

- **Gehring Group Newsletters**
  Gehring Group provides you with updates regarding any changes in applicable laws and how they might affect your benefits program via our Gehring Group newsletters which are distributed via email and posted on our client portal. (**Exhibit D**)

- **Client Seminars, Webinars & Workshops**



During the COVID-19 pandemic, Gehring Group hosted weekly webinars regarding the new legislation surrounding the Families First Coronavirus Response Act (FFCRA), the subsequent Coronavirus Aid, Relief, and Economic Security (CARES) Act, American Rescue Plan Act (ARPA) and corresponding legislation surrounding COVID-19. As part of our commitment to keeping our clients informed and educated, Gehring Group also hosts an annual two-day ***Insurance Education, Innovation, and Excellence Summit*** and provides recurring ***Benefits Administration Workshops*** on topics including: Benefits Basics; Public Sector 101 & Florida Sunshine Laws; Releasing and Bid for Benefits; Open Enrollment Planning; When Things Go Wrong; Industry Associations; Compliance Notices; etc. The sessions are designed for the public sector benefits administrator. We also recently introduced a ***Mental Health First Aid Workshop,*** a two-day class focusing on providing solutions when addressing increasing concerns around mental health and substance abuse disorders. These sessions are taught by our very own Anna Maria Studley, Director of Client Development and Joelle Kantor, Wellness Coordinator, both of whom have achieved certification as a *National Council Mental Health First Aid* instructor.

In the event of new legislation such as the ***Firefighter Cancer Bill,*** our experts hosted a special legislative workshop, providing legal resources to answer questions and guiding through the financial considerations and potential funding options. These additional educational opportunities enable our clients to connect with peers and discuss best practices and emerging trends.

- **Face-to-Face Meetings**

Last, but not least, Gehring Group will make a point to meet with clients, face to face, to address issues or opportunities specific to that client. It is our goal to provide our clients with any training and support as needed. Since Gehring Group sits on the agent advisory councils of many of the major insurance carriers in the state, we are often the first to be informed of new health plan trends and product offerings resulting from the new legislative mandates and can therefore keep our clients well informed of any programs or potential new cost saving opportunities. In addition, we meet with each client to address any changes in state or federal regulations that may affect them.

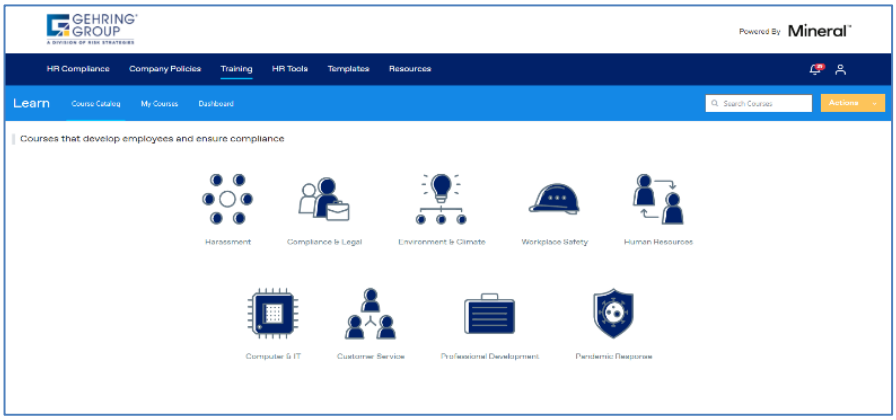
Gehring Group has taken a proactive stance and is consistently monitoring the current events taking place amidst the current fast-paced legislative environment. Gehring Group will provide the City with updates regarding any changes applicable to client benefits programs and assist in planning and preparation to remain in compliance with all legislative requirements.

MINERAL HR ONLINE RESEARCH TOOL

Mineral™

Gehring Group also provides *Mineral* to all clients <u>at no additional charge</u>. *Mineral* offers a one-stop resource for quick answers to thousands of human resources and employee benefits questions covering such issues as record-keeping, employment law, wages and withholding, workers' compensation, harassment, ERISA, COBRA, and FMLA. *Mineral* provides you with easy and immediate access to expert HR advisors who will provide information and answers in a timely manner to minimize the exposure and risk associated with legal and regulatory matters. These answers are provided via phone, web, or email, followed up with a written

response to summarize the issue and result. This services also includes over 200 safety training courses and the ability to assign and track completion of training.



HR Hotline – Immediate, unlimited help from PHR and SPHR Advisors via phone or email.

- Phone access to HR advisers anytime Mon-Fri, 9am-8pm EST
- Written/email follow-up on complex issues or researched matters
- National and regional expertise

HR Library – Immediate access to HR resources to solve your HR concerns.

- Thousands of forms, documents, tools, and checklists for every HR department
- Job description builder and salary benchmarking tools

Learn Pro – More than 200 online training courses that ensure compliance, reduce risk and drive employee engagement.

- Intuitive administrative dashboard
- Risk and Safety content
- Robust reporting

11. Act as liaison with insurance/contract issues.

Your Gehring Group team will be extensively involved in interacting with all of the City's carriers and vendors. We view our role as the liaison between the City and its vendors and represent your best interests in negotiating, coordinating, implementing and monitoring all aspects of plan benefits and service. We will be your liaison for any insurance or contract issues and consistently review carrier performance and interact with claims departments to ensure claims are processed correctly. In addition, we are able to negotiate performance guarantees with vendors regarding implementation, ongoing member service criteria and provider discounts.

Members of your service team are not only available to benefits administration staff and decision makers but are also directly accessible by employees and retirees. We are available to assist our clients and their employees in the resolution of unresolved claim issues. In addition to your assigned account manager, Gehring Group also provides three in-house Client Service Specialists who serve as employee advocates specifically for this purpose. These staff members are available to help employees work through claims issues by analyzing the issue and working with the carrier claims department or service representative as well as the provider's office to seek resolution. Our internal Client Service Specialists are also intricate in helping to

resolve escalated claims issues by assisting with writing appeal letters in the event a claim has been denied. Our Gehring Group team will follow up with the applicable carrier claims department or service representative and assist in gathering all required information and documentation and continuously follow up throughout the appeal process. They exhaust all avenues in their efforts to bring each employee issue to resolution.

12. Presentations to elected officials as needed.

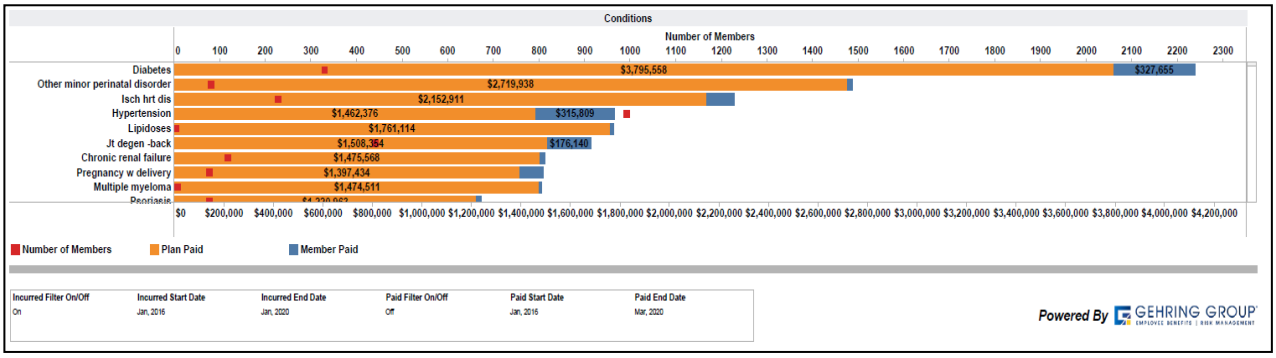
Members of your Gehring Group service team are available to attend City Council meetings and conduct presentations to elected officials as needed to provide PowerPoint presentations, review coverage proposals and answer any questions the City Council may have. Members of your current Gehring Group service team are well-versed in working with the public sector and their elected officials. We feel it is our responsibility to support and nurture the relationship between City staff and elected officials as it relates to your benefits program.

Technical Services

1. **Health Plan Comparison/Utilization Analysis – The BROKER/CONSULTANT is expected to work with the City in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the City in order to monitor City benefit plans. Once analyzed, the BROKER/CONSULTANT is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. It is preferred that the BROKER/CONSULTANT have in-house utilization analysis of all City medical relationships, including managed-care alternatives.**

Gehring Group's Analytical Services Department staff members are experts in the evaluation skills necessary to present complex insurance information in an easy-to-understand format. Gehring Group will review monthly and historical claims experience, demographic data trends and plan performance from a financial perspective, providing a summary explanation of our findings. Our seasoned and experienced analysts review and evaluate each client's plan performance on a monthly or quarterly basis, seeking out any claims' anomalies, with further extensive analysis performed at scheduled intervals, typically annually.

One example how Gehring Group utilized this data in conjunction with benefit recommendations was for a City similar in size to the City. Upon our review of this City's top conditions by cost, we were able to illustrate to our client the extent to which treatment of diabetes was impacting their plan. With this information, we were able to make the recommendation to increase the level of coverage on this specific condition and lower the out-of-pocket costs for employees, ultimately increasing treatment and prescription drug adherence with the goal of better care resulting in a lower claims costs impact to the overall plan by those with diabetes.



In the event the City decides to transition to a self-insured medical plan, Gehring Group is proposing our NavMD claims analysis platform within the scope of services included within this proposal. Gehring Group's NavMD data analytics platform allows us to evaluate claims data and network utilization in real time to further optimize plan designs by review of claims data.

Data Analytics – Through our in-house NavMD platform, we are able to provide trend analysis, risk segmentation, high claimant stop-loss reimbursement reports, premium and funding assessments, provider network utilization analysis and most recently COVID-19 utilization summaries for our self-insured clients. This consistent monitoring and review will help determine whether renewal projections are in line and allow for any adjustments to budget expectations.



Gehring Group utilizes the NavMD data analytics platform to evaluate claims data and network utilization for our self-insured clients even further. NavMD Analytics is a predictive health analytics and health plan management system. It provides many clinical and risk measures of total populations and subpopulations, integrated with demographic data, compliance averages for Episodic Treatment Groups® of conditions, Episodic Risk Groups®, medical and pharmacy compliance, condition prevalence and slide calculators that automatically calculate Value Based utilization for pharmacy, (medical possession ratio) and outpatient best practice standards of care.

Plan Design Modeling – Plan Design Modeling is supported by the rich Data Analytics & Reporting capabilities. The Plan Modeling component is a core feature of the system designed to provide the information necessary to add value to health care planning. Whether you want to employ value-based plan design through employee intervention and wellness programs, or simply better track your high-cost populations in order to contain cost and retain higher cash flow, the Plan Modeling tool is where we capitalize on diligent data analysis.

These tools provide comparative analyses on proposed plan strategies using historical claims data by simulating the effect of plan modifications. Forecasting and modeling both simple and complex strategy adjustments against actual claims experience in your health plan. These tools interactively support creativity in plan design, producing innovative approaches modeled for higher cost savings, increased cash flow and improved plan efficiency.

The following includes various dashboard and utilization reports created in Gehring Group's NavMD Data Analytics platform utilized to conduct various types of analyses for our clients to pinpoint key metrics such as high-cost conditions, potential provider or benefit overutilization, wellness targets, etc. This tool also provides high level benchmarking that is real-time and specific to other public sector employers of similar demographics.

- Utilization Summary Report
- Top 10 Conditions Benchmark Comparison
- Top 10 Physicians
- Top 10 Facilities
- Top 10 Pharmacies
- Top 10 Pharmacy Claimants
- Formulary vs. Non-Formulary Spend
- COVID Filter Repot
- Pharmacy Relationships
- Risk Index by Demographics
- Risk Index Summary
- Risk Index Ranges by Cost
- Cost Sharing Reports including:
  - Member vs. Employer
  - By Participant Division
  - By Plan Option

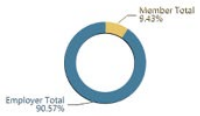
Samples are included below for illustration purposes. Additional sample reports are included in **Exhibit C: Sample Reports & Work Product.**

SAMPLE
Cost Sharing

Aviso

Paid Start/End: Jan 1, 2020 - Jan 31, 2021
Incurred Start/End: N/A

Total Paid



Payments



Breakout By Plan Summary

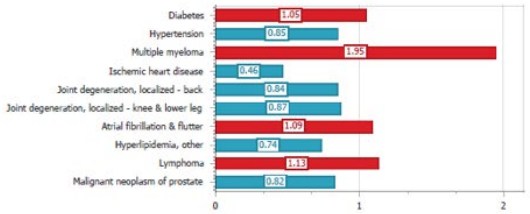
	Member	Employer
Medical	$2,277,693.39	$20,216,995.17
Rx	$1,081,250.31	$12,047,901.68
Total	$3,358,943.70	$32,264,896.85
PMPM	$707.15	$822.29
% of Cost	9%	91%

Results

Cost Share - Member	Medical	Rx	Total	% of Total
Copay	$1,611,632.00	$886,556.72	$2,498,188.72	74%
Deductible	$370,525.94	$194,693.59	$565,219.53	17%
Co-Insurance	$295,535.45	$0.00	$295,535.45	9%
Cost Share - Employer	Medical	Rx	Total	% of Total
Plan Reserves	$0.00	$0.00	$0.00	0%
Member Subtotal	$2,277,693.39	$1,081,250.31	$3,358,943.70	100%
Total	$2,277,693.39	$1,081,250.31	$3,358,943.70	100%

Top 10 Conditions: Benchmark Comparison

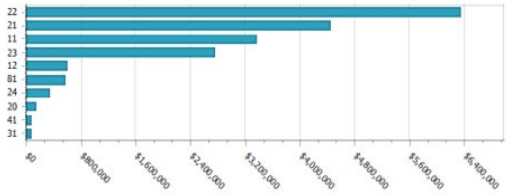
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EPISODE	# CLAIMANTS	TOTAL PAID	BENCHMARK SCALE (1 = NORM)	$ OVER OR UNDER ($0 = NORM)
Diabetes	398	$2,282,039.24	1.05	$98,687.83
Hypertension	1,273	$1,294,724.10	0.85	($225,089.61)
Multiple myeloma	5	$1,165,318.63	1.95	$566,837.14
Ischemic heart disease	336	$872,925.59	0.46	($1,024,229.85)
Joint degeneration, localized - back	381	$841,504.34	0.84	($157,960.53)
Joint degeneration, localized - knee & lower leg	238	$764,791.39	0.87	($117,003.76)
Atrial fibrillation & flutter	77	$818,749.55	1.09	$41,726.07
Hyperlipidemia, other	825	$474,148.01	0.74	($170,620.24)
Lymphoma	15	$467,507.79	1.13	$52,701.73
Malignant neoplasm of prostate	73	$449,892.18	0.82	($96,995.33)
All Others	3,767	$14,029,338.85	0.67	($6,894,310.87)
		$23,150,939.67	0.74	($7,926,257.42)

Top 10 Places of Service

GEHRING GROUP



PLACE OF SERVICE CODE	PLACE OF SERVICE	PLAN PAID	# OF CLAIM SERVICE LINES	MEMBER PAID	TOP CONDITION
22	Outpatient Hospital	$6,340,084.46	36,403	$327,816.17	Oth infl non-crnial nrv, wo comp, w surg
21	Inpatient Hospital	$4,424,750.76	19,304	$208,527.10	Record outside date range
11	Office	$3,344,930.76	84,605	$1,080,624.50	Jt degen -knee L/leg, wo comp, wo comorb, w surg
23	Emergency Room - Hospital	$2,738,390.80	20,741	$171,771.93	Brain trauma, wo comp, wo comorb, wo surg
12	Home	$582,383.90	11,169	$156,302.57	Minor bact skin infection, wo comp, w comorb
81	Independent Laboratory	$559,983.40	37,765	$18,880.92	Mal neo breast, wo comp, w comorb, w surg & a/rn
24	Ambulatory Surgical Center	$328,193.74	1,523	$26,431.20	Orphan record
20	Urgent Care Facility	$138,728.32	1,879	$44,317.83	Migraine headache, wo comp, wo comorb
41	Ambulance - Land	$60,739.83	763	$36,444.06	Other inflam lung disease, w surg
31	Skilled Nursing Facility	$56,309.37	350	$556.56	Cerebral vascular disease, wo comp, wo comorb, wo surg
Remaining Places of Service		$163,408.59	5,461	$50,307.94	

Formulary vs. Non-Formulary

GEHRING GROUP



FORMULARY?	PLAN PAID	% PLAN PAID OF TOTAL PLAN PAID	MEMBER PAID	# OF CLAIMANTS	# OF CLAIM SERVICE LINES	PER EMPLOYEE PER MONTH
Non-Formulary	$3,206,554.63	27.77%	$167,122.24	1,298	6,667	$107.85
Formulary	$8,339,398.37	72.23%	$793,541.77	3,342	71,665	$280.50
	$11,545,953.00		$960,664.01		78,332	$388.35

Pharmacy Relationships

GEHRING GROUP



RELATIONSHIP	PLAN PAID	% PLAN PAID OF TOTAL PLAN PAID	# OF CLAIMANTS	MEMBER PAID	PER MEMBER PER MONTH
E	$7,990,380.89	69.21%	2,017	$674,289.96	$149.91
S	$2,618,618.10	22.68%	734	$218,660.54	$49.13
C	$936,954.01	8.11%	629	$67,713.51	$17.58
	$11,545,953.00		3,380	$960,664.01	$216.62

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

2. **Compliance – The BROKER/CONSULTANT will advise the City on any federally mandated compliance requirements relevant to City plans and providing guidance, when requested, in developing compliance strategies.**

Gehring Group makes a proactive and timely commitment to provide the City with regular updates regarding any changes in applicable laws. Our team will also promptly advise the City on any federally mandated compliance requirements and provide guidance as necessary. We provide our clients, with updates regarding any changes in applicable laws and how they might affect your benefits program through various means including the issuance of newsletters, client seminars, workshops, webinars, and face-to-face meetings. Additional details surrounding our Focus on Client Education and legal resources through Seyfarth Shaw is included #10 under "General Services" above. In addition, Exhibit D: Sample Employee Benefit Newsletters includes several examples of such notifications on legislative issues. We are proactive on follow-up and will contact you directly in the event of any legislative changes that may affect your group or your coverage.

Due to Gehring Group's very proactive response to new legislation, we have hosted a number of workshops, informational seminars and webinars on new legislation for our clients and their benefits staff so that they have all the information needed to remain in compliance and are comfortable in their understanding of any new requirements. During the last several years, Gehring Group has hosted and presented at the following educational events:

Date	Client Educational Opportunity
June, 2019	Client Workshop – Firefighters Cancer Bill & Emergency Responder Death Benefits Amendment Update Workshop Client Workshop – HR Leadership Forum Workshop
July, 2019	Client Workshop – Benefits Administration Training & Workshop
July, 2019	Webinar – State Legislative Update
July, 2019	Florida Public Human Resources Assn 2019 Summer Conference – Health Plan Enrollment – Rules and Strategies
October, 2019	Webinar – Wellness Woes: How the DOL is Raining on Macy's Parade
March 19, 2020	Webinar – COVID-19 and the Impact on Public Sector Employers
March, 2020	Client Workshop – Benefits Administration Training & Workshop
April 1, 2020	Webinar – Families First Coronavirus Response Act: Emerging Guidance & Answers (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
April 14, 2020	Webinar – Understanding COVID-19 and the Testing Alternatives
April 21, 2020	Webinar – Families First Coronavirus Response Act (FFCRA): Updated Guidance (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
April 29, 2020	Webinar – Is Your Website ADA Compliant
April 30, 2020	Webinar – Return to Work Considerations and Decision-Making (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
June 4, 2020	Webinar – Reopening During a Pandemic: Is it Safe to go back into the Water (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
July 21, 2020	Webinar – Questions & Answers on Return to Work and COVID Related Matters (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
August 4, 2020	Webinar – Keeping Your Wellness Program Together While Being Apart

Date	Client Educational Opportunity
September 10, 2020	**Webinar** – The Hits Keep Coming: The Latest on COVID-19 (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
October 14, 2020	**Client Workshop –** Benefits Administration Training & Workshop
October 29, 2020	**Webinar –** Protecting Your Organization from Cyber Crime
December 10, 2020	**Webinar** – Practice Cyber Safety While Home for the Holidays
January 6, 2021	**Webinar** – Let's Talk COVID Vaccines (Expert Panelist: Dr. Pete LoFaso)
January 7, 2021	**Webinar** – FFCRA, COVID Related Employer/Employee Update (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
March 17, 2021	**Webinar** – Outbreak, Vaccine Update, and the Considerations of the American Rescue Plan Act (ARPA) on the Public Sector (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
March 18, 2021	**Webinar –** The ABCD's of Medicare (Expert Panelist: Michele Malooley, LPRT, CSA)
April 21 & 22, 2021	**Gehring Group Two-Day Public Sector Client Summit**
May 26, 2021	**Webinar –** Calculating the Count & Completing the Form 720 for PCORI Fees
July 7, 2021	**Webinar –** Tax Credits and COBRA Benefits Under the American Rescue Plan
August 25, 2021	**Webinar** – The Fourth Wave: Updates on Vaccine & Mask Mandates and Emerging Topics
September 23, 2021	**Webinar –** Don't be "Surprised" by Upcoming Benefits Changes
November 17, 2021	**Webinar –** COVID In Our Midst: Understanding the Current State of Affairs
January 5, 2022	**Webinar –** It's 1095 Time!
January 26, 2022	**Webinar –** The A, B, C, Ds of Medicare Part 2
January 27, 2022	**Benefits Administration Workshop 1.0**
February 24, 2022	**Benefits Administration Workshop 2.0**
March 30, 2022	**First Responder Focus Group –** Police and Fire Mental Health Focus Group
April 20-21, 2022	**Public Sector Client Summit -** Gehring Group Two-Day Public Sector Client Summit
June 22, 2022	**Benefits Administration Workshop 1.0**
July 14, 2022	**Webinar –** Employer Health Plan Considerations in the Wake of Dobbs
July 20, 2022	**Benefits Administration Workshop 2.0**
July 21, 2022	**Webinar –** CAVU For You: Benchmarking for the Public Sector
September 20, 2022	**Webinar –** Legislative Updates: Public Safety Officer Support Act and the Inflation Reduction Act
January 24, 2023	**Benefits Administration Workshop 1.0**
February 16, 20232	**Benefits Administration Workshop 2.0**
February 21, 2023	**Webinar –** The End of the Public Health Emergency

As the insurance market continues to evolve, Gehring Group diligently reviews all newly available product offerings to ensure that our clients are always presented with the best available options while complying with all mandates and requirements of state and federal legislation. As detailed in prior sections of this proposal response, Gehring Group provides training and webinars on various topics relevant to benefits staff and the administration of the City's employee benefits program. These additional educational opportunities are

available at no additional cost and enable our clients to connect with peers and discuss best practices and emerging trends.

Additional tools utilized by our service teams include various external resources as well as checklists developed internally to assist with organization and compliance. Some of these checklists include:

- Annual Legislative and ACA Compliance Review
- Compliance Notices Review
- Account Management Open Enrollment Checklist
- Implementation Checklist (New Carrier, New Client)
- Member Appeal Process Checklist
- Analytical Final Decisions Checklist
- Graphics Timeline Checklist (Employee Benefits Highlights)
- Employee Benefits Highlights Booklet Review Checklist

Gehring Group has taken a proactive stance and is consistently monitoring the current events taking place amidst the current fast-paced legislative environment. Gehring Group will provide the City with updates regarding any changes applicable to client benefits programs and assist in planning and preparation to remain in compliance with all legislative requirements.

3. **Actuarial Report Services – The BROKER/CONSULTANT will assist in the preparation of materials required for an annual actuarial review of the City's Health Benefit program. This currently entails the City's annual actuarial filing pursuant to FS112.08 and GASB 75 OPEB valuation.**

In the event the City transitions to a self-insured arrangement, Gehring Group's analytical team (which consists of former carrier underwriters) will work in conjunction with our actuaries to perform required filings, annual projections, self-funded rate setting and reserve calculations to ensure independent actuarial review. We also work directly with the actuary and the TPA/Carrier to gather the applicable information to provide to the City's OPEB actuary in order to complete the annual GASB actuarial study. This typically includes acquiring data for both the active population and the retiree population and includes but is not limited to obtaining a census file containing: social security numbers, names, genders, dates of birth, percent of gross premium paid by the retiree, percent of gross premium paid by the retiree for dependents, health plan option selected, tier of coverage enrolled, and the retiree contribution provided by the employer. In addition, a census file must be received by the health plan that includes every individual covered (employee, retiree, and dependent) that includes an indicator of whether or not the individual has a Medicare status. The Medicare status will indicate: 0=not Medicare eligible; 1=process as secondary to Medicare Part A only; and 2=process as secondary to Medicare Part A & B. Also, if the employer provides the retirees group life insurance, census data will also have to be provided as the retiree receives an "implicit subsidy" by paying a "group premium rate" that is lower than the fair market value of the life coverage because of being bundled with the demographics of active employees. We will assist and coordinate the compilation of all required information.

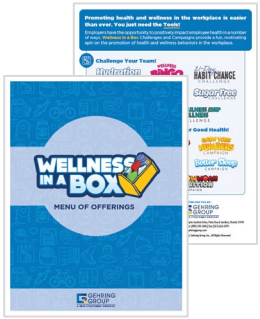
4. **Section 125 Plan – The BROKER/CONSULTANT will participate in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. This includes a review of IRS Form 5500 annually submitted by the City for accuracy and compliance.**

Gehring Group is available to review and assist with the filing of all required forms and advise on issues relating to items to be included in the City's Section 125 plan. In the event legal interpretation is required, Gehring retains Seyfarth Shaw's Benjamin Conley as an additional resource for issues and research regarding health and welfare plans, ERISA, and other benefits related topics. Mr. Conley regularly advises on defined benefit and defined contribution plan compliance, Section 125, ERISA, COBRA, and HIPAA privacy regulations. He is also a member of Seyfarth Shaw's healthcare reform team and regularly consults with various governmental agencies such as the IRS, Department of Health and Human Services and the Department of Labor on health care reform developments, receiving clarification and interpretation of guidance directly from the source.

5. **Wellness/Disease Management Programs- The BROKER/CONSULTANT will assist the City in evaluation, implementing and measuring the effectiveness of wellness and disease management programs.**

Gehring Group is a strong proponent of wellness programs and initiatives within the workplace. We have helped clients implement numerous programs and wellness initiatives to help control costs and improve their population's overall health and well-being. We have also employed custom designed Wellness programs to target chronic condition management, implemented innovative wellness programs which incorporate various types of incentives, and promoted additional health engagement through biometric screenings, the "mammovan", and blood glucose screenings.

Gehring Group has assisted numerous clients in implementing a structured wellness program with the goal of encouraging employees toward a culture of wellness while ensuring compliance with EEOC and ACA guidelines. We are available to assist our clients in developing a concrete wellness strategy with written goals and are there each step of the way. Gehring Group coordinates services between carriers, health and wellness vendors, and the client to facilitate the delivery of appropriate and coordinated health management and care management services through various outlets including clinics, educational seminars, management programs offered through the carrier, carrier resources, programs developed by the Gehring Group wellness team, and health improvement wellness challenge platform vendors. Gehring Group's Wellness Coordinators are also available to advise and assist in designing and implementing programs to help achieve effective population health management practices for your organization. Gehring Group's Wellness Coordinators have knowledge of various effective wellness vendors and can provide you with an overview of which services may be in your best interest.



For those clients seeking to keep employees more engaged in its wellness efforts, Gehring Group provides access to turnkey educational collateral that includes custom materials and program tracking for initiatives such as hydration challenges, nutrition tracking, walking and other initiatives. Successes of these various Wellness program initiatives include clients receiving honors for *Healthiest Employer* awards, Gold and Silver leveled mentions through *Tobacco Free Florida Wellness* awards, *BlueZone* community designation, *Mental Health USA's Bell Seal* and many more.

In addition to the regular monitoring of the City's claims experience and utilization trends, Gehring Group can use the aggregate results of these biometrics to provide valuable insight to aid in making recommendations for specific disease management programs offered by the City's carriers or other third-party vendors and

recommend plan changes to encourage preventive care visits and prescription drug adherence for those with chronic conditions. Our Wellness Coordinators also utilize this data to develop a long-term wellness strategy and make recommendations regarding the types of wellness initiatives to implement. Through the implementation of a long-term well strategy and scheduled programs and events, we can target the conditions and behaviors that will have the greatest impact to the health of your members as well as utilization of the health plan.

Our experience in recommending wellness program initiatives includes such Florida clients as the Martin County School District, City of Naples, City of Stuart, Charlotte County BOCC and the City of Clearwater. The following includes two case studies of how client wellness initiatives have positively impacted their benefits program:

Case Studies

Example 1: Municipality (400 employees)

Consumer Driven Health Plan Model with Wellness Initiatives

Over the past six years, this City has worked with Gehring Group and its health partner, CIGNA, to build a health improvement program to improve the well-being of its employees, but also help them realize the financial rewards of a healthy workforce. Creating a culture built on management support for healthy change has been crucial to the City's successful wellness journey. And the results of this five-year strategy have been record-breaking and award-winning by many standards.

Starting Simple

Recognizing that employees perform best when healthy, the City implemented a voluntary wellness incentive program. They rewarded employees for health actions, encouraging them to reach targets relating to such factors as BMI, blood sugar level, cholesterol, blood pressure and smoking with a reward of an additional $500 in a Health Reimbursement Account.

Building on Success

As the program gained traction, our team partnered with the City to implement Cigna's MotivateMe program to enhance their wellness efforts. Providing coaching online and over the phone, this program gives employee even more opportunities to be rewarded for achieving wellness goals. The coaching encourages employees to reach previously unattainable targets by improving nutrition, exercising, learning to manage stress, working toward a healthier weight, and ending tobacco use. Each year, the City comes closer to its strategic goal of behavior change. Participation in the wellness incentive program rose to 99% with increased funding from the City, employees' Health Reimbursement Account funding became dependent upon completion of a biometric screening and health assessment.

Today, the wellness program includes an extensive roster of strategies, ranging from exercise and healthy cooking programs to fitness challenges and health fairs. Through their Onsite Wellness Coordinator, the City has developed strategies and funding options that enable employees to use Cigna-provided programs as well as local resources. And as employees have become more engaged in their well-being, the efforts have shown significant improvement in workforce health and productivity – all of which contributes to greater fiscal well-being for the City and the City budget. **Most notably, this City has not had to change plan funding for four years in a row nor change what employees pay for their benefits.** In addition to this, the City has also accomplished the following achievements:

- **4 years with no rate increase to health plan**
- **99% Participation in Wellness Incentive Program**
- **22% increase in preventive care visits (60% vs. norm 25%)**
- **$288,000 in actual ROI from various programs**
- **11% reduced catastrophic claims cost per covered life**
- **7% decrease in blood pressure & 23% reduction in cholesterol risk levels**
- **4% decrease in High Risk Levels and 7% increase in Low Risk Levels**
- **Platinum Employer by AHA – BlueZone Approved – CIGNA WellBeing Award Recipient – American Heart Association Gold Workplace Health Achievement Award**

Example 2: Municipality (970 employees)

Wellness Program with HRA Funding Incentive

Using carrier-provided wellness funds, Gehring Group worked with this municipality to develop and implement a City-wide wellness initiative with achievable health targets and various physical activity programs throughout the year with the goal of engaging and encouraging employees to develop or maintain healthy lifestyles. As part of the implementation process, we also assessed the current health benefit design, modifying it slightly to increase projected claim savings to fund initiatives in future years. Our team met with City Leadership, decision makers, attorneys, and all unions to educate them on the short- and long-term advantages to their members and their families, resulting in full union approval from all bargaining units.

The program provides resources that allow employees to maximize their overall health and wellbeing. This voluntary program is offered to all employees who are enrolled in the City's medical plan and provides incentives for each wellness target achieved or each management program completed. Incentives can total up to $500 and may be accessed through a pre-tax Health Reimbursement Arrangement (HRA) account and utilized to offset plan deductibles, copays and other qualified out of pocket expenses. To receive the incentives, the program requires employees to complete an annual wellness exam, achieve specific target numbers and/or participate in various disease management programs and wellness incentive activities. The following is an example of the various programs and activities available:

Table 1: Wellness Initiative Program through the Employee Health Center (10/1/21 - 9/30/22)

Measurement	Target		Management Program	Incentive
Completion of a Health Risk Assessment (HRA) and Biometrics Screening				$75
Weight Measurement A. Body Mass Index (BMI) OR B. Waist Circumference	BMI: 25 or less OR A waist circumference Male <= 40 inches or Females <= 35 inches	If target not met, then enroll in one of these programs through the Clinic. Please note the length of programs on the following page to allow adequate time to complete prior to September 30, 2022.	Weight Management	$50
Blood Sugar	100 mg/dL or less or HGB A1C 6.0 or less		Diabetes Management	$50
Cholesterol	Total: 199mg/dL or less or HDL: 59mg/dL or above		Cholesterol Management	$50
Blood Pressure	Systolic: 135 or less Diastolic: 85 or less		Hypertension Management	$50
Nicotine Use	No use detected		Nicotine Cessation	$50

Table 2: Wellness Incentive Activities offered by the City (10/1/21 – 9/30/22)

Activity	Target	Incentive	Total
Living Well in PSL Programs	Complete Up to 3 Programs	$25 Each (Up to $75 Maximum)	Total Maximum Equals Up to $175
Exercise Participation	12 Days Per Month	$25 Per Quarter (Up to $100 Maximum)	
"Did You Know?" Seminars & Preventive Screenings	Complete Up to 4	$25 Each (Up to $100 Maximum)	

During the most recent plan year, 41% of employees received an incentive for participating in a health risk assessment, achieving various health targets, participation in smoking cessation programs, exercising twelve or more days per month and attending educational seminars/webinars. Although participation was slightly down due to the effects of COVID-19, this past year remains a success. The City and Gehring Group will be increasing its efforts relating to wellness communication and program options when it is safe to do so.

6. **Litigation – On rare occasions, the City may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the BROKER/CONSULTANT may be expected to assist the City in providing necessary materials and testify if needed.**

In the event the City is involved in litigation arising from requests for proposals, contracting, or employee grievances, members of our team are available to assist the City and the administration in proving necessary materials and testify, if required.

7. **Automated benefits administration and enrollment services and programs. The BROKER/CONSULTANT shall provide secure, automated benefits administration and enrollment services.**

It is our understanding that the City currently utilizes the *Employee Navigator* platform to perform its employee benefits online enrollment and administration tasks and reporting of eligibility to the applicable insurance providers. If the City is pleased with the current option, Gehring Group would assume the cost of any fees related to the Employee Navigator software platform and assist the City with supporting aspects of continuing to the existing system.

In the event the City is interested in a more robust enrollment platform that was built and customized for the public sector, Gehring Group recommends the Bentek Online Enrollment and Administration System. With Bentek's benefits administration and employee enrollment portal, public sector entities have been able to streamline their benefits administration processes and have a HIPAA secure, comprehensive solution to provide YEAR-ROUND benefits administration services and enrollment capabilities, ensuring a reduction in manual processes and increase in employee satisfaction.

Additional Gehring Group, Florida public sector entities that have increased their benefits administration efficiencies via Bentek include:

Account Name	
Cape Coral, City of	Oakland Park, City of
Career Source Palm Beach County	Oldsmar, City of
Charlotte County Board of County Commissioners	Oviedo, City of
Citrus County Board of County Commissioners	Palm Bay, City of
Clearwater, City of	Palm Beach, Town of
Cocoa Beach, City of	Palm Springs, Village of

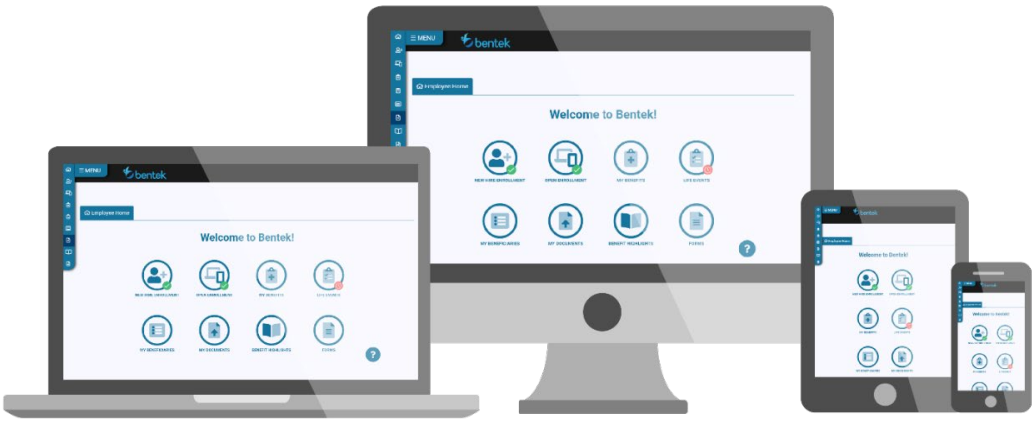
Account Name	
Cocoa, City of	Parkland, City of
Coconut Creek, City of	Pasco County Clerk
Coral Gables, City of	Pasco County Sheriff's Office
Davie, Town of	Pinellas County Sheriff's Office
Deerfield Beach, City of	Pinellas Suncoast Transit Authority
Delray Beach, City of	Port St. Lucie, City of
Dunedin, City of	Rockledge, City of
Flagler County Sheriff's Office	Sarasota County Sheriff's Office
Hernando County Board of County Commissioners	Satellite Beach, City of
Highlands County Board of County Commissioners	Sebastian, City of
Hollywood, City of	South Florida Water Management District
Key West, City of	St. Lucie County Sheriff's Office
Keys Energy Services	Stuart, City of
Lake Worth Beach, City of	Tampa Bay Water Authority
Margate, City of	Tax Collector, Palm Beach County
Martin County BOCC	Venice, City of
Martin County School District	Wellington, Village of
Martin County Sheriff's Office	West Palm Beach, City of
Naples, City of	Government of the US Virgin Islands
North Port, City of	Virgin Islands Water & Power Authority

About Bentek®

Bentek® is a system developed over 15 years ago specifically to meet the unique needs of the public sector. It is an easy and convenient, online benefits enrollment and administration system that streamlines benefit enrollment by delivering a web-based enrollment solution to over 100 Florida public sector entities throughout the country.

Via Bentek, our clients have access to a sophisticated, completely paperless benefits enrollment and administration solution that increases efficiencies in numerous ways including:

- ☑ Allowing employees to access their benefits information 24 hours a day/365 days a year;
- ☑ Providing one central place for employers to administer all lines of benefits coverage for employees and retirees;
- ☑ Allowing automated eligibility transmissions to your carriers;
- ☑ Providing a more efficient way to record qualifying events and beneficiary designations, and more.



The online enrollment experience is designed to guide employees through the enrollment process in progressive steps, each tracked within the Enrollment Progress Bar. During any enrollment process (Open Enrollment, New Hire, Qualifying Event), employees can view both current and future enrollment and deduction information for all benefit options on one screen.

Bentek is a completely cloud-based benefits enrollment and administration solution that streamlines your administrative processes and provides a comprehensive solution inclusive of the following features:

Employee Self-Service



- Powerful self-service tool providing employees with 24/7/365 access from the comfort of their homes to view their real time comprehensive benefits summary, review and compare plans, report qualifying life events, upload supporting documents, view dependents, manage beneficiaries for life insurance and retirement plans, and more.
- Increased employee engagement with access to current enrollment, cost, plan documents, provider information and a plan comparison tool to assist with enrollment decisions.
- Customized content including open enrollment news, embedded links, and access to videos and presentations which create a system that is complete with benefit resources for employees.

Open Enrollment

- Provides a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules specifically designed for the annual enrollment period.
- Ability to immediately upload supporting documents for dependent verification upon completing the annual open enrollment session.
- Provides a detailed confirmation statement of all elected benefits and deductions that can be saved, printed, and viewed in future sessions.
- Ability to access to detailed plan information such as Summaries of Benefits and Coverage, plan summaries, plan comparisons and acknowledge compliance notifications, disclaimers, etc.
- Supports passive enrollment to eliminate interruption to daily administration activities.
- Supports carrier, plan, and rate changes without requiring employees to re-enroll.
- Has no blackout periods during renewal planning and set-up.

New Hire Enrollment

- New hires have access to the New Hire Enrollment module in Bentek throughout their eligibility waiting period to elect benefits, upload supporting documents, and designate life insurance beneficiaries.
- Provides a rules-based enrollment and customized user experience built with benefit logic, alerts, and informational notifications based on the client's plan eligibility rules specifically for new hires.
- Ability to immediately upload supporting documents for dependent verification upon completing a new hire enrollment session.
- Displays all employer-paid benefits to employees during their new hire enrollment.

Benefits Administration

- Management of employee demographics, personnel data, coverage eligibility, and dependent records in one single system of record.
- Automatically transmits electronic eligibility to insurance providers.
- Offers administrators visibility into plan statistics and system activity via a customized dashboard and automated system notifications.
- Offers an Announcements and Communication Center to reach out to new hires and send reminders to employees during annual enrollment.
- Benefit Administrators can approve qualifying life event submissions and generate customized approval, pending, and denial letters.
- Personnel and Payroll audit features to maintain the integrity of data between the Payroll system, HRIS system, and Bentek.
- Generates self-bills for all lines of coverage.
- Provides access to over 40 standard reports.

RetireSweet$_{sm}$

With Bentek, employers can now streamline the management of retirees with a single solution to manage the entire employee and retiree population. Bentek's RetireSweet$_{sm}$ is packed with features to help Administrators track retiree eligibility, enrollment, premiums, pensions and more. The RetireSweet module includes the following features:

- Total years of service (original hire date)
- Retirement subsidies and subsidy calculators
- Pension plans
- Benefit eligibility
- Medicare Advantage Plans
- Retirement System Data Files
- Customized enrollment experience
- Individual retiree invoices with custom cover letters
- Retiree payment tracking system
- Comprehensive retiree reporting
- Automated system notifications
- Retiree specific dashboards

Advantage of the Gehring Group/Bentek® relationship.

Lastly, it is important to note the increased level of efficiency that is inherent in Gehring Group's preferred relationship with Bentek. This enables our clients to benefit from this unique synergy and provides Gehring Group with several service-related advantages including but not limited to:

- Immediate and increased access to reporting and census data for Gehring Group staff to assist employees with claims issues in a timely fashion;
- Ability to provide Bentek staff with information regarding renewal progress, negotiations and information updates;
- Full participation from the Gehring Group team during the renewal process, working hand in hand with Bentek to deliver a world class solution and streamlined communication to employees; and

Due to Gehring Group's continuous working relationship with Bentek, we are better able to serve in assisting staff and carriers/vendors with implementations, benefit updates and general enrollment questions.

Please Note: A separate Professional Services Agreement, Software as a Service Licensing Agreement, and Business Associate Agreement will be required to be executed by the City directly with Bentek, LLC.

Request for Proposal Services

1. **Develop RFP's for various City Benefits programs.**
    a. **In conjunction with the Human Resources department, prepare Requests for Proposals in compliance with the City's purchasing requirements, exploring all feasible plan designs, for employee benefit programs as needed.**
    b. **Develop evaluation criteria.**
    c. **Address any questions from vendors in the RFP process.**
    d. **Be present and participate in oral interviews as needed.**
    e. **Prepare a report analyzing the proposals using the evaluation criteria.**
    f. **If requested, prepare recommendations and defense of said recommendations.**

Gehring Group's strategy and service philosophy center around remaining involved with our clients on a year-round basis. We review all lines of coverage and benefits included in the total employee benefits program package, develop RFPs, conduct RFP processes, evaluate proposals, negotiate renewals, provide recommendations, and provide legislative updates, guidance, and education.

Gehring Group's traditional marketing process includes a comprehensive analysis of your current programs, past programs, claims history, in addition to numerous other factors including demographics and the local market. In addition to reviewing incumbent carrier renewal quotes, we would review a list of prospective carriers, coalitions, and trusts with HR staff in discussing whether to release any RFPs for the various lines of coverage. As an independent consultant our goal is to identify all available products and insurers are considered to ensure that you find the best match for your needs. Gehring Group's ability to conduct an independent assessment of carriers and network options allows us to focus on what is in the best interest of the City and its members. Our annual service and marketing process includes the following steps:



Market Solicitation (The RFP Process)

To provide you with enough time for the RFP process and subsequent decision-making process, Gehring Group prepares a timetable of activities including any approvals needed for final decisions. This schedule can be customized to accommodate additional onsite meetings, and any specific needs or additional services requested.

Our team, in conjunction with the Human Resources department, will prepare and release all requests for proposals as directed for all applicable lines of coverage. As part of our service, we conduct all phases of the procurement process for those lines of insurance as requested, from RFP development through the proposal analysis and recommendation process, coordinating with the City's HR and Procurement Departments as needed. This includes:

- Exploring all feasible plan designs, for employee benefit programs as needed
- Developing evaluation criteria.
- Addressing any questions from vendors in the RFP process.

- Be present and participate in oral interviews as needed.
- Preparing a report analyzing the proposals using the evaluation criteria.
- Preparing recommendations and defense of said recommendations if requested.

Our involvement in this process is very comprehensive. We feel it is our job to keep our clients up to date regarding any new products in the industry that may reduce administrative burden or aid in the reduction of health care costs. We have extensive experience bidding all lines of coverage, evaluating alternative funding arrangements as well as bidding for any additional coverages requested.

Proposal Evaluation & Recommendation

Upon receipt of proposals submitted in response to the RFP process, Gehring Group will perform a detailed analysis of each program offered. We will compare all proposals side by side to the in-force program and illustrate the program differences to include the advantages and disadvantages of each. This will include a detailed cost comparison which outlines the total cost of the program in addition to breaking down the costs related to employer and employee contributions and detailing all applicable proposal caveats or opportunities for multi-line discounts.

At this time, we will also compare provider networks to determine which proposers may be considered viable options in addition to performing a network disruption analysis and network discount analysis. During this stage in the procurement process, Gehring Group will meet with Staff to review our initial findings. Once our analysis has determined that particular vendors are viable based on cost, schedule of benefits, value-added services, A.M. Best rating, etc., we then attempt to clear up any details that must be clarified prior to making a recommendation. This process is a second level request for clarification and is conducted following the review of submitted proposals. As insurance is one of the few areas in public entity purchasing regulations where simultaneous negotiations can take place, it is always important for the RFP process to include a "best and final" interview process within the RFP timeline, negotiating performance guarantees where applicable. After such finalist negotiations and continuous communication with City staff, we will provide our formal evaluation and recommendation, based on your needs and goals.

Plan Renewals & Effective Negotiations

In addition to conducting a formal RFP or market solicitation process for the lines of insurance coverage included within your employee benefits program, Gehring Group will develop and assist with budget projections (if claims data is available), provide a timeline of expectations which includes securing the first offer of renewal at the earliest possible date to begin aggressively negotiating pricing and terms for your plan renewals. This is done early in the process to ensure the least amount of disruption as possible to your membership while balancing the client's needs, goals, and union commitments. Our specific focus on serving the Public Sector and client base in the region and state allow us to leverage the credibility we have established with insurance carriers and government trusts more efficiently. It is also important to note the ability of our experienced team to not only effectively negotiate the benefits and costs of your program(s), but also value-added services and benefits such as wellness services/funding, onsite carrier support, technology funding and aggressive pharmacy rebate returns. We get results both for the employer providing the benefit program and each and every member enrolled.

2. **Appeals – Prepare response to any administrative RFP appeals.**
    a. **Assist City Attorney in preparation of defense in the event litigation should result from the RFP process.**
    b. **Testify in court at the request of the City attorney if litigation should result from the RFP process.**

In the event the City is involved in litigation arising from requests for proposals, contracting, or employee grievances, members of our team are available to assist the City and the administration in proving necessary materials and testify if required.

3. **Contracts**
    a. **Assist with the development of contracts with vendors.**
    b. **Work with the City attorney to ensure contract legality.**
    c. **Conduct negotiations of benefits; plan design, premiums rates and performance guarantees.**

Gehring Group is available to assist with the development and review of vendor contracts in conjunction with the City Attorney and staff. This includes but is not limited to the negotiation of plan benefits, cost factors, and performance guarantees. We view our role as the liaison between the City and its vendors and represent your best interests in negotiating, coordinating, implementing and monitoring all aspects of plan benefits, costs and service.

4. **Implementation**
    a. **Serve as an intermediary (ombudsman) between the vendors and City during the implementation of new programs.**
    b. **Prepare rate-deduction spreadsheets.**
    c. **Review new program announcement material for content, appearance, compliance and accuracy.**

After the RFP, evaluation and decision-making process, Gehring Group team members take the lead with staff for program implementation and enrollment. Planning for open enrollment begins well before renewal time. Gehring Group's approach to open enrollment starts with the development of a renewal timeline detailing all aspects of the process, working backwards from the desired open enrollment period. Your Gehring Group Account Manager will be intricately involved throughout the planning and enrollment process, helping to coordinate the various steps of the process including but not limited to:

- Assisting in coordinating and attending employee informational and enrollment meetings at all sites as determined by the client. Inherent in this process is determining whether enrollment meetings will be mandatory, or optional.
- Determining open enrollment meeting format (i.e., health fair style, group informational meetings, one-on-one, and/or video);
- Coordinating meeting locations, times, collateral needed and if carrier representatives are requested;
- Providing additional staff to support multiple locations and time slots for employee meetings
- Arranging multilingual representatives (as needed)
- Developing communication collateral (i.e., open enrollment announcement posters, annual employee benefits guide, etc.);
- Facilitating technology partner (Employee Navigator or Bentek) plan and cost updates to the enrollment site;
- Facilitating cancellation or renewal of current insurer upon written acceptance;

- Ensuring that applications and contracts for all new vendors are complete, accurate and forwarded to the applicable vendors in a timely manner; and
- Review all vendor contracts to ensure they are in line with what was proposed and presented.

Again, our team is available to assist with the annual open enrollment to conduct meetings, give presentations, and meet with employees individually to clarify any questions regarding their coverage. In addition, we can provide additional licensed staff to attend meetings at multiple locations and time slots if necessary. We can also conduct new-hire enrollments on a scheduled basis. Your Gehring Group Account Manager will maintain continuous communication throughout the plan year to provide support to staff with administrative, legislative, enrollment and billing questions.

5. **Ongoing Contract Services – It is expected that the BROKER/CONSULTANT will:**
    a. **Participate in negotiations with vendors on proposed rates and benefits changes to existing contracts.**
    b. **Audit existing contracts on an annual basis for satisfactory performance and contract compliance.**
    c. **Provide quarterly written analysis of the medical plan's claims experience.**
    d. **Periodically provide market analysis of current renewal actions for similar sized employers in southwest Florida and analysis of quality of services and value provided by various managed care vendors.**

In addition to conducting a formal RFP or market solicitation process for the lines of insurance coverage included within your employee benefits program, Gehring Group will develop and assist with budget projections, securing renewal offers at the earliest possible date to begin aggressively negotiating pricing, benefit changes, and terms for your plan renewals. This is done early in the process to ensure the least amount of disruption as possible to your membership while balancing the City's needs, goals and union obligations. Our specific focus on serving the public sector and client base in the region and state allow us to leverage the credibility we have established with insurance carriers and government trusts more efficiently. Also important to note is the ability of our experienced team to not only effectively negotiate the benefits and costs of your program(s), but also value added services and benefits such as wellness services/funding, onsite carrier support, technology funding and aggressive pharmacy rebate returns. We get results both for the employer providing the benefit program and each and every member enrolled. In addition, we would audit existing contracts on an annual basis for satisfactory performance and contract compliance as well as review all vendor contracts to ensure they are in line with what was proposed and presented to the City.

Gehring Group also provides our clients with reporting and analysis that is relevant to their funding arrangement on a timely basis, typically monthly or quarterly. We also monitor the group's "large claims" (i.e. claims approaching or exceeding the specific stop loss deductible or pooling level if fully insured) on a regular basis. These reports include but are not limited to:

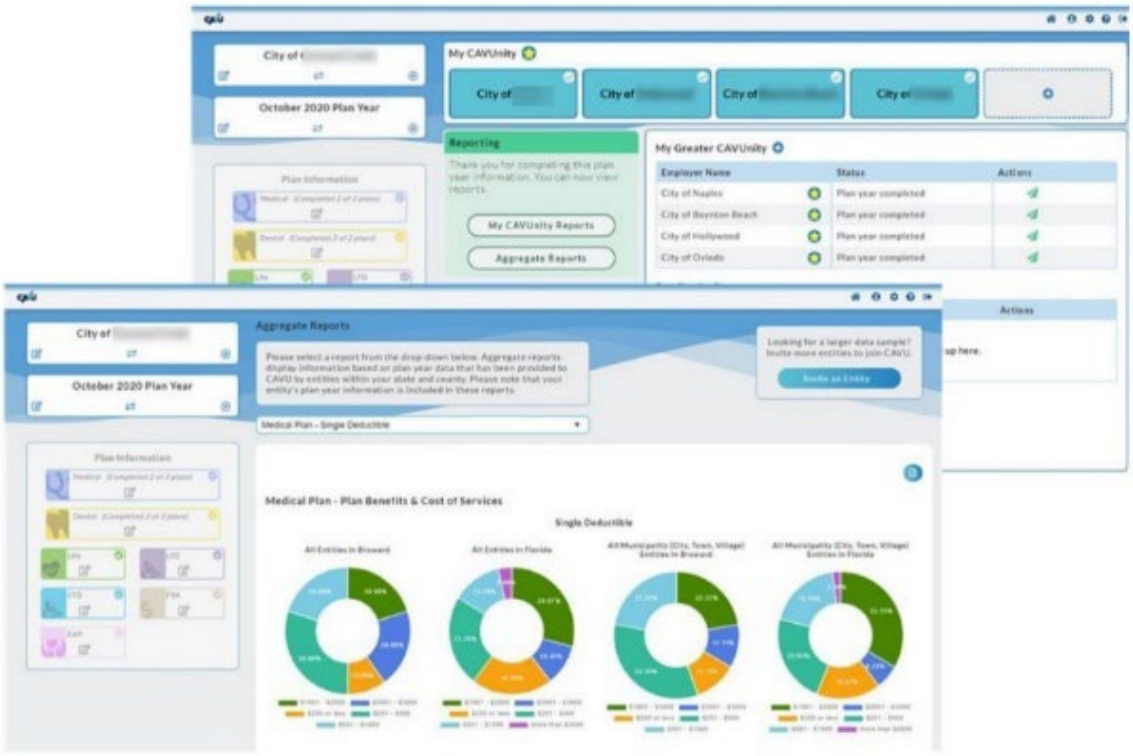
- Claims experience (premium/funding versus claims)
- Cost per employee per month
- Renewal cost projections
- Executive cost summaries
- Large claimant lists
- Top utilized prescription drug utilization reports (by cost & by volume)
- Cash Detail Analysis
- Monthly Reinsurance claims report

- Provider displacement analysis
- Summary of benefits comparisons
- Real-time entity benefits surveys
- Employee/retiree surveys

As part of our continuous service, Gehring Group staff conducts detailed reviews, analysis, and projection sessions with decision makers at key points throughout the year. We consistently track claims utilization data of your program throughout the plan year to more effectively prepare for the budget planning and renewal process. We review available claims utilization reports to determine whether your programs are running favorably and utilize this claims data to forecast renewal projections and negotiate with vendors.

Additionally, Gehring Group periodically conducts a market analysis of entities similar in size and location to the City. The results of this survey would enable the City to measure your program benefits and costs against other public sector entities of like size and composition. We realize the value in maintaining a competitive benefits package as it relates to employee hiring and retention. This information would aid the City in maintaining a benefits program that remains competitive in comparison to its local market.

In addition, Gehring Group has developed a new public sector benchmarking tool. CAVU® is an online employee benefits benchmarking software specifically for public sector employers and went live and online in 2020. With this tool, public sector employers can complete a survey to enter their plan benefits and costs, compare their cost and benefits to other participating employers, and even invite other entities to participate. CAVU can provide valuable information on costs and benefit trends to aid public sector employers in making important decisions regarding plan options, schedules of benefits and employer/employee contributions.



Tab 3: Individual Qualifications

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.**

Gehring Group's service team consists of highly qualified personnel whose resumes include years of consulting for and servicing public sector clients. The service team proposed includes the following personnel:

Role	Name	Florida Insurance License #	Years of Industry Experience
Senior Benefits Consultant	Shawn Fleming, CSFS	E059700	19 years
Backup Benefits Consultant	Athena Erchard	A078425	25 years
Employee Benefits Analyst	Joshua Rupp	W307652	8 years
Senior Account Manager	Mary Ellen Morris	A184949	32 years
Account Relations Manager	Katherine Howard	W237417	7 years
Support Staff – i.e.: Graphics, Employee Advocates, Wellness		n/a	n/a

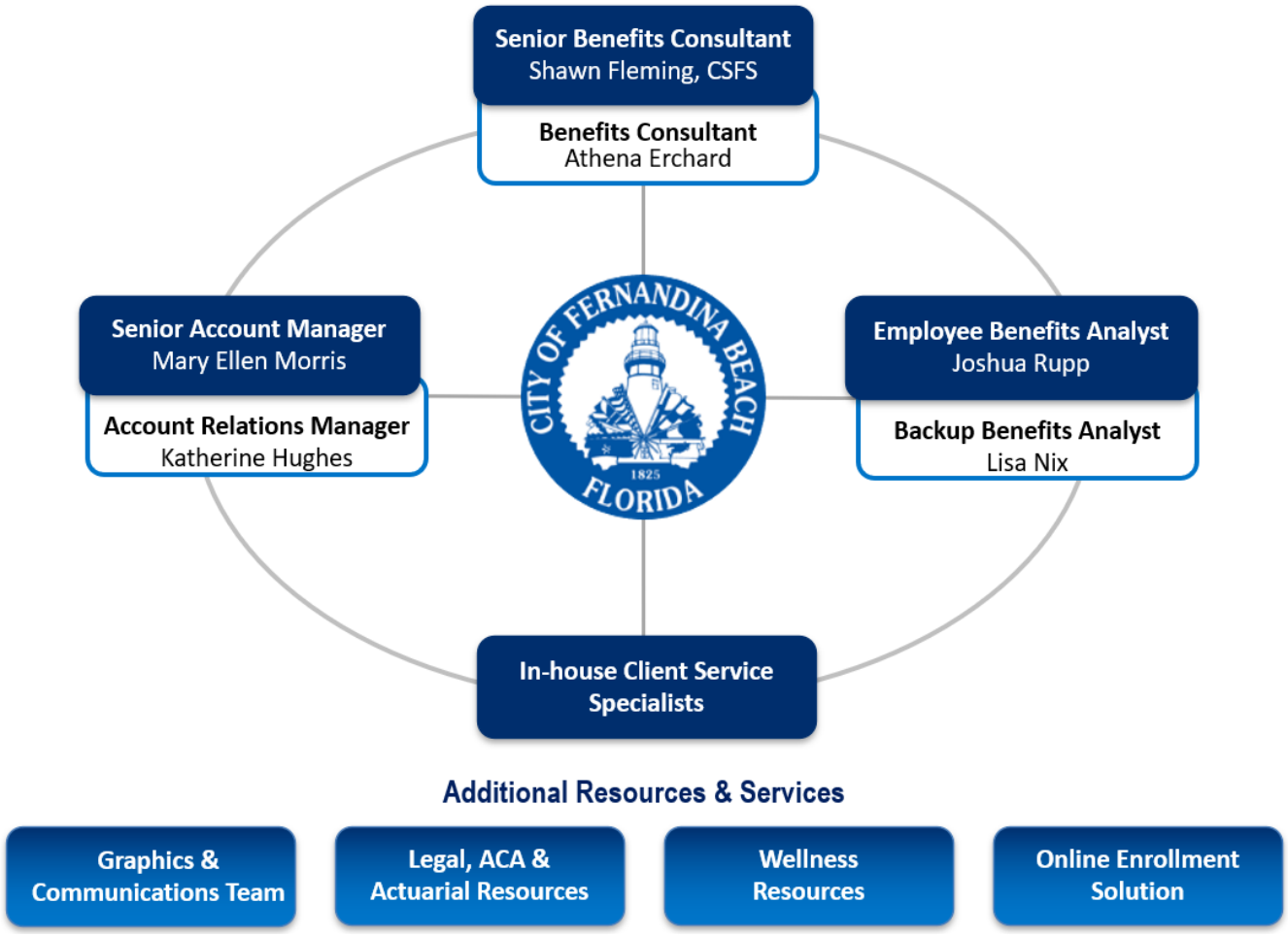
Licensing can be verified at: http://www.myfloridacfo.com/data/aar_alis1/

In addition to the above, each team has a variety of support personnel including wellness coordinators, graphic artists, actuarial resources, employee advocates, as well as additional subject matter experts in areas such as voluntary benefits, pharmacy consultants, actuarial services, data anlytics, mental health rescources and more. In addition, the City will also have direct access to additional staff resources with varying specialties and industry specific certifications including:

- Registered Employee Benefits Consultant – REBC
- Certified Employee Benefits Specialist – CEBS
- Professional and Senior Professional, Human Resources – PHR and SPHR
- Certified Self-Funding Specialist – CSFS
- Certified Healthcare Reform Specialist - CHRS
- Voluntary/Worksite Benefits Certification
- Benefits Technology Certification
- Registered Employee Benefits Consultant Certification - REBC
- USA Mental health First Aid – National Certification
- NAHU Medicare Certification
- Group Benefits Associate - GBA



Our service team model for the City of Naples is represented as follows:



Team Member Resumes

Lead Benefits Consultant: Shawn Fleming, CSFS

Professional Licenses: Life, Health & Variable Annuity
Additional Certifications: NAHU Certified Self-Funding Specialist
Education: University of Missouri
Degree: B.S., Business Administration
Years in Industry: 19 years

Expertise & Qualifications

Shawn began his insurance career in 2002 pursuant to earning his Bachelor of Science Degree in Business Administration from the University of Missouri. He has served as a Financial Representative for Northwestern Mutual, and immediately prior to joining Gehring Group in 2007, worked with another large brokerage firm. Shawn's responsibilities included analyzing current benefit plans for partners and employees, developing RFPs, and providing plan analysis to clients. While there, Shawn earned a reputation for using his detailed contract, demographic, and product analysis to ensure proper plan design and selection. Shawn has brought his extensive analytical and presentation skills to his position as Senior Benefits Consultant for the Gehring Group.

Entering his 16th year at Gehring Group, Shawn's focus has remained on serving the public sector. He has provided employee benefits consulting services for groups with 50 to 5,000 employees, implementing various benefits program strategies and steadily refining his level of expertise in all types of insurance programs and funding arrangements. In addition, Shawn also pioneered Gehring Group's efforts with regards to onsite clinic/wellness center consultation, a role in which he spearheaded the process for over a dozen Gehring Group clients throughout the state in the successful implementation of an onsite clinic, even integrating preventive and wellness services through the clinic for seamless claims reporting. As the subject matter expert on these initiatives, his expertise in this area combined with his knowledge of the health insurance market makes Shawn a valuable asset to any employer considering managing a self-insured health plan that integrates wellness services via an onsite clinic.

Shawn is also well respected as an insurance expert among the various carriers and vendors with whom Gehring Group works. He was requested to serve and remains a current member of Cigna's Agent Advisory Committee for the Florida Region which provides him with advanced notice of new product offerings as well as the opportunity to share feedback regarding carrier service issues and make recommendations to improve products and services. He has also built strong relationships with representatives from United Healthcare, Florida Blue, Human and Aetna as well as numerous ancillary and worksite coverage providers.

Public Sector Experience

Shawn currently serves as the Senior Benefits Consultant for such public sector entities as the Okaloosa County Board of County Commissioners, Walton County Sheriff, Pinellas County Sheriff's Office, City of Clearwater, City of Dunedin, City of Oviedo, Charlotte County Board of County Commissioners, and Highlands County Board of County Commissioners.

Benefits Consultant: Athena Erchard

Professional Licenses: Life, Health & Variable Annuity
Education: Palm Beach Atlantic University
Degree: B.A., Marketing & Psychology
Years in Industry: 25

Expertise & Qualifications

Athena Erchard is an experienced employee benefits professional with over 25 years of experience in the industry including time at a public sector employer as well as an international brokerage and consulting firm. During the course of her career, she has worked in multiple roles allowing her the unique opportunity to gain an understanding of the client perspective from different vantage points. Athena has spent over 10 years working specifically in the public sector large group space analyzing benefit plans, funding arrangements and insurance carrier data, researching and developing employer tools for comparing programs and managing open enrollments, benefit fairs and wellness programs. She has extensive experience in bidding for all lines of coverage including medical, stop loss coverage, dental, vision, life, disability and more.

Her work history is rich, building solid relationships with all major carriers, working with large group employers, and assisting through the navigation of healthcare reform and the options afforded in this cycle of the benefits arena. Athena has worked as a Senior Marketing Analyst, Account Executive and as an Employee Benefits division manager which provides her clients with an in-depth understanding through organizing and analyzing data to best fit the needs of employer group. Her communication skills and industry knowledge foster a dynamic relationship

with both clients and carriers. Her collaborative spirit helps maintain interpersonal relationships between brokers, clients, and employees. She has been instrumental in developing strategies that include various funding arrangements based on client objectives with consideration of the insurance marketplace, budget objectives, benchmarking, and legislative compliance.

Public Sector Experience

Athena is a member of the National Association of Health Underwriters, Florida Association of Health Underwriters and Tampa Bay Underwriters organizations. Her current clients include the Highlands County Board of County Commissioners, Tampa Bay Water Authority, City of Venice, West Manatee Fire District and City of Marco Island.

Senior Employee Benefits Analyst: Joshua Rupp

Professional Licenses: Life, Health & Variable Annuity
Designations: AHIP (DHP, HIA, & PHIAS)
Education: University of North Florida
Degree: B.S. Psychology, A.S. Paralegal
Industry Tenure: 8 years

Expertise and Qualifications

Joshua recently joined Gehring Group, bringing eight years of insurance industry experience and knowledge to our team of employee benefits analysts. Joshua discovered his interest in data analytics while serving as an undergraduate research and teaching assistant at the University of North Florida. His pursuit of this passion ultimately resulted in the permanent decision to work in the area of benefits consulting.

Prior to joining the Gehring Group, Joshua entered the industry as a marketing assistant for a large brokerage firm, quickly moving up to the position of Benefits Marketing Manager and later becoming a Benefits Analyst. During that time, his constant drive for continuing education resulted in becoming the team's subject matter expert in medical stop loss insurance and other alternate funding options. He also served as the team's internal educator/trainer, vendor/carrier liaison, and the benefits marketing/analytics resource.

Joshua's educational background in the area of law has also contributed to his understanding of and ability to analyze and compare benefits contracts, which improves leverage throughout the carrier negotiation process during clients' annual benefits renewals. Additionally, his experience in analytics has helped to identify and delineate action items for yearly benefits strategy review meetings, providing opportunities for the client to address the needs of their employees while tackling claims costs. Lastly, his experience in benefits marketing has led to a comprehensive understanding of plan designs and funding arrangements offered by major carriers and TPAs, providing additional cost levers when making changes to plans or carriers/vendors.

Joshua's responsibilities as Senior Employee Benefits Analyst will include (but are not limited to) providing claims analysis over the course of the year, working with the Lead Consultant throughout the annual renewal process, and providing any ad hoc analyses and benchmarking that could prove helpful to the needs of the client.

Public Sector Experience

Joshua's experience prior to joining the Gehring Group/Risk Strategies team includes serving a number of public sector entities in the North Florida area.

Senior Account Manager: Mary Ellen Morris

Professional Licenses: Life, Health & Variable Annuity
Certifications: Worksite Specialist (NAHU)
Education: University of Windsor Ontario, Canada
Degree: B.A., Communications
Years in Industry: 32

Expertise and Qualifications

Mary Ellen Morris will serve as the County's Senior Account Manager assisting staff and its employees with day-to-day benefits related issues. Mary Ellen will have direct responsibility for coordination and conducting open enrollments, providing claims, wellness fair assistance in addition to aiding with billing, carrier issues, and acting as the service resource to her clients. She is supported by several other Gehring Group staff members including other account managers, in-house account relation specialists, analyst, claims and software specialists for the Bentek benefit platform. She will be a direct contact regarding all service aspects for the City's employee benefits programs including implementation, open enrollment, employee claim issues, and compliance.

Mary Ellen began her career as an Account Executive for Humana Health Insurance serving in several professional rolls from Group Medicare Manager for three counties to Account Executive for Palm Beach County. Mary Ellen's career has included insurance product sales, employee benefits, broker account management, team management, regulatory compliance, health care reform, education, and training. As the health insurance environment has evolved over the years, Mary Ellen has had firsthand experience with not only large employers but also small and individual, Medicare as well as ancillary product lines.

At Gehring Group, Mary Ellen plays a pivotal role in building and maintaining strong relationships with clients, and insurance carriers. Mary Ellen's expertise, experience and ability to multi-task enables her to work very effectively and independently with complex employee benefit programs consisting of group medical, dental life, vision, pharmacy management, disability, and worksite benefits. In this professional position Mary Ellen works with clients and insurance carriers to implement insurance programs, resolve benefit administration issues, and deliver ongoing superior customer service.

Mary Ellen also takes pride in bringing a consultative approach for clients as well as their members, understanding that benefits can be a stressful, complicated process for many.

Public Sector Experience

Mary Ellen's clients include such public sector entities as the St. Lucie Tax Collector, City of Hollywood, City of Marco Island, City of Sanibel, City of Sebastian, and Solid Waste Authority of Palm Beach County.

Executive Team & Additional Staff Resources

Kurt Gehring, National Practice Leader – Public Entities

Professional Licenses: Life, Health & Variable Annuity, General Lines Property & Casualty, Surplus Lines
Education: Florida State University
Degree: BA – Marketing
Industry Tenure: 30+ years

Expertise & Qualifications

Kurt Gehring is an alumnus of Florida State University and currently serves on FSU's College of Business Board of Governors. His commitment to the local community also shines through his corporate support of various community and charitable organizations such as the Florida Sheriff's Youth Ranches, the Crockett Foundation, as well as his service as a member of the Board of Directors of the Arc of Palm Beach County.

An insurance industry veteran with over 30 years' experience, Kurt is an insurance expert licensed in Health, Life, and Variable Annuities, Property and Casualty Insurance, and Surplus Lines License. Kurt has successfully recommended, implemented, and serviced various types of employee benefit, workers' compensation and property and casualty insurance programs, while specializing in the large group market. Recognized for his extensive knowledge, expertise as well as his excellent communication skills, Kurt has been a featured speaker at various conferences on a variety of insurance topics.

Kurt founded the Gehring Group with the mission of providing clients the highest level of service exceeding, not only industry standards, but also client expectations. Recognizing the inherent challenges in servicing organizations with a large number of employees, various contracting parties, and insurance obligations, Kurt developed Gehring Group's unique, team-based approach customized to meet the specific needs of each client. Kurt inspires each Gehring Group employee to make an unprecedented effort to address each situation both promptly and effectively. The success of the Gehring Group is a direct result of this promised and delivered, unparalleled service standard.

Under the guidance and visionary leadership of Kurt Gehring, Gehring Group clients have successfully implemented leading edge concepts such as Consumer Directed Health Plans, Onsite Clinics, and Innovative Wellness Programs. In addition, the Gehring Group developed Bentek®, an internet-based employee benefits administration system in order to meet the growing benefit administration needs of its clients. This system allows clients to conduct internet enrollments, transmit electronic eligibility to insurance carriers, and provides employees with access to an "Employee Benefits Center" help site. The Gehring Group's growth and success in maintaining long lasting client relationships is a result of its strong commitment to personalized service to its clients as an independent resource, facilitator, advocate, and advisor.

Kate Grangard, CPA, Managing Director - National Public Entities Practice

Professional Licenses: Certified Public Accountant, Certified Health Care Reform Specialist
Honors: Board Member – The Lord's Place; 2016 Class of "Leadership Florida"
Education: Fordham University
Degree: BS – Business Administration, Public Accounting
Industry Tenure: 25+ years

Expertise & Qualifications

Kate Grangard graduated with honors from Fordham University in 1987 with a B.S. degree in Business Administration with a concentration in Public Accounting. She is a licensed Certified Public Accountant in Florida and has also held licensure in New York. Kate is a member of the American Institute of Certified Public Accountants, the Florida Institute of Certified Public Accountants, and an associate member of the Association of Certified Fraud Examiners, a member of the Florida Government Finance Officers Association, and the Government Finance Officers Association. Kate began her career in public accounting with the Metropolitan Services Group of Price Waterhouse in Manhattan. As an auditor, she worked on a variety of industry clients including financial institutions, insurance companies, and pension funds. After moving to Florida, she continued her Price Waterhouse career in the West Palm Beach office.

Mrs. Grangard also spent 11 years as Vice President of Finance for a Florida based national restaurant chain. In her position, she developed and managed the accounting, risk management, employee benefits, and information technology departments. In this executive position, she designed and implemented highly successful internal control and risk management programs and formulated and implemented company policies and procedures. In addition, in the finance arena, she successfully obtained senior debt facility commitments and maintained the commercial bank and financing partner relationships. Notably, Kate's achievements in the risk management area while in this position resulted in substantial savings to the company. In managing this department, she gained experience in the property and casualty, general liability, workers compensation, employee benefits, and umbrella insurance sectors. Her ability to first recognize contributing factors to trends and negative experience, and subsequently effectively negotiate and redesign program parameters resulted in substantial savings to her employer.

Kate brings her extensive management, finance, audit and analytical experience, and customer service commitment to her leadership role with the Gehring Group: and is a cultural zealot. Kate is a legislative compliance lead on the Health Care Reform Acts for our clients and is respected as a highly regarded speaker and educator on health care reform updates for various state and national conferences and groups. Additionally, as COO/CFO of Gehring Group for over 16 years, Kate is responsible for overseeing the growth and development of the Company's finances, infrastructure, and team members so that Gehring Group is able to meet its commitment to provide the highest level of customer service to its clients.

Kate is a highly respected and requested speaker, including as Keynote, on healthcare legislation at various public sector conferences including GFOA, SALGBA, FPHRA, FGFOA, and FPELRA. She also authors and presents webinars and seminars throughout the year believing her role to be an educator committed to informing clients regarding compliance and planning. She is a provider for Continuing Education credits for CPAs and human resources professionals; and her sessions are regularly also accepted for credit for payroll professionals and attorneys.

Kate has always had a strong commitment to her community and to the public sector clientele Gehring Group serves. Kate currently serves on the Health Care Reform committee as part of the legal working group of the Council of Insurance Agents & Brokers; as a member of GFOA's CORBA (The Committee on Retirement and Benefits); and on the Employer Working Group of NAHU (National Association of Health Underwriters). Kate loves her South Florida Community and currently serves on the Executive Board of The Lord's Place, an organization in Palm Beach County dedicated to breaking the cycle of homelessness; is a mentor for Women of Tomorrow; and a 20+ year member of the Jupiter-Tequesta Kiwanis Club. She is also a graduate and active lifetime member of Leadership Florida (Class XXXV).

Anna Maria Studley, Director of Client Development

Professional Licenses: Life, Health & Variable Annuity
Education: Suffolk Community College
Degree: Associates – Accounting and Business Administration
Industry Tenure: 40+ years

Expertise & Qualifications

A fifteen-year veteran of serving the public sector here at Gehring Group, Anna Maria Studley is a seasoned professional with over 40 years of experience in the insurance industry and has obtained vast experience undertaking many roles in the insurance sector. Her work history includes time as a General Agent and a Consultant, experience with two national insurance carriers, owning and operating a third-party administration company, and experience as Director of Account Management with a national brokerage firm. Her responsibilities have included: providing analysis of benefit plans and claims utilization, oversight of the RFP and evaluation process, management of various funding arrangements, coordination of open enrollments and health fairs, and the handling of escalated member issues and billing reconciliation. Licensed in 26 states, she has also serviced such large employers as IBM and FPL where she managed several multi-state employee benefit programs, performed health insurance claim audits, and assisted with the completion of required Form 5500s. Her expertise in compliance issues, state and federal regulations also make her a valuable asset the Gehring Group team and the clients she serves.

In addition, Anna Maria brings invaluable insight and experience from her employment experience with two national health insurance carriers. Her years at these carriers enabled her to gain special expertise regarding the inner workings of an insurance carrier and provided the opportunity for the establishment of significant industry relationships. As Senior Benefits Consultant and resource to your Gehring Group service team, Anna Maria is responsible for overseeing all aspects of client service and technical analysis to ensure delivery of the highest level of service with the ultimate goal of achieving both client and member satisfaction. She is supported by several other Gehring Group staff members including account managers, benefits specialists, and analytical staff. Most recently Anna Maria has obtained her certification as a *National Council Mental Health First Aid* instructor who is able to proactively provide solutions when addressing increasing concerns around mental health and substance use disorders. She has also achieved the National Association of Health Care Underwriters' *Medicare Certification* which meets all CMS requirements and complements each plan sponsor's plan-specific training.

Anna Maria's experience at Gehring Group includes servicing clients to whom she brings the experience and knowledge to lead each client in its effort of maintaining a cost-effective program.

Danielle Shull, Director of Client Experience

Professional Licenses: Life, Health & Variable Annuity
Education: University of Florida
Degree: B.A., Business Administration
Industry Tenure: 18 years

Expertise & Qualifications

As Director of Client Experience, Danielle is a client advocate, responsible for identifying opportunities in which Gehring Group can continue to meet the short and long-term needs of our valued clients. A highly respected and valued member of the Leadership Team, Danielle also sits on the Sales and Marketing Team, assists with team

member training, identifies, and promotes process improvement, and provides recommendations that enhance the growing needs of our clients. Prior to her current role, Danielle served Gehring Group as the Manager of Account Management Services and Training and prior, a Senior Account Manager, for over 10 years, where she successfully developed long lasting client relationships based on a foundation of trust, integrity, and outstanding performance. As Senior Account Manager at Gehring Group, she assisted in overseeing the account services team and was involved with all aspects of account management including expediting the resolution of contractual, coverage, billing, and claim disputes, planning open enrollments, presenting at employee enrollment meetings, implementing comprehensive wellness programs, as well as organizing seminars and events.

During her tenured career with Gehring Group, Danielle has achieved exceptional client satisfaction. Danielle's extensive experience, high standards, and commitment to both the client and Gehring Group are contributing factors to her success in this position. With the trust of her peers and leadership, Danielle's input and recommendations are highly valued contributions to the ongoing success and growth of the organization.

Danielle is a dedicated leader both inside and outside of the office. Danielle has sat on multiple wellness committees assisting clients with development of strong worksite wellness programs. She currently serves on the Gehring Group Company Event Planning Committee, assisting with the various events of the Company's Helping Hands and Hearts Committee. Danielle also represents Gehring Group on the Marketing Committee of the Council of Insurance Agents & Brokers in Washington, D.C. and sits on the boards of the Executive Leadership Council of the Leukemia Lymphoma Society of Palm Beach County, and the Executive Board of the Palm Beach County Women's Chamber of Commerce, for whom she chairs the Giraffe Awards, a highly anticipated annual celebration of women leaders in the community.

Kimberly Hall, Analytics Team Supervisor

Professional Licenses: Life, Health & Variable Annuity
Education: Immaculata College
Degree: B.S., Mathematics/Computer Science/Physics
Industry Tenure: 30+ years

Expertise & Qualifications

In her role as the Analytics Team Supervisor, Kim Hall will be responsible for overseeing the team performing the financial and analytical aspects relating to the account. She will also be an additional contact regarding all financial aspects of the Citys's benefits program.

Kimberly is a tenured professional with extensive experience in the Underwriting and Actuarial Services arena. Prior to joining the Gehring Group, Kimberly spent 28 years in the underwriting department of Blue Cross Blue Shield of Delaware where she served as an Underwriting Senior Consultant and then promoted to Tactical Manager where she provided operational management to the entire underwriting department. In this role, she was responsible for developing, evaluating, and recommending underwriting strategies designed to increase market share by providing cost-effective solutions for clients. She was also involved in conducting analysis of client data and financials, monitoring performance, rate setting strategy, coaching and account level guidance and collaborating between sales, account management and other key internals. As Tactical Manager for over 10 years, Kimberly served as a company-wide resource on matters pertaining to rating and was responsible for reviewing and approving the work output of the entire unit, as well as delivering top-notch consulting work on the most "premier accounts".

Kimberly Hall earned her Bachelor of Science Degree in Mathematics/Computer Science/Physics graduating Sigma Zeta Math/Science Honor Society from Immaculata College, Pennsylvania. Upon her move to Florida, Kim joined the Gehring Group team in early 2015. Having worked with Local and National governmental accounts, her level of expertise has proven and invaluable resource to our team.

Wellness Coordinator: Joelle Kantor

Professional Designations: MCHES, CCWS, USA Mental Health First Aid Train the Trainer
Education: University of North Florida
Degree: B.S.H., Community Health, Minor Health Education
Years with Gehring Group: 6 years
Industry Tenure: 9 years

Expertise & Qualifications

A skilled professional with focus in corporate wellness program implementation, Joelle has valuable experience in designing and implementing wellness, fitness, and health improvement programs and promotions. Joelle's experience involves working with both large and small employee populations, and she is focused on long-term participation and results.

As Wellness Coordinator at Gehring Group, Joelle employs a combination of experience, knowledge, enthusiasm, coordination, and empathy to deliver cost saving, achievable, proven, and innovative programs to our clients. During her years working in this specialized field, Joelle has worked in both the private and public sectors and has achieved a reputable resume which includes the planning and coordination of aggressive wellness program initiatives, wellness fairs and biometric screenings for populations of 50 to over 2,000 employees.

In addition to these accomplishments, Joelle holds a bachelor's degree in Health Science from the University of North Florida, with a Minor in Health Education, and has also achieved the *Masters in Certified Health Education Specialist* and *Certified Corporate Wellness Specialist* health and wellness related credentials including mental health and PTSD.

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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.

Gehring Group takes much into consideration when assigning a client service team. This includes the complexity of programs, funding arrangement, plan anniversary date, size of group, wellness initiatives, availability of technology tools, etc. Time allotments for each staff member may vary from group to group and year to year based on the ongoing activities of the group such as carrier changes, implementation of new plan options, wellness initiatives, etc. For example, an account manager would need to spend more time with a group who is conducting a mandatory open enrollment versus a group conducting a passive open enrollment (changes only). Likewise, a client conducting a comprehensive RFP process for all lines of coverage would require more time from its Senior Benefits Consultant than a group who received an aggressive renewal offer from an incumbent carrier with whom they are very satisfied. We structure our assignments so that service requirements can be met timely, and deadlines do not accumulate at a one particular time of the year.

Shawn Fleming, your assigned Senior Benefits Consultant, and his team have significant public sector experience, serving the employee benefits needs of groups with 80 to 5,000+ employees, self-insured and fully insured. His client base ranges in size and complexity, have varying funding arrangements and have plan anniversary dates at varying times throughout the year. The time spent on each client depends on a variety of factors including whether there is a bid/RFP process planned during the year, new initiatives being implemented, renewal strategy, onsite clinic performance (if applicable), and more. Gehring Group strategically aligns our consultants and their teams with a client base to ensure they have the time and resources to provide a superior level of service. Shawn's current client profile is as follows:

Public Sector Clients	Fully Insured	Self-Insured	Total Clients
Over 1,000 employees	1	4	**5**
500-999 employees	1	6	**7**
100-499 employees	4	11	**15**
Less than 100 employees	6	0	**6**

Tab 4: Firm Qualifications & References

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.**

Gehring Group, a Risk Strategies Company, is pleased to provide this proposal in response to the City of Fernandina Beach's RFP #23-03 for Employee Benefits Consulting and Brokerage Services. Through our extensive experience over the past 30 years serving as Benefits Consultant/Broker for over 130 Florida public sector entities, we are confident that our firm will offer efficiencies, value-added services, in-depth public sector experience, and an unparalleled service standard with the goal of not merely meeting the City's needs, but exceeding City expectations. With team members having an average of 12.2 years and leadership having an average of 17.9 years of industry experience, Gehring Group has grown to become one of the most respected insurance and risk management consulting agencies in the state. Our team meets all years of service, licensing and technical requirements outlined in the RFP and is known for its innovative approach to employee benefits.

Gehring Group, Inc. was a Florida corporation for over 30 years prior to becoming a Risk Strategies Company on January 1, 2022, and now has even more to offer. Risk Strategies has over 4,000 valued team members and places employee benefit program premiums in excess of $2.5 billion per year. We are industry leaders, ranking in the top three in the country in various specialties and have a robust offering in both employee benefits and property and casualty.

As part of the Risk Strategies family, Gehring Group continues our public sector focus, currently serving numerous clients similar in scope and size to the City of Fernandina Beach who have successfully implemented leading edge concepts such as Consumer Directed Health Plans, creative Stop Loss programs, Onsite Clinics, and Innovative Wellness Programs. In addition to expert level benefits consulting services, we are also known for the value-added services that we provide to our clients including:

- Legislative Updates & Planning
- Employee Advocacy Services
- Actuarial Services & Data Analytics
- Custom Graphics & Communications
- Wellness Program Consulting
- Employee Health Center (Clinic) Consulting
- Human Resources & Compliance Resources
- Educational & Networking Opportunities

We hold a strong commitment to hiring talented high caliber professionals for our team and remaining on the cutting edge of industry innovation. Our philosophy is to provide a comprehensive level of superior brokerage and employee benefits consulting services to each of our clients. We take an innovative, proactive approach to continuously enhance the quality of our performance level beyond industry standards. We are a collaborating partner, helping each client accomplish their desired benefits program goals by developing long term strategies and working diligently to produce positive results through analytics, innovation, and technology. In addition, all service team members have achieved their Florida insurance license and can legally advise employees regarding their benefit options.

Available Resources

Throughout the years that Gehring Group has been servicing our public sector clients, our firm has provided numerous services and additional resources to accomplish our goal of providing a superior service standard with expert consulting experience. The level of available resources has continued to expand along with the availability of new products and technology in the healthcare and insurance marketplace. These resources include but are not limited to:

- Production of annual employee benefit guides and targeted employee communications at no additional cost to the City
- Educational webinars and seminars on various relevant employee benefits, human resources, and compliance topics
- Access to our client portal containing valuable information regarding employee benefits and healthcare reform
- Access to Mineral, an online human resources research tool
- Expertise in clinic consulting to spearhead the process of bidding for, evaluating, implementing and overall management oversight an onsite employee health center (if applicable)
- A service team available for all scheduled meetings as well as attendance at all open enrollment meetings
- Service representatives available to meet with employees on an individual basis to assist in resolving claim issues or answer any general insurance questions
- Two Gehring Group employees who have obtained their certification as National Council Mental Health First Aid instructors who are able to proactively provide solutions when addressing increasing concerns around mental health and substance use disorders
- Actuarial services for annual rate setting and reserve requirement calculations as well as the required annual 112.08 Filing of Actuarial Soundness
- Gehring Group's NavMD data analytics tool through which we can provide trend analysis, risk segmentation, high claimant stop-loss reimbursement reports, premium and funding assessments, provider network utilization analysis and most recently COVID-19 utilization summaries.
- Access to CAVU® public sector benefits benchmarking tool

In addition to the above, Gehring Group staff members are consistently evaluating cutting edge products and services in order to provide our clients with up-to-date information on all cost saving alternatives.

2. Describe any special expertise your firm has in providing employee benefits and insurance services to clients with similar or related business activities, specifically include experience with self-insured health plans offered by government employers. Include a list of current client relationships (local or otherwise), if not included in your references.

Special Expertise

Since Gehring Group's client base consists of public entities, our firm is uniquely qualified in its understanding of public entity issues. We understand the bid process and public record laws while maintaining knowledge of the constantly changing and complex Statutes that apply to governmental organizations. This specialized knowledge is especially vital when negotiating renewals and program changes with insurance carriers, Florida

insurance trusts, and health insurance consortiums. We have access to benchmark information and are familiar with the Florida insurance market as a whole.

Additionally, our staff has extensive experience with evaluating, implementing, and servicing all types of programs that include Health Savings Accounts (HSA), Health Reimbursement Accounts (HRA), Consumer Driven Health Plans (CDHP), and Cafeteria Plans. Through our knowledge and expertise, Gehring Group is able to aid clients in determining which plans represent viable options in order to assist management in making informed decisions regarding new concepts and identifying benefit programs that are in the best interest of their organization and membership. We work with the City to ensure that all union and benefit obligations have been considered throughout any RFP, evaluation, and implementation process, and that the resulting contracts conform with the City's obligations under any union agreements. During Gehring Group's tenured experience, we have assisted our clients through a variety of plan and funding changes, transitioning clients from being fully insured to minimum premium to a totally self-insured arrangement in order to take advantage of the savings associated.

We also support our clients in our role as advisor in the face of new legislation issued by each new administration. We have assisted and continue to assist our clients through the compliance steps mandated by the Affordable Care Act and were first on site to guide our clients through the legislation relating to the COVID-19 pandemic including the FFCRA, the CARES Act, the America Rescue Plan Act (ARPA), etc., and routinely guide our clients with compliance and preparing financially in anticipation of legislative regulations. During this time of legislative change, Gehring Group has taken on the role of becoming an educational resource for our clients by consistently hosting informative seminars and webinars on relevant topics.

Gehring Group has proven to be invaluable in assisting clients to control spiraling benefit costs. We continually ensure clients are up to date and informed on the latest market trends and recommend that our clients make employee benefits management a strategic initiative by defining objectives and developing an action plan based on meeting those objectives and ensuring an organized, complete approach to fulfilling our clients' benefits and budget needs.

Self-Funding Expertise

Gehring Group's experience with self-funded medical plans extends back three decades. We have extensive expertise in managing self-funded programs for both small and large group entities and have transitioned numerous employers from a fully insured arrangement to a self-funded arrangement with specific and aggregate stop loss. Our experience includes:

- Obtaining the necessary eligibility, updated schedule of medical benefits and claims history required to market stop loss coverage and third-party administrator services.
- Preparing market requests for medical stop loss insurance quotes and TPA ASO services and confirming any special coverage options or changes requested by the City.
- Sending requests for stop loss quotes to carriers and third-party administrators identified as key providers for this type of service and coverage.
- Negotiating with carriers including confirmation or clarification for coverage terms and pricing prior to completion of the market analysis.
- Preparing a comprehensive analysis of all stop loss proposals reflecting coverage terms, contract basis, price and noting any deviations from current terms/coverage.
- Collaborating with our actuary in the gathering of all necessary claims information, lag reports, funding information and policy documents necessary to complete the City's Annual Filing of Actuarial Soundness as required under Florida Statute 112.08 for self-insured plans.

- Providing the actuarial services to perform required IBNR calculations and annual health plan rate setting.
- Integrating the services of an employee health center (onsite clinic) with the self-funded medical plan (if applicable).
- Implementing a comprehensive wellness program with premium and/or HRA funding incentives.
- Evaluating carrier pharmacy coverage options including carving out pharmacy benefit with a PBM (Pharmacy Benefit Manager).
- Presenting final market analysis with supporting narrative to the City.

To effectively market as self-funded program, we at Gehring Group consider many factors. We must present and negotiate a plan that is in line with our clients' goals, contribution structure, plan design, union obligations and entity structure. We would also consider the available health insurance carrier ASO options and provider networks and discounts available under such. We also consider all the various types of stop loss coverage options. To solicit the most competitive stop loss quotes, we would review for the City's consideration all cost saving options, including but not limited to:

- Traditional specific deductible with aggregate coverage,
- Aggregating specific deductible options,
- Stop loss tiered pooling options,
- Features such as monthly maximum liability accommodation,
- Stop Loss Captives, Limited liability tiered pooling options, etc.

Currently, approximately 50% of Gehring Group clients are self-insured and range in size from 40 to 4,000 employees. For many of the following clients, our team has spearheaded the entire transition process from being fully insured to self-insured, providing guidance and recommendations as necessary. Some of these clients include:

1. City of Oviedo (330 employees)
2. City of Rockledge (225 employees)
3. Keys Energy Services (210 employees)
4. City of Dunedin (320 employees)
5. City of Palm Bay (900 employees)
6. City of Clearwater (1,800 employees)
7. City of North Port (620 employees)
8. City of Cocoa Beach (300 employees)
9. Hernando County Board of County Commissioners (1,030 employees)
10. Pinellas County Sheriff's Office (2,700 employees)

Self-insured clients also have greater access to claims data and require consistent attention and monitoring; therefore, we perform monthly, quarterly, and annual in-depth analysis of overall plan performance data utilizing Gehring Group's NavMD Data Analytics Platform. Through our in-house NavMD platform, we are able to provide trend analysis, risk segmentation, high claimant stop-loss reimbursement reports, premium and funding assessments, provider network utilization analysis and most recently COVID-19 utilization summaries. This consistent monitoring and review will help determine whether renewal projections are in line and allow for any adjustments to budget expectations.

Public Sector Clients

Gehring Group's successful experience with public sector entities is further evidenced by the number of current public sector clients served as provided below:

Gehring Group Active Public Sector Clients	
Atlantis, City of	Martin County Sheriff's Office
Boca Raton, City of	Naples, City of
Boca Raton Housing Authority	North Palm Beach, Village of
Brooksville, City of	North Port, City of
Broward College	North River Fire District
Cape Coral, City of	Oakland Park, City of
Career Source Palm Beach County	Okaloosa County BOCC
Charlotte County BOCC	Oldsmar, City of
Children's Services Council of Palm Beach County	Osceola County Sheriff's Office
Citrus County BOCC	Oviedo, City of
Clearwater, City of	Pahokee, City of
Clerk & Comptroller, Palm Beach County	Pahokee Housing Authority
Cocoa, City of	Palm Bay, City of
Cocoa Beach, City of	Palm Beach County Sheriff's Office
Coconut Creek, City of	Palm Beach, Town of
Cooper City, City of	Palm Beach Shores, Town of
Coral Gables, City of	Palm Harbor Fire Rescue District
Coral Springs, City of	Palm Springs, Village of
Dania Beach, City of	Parkland, City of
Davie, Town of	Pasco County Clerk of Circuit Court & Controller
Deerfield Beach, City of	Pasco County Sheriff's Office
Delray Beach, City of	Pinellas County Housing Authority
Delray Beach Housing Authority	Pinellas County Sheriff's Office
Dunedin, City of	Pinellas Suncoast Fire and Rescue
Estero Fire & Rescue District	Pinellas Suncoast Transit Authority
Fellsmere, City of	Pompano Beach, City of
Flagler County Sheriff's Office	Port of Palm Beach
Florida PACE Funding Agency	Riviera Beach, City of
Fort Lauderdale, City of	Rockledge, City of
Fort Myers, City of	Royal Palm Beach, Village of
Fort Myers Beach Fire Control District	Sanibel, City of
Greenacres, City of	Sarasota County BOCC
Gulfstream, Town of	Sarasota County Sheriff's Office
Hernando County BOCC	Satellite Beach, City of
Hernando County School District	Seacoast Utility Authority
Highlands County BOCC	Sebastian, City of
Hollywood, City of	Sebring, City of
Indian Trail Improvement District	Solid Waste Authority of Palm Beach County
Iona McGregor Fire District	South Florida Water Management District
Islamorada, Village of Islands	Southern Manatee Fire Rescue District
Juno Beach, Town of	Southwest Ranches, Town of

Gehring Group Active Public Sector Clients	
Jupiter Island, Town of	St. Lucie County Sheriff's Office
Key West Housing Authority	St. Lucie County Fire District Employees HIT
Key West, City of	St. Lucie County Tax Collector
Keys Energy Services	Stuart, City of
Lake Park, Town of	Tampa Bay Water Authority
Lake Worth Beach, City of	Tarpon Springs, City of
LWB Community Redevelopment Authority	Tax Collector, Palm Beach County
Lee County Sheriff's Office	Tequesta, Village of
Loxahatchee Groves, Town of	Government of the US Virgin Islands
Loxahatchee River District	Venice, City of
Manalapan, Town of	Virgin Islands Water and Power Authority
Mangonia Park, Town of	Walton County BOCC
Marianna, City of	Walton County Sheriff's Office
Marco Island, City of	Wellington, Village of
Margate, City of	West Manatee Fire Rescue District
Martin County BOCC	West Palm Beach, City of
Martin County School District	West Palm Beach Police Benevolent Assn.

We also invite you to review our client video testimonials which can be accessed by clicking on or scanning the QR code to the right.

3. Describe your firm's efforts to remain current on business and employee benefit issues relating to the City of Fernandina Beach business profile, including industry or association memberships, if applicable.

Gehring Group maintains a strong commitment to remain at the forefront of industry trends, new legislation, cutting edge benefits technology tools, and new types of insurance programs offered by insurance companies and third-party administrators to remain ahead of the curve. Our team also monitors all legislation that affects our clients. For example, our ACA specialists are available for questions relating to the 1094/1095-C filing requirements and is currently assisting all clients in completing the newly required prescription drug reporting implemented as a result of the Consolidated Appropriations Act (CAA).

Gehring Group is well respected as a forward-thinking consultant. We were on the forefront of evaluating the concept of the employer onsite clinic and determining the potential cost savings available under such an arrangement. Inherent in our onsite clinic experience, we have independently advised on, and implemented numerous onsite/near-site health center models with various clinic service vendors. Entities similar in size and scope for whom we have implemented onsite health centers include the Palm Beach County Sheriff's Office, City of Clearwater as well as the Charlotte, Hernando, and Martin County Boards of County Commissioners. We have also assisted numerous public sector clients in evaluating various benefits technology tools such as online open enrollment and administration systems.

INDUSTRY ASSOCIATION MEMBERSHIPS

Additionally, Gehring Group's expertise is well-known throughout the state as evidenced by the repeated number of requests for our staff members to be featured speakers at various Florida public sector associations and other national organizations including:

- FAC – Florida Association of Counties
- FASD – Florida Association of Special Districts
- FERMA – Florida Educational Risk Management Association
- FGFOA – Florida Government Finance Officers Association
- Florida League of Cities
- FPELRA – Florida Public Employer Labor Relations Association
- FPHRA – Florida Public Human Resources Association
- Florida Institute of Certified Public Accounting Chapter Meetings
- PRIMA – Public Risk Management Association
- RIMS – Risk & Insurance Management Society
- SALGBA – State and Local Government Benefits Association
- SHRM – Society for Human Resource Management

Gehring Group is also a member of each of the above listed associations through which we are able to stay abreast of all issues public sector entities are facing today.

TRADE MAGAZINE & WELLNESS RECOGNITIONS

In addition to recognition as industry experts, Gehring Group has earned other significant achievements within the prior four years are outlined below. Being selected as an honoree for these awards is a great tribute to each and every one of our employees, and reflection of our corporate culture; as well as a reflection of the support we receive from our clients.



4. 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.

All of the following clients are serviced from Gehring Group's Palm Beach Gardens located. Note that the proposed employee benefits analyst is based in Jacksonville, FL.

City of Dunedin 550 Laura Lane Dunedin, FL 34698 Phone #: (727)298-3042 Client Since: 4/1/2004	Contact Name: Theresa Smalling Title: Director of H.R. & Risk Email: tsmalling@dunedinfl.net Approx. Number of Employees: 320 Funding Arrangement: Self-Insured
City of Cocoa Beach 1600 Minuteman Causeway Cocoa Beach, FL 32931 Phone #: (321) 868-3306 Client Since: 7/21/2016	Contact Name: Natalie Harmon Title: Personnel Director Email: nharmon@cityofcocoabeach.com Approx. Number of Employees: 310 Funding Arrangement: Self-Insured
City of Cocoa 65 Stone St. Cocoa, FL 32922 Phone #: (321) 433-8665 Client Since: 10/1/2012	Contact Name: Tammy Gemmati Title: Administrative Services Director Email: tgemmati@cocoafl.org Approx. Number of Employees: 450 Funding Arrangement: Fully Insured
City of Palm Bay 120 Malabar Rd Palm Bay, FL 32907 Phone #: (321) 952-3420 Client Since: 4/23/2015	Contact Name: Laura Clawson Title: Human Resources Director Email: laura.clawson@palmbayflorida.org Approx. Number of Employees: 900 Funding Arrangement: Self-Insured
Okaloosa County BOCC 302 N. Wilson Street, Suite 203 Crestview, FL 32536 Phone #: 850-689-5978 Client Since: 5/4/2021	Contact Name: Kelli Bird Title: Risk Manager Email: kbird@myokaloosa.com Approx. Number of Employees: 700 Funding Arrangement: Fully Insured

Tab 5: Identified Services Areas

1. **Employee Benefits Assessment and Analysis – Provide a summary of your firm's process in conducting risk assessment and analysis for firms similar to the City of Fernandina Beach. Identify resources to be used, if not already part of the proposed service team. Provide samples of internal or external reports that are a product of such assessment and analysis. Based upon the information currently available, identify areas of emerging risk relative to the City of Fernandina Beach operations, or risk warrants greater attention.**

As an independent agent/consultant, Gehring Group focuses on recommending programs that best meet the needs of our clients. Inherent in this process is evaluating the programs currently in force and available solutions. Although this includes evaluating cost factors within our analysis; we also take into consideration plan benefits, network availability and discounts and how they may vary from carrier to carrier and region to region. A.M. Best rating and reputation for service is also considered in our goal of ensuring that each client's program is in line with their employee benefits philosophy and budgetary constraints.

During Gehring Group's long-term relationship with our clients, we have been able to utilize the RFP process as well as our significant market leverage for our clients who have a fully insured medical funding arrangement. Gehring Group also encourages our clients to not only focus on premium costs, but also on behavior modification with an emphasis on driving better overall health outcomes. This includes a focus on preventive care, prescription drug adherence and consistent evaluation of preventable chronic conditions through regular provider visits. Creating a healthier employee population ultimately results in lower claims costs in the long term as well as lower increases in medical and prescription drug expenses.

THIS APPROACH INCLUDES:

- Deep dive analysis into detailed claims reporting utilizing Gehring Group's in-house NavMd and Aviso analytics platform;
- Identifying and targeting modifiable health behaviors and plan cost drivers to encourage appropriate utilization of healthcare dollars;
- Identifying emerging risk categories to proactively make recommendations for cost saving solutions;
- Implementation of wellness strategies and disease management programs to impact high-cost targets; and
- Analysis of implemented programs and results, making adjustments as necessary based on the data.

Consequently, our clients have experienced positive outcomes that are the cumulative result of many strategic efforts including the implementation of the Employee Health Center, incentivized health risk assessments, and the implementation of carrier wellness incentive program. This has been evidenced by the below average cost increases in comparison to national trend. One example is the identification of diabetes as a high-cost chronic condition through our NavMD Analytics tool. With this knowledge, an employer is able to consider making changes to plan design to encourage better self-care by reducing costs for treatment.

Emerging Risks

Some of the major areas of emerging risk for all employers includes the onslaught of the COVID-19 global pandemic and the unknown burden it will place on employers as well as the mental health of the nation.

Additional risks include the rising costs of specialty medications and the introduction of gene therapies as addressed below.

COVID-19 Pandemic

At the beginning of the COVID-19 global pandemic, Gehring Group immediately provided our clients with educational and legal resources particularly in regard to the new employment rules and regulations as established by the FFCRA and the CARES Act, and now ARPA, to ensure that all of our clients were compliant and remained up-to-date with legislation that was changing on a daily basis as it related to employment law, absence management, benefits administration, and insurance coverage changes. During the peak of the pandemic, Gehring Group held six legislative update webinars and established a Client COVID-19 Resource Center. Our webinar topics entailed:

- Impact on Public Sector Employers
- Families First Coronavirus Response Act: Emerging Guidance & Answers
- Understanding COVID-19 and the Testing Alternatives
- COVID-19 Return to Work Considerations and Decision Making
- Reopening During a Pandemic: Is it Safe to go back into the Water?
- Protecting Your Organization from Cyber Crime
- Let's Talk COVID Vaccines (Expert Panelist: Dr. Pete LoFaso)
- FFCRA, COVID Related Employer/Employee Update (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
- Outbreak Period, Vaccine Update, and the Considerations of the American Rescue Plan Act (ARPA) on the Public Sector (Expert Panelists: Ben Conley, Ron Kramer of Seyfarth Shaw)
- Tax Credits and COBRA Benefits under the American Rescue Plan
- The Fourth Wave: Updates on Vaccine & Mask Mandates
- COVID in our Midst: Understanding the Current State of Affairs

In addition, our analytical team has begun to analyze the impact of COVID claims to our clients' medical programs. Gehring Group will continue to monitor and assist our clients throughout this pandemic and provide all the tools and resources available to the City which includes monitoring claims exposure, return-to-work products, as well as virtual solutions for employee communications and open enrollment.

Mental Health

Recognizing that the status of mental health of our employees has become an ever-increasing concern for employers and the nation as a whole, Gehring Group has made several investments to expand our knowledge of the issue. This includes having two Gehring Group employees obtain their certification as National Council Mental Health First Aid instructors who are able to proactively provide solutions when addressing increasing concerns around mental health and substance use disorders. In addition, Joelle Kantor, the City's Wellness Coordinator has also been certified as a Counselor for the Crisis Text Line (www.crisistextline.org).

Gehring Group's most recent annual two-day Public Sector Summit also included a significant amount of relevant content, providing information and communication solutions to help employers address this concern including:

- Tackling Mental Health in the Workplace, Taylor Adams, Director of Workplace Mental Health, Mental Health America
- Moving Forward Together: How the Pandemic is Impacting Different Generations, Kim Lear, Keynote

- Wired & Tired: The Physical & Mental Manifestation of Living Through a Pandemic, Dr. Lucy McBride, Board Certified Internist, Mental Health Advocate
- Responding to Misinformation:, Dr. Joe Smyser, CEO, Public Good Projects

In addition, Gehring Group hosted a *First Responder Mental Health Focus Group* to help address the concerns of our clients' Police and Fire employees.

Specialty Pharmacy Cost Escalation

As mentioned previously, specialty pharmacy costs are exceeding all costs at an extremely rapid pace. Gehring Group continually monitors solutions that are available in the marketplace to help reduce the exposure of these exorbitant cost increases. We have identified several areas of opportunity to assist in reducing these costs and have been reviewing with our clients throughout our renewal discussions.

Specialty Pharmacy and Gene Therapy Cost Escalation

Specialty pharmacy costs are exceeding all costs at an extremely rapid pace. In addition, Gene therapies are expensive, and a single treatment can cost millions of dollars. Gehring Group continually monitors solutions that are available in the marketplace to help reduce the exposure of these exorbitant cost increases. Gehring Group can research and identify areas of opportunity to assist the City in reducing these costs and will consider further throughout our renewal discussions in the future.

Gehring Group will keep the City apprised not only of those emerging risks, but also any potential programs or solutions to mitigate the amount of risk to the City.

2. **Marketing – Describe your firm's proposed marketing processes and strategies. Provide comment on current program structure and pricing (to the extent possible) with particular emphasis on your firm's assessment of the insurance market. Include identification of resources that are not part of the proposed service team. Provide a suggested listing of markets that may be considered for each major line of coverage, including your rationale for such a course of action. Include any intermediaries to be used and your relationship with those companies. (Note: The City is requesting a sample only of the markets that your company would use for an account of the size of Fernandina Beach).**

Marketing & Strategic Planning

An employee health benefits program is one of the most significant cost drivers in any employer's budget, as well as the greatest tax favored benefit an employer can provide an employee. In the current COVID and regulatory environment, the resulting changing marketplace, and the widespread availability of technology tools – benefits program management, cost mitigation, communication and compliance are achieved for our clients through people, planning, innovation, process, and product.

Gehring Group's strategy and service philosophy center around remaining involved with the City on a year-round basis with extensive strategic planning, data analysis and setting of future goals. We review all lines of coverage and benefits and work with the City's HR Department and Purchasing to develop the RFP and determine those lines suitable for bidding. Gehring Group's traditional marketing process includes a comprehensive analysis of the current programs, past programs, claims history, in addition to numerous other factors including demographics and the local market and is fully described in Tab 2 under Request for Proposal Services. In addition to reviewing the incumbent carriers' renewal offers, we would review a list of prospective carriers, coalitions, and trusts with HR staff in determining whether to release any RFPs for the various lines of coverage.

Gehring Group employs a number of strategies in developing a long-term strategic plan. Our plan includes regular meetings with you to understand your organization's goals, budget, organizational considerations, culture, and plan competitiveness compared to benchmark and local entities. Additionally, we look at your organization's loss experience for multiple years and perform analytics on your data utilizing in-house software and technology to develop forecasting scenarios for your current plan design and providing the City with annual budget projections based on actual claims utilization. Our review also considers agreements made through collective bargaining as well as retiree offerings. In our lengthy experience serving the Public Sector, we have learned that each client's needs are unique; from geographic location and employee demographics to union relations and retiree coverage; therefore, Gehring Group utilizes a customized approach to determining the needs and priorities of each client, focusing on making recommendations that are sustainable and specific to the client and their specific situation. Our goal is to recommend programs to drive long-term cost savings versus merely reducing benefits to the employee population to drive cost savings.

One example of a client's long-term strategy included a three-year path to increasing the aggressiveness of their wellness program with the goal of targeting unhealthy lifestyles – adding incentives for physical activities in the first year; adding wellness health targets verified by physicians in the second year; and finally, a non-smoker incentive in the third year, all while monitoring utilization and making plan changes to curb abuse year over year. Other clients have set goals to transition from a fully insured arrangement to a minimum premium arrangement in order to get more comfortable with the concept of self-funding. Others have implemented such concepts as an onsite employee health center, onsite health coaches and wellness coordinators and incentives for participation in health risk assessments.

We understand that employee benefits are a very important aspect of an employee's compensation package. Accordingly, we agree that a long-term strategic benefit plan must be in place to allow both the employer and employee anticipate and prepare for stepped change be it financial or regarding plan design. Gehring Group's goal is to maintain long-term client relationships and assist our clients in developing long range strategies to conform to the client's overall financial goals. Getting the most out of your benefits dollar is one of our primary goals when servicing our clients.

Gehring Group is also known for being an innovator in the employee benefits marketplace. We evaluate all emerging cost saving options to determine viability for our clients and review new plan options made available under new legislation. For example, we were the first to implement consumer driven health plans as well as other cost saving strategies such as onsite clinics in the Public Sector. Through our knowledge and expertise of all types of plan designs and funding arrangements, Gehring Group staff is able to aid our clients in determining which carriers and programs represent viable options in order to assist management in making better-informed decisions regarding the implementation of new concepts and ascertaining whether they are in the best interest of the organization. For some groups this may mean consolidating the number of plans to better consolidate risk and reduce adverse selection, while for other entities it may mean providing more plan options to better accommodate the needs of various types of employee populations within the entity who may be seeking varying coverage levels or alternatively, more affordable premium costs.

We also evaluate the benefits of various other concepts including telemedicine, value-based plan designs, specialty physician designation cost share differences, plans with "narrow networks", carving out pharmacy coverage with a pharmacy benefit manager (PBM) and live diabetic monitoring with mobile-enabled glucometers via a third-party diabetes management vendor. Gehring Group remains ahead of the curve regarding the evaluation and implementation of new cost saving concepts in order to locate creative cost saving solutions and guide our clients through the entire selection and implementation process. We review and consider all available cost saving options when developing a strategic plan with our clients.

Insurance Markets

Considering that the number of major medical insurance carriers has continued to shrink over the past years, it is important to consider not only the cost of the proposed plans, but also the value-added services that you may be gaining or losing by switching carriers. These services may include wellness dollars, wellness program options, assistance with Medicare D filings with CMS (Centers for Medicare & Medicaid Services) and the depth of disease management programs.

As an independent agent/consultant, Gehring Group focuses on recommending proposals that best meet the needs of our clients. We take into consideration how plan benefits may vary from carrier to carrier as well as A.M. Best rating in our goal of providing each client with the program is most in line with the client's employee benefits philosophy and budgetary constraints. The following includes, but is not limited to, insurance markets with whom Gehring Group may consider for the City during the market solicitation process for each major line of coverage:

Medical (Includes TPA & Stop Loss Vendors)	
• Aetna	• Optum
• AIG	• Reliance Standard
• AvMed	• Roundstone Insurance
• CIGNA	• Sun Life
• Creative Risk Underwriters	• Symetra

- Florida Blue
- The Guardian
- HCC Life Insurance Company - Tokio Marine
- HM Insurance Group
- Humana
- TMS Re
- UnitedHealthcare
- Unum
- Voya Financial
- UMR

Pharmacy Benefit Managers

- American Health Care
- ARMSRx
- BeneCard
- CVS Caremark
- Envision Pharmaceutical Services
- Express Scripts
- Kroger Prescription Plans
- LDI Integrated Pharmacy Services
- PBM Plus
- Magellan Rx Management
- Optum Rx
- Pharmavail
- Prime Therapeutics
- ProCare Rx
- Progressive Medical Inc.
- Rx Savings Solutions
- Serve You Custom Prescriptions Mgmt.
- Southern Scripts
- US Script
- WellDyneRx

Dental

- Aetna
- Ameritas Group
- AmWins
- Argus
- BrightBenefits
- CIGNA
- Delta Dental
- Florida Blue
- Florida Dental
- Guardian, The
- Humana
- Liberty Dental Plan
- Lincoln Financial Group
- MetLife
- Mutual of Omaha
- Principal Financial Group
- Reliance Standard
- Renaissance Family
- Solstice
- The Standard
- Sun Life
- United Concordia
- United HealthCare of Florida (Public)
- Unum
- Versant Health

Vision

- Aetna
- Ameritas Group
- AmWins
- Argus
- Avesis Vision Plans
- BrightBenefits
- CIGNA
- EyeMed
- Florida Blue
- The Guardian
- Humana
- Liberty Dental Plan
- Lincoln Financial Group
- MetLife
- National Vision Administrators
- Principal Financial Group
- Reliance Standard
- Renaissance Family
- Solstice
- Sun Life
- Superior Vision
- United HealthCare of Florida
- United Vision
- Unum
- Versant Health
- VSP

EAP

- Aetna
- CIGNA
- Corporate Care Works
- MetLife
- MH NET
- Mutual of Omaha

- Florida Blue
- Guardian, The
- Humana - RFP Inbox
- Integrated Behavorial Health
- Liberty Mutual Group Benefits
- Lincoln Financial Group
- Magellan Healthcare
- New Directions
- New Horizons
- Optum Health
- Solstice
- The Standard
- UnitedHealthcare
- Unum

Life, ADD & Disability

- AIG
- CIGNA
- Florida Blue
- The Guardian
- Hartford
- Humana
- Liberty Mutual Group Benefits
- Lincoln Financial Group
- MetLife
- Mutual of Omaha
- Ochs
- Principal Financial Group
- Prudential
- Reliance Standard
- Renaissance Family
- The Standard
- Sun Life
- Symetra
- Trustmark Insurance
- UnitedHealthcare
- Unum
- Voya Financial

Supplemental

- Activ4Pets
- Aetna
- Aflac
- AIG
- Allstate
- American Fidelity Assurance Company
- Assurant
- Benistar
- Chubb
- Cigna
- Colonial Life
- Family Life
- Florida Combined Life
- ID theft Watchdog
- InfoArmor
- Legal Shield
- LegalZoom
- Liberty Mutual Insurance
- LifeLock
- MetLife
- Lincoln Financial Group
- Mutual of Omaha
- Nationwide
- New York Life
- Ochs
- Optimed
- Pet Assure
- Pet Benefit Solutions
- Preferred Legal
- Principal Financial Group
- Reliance Standard
- Sun Life
- Symetra
- Transamerica
- Trustmark
- United Healthcare
- Unum
- US Legal
- VOYA
- Washington National Insurance Co

3. Data Management – Provide commentary on the projected needs for the City of Fernandina Beach relative to data management and your firm's approach to meeting those needs. Include resources or systems that might be utilized to enhance this area of benefits management.

Data Management with Bentek®

Gehring Group has assisted a number of our clients to achieve additional benefits administration efficiencies associated with open enrollment process and benefits program as a whole through the implementation of the Bentek Online Enrollment System. Bentek® segregates processes and embodies three online modules:

1. The **Client Administration System** allows for one point of entry for employee benefits data management and performs the functions of an employee benefits data management system all year round, allowing for regular electronic transmission of eligibility data to carriers.
2. The **Open Enrollment Module** allows internet access for employees to confirm or make changes to their benefits and/or plan selections for the upcoming plan year.
3. The **Employee Benefits Center** allows internet access to employees giving them the capability to view and modify (as allowed) and request modification of their benefit elections and deductions, and link to benefit booklet information.

Through Bentek, our clients have been able to better manage life insurance beneficiary designation, achieve automatic transmission of eligibility updates to multiple insurance carriers, simplify the reporting of qualifying events subject to the administrators acceptance, have the ability to print a report of changes to employee benefits for bill reconciliation, maintain coverage data for ACA filing purposes, and offer an employee benefits center with links and forms that mitigate informational request calls to HR; in short, Bentek® serves as another member of your benefits administration team. It remains a customizable solution that has proven itself an invaluable, easy to use resource for over 100 Florida clients, who have applauded the responsiveness and professional knowledge exhibited by Bentek staff.

Bentek continues to enhance its enrollment platform with recent new features such as dashboard widgets, employee text messaging, customizable reports, multi-factor authentication, decision support plan comparisons, and retiree administration (RetireSweet®). In addition, the new Admin Assist feature allows administrators to log in as an employee to see what they see and answer enrollment questions much more quickly.

Additional information regarding the advantages and features of the Bentek software is included in Tab 2, question 7 under *Technical Services*.

Data Management with NavMD Data Analytics

For our fully insured clients, our analytics team reviews carrier claims experience reports, large claims lists, and claims trends on a monthly basis to identify additional wellness targets, potential benefit overutilization and prescription drug cost saving opportunities.

For our self-insured clients, we perform monthly, quarterly, and annual in-depth analysis of the overall plan performance data utilizing Gehring Group's NavMD Data Analytics Platform. Through our in-house NavMD platform, we are able to provide trend analysis, risk segmentation, high claimant stop-loss reimbursement reports, premium and funding assessments, provider network utilization analysis and most recently COVID-19 utilization summaries to our self-insured clients. This consistent monitoring and review will help determine whether renewal projections are in line and allow for any adjustments to budget expectations.

Gehring Group utilizes the NavMD data analytics platform to evaluate claims data and network utilization for our self-insured clients even further. **Gehring Group NavMD Analytics** is a predictive health analytics and health plan management system. It provides many clinical and risk measures of total populations and subpopulations, integrated with demographic data, compliance averages for Episodic Treatment Groups® of conditions, Episodic Risk Groups®, medical and pharmacy compliance, condition prevalence and slide calculators that automatically calculate Value Based utilization for pharmacy, (medical possession ratio) and outpatient best practice standards of care.

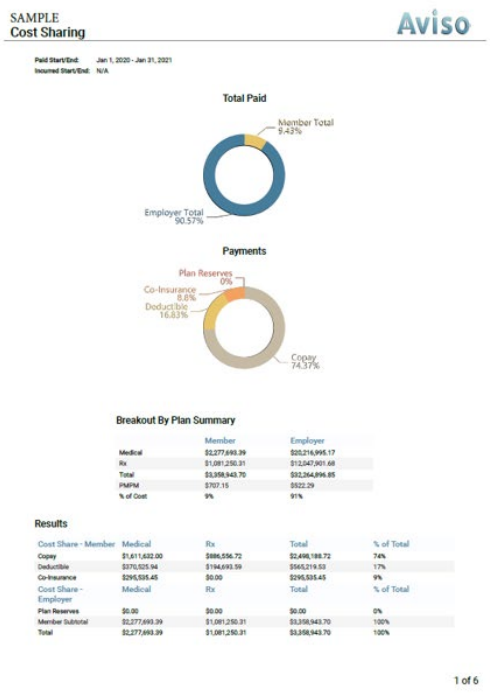
Plan Design Modeling is supported by the rich Data Analytics & Reporting capabilities, the Plan Modeling component is a core feature of the system designed to provide the information necessary to add value to health care planning. Whether you want to employ value-based plan design through employee intervention and wellness programs, or simply better track your high-cost populations in order to contain cost and retain higher cash flow, the Plan Modeling tool is where we capitalize on diligent data analysis.

These tools provide comparative analyses on proposed plan strategies using historical claims data by simulating the effect of plan modifications. Forecasting and modeling both simple and complex strategy adjustments against actual claims experience in your health plan. These tools interactively support creativity in plan design, producing innovative approaches modeled for higher cost savings, increased cash flow and improved plan efficiency.

The following includes various dashboard and utilization reports created in Gehring Group's NavMD Data Analytics platform utilized to conduct various types of analyses for our clients to pinpoint key metrics such as high-cost conditions, potential provider or benefit overutilization, wellness targets, etc. This tool also provides high level benchmarking that is real-time and specific to other Public Sector employers of similar demographics.

- Utilization Summary Report
- Top 10 Conditions Benchmark Comparison
- Top 10 Physicians
- Top 10 Facilities
- Top 10 Places of Service
- Top 10 Pharmacies
- Top 10 Pharmacy Claimants
- Formulary vs. Non-Formulary Spend
- COVID Filter Repot
- Pharmacy Relationships
- Risk Index by Demographics
- Risk Index Summary
- Risk Index Ranges by Cost
- Cost Sharing Reports including:
  - Member vs. Employer
  - By Participant Division (employee/cobra/retiree)
  - By Plan Option

Samples are included below for illustration purposes. Additional sample reports are included in **Exhibit C: Sample Reports & Work Product.**



SAMPLE
Cost Sharing

Aviso

Paid Start/End: Jan 1, 2020 - Jan 31, 2021
Incurred Start/End: N/A

Total Paid

Payments

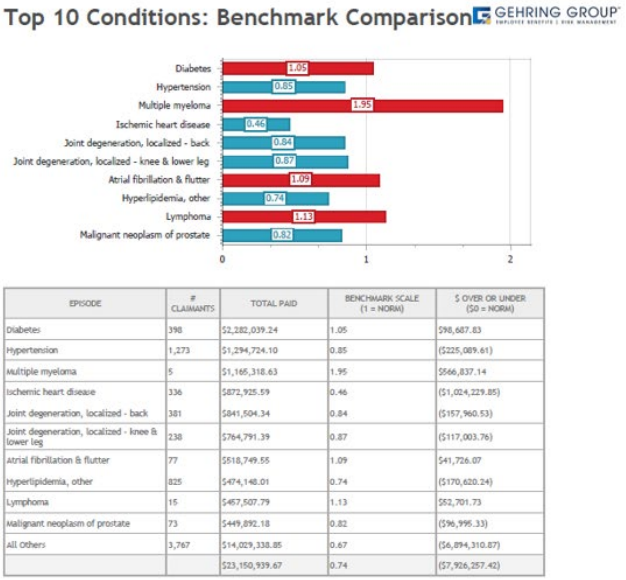
Breakout By Plan Summary

	Member	Employer
Medical	$2,277,693.39	$20,216,995.17
Rx	$1,081,250.31	$12,047,901.68
Total	$3,358,943.70	$32,264,896.85
PMPM	$707.15	$522.29
% of Cost	9%	91%

Results

Cost Share - Member	Medical	Rx	Total	% of Total
Copay	$1,611,632.00	$884,556.72	$2,496,188.72	74%
Deductible	$370,525.94	$194,692.59	$565,218.53	17%
Co-Insurance	$295,535.45	$0.00	$295,535.45	9%
Cost Share - Employer	Medical	Rx	Total	% of Total
Plan Reserves	$0.00	$0.00	$0.00	0%
Member Subtotal	$2,277,693.39	$1,081,250.31	$3,358,943.70	100%
Total	$2,277,693.39	$1,081,250.31	$3,358,943.70	100%

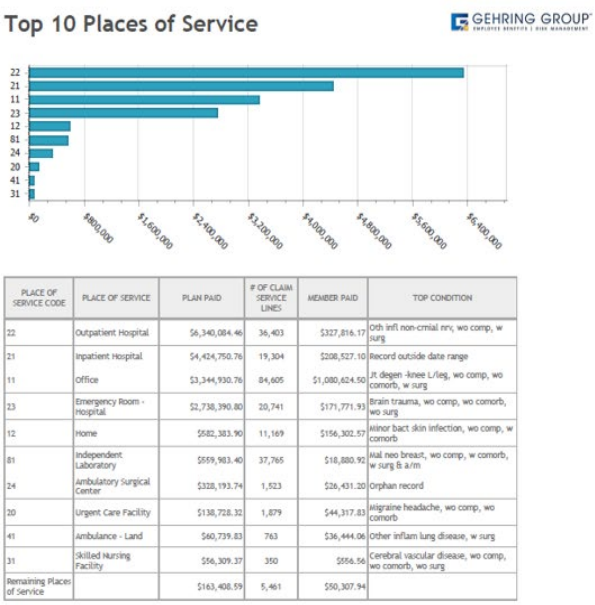
1 of 6



Top 10 Conditions: Benchmark Comparison

GEHRING GROUP

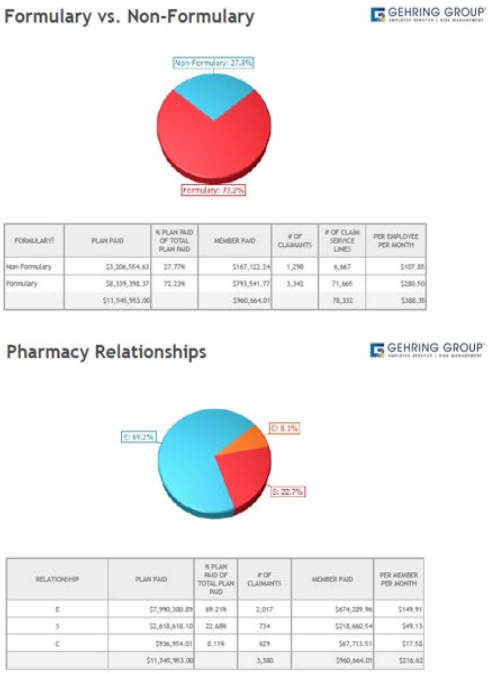
EPISODE	# CLAIMANTS	TOTAL PAID	BENCHMARK SCALE (1 = NORM)	$ OVER OR UNDER ($0 = NORM)
Diabetes	398	$2,282,039.24	1.05	$98,687.83
Hypertension	1,273	$1,294,724.10	0.85	($225,089.61)
Multiple myeloma	5	$1,165,318.63	1.95	$566,837.14
Ischemic heart disease	336	$872,925.59	0.46	($1,024,229.85)
Joint degeneration, localized - back	381	$841,504.34	0.84	($157,960.53)
Joint degeneration, localized - knee & lower leg	238	$764,791.39	0.87	($117,003.76)
Atrial fibrillation & flutter	77	$518,749.55	1.09	$41,726.07
Hyperlipidemia, other	825	$474,148.01	0.74	($170,620.24)
Lymphoma	15	$467,507.79	1.13	$62,701.73
Malignant neoplasm of prostate	73	$449,892.18	0.82	($96,996.33)
All Others	3,767	$14,029,338.85	0.67	($6,894,310.87)
		$23,150,939.67	0.74	($7,926,257.42)



Top 10 Places of Service

GEHRING GROUP

PLACE OF SERVICE CODE	PLACE OF SERVICE	PLAN PAID	# OF CLAIM SERVICE LINES	MEMBER PAID	TOP CONDITION
22	Outpatient Hospital	$6,340,084.46	36,403	$327,816.17	Oth infl non-crnial nrv, wo comp, w surg
21	Inpatient Hospital	$4,424,750.76	19,304	$208,527.10	Record outside date range
11	Office	$3,344,930.76	84,605	$1,080,624.50	Jt degen -knee L/leg, wo comp, wo comorb, w surg
23	Emergency Room - Hospital	$2,738,390.80	20,741	$171,771.91	Brain trauma, wo comp, wo comorb, wo surg
12	Home	$682,383.90	11,169	$156,302.57	Minor bact skin infection, wo comp, w comorb
81	Independent Laboratory	$659,983.40	37,765	$18,880.90	Mal neo breast, wo comp, w comorb, w surg & a/m
24	Ambulatory Surgical Center	$328,193.74	1,523	$26,431.20	Orphan record
20	Urgent Care Facility	$138,728.32	1,879	$44,317.83	Migraine headache, wo comp, wo comorb
41	Ambulance - Land	$60,739.83	763	$36,444.06	Other inflam lung disease, w surg
31	Skilled Nursing Facility	$56,309.37	350	$556.56	Cerebral vascular disease, wo comp, wo comorb, wo surg
Remaining Places of Service		$163,408.59	5,461	$50,307.94	



Formulary vs. Non-Formulary

GEHRING GROUP

FORMULARY?	PLAN PAID	% PLAN PAID OF TOTAL PLAN PAID	MEMBER PAID	# OF CLAIMANTS	# OF CLAIM SERVICE LINES	PER EMPLOYEE PER MONTH
Non-Formulary	$3,206,554.63	27.7%	$167,122.24	1,298	6,667	$107.85
Formulary	$8,339,398.37	72.3%	$793,541.77	3,342	71,665	$280.50
	$11,545,953.00		$960,664.01		78,332	$388.35

Pharmacy Relationships

GEHRING GROUP

RELATIONSHIP	PLAN PAID	% PLAN PAID OF TOTAL PLAN PAID	# OF CLAIMANTS	MEMBER PAID	PER MEMBER PER MONTH
E	$7,990,380.89	69.21%	2,017	$674,289.96	$149.91
S	$2,618,618.10	22.68%	734	$218,860.54	$49.13
C	$936,954.01	8.11%	629	$67,713.51	$17.58
	$11,545,953.00		3,380	$960,664.01	$216.62

Each of the above reports were generated in-house with Gehring Group's NavMD Data Analytics platform.

RISK strategies | GEHRING GROUP A RISK STRATEGIES COMPANY

4. **Program Design – Provide a brief summary of potential program designs that may be appropriate for the City of Fernandina Beach for the major lines of coverage. Include the rationale for your suggestions. Given the information provided, identify your firm's key strategies in evaluating the optimum alternatives for the City of Fernandina Beach in the major lines of coverage.**

Gehring Group looks forward to continuing our successful track record in proposing strategies to drive long-term cost mitigation and savings for the City of Fernandina Beach and its medical and prescription drug programs. Furthermore, we will initiate our discussions regarding various innovative strategies that include, but are not limited to:

- The implementation of a Value-Based Benefit Program – This type of program would, for example, reward those individuals with chronic conditions by providing lower deductibles, copays, etc. as a reward for proper adherence to the appropriate standards of care.
- Promotion of Centers of Excellence – We would investigate the implementation of network steerage programs to encourage members to utilize "centers of excellence" programs and facilities for specialties such as orthopedic and cardiovascular services, in addition to transplant services.
- Specialty Pharmacy Programs – Specialty Pharmacy costs continue to outpace all other medical and prescriptions costs at an extremely rapid pace. Gehring Group continually monitors solutions that are available in the marketplace to help reduce the exposure of these exorbitant cost increases.
- Price Transparency Tools – Gehring Group is investigating a number of price transparency tools that can be integrated with our NavMD data analytics platform to provide additional cost information that can be used to drive plan change and other program design decisions.
- Interactive Wellness Programs – There are a number of interactive wellness and coaching programs that can be implemented to increase employee engagement in the treatment of their own chronic conditions. Some of these options include Omada for Diabetes Prevention and Physera for virtual physical therapy.

Utilizing the knowledge gained through extensive data analysis, employee surveys and wellness results, we can work with the City of Fernandina Beach to develop and implement strategies to tackle health costs while improving treatment options.

5. **Communications – Describe formal and informal communication processes for the City of Fernandina Beach. Include proposed schedules of key meetings, timelines, and other process mileposts for the proposed client service. Include any proprietary client communications that may be appropriate and available to the City of Fernandina Beach to facilitate communications. Describe your firm's capability of producing annual benefit statements and open enrollment communications for employees.**

Communications with City Staff

Gehring Group provides year-round service and support, maintaining continuous communication throughout the plan year to provide support to staff with administrative, legislative, enrollment and billing questions. Each renewal year, Gehring Group and the client determine a tentative schedule for meetings, events, open enrollment, etc. These meetings can take place quarterly, semi-annually, or as needed. Gehring Group strives to be available to our clients whenever the need arises, and there is never any charge for travel for onsite meetings. Gehring Group staff is also readily available by phone, video conferencing, and for onsite meetings as needed and is also available to provide on-site assistance with new-hire orientations and employee benefits fairs.

To prepare for each plan year, Gehring Group prepares a timetable of activities as outlined below. This schedule can be customized to accommodate the RFP process, additional onsite meetings, and any specific needs or additional services requested by the City.

Proposed Schedule of Activities (assumes October 1st Renewal Date)	
Date	**Meeting/Action**
9 months prior to renewal	• Provide early budgetary projections for renewal premium costs
6 months prior to renewal	• Gehring Group review of current employee benefits program including claims experience (if available) • Conduct Local Entity Survey (if deemed necessary) • Meet with employee benefits committee or Staff as needed • Gehring Group to request coverage renewals
5 months prior to renewal	• Renewals Due at Gehring Group (if available) • Review Quarterly claims experience & meet with Staff • Review Renewal proposals compared to local trends and benchmarks to determine if coverages need to be bid • Release RFP to market (if deemed necessary)
4 months prior to renewal	• Gehring Group receives proposal responses from Purchasing • Gehring Group review and analysis of proposals • Draft of initial review presented to Staff • Interview finalists (if deemed necessary) • Best and Final offers due • Gehring Group recommendation / Gehring Group available to make presentations to committees and/or Staff • Staff makes selection

Proposed Schedule of Activities (assumes October 1st Renewal Date)	
Date	**Meeting/Action**
3 months prior to renewal	• Preparation of OE Materials including Employee Benefit Highlights booklet and communication posters, payroll stuffers, etc. • Discuss and finalize employer contribution strategies • Updates made to **Employee Nav/Bentek®** for plan, carrier and payroll deductions • Plan Implementation
End of July	• Open Enrollment Communication Meetings • Completion of implementation paperwork with carriers • **Employee Nav/Bentek®** test file transmissions to any new carriers/vendors • Implementation meetings with all applicable carriers in the event of a carrier change
August	• Open Enrollment via **Employee Nav/Bentek®** • Benefits Fair (if applicable) • Finalize all details regarding new plan year
October 1st	• Plan Year Begins • Assist employees with any continuation of coverage issues • Open enrollment recap and discussion with Staff
October - December	• Conduct New Hire Orientations as necessary • Additional meetings with Staff and/or employees as needed
December	• Review Quarterly claims experience (if available) & meet with Staff • Additional meetings with Staff and/or employees as needed
January - March	• Conduct New Hire Orientations as necessary • Additional meetings with Staff and/or employees as needed
April 1st (6 months prior to renewal)	• Meet to review plan performance to determine bid process is necessary • All additional consulting services as deemed necessary

**Gehring Group attendance at all insurance committee meetings as scheduled.*
***Please note that all dates outlined above are tentative and subject to change based on City personnel schedules, claims report availability, and insurance carrier cooperation.*

As part of our continuous service, Gehring Group staff also conducts detailed reviews, analysis, and projection sessions with decision makers at key points throughout the year. We consistently track the available claims utilization data of your program throughout the plan year in order to more effectively prepare for the renewal process and develop strategies for ensuring that your group gets the most value for its health care dollar.

Communications with Employees

Our team will work with the City of Fernandina Beach to prepare and distribute annual member benefit packages. For our other clients with multi-site locations, we distribute packets by location to ensure that each location receives the appropriate number of copies.

In addition, Gehring Group provides a robust suite of options to our clients regarding benefits communication. From face-to-face interaction at employee meetings to paper communication pieces to educational videos, we realize that employee communication is key to getting the most out of your employee benefits program. These options include:

✓ Employee Benefits Guide



Gehring Group employs an in-house Graphics Department which enables us to assist our clients with employee communications materials. One of the tools necessary in the communication process is the annual employee benefits guide. At the beginning of each new plan year, we compile all the information regarding your insurance coverages and summarize it in a custom employee friendly benefit booklet. This booklet has proven to be a valuable resource and has allowed members to clearly understand plan options, related costs to make decisions in their best interest each year. This service is offered at no additional cost. We will provide you with enough copies for open enrollment and as needed for new-hire orientations throughout the plan year, as well as an electronic version for posting on your intranet or applicable location. **(Exhibit A) Click or scan the QR code to the right to review a sample benefits guide.**

✓ Professional Employee Communications

In addition to the provision of the employee benefits guide, we can also draft and produce employee communication pieces such as, department posters, mass employee mailings, Wellness Program brochures, etc. This allows the City to better communicate its employee benefit offerings and keep their employees well educated regarding their employee benefit options and responsibilities. Gehring Group produces all brochures and other work product in-house at no additional charge which increases our level of efficiency. **(Exhibit B)**

✓ Employee Educational/Wellness Campaigns

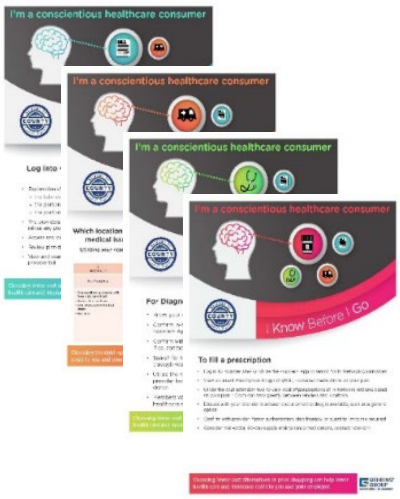
We also have pre-designed wellness campaigns and challenges that are easy to implement, relevant and timely. Some of the campaigns recently implemented by clients include a focus on being a conscientious consumer and include:

- Using your Flexible Spending Account – *"You're going to need those (glasses, prescriptions, braces, … anyway."*
- Let's Get Appy – *"Utilize your carrier App by downloading the carrier app for convenience and cost savings."*
- Preventive Healthcare Services – *"I understand the importance of using Preventive Healthcare Services."*

- Know Before You Go – *"What is considered emergency care versus non-emergency; where to go for diagnostic testing; the best place to fill a prescription."*
- Wellness in a Box – *Pre-designed wellness campaigns complete with education and challenges to increase engagement.*

Our team can aid the City in developing a communication and determining a targeted message. The following are samples of some of the campaigns listed above.





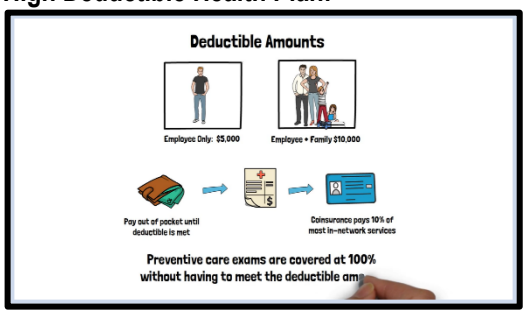
✓ **Video Communication**

Gehring Group has also developed custom whiteboard education/communication videos which provide employees with a concise video utilized to educate them on various benefit options or additional services such as EAP and health center promotion (if applicable) with additional topics coming soon. These videos can be hosted on the City's intranet or other applicable location. **Click or scan the QR code to the right to review one of our educational videos** regarding High Deductible Health Plans. These videos can be scripted and edited based on the City's plan benefits.

Employee Assistance Plan:



High Deductible Health Plan:

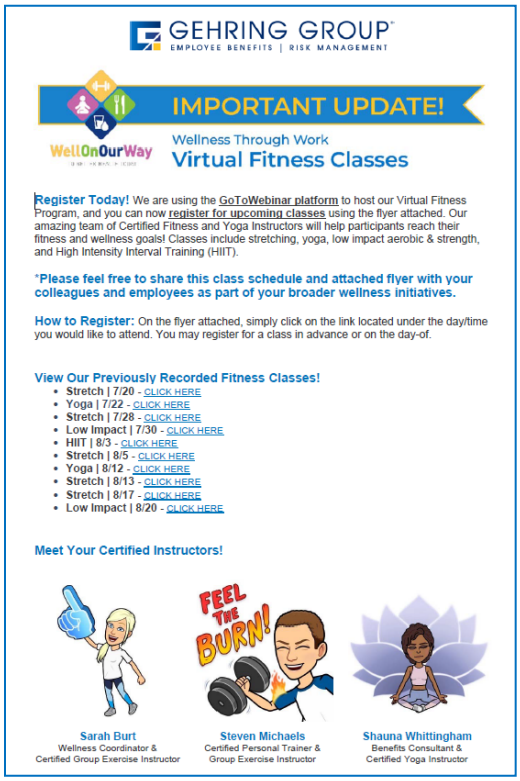


6. Other Services (Optional) – Provide a brief summary of other services available from your firm that may be appropriate to the City of Fernandina Beach consideration.

In addition to the comprehensive services outline herein, we would like to take this opportunity to outline additional services available. These include:

- **Wellness & Nutrition Offerings**

In addition to implementing and maintaining multifaceted and award-winning wellness programs, Gehring Group also provides additional capabilities to support and enhance wellness program initiatives. What sets Gehring Group apart is that our wellness coordinators are also certified fitness, mental health awareness and yoga instructors. Our team can provide both in-person and virtual yoga and stretch classes as well as low and high impact fitness training on a group basis. Sessions can be recorded for future access and utilized in conjunction with other initiatives included in your wellness program. We also have subcontracted resources to provide nutrition education sessions and health cooking classes. Recently, Gehring Group hosted a webinar for all clients on the topic of *Maintaining Health Eating Habits Throughout the Holiday Season* presented by a Registered Dietitian & Nutritionist.





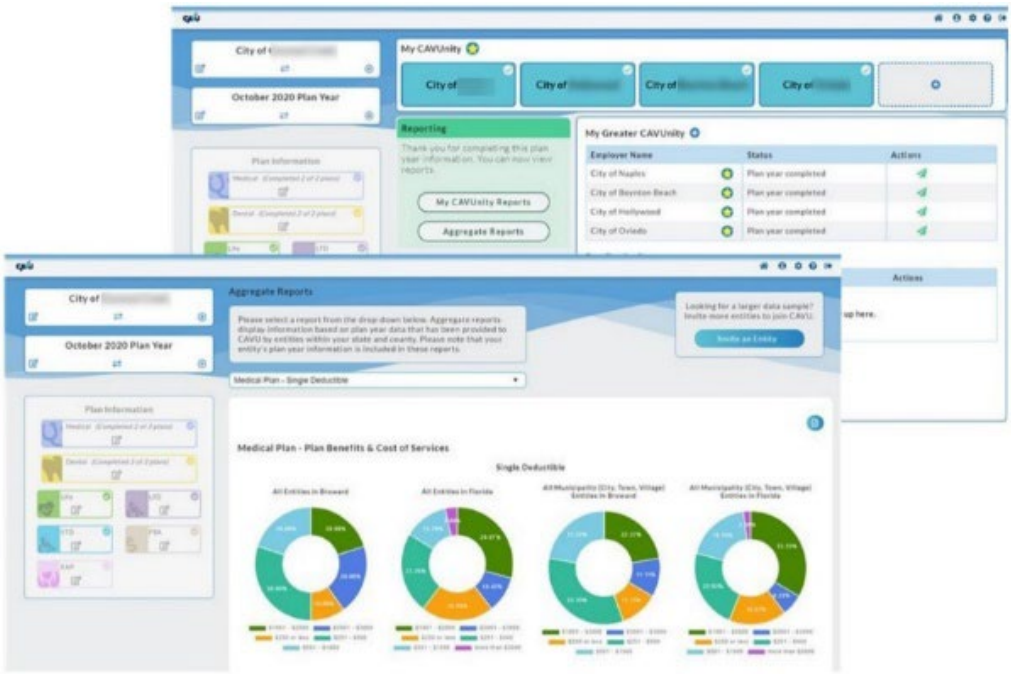
In addition to fitness and nutrition resources, Gehring Group has also established wellness education campaigns such as *Stress Less, Heart Health, and Know Your Numbers* and wellness challenges including *Step it Up, Wellness BINGO, 21 Day Habit Change* to assist employers in keeping employees engaged and motivated.

With everchanging scheduling needs associated with such current events as COVID-19, our wellness coordinators successfully collaborated with our clients to continue to reach employees that may not be

working during regularly scheduled times of the day or onsite, providing physical activity, mental health, and wellness events. This was accomplished through a variety of media such as online training and virtual competitions ensuring continuation without disruption of employer initiatives and member wellness programs.

- **CAVU BENEFITS BENCHMARKING**

In addition, Gehring Group has developed a new public sector benchmarking tool. CAVU® is an online employee benefits benchmarking software specifically for public sector employers and went live and online in 2020. With this tool, public sector employers have the ability to complete a survey to enter their plan benefits and costs, compare their cost and benefits to other participating employers, and even invite other entities to participate. CAVU can provide valuable information on costs and benefit trends to aid public sector employers in making important decisions regarding plan options, schedules of benefits and employer/employee contributions.



- **Onsite/Near-site Employee Health Center (Clinic) Consulting**

Gehring Group also assists our clients in the decision of whether to open an employee health center. If requested, Gehring Group will conduct a feasibility analysis to determine if our clients can take advantage of the potential cost saving benefits of opening an on-site or near-site clinic/health center. By shifting costs from the medical plan to the clinics, many employers have been better able to manage specific areas of claims costs, while providing additional access to medical care to their employees. With over 20 clients currently operating an employee health center, Gehring Group's experience in these efforts is unparalleled. We spearhead the process from conducting the bid process, determining which clinic provider and clinic model would best meet the needs of our clients and overseeing the implementation process once a decision has been made. Based on our analysis, we would determine whether the onsite clinic concept would be in the best interest of the specific employer.

When an employee health center is in place, your Gehring Group team can provide support and assistance with any challenges that may arise, review existing interlocal agreements that may be in place, review utilization of both the health plan and the clinic annually to identify trends and make recommendations of possible modifications to services provided at the clinic to enhance both the member experience and Return on Investment to the Client.

7. **Broker/Consultant Compensation – Identify your firm's preference on the means of compensation for services. Provide a detailed analysis of the fee build-up, including allocated time and rates for the service providers. Identify any proposed services that may be outside an agreed-upon fee and an estimate for**

Gehring Group is open to compensation via commissions or flat fee arrangement. Per direction above, the following includes Gehring Group's flat fee proposal.

With our focus on working collaboratively throughout the year with our clients and their members, and not wanting our clients to hesitate to use us as a resource when needed, we are proposing a comprehensive level of employee benefits consulting services under an annual flat fee arrangement with no commission built into City premiums as requested on page 7 (Tab 7: Compensation/Cost of Services) of RFP #23-03. Gehring Group proposes an annual flat fee of $99,000 for the first three (3) years of the upcoming contract term with the following escalators for the subsequent two years as applicable based on the enrollments system selected. Gehring Group's cost proposal for the full five-year term is as follows:

Employee Benefits Consulting Services	Annual Fee with Employee Navigator	Annual Fee with Bentek
Year 1	$99,000	$126,000
Year 2	$99,000	$126,000
Year 3	$99,000	$126,000
Year 4	$101,000	$128,000
Year 5	$101,000	$128,000

As one of the top producing brokers/consultants for Public Sector entities throughout the state, our philosophy has always been to offer complete revenue disclosure upon request which we will continue to practice with the City. There are no additional charges to the City as this arrangement includes:

- All travel costs associated with servicing the City
- ACA advisory and planning services
- Onsite attendance at annual Open Enrollment meetings as needed
- Development, production, and printing of annual employee benefit booklet and other employee communications (Samples included in Exhibit A and B)
- Actuarial services (112.08, rate and reserve setting, and IBNR calculation) if self-insured
- Access to Gehring Group Workshops and Educational Webinars
- Access to Mineral online H.R. research tool

Gehring Group is open to discussion regarding alternative service and compensation options under consideration by the City such as matching the current commission structure.

Tab 6: Location in Proximity to Fernandina Beach

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

Gehring Group, a Risk Strategies Company, is located in Palm Beach Gardens, Florida and provides employee benefits services to large group public sector clients throughout the state. To service our client's employees, our team members are available by phone, email, virtual call (Zoom, Teams, etc.) and in person. To accomplish in person availability, we have been successful in meeting the needs of employees by establishing a monthly or some other appropriate schedule for a team member to be onsite at the client to meet with employees regarding questions relating to enrollment, benefits, claims and/or billing. Gehring Group services over 130 public sector clients from the panhandle to the City of Key West and has every confidence in our ability to offer a high level of service to the City of Fernandina Beach. Our service model and the technology tools we provide enable our team members to remain in touch with our clients on a regular basis.

An important offering to consider within our proposal that would result in reducing the number of employee questions and increasing enrollment efficiencies overall is the implementation of the Bentek Online Enrollment and Administration System. Further details regarding the features and advantages of Bentek are included in Tab 2 and Exhibit G.

Tab 7: Compensation / Cost of Service

Submittals shall include an annual service fee as part of their response to this RFP. The successful firm shall be compensated on an annual fee basis. Fees will be payable quarterly at the end of each quarter. 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.

Gehring Group is open to compensation via commissions or flat fee arrangement. Per direction above, the following includes Gehring Group's flat fee proposal.

With our focus on working collaboratively throughout the year with our clients and their members, and not wanting our clients to hesitate to use us as a resource when needed, we are proposing a comprehensive level of employee benefits consulting services under an annual flat fee arrangement with no commission built into City premiums as requested on page 7 (Tab 7: Compensation/Cost of Services) of RFP #23-03. Gehring Group proposes an annual flat fee of $99,000 for the first three years of the upcoming contract term with the following escalators for the subsequent two years as applicable based on the enrollments system selected. Gehring Group's cost proposal for the full five-year term is as follows:

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- Actuarial services (112.08, rate and reserve setting, and IBNR calculation) if self-insured
- Access to Gehring Group Workshops and Educational Webinars
- Access to Mineral online H.R. research tool

Gehring Group is open to discussion regarding alternative service and compensation options under consideration by the City such as matching the current commission structure.

Tab 8: Exhibits

Exhibit A .....Sample Employee Benefit Guide
Exhibit B .....Sample Employee Communications
Exhibit C .....Sample Analytical Reports & Work Product
Exhibit D .....Sample Client Seminar/Webinar
Exhibit E.....Sample Employee Benefit Newsletters
Exhibit F..... Letters of Reference
Exhibit G ..... Bentek® Online Administration & Enrollment System

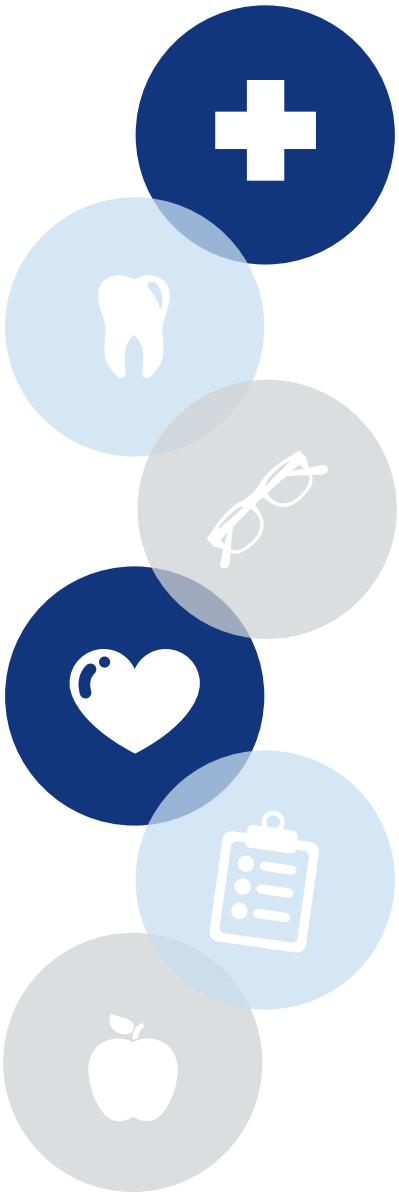
Exhibit A
Sample Employee Benefit Guide



Employee Benefit Highlights

2022-2023

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This booklet is merely a summary of employee benefits. For a full description, refer to the plan document. Where conflict exists between this summary and the plan document, the plan document controls. The City reserves the right to amend, modify or terminate the plan at any time. This booklet should not be construed as a guarantee of employment.

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Contact Information

	Human Resources	Stephanie Abadie Benefits Analyst	Phone: (407) 971-5524 Email: sabadie@cityofoviedo.net
	Online Benefit Enrollment	Bentek Support	(888) 5-Bentek (523-6835) www.mybentek.com/oviedo
	Medical Insurance	Florida Blue	Customer Service: (800) 352-2583 www.floridablue.com
	Prescription Drug Coverage	Prime Therapeutics through Florida Blue	Customer Service: (800) 352-2583 www.floridablue.com
		ElectRx	Customer Service: (844) 353-2879 Email: inquiries@myelectrx.com
	Mail-Order Program	Amazon Pharmacy through Florida Blue	Customer Service: (800) 352-2583 www.floridablue.com
	Health Reimbursement Account	P&A Group	Customer Service: (800) 688-2611 www.padmin.com
	Dental Insurance	MetLife	Customer Service: (800) 942-0854 www.metlife.com
	Employee Health Center	Premise Health	Customer Service: (407) 233-0976 www.mypremisehealth.com
	Vision Insurance	Humana	Customer Service: (877) 398-2980 www.humana.com
	Flexible Spending Account	P&A Group	Customer Service: (800) 688-2611 www.padmin.com
	Basic Life and AD&D Insurance and Voluntary Life Insurance	New York Life Group Benefit Solutions	Customer Service: (800) 362-4462 www.mynylgbs.com
	Short Term Disability Insurance	New York Life Group Benefit Solutions	Customer Service: (800) 362-4462 www.mynylgbs.com
	Long Term Disability Insurance	New York Life Group Benefit Solutions	Customer Service: (800) 362-4462 www.mynylgbs.com
	Employee Assistance Program	Aetna Resources for Living	Customer Service: (800) 272-7252 www.resourcesforliving.com
	Legal Insurance	LegalShield	Customer Service: (800) 654-7757 Agent: Mr. Steve Baker Office: (321) 613-0037 | Cell: (310) 663-4735 Email: sb@legalshieldassociate.com
	Supplemental Insurance	Colonial	Customer Service: (800) 325-4368 Agent: Ms. Chris Norwood Office: (407) 748-5900 | Cell: (407) 808-8374 Email: chris.norwood@coloniallifesales.com www.coloniallife.com
	Retirement Plan	Mission Square Retirement, formerly ICMA-RC	Customer Service: (866) 630-3042 Agent: Lorraine Rodriguez | Cell: (202) 957-6244 Email: lrodriguez@icmarc.org | www.icmarc.org

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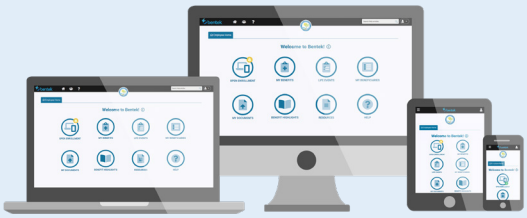
Introduction

The City of Oviedo provides group insurance benefits to eligible employees. The Employee Benefit Highlights Booklet provides a general summary of the benefit options as a convenient reference. Please refer to the City's Personnel Policies and/or Certificates of Coverage for detailed descriptions of all available employee benefit programs and stipulations therein. If an employee requires further explanation or needs assistance regarding claims processing, please refer to the customer service phone numbers under each benefit description heading or contact Human Resources for further information.

Online Benefit Enrollment

The City provides employees with an online benefits enrollment platform through Bentek's Employee Benefits Center (EBC). The EBC provides benefit-eligible employees the ability to select or change insurance benefits online during the annual Open Enrollment Period, New Hire Orientation, or for Qualifying Life Events.

Accessible 24 hours a day, throughout the year, employees may log in and review comprehensive information regarding benefit plans, and view and print an outline of benefit elections for themselves and dependent(s). Employees also have access to important forms and carrier links, can report qualifying life events and review and make changes to life insurance beneficiary designations.



To Access the Employee Benefits Center:

- ✓ Log on to **www.mybentek.com/oviedo**

  Please Note: *Link must be addressed exactly as written. Due to security reasons, the website cannot be accessed by Google or other search engines.*
- ✓ Sign in using a previously created username and password or click "Create an Account" to set up a username and password.
- ✓ If employee has forgotten username and/or password, click on the link "Forgot Username/Password" and follow the instructions.
- ✓ Once logged on, navigate using the Launchpad to review current enrollment, learn about benefit options, and make any benefit changes or update beneficiary designations.

For technical issues directly related to using the EBC, please call (888) 5-Bentek (523-6835) or email Bentek Support at support@mybentek.com, Monday through Friday during regular business hours 8:30am - 5:00pm.

To access Bentek using a mobile device, scan code.

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Group Insurance Eligibility



The City of Oviedo's group insurance plan year is October 1 through September 30.

Employee Eligibility

Employees are eligible to participate in the City's insurance plans if they are in a full/part time budgeted position, working 30 hours or more per week. Employees, working a minimum schedule of 25 hours or more per week, are eligible to purchase voluntary benefit products only. Coverage will be effective the first day of the month following 30 days of employment. For example, if an employee is hired on April 11, effective date of coverage will be June 1.

Separation of Employment

If an employee separates from employment with the City, insurance will continue through the end of month in which separation has occurred. COBRA continuation of coverage may be available as applicable by law. Notification of COBRA rights will be communicated by the City's COBRA Administrator.

Dependent Eligibility

A dependent is defined as the legal spouse and/or dependent child(ren) of the participant or the spouse. The term "child" includes any of the following:

- A natural child
- A legally adopted child
- A stepchild
- A newborn child (up to the age of 18 months) of a covered dependent (Florida)
- A child for whom legal guardianship has been awarded to the participant or the participant's spouse

Dependent Age Requirements

Medical Coverage: A dependent child may be covered through the end of the calendar year in which the child turns age 26.

Dental Coverage: A dependent child may be covered through end of calendar year in which child turns age 26.

Vision Coverage: A dependent child may be covered through end of calendar year in which child turns age 26.

Disabled Dependents

Coverage for an unmarried dependent child may be continued beyond age 26 if:

- The dependent is physically or mentally disabled and incapable of self-sustaining employment (prior to age 26); and
- Primarily dependent upon the employee for support; and
- The dependent is otherwise eligible for coverage under the group medical plan; and
- The dependent has been continuously insured

Proof of disability will be required upon request. Please contact Human Resources if further clarification is required.

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Qualifying Events and Section 125

Section 125 of the Internal Revenue Code

Premiums for medical, dental, vision insurance, contributions to Flexible Spending Accounts (FSA), and/or certain supplemental plan premiums are deducted through a Cafeteria Plan established under Section 125 of the Internal Revenue Code and are pre-taxed to the extent permitted. Under Section 125, changes to an employee's pre-tax benefits can be made ONLY during the Open Enrollment period unless the employee or qualified dependent(s) experience(s) a Qualifying Event and the request to make a change is made within 30 days of the Qualifying Event.

Under certain circumstances, an employee may be allowed to make changes to benefit elections during the plan year, if the event affects the employee, spouse or dependent's coverage eligibility. An "eligible" Qualifying Event is determined by Section 125 of the Internal Revenue Code. Any requested changes must be consistent with and due to the Qualifying Event.

Examples of Qualifying Events:

- Employee gets married or divorced
- Birth of a child
- Employee gains legal custody or adopts a child
- Employee's spouse and/or other dependent(s) die(s)
- Loss or gain of coverage due to employee, employee's spouse and/or dependent's termination or start of employment
- An increase or decrease in employee's work hours causes eligibility or ineligibility
- A covered dependent no longer meets eligibility criteria for coverage
- A child gains or loses coverage with other parent or legal guardian
- Change of coverage under an employer's plan
- Gain or loss of Medicare coverage
- Losing or becoming eligible for coverage under a State Medicaid or CHIP (including Florida Kid Care) program (60 day notification period)

IMPORTANT

If an employee experiences a Qualifying Event, **Human Resources must be contacted within 30 days of the Qualifying Event** to make the appropriate changes to the employee's coverage. The employee may be required to furnish valid documentation supporting a change in status or "Qualifying Event". If approved, changes may be effective the date of the Qualifying Event or the first of the month following the Qualifying Event. Newborns are effective on the date of birth. Qualifying Events will be processed in accordance with employer and carrier eligibility policy. Beyond 30 days, requests will be denied and employee may be responsible, both legally and financially, for any claim and/or expense incurred as a result of the employee or dependent who continues to be enrolled but no longer meets eligibility requirements.

Summary of Benefits and Coverage

A **Summary of Benefits & Coverage (SBC)** for the Medical Plan is provided as a supplement to this booklet being distributed to new hires and existing employees during the Open Enrollment period. The summary is an important item in understanding employee's benefit options. A free paper copy of the SBC document may be requested or is also available as follows:

From:	Human Resources
Address:	400 Alexandria Blvd. Oviedo, FL 32765
Phone:	(407) 971-5524
Email:	sabadie@cityofoviedo.net
Intranet:	City of Oviedo SharePoint Intranet
Website URL:	www.mybentek.com/oviedo

The SBC is only a summary of the plan's coverage. A copy of the plan document, policy, or certificate of coverage should be consulted to determine the governing contractual provisions of the coverage. A copy of the group certificate of coverage can be reviewed and obtained by visiting the City of Oviedo SharePoint Intranet or by logging on Bentek at the following web address: www.mybentek.com/oviedo.

If there are any questions about the plan offerings or coverage options, please contact Human Resources at (407) 971-5524.

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Medical Insurance

The City offers medical insurance through Florida Blue to benefit-eligible employees. The costs per pay period for coverage are listed in the premium tables below and a brief summary of benefits is provided on the following page. For more detailed information about the medical plans, please refer to carrier's Summary of Benefits and Coverage (SBC) document or contact Florida Blue's customer service.

Medical Insurance – BlueChoice PPO HRA Plan
With Tobacco Affidavit

24 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employer Cost with Affidavit	Employee Cost with Affidavit
Employee Only	$610.84	$0.00
Employee + Spouse	$885.13	$231.75
Employee + Child(ren)	$856.47	$207.52
Employee + Family	$1,113.63	$424.98

Please Note: *Employees who complete an affidavit attesting to their tobacco free status, will receive a $50.00 premium credit (towards each tier).*

Medical Insurance – BlueChoice PPO HRA Plan
Without Affidavit

24 Payroll Deductions - Per Pay Period Cost

Tier of Coverage	Employer Cost without Affidavit	Employee Cost without Affidavit
Employee Only	$560.84	$50.00
Employee + Spouse	$835.13	$281.75
Employee + Child(ren)	$806.47	$257.52
Employee + Family	$1,063.63	$474.98

Tobacco Surcharge

Employees will have an opportunity to eliminate the tobacco surcharge by:

- Completing a tobacco cessation program and a negative nicotine test.
- Completing a negative nicotine test two times in 60 days.

For more information on the free Tobacco Cessation courses, offered by the City to employees and dependents, please contact Human Resources.

Florida Blue | Customer Service: (800) 352-2583 | www.floridablue.com

Other Available Plan Resources

Florida Blue offers all enrolled employees and dependents additional services and discounts through value added programs. For more details regarding other available plan resources, please contact Florida Blue's customer service at (800) 352-2583, or visit www.floridablue.com.

Blue365

Blue365 is provided automatically at no additional cost and offers access to discounted products and services at participating providers. Members may log on to www.floridablue.com to learn more about these programs or call (800) 345-3885.

- ✓ Fitness Club Memberships, Exercise Footwear and Apparel
- ✓ Vision Care, Glasses, and Contact Lenses
- ✓ Hearing Care and Aids
- ✓ Alternative Medicine
- ✓ Elder Care Advisory Services
- ✓ Hotel Rooms and Travel Information
- ✓ Weight Loss Management

ElectRx

The City offers group health plan employees, dependents and retirees an alternative pharmacy benefit for select name brand drugs. Prescriptions can be filled through Premise Health or any other physician without a copay. To register and establish an online account, go to https://my.globalrxmanage.com/customers/city-of-oviedo/sign-up.

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Florida Blue - BlueChoice PPO HRA Plan At-A-Glance

Network	BlueChoice	
Plan Year Deductible (PYD)	**In-Network**	**Out-of-Network***
Single	$1,000	$2,000
Family	$2,000	$4,000
Coinsurance		
Member Responsibility	20%	30%
Plan Year Out-of-Pocket Limit		
Single	$3,000	$6,000
Family	$6,000	$12,000
What Applies to the Out-of-Pocket Limit?	Deductible, Coinsurance, Copays and Rx	
Physician Services		
Primary Care Physician *(PCP)* Office Visit	$40 Copay	30% After PYD
Specialist Office Visit	$60 Copay	30% After PYD
Non-Hospital Services; Freestanding Facility		
Clinical Lab *(Bloodwork)***	20% Coinsurance (Deductible Waived)	30% Coinsurance (Deductible Waived)
X-rays	$60 Copay	30% After PYD
Advanced Imaging *(MRI, PET, CT)*	$150 Copay	30% After PYD
Outpatient Surgery in Surgical Center	20% After PYD	30% After PYD
Physician Services at Surgical Center	20% After PYD	30% After PYD
Urgent Care *(Per Visit)*	$60 Copay	$60 Copay After PYD
Hospital Services		
Inpatient Hospital *(Per Admission)*	20% After PYD	$300 PAD + 30% After PYD
Outpatient Hospital *(Per Visit)*	20% After PYD	30% After PYD
Physician Services at Hospital	20% After PYD	20% After In-Network PYD
Emergency Room *(Per Visit)*	$200 Copay	$200 Copay
Mental Health/Alcohol & Substance Abuse		
Inpatient Hospitalization *(Per Admission)*	No Charge	30% Coinsurance (Deductible Waived)
Outpatient Services *(Per Visit)*	No Charge	
Outpatient Office Visit	No Charge	
Prescription Drugs *(Rx)****		
Generic	$15 Copay	50% Coinsurance
Preferred Brand Name	$30 Copay	50% Coinsurance
Non-Preferred Brand Name	$50 Copay	50% Coinsurance
Mail Order Drug *(90-Day Supply)*	2x Retail Copay	Not Covered

Locate a Provider

To search for a participating provider, contact Florida Blue's customer service or visit www.floridablue.com. When completing the necessary search criteria, select **BlueChoice** network.

Plan References

***Out-Of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by out-of-network providers for services rendered, please refer to the plan's Summary of Benefits and Coverage (SBC) document.*

***Quest Diagnostics is the preferred lab for bloodwork through Florida Blue. When using a lab other than Quest, please confirm they are contracted with Florida Blue's BlueChoice network prior to receiving services.*

****Specialty Pharmacy Benefits:** Members are responsible for 20% of the allowed amount for specialty pharmacy benefits. The coinsurance maximum is $100 per month and costs are allocated towards the plan year out-of-pocket limit.*

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Health Reimbursement Account

The City provides employees, who enroll in the City of Oviedo's medical plan, a Health Reimbursement Account (HRA) administered by P&A Group. HRA monies are funded by the City, not taxable, and can be used for any qualified medical expenses used toward in-network or out-of-network deductible (i.e. physician services, and hospital services). The Health Reimbursement monies provide tax-free funds to help cover expenses incurred under the medical plan.

Wellness Incentive Program

1. Health Reimbursement

Eligible employee covered on the City's medical plan will receive funding into an employee HRA account ONLY after completing a personal Annual Health Assessment (AHA) **AND** follow-up visit through the Premise Health Wellness Center between July 1, 2022 and June 30, 2023. If all requirements are met, the City will fund the HRA account as follows:

- Employee Only: Up to $750 if a non-tobacco user affidavit is signed or up to $500 for tobacco users.
- Employee + Family: Up to $1,500 if a non-tobacco user affidavit is signed or up to $1,000 for tobacco users.
- Annual Health Assessment Bonus: Employees will receive a $50 gift card upon completion of a personal Annual Health Assessment.

Please Note: *Unused funds DO NOT rollover year to year.*

2. Wellness Target Bonus

Employees who achieve the Wellness Targets below are eligible to receive Part II of the incentive program.

Wellness Targets:

- BMI 28 or Less or Men < 40"/ Women < 35" Waist
- Blood Pressure 130/90 or Less
- Cholesterol is 200 or Less or Total Cholesterol/HDL Ratio of 4 or Less
- Fasting Blood Glucose Less than 100 or HgA1C < 5.7

Alternatives are available to those who participate in certain health-related activities:

- A City Sponsored Wellness Challenge,
- Complete Two (2) Races, a Minimum of 5K in Length, or
- Complete a "Plan of Care" Through Premise Health Online or with a Premise Health Coach.

A Wellness Day and a second $50.00 gift card will be awarded following the completion of the Program (Parts I and II) on June 30, 2023. The Wellness Day will be available for use in August 2023 and must be utilized by June 30, 2024. The Wellness Day is not eligible for pay out upon separation and cannot be carried over. If the Wellness Day is not used by June 30, 2024, it will be automatically deactivated and removed.

Expenses Eligible for Reimbursement

Employees may request reimbursement of expenses for themselves or covered dependent(s). Eligible expenses must be necessary for the diagnosis, treatment, cure, mitigation or prevention of a specific medical condition. Cosmetic expenses are not eligible for reimbursement. Reimbursement checks will be issued to the employee throughout the year for incurred expenses up to the maximum annual benefit amount. For more information regarding eligible expenses, visit P&A group online at www.padmin.com

Filing a Claim

Employee may submit claim forms to P&A Group and must include a copy of carrier's Explanation of Benefits or receipts for eligible medical services received. Claim forms can be submitted online at P&A's website, via P&A's mobile app or via fax to (877) 855-7105, which is indicated on the claims form.

Claims Mailing Address | 17 Court Street, Suite 500 | Buffalo, NY 14042
Fax: (877) 855-7105

P&A Group | Customer Service: (800) 688-2611 | www.padmin.com

All claims must be filed within 90 days after the plan year, or 30 days from the date employee becomes ineligible to file for expenses incurred while participating during the plan year.

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Employee Health Center

City of Oviedo Employee Health & Wellness Center

Premise Health, manages the City's on-site Health & Wellness Center for benefit-eligible employees and dependent(s) (age 10 and above). Services received at the Health & Wellness Center are completely voluntary and confidential. Medical information will not be shared with the City unless it is documentation related to worker's compensation.

Premise Health provides short wait times to be seen by the doctor, no copays or deductibles, and several other ways to help lower out-of-pocket costs and improve health; including over 150 medications dispensed at no charge.

Employees on the group medical plan who are referred to Center for Diagnostic Imaging (CDI) for imaging, such as an MRI or CAT Scan, will have no co-pay or out -of-pocket expense

Benefit-eligible employees may elect to receive Premise Health & Wellness services, free of charge, without being a group health insurance participant. Proof of other insurance must be provided.

Additional benefits of using the Employee Health & Wellness Center include:

1. **Personal Annual Health Assessment:** Employee may participate in an Annual Health Assessment and receive a personalized health analysis with lab result interpretations and trends.
   - After an employee has an Annual Health Assessment completed at the Health Center, the employee will automatically be assigned to a Health Coach who will be available to answer questions or offer individualized consultation on personal health goals.
     - ✓ Registered Nurse
     - ✓ Registered Dietitian
     - ✓ Tobacco Cessation Coach
     - ✓ Exercise Coach
     - ✓ Behavioral Health Coach
2. **Employee Education:** The latest in scientific-based medicine is provided online.
3. **Reporting & Other Benefits:** Have access to a detailed set of reports and other benefits.

City of Oviedo Health Center Hours of Operation

Monday	8:00 a.m. – 6:00 p.m.
Tuesday	8:00 a.m. – 12:00 p.m.
Wednesday	8:00 a.m. – 6:00 p.m.
Thursday	8:00 a.m. – 12:00 p.m.
Friday	7:00 a.m. – 11:00 a.m.

City of Lake Mary and Sanford Health Center Hours of Operation

Tuesday	Lake Mary	7:00 a.m. – 3:00 p.m.
Wednesday	Sanford	8:00 a.m. – 5:00 p.m.
Thursday	Sanford	8:00 a.m. – 7:00 p.m.
Friday	Lake Mary	8:00 a.m. – 12:00 p.m.

The City shares locations and hours with the City of Lake Mary and the City of Sanford. Employees traveling to another center for non-emergency medical visits should schedule their appointment during non-work hours or will be required to use accrued leave.

Please Note: *After the first incident, a surcharge of $25 will be assessed if an employee or eligible dependent(s):*

- *Does not show for a scheduled appointment*
- *Cancels visit after 8:00 am on the day of scheduled appointment*
- *Arrives more than 10-minutes late for a scheduled appointment*

Additionally; a surcharge of $50 will be assessed for any subsequent incidents throughout the plan year.

City of Oviedo | 310 Alexandria Blvd., Oviedo, FL 32765
City of Lake Mary | 170 Seminole Ave., Lake Mary, FL 32746
City of Sanford | 1403 Medical Plaza Drive, Suite 205, Sanford, FL 32771

Premise Health
Schedule an Appointment: (407) 233-0976
310 Alexandria Blvd., Oviedo, FL 32765 | www.mypremisehealth.com

Please remember to check out the online incentive program through MyPremiseHealth by using the web portal or phone app!

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Dental Insurance

MetLife DHMO Plan

The City offers dental insurance through MetLife to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plan, please refer to carrier's summary plan document or contact MetLife's customer service.

Dental Insurance – MetLife DHMO Plan

24 Pay Period Premium Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$8.63
Employee + One	$15.10
Employee + Family	$23.72

In-Network Benefits

The DHMO dental plan is an in-network only plan that requires all services to be provided by a Primary Dental Provider (PDP). Employee and dependent(s) may select any participating dentist in the MetLife Dental DHMO/Managed Care network to receive covered services. There is no coverage for services received out-of-network.

The DHMO plan's schedule of benefits is set forth by the Patient Charge Schedule (fee schedule) which is highlighted on the following page. Please refer to the summary plan document for a detailed listing of charges and benefits.

Out-of-Network Benefits

The DHMO plan does not cover any services rendered by out-of-network facilities or providers.

Plan Year Deductible

There is no plan year deductible.

Plan Year Benefit Maximum

There is no benefit maximum.

IMPORTANT NOTES

- *Each covered family member may receive up to two (2) routine cleanings per plan year covered under the preventive benefit. Members can also receive two (2) additional cleanings at the charge of a copay.*
- *Prior authorization is not required for specialty referrals for Endodontic, Orthodontic and Pediatric Services.*
- *Waiting periods and age limitations may apply.*
- *Referrals and prior authorizations are required to see specialists (Oral Surgeons, Periodontist, Orthodontist, etc.) within the network.*
- *Some cosmetic services may be covered. Please refer to the carrier's benefit summary or contact customer service for additional information.*
- *Implant benefits are also covered. Please refer to the carrier's benefit summary for additional information.*
- *A fee may be charged to a member for a missed appointment with less than 24 hours notice not to exceed $25.*

The summary on the following page has been provided as a convenient reference. For a full listing of covered services, please see the plan's Schedule of Benefits or contact MetLife's customer service.

MetLife | Customer Service: (800) 942-0854 | www.metlife.com

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MetLife DHMO Plan At-A-Glance

Network	Dental HMO/Managed Care	
Plan Year Deductible (PYD)	**In-Network Only**	
Per Member	Does Not Apply	
Per Family		
Plan Year Maximum		
Class I Services: Diagnostic & Preventive Care*	**Code**	**In-Network**
Routine Oral Exam *(2 Per Year)*	0120/0150	$0
Routine Cleanings *(2 Per Year)*	1110/20	$0
Bitewing X-rays	0272	$0
Complete X-rays *(1 Set Every 3 Years)*	0210	$0
Fluoride Treatments	1208	$0
Sealants *(Per Tooth, to Age 19)*	1351	$0
Emergency Treatment to Relieve Pain *(During Regular Hours)*	9110	$0
Class II Services: Basic Restorative Care*		
Fillings *(Amalgam — 3 Surfaces)*	2160	$0
Fillings *(Composite — 3 Surfaces, Anterior)*	2332	$0
Fillings *(Composite — 3 Surfaces, Posterior)*	2393	$65
Simple Extractions *(Erupted Tooth or Exposed Root)*	7140	$0
Surgical Removal of Tooth *(Erupted/Impacted)*	7210/40	$30/$80
Endodontics *(Root Canal Therapy)***	3330	$200
Periodontal Scaling *(Per Quadrant)*	4341/42	$40/$30
Deep Cleaning	4355	$40
General Anesthesia *(First 30 Minutes)*	9220	$150
Class III Services: Major Restorative Care*		
Crowns *(Porcelain Fused to Metal)***	6750	$185
Bridges *(Porcelain Fused to High Noble Metal)***	6240	$185
Dentures	5110/20	$210
Class IV Services: Orthodontia (Lifetime Maximums)*		
Benefit — Child/Adult	8080/90	$1,695
Retention	8680	$250

Locate a Provider

To search for a participating provider, contact MetLife's customer service or visit www.metlife.com. When completing the necessary search criteria, select **Dental HMO/Managed Care** - plan MET185A.

Plan References

**Office visits are subject to a $5 copay regardless of what service is rendered per visit.*

***Excluding final restoration*

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Dental Insurance

MetLife Dental PPO Low Plan

The City offers two (2) dental PPO options through MetLife to benefit-eligible employees. The costs per pay period for coverage for the MetLife Dental PPO Low Plan are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plans, please refer to the carrier's summary plan document or contact MetLife's customer service.

Dental Insurance – MetLife PPO Low Plan

24 Pay Period Premium Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$15.44
Employee + One	$34.13
Employee + Family	$56.41

In-Network Benefits

The Dental PPO Low Plan provides benefits for services received from in-network and out-of-network providers. It is also an open-access plan which allows for services to be received from any dental provider without having to select a Primary Dental Provider (PDP) or obtain a referral to a specialist. The network of participating dental providers the plan utilizes is the MetLife PDP network. These participating dental providers have contractually agreed to accept MetLife's contracted fee or "allowed amount". This fee is the maximum amount a MetLife dental provider can charge a member for a service. The member is responsible for a Plan Year Deductible (PYD) and then coinsurance based on the plan's charge limitations.

Out-of-Network Benefits

Out-of-network benefits are used when a member receives services by a non-participating MetLife PDP network provider. MetLife reimburses out-of-network services based on what it determines as the Maximum Reimbursable Charge (MRC). The MRC is defined as the most common charge for a particular dental procedure performed in a specific geographic area. If services are received from an out-of-network dentist, the member may be responsible for balance billing. Balance billing is the difference between the MetLife's MRC and the amount charged by the out-of-network dental provider. Balance billing is in addition to any applicable plan deductible or coinsurance responsibility.

Plan Year Deductible

The Dental PPO Low plan requires a $50 individual or a $150 family deductible to be met for in-network or out-of-network services before most benefits will begin. The deductible is waived for preventive services.

Plan Year Benefit Maximum

The maximum benefit (coinsurance) the Dental PPO Low plan will pay for each covered member is $1,250 for in-network and out-of-network services. All services, including preventive services, accumulate towards the benefit maximum. Once the plan's benefit maximum is met, the member will be responsible for future charges until next plan year.

MetLife | Customer Service: (800) 942-0854 | www.metlife.com

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MetLife Dental PPO Low Plan At-A-Glance

Network	PDP Network	
Plan Year Deductible (PYD)	**In-Network**	**Out-of-Network**
Per Member	$50	$50
Per Family	$150	$150
Waived for Class I Services?	Yes	Yes
Plan Year Benefit Maximum		
Per Member *(Includes Class I Services)*	$1,250	$1,250
Class I Services: Diagnostic & Preventive Care		
Routine Oral Exam *(2 Per Plan Year)*	Plan Pays: 100% Deductible Waived	Plan Pays: 100% Deductible Waived *(Subject to Balance Billing)*
Routine Cleanings *(2 Per Plan Year)*		
Bitewing X-rays *(1 Set Per Plan Year)*		
Complete X-rays *(1 Every 5 Years)*		
Class II Services: Basic Restorative Care		
Fillings *(Amalgam or Composite)*	Plan Pays: 80% After PYD	Plan Pays: 80% After PYD *(Subject to Balance Billing)*
Simple Extractions		
Oral Surgery		
Endodontics *(Root Canal Therapy)*		
Periodontal Services		
Deep Cleanings		
Anesthetics *(Limitations May Apply)*		
Class III Services: Major Restorative Care		
Crowns	Plan Pays: 50% After PYD	Plan Pays: 50% After PYD *(Subject to Balance Billing)*
Bridges		
Dentures		
Implants *(1 Per Tooth Every 10 Years)*		
Class IV Services: Orthodontia		
Lifetime Maximum	$1,000	
Benefit *(Dependent Children Up To Age 19)*	Plan Pays: 50%	Plan Pays: 50% *(Subject to Balance Billing)*

Locate a Provider

To search for a participating provider, contact MetLife's customer service or visit www.metlife.com. When completing the necessary search criteria, select **PDP** network.

Plan References

***Out-Of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by an out-of-network provider, please refer to the Out-of-Network Benefits section on the previous page.*

Important Notes

- *Each covered family member may receive up to two (2) routine cleanings per plan year covered under the preventive care benefit.*
- *For any dental work expected to cost $300 or more, the plan will provide a "Pre-Determination of Benefits" upon the request of the dental provider. This will assist with determining approximate out-of-pocket costs should employee have the dental work performed.*
- *Waiting periods and age limits may apply.*
- *Benefit frequency limitations may apply to certain services.*
- *Members are responsible for determining if their provider participates in the PDP network.*

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Dental Insurance

MetLife Dental PPO High Plan

The City offers two (2) dental PPO options through MetLife to benefit-eligible employees. The costs per pay period for coverage for the MetLife Dental PPO High Plan are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the dental plans, please refer to the carrier's summary plan document or contact MetLife's customer service.

Dental Insurance – MetLife PPO High Plan

24 Pay Period Premium Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$18.25
Employee + One	$40.47
Employee + Family	$65.61

In-Network Benefits

The Dental PPO High Plan provides benefits for services received from in-network and out-of-network providers. It is also an open-access plan which allows for services to be received from any dental provider without having to select a Primary Dental Provider (PDP) or obtain a referral to a specialist. The network of participating dental providers the plan utilizes is the MetLife PDP network. These participating dental providers have contractually agreed to accept MetLife's contracted fee or "allowed amount". This fee is the maximum amount a MetLife dental provider can charge a member for a service. The member is responsible for a Plan Year Deductible (PYD) and then coinsurance based on the plan's charge limitations.

Out-of-Network Benefits

Out-of-network benefits are used when a member receives services by a non-participating MetLife PDP network provider. MetLife reimburses out-of-network services based on what it determines as the Maximum Reimbursable Charge (MRC). The MRC is defined as the most common charge for a particular dental procedure performed in a specific geographic area. If services are received from an out-of-network dentist, the member may be responsible for balance billing. Balance billing is the difference between the MetLife's MRC and the amount charged by the out-of-network dental provider. Balance billing is in addition to any applicable plan deductible or coinsurance responsibility.

Plan Year Deductible

The Dental PPO High plan requires a $50 individual or a $150 family deductible to be met for in-network or out-of-network services before most benefits will begin. The deductible is waived for preventive services.

Plan Year Benefit Maximum

The maximum benefit (coinsurance) the Dental PPO High plan will pay for each covered member is $2,750 for in-network and out-of-network services. All services, including preventive services, accumulate towards the benefit maximum. Once the plan's benefit maximum is met, the member will be responsible for future charges until next plan year.

MetLife | Customer Service: (800) 942-0854 | www.metlife.com

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MetLife Dental PPO High Plan At-A-Glance

Network	PDP Network	
Plan Year Deductible (PYD)	**In-Network**	**Out-of-Network**
Per Member	$50	$50
Per Family	$150	$150
Waived for Class I Services?	Yes	Yes
Plan Year Benefit Maximum		
Per Member *(Includes Class I Services)*	$2,750	$2,750
Class I Services: Diagnostic & Preventive Care		
Routine Oral Exam *(2 Per Plan Year)*	Plan Pays: 100% Deductible Waived	Plan Pays: 100% Deductible Waived *(Subject to Balance Billing)*
Routine Cleanings *(2 Per Plan Year)*		
Bitewing X-rays *(1 Set Per Plan Year)*		
Complete X-rays *(1 Every 5 Years)*		
Class II Services: Basic Restorative Care		
Fillings *(Amalgam or Composite)*	Plan Pays: 90% After PYD	Plan Pays: 80% After PYD *(Subject to Balance Billing)*
Simple Extractions		
Oral Surgery		
Endodontics *(Root Canal Therapy)*		
Periodontal Services		
Deep Cleanings		
Anesthetics *(Limitations May Apply)*		
Class III Services: Major Restorative Care		
Crowns	Plan Pays: 60% After PYD	Plan Pays: 50% After PYD *(Subject to Balance Billing)*
Bridges		
Dentures		
Implants *(1 Per Tooth Every 10 Years)*		
Class IV Services: Orthodontia		
Lifetime Maximum	$1,000	
Benefit *(Dependent Children Up To Age 19)*	Plan Pays: 50%	Plan Pays: 50% *(Subject to Balance Billing)*

Locate a Provider

To search for a participating provider, contact MetLife's customer service or visit www.metlife.com. When completing the necessary search criteria, select **PDP** network.

Plan References

***Out-Of-Network Balance Billing:** For information regarding out-of-network balance billing that may be charged by an out-of-network provider, please refer to the Out-of-Network Benefits section on the previous page.*

Important Notes

- *Each covered family member may receive up to two (2) routine cleanings per plan year covered under the preventive care benefit.*
- *For any dental work expected to cost $300 or more, the plan will provide a "Pre-Determination of Benefits" upon the request of the dental provider. This will assist with determining approximate out-of-pocket costs should employee have the dental work performed.*
- *Waiting periods and age limits may apply.*
- *Benefit frequency limitations may apply to certain services.*
- *Members are responsible for determining if their provider participates in the PDP network.*

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Vision Insurance

Humana Vision 130 Plan

The City offers vision insurance through Humana to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the vision plan, please refer to the carrier's benefit summary or contact Humana's customer service.

Vision Insurance – Humana Vision 130 Plan

24 Pay Period Premium Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$2.59
Employee + Spouse	$4.94
Employee + Child(ren)	$5.19
Employee + Family	$7.62

In-Network Benefits

The vision plan offers the employee and their covered dependent(s) coverage for routine eye care, including eye exams, eyeglasses (lenses and frames) or contact lenses. To schedule an appointment, the employee and covered dependent(s) may select any network provider who participates in the Humana Insight network. At the time of service, routine vision examinations and basic optical needs will be covered as shown on the plan's schedule of benefits. Cosmetic services and upgrades are additional costs if elected at the time of the appointment.

Out-of-Network Benefits

Employees and covered dependent(s) may also choose to receive services from vision providers who do not participate in the Humana Insight network. When going out of network, the provider will require payment at the time of appointment. Humana will then reimburse based on the plan's out-of-network reimbursement schedule upon receipt of proof of services rendered.

Plan Year Deductible

There is no plan year deductible.

Plan Year Out-of-Pocket Maximum

There is no out-of-pocket maximum. However, there are benefit reimbursement maximums for certain services.

Humana | Customer Service: (877) 398-2980 | www.humana.com

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Humana Vision 130 Plan At-A-Glance

Network		Humana Insight	
Services		**In-Network**	**Out-of-Network**
Eye Exam		$10 Copay	Up to $30 Reimbursement
Contact Lens Fit & Follow-Up	Standard Lens	Up to $55 Allowance	Not Covered
	Premium Lens	10% Off Retail Price	Not Covered
Frequency of Services Per Plan Year			
Examination		12 Months	
Lenses		12 Months	
Frames		24 Months	
Contact Lenses		12 Months	
Lenses			
Single		$15 Copay	Up to $25 Reimbursement
Bifocal		$15 Copay	Up to $40 Reimbursement
Trifocal		$15 Copay	Up to $60 Reimbursement
Frames			
Allowance		$130 Retail Allowance; Then 20% Off Balance Over $130	Up to $65 Reimbursement
Contact Lenses*			
Non-Elective *(Medically Necessary; Prior Auth. Required)*		No Charge	Up to $200 Reimbursement
Elective *(Lenses)*	**Conventional**	$130 Allowance; Then 15% Off Balance Over $130	Up to $104 Reimbursement
	Disposable	$130 Allowance	Up to $104 Reimbursement

Locate a Provider

To search for a participating provider, contact Humana's customer service visit to www.humana.com. When completing the necessary search criteria, select **Humana Insight** network.

Plan References

**Contact lenses are in lieu of spectacle lenses.*

Important Notes

Member options, such as LASIK, UV coating, progressive lenses, etc. are not covered in full, but may be available at a discount.

This benefits summary has been provided as a convenient reference. For details regarding all the plan's coverages, exclusions, and stipulations, contact customer service (877) 398-2980.

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Vision Insurance

Humana Vision 150 Plan

The City offers vision insurance through Humana to benefit-eligible employees. The costs per pay period for coverage are listed in the premium table below and a brief summary of benefits is provided on the following page. For more detailed information about the vision plan, please refer to the carrier's benefit summary or contact Humana's customer service.

Vision Insurance – Humana Vision 150 Plan

24 Pay Period Premium Deductions - Per Pay Period Cost

Tier of Coverage	Employee Cost
Employee Only	$3.64
Employee + Spouse	$6.91
Employee + Child(ren)	$7.27
Employee + Family	$10.67

In-Network Benefits

The vision plan offers the employee and their covered dependent(s) coverage for routine eye care, including eye exams, eyeglasses (lenses and frames) or contact lenses. To schedule an appointment, the employee and covered dependent(s) may select any network provider who participates in the Humana Insight network. At the time of service, routine vision examinations and basic optical needs will be covered as shown on the plan's schedule of benefits. Cosmetic services and upgrades are additional costs if elected at the time of the appointment.

Out-of-Network Benefits

Employee and covered dependent(s) may also choose to receive services from vision providers who do not participate in the Humana Insight network. When going out of network, the provider will require payment at the time of appointment. Humana will then reimburse based on the plan's out-of-network reimbursement schedule upon receipt of proof of services rendered.

Plan Year Deductible

There is no plan year deductible.

Plan Year Out-of-Pocket Maximum

There is no out-of-pocket maximum. However, there are benefit reimbursement maximums for certain services.

Humana | Customer Service: (877) 398-2980 | www.humana.com

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Humana Vision 150 Plan At-A-Glance

Network		Humana Insight	
Services		**In-Network**	**Out-of-Network**
Eye Exam		$10 Copay	Up to $30 Reimbursement
Contact Lens Fit & Follow-Up	Standard Lens	Up to $55 Allowance	Not Covered
	Premium Lens	10% Off Retail Price	Not Covered
Frequency of Services Per Plan Year			
Examination		12 Months	
Lenses		12 Months	
Frames		12 Months	
Contact Lenses		12 Months	
Lenses			
Single		$10 Copay	Up to $25 Reimbursement
Bifocal		$10 Copay	Up to $40 Reimbursement
Trifocal		$10 Copay	Up to $60 Reimbursement
Frames			
Allowance		$150 Retail Allowance; Then 20% Off Balance Over $150	Up to $65 Reimbursement
Contact Lenses*			
Non-Elective *(Medically Necessary; Prior Auth. Required)*		No Charge	Up to $200 Reimbursement
Elective *(Lenses)*	**Conventional**	$150 Allowance; Then 15% Off Balance Over $150	Up to $104 Reimbursement
	Disposable	$150 Allowance	Up to $104 Reimbursement

Locate a Provider

To search for a participating provider, contact Humana's customer service visit to www.humana.com. When completing the necessary search criteria, select **Humana Insight** network.

Plan References

**Contact lenses are in lieu of spectacle lenses.*

Important Notes

Member options, such as LASIK, UV coating, progressive lenses, etc. are not covered in full, but may be available at a discount.

This benefits summary has been provided as a convenient reference. For details regarding all the plan's coverages, exclusions, and stipulations, contact customer service (877) 398-2980.

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Flexible Spending Accounts

The City offers Flexible Spending Accounts (FSA) administered through P&A Group. The FSA plan year is from October 1 through September 30.

If employee or family member(s) has predictable health care or work-related day care expenses, then employee may benefit from participating in an FSA. An FSA allows an employee to set aside money from the employee's paycheck for reimbursement of health care and day care expenses they regularly pay. The amount set aside is not taxed and is automatically deducted from the employee's paycheck and deposited into the FSA. During the year, the employee has access to this account for reimbursement of some expenses that are not covered by insurance. Participation in an FSA allows for substantial tax savings and an increase in spending power. Participating employee must re-elect the dollar amount to be deducted each plan year. There are two (2) types of FSAs:

Health Care FSA

This account allows participant to set aside up to an annual maximum of $2,850. This money will not be taxable income to the participant and can be used to offset the cost of a wide variety of eligible medical expenses that generate out-of-pocket costs. Participating employee can also receive reimbursement for expenses related to dental and vision care (that are not classified as cosmetic).

Examples of common expenses that qualify for reimbursement are listed below.

Please Note: The entire Health Care FSA election is available for use on the first day coverage is effective.

Dependent Care FSA

This account allows participant to set aside up to an annual maximum of $5,000 if single or married and file a joint tax return ($2,500 if married and file a separate tax return) for work-related day care expenses. Qualified expenses include day care centers, preschool, and before/after school care for eligible children and dependent adults.

Please note, if family income is over $20,000, this reimbursement option will likely save participants more money than the dependent day care tax credit taken on a tax return. To qualify, dependents must be:

- A child under the age of 13, or
- A child, spouse or other dependent who is physically or mentally incapable of self-care and spends at least eight (8) hours a day in the participant's household.

Please Note: Unlike the Health Care FSA, reimbursement is only up to the amount that has been deducted from participant's paycheck for the Dependent Care FSA.

A sample list of qualified expenses eligible for reimbursement include, but not limited to, the following:

- ✓ Prescription/Over-the-Counter Medications
- ✓ Menstrual Products
- ✓ Ambulance Service
- ✓ Chiropractic Care
- ✓ Dental and Orthodontic Fees
- ✓ Diagnostic Tests/Health Screenings
- ✓ Physician Fees and Office Visits
- ✓ Drug Addiction/Alcoholism Treatment
- ✓ Experimental Medical Treatment
- ✓ Corrective Eyeglasses and Contact Lenses
- ✓ Hearing Aids and Exams
- ✓ Injections and Vaccinations
- ✓ LASIK Surgery
- ✓ Mental Health Care
- ✓ Nursing Services
- ✓ Optometrist Fees
- ✓ Sunscreen SPF 15 or Greater
- ✓ Wheelchairs

Log on to http://www.irs.gov/publications/p502/index.html for additional details regarding qualified and non-qualified expenses.

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Flexible Spending Accounts *(Continued)*

FSA Guidelines

- The Health Care FSA has a run out period at the end of the plan year (90 days) to submit reimbursement on eligible expenses incurred during the period of coverage within the plan year (October 1 through September 30).
- When a plan year ends and all claims have been filed, all unused funds will be forfeited and not returned.
- Employee can enroll in an FSA only during the Open Enrollment period, a Qualifying Event, or New Hire Eligibility period.
- Money cannot be transferred between FSAs.
- Reimbursed expenses cannot be deducted for income tax purposes.
- Employee and dependent(s) cannot be reimbursed for services not received.
- Employee and dependent(s) cannot receive insurance benefits or any other compensation for expenses reimbursed through an FSA.
- Domestic Partners are not eligible as Federal law does not recognize them as a qualified dependent.

Filing a Claim

Claim Form

A completed claim form, along with a copy of the receipt as proof of the expense can be submitted via mail, online, mobile app or by fax at (877) 855-7105. The IRS requires FSA participants to maintain complete documentation, including copies of receipts for reimbursed expenses, for a minimum of one (1) year.

Claims Mailing Address | 17 Court Street, Suite 500 | Buffalo, NY 14042
Fax: (877) 855-7105

P&A Group | Customer Service: (800) 688-2611 | www.padmin.com

HERE'S HOW IT WORKS!

An employee earning $30,000 elects to place $1,000 into a Health Care FSA. The payroll deduction is $41.66 based on a 24 pay period schedule. As a result, health care expenses are paid with tax-free dollars, giving the employee a tax savings of $197.

	With a Health Care FSA	Without a Health Care FSA
Salary	$30,000	$30,000
FSA Contribution	- $1,000	- $0
Taxable Pay	$29,000	$30,000
Estimated Tax 19.65% = 12% + 7.65% FICA	- $5,698	- $5,895
After Tax Expenses	- $0	- $1,000
Spendable Income	$23,302	$23,105
Tax Savings	**$197**	

Please Note: *Be conservative when estimating health care and/or dependent care expenses. IRS regulations state that any unused funds remaining in an FSA after a plan year ends and after all claims have been filed cannot be returned or carried forward to the next plan year.* ***This rule is known as "use-it or lose-it."***

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Basic Life and AD&D Insurance

Basic Term Life

The City provides a Basic Term Life insurance for all eligible employees through New York Life. Eligible employees will receive a benefit amount of one (1) time their annual earnings rounded to the next higher $1,000 not to exceed $150,000.

Life Insurance Imputed Income

The IRS requires the imputed cost of employer paid Employee Life insurance benefit in excess of $50,000 must be included in income and is subject to Federal, Social Security and Medicare taxes.

Accidental Death & Dismemberment

Also, at no cost to the employee, the City provides Accidental Death & Dismemberment (AD&D) insurance which pays in addition to the Basic Term Life benefit when death occurs as a result of an accident. The AD&D benefit amount equals the Basic Term Life benefit, partial benefits may also be payable in the event of dismemberment as a result of an accident.

Age Reduction Schedule

Benefit amounts are subject to the following age reduction schedule:

- Reduces to 65% of the benefit amount at age 65
- Reduces to 40% of the benefit amount at age 70
- Reduces to 25% of the benefit amount at age 75

Retirees

Eligible Retirees may elect to purchase Life insurance coverage at the time of their retirement in the amount of $10,000. Benefit amount is not subject to any age reduction schedules.

Always remember to keep beneficiary forms updated. Beneficiary forms may be updated anytime through Bentek.

New York Life Group Benefit Solutions
Customer Service: (800) 362-4462 | www.mynylgbs.com

Voluntary Life Insurance

Voluntary Employee Life Insurance

Eligible employees may elect to purchase additional Life insurance on a voluntary basis through New York Life. This coverage may be purchased in addition to the Basic Term Life and AD&D coverages. Voluntary Life insurance offers coverage for employee, spouse or child(ren) at different benefit levels.

New Hires may purchase Voluntary Employee Life insurance without being subject to Medical Underwriting, also known as Evidence of Insurability (EOI), **up to the Guaranteed Issue amount of $150,000.**

Employees who wish to add Voluntary Life or increase coverage are subject to Medical Underwriting, also known as Evidence of Insurability (EOI).

- Employee can elect up to five (5) times their basic annual earnings (BAE); up to $200,000 maximum rounded to the higher $1,000.
- Benefit amounts are subject to the following age reduction schedule:
  - Reduces to 65% of the benefit amount at age 65
  - Reduces to 40% of the benefit amount at age 70
  - Reduces to 25% of the benefit amount at age 75
- Benefits terminate at retirement.

Monthly Voluntary Life Rate Table

Rate Per $1,000 of Benefit

Age Bracket *(Based On Employee Age)*	Voluntary Life Rate
Under Age 30	$0.07
30-34	$0.10
35-39	$0.12
40-44	$0.145
45-49	$0.225
50-54	$0.369
55-59	$0.639
60-64	$0.99
65-69	$1.45
70 +	$1.93

New York Life Group Benefit Solutions
Customer Service: (800) 362-4462 | www.mynylgbs.com

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Voluntary Life Insurance *(Continued)*

Voluntary Spouse and/or Dependent Child(ren) Life Insurance

- Voluntary Dependent Life insurance coverage cannot be purchased separately, only as a family unit.
- A flat $10,000 benefit is offered for Voluntary Spouse coverage.
- A flat $5,000 benefit is offered for eligible unmarried child(ren) from six (6) months to age 26.
- A flat $500 benefit is offered for eligible child(ren) from birth to six (6) months.
- Spouse/Dependent Life Insurance coverage is a flat $1.27 per 24 payroll deductions, whether just spouse or dependent(s) are covered together or separately.
- Spouse coverage terminates at age 70.

Voluntary Short Term Disability

The City offers Voluntary Short Term Disability (STD) coverage through New York Life, to all eligible, full-time employees working a minimum of 40 hours per week and active part-time employees regularly working a minimum of 25 hours per week. The STD benefit pays the employee a percentage of weekly earnings if the employee becomes disabled due to an illness or non-work related injury.

Voluntary Short Term Disability (STD) Benefits

- STD provides a benefit of 60% of an employee's weekly earnings with a benefit maximum of $1,000 per week.
- An Employee must be disabled due to an illness for seven (7) consecutive days prior to becoming eligible for benefits (known as the elimination period).
- If the disability is due to a non-work related injury, the member may be eligible for benefits immediately.
- The maximum benefit period is 13 weeks.
- If the employee is unable to return to work after the 13 week STD maximum benefit has been exhausted, the employee will automatically be transitioned to Long Term Disability (LTD).
- Benefits may be reduced by other income including sick time.

New York Life Group Benefit Solutions
Customer Service: (800) 362-4462 | www.mynylgbs.com

Long Term Disability

The City provides Long Term Disability (LTD) insurance, through New York Life, at no cost to all eligible employees. The LTD benefit pays a percentage of gross monthly earnings if employee becomes disabled due to a injury or illness.

Long Term Disability (LTD) Benefits

- The LTD benefit pays 66.67% of monthly earnings up to a benefit maximum of $7,500 per month.
- An Employee must be disabled for 90 consecutive days prior to becoming eligible for benefits (known as the elimination period).
- If the employee returns to work on a part-time basis,the employee may continue to be eligible for partial benefits.
- Periodic evaluations may occur at the discretion of New York Life.
- If the employee is unable to return to their own occupation then the employee will continue to receive benefits for a maximum of 24 months.
- The benefit period maximum will be determined by the employee's age at the time the disabling event occurs.
- After 24 months, if the employee can return to any occupation in which they are suitably trained, educated, and/or capable of performing, the employee must return to that occupation (if the salary of that occupation does not meet the salary of the employee's own occupation, the plan will pay the difference).
- Long Term Disability benefits are taxable.

New York Life Group Benefit Solutions
Customer Service: (800) 362-4462 | www.mynylgbs.com

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Employee Assistance Program

The City cares about the well-being of all employees on and off the job and provides, at no cost, a comprehensive Employee Assistance Program (EAP) through Aetna Resources for Living. EAP offers the employee and each family member access to licensed mental health professionals through a confidential program protected by State and Federal laws. The EAP is available to help employee gain a better understanding of problems that affect them, locate the best professional help for a particular problem, and decide upon a plan of action. EAP counselors are professionally trained and certified in their fields and available 24 hours a day, seven (7) days a week.

What is an Employee Assistance Program (EAP)?

An Employee Assistance Program offers covered employees and family members free and convenient access to a range of confidential and professional services to help address a variety of problems that may negatively affect employee or family member's well-being. Coverage includes six (6) face-to-face visits with a specialist, per person, per issue, per year, telephonic consultation, online material/tools and webinars. EAP offers counseling services on issues such as:

- ✓ Child Care Resources
- ✓ Legal Resources
- ✓ Grief and Bereavement
- ✓ Stress Management
- ✓ Depression and Anxiety
- ✓ Work Related Issues
- ✓ Adult & Elder Care Assistance
- ✓ Financial Resources
- ✓ Family and/or Marriage Issues
- ✓ Substance Abuse

Are Services Confidential?

Yes. Receipt of EAP services are completely confidential. If, however, participation in the EAP is the direct result of a Management Referral (a referral initiated by a supervisor/manager), we will ask permission to communicate certain aspects of the employee's care (attendance at sessions, adherence to treatment plans, etc.) to the referring supervisor/manager. The referring supervisor/manager will not receive specific information regarding the referred employee's case. The supervisor/manager will only receive reports on whether the referred employee is complying with the prescribed treatment plan.

Aetna Resources for Living
Customer Service: (800) 272-7252 | www.resourcesforliving.com
Username: COO | Password: COO

Supplemental Insurance

Colonial Life offers a variety of supplemental insurance plans that may be purchased separately, on a voluntary basis, and premiums paid by payroll deduction on an after-tax basis. Children may be included in some plans up to age 26. To learn more about these Colonial Life plans and/or to schedule a personal appointment, contact the local Colonial Life agent. Details regarding available Colonial plans and services are also available online at www.coloniallife.com

Available plans include:

- ✓ Accident Insurance
- ✓ Cancer Insurance
- ✓ Disability Insurance*
- ✓ Critical Illness Insurance*
- ✓ Hospital Confinement Indemnity Insurance*

Please Note: *All Colonial supplement plans are purchased independently and do not coordinate benefits through the City. The independent supplement plans and City do not coordinate or accept pay back of accrued time off.*

**New Enhanced Plan Available*

Colonial Life | Customer Service: (800) 325-4368 | www.coloniallife.com
Agent: Ms. Chris Norwood | Office: (407) 748-5900 | Cell: (407) 808-8374
Email: chris.norwood@coloniallifesales.com

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Legal and Identity Protection Plan

LegalShield

The City offers employees the opportunity to enroll in a voluntary pre-paid legal program provided by LegalShield. By enrolling in this plan, a participant will have direct access to attorneys who will provide legal assistance for a variety of situations that include:

- ✓ Dedicated Law Firm
- ✓ Legal Advice/ Consultation
- ✓ Letters/Calls Made on Your Behalf
- ✓ Contracts/Document Review
- ✓ Residential Loan Document Assistance
- ✓ Will Preparation
- ✓ Speeding Ticket Assistance
- ✓ IRS Audit Assistance
- ✓ Trial Defense
- ✓ 25% Preferred* Member Discount
- ✓ 24/7 Emergency Access For Covered Situations

Please Note: *25% discount only applies to: Criminal, Contested Divorce, Contested Child Custody, Immigration*

IDShield

The City offers employees the opportunity to enroll in a voluntary identity theft protection/credit monitoring service through IDShield. By enrolling in this plan as an add-on benefit to the LegalShield plan a participant will have access to the following benefits:

- ✓ Bureau Credit Monitoring
- ✓ High Risk Application and Transaction Monitoring
- ✓ Social Media Monitoring
- ✓ Credit Inquiry Alerts
- ✓ Consultations on Cyber Security Questions
- ✓ Identity Restoration
- ✓ 24/7 Emergency Access In The Event of Identity Theft

There are two (2) levels of coverage that may be purchased. Employee can purchase LegalShield for $7.98 per pay period or LegalShield with Identity Theft for $12.95 per pay period. This includes coverage for the entire household including spouse and dependent child(ren) regardless of the number of eligible dependents enrolled in the plan.

LegalShield | Customer Service: (800) 654-7757
www.legalshieldassociate.com/hub/sb
Agent: Steve Baker | Office: (321) 613-0037 | Mobile: (310) 663-4735
Email: sb@legalshieldassociate.com

Retirement Information

401(a)

All regular status employees working 32 hours or more per week (except certified firefighters and sworn police officers) are enrolled in the 401(a) Defined Contribution Plan effective within 15 days of employment. Employees must make an irrevocable election to contribute between 1% - 10% (pre-tax) of their annual salary. The City will match 100% of the first 5% of the employee's contributions. The plan is a defined contribution with a 5-year incremental vesting schedule. Mission Square Retirement, formerly ICMA-RC offers employees a number of investment options to make the most out of employee's retirement account. The City's Mission Square Retirement representative, Lorraine Rodriguez, may assist in planning retirement and investment goals.

457

A voluntary 457 deferred compensation plan is available for all full-time and budgeted part-time employees. Employees can contribute pre-tax dollars to this optional account. Contributions to this account can be stopped or changed at any time without penalty. Like the 401(a), the 457 offers a number of investment options to make the most out of employee's retirement account. The City's Mission Square Retirement representative, Lorraine Rodriguez, may assist in planning retirement and investment goals.

Roth IRA

A voluntary Roth IRA plan is available for all employees. An employee can elect to contribute after-tax dollars to this retirement account. The minimum contribution to the account is $10 per pay period and, like the 457, contributions can be stopped or changed at any time. The Roth IRA remains tax free on investment earnings while remaining in the account. In addition, employee will be free of any taxes or penalties when employee withdraws earnings from the Roth IRA as long as employee's account has met certain five (5) year aging requirements and employee has a qualifying event or reaches retirement age. Principal contributions to the account can be withdrawn at anytime, without penalty and are tax free.

Public Safety Pensions

Oviedo Police Officers and Firefighters each have a separate Pension Trust Fund. These pensions are designed to help the employee meet financial needs at retirement, or in the event of disability or death. These retirement plans are governed by Florida Statutes Chapter 175 and 185 for certified fire and sworn law enforcement employees respectively and Chapter 112 of the Internal Revenue Code. Employee member contributions are a percentage of compensation as defined in each retirement program's Summary Plan Document. Eligibility for benefits are in accordance with age and service requirements outlined in the program ordinances, Florida Statues and Summary Plan Documents. For more information regarding the fund, please contact any member on the Board of Trustees.

Mission Square Retirement, formerly ICMA-RC
Customer Service: (866) 630-3042 | Agent: Lorraine Rodriguez
Cell: (202) 957-6244 | Email: lrodriguez@icmarc.org | www.icmarc.org

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Retiree Medical Benefits

Medical Insurance – BlueChoice PPO HRA Plan

Retiree Rates

Monthly Rates

Tier of Coverage	Retiree Monthly Cost	Total Monthly Cost
Retiree Only	$1,221.68	$1,221.68
Retiree + Spouse	$2,233.76	$2,233.76
Retiree + Child(ren)	$2,127.98	$2,127.98
Retiree + Family	$3,077.22	$3,077.22

Group Retiree Health Plan

The City's Group Retiree Health Plan will be provided by the insurance carrier(s) in force at the time of retirement and is subject to change if the City changes carriers, benefits or rates. All of the following requirements must be met in order for a City employee to be eligible for retiree medical insurance benefits.

Employees covered by Defined Benefit Plans must adhere to the Plan requirement defining retirement. Those covered by a Defined Contribution Plan (401(a)), must complete 25 years of service or be age 62 with at least ten (10) years of service with the City.

Please Note: *Retiree benefits are offered under a separate medical plan for the purpose of the Affordable Care Act.*

Holiday Schedule

The 2022- 2023 Holiday Schedules for full-time regular and non-bargaining unit employees are listed below:

2022	Date	4/10s	5/8s
New Year's Day	—	—	—
M.L.K. Day	—	—	—
Memorial Day	—	—	—
Independence Day	—	—	—
Labor Day	Monday, 9/5	Monday, 9/5	Monday, 9/5
Thanksgiving Day	Thursday, 11/24	Wednesday, 11/23	Thursday, 11/24
Day after Thanksgiving	Friday, 11/25	Thursday, 11/24	Friday, 11/25
Christmas Holiday	Saturday, 12/24	Thursday, 12/22	Friday, 12/23
Christmas Holiday	Sunday, 12/25	Monday, 12/26	Monday, 12/26
Floating Holiday	Use on or before September 17, 2022		

2023	Date	4/10s	5/8s
New Year's Day	Sunday, 1/1	Monday, 1/2	Monday, 1/2
M.L.K. Day	Monday, 1/16	Monday, 1/16	Monday, 1/16
Memorial Day	Monday, 5/29	Monday, 5/29	Monday, 5/29
Independence Day	Tuesday, 7/4	Tuesday, 7/4	Tuesday, 7/4
Labor Day	Monday, 9/4	Monday, 9/4	Monday, 9/4
Thanksgiving Day	Thursday, 11/23	Wednesday, 11/22	Thursday,11/23
Day after Thanksgiving	Friday, 11/24	Thursday, 11/23	Friday, 11/24
Christmas Holiday	Sunday, 12/24	Monday, 12/25	Monday, 12/25
Christmas Holiday	Monday, 12/25	Tuesday, 12/26	Tuesday, 12/26
Floating Holiday	Use on or before September 16, 2023		

In order to be eligible for holiday pay, an employee must be in an active pay status, receiving pay for the scheduled workday before and after the holiday; i.e., worked the regular day or on approved leave with pay. Non-union shift employees observe the actual holiday (ex: Independence Day – July 4th) as the holiday for premium holiday pay purposes. Temporary, seasonal, and non-budgeted part-time employee may have the day off according to their schedule but are not eligible for holiday pay. Temporary, seasonal, and budgeted part-time employee is not eligible for the floating holiday.

Full-time regular status employee must have completed the initial (new hire) six-month probationary period or six (6) consecutive months' of employment in order to use their floating holiday.

For further details, non-union employees may refer to Personnel Procedures and Rules Manual, Chapter XIII. Union employees should refer to their respective bargaining agreement for rules pertaining to holidays.

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Notes

Use this section to make notes regarding personal benefit plans or to keep track of important information such as doctors' names and addresses or prescription medications.

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GEHRING GROUP

A RISK STRATEGIES COMPANY

3500 Kyoto Gardens Drive
Palm Beach Gardens, Florida 33410
Toll Free: (800) 244-3696 | Fax: (561) 626-6970
www.gehringgroup.com

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FINAL
Last Modified: August 9, 2022 4:26 PM

Exhibit B
Sample Employee Communications

Please note that all communications herein can be printed on various paper sizes.

GEHRING GROUP

2021-2022
Open Enrollment

This year the City's group insurance plan year will be from October 1, 2021 through September 30, 2022. Open Enrollment is the time of year you can make changes to your benefits such as: enroll in coverage, drop coverage, add dependents, or drop dependents.

Overview of Benefits

Medical Insurance

- The City's major medical plan will remain with Cigna's Open Access Plus Plan.
- Telemedicine will remain with MDLive through Cigna.
- Employees will continue to have access to the CareATC Employee Health Center.

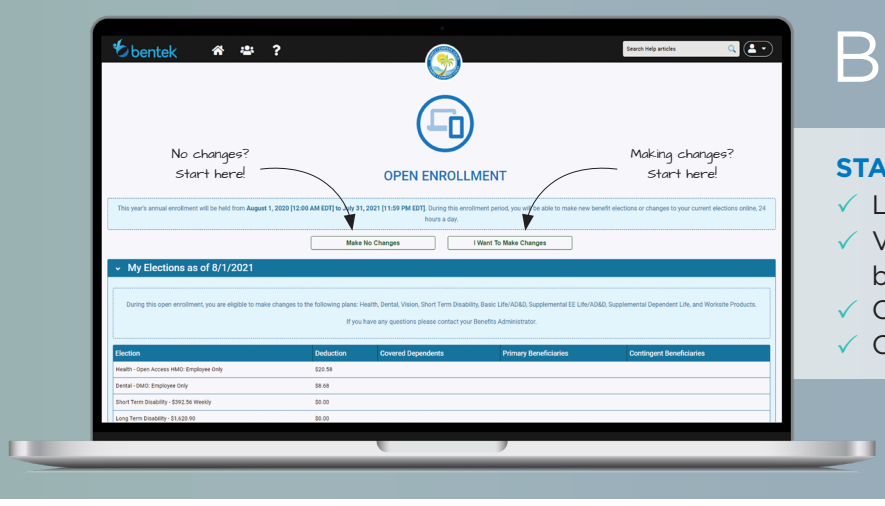
Dental Insurance	The City's Dental insurance will remain with Cigna with a 2nd enhanced dental plan option.
Vision Insurance	The City's Vision insurance will remain with VSP.
Life/LTD Insurance	The City's Life, LTD and Voluntary life insurance will remain with Cigna. **Note: Name change to New York Life*
Gap Insurance	The City will continue to provide a $1,000 GAP policy through Transamerica. The "buy up" options will also be available this year.

Open Enrollment Period: August 23rd, 2021 - September 7th, 2021

The City of Cocoa Beach will continue to use Bentek as our online enrollment system. Open Enrollment is the time to make changes to benefits, add or drop dependents, and update life insurance beneficiaries! Any changes made will be effective October 1, 2021. Bentek support is available Monday through Friday, 8:30 am - 5:00pm. Bentek Support Line: (888) 5-Bentek (523-6835)

To access the site, visit www.mybentek.com/cocoabeach

To access Bentek using a mobile device, scan code.



Bentek Enrollment Quick Guide

START YOUR ENROLLMENT SESSION!

- ✓ Log on to **www.mybentek.com/cocoabeach**
- ✓ View your current elections, deduction amounts, covered dependents, and beneficiaries.
- ✓ Click "Make No Changes" to submit your session as shown under My Elections.
- ✓ Click "I Want To Make Changes" to start your enrollment session.

HEALTH BENEFITS FAIR

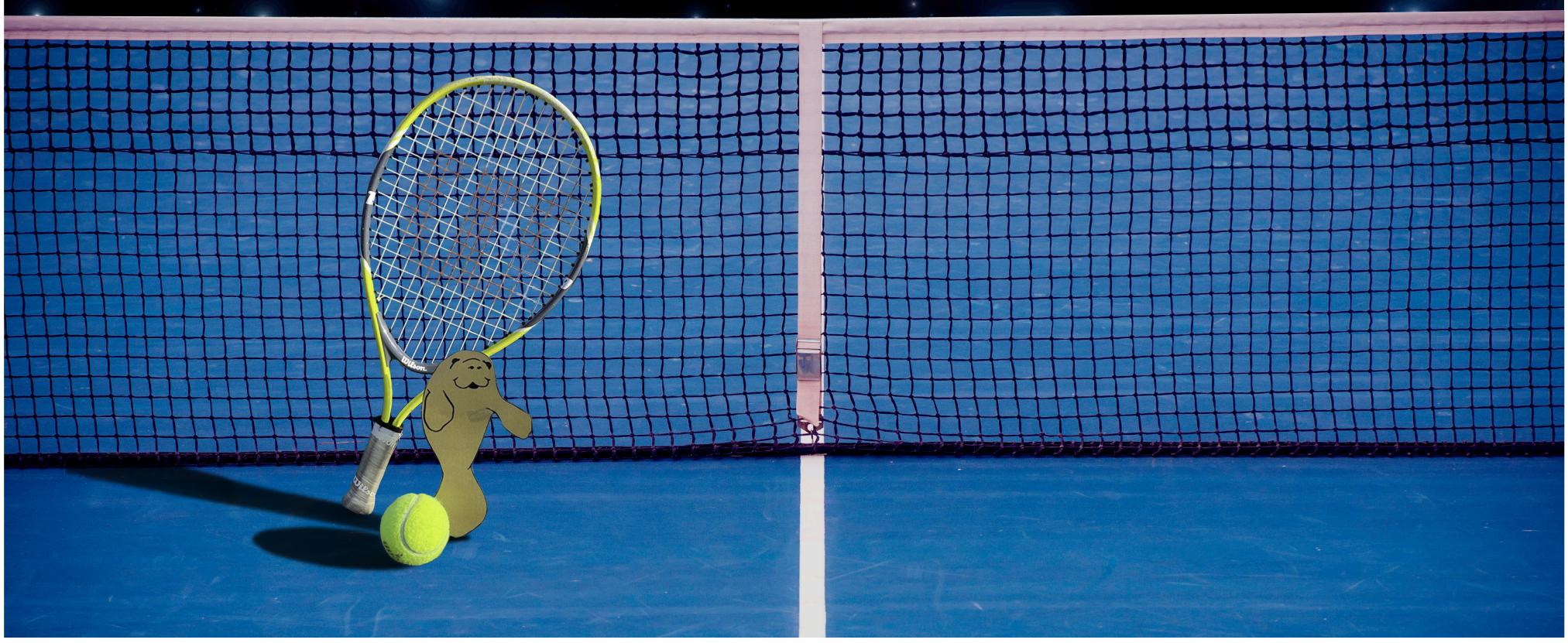
CITY OF SATELLITE BEACH

SEPTEMBER 7TH • 9:00 AM - 1:00 PM

at the

DAVID R. SCHECHTER CENTER GYM

ALL FULL-TIME EMPLOYEES ARE REQUIRED TO STOP IN



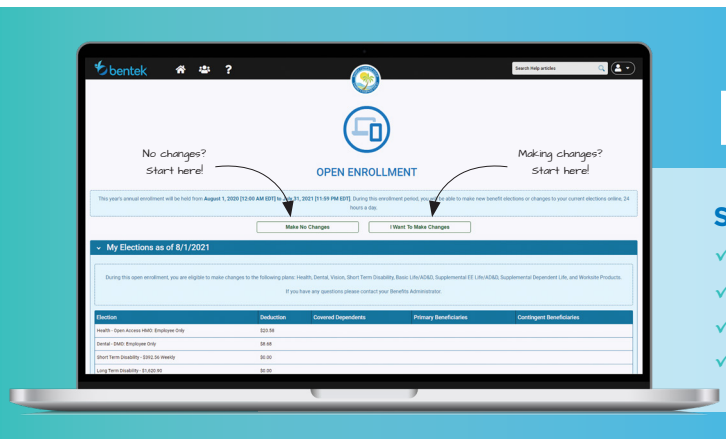
ONLINE BENEFIT ENROLLMENT THROUGH BENTEK

Bentek enrollment system will be open Monday, September 5th 8:00 am through Friday, September 16th at 5:00 pm.

The City of Satellite Beach will continue to use Bentek as our online enrollment system. Open Enrollment is the time to make changes to benefits, add or drop dependents, and update life insurance beneficiaries! Any changes made will be effective October 1, 2021. Bentek support is available Monday through Friday, 8:30 am - 5:00pm. Bentek Support Line: (888) 5-Bentek (523-6835)

To access the site, visit www.mybentek.com/satellitebeach

To access Bentek using a mobile device, scan code:



Bentek Enrollment Quick Guide

START YOUR ENROLLMENT SESSION!

- ✓ Log on to **www.mybentek.com/satellitebeach**
- ✓ View your current elections, deduction amounts, covered dependents, and beneficiaries.
- ✓ Click “Make No Changes” to submit your session as shown under My Elections.
- ✓ Click “I Want To Make Changes” to start your enrollment session.

I'm a conscientious healthcare consumer.

Health Care Flexible Spending Accounts (FSA) allow an employee to set aside pre-tax dollars from their paycheck into a Health Care FSA. The amount set aside is not taxed, automatically deducted from your paycheck and deposited into the FSA. During the year, the employee has access to the Healthcare FSA account to pay for expenses not covered by insurance.

Don't Forget! The 2021-22 plan year will end September 30, 2022. Participants have until December 14, 2022, to spend the funds and an additional 30 days (until January 14, 2023) to file claims for expenses that were paid without using the 90 Degree Mastercard.

Any funds not claimed by January 14, 2023, will be forfeited.

OKALOOSA COUNTY

I Use My Flexible Spending Account

SURPRISINGLY ELIGIBLE EVERYDAY ITEMS YOU CAN USE YOUR HEALTH CARE FSA DOLLARS ON!



- Mileage to/from Eligible Health Care Treatment
- Diabetes Care
- Home Safety Items - grab bars, shower bench, etc.
- Personal Care - family planning, eligible body lotions & serums, etc.
- Eligible Joint & Muscle Relief - shoe insoles, massage & heating pads, pain relief, light and acupressure pads.

Members can visit the FSAstore.com for a comprehensive list of eligible items or log on to **http://www.irs.gov/publications/p502/index.html** for additional details regarding qualified and non-qualified expenses.

For information on FSA eligible expenses, checking your balance, or substantiation requirements contact 90 Degree Benefits Mississippi, (800) 530-7222 or log onto **www.90degreebenefits.com/mississippi.php portal**.

[1] Healthcare FSA elected funds are available for use on the first day coverage is effective.
[2] Qualified Dependent care expenses include day care centers, preschool, and before/after school care for eligible children and dependent adults. Unlike the Health Care FSA, Dependent Care FSA reimbursement is only up to the amount that has been deducted from participant's paycheck.
[3] If single or married and file a joint tax return, $2,500 if married and file a separate tax return.

GEHRING GROUP
A RISK STRATEGIES COMPANY

CLEARWATER

BRIGHT AND BEAUTIFUL · BAY TO BEACH

2022 OPEN ENROLLMENT



Monday, September 27th – Friday, October 15th

WE ARE GOING VIRTUAL!

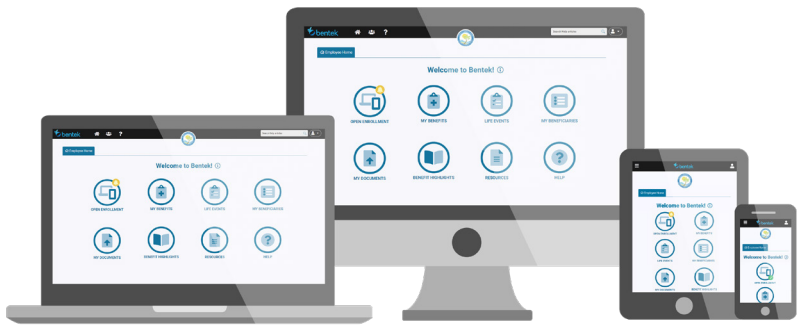
Open Enrollment is the time of year when benefit eligible employees can make new benefit elections, or changes to their current elections, for the upcoming 2022 plan year.

There are no carrier changes this year, but it is important that everyone logs into Bentek to review their benefits and make any plan changes. Reminder: If you are in the FSA plan, you must re-enroll each year.

ONLINE ENROLLMENT THROUGH BENTEK

Open Enrollment is online! Bentek is our internet-based benefits-enrollment system, allowing you to do the following 24 hours-a-day/7 days-a-week during the Open Enrollment period:

- View all benefit elections and payroll deductions
- Make new elections or changes online
- View plan summaries and link to provider websites
- Designate life insurance beneficiaries



To access the site go to: **www.mybentek.com/clearwater**

Bentek Site will be open from Monday, September 27th – Friday, October 15th at 5:00pm.

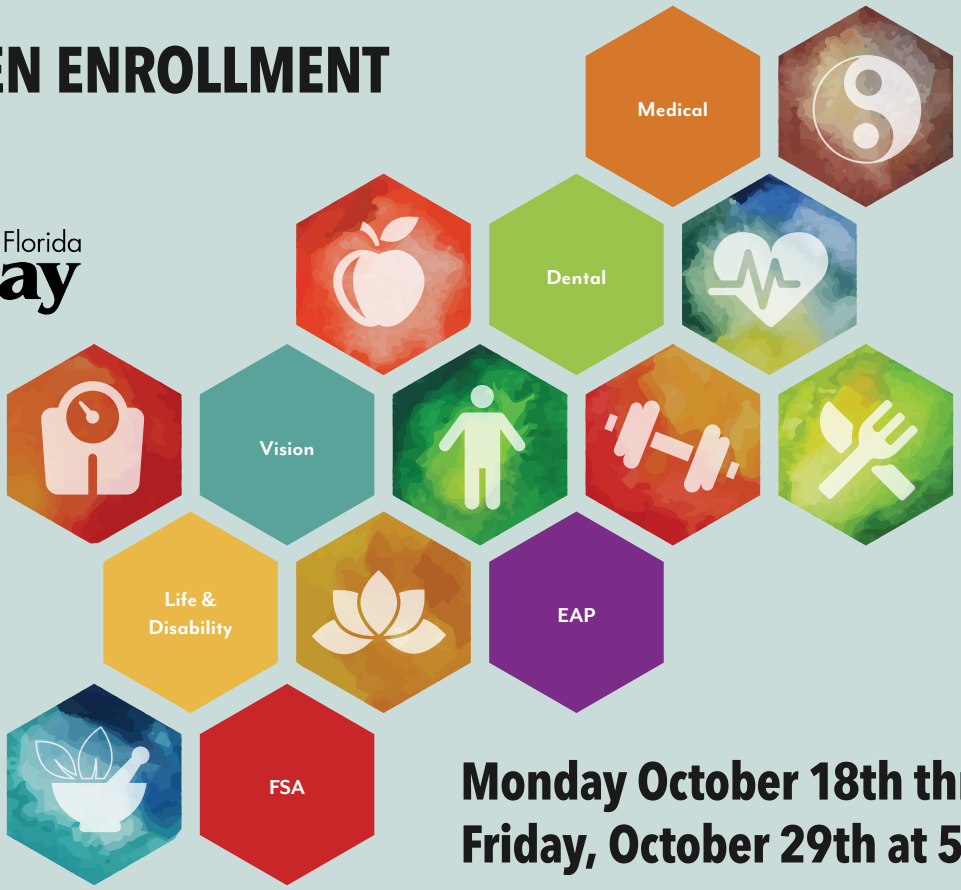
If you have trouble accessing Bentek, please contact the Bentek Support Line at: support@mybentek.com, or: (888) 5-Bentek (523-6835) Monday – Friday 8:30am – 5:00pm EST

Questions or concerns? Please contact Human Resources at (727) 562-4870

To access Bentek using a mobile device, scan code.

2022 OPEN ENROLLMENT

The City of Palm Bay Florida



Monday October 18th through Friday, October 29th at 5:00pm

WE ARE GOING VIRTUAL!

Open Enrollment is the time of year when benefit eligible employees can make new benefit elections, or changes to their current elections, for the upcoming 2022 plan year.

JOIN US FOR A VIRTUAL PRESENTATION VIA TEAMS			
Monday, October 18th	**7:30am – 8:30am**	**To join via the web, click link: Click here to join the meeting** **To join by phone, dial Call In number and enter Conference ID:** **Call In Number: +1 850-583-5114 Conference ID: 835 766 569#**	
	2:30pm – 3:30pm	**To join via the web, click link: Click here to join the meeting** **To join by phone, dial Call In number and enter Conference ID:** **Call In Number: +1 850-583-5114 Conference ID: 622 475 532#**	

There are no carrier changes this year, but it is important that everyone logs into Bentek to review their benefits and make any plan changes. Reminder: If you are in the FSA plan, you must re-enroll each year.

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- View all benefit elections and payroll deductions
- Make new elections or changes online
- View plan summaries and link to provider websites
- Designate life insurance beneficiaries

To access the site go to: **www.mybentek.com/palmbayflorida**

Bentek Site will be open from Monday October 18th through Friday, October 29th at 5:00pm.

If you have trouble accessing Bentek, please contact the Bentek Support Line at:
support@mybentek.com, or: (888) 5-Bentek (523-6835) Monday – Friday 8:30am – 5:00pm EST

Questions or concerns? Please contact the Human Resources Department at 321-952-3421 or hrbenefits@palmbayflorida.org



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Are you Ready to Get Back to "Normal"?

The City is excited to announce that we will be offering two Wellness Sessions to have open discussion on the following topics:

- COVID Fatigue: Strategies for enhancing emotional well-being during the pandemic and beyond
- How to cope with returning back to work after a pandemic
- Managing uncertainty
- Establishing emotional balance in challenging times

We will be open to discuss any other topics that may come up during the session to assist employees and provide you with the tools that you may need during these unusual times.

We have invited Lisa Stewart, Ph.D., LMHC, the Clinical Director of our Employee Assistance Program to help us navigate through this discussion. Please join us either virtually or in-person on one of the following dates and times:

WELLNESS SESSIONS

Virtual Meeting
WEDNESDAY, MAY 26TH | 1:00 PM
CLICK HERE TO JOIN
Call: +1 850-583-5114
Conference ID: 809 165 6#
Please RSVP by Friday, May 21st

In-Person Meeting
TUESDAY, JUNE 15TH | 1:00 PM
City Hall NW Conference Room
Please RSVP by Friday, June 11th , as there is a limit of 10 employees allowed due to social distancing

Both Sessions will last about one hour long. Please RSVP to Bendra Caseneuve either by calling Human Resources or emailing her at bcaseneuve@daniabeachfl.gov.

CITY OF Hollywood FLORIDA

2022 OPEN ENROLLMENT!

NOVEMBER 1 - NOVEMBER 19

The Open Enrollment period begins November 1 and ends on November 19. This is the time that you can make changes to your benefits – add or drop dependents, change plans, enroll in coverage or drop coverage. Representatives from Gehring Group will be hosting virtual open enrollment meetings and a pre-recorded video will also be made available from your Human Resources Department. All new elections and changes made during Open Enrollment will be effective January 1, 2022.

Online Enrollment is easy through Bentek

The Bentek Site will be open from November 1 at 7:00 a.m. and closing on November 19 at 6:00 p.m.

Open Enrollment is online! The City provides Bentek, an internet based online benefits enrollment system, available 24 hours a day, 7 days a week. Employees may:

- View all benefit elections and payroll deductions
- View plan summaries and link to carrier websites
- Designate Life Insurance beneficiaries
- During open enrollment, employees may make new elections, change, add or remove dependents
- Enroll or re-enroll in Flexible Spending Accounts (FSA)/ Dependent Care Spending Accounts (DCA)

Please Note: *FSA accounts do not automatically rollover you must re-elect your amount each year.*

To access the site go to:
www.mybentek.com/hollywood

Please Note: If you wish to enroll or waive coverage under the City's benefit plans, **you must** log on to Bentek before the Open Enrollment period closes on November 19 at 6:00 p.m.

To access Bentek using a mobile device, scan code.

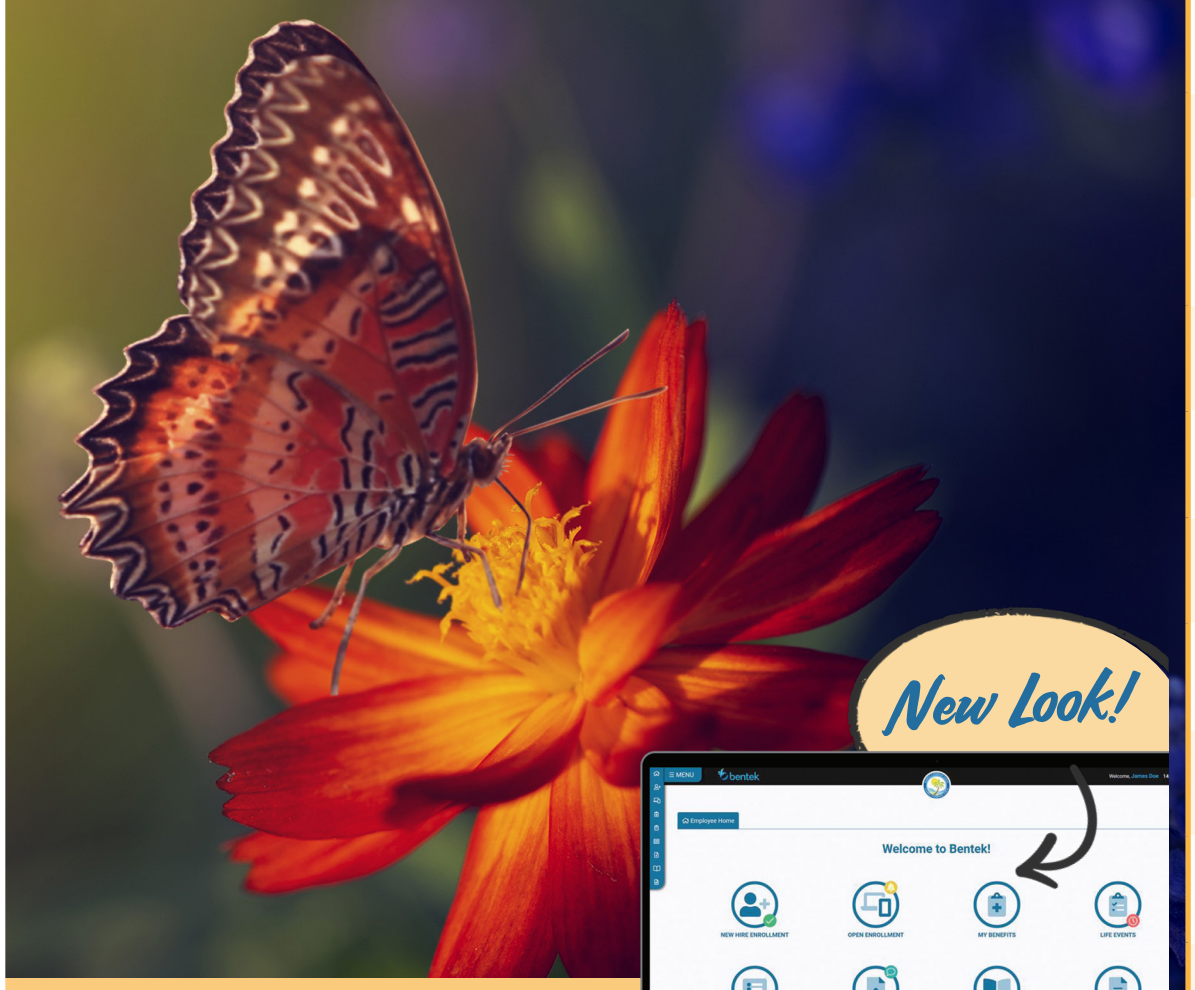
Thank you and we look forward to seeing you virtually!

2020-2021
OPEN ENROLLMENT

AUGUST 26 - SEPTEMBER 16, 2020

Open Enrollment is the time of year that you can make changes to your benefits: such as drop or add dependents, drop coverage, or enroll into coverage. All new elections and changes made during Open Enrollment will be effective October 1, 2020. The Open Enrollment period this year begins August 26 and ends on September 16.

Be on the look out for some video recordings from Human Resources with additional information pertaining to the upcoming Open Enrollment!



ONLINE ENROLLMENT THROUGH BENTEK

Open Enrollment is online! The City provides Bentek, an internet based online benefits enrollment system, available 24 hours a day, 7 days a week. Bentek and Gehring Group representatives will be available via phone to assist with online enrollment.

To access the site, visit **www.mybentek.com/coconutcreek**

All employees MUST log on to Bentek during the Open Enrollment period (August 18 - August 28 at 5:00pm) to verify coverage and update beneficiaries for the 2020-2021 Plan Year, even if planning to waive or maintain coverage elections.

VIRTUAL ONE-STOP-SHOP

Representatives from the City, Gehring Group and Bentek will be available via phone on the following dates and times to provide one-on-one assistance with Bentek enrollment and any other benefit related inquiry.

Wednesday, August 26
1:00 p.m. – 6:00 p.m.

Thursday, August 27
9:00 a.m. – 1:00 p.m.

Monday, August 31
1:00 p.m. – 6:00 p.m.

Tuesday, September 1
9:00 a.m. – 1:00 p.m.

Wednesday, September 2
1:00 p.m. – 6:00 p.m.

Thursday, September 3
9:00 a.m. – 1:00 p.m.

Tuesday, September 8
9:00 a.m. – 1:00 p.m.

Wednesday, September 9
1:00 p.m. – 6:00 p.m.

Thursday, September 10
9:00 a.m. – 1:00 p.m.

Monday, September 14
1:00 p.m. – 6:00 p.m.

Tuesday, September 15
9:00 a.m. – 1:00 p.m.

Wednesday, September 16
1:00 p.m. – 6:00 p.m.

VIRTUAL ONE-STOP-SHOP CONTACT NUMBERS

CITY REPRESENTATIVE ASSISTANCE

Robin Samotin
(954) 956-1465

Heather Schwartz
(954) 956-1511

Jean Simonis
(954) 956-1463

Tim McPherson
(954) 956-1432

ONLINE BENTEK ENROLLMENT ASSISTANCE

ENROLLMENT ASSISTANCE *(Monday – Friday, 8:30am – 5:00pm EST)*
Toll Free: (800) 244-3696
Email: coconutcreek@gehringgroup.com

TECHNICAL ASSISTANCE *(Monday – Friday, 8:30am – 5:00pm EST)*
Toll Free: (877) 5-Bentek | (877) 523-6835
Email: support@mybentek.com

If you have any questions, please contact Human Resources at 954-956-1451.

WORKING *Our Way To* WELLNESS

You're invited to our Health Fair on Friday, September 14th at The Village of Palm Springs

Time: 10:00am – 2:00pm
Location: Council Chambers

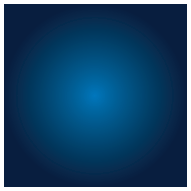
Join us in meeting the participating vendors and learn from the variety of information they will have to offer to you. There will be raffles, giveaways and healthy snacks for you.

Employees will have the option to have a finger stick screening. Results are immediate and included is an 1-1 consultation with the Coach to review the numbers. **Space is limited, so please contact the Human Resources Department to reserve your time slot. Fasting is NOT required.**



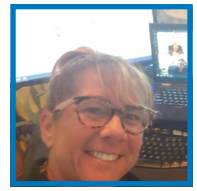
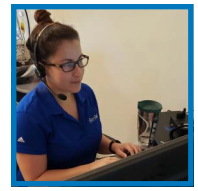
If you have any questions, please contact:
Janette M. Piedra | Phone: (561) 434-5082
jpiedra@vpsfl.org

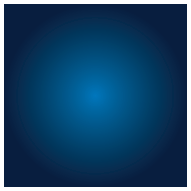
THE VILLAGE OF PALM SPRINGS
Garden Spot of Palm Beach County
FLORIDA











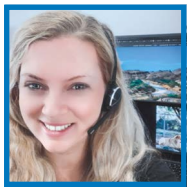
During this unprecedented time...We are working from home but working hard to support you!





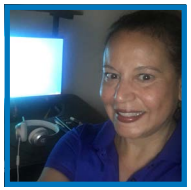
DO YOU HAVE QUESTIONS ABOUT YOUR EMPLOYEE INSURANCE BENEFITS?
ARE YOU RECEIVING BILLS FROM A PROVIDER AND NOT SURE WHY?





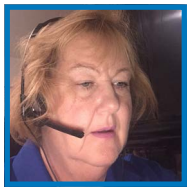
Let us help you!

Contact our team at the Gehring Group for assistance with any questions or concerns.
Call Toll Free (800) 244-3696





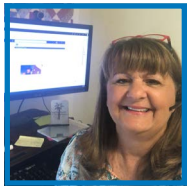
Please include the following information if leaving a message:	For your privacy, please **do not** include:
▪ First & Last Name ▪ Brief Description of Your Question ▪ Your Contact Information ▪ Your Employer's Name	▪ Social Security Number ▪ Date of Birth ▪ Member ID

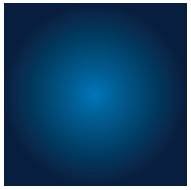






A member of our team will contact you via a secure email or telephone call to gather additional information that may be necessary to further assist you.

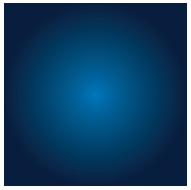










GEHRING GROUP®
EMPLOYEE BENEFITS | RISK MANAGEMENT

Essential Resources in Challenging Times

Taking care of yourself, family and friends during the outbreak of COVID-19 is challenging and many of us may be experiencing:

- Stress and Anxiety
- Loneliness/Isolation
- Depression
- Grief
- Relationship Issues
- Financial Concerns

We have listed below free resources available to help you through these challenging times. By clicking on the underlined statements below, the website for each resource can be accessed.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

- Provides access to licensed mental health professionals through a program protected by state and federal laws
- Available 24 hours a day/7 days a week
- Confidential

New Directions | (800) 624-5544 | www.ndbh.com | Access Code: SGE3F

CDC CENTERS FOR DISEASE CONTROL AND PREVENTION

- Coping with Stress and COVID-19

CDC Website Stress and Coping

AMERICAN PSYCHOLOGICAL ASSOCIATION (APA)

- Coping with Grief and COVID-19

APA Coping with Grief during COVID-19

SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) – (800) 662-4357

- A treatment referral and information service for individuals and families facing mental and/or substance use disorders

SAMHSA Helpline



NATIONAL DOMESTIC VIOLENCE HOTLINE
(800) 799-7233

- Provides immediate support to empower victims

Domestic Violence Hotline

VICTIM CONNECT RESOURCE CENTER
(855) 484-2846

- National Hotlines for Domestic Violence

Victim Connect Resource

AMERICAN FOUNDATION FOR SUICIDE PREVENTION

- Protecting Your Mental Health during COVIV-19

American Foundation for Suicide Prevention

NATIONAL SUICIDE PREVENTION HOTLINE
(800) 273-8255

NATIONAL CRISIS TEXT LINE: Text HOME to 741741

GEHRING® GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Exhibit C
Sample Analytical Reports & Work Product

Gehring Group
Analytics
Sample Work

Palm Beach Gardens, Florida 33410
(561) 626-6797

(800) 244-3696 / (561) 626-6970 – Fax

www.gehringgroup.com

GEHRING GROUP®
EMPLOYEE BENEFITS | RISK MANAGEMENT

City of Example
Medical RFP Evaluation
Effective Date: October 1, 2019

Sample Plan Comparison

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

		Current						Option #1					
Schedule of Benefits		**Plan 1**		**Plan**		**Plan**		**Plan 1**		**Plan**		**Plan**	
Deductible (DED)		*In Network*	*Out of Network*	*In Network*	*Out of Network*	*In Network*	*Out of Network*	*In Network*	*Out of Network*	*In Network*	*Out of Network*	*In Network Only*	
Individual Deductible		$1,000	$1,000	$1,500	$3,000	$2,000	$6,000	$1,000	$1,000	$1,350	$2,500	$2,500	
Family Deductible		$3,000	$3,000	$3,000	$6,000	N/A*	N/A*	$2,000	$2,000	$2,700	$5,000	$5,000	
Out of Pocket Maximum													
Single		$3,000	$5,000	$1,500	$6,000	$6,350	$12,800	$4,000	$6,000	$3,750	$7,500	$6,000	
Family		$6,000	$10,000	$3,000	$12,000	$12,700	$25,600	$8,000	$12,000	$7,500	$15,000	$12,000	
Member Coinsurance		20%	40%	0%	20%	50%	50%	20%	30%	10%	30%	20%	
Non-Hospital Services													
Physician Office Visit Copay		$20	40% after DED	DED	20% after DED	$35	50% after DED	$25	30% after DED	10% after DED	30% after DED	$20	
Specialist Office Visit Copay		$35	40% after DED	DED	20% after DED	$75	50% after DED	$50	30% after DED	10% after DED	30% after DED	$40/$80	
Preventive Services		No charge	40%	No Charge	20%	No Charge	50%	No Charge	Not Available	No Charge	Not Covered	No Charge	
Independent Clinical Lab		No charge	40% after DED	DED	20% after DED	No Charge	50% after DED	No Charge	30% after DED	10% after DED	30% after DED	20% after Ded	
Advanced Imaging (MRI, PET, CT)		$100	40% after DED	DED	20% after DED	$200	50% after DED	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	
Urgent Care Center		$35	$35	DED	DED	$75	$75	$35	30% after DED	10% after DED	30% after DED	$80	
Hospital Services													
Inpatient Hospital Services		$750	40% after DED	DED	20% after DED	$2,000	50% after DED	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	
Outpatient Hospital Services		$200	40% after DED	DED	20% after DED	$300	50% after DED	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	
Physician Services at Hospital		20% after DED	20% after DED	DED	INN DED	50% after DED	50% after INN DED	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	
Emergency Room (Per Visit)		$100	$100	DED	DED	50% after DED	50% after INN DED	$200	$200	10% after DED	10% after INN DED	$250	
Mental Health/Substance Abuse Hospital													
Inpatient Services		$750	40% after DED	DED	20% after DED	$2,000	50%	20% after DED	30% after DED	10% after DED	30% after DED	20% after DED	
Outpatient Services		$35	40% after DED	DED	20% after DED	$300	50%	$25	30% after DED	10% after DED	30% after DED	$20	
Prescription Drugs												Rx Drug DED: $100/$200	
Generic Drugs		$10	50%	DED	INN DED + Difference b/w INN cost and OON cost	$10	50%	$10	INN Copays + Difference b/w INN cost and OON cost	$10	Difference b/w INN cost and OON cost	$10 after DED	
Formulary Drugs		$25		DED		$60		$35		$35		$35 after DED	
Non-Formulary Drugs		$60		DED		$100		$60		$60		$60 after DED	
Mail Order - 90 day supply		2x		DED		3x		2.5x		2.5x		2.5x	
Rates	**Enrollment****												
Employee Only	225 2 0	$616.67		$640.81		$518.10		$575.00		$571.00		$521.18	
Employee + Spouse	20 0 0	$1,033.85		$1,074.33		$868.57		$913.77		$919.04		$833.71	
Employee + Child(ren)	13 0 0	$981.67		$1,020.13		$824.76		$856.77		$862.03		$782.21	
Employee + Family	11 0 0	$1,294.59		$1,345.32		$1,087.66		$1,141.78		$1,075.00		$1,042.36	
Monthly Premium	**269 2 0**	**$186,430**		**$1,282**		**$0**		**$171,348**		**$1,142**		**$0**	
Annual Premium		**$2,237,159**		**$15,379**		**$0**		**$2,056,176**		**$13,704**		**$0**	
$ Increase/(Decrease)		**N/A**		**N/A**		**N/A**		**-$180,984**		**-$1,675**		**$0**	
% Increase/(Decrease)		**N/A**		**N/A**		**N/A**		**-8.1%**		**-10.9%**		**0.0%**	

Total Monthly Premium	**271**	**$187,712**	**$172,490**
Total Annual Premium		**$2,252,539**	**$2,069,880**
$ Increase/(Decrease)		**N/A**	**-$182,659**
% Increase/(Decrease)		**N/A**	**-8.1%**

*Family contract members enrolled in the 05901 plan must satisfy a Per Person deductible of $2,000 in network and $6,000 out of network.

SAMPLE CLIENT

Claims Experience Report - Florida Blue

July 2020 - Current

Sample Fully-Insured Claims Experience

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

HMO	Total Premium	Capitation + Value	Inpatient Hospital	Outpatient Hospital	Physician	Other	Pharmacy Retail/Mail	TOTAL PAID CLAIMS	Loss Ratio	EE	EE+S	EE+C	EE+F	TOTAL	Claims Cost PEPM
July-20	$ 1,071,794	$ 24,358	$ 184,107	$ 200,078	$ 219,406	$ 140,323	$ 312,761	$ 1,081,033	101%	1,312	67	42	275	1,696	$ 637.40
August-20	$ 1,247,742	$ 24,056	$ 267,756	$ 246,567	$ 205,742	$ 126,335	$ 301,410	$ 1,171,865	94%	1,301	66	43	277	1,687	$ 694.64
September-20	$ 1,170,752	$ 23,331	$ 269,103	$ 260,336	$ 160,970	$ 122,028	$ 382,579	$ 1,218,346	104%	1,218	67	43	258	1,586	$ 768.19
October-20	$ 1,198,047	$ 23,686	$ 82,407	$ 206,873	$ 224,707	$ 119,504	$ 262,968	$ 920,145	77%	1,242	69	47	255	1,613	$ 570.46
November-20	$ 1,177,794	$ 23,445	$ 322,740	$ 227,903	$ 208,161	$ 106,915	$ 284,392	$ 1,173,556	100%	1,224	69	46	256	1,595	$ 735.77
December-20	$ 1,186,536	$ 23,685	$ 522,862	$ 226,543	$ 199,119	$ 128,232	$ 298,511	$ 1,398,950	118%	1,227	69	48	257	1,601	$ 873.80
January-21	$ 1,168,353	$ 23,226	$ 135,643	$ 148,433	$ 148,135	$ 105,117	$ 271,566	$ 832,120	71%	1,223	73	50	250	1,596	$ 521.38
February-21	$ 1,182,370	$ 23,709	$ 125,936	$ 148,189	$ 145,837	$ 138,878	$ 271,093	$ 853,642	72%	1,213	73	51	249	1,586	$ 538.24
March-21															
April-21															
May-21															
June-21															
2020-2021	**$ 9,403,389**	**$ 189,496**	**$ 1,910,553**	**$ 1,664,921**	**$ 1,512,077**	**$ 987,332**	**$ 2,385,279**	**$ 8,649,657**	**92%**	**9,960**	**553**	**370**	**2,077**	**12,960**	**$ 667.41**

HDHP	Total Premium	Capitation + Value	Inpatient Hospital	Outpatient Hospital	Physician	Other	Pharmacy Retail/Mail	TOTAL PAID CLAIMS	Loss Ratio	EE	EE+S	EE+C	EE+F	TOTAL	Claims Cost PEPM
July-20	$ 78,352	$ 120	$ -	$ 27,266	$ 6,770	$ 7,433	$ 28,149	$ 69,738	89%	112	10	4	13	139	$ 501.71
August-20	$ 91,701	$ 125	$ -	$ 4,672	$ 33,323	$ 5,011	$ 3,840	$ 46,971	51%	114	10	5	13	142	$ 330.78
September-20	$ 89,828	$ 145	$ 10,336	$ 2,931	$ 49,064	$ 5,010	$ 4,443	$ 71,929	80%	109	10	6	12	137	$ 525.03
October-20	$ 97,209	$ 149	$ -	$ 10,352	$ 50,921	$ 3,660	$ 9,736	$ 74,816	77%	118	11	6	13	148	$ 505.51
November-20	$ 97,765	$ 160	$ -	$ 4,645	$ 36,777	$ 4,829	$ 5,605	$ 52,016	53%	119	12	6	13	150	$ 346.77
December-20	$ 99,740	$ 166	$ -	$ 24,334	$ 36,943	$ 8,325	$ 6,587	$ 76,354	77%	121	11	6	13	151	$ 505.66
January-21	$ 98,597	$ 166	$ 21,622	$ 4,503	$ 9,910	$ 5,752	$ 7,134	$ 49,086	50%	120	11	7	13	151	$ 325.07
February-21	$ 97,341	$ 168	$ -	$ 3,875	$ 30,048	$ 4,366	$ 3,852	$ 42,309	43%	121	11	7	12	151	$ 280.20
March-21															
April-21															
May-21															
June-21															
2020-2021	**$ 750,532**	**$ 1,198**	**$ 31,958**	**$ 82,578**	**$ 253,756**	**$ 44,385**	**$ 69,345**	**$ 483,220**	**64%**	**934**	**86**	**47**	**102**	**1,169**	**$ 413.36**

PPO	Total Premium	Capitation + Value	Inpatient Hospital	Outpatient Hospital	Physician	Other	Pharmacy Retail/Mail	TOTAL PAID CLAIMS	Loss Ratio	EE	EE+S	EE+C	EE+F	TOTAL	Claims Cost PEPM
July-20	$ 175,098	$ 395	$ 138,527	$ 17,929	$ 53,249	$ 46,632	$ 137,857	$ 394,590	225%	207	6	6	28	247	$ 1,597.53
August-20	$ 204,731	$ 375	$ 42,569	$ 29,801	$ 71,078	$ 74,148	$ 116,527	$ 334,499	163%	205	6	6	28	245	$ 1,365.30
September-20	$ 195,851	$ 3,134	$ 3,344	$ 22,796	$ 47,110	$ 59,175	$ 135,429	$ 270,989	138%	196	6	5	25	232	$ 1,168.06
October-20	$ 199,705	$ 3,144	$ 1,408	$ 29,333	$ 59,370	$ 52,368	$ 92,585	$ 238,209	119%	202	7	5	24	238	$ 1,000.88
November-20	$ 194,438	$ 428	$ 12,775	$ 27,933	$ 50,201	$ 20,766	$ 136,324	$ 248,428	128%	200	8	7	22	237	$ 1,048.22
December-20	$ 193,990	$ (2,264)	$ 54,480	$ 27,790	$ 43,017	$ 27,508	$ 145,735	$ 296,267	153%	198	8	6	22	234	$ 1,266.10
January-21	$ 187,723	$ 410	$ (373,819)	$ 21,121	$ 32,783	$ 22,714	$ 99,047	$ (197,743)	-105%	196	11	5	18	230	$ (859.75)
February-21	$ 190,080	$ 423	$ 837,001	$ 41,222	$ 39,784	$ 119,935	$ 88,986	$ 1,127,350	593%	196	12	5	18	231	$ 4,880.30
March-21															
April-21															
May-21															
June-21															
2020-2021	**$ 1,541,616**	**$ 6,046**	**$ 716,286**	**$ 217,926**	**$ 396,594**	**$ 423,247**	**$ 952,490**	**$ 2,712,588**	**176%**	**1,600**	**64**	**45**	**185**	**1,894**	**$ 1,432.20**

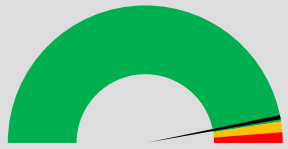
SAMPLE CLIENT
Cigna - ASO Only
Plan Year: January 1, 2020 - December 31, 2020

Sample Self-Insured Claims Dashboard

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

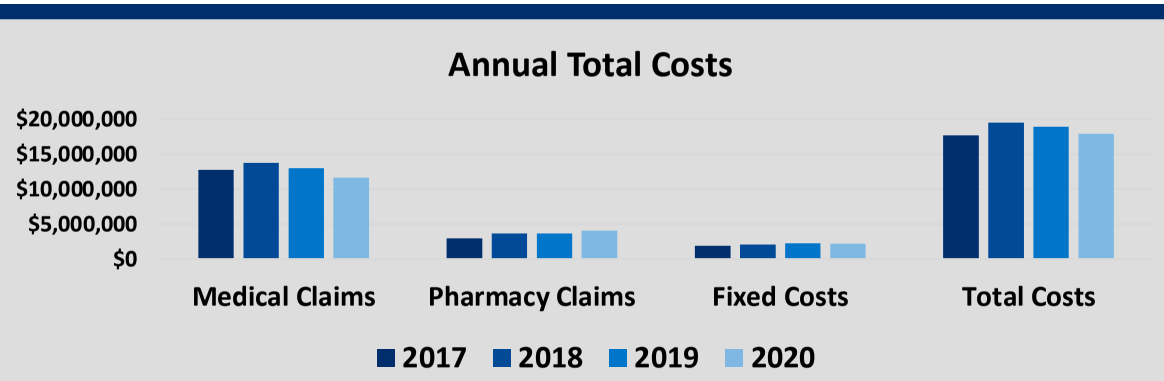
Date	Total Plan Funding	Administration & Network Fees	Stop Loss Fees ($250k/$350k)	Medical Claims	Pharmacy Claims	Actual Paid Claims[1]	Total Plan Cost	Reserve Account	Total EEs	Claims/ EE/ Month
January-20	$ 1,760,891	$ 80,933	$ 119,788	$ 902,528	$ 342,814	$ 1,245,342	$ 1,446,063	$ 314,827	1,696	$ 734.28
February-20	$ 1,752,582	$ 80,599	$ 119,294	$ 1,503,195	$ 253,951	$ 1,757,146	$ 1,957,039	$ (204,458)	1,689	$ 1,040.35
March-20	$ 1,751,034	$ 80,742	$ 119,506	$ 1,208,426	$ 380,649	$ 1,589,074	$ 1,789,323	$ (38,288)	1,692	$ 939.17
April-20	$ 1,756,356	$ 80,838	$ 119,647	$ 627,530	$ 415,574	$ 1,043,104	$ 1,243,589	$ 512,767	1,694	$ 615.76
May-20	$ 1,748,844	$ 80,551	$ 119,223	$ 665,959	$ 342,796	$ 1,008,755	$ 1,208,530	$ 540,314	1,688	$ 597.60
June-20	$ 1,736,761	$ 79,979	$ 118,376	$ 1,053,841	$ 383,094	$ 1,436,936	$ 1,635,290	$ 101,471	1,676	$ 857.36
July-20	$ 1,727,307	$ 79,502	$ 117,670	$ 1,260,804	$ 371,177	$ 1,631,981	$ 1,829,152	$ (101,845)	1,666	$ 979.58
August-20	$ 1,721,881	$ 79,072	$ 117,034	$ 1,167,628	$ 347,532	$ 1,515,160	$ 1,711,266	$ 10,615	1,657	$ 914.40
September-20	$ 1,725,403	$ 79,072	$ 117,034	$ 1,158,853	$ 409,560	$ 1,568,413	$ 1,764,519	$ (39,117)	1,657	$ 946.54
October-20	$ 1,731,447	$ 79,263	$ 117,316	$ 1,166,530	$ 347,207	$ 1,513,737	$ 1,710,317	$ 21,130	1,661	$ 911.34
November-20	$ 1,734,534	$ 79,597	$ 117,811	$ 937,681	$ 470,637	$ 1,408,318	$ 1,605,726	$ 128,808	1,668	$ 844.32
December-20										
							Pharmacy Rebates[2]	$ 900,950		
							Reserve Transfer[3]	$ 92,279		
Annual Total	$ 19,147,040	$ 880,148	$ 1,302,700	$ 11,652,975	$ 4,064,992	$ 15,717,966	$ 17,900,814	$ 2,239,455	18,444	$ 852.20
Rolling 12 Months	$ 20,842,359	$ 960,159	$ 1,412,242	$ 12,840,490	$ 4,407,114	$ 17,247,604	$ 19,620,005	$ 1,222,354	20,150	$ 855.96

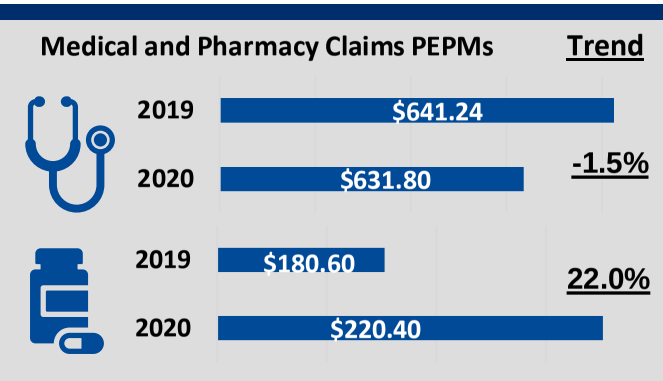
[1] *Actual claims only include claims up to the stop loss limit*
[2] *Pharmacy Rebates paid to xxxxxxxxxxxx in 2020. Rebates are included in Annual Reserve Account Total and excluded from the Rolling 12 Reserve Account Total*
[3] *Reserve Transfer is included in Annual Reserve Account Total and excluded from the Rolling 12 Reserve Account Total*

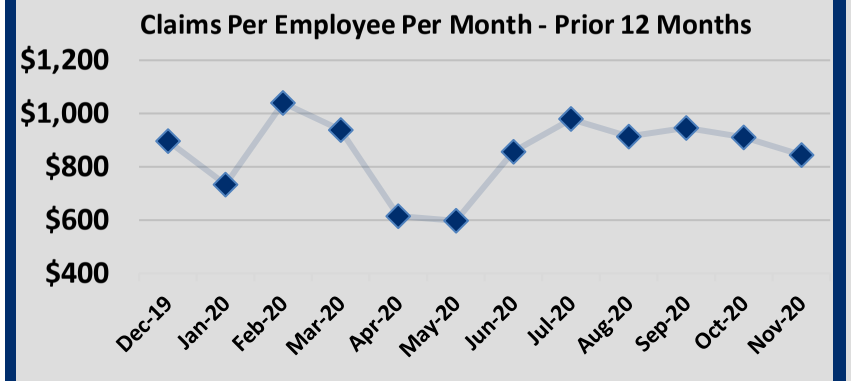


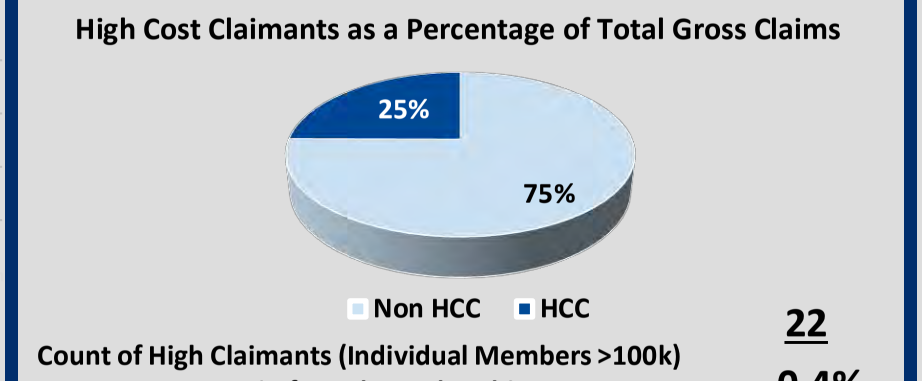
Plan Cost to Funding Ratio

93%









Count of High Claimants (Individual Members >100k) **22**
% of Total Membership **0.4%**

Total Medical/Rx Net Claims PEPM
2019 vs. 2020 Plan Year
3.7% Increase

Average Enrollment Change
-0.9% Decrease

Financial Performance
$2,239,455 Surplus

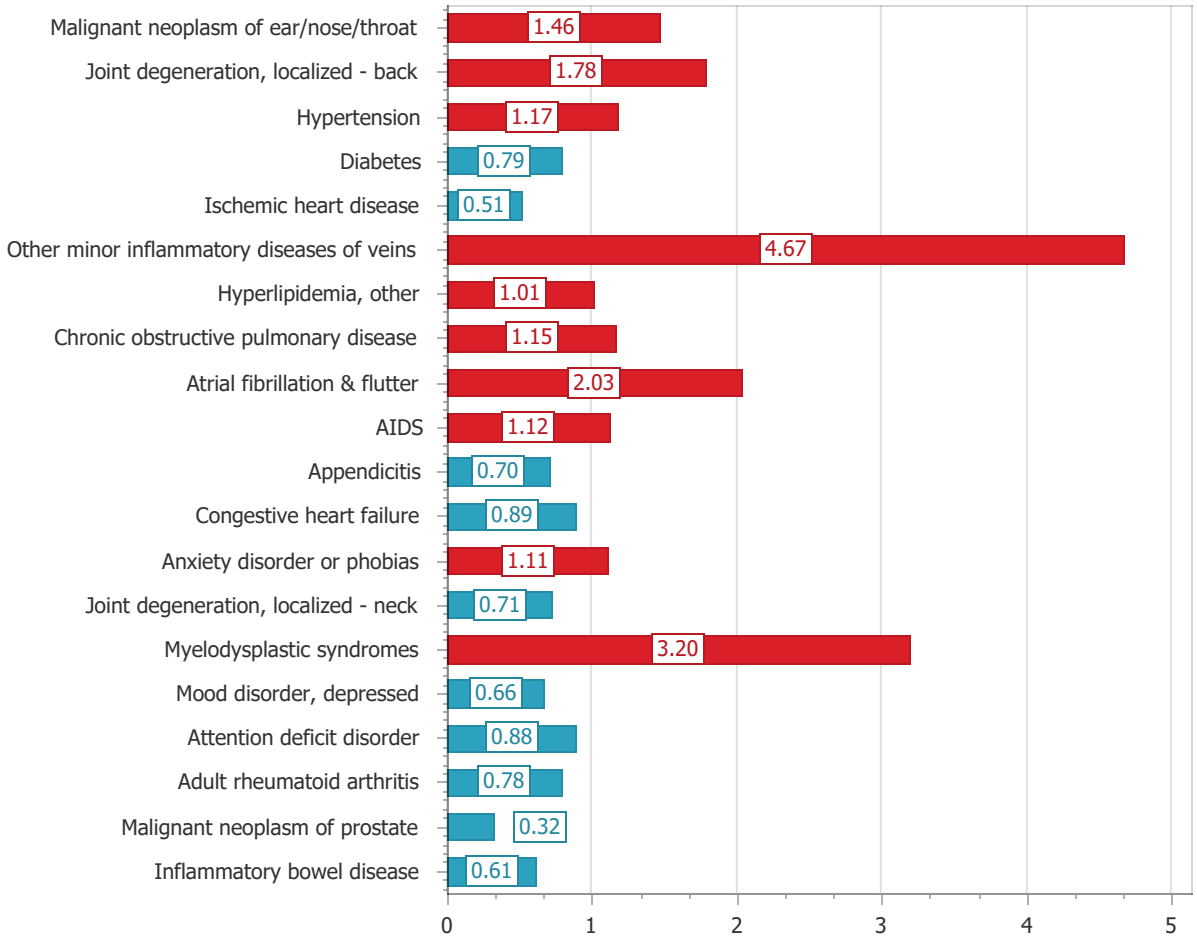
City of Example
High Cost Claimant Summary - Monitoring Claims over $100,000
Tiered Stop Loss Deductible - $250,000/$350,000 (50% Cost Share)
Claims Paid January 1, 2020 through December 31, 2020

GEHRING GROUP®
EMPLOYEE BENEFITS | RISK MANAGEMENT

Claimant #	Relationship	Jan-20	Jan-Feb-20	Jan-Mar-20	Jan-Apr-20	Jan-May-20	Jan-Jun-20	Jan-Jul-20	Jan-Aug-20	Jan-Sep-20	Jan-Oct-20	Jan-Nov-20	Jan-Dec-20	Increase (Prior Month)
1	EMPLOYEE	$ -	$ 147,838	$ 150,927	$ 152,004	$ 152,073	$ 152,091	$ 152,573	$ 152,901	$ 152,974	$ 154,380	$ 154,702	$ 154,792	$ 90
2	CHILD	$ -	$ 108,356	$ 109,041	$ 109,324	$ 109,719	$ 109,856	$ 109,867	$ 109,948	$ 110,023	$ 110,023	$ 110,023	$ 110,023	$ -
3	SPOUSE	$ -	$ 102,642	$ 208,254	$ 232,743	$ 241,080	$ 247,242	**$ 251,263**	**$ 261,263**	**$ 298,685**	**$ 320,746**	**$ 340,173**	**$ 414,729**	$ 74,557
4	CHILD	$ -	$ 118,866	$ 118,494	$ 133,894	$ 249,661	**$ 263,558**	**$ 276,719**	**$ 282,692**	**$ 300,135**	**$ 322,381**	**$ 334,684**	**$ 372,884**	$ 38,200
5	EMPLOYEE	$ -	$ -	$ 125,636	$ 125,774	$ 130,520	$ 132,583	$ 133,631	$ 135,323	$ 137,297	$ 140,251	$ 140,969	$ 142,859	$ 1,890
6	EMPLOYEE	$ -	$ -	$ -	$ 107,959	$ 119,924	$ 199,082	$ 204,366	$ 208,432	$ 213,005	$ 213,060	$ 217,929	$ 219,029	$ 1,100
7	CHILD	$ -	$ -	$ -	$ -	$ 103,204	$ 117,262	$ 134,473	$ 156,525	$ 197,049	$ 217,332	$ 237,948	**$ 255,813**	$ 17,865
8	SPOUSE	$ -	$ -	$ -	$ -	$ 101,782	$ 107,444	$ 120,567	$ 126,860	$ 133,190	$ 150,915	$ 156,258	$ 165,767	$ 9,509
9	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ 100,528	$ 100,779	$ 100,779	$ 100,989	$ 104,810	$ 104,810	$ 105,587	$ 777
10	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ 144,178	$ 197,464	$ 218,161	**$ 263,987**	**$ 303,523**	**$ 359,792**	**$ 383,223**	$ 23,431
11	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ 141,002	$ 154,136	$ 157,757	$ 157,921	$ 158,372	$ 161,491	$ 3,119
12	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ 102,943	$ 118,764	$ 132,201	$ 136,294	$ 155,878	$ 192,219	$ 36,341
13	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 115,742	$ 126,728	$ 212,709	**$ 258,310**	**$ 260,404**	$ 2,094
14	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 113,858	$ 128,949	$ 133,081	$ 133,081	$ 136,042	$ 2,961
15	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 124,909	$ 173,710	$ 173,710	$ 222,406	$ 246,902	$ 24,497
16	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 157,296	$ 157,975	$ 160,254	$ 160,780	$ 526
17	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 129,971	$ 137,268	$ 143,913	$ 162,343	$ 18,430
18	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 104,228	$ 115,801	$ 127,374	$ 138,947	$ 11,573
19	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 115,066	$ 119,177	$ 124,768	$ 5,591
20	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 105,951	$ 106,980	$ 131,510	$ 24,531
21	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 107,150	$ 107,859	$ 709
22	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 101,095	$ 119,217	$ 18,123
23	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 107,546	$ 107,546
24	SPOUSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 102,138	$ 102,138
25	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 119,659	$ 119,659
26	CHILD	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 104,463	$ 104,463
27	EMPLOYEE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 121,392	$ 121,392
Monthly Total		**$ -**	**$ 477,703**	**$ 712,351**	**$ 861,698**	**$ 1,207,963**	**$ 1,573,825**	**$ 1,925,647**	**$ 2,380,293**	**$ 3,018,174**	**$ 3,483,196**	**$ 3,951,276**	**$ 4,822,386**	**$ 871,110**
Estimated Stop Loss		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 6,779**	**$ 13,991**	**$ 21,977**	**$ 56,403**	**$ 98,325**	**$ 151,375**	**$ 278,944**	

Paid Claims totals are shown cumulative from January, 2020. Note: This report contains Proprietary and Confidential Information.
Actual Stop Loss Reimbursements may slightly vary from estimated amounts shown.

Top 20 Conditions: Benchmark Comparison

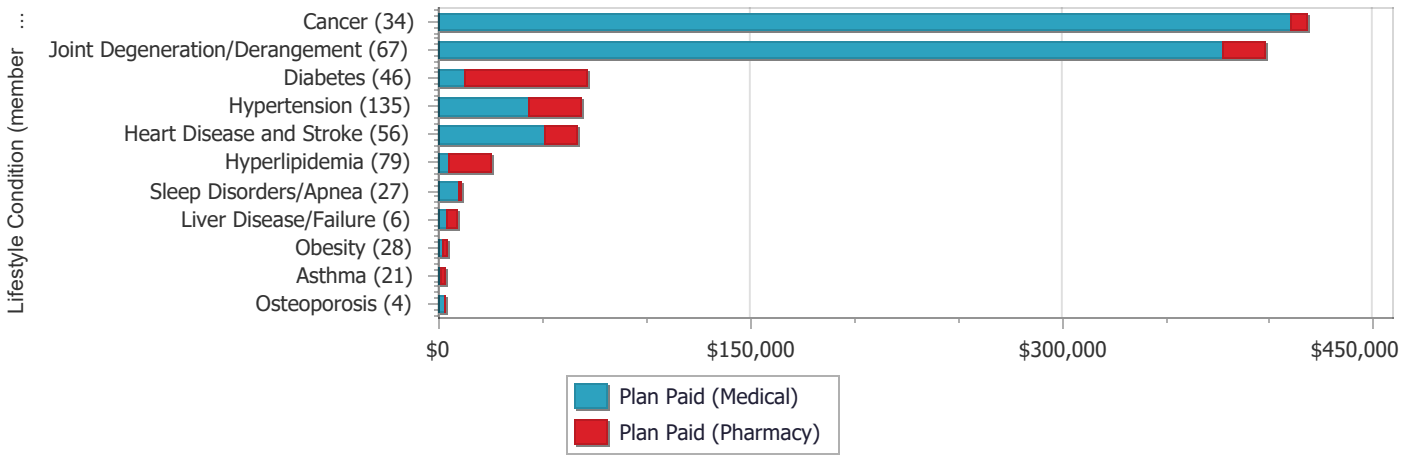


EPISODE	# CLAIMANTS	TOTAL PAID	BENCHMARK SCALE (1 = NORM)	$ OVER OR UNDER ($0 = NORM)
Malignant neoplasm of ear/nose/throat	2	$124,155.24	1.46	$39,322.18
Joint degeneration, localized - back	24	$108,194.73	1.78	$47,561.99
Hypertension	125	$98,969.96	1.17	$14,362.72
Diabetes	30	$81,787.77	0.79	($22,144.53)
Ischemic heart disease	30	$54,851.24	0.51	($52,529.86)
Other minor inflammatory diseases of veins	1	$34,248.47	4.67	$26,915.11
Hyperlipidemia, other	68	$33,010.79	1.01	$217.79
Chronic obstructive pulmonary disease	12	$28,997.34	1.15	$3,853.79
Atrial fibrillation & flutter	10	$28,239.77	2.03	$14,356.36
AIDS	1	$24,737.57	1.12	$2,720.83
Appendicitis	2	$23,226.21	0.70	($9,740.69)
Congestive heart failure	10	$23,122.82	0.89	($2,845.58)
		$1,189,664.72	0.87	($271,810.00)

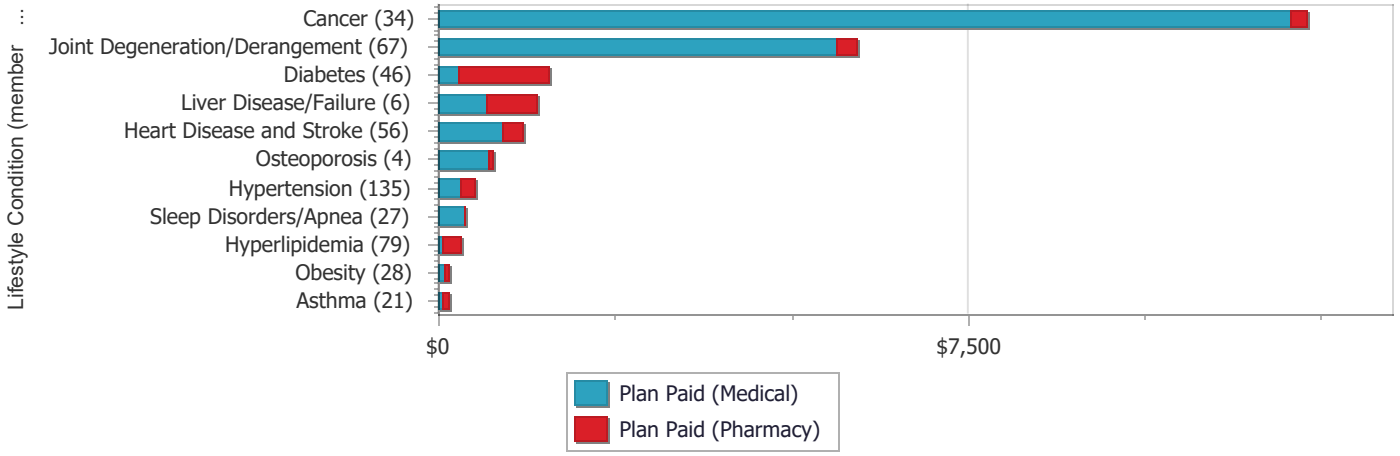
Paid: 10/1/2020 to 5/31/2021

Lifestyle Conditions

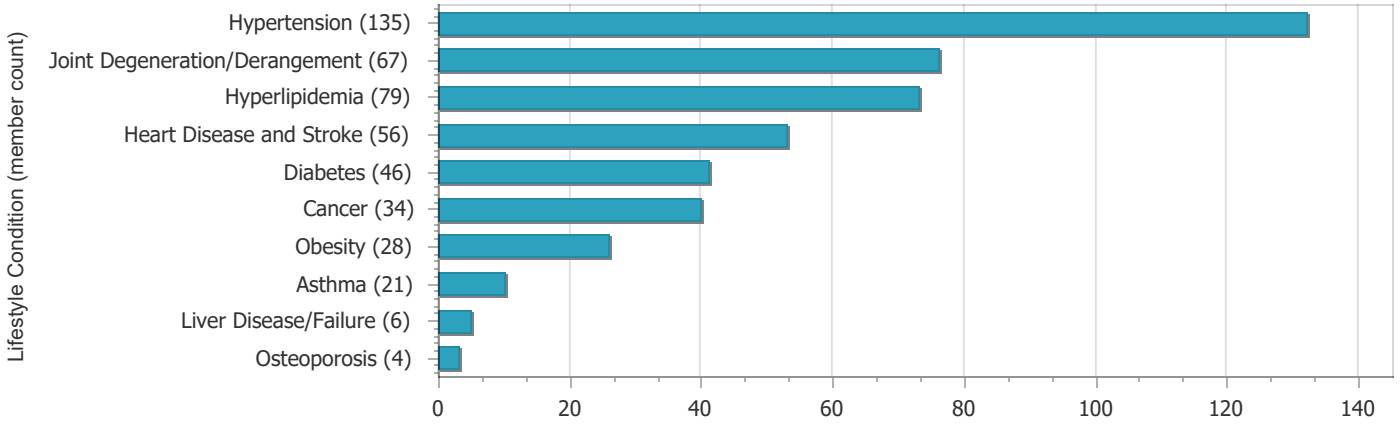
Lifestyle Conditions by Total Paid



Lifestyle Conditions by Average Plan Paid Per Member



Lifestyle Lifestyle Conditions by Prevalence*



*prevalence(n): the total number of episodes of care in a given population.

High Cost Claimant

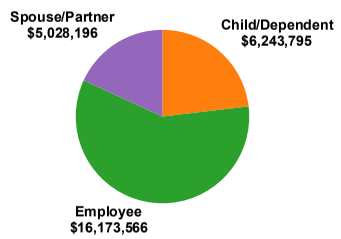
Filters:	Show Only Claimants	Demographic Type	Group Code	Plan Code	Cohort Selection
	Over $100,000	Relationship	All	All	None

SAMPLE CITY - 1,600 Employees

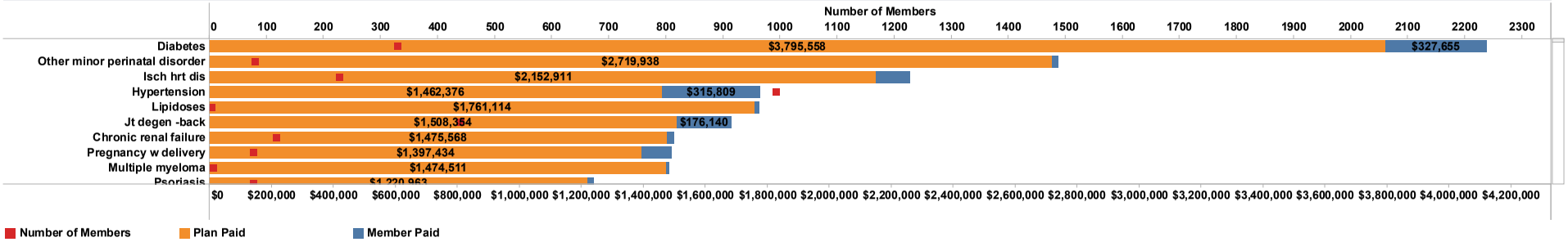
High Cost Member List - *(Only Members Over $100,000) (Red = No Longer Enrolled)*

Member	Gender	Relationshiptype	Currently Enrolled?	Age	Plan Paid	Member Paid	Retrospective Risk	Prospective Risk	Actuarial Risk
Member 1	M	Employee	Yes	54	$1,002,658	$8,640	25	25	25
Member 2	M	Child/Dependent	Yes	0	$960,015	$2,586	25	25	25
Member 3	M	*	No	2	$944,009	$3,800	25	24	23
Member 4	F	Child/Dependent	No	16	$935,639	$7,574	20	20	20
Member 5	F	Child/Dependent	No	18	$843,494	$7,662	20	21	21
Member 6	F	Child/Dependent	No	0	$813,102	$2,500	25	24	24
Member 7	M	Spouse/Partner	Yes	59	$666,604	$5,542	25	25	25
Member 8	M	Employee	Yes	49	$642,602	$3,972	25	24	24
Member 9	M	Employee	Yes	58	$563,855	$11,451	25	24	24
Member 10	F	Employee	No	62	$432,861	$5,712	25	25	25
Member 11	F	Employee	Yes	60	$423,614	$3,251	23	23	22
Member 12	M	Child/Dependent	Yes	20	$378,902	$4,839	21	21	20
Member 13	M	Employee	Yes	43	$376,599	$10,987	25	25	25
Member 14	F	Employee	Yes	57	$340,618	$8,984	22	22	22
Member 15	M	Employee	Yes	69	$323,166	$3,844	19	21	21
Member 16	M	*	No	53	$315,242	$6,591	24	24	24
Member 17	M	Spouse/Partner	Yes	65	$304,930	$6,016	25	25	25

Total Cost by Relationship - *(Only Members Over $100,000)*



Conditions



Incurred Filter On/Off	Incurred Start Date	Incurred End Date	Paid Filter On/Off	Paid Start Date	Paid End Date
On	Jan, 2016	Jan, 2020	Off	Jan, 2016	Mar, 2020

Powered By GEHRING GROUP EMPLOYEE BENEFITS | RISK MANAGEMENT

SAMPLE SELF INSURED CLAIMS EXPERIENCE REPORT

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Medical Claims Experience
Report January 1, 20XX - Current

PLAN TOTAL COMBINED	Monthly Funding	In-Network	Out-of-Network	Capitation	Pharmacy	Total Claims	Cigna ASO Payment	Individual Stop Loss Premium	Aggregate Stop Loss Premium	Total Plan Cost	Surplus/ (Deficit)	Loss Ratio	EE	EE+1	EE+F	Total	Claims/EE/ Month
January-XX	**$ 389,889**	$ 353,092	$ 426	$ 13,736	$ 22,352	$ 389,607	$ 22,641	$ 68,602	$ 3,903	$ 484,753	$ (94,864)	99.9%	126	78	136	**340**	$ 1,145.90
February-XX	**$ 389,758**	$ 207,696	$ (1,086)	$ 14,590	$ 40,825	$ 262,025	$ 22,575	$ 68,400	$ 3,892	$ 356,892	$ 32,866	67.2%	126	75	138	**339**	$ 772.94
March-XX	**$ 390,456**	$ 322,718	$ 1,460	$ 14,535	$ 57,956	$ 396,669	$ 22,641	$ 68,602	$ 3,903	$ 491,814	$ (101,358)	101.6%	127	75	138	**340**	$ 1,166.67
April-XX	**$ 386,941**	$ 184,200	$ 2,468	$ 14,644	$ 79,638	$ 280,950	$ 22,441	$ 67,996	$ 3,869	$ 375,256	$ 11,686	72.6%	126	74	137	**337**	$ 833.68
May-XX	**$ 385,266**	$ 248,362	$ 635	$ 14,464	$ 81,035	$ 344,497	$ 22,441	$ 67,996	$ 3,869	$ 438,802	$ (53,536)	89.4%	127	75	135	**337**	$ 1,022.24
June-XX	**$ 390,629**	$ 294,583	$ 1,378	$ 14,742	$ 84,306	$ 395,010	$ 22,705	$ 68,804	$ 3,915	$ 490,434	$ (99,805)	101.1%	126	80	135	**341**	$ 1,158.39
July-XX	**$ 385,612**	$ 173,423	$ 1,245	$ 14,650	$ 90,287	$ 279,604	$ 22,572	$ 68,400	$ 3,892	$ 374,468	$ 11,144	72.5%	127	81	131	**339**	$ 824.79
August-XX	**$ 388,991**	$ 293,427	$ 386	$ 14,292	$ 92,804	$ 400,909	$ 22,772	$ 69,005	$ 3,926	$ 496,612	$ (107,621)	103.1%	129	80	133	**342**	$ 1,172.25
September-XX	**$ 386,752**	$ 176,929	$ (230)	$ 15,291	$ 95,748	$ 287,738	$ 22,639	$ 68,602	$ 3,903	$ 382,881	$ 3,871	74.4%	128	80	132	**340**	$ 846.29
October-XX	**$ 383,810**	$ 290,123	$ 44	$ 15,454	$ 101,483	$ 407,103	$ 22,506	$ 68,198	$ 3,880	$ 501,688	$ (117,878)	106.1%	127	81	130	**338**	$ 1,204.45
November-XX	**$ 388,284**	$ 398,281	$ 695	$ 19,605	$ 81,620	$ 500,202	$ 22,840	$ 69,207	$ 3,938	$ 596,186	$ (207,902)	128.8%	130	82	131	**343**	$ 1,458.31
December-XX	**$ 388,284**	$ 326,466	$ 427	$ 14,483	$ 106,719	$ 448,095	$ 22,840	$ 69,207	$ 3,938	$ 544,080	$ (155,795)	115.4%	130	82	131	**343**	$ 1,306.40
20XX Plan Year	**$ 4,654,674**	**$ 3,269,300**	**$ 7,847**	**$ 180,487**	**$ 934,775**	**$ 4,392,409**	**$ 271,612**	**$ 823,020**	**$ 46,827**	**$ 5,533,867**	**$ (879,193)**	**94.4%**	**1,529**	**943**	**1,607**	**4,079**	**$ 1,076.83**

**Actual claims only include claims up to the Stop Loss limit*

Sample County
Claims Experience Report - Florida Blue
2018 - 2019 Plan Year

SAMPLE MINIMUM PREMIUM CLAIMS EXPERIENCE

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Base BO Plan	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation[1]	EE	EE+F	Total	Claims PEPM
October-18	$ 311,533	$ 80,763	$ 55,012	$ 8,844	$ 42,491	**$ 187,110**	$ 25,620	$ 31,721	$ 244,451	**$ 67,082**	412	76	**488**	$ 383.42
November-18	$ 313,742	$ 56,448	$ 59,599	$ 6,362	$ 44,471	**$ 166,880**	$ 25,778	$ 31,956	$ 224,613	**$ 89,129**	414	77	**491**	$ 339.88
December-18	$ 318,713	$ 37,347	$ 40,577	$ 9,547	$ 31,521	**$ 118,993**	$ 26,198	$ 32,457	$ 177,648	**$ 141,065**	421	78	**499**	$ 238.46
January-19	$ 318,161	$ 23,946	$ 23,108	$ 6,992	$ 50,678	**$ 104,725**	$ 26,198	$ 32,384	$ 163,306	**$ 154,855**	422	77	**499**	$ 209.87
February-19	$ 317,056	$ 20,707	$ 12,321	$ 6,501	$ 37,513	**$ 77,042**	$ 26,093	$ 32,277	$ 135,411	**$ 181,645**	420	77	**497**	$ 155.01
March-19	$ 314,294	$ 26,065	$ 12,924	$ 9,019	$ 34,506	**$ 82,514**	$ 25,830	$ 32,009	$ 140,353	**$ 173,941**	415	77	**492**	$ 167.71
April-19	$ 317,056	$ 21,394	$ 14,910	$ 6,951	$ 35,040	**$ 78,295**	$ 25,988	$ 32,317	$ 136,599	**$ 180,457**	416	79	**495**	$ 158.17
May-19	$ 319,818	$ 49,349	$ 19,849	$ 8,573	$ 53,250	**$ 131,021**	$ 26,145	$ 32,625	$ 189,791	**$ 130,027**	417	81	**498**	$ 263.09
June-19	$ 320,370	$ 139,732	$ 34,314	$ 7,995	$ 22,039	**$ 204,080**	$ 26,198	$ 32,679	$ 262,956	**$ 57,415**	418	81	**499**	$ 408.98
July-19	$ 317,609	$ 76,403	$ 41,630	$ 13,137	$ 41,740	**$ 172,910**	$ 25,988	$ 32,391	$ 231,289	**$ 86,320**	415	80	**495**	$ 349.31
August-19	$ 318,713	$ 33,115	$ 27,590	$ 17,176	$ 38,625	**$ 116,506**	$ 26,093	$ 32,498	$ 175,097	**$ 143,617**	417	80	**497**	$ 234.42
September-19	$ 321,475	$ 113,681	$ 40,507	$ 13,976	$ 29,798	**$ 197,962**	$ 26,355	$ 32,765	$ 257,083	**$ 64,392**	422	80	**502**	$ 394.35
2018-2019	**$ 3,808,541**	**$ 678,950**	**$ 382,343**	**$ 115,073**	**$ 461,672**	**$ 1,638,038**	**$ 312,480**	**$ 388,078**	**$ 2,338,596**	**$ 1,469,945**	**5,009**	**943**	**5,952**	**$ 275.21**
Single	$ 552.36						$ 52.50	$ 53.52						
Family	$ 1,104.74						$ 52.50	$ 127.25						

Buy-Up BO Plan	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation[1]	EE	EE+F	Total	Claims PEPM
October-18	$ 176,817	$ 132,764	$ 29,524	$ 21,769	$ 47,223	**$ 231,279**	$ 12,495	$ 16,645	$ 260,420	**$ (83,602)**	185	53	**238**	$ 971.76
November-18	$ 175,602	$ 90,696	$ 26,973	$ 14,685	$ 46,310	**$ 178,665**	$ 12,443	$ 16,518	$ 207,625	**$ (32,023)**	185	52	**237**	$ 753.86
December-18	$ 175,602	$ 78,279	$ 82,439	$ 8,413	$ 48,595	**$ 217,726**	$ 12,443	$ 16,518	$ 246,686	**$ (71,084)**	185	52	**237**	$ 918.67
January-19	$ 172,564	$ 127,769	$ 33,637	$ 6,426	$ 51,410	**$ 219,242**	$ 12,338	$ 16,190	$ 247,769	**$ (75,205)**	186	49	**235**	$ 932.94
February-19	$ 173,172	$ 27,352	$ 21,495	$ 8,311	$ 45,347	**$ 102,504**	$ 12,443	$ 16,223	$ 131,170	**$ 42,002**	189	48	**237**	$ 432.51
March-19	$ 174,387	$ 124,865	$ 26,370	$ 4,955	$ 34,054	**$ 190,245**	$ 12,495	$ 16,351	$ 219,090	**$ (44,703)**	189	49	**238**	$ 799.35
April-19	$ 177,425	$ 156,462	$ 25,251	$ 3,768	$ 45,920	**$ 231,401**	$ 12,705	$ 16,638	$ 260,744	**$ (83,319)**	192	50	**242**	$ 956.20
May-19	$ 179,856	$ 55,741	$ 29,622	$ 7,399	$ 49,419	**$ 142,181**	$ 12,810	$ 16,893	$ 171,884	**$ 7,972**	192	52	**244**	$ 582.71
June-19	$ 181,678	$ 81,324	$ 66,402	$ 9,477	$ 38,247	**$ 195,450**	$ 12,915	$ 17,074	$ 225,439	**$ (43,760)**	193	53	**246**	$ 794.51
July-19	$ 178,640	$ 80,555	$ 44,881	$ 15,015	$ 34,602	**$ 175,054**	$ 12,653	$ 16,806	$ 204,513	**$ (25,872)**	188	53	**241**	$ 726.37
August-19	$ 179,248	$ 57,458	$ 36,680	$ 15,322	$ 35,000	**$ 144,460**	$ 12,653	$ 16,880	$ 173,992	**$ 5,256**	187	54	**241**	$ 599.42
September-19	$ 178,033	$ 57,699	$ 18,870	$ 8,477	$ 32,425	**$ 117,471**	$ 12,548	$ 16,773	$ 146,791	**$ 31,242**	185	54	**239**	$ 491.51
2018-2019	**$ 2,123,024**	**$ 1,070,965**	**$ 442,142**	**$ 124,018**	**$ 508,552**	**$ 2,145,677**	**$ 150,938**	**$ 199,509**	**$ 2,496,124**	**$ (373,099)**	**2,256**	**619**	**2,875**	**$ 746.32**
Single	$ 607.62						$ 52.50	$ 53.52						
Family	$ 1,215.24						$ 52.50	$ 127.25						

TOTAL	Funding	Hospital	Physician	Other	Pharmacy	Total Paid Claims	ASO Fees	Stop Loss Fees	Total Plan Cost	Reserve Accumulation[1]	EE	EE+F	Total	Claims PEPM
October-18	$ 488,350	$ 213,527	$ 84,536	$ 30,613	$ 89,714	**$ 418,389**	$ 38,115	$ 48,367	$ 504,871	**$ (16,521)**	597	129	**726**	$ 576.29
November-18	$ 489,344	$ 147,144	$ 86,572	$ 21,047	$ 90,781	**$ 345,544**	$ 38,220	$ 48,474	$ 432,238	**$ 57,106**	599	129	**728**	$ 474.65
December-18	$ 494,315	$ 115,626	$ 123,016	$ 17,961	$ 80,116	**$ 336,719**	$ 38,640	$ 48,976	$ 424,335	**$ 69,981**	606	130	**736**	$ 457.50
January-19	$ 490,725	$ 151,716	$ 56,745	$ 13,418	$ 102,088	**$ 323,967**	$ 38,535	$ 48,574	$ 411,075	**$ 79,650**	608	126	**734**	$ 441.37
February-19	$ 490,228	$ 48,059	$ 33,816	$ 14,812	$ 82,859	**$ 179,546**	$ 38,535	$ 48,500	$ 266,581	**$ 223,647**	609	125	**734**	$ 244.61
March-19	$ 488,681	$ 150,930	$ 39,294	$ 13,975	$ 68,560	**$ 272,759**	$ 38,325	$ 48,360	$ 359,443	**$ 129,238**	604	126	**730**	$ 373.64
April-19	$ 494,481	$ 177,857	$ 40,161	$ 10,719	$ 80,959	**$ 309,696**	$ 38,693	$ 48,955	$ 397,344	**$ 97,138**	608	129	**737**	$ 420.21
May-19	$ 499,674	$ 105,090	$ 49,471	$ 15,972	$ 102,669	**$ 273,202**	$ 38,955	$ 49,518	$ 361,675	**$ 137,999**	609	133	**742**	$ 368.20
June-19	$ 502,049	$ 221,056	$ 100,715	$ 17,472	$ 60,287	**$ 399,530**	$ 39,113	$ 49,752	$ 488,395	**$ 13,654**	611	134	**745**	$ 536.28
July-19	$ 496,249	$ 156,958	$ 86,511	$ 28,152	$ 76,343	**$ 347,965**	$ 38,640	$ 49,197	$ 435,801	**$ 60,448**	603	133	**736**	$ 472.78
August-19	$ 497,961	$ 90,573	$ 64,270	$ 32,498	$ 73,625	**$ 260,966**	$ 38,745	$ 49,378	$ 349,089	**$ 148,872**	604	134	**738**	$ 353.61
September-19	$ 499,508	$ 171,380	$ 59,377	$ 22,453	$ 62,223	**$ 315,433**	$ 38,903	$ 49,538	$ 403,874	**$ 95,634**	607	134	**741**	$ 425.69
Estimated Stop Loss Reimbursement (Claims Exceeding $200,000)										**$ 35,649**				
2018-2019	**$ 5,931,565**	**$ 1,749,915**	**$ 824,485**	**$ 239,091**	**$ 970,224**	**$ 3,783,715**	**$ 463,418**	**$ 587,587**	**$ 4,834,720**	**$ 1,132,494**	**7,265**	**1,562**	**8,827**	**$ 428.65**

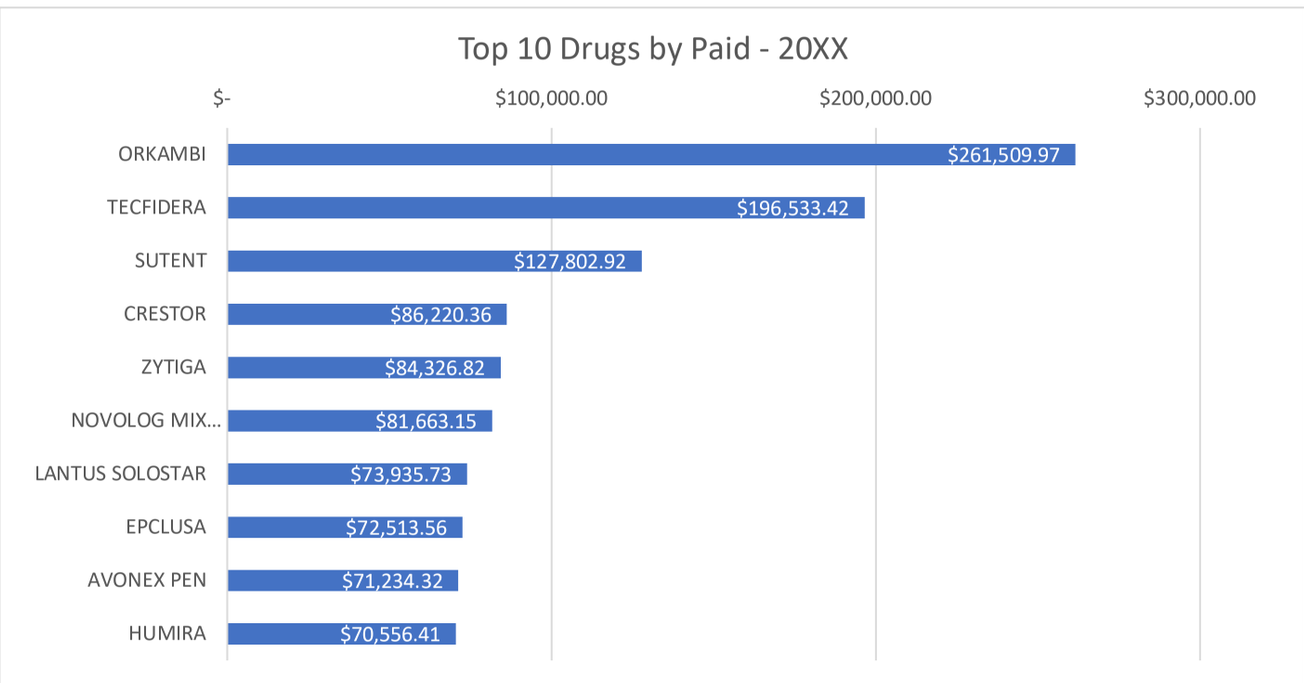
(1) Reserves for Rolling 12 Months excludes Stop Loss Reimbursement.

Sample Client
Claims Experience Detail
Paid Period: January - December 20XX

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

Top 10 Drugs - 20XX Calendar Year

Rank By Paid	Name	Plan Paid	Prior	Change	# Rx	# Members	Average Cost/Member	Condition
1	ORKAMBI	$ 261,509.97	$ 121,635.90	115%	13	1	$ 261,509.97	Cystic Fibrosis
2	TECFIDERA	$ 196,533.42	$ 184,304.46	7%	33	3	$ 65,511.14	Multiple Sclerosis
3	SUTENT	$ 127,802.92	$ 69,633.29	84%	9	1	$ 127,802.92	Renal/Gastro/Pancreatic Cancer
4	CRESTOR	$ 86,220.36	$ 96,376.37	-11%	361	77	$ 1,119.74	High Cholesterol
5	ZYTIGA	$ 84,326.82	$ 40,138.74	110%	10	1	$ 84,326.82	Prostate Cancer
6	NOVOLOG MIX 70/30 PREFILLED FLEXPEN	$ 81,663.15	$ 77,917.86	5%	67	14	$ 5,833.08	Diabetes
7	LANTUS SOLOSTAR	$ 73,935.73	$ 84,196.65	-12%	168	28	$ 2,640.56	Diabetes
8	EPCLUSA	$ 72,513.56	$ -	0%	3	1	$ 72,513.56	Hepatitis C
9	AVONEX PEN	$ 71,234.32	$ 58,777.95	21%	13	1	$ 71,234.32	Multiple Sclerosis
10	HUMIRA	$ 70,556.41	$ 69,473.90	2%	9	1	$ 70,556.41	Rheumatoid Arthritis
	Top 10 Drugs	**$ 1,126,296.66**	**$ 802,455.12**					
	All Other	**$ 3,327,155.03**	**$ 3,351,428.42**					
	% of Total Rx Claims	**25%**	**19%**					
	% of Total Claims	**8%**	**5%**					



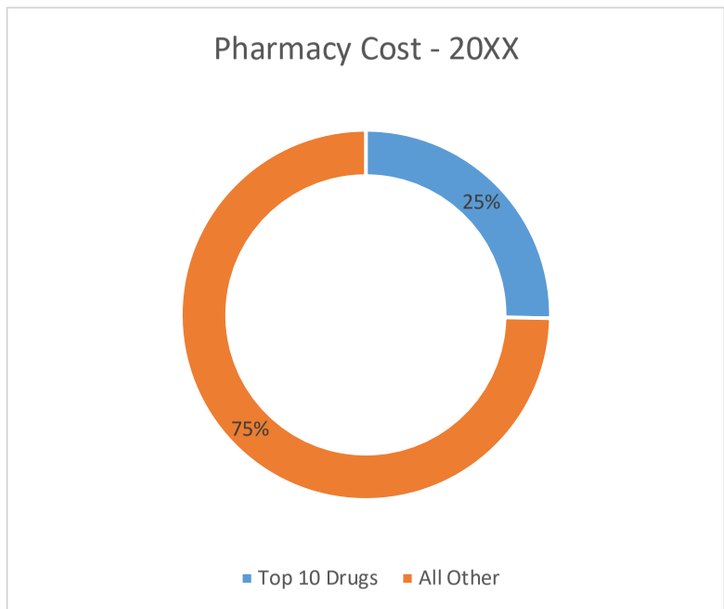


Exhibit D
Sample Client Seminar/Webinar

Back to School!

Fall Legislative and Regulatory Update



Presented by:

Ben Conley

Seyfarth Shaw LLP

GEHRING GROUP
A RISK STRATEGIES COMPANY

Back to School!

Fall Legislative and Regulatory Update

Presented by:
Ben Conley
Seyfarth Shaw LLP

1

1



- Homeroom
- Public Safety Officer Support Act
- Snack Time
- Inflation Reduction Act
- Recess
- Regulatory Update on NSA & Transparency & Others
- Dismissal Bell

2

Public Safety Officer Support Act

- Expands existing Public Safety Officers Benefits Program
- New law covers first responders who:
  - Die from suicide
  - Are permanently disabled due to traumatic service-related experiences

3

Public Safety Officer Support Act

- Public Safety Officers' Benefits Program – Refresher:
  - Provides death & education benefits to survivors of deceased law enforcement officers, firefighters & first responders
    - One time death benefit
    - One time disability benefit
    - Support for higher education of deceased first responders
  - Administered by Bureau of Justice Assistance (sub-agency of DOJ)

4

Public Safety Officer Support Act

- Effective date: Retroactive to January 1, 2019
  - (Intended to also pick up claims stemming from January 6th incident)

5

Inflation Reduction Act

- Background:
  - Key centerpiece of Biden Domestic Agenda related to climate change
  - Originally called "Build Back Better"
  - Efforts derailed earlier in 2022

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Inflation Reduction Act

- Key provisions:
  - 15% minimum corporate tax
  - Prescription drug price reform
  - Increased IRS funding
  - ACA subsidy extension
  - **Significant energy investments**

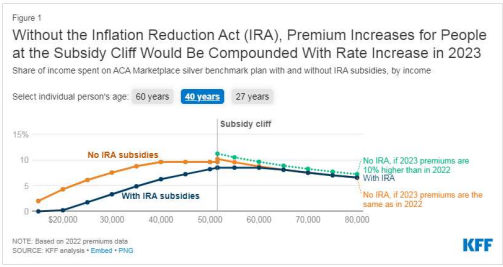
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Inflation Reduction Act – Healthcare Provisions

- ACA subsidy extension
  - Originally enacted through ARPA
    - Raises income "cap" on subsidy eligibility (from approximately $52k to approximately $106k for a family of 4)
    - Increase premium assistance for nearly 90% of Marketplace enrollees
  - Scheduled to expire at the end of 2022
- IRA extends assistance for three more years (through 2025)

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Inflation reduction Act – HealthCare Provisions



9

Inflation Reduction Act – Healthcare Provisions

- Requires federal government to negotiate prices for certain drugs covered under Medicare
- Requires Rx companies to pay rebates if prices for drugs used by Medicare beneficiaries outstrip inflation
- Reduces cost-sharing for Part D program
- Caps monthly insulin cost to $35 for persons with Medicare
- Eliminates cost-sharing for adult vaccines in Part D program
- Delays Trump Admin drug rebate rule

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Inflation Reduction Act



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Number of Medicare Beneficiaries Potentially Affected by Selected Provisions in the Inflation Reduction Act

Provision	Eliminating the 5% coinsurance requirement for Medicare Part D catastrophic coverage	Capping out-of-pocket drug costs in Medicare Part D at $2,000	Eliminating cost sharing for adult vaccines covered under Medicare Part D	Expanding eligibility for full benefits for Medicare Part D Low-Income Subsidies up to 150% FPL
Number of Medicare Part D enrollees in 2020	**1.3 million*** had spending above the catastrophic coverage threshold	**1.4 million*** had annual out-of-pocket drug spending of $2,000 or more	**4.1 million** received a vaccine covered under Part D	**0.4 million** received partial benefits under the Low-Income Subsidy program

NOTE: *Reflects Part D enrollees without low-income subsidies. Estimates of beneficiaries potentially affected by these provisions are likely to be conservative because they are based on 2020 data and do not reflect increases in drug spending from 2020 to the year of implementation, growth in the population, or any increase in drug use and spending attributable to reduced financial barriers.
SOURCE: KFF, "How Would the Prescription Drug Provisions in the Senate Reconciliation Proposal Affect Medicare Beneficiaries?" July 2022.

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Inflation Reduction Act

HHS Secretary negotiates Medicare drug prices	**$98.5b** savings
Drug manufacturer rebates for price increases above inflation	**$63.2b** savings[1]
Medicare Part D benefit redesign	**$30.0b** spending[2]
Cap on Part D premium growth for 2024-2029	Not scored separately
$35 monthly copay cap for insulin in Medicare Part D	**$5.1b** spending[3]
Expand income eligibility for Medicare Part D LIS full benefits	**$2.2b** spending
Eliminate cost sharing for adult vaccines in Medicare Part D	**$4.4b** spending
Improve adult vaccine access in Medicaid & CHIP	**$2.5b** spending
Delays the Trump Administration's drug rebate rule	**$122.2b** savings (2027-31)
Overall Budget Effects, 2022-2031[4]	**$236.6b** federal deficit reduction

CBO estimates that under the Inflation Reduction Act, the number of new drugs coming to the U.S. market would be reduced by about 1 drug between 2023-2032, about 5 drugs over the next decade, and about 7 drugs over the decade after that (of an estimated 1,300 drugs expected to be approved over the next 30 years).

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Inflation Reduction Act – Healthcare Provisions

- No direct impact on employer plans
  - Provision limiting insulin cost for non-Medicare plans block from advancing
- Indirect impact?
  - Price impact?
    - American Benefits Council projects Rx manufacturers will shift cost to employer plans
    - KFF says rebate provisions will have flow-through benefits to employer plans
  - Drug innovation?
    - CBO estimates 1% reduction in new drugs coming to market over the next 30 years

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NSA & Transparency Updates

- *Notices*
  - NSA Notice & Transparency in Coverage machine-readable file notice obligation can be satisfied by posting on TPA/Carrier website
  - Must use updated notice by 2023
  - Still requires a contractual arrangement with TPA/Carrier to take advantage of this guidance
  - NSA "public posting" obligation still creates uncertainty
- *Clarifications on Reference-Based Pricing Plans & Network-Only Plans*
  - NSA still applies in both settings with few exceptions:
    - If no network, then provisions relating to non-network providers in network facility are N/A
    - If no coverage for non-emergency air ambulance, then no obligations for non-network non-emergency air ambulance

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Copay Maximizer Programs

- *What are they?*
  - Allows plan sponsor to maximize value of Rx manufacturer coupon
  - Common "brands" include SaveonSP, PrudentRx
- *What are the risks?*
  - Integration with HDHP/HSAs
  - State insurance regulations
  - *J&J v. SaveonSP*
  - ERISA, generally

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Questions?

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Exhibit E
Sample Employee Benefit Newsletters

October 25, 2022



The IRS released the final 2022 forms for reporting under Internal Revenue Code (Code) Sections 6055 and 6056.

- **2022 Forms 1094-B and 1095-B** are the forms that will be used by providers of minimum essential coverage (MEC), including self-insured plan sponsors that are not applicable large employers (ALEs), to report under Section 6055.
- **2022 Forms 1094-C and 1095-C** are the forms that will be used by ALEs to report under Section 6056, as well as for combined Section 6055 and 6056 reporting by ALEs who sponsor self-insured plans.

The IRS revised Form 1095-B to remove references to the individual mandate penalty in the "Instructions for Recipients" section. No other substantive changes were made to the final forms for 2022 reporting. Final instructions have not been released yet. However, draft instructions (for Forms 1094-B and 1095-B, as well as for Forms 1094-C and 1095-C) are available, which include updated penalty maximums for 2022.

Furnishing Deadline Extension

A proposed rule issued in late 2021 extended the annual furnishing deadlines under Sections 6055 and 6056 for an additional 30 days. Reporting entities may rely on this proposed rule even though it has not been finalized. Due to this extension, **individual statements for 2022 must be furnished by March 2, 2023**. Reporting entities are encouraged to furnish statements to individuals as soon as they are able.

Important Dates

Feb. 28, 2023 – Paper IRS returns for 2022 must be filed by this date.

March 2, 2023 – Individual statements for 2022 must be furnished by this date.

March 31, 2023 – Electronic IRS returns for 2022 must be filed by this date.

No major substantive changes were made to the forms for 2022 reporting.

GEHRING GROUP
A RISK STRATEGIES COMPANY

June 3, 2022

COMPLIANCE UPDATE

PCORI Fees Due August 1, 2022

The Internal Revenue Service (IRS) has issued Notice 2022-04 to increase the Patient-Centered Outcomes Research Institute (PCORI) fee amount for plan years ending on or after Oct. 1, 2021, and before Oct. 1, 2022. The updated PCORI fee amount is **$2.79** multiplied by the average number of lives covered under the plan. The IRS chart of filing due dates and applicable rates for the upcoming filing deadline is as follows:

Policy or Plan Ending Date in month of:	File return no later than:	Applicable rate:
January 2021	July 31, 2022	$2.66
February 2021	July 31, 2022	$2.66
March 2021	July 31, 2022	$2.66
April 2021	July 31, 2022	$2.66
May 2021	July 31, 2022	$2.66
June 2021	July 31, 2022	$2.66
July 2021	July 31, 2022	$2.66
August 2021	July 31, 2022	$2.66
September 2021	July 31, 2022	$2.66
October 2021	July 31, 2022	$2.79
November 2021	July 31, 2022	$2.79
December 2021	July 31, 2022	$2.79

PCORI Fees Background

The PCORI fee was created by the Affordable Care Act (ACA) and first applied for plan years or policy years ending after Sept. 30, 2012. The fee is imposed on health insurance issuers and self-insured plan sponsors to fund comparative effectiveness research.

These fees were originally scheduled to expire for plan or policy years ending on or after Oct. 1, 2019. However, a federal spending bill enacted at the end of 2019 extended the PCORI fees for an additional 10 years. As a result, the PCORI fee will apply through the plan or policy year ending before Oct. 1, 2029.

Highlights

Covered Plans

The PCORI fees generally apply to insurance policies providing accident and health coverage and self-insured group health plans including HRAs.

IRS Form 720

Issuers and plan sponsors must report and pay the PCORI fees annually on IRS Form 720 (Quarterly Federal Excise Tax Return).

Issuers or plan sponsors that file Form 720 only to report the PCORI fee do not need to file Form 720 for the first, third or fourth quarter of the year.

Payment Deadline

PCORI fees are due for plan or policy years ending in 2021 on **Aug. 1, 2022.**

Payment Deadline

PCORI fees are reported and paid annually on IRS Form 720 (Quarterly Federal Excise Tax Return). These fees are due each year by July 31 of the year following the last day of the plan year. For plans ending in 2021, the next PCORI fee payment will be due **Aug. 1, 2022**, since July 31, 2022, is a Sunday. Covered employers should have reported and paid PCORI fees for 2020 by Aug. 2, 2021 (since July 31, 2021, was a Saturday).

Calculating the PCORI Fee

The PCORI fees are calculated based on the average number of covered lives under the plan or policy. This generally includes employees and their enrolled spouses and dependents, unless the plan is an HRA or FSA. Final rules outline a number of alternatives for issuers and plan sponsors to determine the average number of covered lives.

This Compliance Update is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

NEWS BRIEF

GEHRING GROUP
A RISK STRATEGIES COMPANY

Third Round of Free COVID-19 Tests Are Now Available

May 20, 2022

The U.S. government announced on May 16 that it has obtained the funding for another round of free COVID-19 tests for U.S. households.

This is the third round of free at-home tests to become available from the federal government. The first round of free tests, which were delivered in January and February, brought four free COVID-19 tests to each requested household. In March, four more COVID-19 tests were offered in the second round of free testing.

Intending to provide quicker access to testing for American families, the federal government has doubled the number of COVID-19 tests available to each household in this round of free testing.

"As the highly transmissible subvariants of Omicron drive a rise in cases in parts of the country, free and accessible tests will help slow the spread of the virus," according to a White House fact sheet.

The announcement comes as COVID-19 cases and hospitalizations begin to rise once again. According to the National Public Radio, COVID-19 infections have risen 60% in the last two weeks.

With greater access to free testing, the White House hopes to reduce infection rates and subsequent hospitalizations throughout the country.

Information on how to receive this round of free COVID-19 test kits can be found here.

Intending to provide quicker access to testing for American families, the federal government has doubled the number of COVID-19 tests available to each household in this round of free testing.

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GEHRING GROUP
A DIVISION OF RISK STRATEGIES

February 25, 2022

COMPLIANCE UPDATE

Reminder: Medicare Part D Disclosures due by March 1, 2022 for Calendar Year Plans

Group health plan sponsors are required to complete an online disclosure form with the Centers for Medicare & Medicaid Services (CMS) on an annual basis and at other select times, indicating whether the plan's prescription drug coverage is creditable or non-creditable.

This disclosure requirement applies when an employer-sponsored group health plan provides prescription drug coverage to individuals who are eligible for coverage under Medicare Part D.

The plan sponsor must complete the online disclosure **within 60 days after the beginning of the plan year**. For calendar year health plans, the deadline for the annual online disclosure is **March 1, 2022**.

Action Steps

To determine whether the CMS reporting requirement applies, employers should verify whether their group health plans cover any Medicare-eligible individuals (including active employees, disabled employees, COBRA participants, retirees, and their covered spouses and dependents) at the start of each plan year.

Employers that are required to report to CMS should work with their advisors to determine whether their prescription drug coverage is creditable or non-creditable. They should also visit CMS' creditable coverage website, which includes links to the online disclosure form and related instructions.

Important Dates

March 1, 2022
Deadline for sponsors of calendar year plans to complete an online disclosure form with CMS.

October 14, 2022
Deadline for group health plan sponsors to provide creditable coverage disclosures to Medicare-eligible individuals.

Each year, employers whose health plans provide prescription drug coverage to Medicare-eligible individuals must disclose to CMS whether that coverage is creditable or non-creditable.

This Compliance Update is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

Agencies Issue Guidance on Coverage of OTC COVID-19 Tests

On Jan. 10, 2022, the Depts. of Labor, Health and Human Services (HHS), and the Treasury issued FAQ guidance regarding the requirements for group health plans and health insurance issuers to cover over-the-counter (OTC) COVID-19 diagnostic tests.

Legal Requirements

Plans and issuers must cover the costs of COVID-19 tests during the COVID-19 public health emergency without imposing any cost-sharing requirements, prior authorization, or other medical management requirements.

Under guidance issued in June 2020, at-home COVID-19 tests had to be covered only if they were ordered by a health care provider who determined that the test was medically appropriate for the individual. At that time, the FDA had not yet authorized any at-home COVID-19 diagnostic tests. Since then, several types of OTC at-home tests have been approved.

As of Jan. 15, 2022, the cost of these tests must be covered, even if they are obtained without the involvement of a health care provider. However, the FAQs do not require tests to be covered if they are not for individualized diagnosis (such as tests for employment purposes).

Plan Options

Plans and insurance issuers may place some limits on coverage, such as:

- Requiring individuals to purchase a test and submit a claim for reimbursement, rather than providing direct coverage to sellers.
- Providing direct coverage though pharmacy networks or direct-to-consumer shipping programs and limiting reimbursements to other sources (the actual cost of the test, or $12, whichever is lower).
- Setting limits on the number or frequency of OTC COVID-19 tests that are covered (no less than 8 tests per month or 30-day period).
- Taking steps to prevent, detect and address fraud and abuse.

Important Dates

Dec. 2, 2021
President Biden announced that guidance would be issued clarifying coverage of OTC COVID-19 tests.

Jan. 10, 2022
Federal agencies issued the guidance implementing the requirements for coverage of OTC COVID-19 tests.

Jan. 15, 2022
Deadline for plans and issuers to provide coverage for OTC COVID-19 tests available without a health care provider order or assessment.

At-home COVID-19 tests must be covered even if they are obtained without the involvement of a health care provider.

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

This Compliance Update is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

Proposed Rule Extends ACA Reporting Furnishing Deadlines

On Nov. 22, 2021, the IRS released a proposed rule that extends the annual furnishing deadlines for Sections 6055 and 6056 reporting under the Affordable Care Act (ACA). This proposed rule essentially makes permanent the furnishing deadline extension that has been provided for each prior year of ACA reporting. Specifically, the proposed rule:

- **Extends the due date for furnishing statements to individuals** under Sections 6055 and 6056 by **30 days** from Jan. 31 each year; and
- **Provides additional penalty relief related to furnishing statements to individuals under Section 6055** for every year in which the individual mandate penalty is zero. Under this relief, employers generally will only have to provide Form 1095-B to covered individuals upon request.

The proposed rule also provides that minimum essential coverage (MEC) does not include Medicaid coverage that is limited to COVID-19 testing and diagnostic services provided under the Families First Coronavirus Response Act (FFCRA).

Under the proposed rule, the due date for filing forms with the IRS under Sections 6055 and 6056 remains unchanged. This means that forms must generally be filed with the IRS by **Feb. 28** of the year following the calendar year to which the statement relates (or **March 31**, if filing electronically).

Action Steps

This rule is in proposed form and has not been finalized. **However, the proposed rule provides that taxpayers may rely on the guidance in the rule beginning with the 2021 calendar year, even before the rule is finalized.**

Highlights

- The proposed rule provides an automatic 30-day extension of the annual deadline to furnish individual statements under Sections 6055 and 6056.
- The proposed rule also provides an alternative method for furnishing statements to individuals under Section 6055 for every year that the individual mandate penalty is zero.
- The annual deadline for filing returns with the IRS is not affected.

Important Dates

30 Days from January 31

Individual statements are due 30 days after Jan. 31 of the year following the calendar year to which the statement relates

February 28

Annual deadline for filing with the IRS on paper

March 31

Annual deadline for filing with the IRS electronically

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Proposed Rule Extends ACA Reporting Furnishing Deadlines

Sections 6055 and 6056 Reporting

Sections 6055 and 6056 were added to the Internal Revenue Code (Code) by the ACA.

- Section 6055 applies to providers of MEC, such as health insurance issuers and employers with self-insured health plans. These entities will generally use Forms 1094-B and 1095-B to report information about the coverage they provided during the previous year.
- Section 6056 applies to applicable large employers (ALEs)—generally, those employers with 50 or more full-time employees (including full-time equivalents) in the previous year. ALEs will use Forms 1094-C and 1095-C to report information relating to the health coverage that they offer (or do not offer) to their full-time employees.

Individual statements (Forms 1095-B and 1095-C) are generally required to be furnished by **Jan. 31** each year. Forms are generally required to be filed with the IRS by **Feb. 28** annually (or by **March 31** annually, if filing electronically).

Extended Furnishing Deadlines

The proposed rule provides an **automatic extension of 30 days** to furnish statements (Forms 1095-B and 1095-C) to individuals under Sections 6055 and 6056. Because the extension is automatic, reporting entities would not need to formally request an extension from the IRS.

Under the proposed rule, statements furnished to individuals will be timely if furnished **no later than 30 days after Jan. 31** of the calendar year following the calendar year to which the statement relates. If the extended furnishing date falls on a weekend day or legal holiday, statements will be timely if furnished on the next business day.

This rule is in proposed form and has not been finalized. **However, the proposed rule provides that taxpayers may rely on the guidance in the rule beginning with the 2021 calendar year, even before the rule is finalized.**

Impact on Filing Deadline

The proposed rule does not extend the due date for filing Forms 1094-B, 1095-B, 1094-C or 1095-C with the IRS. This due date remains **Feb. 28**, if filing on paper, or **March 31**, if filing electronically. Because the due dates are unchanged, potential automatic extensions of time for filing information returns are still available under the normal rules by submitting Form 8809. Additional extensions of time to file may also be available under certain hardship conditions.

Alternative Method of Furnishing under Section 6055

The individual mandate penalty has been reduced to zero, beginning in 2019. As a result, an individual does not need the information on Form 1095-B in order to calculate the individual's federal tax liability or file a federal income tax return. However, reporting entities required to furnish Form 1095-B to individuals must continue to expend resources to do so.

For all years that the individual mandate penalty is zero, the proposed rule provides an **alternative manner for a reporting entity to furnish statements to individuals under Section 6055**. Under this alternative manner of furnishing, the reporting entity must post a clear and conspicuous notice on its website stating that responsible

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individuals may receive a copy of their statement upon request. The notice must include an email address, a physical address to which a request may be sent and a telephone number to contact the reporting entity with any questions. Reporting entities must generally retain the website notice until Oct. 15 of the year following the calendar year to which the statement relates.

ALEs that offer self-insured health plans are generally required to use Form 1095-C, Part III, to meet the Section 6055 reporting requirements, instead of Form 1095-B. Self-insured ALEs may use this relief for employees who are enrolled in the ALE's self-insured plan and who are not full-time employees of the ALE, as well as for non-employees (such as former employees) who are enrolled in the self-insured plan. **However, ALEs may not use the alternative method of furnishing for full-time employees who are enrolled in the self-insured plan.**

If, in the future, the individual mandate penalty is not zero, the IRS anticipates that reporting entities will need adequate time to develop or restart processes for preparing and mailing paper statements to responsible individuals. If the individual mandate penalty is modified in the future, the IRS anticipates providing guidance, if necessary, to allow sufficient time for reporting entities to restart the reporting process.

Elimination of Good Faith Transition Relief from Penalties

For each prior year of reporting, the IRS has provided transitional good-faith penalty relief for reporting entities that could show that they made good faith efforts to comply with the information reporting requirements. However, **the transitional good-faith relief from penalties for the reporting of incorrect or incomplete information on information returns or statements is not available for reporting for tax year 2021 and subsequent years**.

This good-faith relief was intended to be transitional to accommodate public concerns with implementing new reporting requirements under the ACA. These reporting requirements have now been in place for six years, and the IRS has determined that transitional relief is no longer appropriate. Therefore, the IRS has discontinued the transitional good-faith relief after tax year 2020.

Medicaid Coverage of COVID-19 Testing and Diagnostic Services

Prior guidance as a result of the COVID-19 pandemic has provided that Medicaid coverage that is limited to COVID-19 testing and diagnostic services under the FFCRA is not MEC under a government-sponsored program. As a result, an individual's eligibility for this type of coverage does not prevent the individual's eligibility for a premium tax credit.

The proposed rule adds Medicaid coverage for COVID-19 testing and diagnostic services to the health coverages listed in regulations that do not qualify as MEC under a government-sponsored program.

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Exhibit F
Letters of Reference

SARASOTA COUNTY SHERIFF'S OFFICE
FAIRNESS - INTEGRITY - RESPECT - SERVICE
SHERIFF KURT A. HOFFMAN
COLONEL BRIAN WOODRING, CHIEF DEPUTY

June 20, 2022

Mr. Kurt Gehring
Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Dear Mr. Gehring:

We have partnered with the Gehring Group for over twelve years and would like you to know the services you and your staff have provided, specifically over the last three years have been invaluable. The decision we made three years ago to manage our own program was not made lightly. We were faced with multiple decisions outside of our comfort zone and the expertise and guidance we received from the Gehring Group equipped us for such an undertaking.

On several occasions, your team have dropped everything and come to our offices, answered calls and emails and helped us navigate the tasks at hand. Your staff was able to ask the right questions, examine complex data, and provide us with clear and concise information that vitally impacted our organization and employees. I am confident that we would not have been as successful procuring and creating our own program if we had not engaged your firm. This could not have been accomplished without the consult we received from your dedicated and knowledgeable staff.

If you have any current projects that you wish to list the Sarasota County Sheriff's Office as a reference, you have my express permission to do so. Please accept this letter with my appreciation for what you and your staff did for us. We look forward to continued collaboration with you for the betterment of our employees and agency.

Respectfully,

Kurt A. Hoffman, Sheriff
Sarasota County, Florida

CHARLOTTE COUNTY
FLORIDA

May 19, 2022

Kurt Gehring
The Gehring Group
1500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Dear Kurt,

I am pleased to provide a recommendation letter for the Gehring Group for all you have and continue to do in support of our self-funded Employee Health Benefits and our Property and Casualty Plans. The County has enjoyed the long-standing relationship and outstanding support of our Employee Health Plan and our two Employee Health Clinics. Charlotte County regards your company as an extension of our staff and our success is direct reflection of you and your entire team.

As part of Charlotte County's employee benefits program your team has helped us to control costs, perform RFP design, evaluation, and implementation, coordinated insurance committee meetings, provided us with the knowledge and expertise to open two employee health clinics. The first clinic opened in 2009 has provided us excellent care for our plan members and proven to be an integral part of our cost savings strategy.

The Property and Casualty Self Insured program partnership first was solidified by the guidance provided navigating thru the Hurricane Charley response, recovery and worked directly with our carriers to maximize their financial involvement. Your staff's technical and institutional knowledge in this arena continue to this day.

I am pleased to provide the County's recommendation letter in support of the Gehring Group for employee benefits and onsite clinic support in addition to our Self-Insured Property and Casualty program.

If you have any questions, I can be reached at 941.743.1244.

Sincerely,

Janine A. Hewitt

Janine A. Hewitt
Risk/Benefits Coordinator

PALM BEACH COUNTY
SHERIFF'S OFFICE
RIC L. BRADSHAW, SHERIFF

October 9, 2018

Ladies & Gentlemen:

The Palm Beach County Sheriff's Office has enjoyed a long relationship with the Gehring Group, as they have been our Agent of Record for Employee Benefits for over 20 years. During this extensive period of service, Gehring Group has provided outstanding service to our organization. They are highly regarded by me and my staff and have been a source of unqualified support and expertise to us throughout the years.

It is with pleasure that I recommend Gehring Group to other organizations. Please do not hesitate to call for further information.

Sincerely,

Ric L. Bradshaw
Sheriff

3228 Gun Club Road ▪ West Palm Beach, Florida 33406-3001 ▪ (561) 688-3021 ▪ Email: BradshawR@pbso.org

Exhibit G
Bentek® Online Enrollment & Administration System

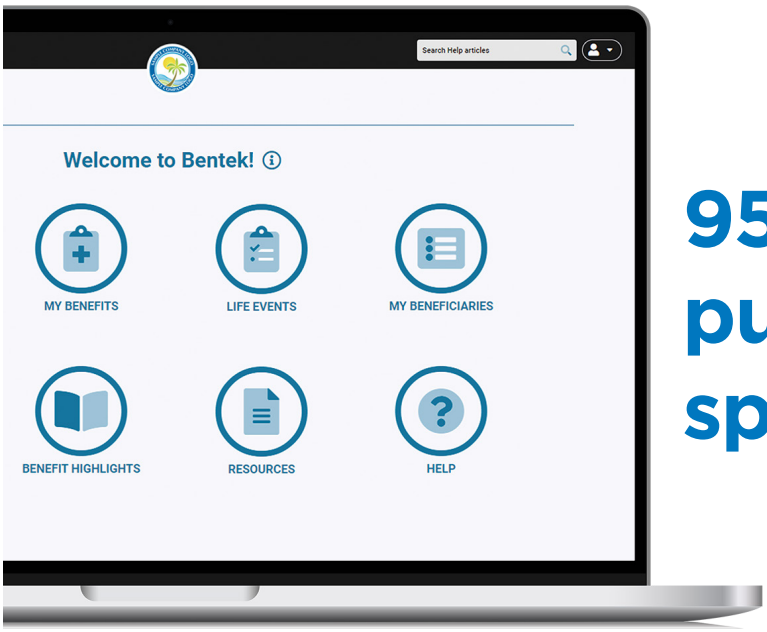
bentek[SM]
BENEFITS TECHNOLOGY

CLIENT INSPIRED **BENEFITS TECHNOLOGY**



mybentek.com

Client Inspired Benefits Technology



95% of our clients are public sector. Do you speak public sector?

▶ **We Customize!** Bentek's customization capabilities are limitless, with over **4,500 business rules**. We can offer our clients a custom solution that meets their needs, because no client is cookie-cutter.

▶ **Open Enrollment is Simple!** We believe that open enrollment should be simple and easy. Bentek's 6 STEP enrollment process uses progressive screens and makes enrollment take less than **5 minutes!** We support passive enrollment too, which employees can complete in as little as 2 steps.

▶ **Unlimited Support is Included!** Bentek's dedicated client services team provides every client year-round open enrollment implementation and support at no additional cost.

▶ **No Downtime During Open Enrollment!** Downtime should be reserved for vacation. Bentek manages your open enrollment simultaneously with year-round administrative functions so administrators don't miss a beat during this busy time.

▶ **Employee Benefit Center!** Employee self-service enables employees to upload documents, confirm status, access forms, update beneficiaries, and receive notifications and communications from the administrator.

▶ **Report and Eligibility Automation!** With our schedulers, administrators can automate the generation and transmission of reports and eligibility files.

▶ **Engaged & Informed!** We **rely on client feedback and insight** to help us define product features and determine prioritization. We publish our product roadmap in the Bentek application, so clients remained informed of upcoming enhancements.

Our Story. Our People.



We're a Company with a BIG HEART, citizens who are engaging, serving, and supporting the homeless, the disabled, the survivors, and the needy through our Helping Hands and Healing Hearts Committee. And it's those same dedicated hands and hearts that serve our public sector clients generously and enthusiastically, ensuring long term success and client retention.

We believe in providing hassle free, all-inclusive services to the public sector, so that public sector employers and employees can serve their communities.

Client Inspired Benefits Technology

100% Implementation Success

- 5 Phase Consultative Approach
- Dedicated Implementation Team
- Regular Scheduled Implementation Calls
- Business Process Review
- Benefit Discovery and Analysis
- Initial Data Audit (Payroll/HRIS/Carriers)
- Case Building & Configuration
- EDI Specialist
- User Acceptance Testing
- Unlimited Administrator Training



Client Retention

98.5%

Unlimited Service & Support

- Dedicated Client Success Team
- Regular Scheduled Status Calls
- Best Practices Consulting
- Case Building
- 1-1 Regulatory/ACA Compliance Assistance
- Unlimited Technical Support
- Unlimited Admin Support
- Renewal Management & Site Updates
- Unlimited Educational Support (Webinars, Trainings, Annual Summit)

Benefits Administration

- Admin Dashboards
- Admin Configuration Tools
- Announcements Center
- Document Center
- Automated Eligibility Files
- File & Report Scheduling
- Dependent Verification
- ACA Reporting/Compliance
- Carrier Self-Billing
- Standard Reporting
- Report Building Tool
- System Notifications
- Transaction History
- Wellness Programs
- Retiree & Cobra
- HR/Payroll Integration
- Trusts, Pools, & Multiple Employers

The Employee Experience

- Single Sign-On | Multi-Factor Authentication
- Logic Based Enrollment
- Personalized Content
- Benefit Shopping
- 6-Step Progressive Enrollment Process
- Passive Enrollment Support
- Easy Access to Benefits Enrollment and History
- Access to Dependent Information
- Upload Supporting Documents
- Group Benefit Highlights & Plan Details
- Resources Center
- Benefits Shopping Cart
- Beneficiary Designation
- Electronic Acknowledgments
- Web & Mobile Enabled Access
- Worksite Benefit Enrollment and Integration
- Decision Support Tools

adminsights

Administrators have access to useful data and helpful system activities at their fingertips – including pending qualifying events, enrollment submissions, and plan statistics.

benchek

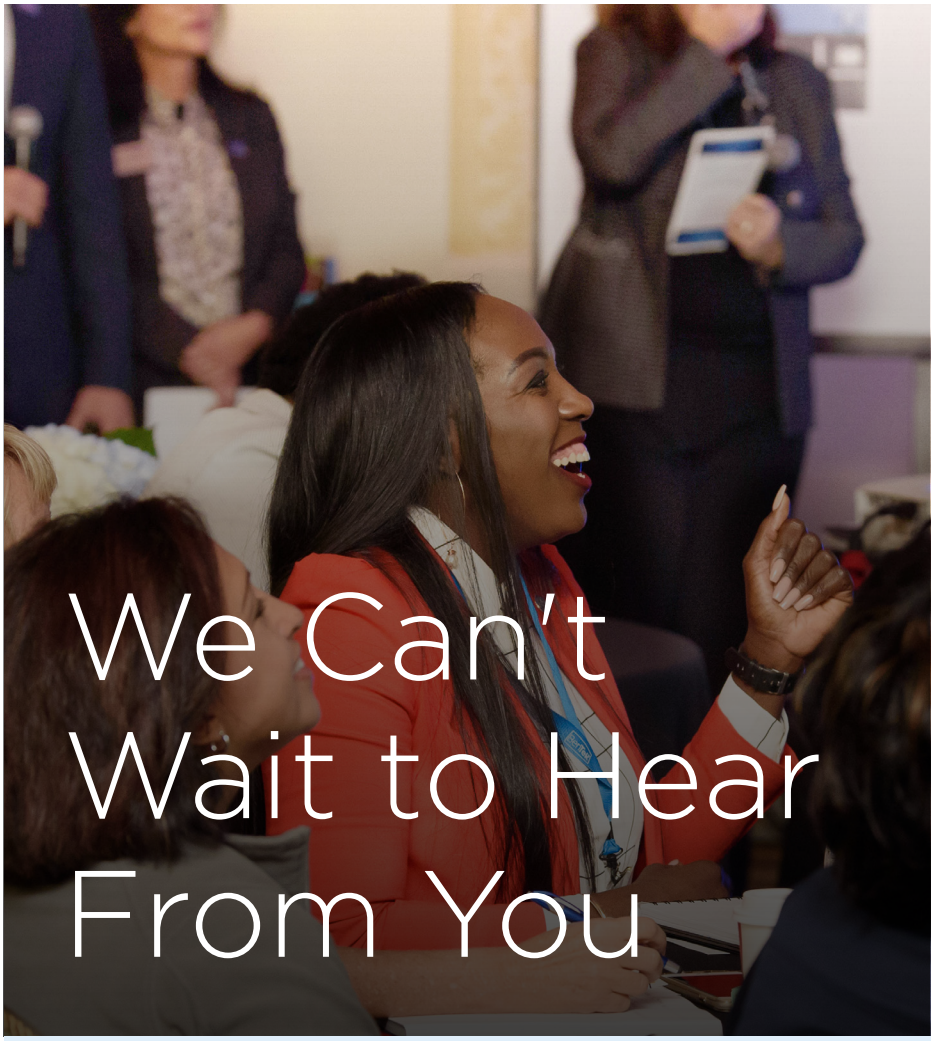
Bentek offers a unique set of features that automate the life cycle of benefits for clients. Benchek allows clients to view real-time comparisons of personnel data, eligibility and benefit deductions from their HRIS/Payroll systems continuously. Bentek serves as a single system of record for benefits administration with checks and balances that clients can trust.

The Value of Benchek:

- Payroll Auditing Tool
- Automated Personnel Data Import
- Payroll/HRIS Integration
- Payroll Deduction Export
- Payroll Adjustments
- Electronic Data Interchange

retiresweet

Administrators can streamline the management of retirees with Bentek. Bentek's retiresweet is packed with features to help Administrators manage retiree eligibility and enrollment, calculate subsidies, track pension information, generate premium invoicing and track payments.



We Can't Wait to Hear From You

Phone: 877.523.6835
Email: sales@mybentek.com

bentek
BENEFITS TECHNOLOGY

OUR CLIENTS HAVE SPOKEN!

"We are thankful to the management and staff at Bentek for your professionalism, attention to detail, and your steadfast commitment to the Group Health Insurance staff and the employees of the Government of the United States Virgin Islands. Thank you for giving us the tool to do what we do more efficiently."

Government of the U.S. Virgin Islands

"The Bentek team is extremely knowledgeable and helpful. Customer service is top priority. Their dedicated team has been there every step of the way from implementation to training to daily support. With the help of Bentek we have streamlined our benefit enrollment and benefit administration process."

City of Naples, Florida

"Thank you to Bentek listening to customers to always make enhancements to the system to benefit our use of the system!"

City of Greenville, South Carolina

WEST PALM BEACH

Human Resources

Department of Human Resources
Benefits Division
401 Clematis Street, 3rd Floor
West Palm Beach, FL 33401
Telephone: 561.494-1000
Facsimile: 561.494-1036

May 18, 2022

Kurt Gehring
The Gehring Group
3500 Kyoto Gardens Drive
Palm Beach Gardens, FL 33410

Kurt,

It is with great pleasure that I have the opportunity to recommend the Gehring Group for all services related to support of a self-funded Employee Health Benefits Plan. During the City's long relationship with the Gehring Group, they have provided a superior level of employee benefit consulting expertise with a high priority on satisfaction, cost and customer service.

As part of the City of West Palm Beach's employee benefits cost saving strategy, the Gehring Group has guided the City through the RFP design, evaluation, selection and implementation of our health plan and our onsite health clinic. Our Gehring Group team facilitates annual meetings with our ASO so that we hear from them in regard to trend and cost savings recommendations. The addition of an employee clinic has proven to be an asset in attracting talented employees, cost savings to the employees and retirees and it is a great ROI for the City.

The City has always had great confidence with the Gehring Group and their ability to problem solve and bring forth ideas that help the City to be a top choice for employees due the benefits it offers.

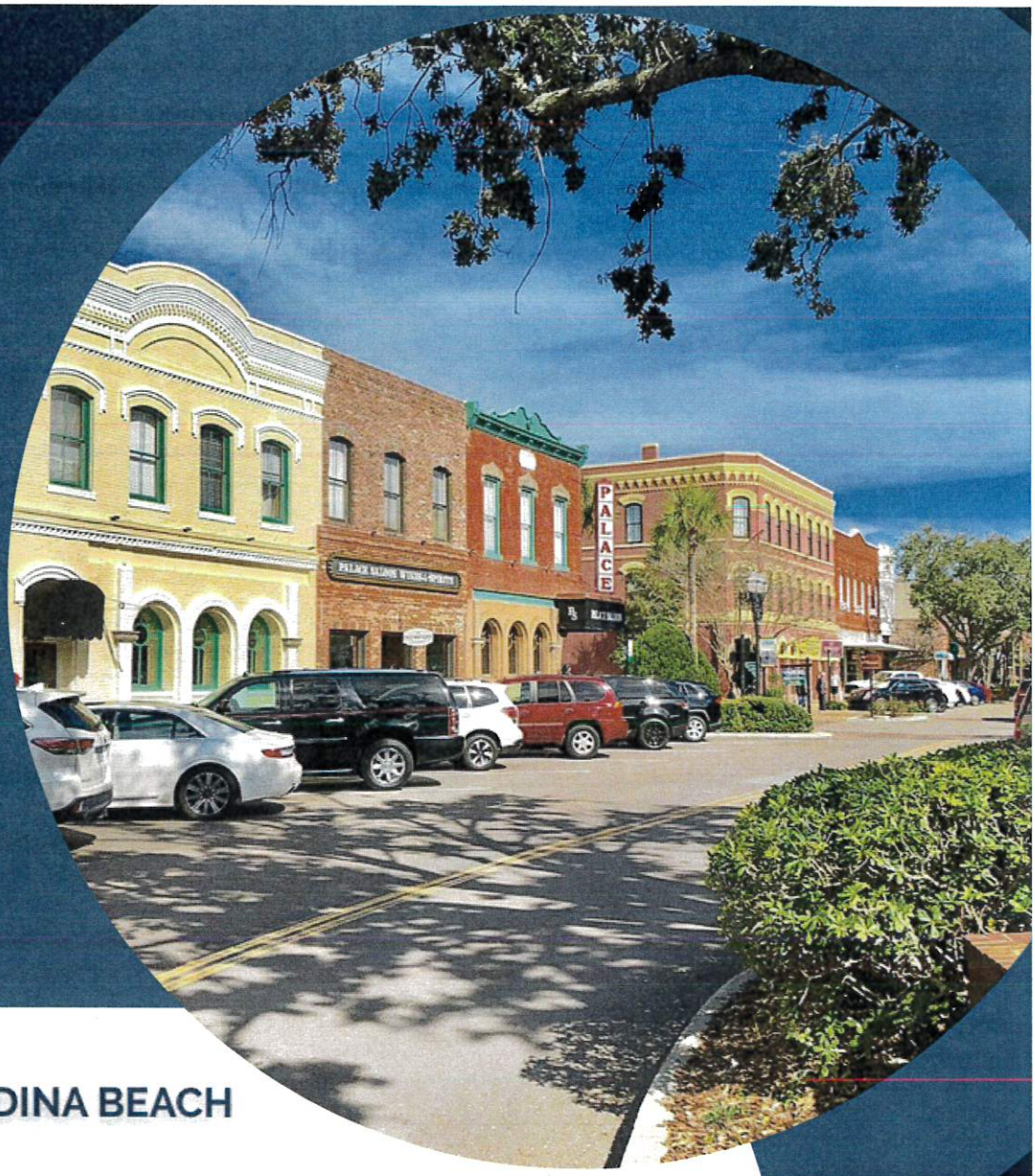
I am pleased to recommend the Gehring Group to any organization for employee benefits and onsite clinic consulting services.

If you have any questions, please feel free to contact me at (561) 494-1013.

Best regards,

Jennifer Chripczuk

Jennifer Chripczuk
Benefits Officer



FERNANDINA BEACH
FLORIDA

Request for Proposal

RFP #23-03

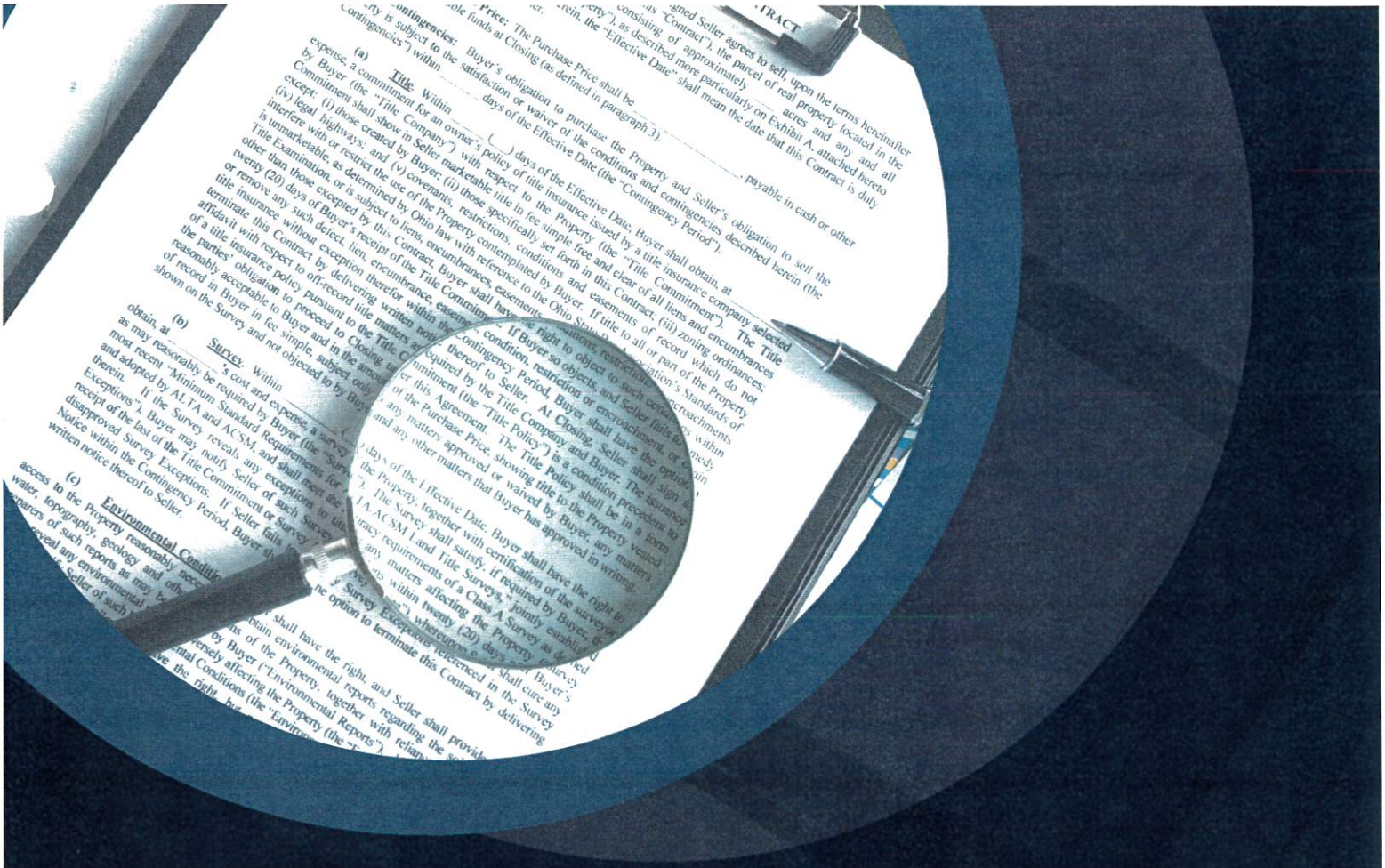
EMPLOYEE BENEFITS CONSULTING
& BROKERAGE SERVICES

Prepared by:

Mark III
Brokerage Inc.

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C	Sample Compliance



TAB 1:
Cover Letter & Forms

March 21, 2023
City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
Wanda Weeks, Purchasing Agent
wweaks@fbfl.org

RE: RFP #23-03 Employee Benefits Consulting and Brokerage Services

Dear Ms. Wanda Weeks:

We appreciate the opportunity to respond to the City of Fernandina Beach's Request for Proposal for Employee Benefits Consulting and Brokerage Services (RFP #23-03). We will work diligently to respond quickly to provide the best service and products to you over the tenure of our relationship. Please find enclosed our response to RFP #23-03.

After review of the Terms and Conditions put forth in the RFP, Mark III is committed to working closely with the City of Fernandina Beach to deliver best-in-class employee benefits, enrollment services, technology, and employee engagement services that are competitive, creative, and consistent with the desires of the employees and staff. We are an innovative company with a wealth of experience. We have customized services and products for municipalities like the City of Fernandina Beach over our 50 years of experience in the public sector.

Independence & Experience
With nearly 170 public sector customers and 50 years of experience, Mark III works with many municipalities across the Southeast, implementing and managing their benefit programs throughout the year.

Focusing on the public sector market gives Mark III insight into the unique needs of public sector employers like the City of Fernandina Beach.

Mark III is an independent employee benefits consulting firm, a debt-free corporation operating since 1973. Our Florida Headquarters is located in Brevard County, with a local presence in Nassau County. We work hard to be **the trusted benefits partner in the public sector**. We do not have a "pre-determined" product decision-making approach. We negotiate and use our leverage to have carriers compete for your business. This leverage allows us to develop creative benefits solutions that provide the best products available to your employees at the highest level of customer service.

What We Offer & How We Differ:

Medical Consulting & Plan Management

- Medical Plan Marketing and Evaluation Services
- Plan Specification Preparation
- Marketing your Plan Specifications
- Evaluation of Responses from the insurance carriers
- Plan Monitoring
- Accurate renewal calculations well in advance of the final renewal
- Setting budgeted rates
- Obtaining stop-loss coverage
- Providing pharmacy benefit solutions
- Creating Wellness Strategies

This allows the City of Fernandina Beach to accurately budget for the upcoming Fiscal Year and not be surprised if there is a cost issue with the medical plan. If there is a challenge with plan performance, planning and bidding can be done to give you multiple renewal options.

Voluntary Benefits

- Creating benefit recommendations based on plan performance and budget considerations
- Voluntary benefits in the marketplace have become very competitive in price and plan design; this creates an excellent value for all employees as we work with the City on creative plan design.
- Benefits will be customized for your employees to help recruit and retain the best employees. (no shelf products)
    - By offering best-in-class voluntary benefits and having insurance carriers compete for your business, the City can offer guaranteed issue products in every line of coverage for every employee, no matter their health status on all lines of coverage including but not limited to dental, vision, disability, cancer, accident, critical illness, hospital indemnity, term life, whole life, universal life, pet insurance, legal and identity protection.

Benefits Administration & Online Enrollment

Administration of benefits, we will provide at no additional cost a benefits administration system that will better:

- Manage new hires and terminations in a single system
- Integrate data with payroll systems
- Customize all data reporting
- Provide ongoing data connections to the insurance carriers
- Dedicated enrollment technology team

Wellness Strategy

We offer a dedicated Wellness Coordinator to guide your employee population to better health through:

- On-site clinics
- Wellness fairs
- An online wellness portal
- Innovative incentives

Our programs lower medical claims and keep costs contained in your medical plan.

Administrative & Cost Burden

Mark III absorbs all costs and administrative fees for:

- Flexible spending accounts
- COBRA administration
- Benefits administration system
- Employee communications
- and more at no additional cost to the City

Flexible Enrollment Options

We believe in a no-pressure, educational approach to benefits enrollment. Using salaried enrollment counselors provides true advocates for your employees and their families. We provide flexibility and convenience by:

- Group presentations
- Face-to-Face individual enrollment meetings
- Online self-service enrollment from our secure online platforms
- Call-center-based enrollment sessions with monitoring and call recording

Benefit Communication & Engagement

Mark III provides an innovative Employee Engagement and Communications Team to improve benefits participation and employee perception of the value of your benefits, helping you retain and recruit the best talent. We accomplish this through:

- Detailed and concise benefit guides
- Customized, animated product videos
- Branded online employee portal
- Direct communications, including email and text messaging
- Social media post creation and advertising
- Geofencing

We welcome the opportunity to extend our support and services to the City of Fernandina Beach with the leadership and vision required for your organization. We look forward to further sharing what Mark III can offer the City of Fernandina Beach.

Please let us know if you have any questions.

Sincerely,

Josh Nelson
Regional Executive & Operations & Primary POC
29304 Pigeon Creek Road
Hilliard, FL 32046
904-759-7062
josh@markiiieb.com

Matt Susin
State Account Executive & Operation
6525 3rd Street; Suite #407
Rockledge, FL 32955
321-917-4780
matt@markiiieb.com

FLORIDA DEPARTMENT of FINANCIAL SERVICES

MARK III BROKERAGE, INC.

211 GREENWICH ROAD
CHARLOTTE NC 28211

Agency License Number L111638

Location Number: 345952

Issued On 01/27/2021

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

EXHIBIT "A"

CONTACT SHEET

Name: Mark III Brokerage, Inc.

Federal Taxpayer ID: 56-1055004

Mailing Address: 211 Greenwich Road

City, State, & Zip Code: Charlotte, NC 28211

Telephone: (904) 759-7062 **Fax:** (704) 365-1529

Email: josh@markiiieb.com; mark@markiiieb.com

Submitted By: Josh Nelson - located in Nassau County, FL

Title: NE Florida Account Executive

Accounting Contact:

Name: Crystal West **Title:** Secretary/CFO

Email Address: ap@markiiieb.com **Phone:** (704) 365-4280

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND 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 RFP #23-03 .

2. This sworn statement is submitted by (entity) Mark III Brokerage, Inc. whose business address is 211 Greenwich Road Charlotte, NC 28211 and (if applicable) Federal Employer Identification Number (FEIN) is 56-1055004 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Mark Browder and my relationship to the entity named above is VP, Consulting Services.

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 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

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

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

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

Signature _____ Date: 03/16/2023

STATE OF TENNESSEE
COUNTY OF WASHINGTON

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 16 day of March, 2023, and is personally known to me, or has provided _____ as identification.

Madalyn Lovejoy
Notary Public
My Commission expires: 10/07/2026

MADALYN LOVEJOY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WASHINGTON

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Mark III Brokerage, Inc.

CITY: Charlotte STATE: NC ZIP CODE: 28211

SIGNATURE: _____ PHONE: (704) 365-4280

NAME (TYPED OR PRINTED): Mark E. Browder TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP #23-03

Project Description: Employee Benefits Consulting and Brokerage Services

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Mark III Brokerage, Inc.

Authorized Signature: _____

Title: Vice President

Date: 03/21/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Mark E. Browder Title: Vice President

Signature: _____ Date: 03/16/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP #23-03.

This sworn statement is submitted by (entity) Mark III Brokerage, Inc. whose business address is 211 Greenwich Road Charlotte, NC 28211 and (if applicable) Federal Employer Identification Number (FEIN) is 56-1055004 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Mark E. Browder and my relationship to the entity named above is Vice President.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

Signature _____ Date: 03/16/2023

STATE OF TENNESSEE
COUNTY OF Washington

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 16 day of March, 2023, and is personally known to me, or has provided _____ as identification.

Madalyn Lovejoy My Commission expires: 10/07/2026
Notary Signature

MADALYN LOVEJOY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WASHINGTON

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP #23-03.

This sworn statement is submitted by (entity) Mark III Brokerage, Inc. whose business address is 211 Greenwich Road Charlotte, NC 28211 and (if applicable) Federal Employer Identification Number (FEIN) is 56-1055004 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Mark Browder and my relationship to the entity named above is Vice President.

1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other 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.

_____ 03/16/2023
Signature Date:

STATE OF TENNESSEE
COUNTY OF WASHINGTON

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 16 day of March, 2023 and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 10/07/2026
Notary Signature

MADALYN LOVEJOY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WASHINGTON

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

Mark III Brokerage, Inc.	03/16/2023
Firm	Date
	Mark Browder, Vice-President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-03
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **RFP 23-03**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the bid submittal. Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: Mark E. Browder **TITLE:** Vice President

ADDRESS: 211 Greenwich Road

CITY: Charlotte **STATE:** NC

AUTHORIZED SIGNATURE:  **DATE:** 03/16/2023

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-03
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

1. Do you currently have a benefits consultant/broker? If so, who?
   Joshua Jolley, CEBS
   Gallagher Company
   501 Riverside Ave, Ste 1000
   Jacksonville, FL 32202
   904-548-2302

2. What is your current contract fee amount for all lines of coverage? Current fees are commission based. Life Insurance is 1x annual earnings to $150k; and AD&D. Currently Mutual of Omaha. The agent is L.B. Bryan Company. The annual premium is $47,854.00.

3. Please provide commission percentages as well as annual premium by line of coverage.
   Current Premiums: Medical $2,909,583; Dental $96,115; Vision $76,404
   Current Percentages: Medical 3.09%; Dental 3%; Vision 10%

4. What value added services does the current broker offer at no cost to the City? (i.e. Ben Admin platform, COBRA admin, etc.) Employee Navigator is offered by the current broker of record at no additional charge.

5. Please confirm the City is fully insured. The City is Fully Insured for all lines of coverage.

6. Is the City considering transitioning to a self-funded program? The City is not considering a change to self-funded at this time. The City evaluates this on a year-to-year basis.

7. Doe the City pay a fee for the enrollment technology or does current Agent of Record cover the cost associated with Employee Navigator? Agent of Record covers the cost



TAB 2:
Project Scope of Work

CONSULTING & BROKERAGE SERVICES

Based on your statement of needs and specific requests outlined, we are confident Mark III has the knowledge and expertise you're seeking. In addition to meeting your requirements, we can also independently monitor plan activity, conduct quarterly meetings to discuss plan performance, develop quarterly & annual renewal projections and negotiate the final renewals on all group products we manage.

Outlined below, you will find the services we can offer the City of Fernandina Beach.

I. Mark III Insurance Brokerage Services

A. Initial/Annual Review Process: Typically, upon being hired Mark III would meet with the client and conduct an evaluation of the current insurance programs. This same process occurs on an annual basis to ensure plan performance and client satisfaction. Below are the items we take into consideration during the evaluation.

- The financial status of the company.
- The level of service provided, including but not limited to strong client service support, home office underwriting, contracts, and legal service departments claims processing, and related customer service.
- Networks that provide ample access to the locations where employees reside and the surrounding area.
- Flexibility to expand the network to cover employees.
- Network discounts and pricing.
- Plan design structure.
- Competitive rates or fee structure.
- The future stability of rates and fees.
- Providing comprehensive experience reports to the client and Mark III so that an evaluation can be made relative to plan performance.
- Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
- Providing a quality service team that is dedicated to solving problems that arise during the plan year.
- Ongoing continuing education program to assist the employees' understanding of the plan's operation.

Once Mark III has completed the initial evaluation, we will meet with the City to deliver our assessment. After the City has reviewed the assessment, we will market any plans in question to obtain more competitive products. This is achieved through a request for proposal process (RFP) and negotiations. This is outlined in items B, C, and D below.

B. Developing the Bid Specifications
Mark III will prepare marketing specifications that give the carriers or vendors an accurate assessment of your existing program(s). This may also include other pertinent information such as census, current plan designs, requested plan designs, plan experience, stop-loss measurements, etc.

C. Marketing the Specifications
Upon completion of the bid specifications, Mark III will market the specs to a multitude of carriers or vendors. The purpose of this RFP is to solicit competitive proposals from qualified vendors on behalf of the City.

CONSULTING & BROKERAGE SERVICES

D. Evaluation of the Responses

Once all of the proposals are received, the City and Mark III will narrow down the most competitive carriers based on, but not limited to the following criteria:

- Quality of care provided to the employees and their dependents.
- The sound financial status of the carrier.
- The level of service provided. Including but not limited to strong client service support, home office underwriting, contracts, and legal service departments claims processing, and related customer service.
- Networks that provide excellent access to hospitals and physicians in the locations where employees reside and the surrounding areas.
- Network discounts and pricing.
- Competitive rates or fee structure.
- The future stability of rates/fees.
- Ability to provide comprehensive experience reports to the City and Mark III so that an evaluation can be made relative to plan performance.
- Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
- Providing a quality service team that is dedicated to solving problems that arise during the plan year.
- The flexibility to expand the network to cover employees.

II. Mark III Consulting Services

A. Mark III will meet with the City as often as needed, focusing on your specific goals and priorities. This would include:

- Discussion of benefit priorities and financial/budgetary constraints.
- Sharing related experiences with typical plan designs and cost structures of other clients with similar demographics as a perspective for City of Fernandina Beach.
- Making renewal plan recommendations.
- Developing a strategic benefits plan.
- Marketing products when appropriate.
- Make recommendations on products to implement based on:
  - Employee satisfaction with plan designs
  - Compliance with State and Federal guidelines
  - Competitiveness of plan designs, rates, and fee structure
  - The future stability of rates
  - Ability to change the plan design to meet employee and dependent needs
  - Ease of administration
  - Develop enrollment plan as needed.
  - Develop enrollment dates and timeline.
  - When applicable, monthly tracking of claims.

CONSULTING & BROKERAGE SERVICES

B. Renewal Strategy and Negotiations
Mark III has the ability to provide our own renewal projections for the City. We can perform the following on all applicable products:

- Track claims monthly to look for trends and monitor the service level of the vendor.
- Provide quarterly meetings/updates versus annual review meetings.
- Provide quarterly underwriting projections based on current and past experience.
- Provide budget projections 6 months in advance versus an industry standard of 60 days.
- Prior to the City receiving the insurance company's annual renewal, Mark III will evaluate the plan experience and develop our renewal separate from the carrier to compare our estimates against theirs.
- Help maintain the financial integrity of the plan.
- Identify plan design challenges.
- Make recommended changes and provide cost impact analysis.

C. Renewal Accuracy and Competitiveness are based on the following:

1. Claims activity.
2. Competitiveness of the carrier's reserving philosophy. This is determined by comparing their assumptions to industry norms.
3. Competitiveness of the carrier's retention. This is determined by comparing their assumptions to industry norms.
4. Changes in the demographic composition of the client and how that has changed over time. – How do these demographics (manual rate) impact the renewal?
5. How competitive/aggressive the carrier is when weighing the manual rate vs. the experience rate?

Mark III Leverage

In the insurance industry, it is a common misconception that bargaining power is equivalent to leverage. However, pitting one company against the other in an attempt to gain the desired result isn't leverage, it is competition/negotiation and can at times be effective. Leverage is actually the ability to influence in the absence of bargaining.

One of our most competitive advantages is our presence in the local government market. With nearly 170 public sector accounts and 300,000 covered employees, Mark III is uniquely positioned in the insurance community. Over 95% of our client base is comprised of municipalities, county governments, and public school systems. Because we have a large presence in a defined market and geographic area, it allows us the opportunity to exert influence on behalf of our customers.

One example of this is in the area of insurance products. After 49 years of working in this market, we now have insurance carriers soliciting Mark III. The purpose of their solicitation is to find out what they can do for our customer base. As a result, Mark III customers now have access to products that cannot be obtained on the open market. Even in a competitive bid situation, no one can gain access to these products unless you are a direct customer of our organization. These products are completely proprietary to the Mark III customer base.

CONSULTING & BROKERAGE SERVICES

Some of the advantages of these proprietary products are as follows:

1. Lower Premium
2. Expanded Coverage
3. Enhanced Coverage (Where claim dollars actually occur)
4. Higher Wellness Benefits
5. Multi-Year Guarantee Issue

In short, these companies were willing to make concessions because of the size and demographic of our customer base. Should you decide to make Mark III a finalist in this RFP process, we will provide further explanations on this topic and examples.

Implementation & Enrollment

Once Mark III is designated as your employee benefits consultant, we would take the following steps to transition City of Fernandina Beach:

- Disseminate authorization to the appropriate vendors.
- Set a meeting with the City to determine your goals and outline any challenges that have occurred in the administration or performance of the benefit plans.
- Establish a timeline for the transition process (a sample timeline is provided in this response).
- If necessary, Mark III will gather the data from the various vendors to provide plan performance information and renewal estimates back to the client.
- If necessary, develop bid specifications.
- Market the specifications (RFP).
- Evaluate all vendor responses.
- Prepare evaluation analysis. (Generally a side-by-side spreadsheet comparison).
- Meet with the City to discuss results and your options.
- We also provide forms such as vendor agreements, plan documents, employee salary reduction agreements, and set up vendor orientation calls.

Mark III Enrollment Process

We have over 80 enrollment counselors who conduct enrollments for our clients throughout the year. We do not outsource the physical enrollment process to insurance companies or third-party enrollment firms. Mark III will actually communicate the benefits and conduct the open enrollment process on behalf of the City, which in turn gives you more control of your enrollment communication process.

The open enrollment process is set up in an educational format. Our counselors will educate your employees on the benefits offered by the City, answer their questions and address their concerns. At that point, the employee can feel comfortable making his or her own decision based on knowledge and understanding, rather than fear-based sales tactics. The Mark III counselor's sole responsibility is to help your employees understand their benefits, not give them a high-pressure sales pitch.

CONSULTING & BROKERAGE SERVICES

Below are just some of the advantages of our Mark III Enrollment services.

1. Our Enrollment Team:

- Nearly all of our counselors have 10+ years of communicating employee benefits to public sector employees.
- Mark III's counselors are paid a salary or per-diem.
- There are no commission, bonus, or incentive payouts of any kind to the counselor.
- Elimination of common arm-twisting sales tactics due to incentivized payouts.
- The entire process is educational.

2. Open Enrollment Process:

- Group Presentations – Mark III will schedule group meetings at each work location or virtually via Zoom, Teams, WebEx, etc., so employees do not have to travel. The counselor will give an overview of all the products and services offered by the City and supply them with a benefits booklet that contains all of their benefits information.
- Individual Meetings– Mark III will meet individually with each employee at their respective work location to answer questions, take elections and make any necessary changes.
- Make-up day – For employees that have an unforeseen event arise during the open enrollment process, Mark III will schedule a make-up day(s) to accommodate those employees.
- Enrollment Methods – Mark III offers three ways for employees to enroll in their benefits:
  - Face-to-face meetings with an enrollment counselor
  - Enrollment over the phone through our call center
  - Online self-enrollment through the City's enrollment portal
- Mark III App – Through the Mark III app, employees and their dependents can access benefit information, file a claim, schedule an appointment for enrollment, view contact information, and view enrollment information.

3. New Hire Orientation & Enrollment:

- Mark III conducts the orientation process for new hires. This can be done by phone with your dedicated account manager, or it can be done in person with an on-site enrollment counselor, whichever works best for the client. Below are the most common practices with the majority of our public sector accounts.
- Upon being hired, (first 30 days) the employee will call the Mark III account manager and enroll in the desired benefits.

4. Qualifying Event Change:

- Mark III will assist employees who need to make a benefit change due to a qualifying event throughout the plan year.

CONSULTING & BROKERAGE SERVICES

5. Internet-Based Enrollment Platform:

- Mark III offers an enrollment that is entirely electronic. There are several advantages to our internet-based enrollment platform.
- It ensures the delivery of benefit information is consistent.
- It completely eliminates the need for a paper applications process.
- All employee elections can be downloaded into your payroll system.
- Your staff can access and track the enrollment results on a daily basis. They can see who has made their elections and who has not, giving them more control over the enrollment process.
- Changes can be made by employees throughout the open enrollment process without completing a new application.
- It eliminates common paper application errors.
- It's a single access point delivering a much higher level of data entry accuracy.
- There are no hardware requirements for the City.
- A chat feature with a benefits counselor is available to employees if they have any questions regarding products, enrolling, etc.

Mark III has been conducting internet-based enrollments in the public sector since 2004. You will not find another Independent employee benefits consultant in Georgia who has more experience providing this type of enrollment communication in the local government market.

Enrollment Materials & Amenities

- Open Enrollment & Change of Benefits Letter – We provide a notification letter to all employees outlining the annual enrollment dates, times, and changes in benefits information. These letters serve as an informative outline. Detailed information is given at the group and individual meetings.
- Open Enrollment Posters/Flyers – We will produce and distribute open enrollment posters and flyers that display the dates and times of the enrollment at each individual work location for distribution.
- Employee Benefits Website – Mark III will construct an employee benefits website for the City employees. They will be able to download various forms, access voluntary insurance information, and view all other benefits deemed necessary by the City.
- Educational Videos – We produce customized educational videos that are specific to City of Fernandina Beach. They can include information on Insurance products, Flexible Spending Accounts, HRA's, HSA's, New Hire Orientation, Wellness Programs, and any other information that you want to be shared with your employee population.
- Employee Benefit Booklets –We will provide every employee with an employee benefits booklet. It will encompass all of the benefits administered by Mark III in one concise document as well as information you would like to add. A sample booklet has been included in this RFP.
- Benefits Statements – We provide benefit statements to each employee upon completion of their enrollment.

CONSULTING & BROKERAGE SERVICES

- Social Media Marketing - Mark III uses our Facebook and Instagram platforms to communicate to employees in a way that is convenient for them. By using targeted and/or generic audiences, we are able to remind employees about open enrollment.
- Text Message Marketing - Mark III offers our clients the option to utilize our text message marketing in the effort to communicate various messages (open enrollment, wellness program information, etc.) to your employees. Messages are customizable and can be scheduled when desired.
- Mark III Mobile App - Find details about all of your benefits, download forms, submit claims, ask questions, and more on the MyMark III Mobile App. Employees can download it on the App Store or Google Play free of charge.



PROJECT UNDERSTANDING AND APPROACH

Funding Plan Experience

The value that Mark III brings to the City is a broad knowledge of the employee benefits business. We have extensive fully insured and self funded experience.

They work in conjunction with Human Resources and Finance to build plan designs that keep the plan within budget and strategically building a health reserve for future costs. Quarterly updates at a minimum are provided, projecting plan costs out for the next year, applying trend and annualizing costs out to the end of the following policy year well before any carrier analysis is provided at renewal. IBNR estimates are provided as needed by clients.

Fixed, expected, and aggregate maximum costs are taken into consideration when projecting costs the next year, focusing on the changes necessary to stay within budget.

Mark III will provide all payroll deductions required for all products we manage. Mark III will develop and set rates and tier ratios for self funded medical plans for both discounted and non-discounted rates. This is accomplished through evaluation of plan costs on a per employee per month basis, which are converted into three, four, or five tier rates as required by the City. Both budget and renewal strategy would drive the rate structure.

Mark III regularly reviews stop loss impact and the value for the client. We also review the competitiveness of the rates offered for specific and aggregate protection as well as the value of the aggregate coverage versus the premium paid, whether with the TPA or a third party stop loss carrier, reviewing both plan experience, stop loss reimbursements, medical plan trend year over year, and leverage trend factors.

Mark III provides ongoing consulting that provides guidance on plan design that impact cost to alleviate required increases where budget cannot withstand, including development of rate structure, taking into consideration the client contribution strategy and philosophy on dependent rates.

Mark III will provide medical consulting that includes the following:

Plan Management, Data Analysis and Meetings with the City

Mark III is adept at project management and because we update our clients on changes in legislation on a regular basis, we move quickly should needs arise due to a change. Most recently, autism, transgender, and wellness communications have been involved that required client management and guidance.

Conduct annual review of claims administrators for quality of benefits, cost effectiveness, and plan administration.

Mark III will work with the City using the following criteria to evaluate all vendors whether the current administrator or a potential provider in a competitive bid:

- Quality of Care provided to the employees and their dependents.
- Sound financial status of the firm.
- Outstanding service, including but not limited to, strong client service support, home office underwriting, contracts and legal service departments, claims processing, and related customer service.
- Networks, which provide excellent access to hospitals and physicians in the locations where employees reside.
- Network discounts and pricing.
- Competitive rates or fee structure.
- Future stability of rates/fees.
- Providing comprehensive experience reports to the client so that an evaluation can be made relative the plan performance.
- Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer
- Provides quality ongoing service and a service team that is dedicated to solving problems that arise during the plan year.
- An ongoing employee education program to assist the employees' understanding of the plan's operation.
- The flexibility to expand the network to cover new employees.

Consult with client to ensure plan documents are accurate and compliant due to regulatory changes.

Mark III will work in conjunction with the City to insure all documents are accurate and compliant as well as providing regular updates via email and notice documents required due to federal guidelines such as CHIPRA, Healthcare Reform, Creditable Coverage, etc.

Complete a quarterly analysis of the key drivers of the City's health and dental plan costs and the cost-effectiveness of the current plan designs.

Benchmark with comparable groups.

Meet quarterly with either or both the Human Resources Department or City Benefits Team to review results and discuss plan indications.

Mark III would meet with the City as often as needed focusing on priorities of the City through our normal consulting services which include:

- Discussion of benefit priorities and financial/budgetary constraints
- Sharing our experiences with typical plan designs and cost structures of other clients with similar demographics as a perspective for the City
- Make renewal plan recommendations
- Develop strategic plan for future planning
- Market products where appropriate
- Make recommendations on products to implement based on:
  - Employee satisfaction with the plan design
  - Compliance with State and Federal guidelines
  - Competitive plan designs
  - Competitive rates or fee structure
  - Future stability of rates
  - Ability to easily change the plan to meet new employee and dependent need
  - Ease of administration
- Develop enrollment plan as needed

- Develop enrollment dates and timeline
- Review of onsite website upon completion
- Monthly tracking of claims split by medical and prescription
- Quarterly consulting meetings or more often as needed

Mark III is your partner for your health plan and ancillary service administration and works to make your job easy providing the following services.

Consulting

- Provide quarterly versus annual review meetings
- Provide our underwriting projections based on current and past experience
- Budget projections 6 months in advance versus industry standard of 60 days
- Maintain financial integrity of health plan
- Identify plan design challenges
- Make recommended changes and provide cost impact

Annual Medical, Pharmacy and Dental Plan Renewals including plan negotiations

Assist in the development of an annual renewal strategy and conduct a pre-renewal analysis of health and dental plan utilization, claims history and census data to determine if the calculation provided by the carrier is consistent. Aggressively negotiate with the carriers on the City's behalf to achieve desired contract terms for policy requirements of the City.

Mark III develops an understanding of the goals and priorities of all of our customers by meeting with the customer. The purpose of the meeting is to discuss benefit priorities and financial/budgetary constraints. Our vast experience allows us to discuss all of the various products available in the marketplace. We also share our experiences with typical plan designs and cost structures of other clients with similar demographics as a perspective for the client to consider. Once the coverage items have been discussed, Mark III then helps the client create a strategic plan.

Mark III regularly reviews stop loss impact and the value for the client. We also review the competitiveness of the rates offered for specific and aggregate protection as well as the value of the aggregate coverage versus the premium paid, whether with the TPA or a third party stop loss carrier, reviewing both plan experience, stop loss reimbursements, medical plan trend year over year, and leverage trend factors used by stop loss carriers.

Assist in the annual rate structure development taking into account any plan design changes (cause and effect), administration fees, and/or other related underwriting services.

Mark III provides ongoing consulting that provides guidance on plan design that impact cost to alleviate required increases where budget cannot withstand, including development of rate structure taking into consideration the client contribution strategy and philosophy on dependent rates.

Assist in the marketing of plan coverage for medical, prescription, dental and other voluntary benefits.

Marketing the Specifications – Mark III will contact the qualified carriers and vendors to determine their interest in evaluating your medical plan. Carriers/vendors that express an interest are sent the specifications to obtain a response.

Evaluate the Responses – Once all proposals are received, Mark III will evaluate the responses and provide analysis of the responses based on the following criteria:

- Quality of Care provided to the employees and their dependents.
- Sound financial status of the firm.
- Outstanding service, including but not limited to, strong client service support, home office underwriting, contracts and legal service departments, claims processing, and related customer service.
- Networks, which provide excellent access to hospitals and physicians in the locations where employees reside.
- Network discounts and pricing.
- Competitive rates or fee structure.
- Future stability of rates/fees
- Providing comprehensive experience reports to the client so that an evaluation can be made relative the plan performance.
- Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
- Provides quality ongoing service and a service team that is dedicated to solving problems that arise during the plan year.
- An ongoing employee education program to assist the employees' understanding of the plan's operation.
- The flexibility to expand the network to cover new employees.
- Mark III will provide a comprehensive evaluation, giving a side-by-side comparison of each vendor's offer.

We track the claims to look for trends and monitor the service level of the vendor.

We deliver accurate renewal estimates each year for clients like the City, months in advance of the renewal delivered by the payor.

This allows the City to accurately budget for the upcoming Fiscal Year and not be surprised if there is a cost issue with the medical plan.

So rather than being caught off guard if there is a challenge, planning and bidding can be done to give the City multiple renewal options.

Our predictive modeling experience comes in the form of claim reporting and the associated medical staff claims expectations for the individuals in question.

Our underwriting modeling follows industry accepted practices and protocols. Those sources include:

- Milliman
- Towers Perrin
- Hewitt
- Multiple payor underwriting models

Prior to the City receiving the renewal from the carrier/vendor, Mark III will evaluate the initial renewal package and gauge the competitiveness of their offer based on the following:

- Claims activity
- Competitiveness of the carrier's reserving philosophy. This will be determined by comparing their assumptions to industry norms.
- Competitiveness of the carrier's retention. This will be determined by comparing their assumptions to industry norms.

- Changes in the demographic composition of the client and how that has changed over time. How these demographics (manual rate) impact the renewal
- How competitive/aggressive the carrier is when weighing the manual rate vs. the experience rate or visa versa.

Once Mark III has completed the initial evaluation, we will meet with the County to deliver our initial assessment. Based on the initial results of our meeting and how satisfied the client and Mark III are with the renewal, the next step will be determined. If the renewal is competitive and there is not a significant financial or benefit change that is required, no action would be taken. If the response from the carrier/vendor were noncompetitive, then further negotiation would take place. If a satisfactory response from the carrier/vendor does not occur, the Mark III would market the plan in question to see if a more competitive offer can be attained from another source.

Mark III has had success in modifying benefit programs that enhance the benefits and/or reduce costs to the employees and the organization. Examples of these include:

Transparently Priced Pharmacy Contracts
These contracts produced significant reduction in cost for all clients ranging from $100,000 - $300,000 in yearly savings and removed any amount of spread pricing with a single administrative fee per prescription with various PBMs.

Dental PPO Plans and PPO Network Development
Installation of PPO plans positively reduced overall dental plan costs and created consumerism with dental coverage not previously achieved.

Network growth with significant discounts was achieved as a result of actually offering the benefit as it encouraged dental providers to join the network at a competitive reimbursement rate.

Our services also include:
- Healthcare consulting that includes tracking of claims and costs, including providing budgeted rates that are not dependent upon the carrier and can provide multiple year projections for planning.
- Wellness Consulting/ RFP preparation and advice
- External Pharmacy Contracts
- Healthcare Reform / Benefits Updates / Library
- Stop Loss Analysis: Specific Levels Examined based on based claims

Mark III works with you throughout the year, reviewing your plan costs and will:
- Provide quarterly versus annual review meetings
- Provide our underwriting projections based on current and past experience
- Budget projections 6 months in advance versus industry standard of 60 days
- Maintain financial integrity of health plan
- Identify plan design challenges
- Make recommended changes and provide cost impact for both medical and dental offerings

Assist in pharmacy benefit marketing services and pharmacy auditing services.

Pharmacy Plan Management

Mark III has extensive consulting experience with pharmacy plan management, whether wrapped into the medical or through a third party vendor. We have worked with third party administrators that provide pharmacy administration through various pharmacy benefit managers, using their leverage to get the best value for our clients.

Whether under one carrier or carved out, we exam utilization patterns to determine population disease states, generic versus brand utilization, and specialty drugs costs. Data is shared with all parties to insure care management needs are addressed where needed if there are gaps in care issues due to non-compliance.

We review the need for design levers such as DAW, Step Therapy, quantity level limits, controlled drug programs, required maintenance mail order, specialty drug care management programs, deductible plan designs, and overall education regarding pharmacy. Annually, data is used to determine plan design needs based on employee feedback, the employer experience, and budget needs

Assist with vision marketing services.

Mark III has extensive experience with vision marketing and management with vendors that include VSP, EyeMed, Superior, CEC, Cigna, BCBS, and UHC vision.

Our largest vision client is with Duke University through UHC Vision.

Actuarial Analysis for Annual Budget Forecasting and OPEB

Provide annual actuarial analysis of health and dental insurance claims reserves, including health insurance trust fund projections for upcoming fiscal years, as well as IBNR and OPEB analysis to ensure appropriate fund balances. Mark III will provide IBNR projections as well as standard reports from the medical carrier.

Mark III works in partnership with Cavanaugh Macdonald Consulting, LLC to provide actuarial analysis for OPEB for clients.

PCMC was founded to offer state and local governments the experience and dedication they deserve in retaining actuarial consulting services for their employee benefit plans.

Their capabilities are well recognized by the public sector pension plan community, as evidenced by our substantial client list.

Their strengths include:

- Consultants with an average of more than 25 years of experience serving public sector benefit plans — the expertise and knowledge of our staff regarding public sector actuarial consulting is as great if not greater than any of our competitors.
- Service as the retained actuary for multiple statewide and municipal retirement and health care plans.
- Strong ability to effectively communicate actuarial matters to Boards, staff and other constituents.
- Centralized production of technical work allowing for greater efficiency and cost-effectiveness in service delivery to our clients nationwide.
- An organizational structure that allows flexibility to meet client needs and to provide a high level of client/staff interaction.

These strengths drive their success and make us the leading public sector actuarial consultants in the country. We are committed to maintaining our focus and building on their success.

Mark III engages Cavanaugh Macdonald Consulting, LLC to provide GASB services. Additional costs would be incurred directly with this firm for their services but Mark III would coordinate information needed on the medical plan.

Mark III stays abreast of legislative development using the following sources, to name a few. Information also comes from medical providers, carriers, TPAs, and legal resources.

- EBIA
- Employee Benefits News
- SHRM
- HHS
- DOL
- Kaiser Employer Survey
- MetLife Employer Survey
- New York Times
- Wall Street Journal
- Harvard Business Review

Mark III disseminates compliance and trend information to clients as the developments occur.

Topics in the past have included:

- Healthcare Reform
- Debit Card Capabilities - Enhanced Data Capture
- Web Based Enrollment Opportunities
- Contrarian Point of View - Consumer Driven Health Care
- Dental Insurance Trends
- FSA Grace Period – Operational Pros and Cons
- Compliant Wellness Plan Incentive Strategies and Legal Updates
- Multi-layered Approach to Controlling Healthcare Costs
- Employer Based Wellness Strategies and Population Health Management
- Consumer Driven Health Trends
- Section 403b Regulation Changes and Implementation Strategies
- Section 125 Regulation Changes and the Impact of IIAS
- An Employers Strategies for Wellness and Cost Management
- Children's Health Insurance Program
- Healthcare Reform
- Mental Health Parity
- Early Retiree Subsidy

Mark III sends a Benefits Buzz as well as a Healthcare Reform Update monthly to all clients and Mark III staff. Samples are included under the Compliance tab.

Library Access:

MyWave® is your personalized website that allows you to effortlessly click, connect and communicate with Mark III Brokerage, Inc.

It's designed to offer you time-saving tools and resources that build convenience into managing your everyday work tasks. Whether you want to view documents online, participate in plan/program surveys or connect with more than 325,000 peers in your industry, this is the place to be. It's easily accessible, hardworking and just one of the many services available to you when you partner with us.

Posting Center

- Our document posting capabilities allow us to seamlessly provide you information.
- Accessible 24/7, postings from our agency are timely, relevant and easy to locate in one convenient place online.

Health Care Reform

- Get the information you need about health care reform, including legislative updates, explanations and timelines.
- Provide your employees the education they need to understand how reform impacts their lives.

Community

Through MyWave® Community, you have access to a vast and knowledgeable network of colleagues from across the country.

Our consulting philosophy is one centered on partnership, commitment, and quality service for you and your employees. As a member of your team, we will provide responsive, comprehensive, and quality counsel. We will proactively advise you on plan design, administrative challenges, and compliance/legislation changes throughout the year.

You can expect long-term solutions that are specific to your benefit challenges and give solid fiscal advice that contributes to the longevity and success of your program and employees.

We have extensive experience in the following coverage lines:

- Medical Programs: Fully Insured & Self-Funded
- Consumer Driven Health Plans (HRAs & HSAs)
- Dental Coverage
- Vision Coverage
- Life Insurance
- Short & Long-Term Disability
- Optional/Voluntary Supplemental Health Policies
- Section 125 Programs (Flexible Spending Accounts)
- COBRA Administration

By supplying some of the most innovative plan designs to our customers, we are focused on equity, both from a pricing and benefit perspective.



A LOOK AT OUR CARRIERS

Mark III is an independent broker and is not tied to any one of the specific carriers listed below. However, we have relationships with each of these carriers and others not listed. We shop the market for the best benefits for you.

aetna

Aflac

AirMedCare NETWORK

Allstate. You're in good hands

ameriflex

Ameritas

Anthem

Assurity

BlueCross BlueShield

Boston Mutual Life Insurance Company - 1891 -

bpa bestlife Benefit Plan Administrators, Inc.

Cigna

CEC community eye care

DELTA DENTAL

eyeMed

Gilsbar

Guardian

FlexibleBenefit ADMINISTRATORS

HealthEquity Building Health Savings

Humana.

LEGAL RESOURCES

LegalShield | IDShield

Liberty Mutual

Lincoln Financial Group

THE MANHATTAN LIFE INSURANCE COMPANY

MassMutual

MEDCOST

MetLife

Nationwide

OneAmerica

OptimaHealth

PAYFLEX

RELIANCE STANDARD A MEMBER OF THE TOKIO MARINE GROUP

securian FINANCIAL

The Local Choice

TEXASLIFE INSURANCE COMPANY

SuperiorVision

TheStandard

TASC

Trustmark benefits beyond benefits

unum

UnitedHealthcare

USAble Life

VOYA FINANCIAL

SCHEDULING & TIMELINE

Historically, Mark III receives high marks on the transition process and the initial open enrollment. However, in order for Mark III to execute our duties effectively, we will need some cooperation from the City of Myrtle Beach.

Moving from one servicing vendor to a new employee benefits consultant doesn't have to be difficult. That's why we've developed a plan to ensure that your transition to Mark III Brokerage is smooth and seamless. Please note that services and products are dependent upon the client.

Day-to-day issues, open items, and claims management functions will all be addressed early in the process to ensure effective support and guidance of your employee benefits program. As your full-service employee benefits consultant, we will take care of all your insurance needs. Mark III will move quickly to gain familiarity with the client, including the following:

- Your operations
- Your business and industry environment
- Your employee benefits goals
- Your current coverage/policies
- Your personnel and reporting structure at the various locations
- Your style of operation
- Your claims

This information will allow us to operate effectively as your employee benefits consultant. We will also work with your staff to prioritize aspects of the employee benefits program for the marketing process to alternative carriers.

The following is a tentative transition and service plan designed for the client. We have expanded upon this concept to include a timetable and an idea of the services available to the client. This plan and timetable can be revised to reflect other services at your request.

In the first month: When we are selected as your new employee benefits consultant, the client and Mark III will meet to introduce team members and clarify roles and marketing objectives for the coming months. Mark III will notify carriers of the new assignment and establish a meeting date with them to review open issues. In the subsequent 12 months, we will take the following actions depending upon the services purchased and whether medical and/or voluntary are included.

Information Gathering & Potential Plan Design Changes

- Review historical information in files and request missing information
- Develop a benefits summary matrix
- Review funding alternatives and determine which to include in market specifications
- Run a health care claims analysis option
- Evaluate analysis findings and provide benchmarking data
- Discuss potential changes based on analysis and benchmarking
- Decide upon all plan design changes
- Update relevant plan documents

SCHEDULING & TIMELINE

Vendor Solicitation & Selection

- Review contractual obligations of current vendors
- Discuss desired vendor services and create a list
- Develop vendor services standards
- Evaluate proposals from third-party vendors and report recommendations
- Negotiate contractual provisions with third-party vendors
- Review of renewal policies

Workplace Wellness Initiatives

- Evaluate current wellness offerings and pinpoint areas for improvement
- Create goals and objectives for the wellness program
- Create an employee communications plan
- Develop a plan for measuring and tracking results

Open Enrollment

- Evaluate past open enrollments and identify areas for improvement
- Discuss options to improve open enrollment
- Develop enrollment plan and timeline
- Create an employee communications plan

Retirement Benefits

- Evaluate current retirement plan offerings and enrollment
- Decide on changes to planning structure or type
- Review legal obligations as a plan sponsor
- Develop an employee communications plan

Total Compensation & HR Support

- Examine how the benefits plan fits into employees' total compensation
- Discuss new perks or benefits to potentially add
- Distribute total compensation statements to employees
- Identify areas where the HR department is falling short and pinpoint tools to remedy issues
- Provide consistent access to relevant HR materials
- Evaluate employee handbook and revise as necessary
- Discuss hiring goals and evaluate current practices
- Create a plan to improve the recruiting process
- Discuss retention goals and evaluate current turnover rates
- Create a plan to increase employee satisfaction and retention

Compliance

- Discuss any compliance concerns or hurdles
- Create a plan for addressing compliance issues and provide compliance materials
- Outline a plan for maintaining compliance in the future

Employee Communication Support

- Review previous and current communications
- Identify where communications are lacking and how to improve
- Develop a new employee communications plan and provide regular communications

SCHEDULING & TIMELINE

The following information is confidential and specific to the group and Mark III Brokerage. This document is for informational purposes and is based on assumptions made by Mark III. Tasks and completion dates can be changed and updated as needed. All dates are to be determined and will be based on the enrollment start date. The information is being provided to you solely for the purpose of implementing the Annual Enrollment Process for the requested plan year.

8 - 10 weeks prior to enrollment	• Meetings will be held with the group and Mark III to discuss the implementation and enrollment process for all products offered by Mark III.
	• Mark III New Account Questionnaire to be completed by the group.
	• A conference call will be held with the group, Mark III, and the enrollment system to discuss the annual enrollment. This will be held once the products have been decided. Topics include:
	  ◦ Confirming enrollment dates and products to be enrolled
	  ◦ Pre-enrollment census file
	  ◦ Post-enrollment deduction file
	  ◦ Enrollment Website
	• Mark III Account Manager will request census data from the group. Census to include:
	  ◦ Demographic info: SSN, Name, DOB, DOH, Address, Gender, Salary, Occupation
	  ◦ Deductions info: To be determined
	• Mark III Account Manager, the enrollment system, and the medical carrier will have a conference call to discuss the post-enrollment data file layout required by the medical carrier.
	• Mark III Account Manager will request dependent eligibility census from prior medical carrier and/or group to load into enrollment website.

6 - 8 weeks prior to enrollment	• Mark III Account Manager to set up product implementation calls with carriers and group.
	• Mark III Account Manager will send carrier contracts for the group to sign.
	• Enrollment Schedule - Group and Enrollment Manager will work on drafting and confirming the enrollment schedule.
	• Mark III will work with the group on employee communication pieces for all products.
	  ◦ Mark III's Marketing team will create the benefits booklet for the group. The booklet will be approved by all insurance carriers and groups prior to printing.
	  ◦ Mark III Account Manager will send a draft of the Enrollment Poster & Flyer for review to the group. Once approved, the Mark III Account Manager will have a supply printed and mailed to distribute to each location.
	  ◦ Video Processing if applicable. Develop and review video content to communicate all products to employees.

3 weeks prior to enrollment	• Group will send the requested pre-enrollment census data to the Mark III Account Manager. • Once sent and processed at Mark III, the Mark III Account Manager will forward the payroll census data to the enrollment system. Product information (including rates) will also be sent to the enrollment system. • Mark III Account Manager will request that the enrollment system looks over the data to ensure that the necessary components are there to begin working on the website.
1 - 2 weeks prior to enrollment	• Mark III Account Manager, group, and the enrollment system will review the website and make sure that it is ready to be launched for the enrollment.
Enrollment Period	• Mark III enrollers will be on-site at group to assist employees with enrolling in their benefits, and answer questions related to the benefits being offered.
Last day of enrollment	• Website will close to Mark III Enrollers. (Remember, no elections will be permitted after this date so that post-enrollment data will be returned to group in a timely fashion.)
3 weeks after enrollment	• The enrollment system will send post-enrollment data to the group, Mark III Account Manager, and all insurance carriers. It will be the responsibility of the group to load the payroll deductions into their system. The file will be formatted so that it may be uploaded to the group payroll system. **NOTE: If there is a challenge with the electronic file that the group receives, the enrollment system and Mark III need to be notified ASAP.**
1 week after data is distributed by enrollment system	• Mark III Account Manager will confirm with all carriers that the data has been received and that all applications are being processed accordingly with the effective date of coverage.



CASE STUDIES

Case Study – Dependent eligibility audit saves County $1.28m

Situation: A large Florida county with a self-insured plan of over 3,000 dependent covered employees and 6,700 dependents. Client wanted to explore future dollars to capture if implementing a spousal surcharge.

Solution: A dependent eligibility audit by one of vendor partners was conducted and delivered better than expected participation, savings, and ROI results by finding spouses working outside the home that had access to benefits.

Result: Based on action from the audit of this county had:
·97% employee participation
·4.3% ineligible dependents
·Saved $1.28m on the first year with a 28x return on investment

Case Study – Dependent eligibility audit for a large school system

Situation: A large school system with a self-insured plan of over 3,000 dependent covered employees and 8,000 dependents. The school system wanted to maintain tight eligibility controls on their health plan and maintain their spousal carve-out.

Solution: A dependent eligibility audit by one of vendor partners was conducted and found spouses working outside the home that had access to benefits.

Result: Based on action from the audit of this school district found:
·16.3% ineligible dependents – 1,300 found
·Saved $7m on the first year

Case Study – Pharmacy Contract negotiation saves large County Government over $400K

Situation: A large County government with a self-insured plan had over 5,000 prescriptions on their plan with 118 specialty brands.

Solution: We negotiated the PBM contract to increase reimbursement across all brands including a large increase on specialty prescriptions.

Result: Based on negotiations, we were able to:
·Save over $400K in 2020-2021 on the contract

Case Studies- Outcomes Base Wellness Programs Provide Positive Results

#1

Situation: A large city was significantly at risk with health care costs continuing to rise year over year. The city had previously implemented a participation base wellness program in 2013, but they were not seeing results in health care costs or employees risk scores.

Solution: The city implemented an outcome base wellness program in 2015 with adding incentives for meeting standards, meeting metrics, and participating in coaching onsite.

Result: Over the last few years, the health of the population has significantly improved. The numbers tell the story and success of the program. The percent of the population at risk has decrease since implementing an outcomes base wellness program.

#2

Situation: A large employer with an employee population of implemented an onsite pharmacy and clinic, employees were offered incentives if they met with a health coach, but health care costs continued to rise across all employees and health risk status.

Solution: The county decided to implement health outcome standards to motivate employees to change unhealthy habits. Employees that meet standards earn HSA dollars of up to $750 and have continued to increase the HSA amount to $1200 in 2022.

Result: Year 1, 98% of the employee/retiree population participated in the health screenings and coaching program and after the first year 98% reduced or maintained their number for health risks.

Case Study – Targeting the Diabetes Population

Situation: For a large County Government employer, diabetes had become more prevalent among the chronic conditions along with high medical costs. This county continued seeing the costs increase before asking for other options besides coaching or programs offered through their medical plan.

Solution: Mark III assisted the county with implementing a third-party disease management program for diabetes. This voluntary wellness program offers one on one counseling with a pharmacy care manager 4-6 times during the year, no cost medications and supplies, and a cash incentive for employee/spouses/retirees actively participating in the program.

Result: Over 60% of the eligible population decided to participate in the program. The success of the program is attributed to bringing incentives, relationships, education, empowerment, and accountability to participants where they are. Participants enrolled in the program have decreased their health risk and decreased medical costs while those not enrolled in the program continue to have increased medical costs and increased risks.

Case Study – Targeting body weight, the root cause of many chronic conditions

Situation: As Mark III assisted many of our clients with implementing screenings, coaching, disease management and incentives we began to see blood pressure, cholesterol, diabetes decrease but the body weight and waist circumference measurements were still at a plateau.

Solution: Mark III decided to create a goal with incentives to encourage participants to make the changes needed to meet the goal and earn the incentive. Following guidelines from the CDC, American Heart Associated and American Diabetes Association employees would have a year following a biometric screening to meet the goal or show a 5% improvement in waist or body weight.

Result: We currently have many clients, county and city municipalities that have put the incentive in place with more adding it each year. The results have shown us that with incentives and a goal, progress can be made to move the needle and that employees who meet the standard decrease plan costs more than those who do not meet the standard. (Adding graph to back up data)

Case Study – Promotion of Weeklong Virtual Membership/Benefits Conference

Situation: One of our association clients had a need for promoting a week-long virtual conference surrounding all of the member benefits and insurance plans for their membership.

Solution: We created a full-fledged integrated communications plan involving website landing pages, events calendar, virtual platform, social media posts, geofencing, and search/social media advertising.

Result: Based on just the first two quarters of their new program, the social media strategy produced:

- Facebook page reach of 398 per month in 2021 increased nearly 11,000% to 44,000 reach during the campaign!
- Ad campaigns reached an additional 137,000 users and was seen nearly 500,000 times within 2 months.
- Average website traffic increased over double the average traffic before the campaign began.
- Virtual event had a total of 930 attendees vs 100-150 for the old in person event prior to 2020.

Case Study – Large North Carolina School District uses Direct Messaging to promote Open Enrollment

Situation: One of our large North Carolina School Districts with 12,000 employees approached us with wanting to use alternative means to expand communications on benefits open enrollment.

Solution: We created an integrated media plan which included direct opt-in data from the school district to put social media advertisements and text messages directly in front of employees.

Result: Using this strategy, we were able to:

- Reach nearly 3,000 employees on Facebook and Instagram.
- Had over 300 employees directly click on the social media posts to self-enroll
- Reach over 5,000 employees by text message
- Had a 10% click rate from text messages within an hour of text messages being sent



TAB 3:
Individual Qualifications

QUALIFICATIONS EXPERIENCE OF TEAM MEMBERS

Mark III will use it's staff of experienced consultants to perform the work required.

We will act as – Lead Consultants, Voluntary Benefits Broker, Wellness Consultant, Enrollment Technology Platform, Benefits Enrollment Servicing, Benefits Communication.

The Mark III Team includes, but is not limited to:

- ***Josh Nelson - Regional Executive, Lead Point of Contact***
- Matt Susin - State Operations/Account Executive
- Laura Koszesza – Case Manager – Supported by – 12 other account managers
- Mark Browder – Medical, Pharmacy, Stop Loss
- Makenzie Correll – Wellness Coordinator
- Michael Smith – Communications Director
- Warren Wilson – Enrollment Platform Director
- Implementation Manager – Cindy Hayden
- Call Center Manager – Rob Moss supported by Heather Chipley and Crystal Alley
- Matthew Chapman – Renewal & New Hire Enrollment Manager
- Crystal West - Director of Operations
- Dan Browder - President

Mark III Employee Benefits

ORGANIZATIONAL CHART- FULL TIME EMPLOYEES



MARK BROWDER
VICE PRESIDENT,
CONSULTANT SERVICES
5 CONSULTING TEAM MEMBERS



DAN BROWDER
PRESIDENT



NEIL BROWDER
VICE PRESIDENT, SALES
9 SALES TEAM MEMBERS



CRYSTAL WEST
DIRECTOR OF OPERATIONS



MICHAEL SMITH
DIRECTOR OF MARKETING
& TECHNOLOGY



MATTHEW CHAPMAN
DIRECTOR OF ENROLLMENT



WARREN WILSON
DIRECTOR OF ENROLLMENT
TECHNOLOGY



**MARKETING &
COMMUNICATION**
2 TEAM MEMBERS



IT/SYSTEM ADMIN
1 TEAM MEMBER



CASE BUILDERS
2 TEAM MEMBERS



EDI SPECIALIST
2 TEAM MEMBERS



**BILLING &
ACCOUNTING**
4 TEAM MEMBERS



**ACCOUNT
MANAGEMENT &
CUSTOMER SERVICE**
12 TEAM MEMBERS



**ENROLLMENT/CALL
CENTER MANAGER**
2 TEAM MEMBERS

KEY PERSONNEL

Mark III's public sector team is experienced, highly skilled, and knowledgeable benefits experts who specialize in public school systems, county governments, municipalities/townships, and local authorities. Our team has the resources to support all aspects of the Scope of Services set forth by the Request for Proposal.

Meet your trusted Mark III team members:

President: Dan Browder

Vice Presidents: Mark Browder, Neil Browder
Dan, Mark, and Neil Browder bring over 30 years of experience in health, dental, vision, and voluntary benefits. Their focus is on formulating a strategic plan to advance the client and their employees in the right direction. They are skilled in all aspects of the insurance brokerage business including sales, client relationships, personal matters, agency management, and insurance company relationships.

Director of Operations: Crystal West
Crystal West is responsible for defining and implementing operational policies and guidelines for the organization while supervising and keeping track of the company's revenue margins and conducting budget reviews to maximize profits. She leads the account management team while also overseeing bill reconciliation and payroll. She is highly skilled in leadership and organizational abilities, have in-depth knowledge of data analysis software, working knowledge of customer relationship management (CRM) packages, and outstanding negotiation skills.

Implementation Manager: Cindy Hayden
Cindy Hayden has been working in the insurance industry for over 11 years. She works closely with new clients to ensure all data and files are collected and completed for a successful setup and enrollment. Cindy will also provide platform training to the client as well as propose solutions to issues that may arise throughout the year. Her skills include but are not limited to, claim resolutions, customer service management, and researching and facilitating solutions for employee benefits.

Account Managers: Angie Roberts, Becky Terebeckij, Cindy Horton, Ginger Durbin, Kathy Yount, Heidi Burke, Jeanne Shankles, Kathy Yount, Kim Ward, Kris Lucas, Laura Koszesza, Megan Wizansky, Sara Kilgore, Sherry McCormick
Our dedicated Account Managers all have extensive knowledge in the insurance industry. As licensed agents, they are responsible for educating the client on available benefits to assist HR Departments, Plan Administrators, and employees. Their focus is on providing exemplary customer service to each account they manage. They will provide continuous communication to the client to ensure that all of their needs are understood and addressed. Each of our Account Managers is knowledgeable on insurance procedures, efficient in problem-solving, and an advocate for the client and its employees.

Bill Reconciliation & Accounting Specialists: Andrea Mosley, Betsy Adams, Jennifer Siedlecki, Kelli Sluder, Kristen Ramey, Savannah Oertling
Our bill reconciliation and accounting specialists help manage all forms of financial accounts within the organization. Our team of specialists keeps accurate records of both accounts payable and accounts receivable, ensuring that invoices are paid where necessary and that clients pay invoices as required. They also communicate with carriers/vendors and the group on any discrepancies between bills and invoices to ensure accurate data is being communicated and received. They exemplify exceptional time management, communication, and problem-solving skills.

Director of Enrollment Technologies: Warren Wilson

Enrollment Operations: Ken Wininger, Sam Browder, Logan Honeycutt
EDI/Data Specialist: Eric Perry, Jessica Jones, Clint Gwin, Gabe Hirsch, Paige Danko, Noah Alexander
The enrollment technology team creates more efficient and effective benefits enrollment results by designing and constructing a customized enrollment platform. They collaborate with internal partners to streamline internal and external processes and interactions, including EOI, billing, communications, claims, and data exchange. They manage the technology platforms as well as design, implement, and maintain data interchange systems between companies or departments. Their focus is on partnering with team members to support new business development, achieve enrollment results, and develop product growth within existing clients.

Benefits Consultants: Tom Cheswick, Tracy McCarty, Will Campbell
Our benefits consultants have extensive knowledge both on the carrier and brokerage side of the business with over 50 years of combined experience. They are highly experienced subject matter experts with years of experience in wellness planning, plan underwriting, rate development, budget management, plan specifications, development, & marketing, including evaluation & contract review. They provide strategic guidance for both medical, voluntary, and ancillary products. Their focus is on implementing and negotiating top-of-the-line products with carriers/vendors to ensure long-term results that are cost-effective to the client. Their skills include but are not limited to providing clients with legislative and compliance resources, coordinating resource allocation to meet the employer's needs, and retaining and maintaining a cost-effective benefits package.

Regional Benefits Executives: Josh Nelson, Matt Susin
Our account executives have long-standing experience in the insurance industry. They focus on cultivating new client relationships and assisting current clients to provide solutions to their benefits needs and goals. Their responsibilities include maintaining client contact to assess employee benefit needs, researching and facilitating solutions for employee benefits issues, new client product sales, and partnering with consulting staff for client education as needed.

Wellness Coordinator: Makenzie Correll
Makenzie Correll works with existing and new clients to provide wellness solutions that meet the needs and goals of the organization. Because of the close relationships, she develops with the client, she is particularly sensitive to the issues that exist for the employer and is committed to finding long-term solutions. Her responsibilities include but are not limited to, creating a culture of wellness in the organization, assisting and managing available resources to help the client create a wellness program, creating vendor proposals and providing data analysis, and assisting in the implementation or maintenance of a wellness program created by consultant staff.

Director of Enrollment: Matthew Chapman

Case Managers: Angela Johnson, Chris Castanes, Cindy Wilson, Davan Johnson, Donna Cash, Kaye Edwards, Pam Cox, Patsy Hooker, Rodger Ramseur, Tom McCabe, Yvette Ulisnik
Our trusted enrollment managers are responsible for overseeing the entire enrollment process while managing our staff of non-commissioned enrollers. Their responsibilities and duties are to report to management all data on the enrollment, update company records with information relevant to each employee's enrollment, communicate with benefit providers to ensure services are supplied according to the agreement, supply employees with documents related to enrolling, maintaining and understanding their benefits coverage, and answering any questions regarding details of their benefits.

Call Center Manager: Rob Moss

Customer Service Specialists: Heather Chipley, Melinda Spurlin
Our customer service specialists are dedicated to answering benefits questions and resolving any concerns employees may have during and after enrollment. They are responsible for providing prompt, accurate, and friendly customer service. Those services include responding to inquiries regarding insurance availability, eligibility, coverages, policy changes, transfers, claim submissions and billing clarification.

Director of Marketing & Technology: Michael Smith

Marketing & Communication Specialists: Madalyn Lovejoy, Laken Honeycutt, Allyson Burgner
Our marketing team is comprised of highly skilled and qualified professionals. They look for consumer behavior trends and generate creative ideas. Our marketing team is well-versed in specialized marketing concepts, principles, and tactics. Their responsibilities include but are not limited to, conducting market research to find answers about consumer requirements, habits, and trends, brainstorming and developing ideas for creative marketing campaigns, and assisting in outbound or inbound marketing activities by demonstrating expertise in various areas (content development and optimization, social media advertising, web development, and digital marketing, etc.), and providing all communication materials to employees throughout the year for continued education and understanding.

Social Media Marketing: Allyson Burgner

Videographer: David Huff
David Huff is responsible for planning, filming, and editing benefits and group presentation videos. He uses his creativity and imagination to create customized client videos that are tailored to their employees. In addition, he creates customized benefits videos that educate employees on the benefits offered by their employer. Those videos can be found on the client's personalized microsite where policy information, benefits guides, contact information, and much more can be found.

IT/Systems Administrator: John Dorton
John Dorton is responsible for the maintenance, configuration, and reliable operation of computer systems and servers in the organization. His duties include but are not limited to, installing hardware and software, and participating in research and development to continuously improve and keep up with the IT business needs of the organization. He also actively resolves problems and issues with computer and server systems to limit work disruptions within the company.

JOSH **NELSON**

REGIONAL EXECUTIVE



(904) 759-7062

josh@markiiieb.com

Serves Southern Georgia & Northern Florida

markiiieb.com

PROFILE

Josh Nelson has a long-standing experience in the insurance industry. He focuses on cultivating new client relationships and assisting current clients to provide solutions to their benefit needs, researching and facilitating solutions for employee benefit issues, new client product sales, and partnering with consulting staff for client education as needed.

RESPONSIBILITIES

- Meeting with the employer to assess the employee benefit needs
- Researching and facilitating solutions for employee benefit issues
- Maintaining ongoing contact with the customer
- Medical consulting and wellness strategies
- Renewal calculation and negotiation
- Setting budgeted rates
- Providing customers with legislative and compliance resources
- Coordinating resource allocation to meet the employer's needs

MATT SUSIN

DIRECTOR FLORIDA OPERATIONS



(321) 392-5599

matt@markiiieb.com

6525 3rd Street, #407
Rockledge, FL 32955

markiiieb.com

EDUCATION

BACHELOR OF ARTS

Florida State University

PROFILE

Matt received a BA from Florida State University in 1999. After college Matt went to work for the esteemed Greenberg Traurig Law Firm in Tallahassee as their Legislative Coordinator for all Florida cases and clients. Matt began managing over 60 million in self insured and fully insured cases in 2011 and continued to expand his experience and regional footprint over the next 11 years. Currently, he is the broker for many self and fully-insured cases. Delivering tough negotiating skills and custom innovative wellness plans to drive down health care costs is Matt's strength in the marketplace. His innovative packages attract many medical providers to lower costs due to his successful low trend rates.

RESPONSIBILITIES

- Developing and Managing Communications Plans and Systems for Custom Communications Strategy
- Meeting with the employer to assess the employee benefit needs
- Researching and facilitating solutions for employee benefit issues
- Maintaining ongoing contact with the customer
- Medical consulting and wellness strategies
- Renewal calculation and negotiation
- Setting budgeted rates
- Providing customers with legislative and compliance resources
- Coordinating resource allocation to meet the employer's needs

LAURA KOSZESZA

ACCOUNT MANAGER



(321) 392-5599

laura@markiiieb.com

6525 3rd Street, #407
Rockledge, FL 32955

markiiieb.com

PROFILE

Laura Koszesza will be your primary Account Manager. She is dedicated to our Florida operation and will manage the day-to-day service functions for both HR and your employees. She has been in the insurance and HR industry for over 16 years, working primarily in public sector benefits.

RESPONSIBILITIES

- Address policy questions on insurance products, and provider networks
- Assist new hires with enrollment
- Assist employees with qualifying events
- Resolve billing issues
- Claim resolution for your employees
- Advocate in settlement disputes
- Assist the county with required benefit communications and regulatory changes
- Desktop publishing for communication material
- Organize and implement all phases of benefit communication
- Schedule annual enrollment dates

TOM CHESWICK

SENIOR MARKETING CONSULTANT



800-532-1044 x208

tom@markiiieb.com

211 Greenwich Road
Charlotte, NC 28211

markiiieb.com

PROFILE

Tom Cheswick will assist Jon Manfull and Brad Easterling in handling the annual procurement process. He is responsible for marketing our client's insurance products and analyzing all insurance carrier and vendor responses. He has worked in the insurance industry for over 30 years and is very knowledgeable on insurance company procedures and efficient at problem-solving. His responsibilities include, but are not limited to:

RESPONSIBILITIES

- Creating the marketing specifications
- Collecting the material and information the vendors will need to produce a response
- Respond to vendor questions and inquires for information
- Analyze the vendor responses (including network access)
- Provide comparative analysis spreadsheets (price/benefit/networks)
- Coordinate and conduct finalist presentations when necessary
- Consistently researching the market looking for the most competitive insurance plan designs
- Negotiates special terms and conditions for insurance products that are advantageous for the County

MAKENZIE CORRELL

WELLNESS COORDINATOR



980-521-4527

makenzie@markiiieb.com

211 Greenwich Road
Charlotte, NC 28211

markiiieb.com

EDUCATION

BACHELOR OF SCIENCE
EXERCISE & PHYSIOLOGY

University of North Carolina

PROFILE

Makenzie Correll holds a Bachelor of Science Degree from the University of North Carolina (Charlotte) in Exercise and Physiology, with an emphasis on health and wellness. She joined our team in 2016 but has worked exclusively in the public sector since 2011. Makenzie works with existing and new customers to provide wellness solutions to meet the needs of the organizations. She is a wealth of knowledge when it comes to wellness programs and initiatives. She is particularly sensitive to the issues that exist for governmental employers and is committed to finding solutions for the customer.

RESPONSIBILITIES

- Helping the client create a culture of wellness in the organization
- Assembles available resources to create and add to existing wellness programs
- Assist in the management of wellness plans/programs
- Creating vendor Request for Proposals
- Evaluation of proposal and analysis

MATTHEW **CHAPMAN**

DIRECTOR OF ENROLLMENT



980-521-4527

matthew@markiiieb.com

300 W. Watauga Ave.
Johnson City, TN 37604

markiiieb.com

PROFILE

Matthew Chapman has over twenty-five years of experience in the insurance industry and is a seasoned veteran of the enrollment process. He has worked with Mark III since 2012 and specializes in working with Public Sector entities. His responsibilities are to oversee the entire enrollment process and manage the enrollment counselors to ensure there is a consistent message delivered to your employees.

RESPONSIBILITIES

- Ensure the entire enrollment process is accurately planned/implemented
- Organize and train the enrollment teams on products being implemented
- Processing and forwarding enrollment material
- Adjust enrollment resources as necessary
- Scheduling group meetings & individual meetings
- Responsible for ongoing enrollment requirements, new hires, etc.



TAB 4:
Firm Qualifications & References

QUALIFICATIONS & EXPERIENCE

Mark III is a licensed employee benefits consultant in the state of Florida. Founded in 1973, we are still a privately held family-owned and operated business with over 50 full-time employees. We are a debt-free organization and maintain no affiliations with any insurance company, third-party administrator, or provider network. Our sole obligation is to our client.

Mark III has been representing public sector clients like the City of Fernandina Beach since 1977. Over the last 50 years, we have become one of the largest Independent Public Sector employee benefits consultants in the Southeast United States. In an industry where acquisition and mergers are quite common, it should be noted that we have never purchased or merged with another company or agency. All of our growth has been through the natural course of business and built upon the reputation of meeting or exceeding our client's expectations.

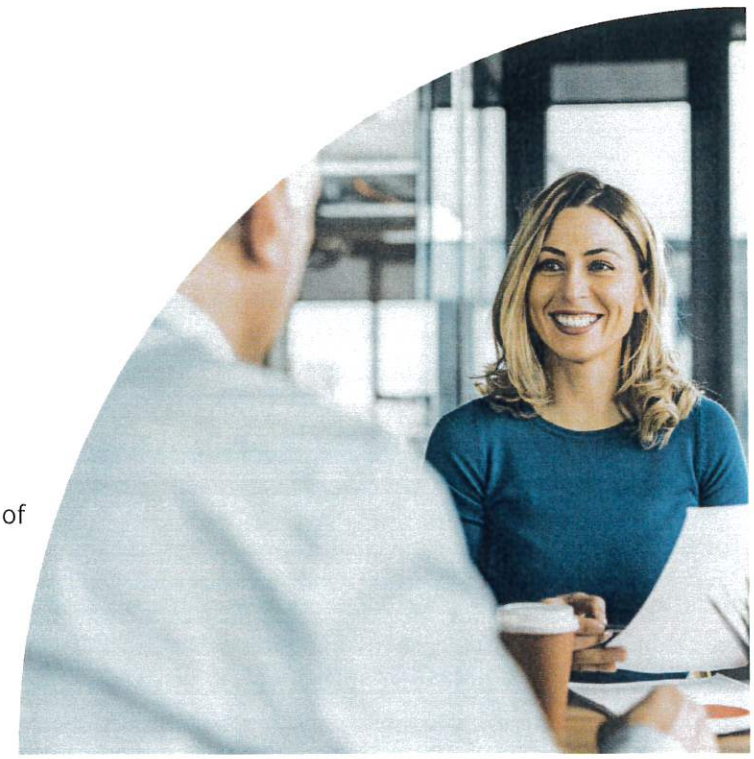
Mark III's entire customer base is comprised of municipalities, county governments, and public school systems. This concentrated focus on the public sector gives Mark III an incredibly unique perspective and skill set to offer the City of Albany. We possess an in-depth understanding of local government benefits and are discernibly qualified to evaluate, design, implement, manage and enhance your overall program.

As a member of your team, we will provide responsive, comprehensive, and quality counsel. We will proactively advise you on plan design or administrative changes, financial challenges, and compliance/legislation changes. The City of Albany can expect us to provide long-term solutions that are specific to your benefit challenges and give solid fiscal advice that contributes to the longevity and success of your program. We have extensive experience in all coverage lines.

These coverage lines include:

- Major Medical Programs: Traditional & Self-Funded
- Consumer Driven Health Plans (HSA's and HRA's)
- Dental Coverage
- Vision Coverage
- Life Insurance
- Long & Short Term Disability
- Optional/Voluntary Supplemental Health Policies
- Section 125 Programs (Flexible Spending Accounts)
- COBRA Administration

Mark III is not a named party to or involved in any active or pending civil or criminal suits, HIPAA violations, or allegations of state or federal regulatory violations. We take our work for clients like The City of Fernandina Beach seriously and we maintain strict adherence to guidelines and protect your employee's information as if it were our own information.



CLIENTS

Alexander County Schools, NC
Ashe County Schools, NC
Asheboro City Schools, NC
Atlanta Public Schools, GA
Avery County Schools, NC
Banks County Sheriff's Office, GA
Barrow County Government, GA
Bertie-Martin Regional Jail, NC
Botetourt County Schools, VA
Brevard County Government, FL
Bristol VA Utility Authority, VA
Bristol Virginia Public Schools, VA
Buchanan Pump Service, VA
Burke Catawba Confinement, NC
Cabarrus County Schools, NC
Caldwell County Government, NC
Carolina Hurricanes, NC
Caroline County Schools, VA
Carroll County Government, VA
Caswell County Government, NC
Cherokee County Schools, SC
City of Brevard, NC
City of Bristol, TN
City of Dalton, GA
City of Dawsonville, GA
City of Gastonia, NC
City of Henderson, NC
City of Hendersonville, NC
City of High Point, NC
City of Johnson City, TN
City of Kingsport, TN
City of Laurinburg, NC
City of Lawrenceburg, TN
City of Lynchburg, VA
City of McMinnville, TN
City of Monroe, NC
City of Morristown, TN
City of Oxford, NC
City of Raleigh, NC
City of Rocky Mount, NC
City of Salisbury, NC
City of Sanford, NC
City of Sevierville, TN
City of Shelby, NC
City of Washington, NC
City of Winston Salem, NC
Cleveland County Government, NC
Cleveland County Schools, NC
Cleveland County Water & Sewer, NC
Columbus County Government, NC
Culpeper County Schools, VA
Culpeper County Government, VA
Craven County, NC
Dare County Government, NC
Davidson County Schools, NC
Dawson County Government, GA
Dinwiddie County Public Schools, VA
Duke University, NC
Durham County Government, NC
Durham County Public Schools, NC
Edgecombe County Government, NC
Essex County Public Schools, VA
First TN Human Resources Agency, TN
Floyd County Public Schools, VA
Fluvanna County Schools, VA
Forsyth County Government, NC
Forsyth Tech Community College, NC
Franklin County Schools, NC
Gaston County Government, NC
Gloucester County Public Schools, VA
Gloucester County Government, VA
Grainger County Schools, TN
Granville County, NC
Greensville County Public Schools, VA
Guilford County Schools, NC
Habersham EMC, GA
Halifax County Government, NC
Hamblen County Government, TN
Harnett County Schools, NC
Harnett County Government, NC
Haywood County Government, NC
Henderson County Government, NC
Hertford County Government, NC
Hoke County Government, NC
Huntsville Utilities, AL
Jackson County Schools, NC
Johnson City Schools, TN
Johnson County Government, TN
Kannapolis City Schools, NC
King William County Public Schools, VA
Lancaster County Schools, VA
Laurens County Schools, GA
Lee County Government, NC
Lee County Schools, NC
Lee County Government, VA
Lee County Schools, VA
Lynchburg City Schools, VA
Martin County Government, NC
Montgomery County Government, VA
Nash County Government, NC
New Hanover County Schools, NC
Northumberland County Schools, VA
Nottoway County Schools, VA
Onslow County Schools, NC
Onslow Water & Sewer Authority, NC
Person County Government, NC
Pitt County Government, NC
Pitt County Schools, NC
Pittsylvania County Government, VA
Polk County Government, NC
Prince George County Government, VA
Rabun County Government, GA
Race City Steel, NC
Randolph County Government, NC
Randolph County Schools, NC
Richard Childress Racing, NC
Robeson Community College, NC
Robeson County, NC
Robeson County Schools, NC
Rowan County Government, NC
Rowan-Salisbury Schools, NC
Salem City Schools, VA
Scotland County Government, NC
Scott County Government, VA
SEANC, NC
Smyth County Schools, VA
Spotsylvania County Government, VA
Spotsylvania County Schools, VA
Stafford County Government, VA
Stafford County Schools, VA
Stanly County Government, NC
Sullivan County Government, TN
Sullivan County Schools, TN
Surry County Schools, NC
Surry County Schools, VA
Sussex County Public Schools, VA
Swain County Government, NC
Tazewell County Schools, VA
Town of Boone, NC
Town of Greeneville, TN
Town of Hillsville, VA
Town of Holly Springs, NC
Town of Mountain City, TN
Town of Nags Head, NC
Town of Smithfield, NC
Transylvania County Government, NC
Trion City Schools, GA
Unicoi County Government, TN
United Teachers of Dade, FL
Vance County Government, NC
Vaya Health, NC
Washington County Government, VA
Washington County Public Schools, VA
Watauga County, NC
Watauga County Schools, NC
Wayne County Government, NC
Western VA Water Authority
Wilkes County Government, NC
W-Salem/Forsyth County Schools, NC
Wise County Government, VA
Wise County Schools, VA
Yancey County Government, NC

REFERENCES

Rabun County Board of Commissioners, GA
260 Employees
25 Courthouse Square
Clayton, GA 30525
Linda Ramey - HR Director
(706) 782-5271
lramey@rabuncounty.ga.gov

City of Dalton, GA
200 Employees
300 W. Waugh Street
Dalton, GA 30721
Greg Batts - HR Director
(706) 281-1264
gbatts@cityofdalton-ga.gov

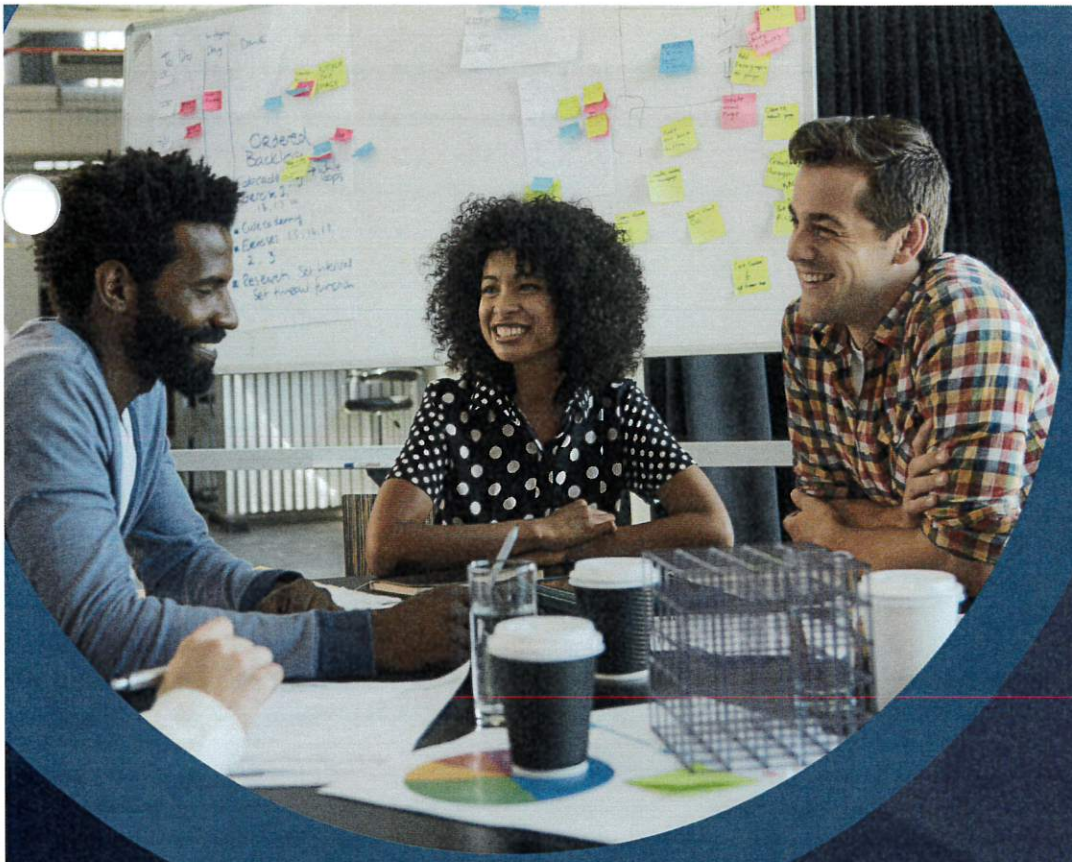
Barrow County Board of Commissioners, GA
450 Employees
30 North Broad Street
Winder, GA 30680
Michelle Thrasher
(770) 307-3774 x5798
mthrasher@barrowga.org

Dawson County Board of Commissioners, GA
400 Employees
New Client as of 1/1/2023
25 Justice Way
Dawsonville, GA 30534
Kristi Finley, HR Director
(706) 344-3500 x42239
kfinley@dawsoncountyga.gov

NOTE

We also have a large block of fully-funded and self-funded employers in North Carolina, Tennessee, and Virginia served by different consultant teams but the same support staff and processes. We have been in the medical consulting business since 1986 and a broker since 1973.





TAB 5:
Identified Service Areas

EMPLOYEE BENEFITS ASSESSMENT AND ANALYSIS

Provide a summary of your firm's process in conducting risk assessment and analysis for firms similar to the City of Fernandina Beach. Identify resources to be used, if not already part of the proposed service team. Provide samples of internal or external reports that are a product of such assessment and analysis. Based upon the information currently available, identify areas of emerging risk relative to the City of Fernandina Beach operations, or risk warrants greater attention.

Mark III develops an understanding of the goals and priorities of all of our customers by meeting with the customer. The purpose of the meeting is to discuss benefit priorities and financial/budgetary constraints. Our vast experience allows us to discuss all of the various products available in the marketplace. We also share our experiences with typical plan designs and cost structures of other clients with similar demographics as a perspective for the client to consider. Once the coverage items have been discussed, Mark III then helps the client create a strategic plan.

Mark III, with the client's input, will create an employee benefits strategic plan. The strategic plan will follow the SWOT analysis method. A SWOT analysis identifies the following:

1. Strengths of the current benefit plan.
2. Weaknesses of the current benefit plan.
3. Opportunities to improve the current benefit plan.
4. Threats to the current benefit plan.

Once the SWOT analysis has been completed, a strategic plan will be developed based on the results.

Typically plans include 2 to 3 year strategy incorporating budget, plan design, contribution strategy, and wellness goals. Mark III has consistently guided the client working in conjunction with the county based on its budget.

Strategies can be developed with long-term goals, discussing the various ways to achieve the goals noted. Often these are ever-changing, dependent upon plan performance in comparison to budget, whether recommendations are taken on plan renewal action, elected official decision making, pay raises, and the marketplace in general. We deliver accurate renewal estimates 7 months prior to the start of the new plan year, which is months in advance of the renewal delivered by the payor.

This allows the City to accurately budget for the upcoming Fiscal Year and not be surprised if there is a cost issue with the medical plan. So rather than being caught off guard if there is a challenge, planning and bidding can be done to give the City multiple renewal options.

Prior to the City receiving the renewal from the carrier/vendor, Mark III evaluates the initial renewal package and gauge the competitiveness of their offer.

Once Mark III has completed the initial evaluation, we will meet with the county to deliver our initial assessment. Based on the initial results of our meeting and how satisfied the client and Mark III are with the renewal, the next step will be determined. If the renewal is competitive and there is not a significant financial or benefit change that is required, no action would be taken. If the response from the carrier/vendor were uncompetitive, then further negotiation would take place. If a satisfactory response from the carrier/vendor does not occur, Mark III would market the plan in question to see if a more competitive offer can be attained from another source.

We provide renewals 120 days prior to the effective date.

Stop Loss insurance Evaluation for Self-Funded Clients
Mark III regularly reviews stop loss impact and the value for the client. We also review the competitiveness of the rates offered for specific and aggregate protection as well as the value of the aggregate coverage versus the premium paid, whether with the TPA or a third party stop loss carrier, reviewing both plan experience, stop loss reimbursements, medical plan trend year over year, and leverage trend factors used by stop loss carriers.

Pharmacy Plan Management for Self-Funded Clients
Mark III has extensive consulting experience with pharmacy plan management, whether wrapped into the medical or through a third-party vendor. We have worked with third party administrators that provide pharmacy administration through various pharmacy benefit managers, using their leverage to get the best value for our clients.

Whether under one carrier or carved out, we exam utilization patterns to determine population disease states, generic versus brand utilization, and specialty drugs costs. Data is shared with all parties to ensure care management needs are addressed where needed if there are gaps in care issues due to non-compliance.

We review the need for design levers such as DAW, Step Therapy, quantity level limits, controlled drug programs, required maintenance mail order, specialty drug care management programs, deductible plan designs, and overall education regarding pharmacy. Annually, data is used to determine plan design needs based on employee feedback, the employer experience, and budget needs.

MARKETING

Describe your firm's proposed marketing processes and strategies. Provide comment on current program structure and pricing (to the extent possible) with particular emphasis on your firm's assessment of the insurance market. Include identification of resources that are not part of the proposed service team. Provide a suggested listing of markets that may be considered for each major line of coverage, including your rationale for such a course of action. Include any intermediaries to be used and your relationship with those companies.

We provide all marketing and RFP development and analysis as well as arrange for finalist presentations as appropriate. We work with the client and the vendor to ensure all appropriate paperwork is completed once the final changes are approved.

From that point, we develop the strategy the client wants to use to inform all plan members of the changes.

Typically, these are communicated in open enrollment memos, on the client website we maintain through Mark III, in the booklet, and in poster advertisement for open enrollment meetings.

It is tailored to client needs.

Due to our book of business, Mark III has extensive experience in making health plan and voluntary benefit changes with various companies and we have staff that experts in knowing the most important points to stress during open enrollment for the various products offered.

In order to create an accurate quote for your health plan, we unfortunately cannot use a similar client's data. Without claims and historical data this is not possible. However, if we are selected as the consultant, we would be able to use your data and our leverage with carriers to give you the best plan possible. We are carrier agnostic.

DATA MANAGEMENT

Provide commentary on the projected needs for the City of Fernandina Beach relative to data management and your firm's approach to meeting those needs. Include resources or systems that might be utilized to enhance this area of benefits management.

Mark III provides updates based on client needs, including benchmark reports and utilization data. Data analytics reports services are broken down into multiple areas to include the medical/RX plans, voluntary plans, employee appreciation surveys, and wellness reports. These reports are all customizable based upon the client and plan needs. This plan would have to be discussed with your benefits team in the set up stages. Please note that these reports vary based on client size as carriers will not release utilization data for small groups so that limits what we can produce or access. There is a timeline overview in the introductory section of the response that outlines potential milestones.

We also provide an online enrollment and benefit administration system at no cost to the City. We are platform agnostic but typically will use Selerix Benselect or Employee Navigator, whichever makes sense for the benefits plans, payroll system and the processes the City already has in place. With these systems we can provide:

Integration
Offers connectivity to other web-based enrollment platforms. This enables carrier/vendor products, tools and content to be integrated easily into other systems

Flexible Business Rules
The system can be configured to support any combination of open enrollment, new hire enrollment, and year-round qualified status changes.

Customizable User Interface
From logos and color schemes, to complete employer branding, the Benefits-Selection user interface provides the flexibility to meet the demands of the most discerning employer groups. Plus, carrier/vendor product videos are available on the system.

Enrollment Setup and Administrator Tools
The enrollment website accommodates self-service and agent-assisted enrollment via co-browse sessions. Employees can enroll in core and voluntary benefit plans, review current benefits, and access forms and other documents.

Free Enrollment of Products
Enroll products with no technology cost via laptop, call center or online with employee self-service.

Administrator Tools
Administrator functionality enables the HR staff and/or enrollment case managers to monitor enrollment activity and process enrollments on behalf of employees requiring assistance, as well as view enrollment history for employees.

Post-Enrollment Data Integration
The data integration capabilities enable updates of employee and enrollment data to most back-office HRIS/payroll systems and carrier eligibility systems. After electronic interfaces are established, the system automatically manages all data transmissions, schedules, and data formats, ensuring each recipient receives the right data in the right format at the right time.

Case Building with Enrollment Platform
By simply answering questions in the online interview guide on the enrollment platform and importing key information, Mark III has the capability of publishing customized electronic enrollments, produce customized benefit statements, and create a variety of reports for their clients – all at the push of a button.

Step-by-Step Case Building Guide
A case-builder walks you through a wide range of information such as enrollment dates, benefit plans, rates, eligibility rules and payroll details, and census information.

Client Customization
Meet the needs of employer groups by using their logos, color schemes, communications, and presentations to brand the enrollment website. Videos can also be added.

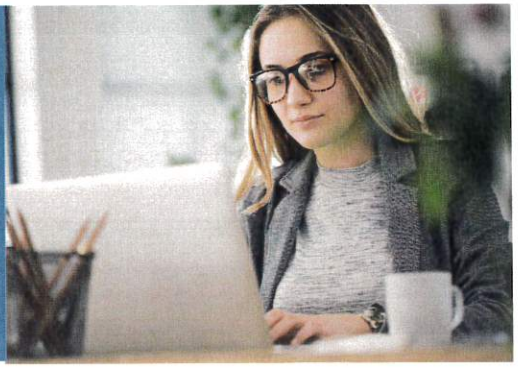
Single or Multiple Sessions
You have the flexibility of completing the guided interview in one session, or logging out of the website and finishing it later. A check mark identifies the next step to complete on the outline.

POST-ENROLLMENT DATA INTEGRATION

The data integration capabilities enable updates of employee and enrollment data to most back-office HRIS/payroll systems and carrier eligibility systems. After electronic interfaces are established, the system automatically manages all data transmissions, schedules, and data formats, ensuring each recipient receives the right data in the right format at the right time.

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You have the flexibility of completing the guided interview in one session, or logging out of the website and finishing it later. A check mark identifies the next step to complete on the outline.



One-Click Development

When all steps are completed and automatically reviewed for errors, you simply publish the case directly to Benefits-Selection with the press of a button.

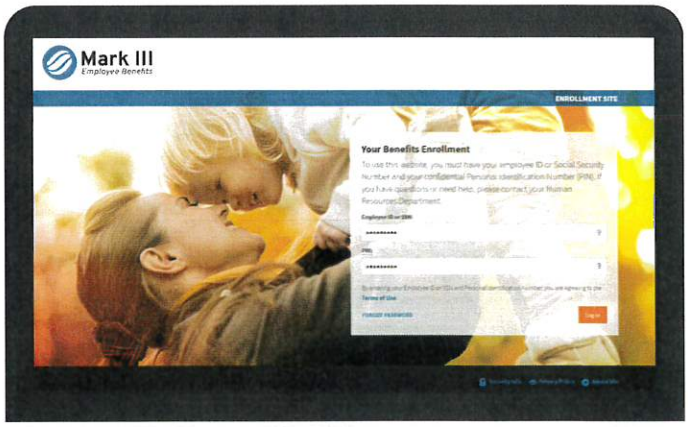
ENGAGE. MANAGE. SIMPLIFY.

The enrollment platform provides industry-leading flexibility to meet your organization's needs. The platform includes a library of insurer products, easily configured to fit each client needs. From enrollment to ACA compliance, the unique blend of technology and service is something clients can expect from the Mark III enrollment platform.

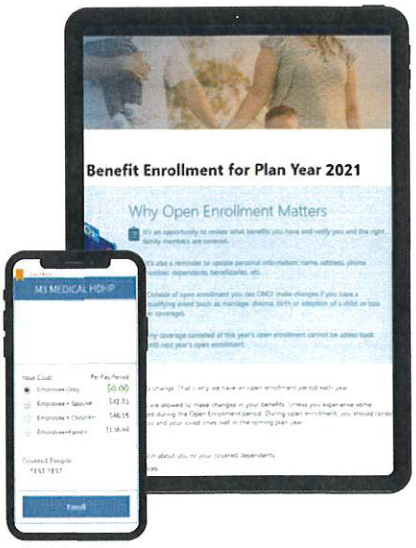
A Quick Glance at the Platform

Below are samples screenshots of the Mark III Enrollment Platform.





ENGAGE.



MANAGE.



SIMPLIFY.

DATA ANALYSIS & SECURITY

Information Security Policies
We have internal security policies adopted from the SANS Institute using commonly adopted security protocols and procedures, including but not limited to: encrypted hardware setups, Multi-factor Authentication, least privileged access, and employee cyber security training. We also require background checks on our employees and contractors. A full copy of the policies can be provided upon request.

SOCII Certified Platforms
We use a variety of technology platforms to fulfill our services. All platforms are vetted prior to use and have ongoing SOC certifications. Systems we use that our services with employee information would be a benefits enrollment and administration system (Selerix BenSelect, Employee Navigator, or WeCare), Email & File management services (Microsoft 365 Enterprise Cloud Services), and Amazon Web Services for call center recordings). Full SOCII reports can be provided upon request.

Business Continuity
From the technical perspective, our data is stored on cloud-based systems and backed up through redundant measures with those providers. For example, we have an Amazon AWS S3 data bucket that saves data to an AWS Data Center in Northern Virginia and automatically replicates it to Northern California for backup purposes. Being cloud-based, it makes our organization nimble and ready to execute from any location with an internet connection. A recent example our organization faced was the COVID-19 lockdown phase in the spring of 2020. Our operations were able to continue and excel thanks to these secure, redundant, and cloud-based technologies. We also have redundant separate internet and communications networks at our physical locations as well as Verizon MiFi jetpacks to maintain connection to our cloud-based services. All connections require TLS encrypted connections.

HIGHLIGHTS

Security-aware company culture: security and privacy training, individual acknowledgement, and frequent password changes.

Our combination of hardware and software-based security, plus proven security practices protects client data against loss, corruption, or unauthorized access.

Data encryption, intrusion prevention, firewalls, backups, server hardening, routine security updates, anti-virus scanning, and e-mail encryption.



PROGRAM DESIGN

Provide a brief summary of potential program designs that may be appropriate for the City of Fernandina Beach for the major lines of coverage. Include the rationale for your suggestions. Given the information provided, identify your firm's key strategies in evaluating the optimum alternatives for the City of Fernandina Beach in the major lines of coverage.

Plan Consulting Experience
Mark III has extensive experience building plans for our clients over the past 50 years.

While consulting with clients on fully-funded benefit plans, we also have over $350,000,000 of self-funded benefit plans under management, this is self-funded perspective that only Mark III can bring.

The self-funded medical plan business is an extraordinarily sophisticated business that requires years of knowledge and experience.

Mark III's focus on the public sector and our breadth of clients provides us with more leverage and knowledge, translating into value for the City.

We work with over 80,000 covered dental lives. In some cases, we are the largest consultant for these carriers nationally.

With respect to Section 125 benefits and flexible spending accounts, we have over 30,000 covered lives and bring significant experience and leverage for our clients.

We are in a unique space in the marketplace and know what is required for Public Sector Clients.

Our competitive advantage is our size and experience, which equates to leverage for the District.

We have the underwriting experience to negotiate the best arrangements for the District with the vendors.

We have significant experience in all coverage lines and bring negotiating power to bear for the City. Those coverage lines include:

- Medical Programs – Including Traditional Health Plan design and Consumer Driven Health Plans (HSAs and HRAs).
- Section 125 Programs
- Dental coverage
- Group Term Life
- Group Long Term Disability
- Group Short Term Disability
- Group Auto & Home Coverage
- Vision Coverage
- Group Long Term Care
- Payroll Deduction Permanent Life insurance
- Payroll Deduction Supplemental Health Coverage
- Payroll Deduction Short-term Disability Coverage

Our experience is in the Public Sector and is important because employees at the District have different needs and expectations than other industries.

Negotiating the Best Arrangements
We have the underwriting experience to negotiate the best arrangements for the client with the vendors. We have significant experience in all coverage lines and bring significant employee benefits experience to bear.

Focusing on public sector gives Mark III insight into the special needs of you and your employees.

Mark III has over $55,000,000 of voluntary benefits premium placed through the organization, providing significant leverage for our clients.

Benchmarking – Because of the customer base that we have in Public Sector, we are probably better suited than anyone to compare your benefits to other similar entities. This can be very helpful when discussing benefits with the elected leadership and employees.

You are our target customer.

Mark III provides a professional and committed service staff to support our customers. We do not rely on the insurance companies to service our clients.

We develop relationships with our customers by providing advice and marketing services on various employee benefit programs, providing communication strategies for the employees, and website development to aid in information and employee self-service.

Products
Mark III brings some of the most innovative plan designs to our customers.

- Outstanding Product Solutions

We are focused on equity, both from a pricing and benefits perspective.

- Guarantee Issue Solutions

Mark III has created a suite of product solutions that offers your employees guarantee issue.

This means that employees that you have who couldn't qualify for some of the current products would be able to obtain coverage through Mark III solutions.

This is a huge advantage for Mark III and is very important for your employees.
We offer products that deliver some of the greatest benefit value to the policyholder available. These products don't take years to build a "benefit," but rather, from the first day that the policy holder owns the policy, there is significant value.

As a broker, it is our responsibility to discern what is intrinsically valuable in a policy, what benefits are important, and what are not.

When one looks at a cancer policy, there are a significant number of benefits outlined in the policy form. It is hard to determine, what is valuable and what is not. Many insurance carriers want one to believe the more benefits outlined, the more valuable the policy.

What we set out to determine is: where is the value?

When one looks at mature blocks of cancer coverage policies, the largest single benefit payment category is radiation/chemotherapy payments. Increases in radiation therapy and chemotherapy claim costs drove carriers to significantly limit this benefit.

Chemotherapy claims can range $3,500 to $6,000 per treatment, once per week. Treatment can continue for months. We don't believe that a benefit that pays $300 or $400 per day adequately cover this exposure.

Cancer Plans that we offer provide some of the highest levels of radiation therapy/chemotherapy benefits for participants available in the market on a per treatment basis.

Secondly, another benefit that is touted by carriers is the first occurrence rider. Industry sources have indicated to us that the average duration of a cancer policy is 6 to 7 years. Therefore, the policy that delivers the greatest value in the shortest amount of time to the policyholder is the one that is the most valuable.
Policies that take years to build up a sizable first occurrence benefit don't deliver the benefit of many policies.

Managing a RFP/RFI Request for the City to Medical Vendors
We perform the following functions for the client when evaluating vendors for health plan changes. :

Plan Marketing and Evaluation Services
Mark III has the expertise to market and evaluate all employee benefits the City can offer. We will perform the following functions:

- **Specification Preparation**

With the guidance and assistance from the client, Mark III will prepare specifications that give the carriers/vendors an accurate assessment of your existing plans. This will include census, claims activity, current plan design, and requested plan designs. The specifications outline your concerns and goals.

- **Marketing the Specifications**

Mark III will contact the qualified carriers and vendors to determine their interest in evaluating your plans. Carriers/vendors that express an interest are sent the specifications to obtain a response. Mark III is responsible for gathering the responses from the qualified carriers/vendors.

- **Evaluate the Responses**

Once all proposals are received, the client and Mark III will narrow down the most competitive carriers/vendors based on, but not limited to, the following criteria:

- Quality of Care provided to the employees and their dependents.
- Sound financial status of the firm.
- Outstanding service, including but not limited to, strong client service support, home office underwriting, contracts, and legal service departments, claims processing, and related customer service.
- Networks, which provide excellent access to hospitals and physicians in the locations where employees reside.
- Network discounts and pricing.
- Competitive rates or fee structure.
- Future stability of rates/fees.

- Providing comprehensive experience reports to the client so that an evaluation can be made relative the plan performance.
- Carrier flexibility when plan design changes are necessary to meet the needs of the employees and the employer.
- Provides quality ongoing service and a service team that is dedicated to solving problems that arise during the plan year.
- An ongoing employee education program to assist the employees' understanding of the plan's operation.
- The flexibility to expand the network to cover new employees.

Mark III will provide a comprehensive evaluation, giving a side-by-side comparison of each vendor's offer.

Funding Plan Experience and Services

The value that Mark III brings to the City is a broad knowledge of the employee benefits business. We have extensive fully-insured, balanced-funded, self-funded, and pool arrangements.

Our consultants, have significant self-funded plan experience, managing Public Sector clients with medical plan budgets ranging from $1,200,000 to $30,000,000.

They work conjunction with Human Resources and Finance to build plan designs that keep the plan within budget while strategically building a health reserve for future costs and providing excellent benefits to employees. We will provide quarterly updates at a minimum, projecting plan costs out for the next year, applying trend and annualizing costs out to the end of the following policy year well before any carrier analysis is provided at renewal. IBNR estimates are provided as needed by clients.

Fixed, expected, and aggregate maximum costs are taken into consideration when projecting costs the next year, focusing on the changes necessary to stay within budget.

Mark III will provide all payroll deductions required for all products we manage. Mark III will develop and set rates and tier ratios for self-funded medical plans for both discounted and non-discounted rates. This is accomplished through evaluation of plan costs on a per employee per month basis, which are converted into three, four, or five tier rates as required by the District. Both budget and renewal strategy would drive the rate structure.

Mark III regularly reviews stop loss impact and the value for the client. We also review the competitiveness of the rates offered for specific and aggregate protection as well as the value of the aggregate coverage versus the premium paid, whether with the TPA or a third party stop loss carrier, reviewing both plan experience, stop loss reimbursements, medical plan trend year over year, and leverage trend factors.

Mark III provides ongoing consulting that provides guidance on plan design that impact cost to alleviate required increases where budget cannot withstand, including development of rate structure, taking into consideration the client contribution strategy and philosophy on dependent rates.

Mark III routinely provides budgeting consulting to clients. Various contribution strategies can be developed depending upon the organization's goals. These vary and are dependent upon the following:

- Organization's tolerance for change in increasing employee share
- Elected official' tolerance for change in increasing employee share
- Budgeted goals yearly based on plan performance
- Organization's philosophy on its responsibility as an employer for employee and dependent coverage
- Reserve
- Balance of benefit plan & pay increases

- Yearly revenues that impact budget
- Elected officials' yearly impact on budget
- Organizational tolerance for plan design changes
- Claims / Lasers / Plan Performance vs Budgeted Costs
- Adverse Selection barriers affecting performance

Population Care Management

The significant challenge that our clients face is the health of the employee and dependent population.

This issue includes the following:

- Weight, which drives Cardiovascular Disease, Hypertension, Diabetes
- Cholesterol leading to Coronary Artery Disease
- High Blood Pressure, which is a primary cause of Heart Disease, Heart Failure, Kidney Disease

Mark III is a leader in strategic population health management and has a proven track record in improving the health of the population and improving claims in controllable health conditions.

Mark III helps develop strategies to improve the health of the population.

- Disease Management strategies at the Employer level.
- Population Health Management at the Employer level.
- Implementation of the following based on comfort level and budget considerations:
  - Screenings
  - Coaching
  - Incentive based strategies
  - Accountability strategies
  - Clinics
  - Disease Management vendors
  - Data mining

The impact of our strategies is an improvement in the health of the population and a positive impact on the claims of our customers.

Why is this important? The main driver of healthcare cost is claims, and we have a meaningful impact on the dominant cost.

COMMUNICATIONS

Describe formal and informal communication processes for the City of Fernandina Beach. Include proposed schedules of key meetings, timelines, and other process mileposts for the proposed client service. Include any proprietary client communications that may be appropriate and available to the City of Fernandina Beach to facilitate communications. Describe your firm's capability of producing annual benefit statements and open enrollment communications for employees.

The client and Mark III will work together to determine the best option to enroll employees. There are three (3) ways in which employees can enroll in their benefits.

Onsite Benefits Counselors

Mark III provides non-commissioned benefit counselors to enroll your employees in their benefits.

- Licensed Benefits Counselors provide necessary educational information, like their customized Benefits Guide and videos, to help employees know what is being offered to them and navigate through the enrollment process.
- We are happy to enroll employees at their work location or at a central location/office.
- Employees will receive a signed benefit summary after their enrollment.
- 6 feet between our benefits counselors and the employees.
- We will provide surgical gloves and hand sanitizers for our enrollers and the employees.
- Face masks are encouraged, but not required.
- 30 minute appointments slots to allow for sanitation between appointments

Call Center

By utilizing Mark III's online scheduler and call center, our non-commissioned benefit counselors are available to assist employees in enrolling in their benefits, virtually.

- Dedicated 1-800 number for each group
- 100% Cloud Based
- Benefits Counselors can take calls remotely.
- Call Center Enrollment Managers are able to monitor call volume in real time.
- Call Center Enrollment Managers supervise our benefits counselors and are able to provide any help to the employee and the counselor.
- All calls are recorded and monitored.
- Employees are able to set an appointment for a benefits counselor to call them and enroll.
- Employees can call the 1-800 number Monday through Friday from 8:00 a.m. to 5:00 p.m. to speak with a benefit counselor.
- No new account login is required to make an appointment.

Self-Service

Employees can utilize our step-by-step self enrollment process to review and select their benefits.

- Each group has a customized benefits website with enrollment instructions.
- Ability for employees to login and make elections themselves.
- Simple illustrations and charts of benefit plan provisions and rates.
- Access to Benefits Guide.
- Product videos.
- Online chat feature with Benefits Representative.
- Automated email confirming the employee's benefit summary.

Mark III will work with you to create strong and strategic communication campaigns that increase employee awareness of open enrollment and builds employee engagement. We offer full-service, customized employee benefits communications. We partner with your staff to initiate a creative and consistent annual marketing and communication strategy/campaign delivered through various media. By developing these communication practices and materials, we can promote the benefit packages to your employees. The following communication techniques are available to you for implementation.

Employee Benefits Website

Mark III will create an employee benefits website specifically for the employees to use. Here they can download forms (claim, enrollment, wellness, etc.), view educational videos, and access voluntary insurance information. The benefit booklet is also available for the employee to view and download during Open Enrollment. The customized microsite is also used for employees who are enrolling, either onsite or through our call center, to set an appointment to meet with a benefits counselor.

Educational Videos

Our in-house media production team produces customized educational videos specific to your employee benefits. These videos highlight information regarding insurance products, flexible spending accounts, HSAs, new hire orientation, open enrollment, wellness programs, and any other topics you would like to be shared with your employees.

Employee Benefits Booklet

Mark III will provide each employee with an employee benefits booklet. It will include all of the benefits information administered by Mark III in one concise document with any additional information your staff would like to include. The booklet will be available to employees in print and PDF versions.

Social Media Marketing

Mark III uses our Facebook and Instagram platforms to communicate with employees in a way that is convenient for them. By using targeted and/or generic audiences, we can remind employees about open enrollment by sharing an ad with them. We also provide a link that directs them to the enrollment page on their customized microsite, where they can choose to schedule an appointment or self-enroll in their benefits.

Text Message Marketing

Mark III offers our clients the option to utilize our text message marketing to communicate various messages (open enrollment, wellness program information, etc.) to your employees. Messages are customizable and can be scheduled when desired.

Mark III Mobile App

Find details about your benefits, download forms, submit claims, ask questions, and more on the MyMark III Mobile App! You can download the app on the App Store or Google Play.

OTHER SERVICES

Provide a brief summary of other services available from your firm that may be appropriate to the City of Fernandina Beach consideration.

Other services we can offer include the benefit administration platform, ongoing payroll/deduction files to your payroll system or HRIS, bill reconciliation, consolidated billing, customized HR videos, promotional videos for the city, and communciation campaigns outside of open enrollment.

BROKER/CONSULTANT COMPENSATION

The client and Mark III will work together to determine the best option to enroll employees. There are three (3) ways in which employees can enroll in their benefits.

Please refer to **Tab 7 Pricing** for detailed pricing. Our compensation on the medical plan and associated services is typically a flat, annual consulting fee plus standard industry commissions on the voluntary benefits if acceptable to the City.

This allows us to provide ancillary services at no additional cost to the City or it's employees, while providing best-in-class benefits to help you recruit and retain the best talent.

COMPLIANCE UPDATES

There are countless rules and regulations governing employee benefit plans, many of which are complex. Our resources will help you meet your compliance obligations and keep you up to date on laws and regulations that affect your employee benefits program.

Our easy-to-read articles will help you find answers to your common COBRA, FMLA, health care reform, HIPAA, Medicare Part D, and Section 125 questions. Our monthly and quarterly newsletters provide concise, attorney-reviewed summaries of benefits rule changes to keep you up to date with the latest regulations.

Health Care Reform

Health care reform is a primary concern for employers. We have a vast array of materials on health care reform to make it easy to stay on top of the ever-changing laws associated with health care reform.

FMLA Compliance

Complying with the Family Medical Leave Act (FMLA) is an important responsibility for HR and benefit managers. We have easy-to-understand informational materials and forms you need to administer FMLA within the law.

COBRA Compliance

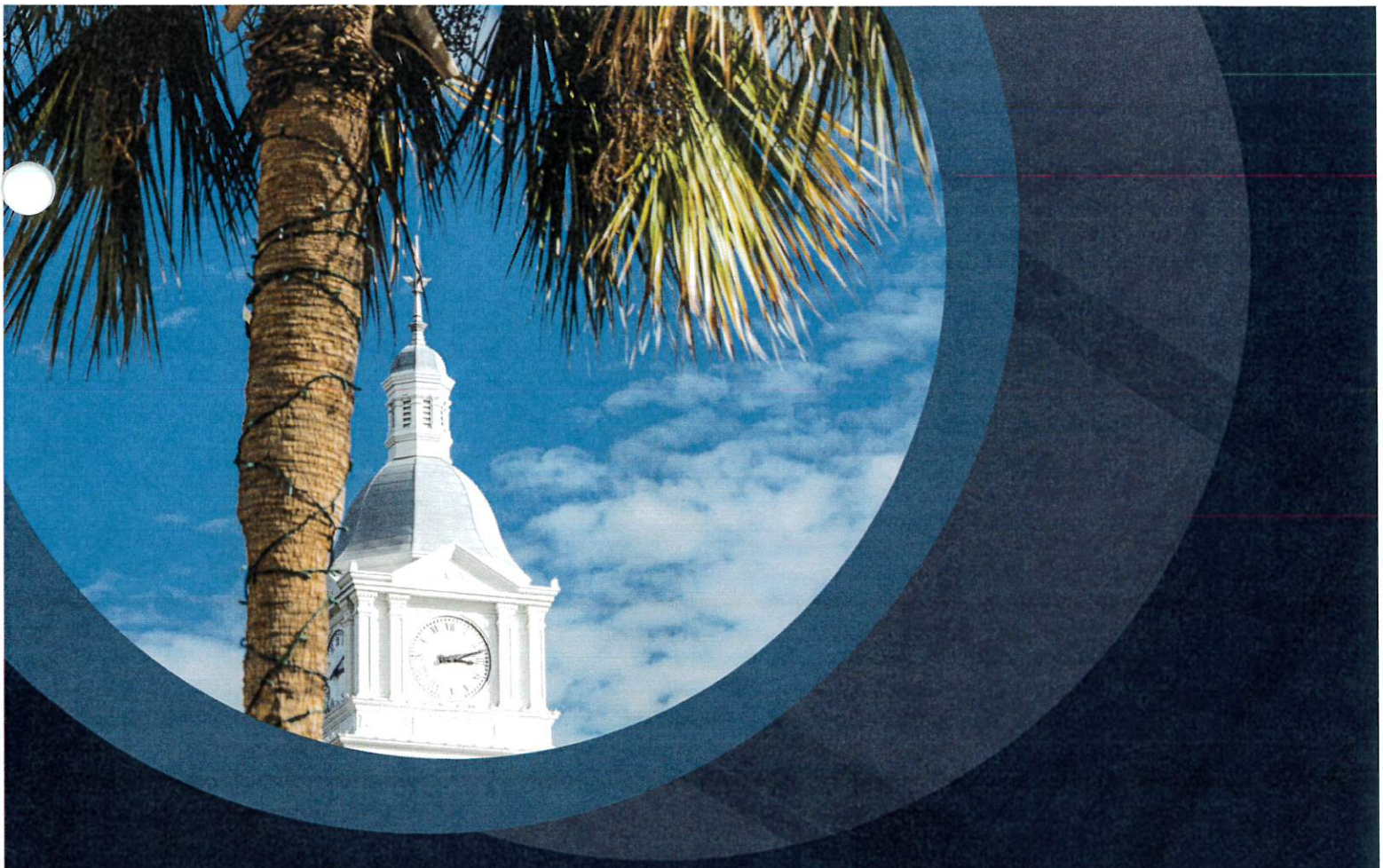
Administering the Consolidated Omnibus Budget Reconciliation Act (COBRA) is another vital HR responsibility. Access numerous employer- and employee-facing educational pieces, as well as model forms and notices to help you remain compliant.

DOL Compliance

Over the past few years, the Department of Labor (DOL) has ramped up its enforcement of federal laws, such as the Fair Labor Standards Act (FLSA). Attorney-created resources can help you learn about DOL compliance obligations and make sure you are following all of the rules.

HIPAA Compliance

Plan sponsors know the importance of complying with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and HIPAA Privacy and Security regulations, but sometimes the implications of those laws on a business can be unclear. We can help our clients understand HIPAA laws and stay current with updates, as well as make administration easier with notices and forms.



TAB 6: Location in Proximity

YOUR MARK III TEAM

With over 50 years of experience in the public sector, we represent over 300,000 employees across the Southeastern United States.

Mark III understands the needs of local government and the K12 market intimately, we work to be your Florida Trusted Benefits Partner.

You will have a dedicated, local executive and point of contact in Josh Nelson who is located at our Nassau County office at: **29304 Pigeon Creek Road Hilliard, FL 32046.**

Additionally, you'll be supported, out of our Florida state headquarters in Brevard County in Rockledge, with additional support from our Johnson City, TN and Charlotte, NC service center locations.



Josh Nelson

Regional Executive & Operations & Primary POC



Matt Susin

State Account Executive & Operations



Laura Kosezsa

Account Manager



Giselle Tilley

Enrollment & Case Manager



Tom Cheswick

Senior Benefits Consultant



Makenzie Correll

Wellness Coordinator



Warren Wilson

Director of Enrollment Technology



Michael Smith

Director of Communications & IT



Mark III Brokerage, Inc.
Florida Headquarters

6525 3rd Street
Suite #407
Rockledge, Florida 32955

321-392-5599



TAB 7:
Compensation & Cost

COST & FEES

Mark III Services:

Mark III will provide the following at the cost noted below:

- Voluntary Insurance Brokerage: **match of 3% on dental and 10% on vision**
- Voluntary Consulting Services: $0.00
- Mark III Enrollment Services: $0.00
- Mark III Client Update Services: $0.00

Flexible Spending Account Administration (FSA):

As a customer of Mark III, we will absorb the cost of flexible spending for City of Fernandina Beach and its employees for a mutually agreed upon flexible account administration vendor. The following will be provided at no cost:

- Annual Renewal Charge: $0.00
- Plan Document & SPD Prep: $0.00
- Discrimination Testing: $0.00
- Monthly Admin Charges: $0.00
- Benefit Debit Card: $0.00
- Employee Group Meetings: $0.00
- Communication Materials: $0.00

Enrollment Services:

Mark III has extensive experience communicating and providing enrollment services. We offer full-service, customized employee benefits communications. We partner with your staff to initiate a creative and consistent annual marketing and communication strategy/campaign delivered through various media methods. By developing these communication practices and materials, we can promote the benefit packages to your employees. The following communication techniques are available to our clients for implementation:

- Employee Benefits Website: $0.00
- Employee Benefits Booklet: $0.00
- Educational Posters/Flyers: $0.00
- Educational Videos: $0.00
- Social Media Marketing: $0.00
- Text Message Marketing: $0.00

Health Care Consulting Fees:

Mark III will provide these services at **$75,000 annually**.
These services include the following:

- Tracking Claims & Cost
- Budget Rate Development
- Renewal Strategy & Negotiation
- Pharmacy Plan Strategy
- Wellness Plan Management
- Health Plan Bid



TAB 8:
Liability, Licensing, & Insurance

UTICA NATIONAL INSURANCE GROUP

ISSUED BY
Utica Mutual Insurance Company
P.O. BOX 530, UTICA, NEW YORK 13503
TELEPHONE: (315) 734-2000

DECLARATIONS

LIFE INSURANCE AGENTS AND BROKERS
ERRORS AND OMISSIONS LIABILITY
POLICY
CLAIMS-MADE BASIS

NAMED INSURED AND MAILING ADDRESS	LOCATION ADDRESS
Mark III Financial Group 211 Greenwich Rd, Charlotte, NC 28211	211 Greenwich Road Charlotte, NC 28211

AT 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE INSURED AS STATED HEREIN. IN RETURN FOR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

POLICY NUMBER	POLICY PERIOD FROM	TO	PRIOR POLICY NO
4905092 EO	11/08/2022	11/08/2023	

BASIC POLICY COVERAGE — **LIMITS OF LIABILITY**

LEGAL LIABILITY	$ 2,000,000 EACH LOSS
	$ 6,000,000 EACH AGGREGATE
INSURED'S DEDUCTIBLE AMOUNT	$ 20,000 EACH LOSS
	$ 60,000 AGGREGATE
DEDUCTIBLE APPLIES TO:	☒ LOSS ONLY
	☐ LOSS AND LITIGATION EXPENSE

PREMIUMS

BASIC POLICY PREMIUM	$ INCLUDED
FINANCIAL PRODUCTS PREMIUM	$ N/A (See attached endorsement for details)
MUTUAL FUND AND VARIABLE ANNUITY PREMIUM	$ N/A (See attached endorsement for details)
PROPERTY & CASUALTY PRODUCTS PREMIUM	$ N/A (See attached endorsement for details)
SUB-AGENTS PREMIUM	$ N/A (See attached endorsement for details)
TOTAL POLICY PREMIUM	$ 34,052.00

All Policies Subject to Minimum Premiums

RETROACTIVE DATE

This insurance does not apply to loss, whenever occurring, from "wrongful acts" or "interrelated wrongful acts" which took place before the Retroactive Date, if any, shown below:

NONE

Enter Date or "None" if no Retroactive Date applies

OPTIONAL EXTENDED REPORTING PERIOD PREMIUM

In Section **VII** - EXTENDED REPORTING PERIODS, we agree to provide an Optional Extended Reporting Period under certain conditions. The premium for such an Optional Extended Reporting Period is determined as shown in paragraph **5.** of Section **VII**.

FORMS AND ENDORSEMENTS APPLYING TO AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

COUNTERSIGNED AT:
DATE: November 8, 2022

BY Shannon C Peck
Company Officer
Shannon Peck

THESE DECLARATIONS AND THE COVERAGE FORM(S) AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

MARKIII-01 JSIMULCIK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2023

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

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

PRODUCER Charles H. Litaker, Inc. P.O. Box 221129 Charlotte, NC 28222-1129	CONTACT NAME: PHONE (A/C, No, Ext): (704) 376-9896 FAX (A/C, No): (704) 375-5810 E-MAIL ADDRESS: poi@litakerinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Ohio Casualty Insurance Co. — 24074
INSURED Mark III Insurance Services, Inc 300 W. Watauga Ave Johnson City, TN 37604	INSURER B : American Fire & Casualty Company — 24066
	INSURER C : Accident Fund General Insurance Company — 12304
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			BZO53629545	6/1/2022	6/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BAA53629545	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			USO53629545	6/1/2022	6/1/2023	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			100026359	6/1/2022	6/1/2023	X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

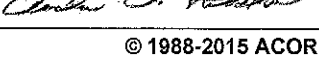
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

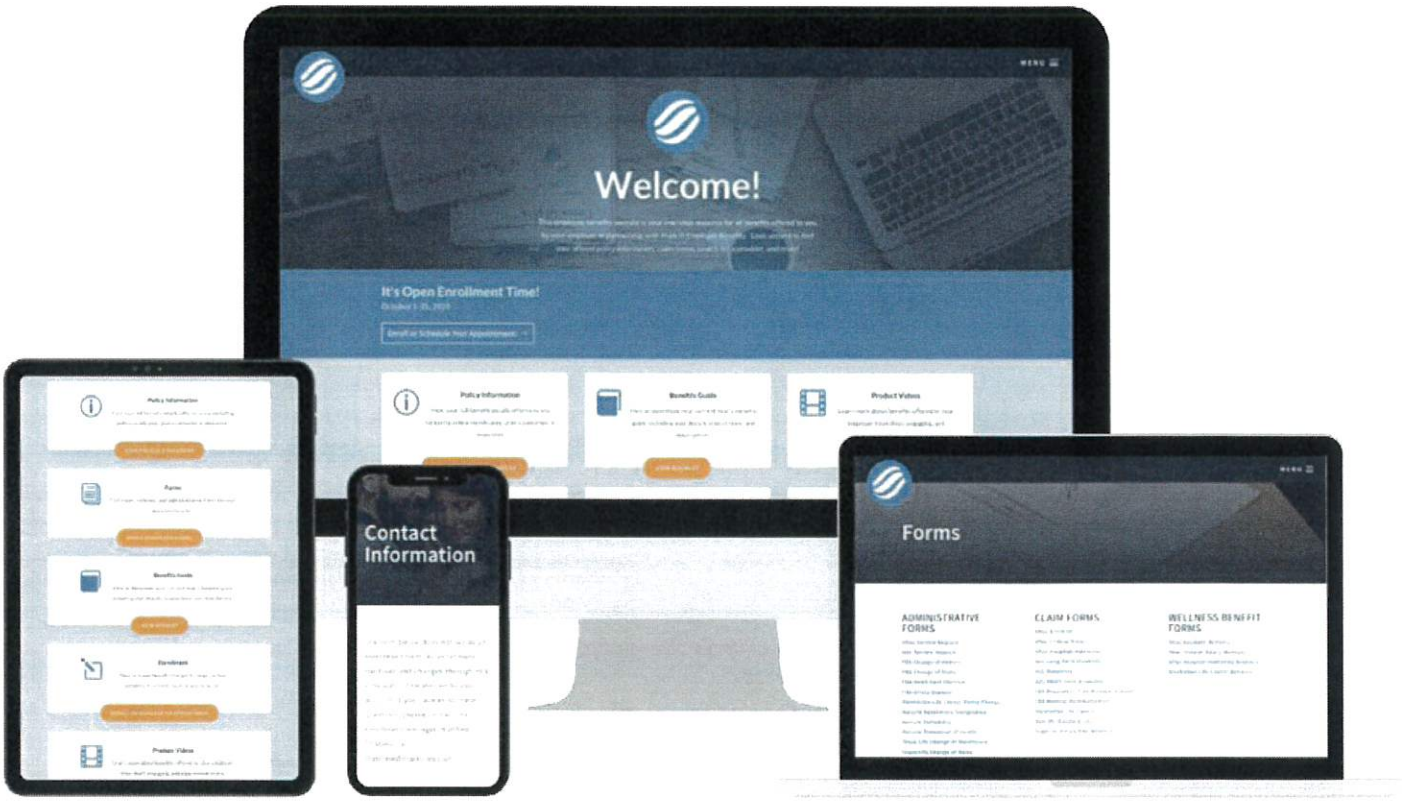


APPENDIX A:
Sample Communication

- Benefits Booklet
- Employee Benefits Portal
- Open Enrollment Poster
- Open Enrollment Flyer
- New Hire Flyer
- How to Flyers
- Social Media Graphics
- Text Message Samples
- Mobile App
- Videos

Employee Benefits Portal

Find details about all of your benefits, download forms, submit claims, ask questions, and more at https://mymarkiii.com/townofsmithfieldnc/.



- ✓ Benefits Guide
- ✓ Product Videos
- ✓ Policy Certificates
- ✓ Plan Forms
- ✓ Contact Info
- ✓ Enrollment Info

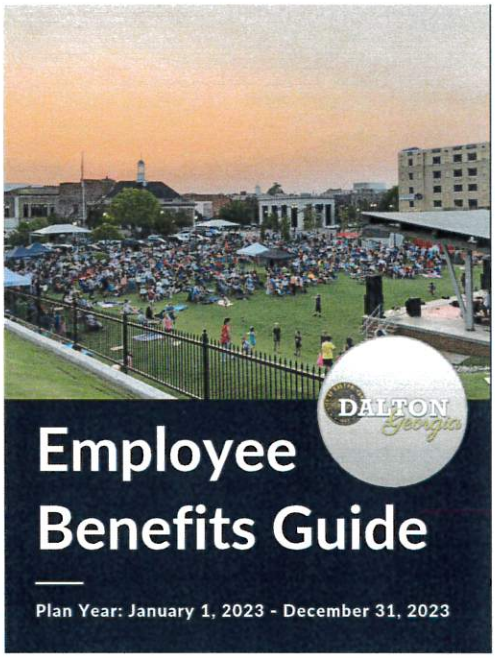
Scan me!

Available 24/7* from any internet enabled device for your convenience.

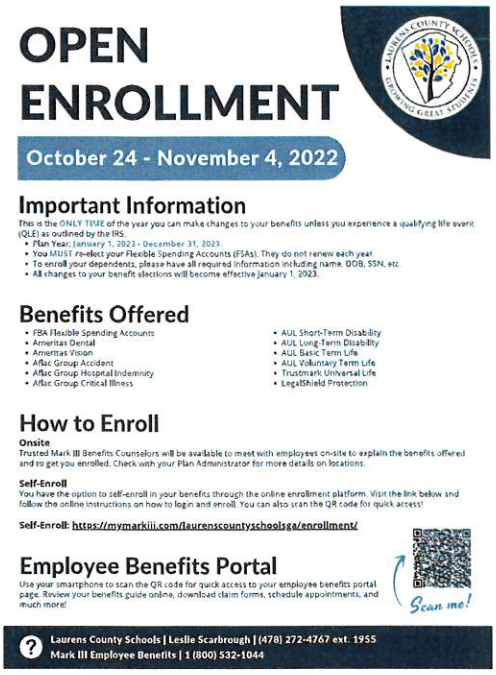
As with all technology, due to technical difficulties beyond our control there may be small windows of time the benefits website is down. In the case of outage, plan information can always be requested from your HR office or Mark III Employee Benefits.

COMMUNICATION SAMPLES

Booklet Sample



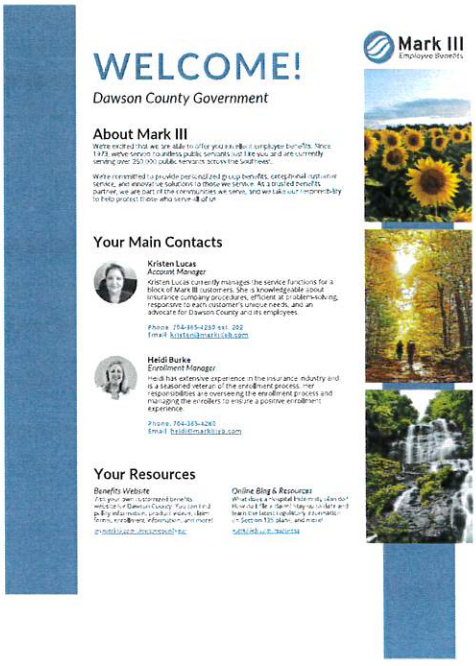
OE Poster Sample



OE Flyer Sample



New Hire Flyer Sample





Open Enrollment Information

OCTOBER 3 - OCTOBER 21, 2022

Important Information

This is the **ONLY TIME** of the year you can make changes to your benefits unless you experience a qualifying life event (QLE) as outlined by the IRS.

- Plan Year: **January 1, 2023 - December 31, 2023**.
- To enroll dependents, have all required information including name, DOB, SSN, etc.
- All changes to your benefit elections will become effective January 1, 2023.

How to Enroll

Onsite: See Schedule Below

Trusted Mark III Benefits Counselors will be available to meet with employees on-site to explain the benefits offered and to get you enrolled.

Date	Time	Location
10/03/22	9am - 11am	Agricultural Center, 3695 Lake Drive, Cocoa
10/03/22	2pm - 4pm	Franklin DeGroodt Library, 6475 Minton Road, S.W., Palm Bay
10/04/22	8:30am - 12:30pm	Human Resources Conference Room, Suite B209, 2725 Judge Fran Jamieson Way, Viera
10/06/22	8:30am - 4:30pm	Human Resources Conference Room, Suite B209, 2725 Judge Fran Jamieson Way, Viera
10/07/22	9am - 11am	Brevard Room, 518 S. Palm Ave, Titusville
10/17/22	2pm - 4pm	Franklin DeGroodt Library, 6475 Minton Road, S.W., Palm Bay
10/18/22	8:30am - 4:30pm	Human Resources Conference Room, Suite B209, 2725 Judge Fran Jamieson Way, Viera
10/19/22	2pm - 4pm	Agricultural Center, 3695 Lake Drive, Cocoa
10/20/22	8:30am - 4:30pm	Human Resources Conference Room, Suite B209, 2725 Judge Fran Jamieson Way, Viera
10/21/22	2pm - 4pm	Brevard Room, 518 S. Palm Ave, Titusville

Call Center: October 3rd - 21st

Dial the number below to speak with a trusted Mark III Benefits Counselor. They will explain the benefits offered and help get you enrolled. You can also visit the link below to schedule a time for a Benefits Counselor to call you.

Self-Enroll: October 3rd - 21st

You have the option to self-enroll in your benefits through the online enrollment platform. Visit the link below and follow the online instructions on how to login and enroll. You can also scan the QR code for quick access!

Call Center: 1 (833) 783-5341 (M - F, 8:00 a.m. - 5:00 p.m. EST)
Link: https://mymarkiii.com/brevardcountyfl/enrollment/

Employee Benefits Portal

Use your smartphone to scan the QR code for quick access to your employee benefits portal page. Review your benefits guide online, download claim forms, schedule appointments, and much more!

Scan me!

Brevard County Government | Benefits Department | (321) 633-2031
Mark III Employee Benefits | 1 (800) 532-1044

OPEN ENROLLMENT

October 3 - October 21, 2022

Important Information

This is the **ONLY TIME** of the year you can make changes to your benefits unless you experience a qualifying life event (QLE) as outlined by the IRS.

- Plan Year: **January 1, 2023 - December 31, 2023**.
- To enroll your dependents, please have all required information including name, DOB, SSN, etc.
- All changes to your benefit elections will become effective January 1, 2023.

Benefits Offered

- Aflac Group Accident
- Aflac Group Hospital Indemnity
- Aflac Group Critical Illness

How to Enroll

Onsite: See Schedule Below

Trusted Mark III Benefits Counselors will be available to meet with employees on-site to explain the benefits offered and to get you enrolled.

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Scan me!

Brevard County Government | Benefits Department | (321) 633-2031
Mark III Employee Benefits | 1 (800) 532-1044



New Hire

Benefit Information

Mark III Employee Benefits is available to help guide you through the benefits offered by your employer. Review the information below to better understand your benefit options.

Important!

- You have **30 days** from date of hire to enroll in benefits.
- **Qualify for Guaranteed Issue!** That means you will not have to answer any health questions when you first sign up for some benefits, up to guaranteed issue amounts. If you wait until the next year to enroll, you will have to answer health questions.
- **Receive up to $100 in Wellness Benefits** by signing up with certain plans. This means you will earn an annual benefit payment if you complete a qualified health screening test, whether or not there is any out-of-pocket cost to you!

Pre-Tax Benefits

- Cigna Medical
- FBA Flexible Spending Accounts
- Ameritas Dental
- Humana Vision
- Manhattan Life Group Cancer
- The Standard Group Accident
- The Standard Group Hospital Indemnity

Post-Tax Benefits

- The Standard Group Critical Illness
- AUL Short-Term Disability
- AUL Long-Term Disability
- AUL Voluntary Term Life
- Trustmark Universal Life

Wellness Benefits

Manhattan Life Group Cancer - **$100**
The Standard Group Accident - **$75**
The Standard Group Hospital Indemnity - **$50**
The Standard Group Critical Illness - **$100**

Mark III
Employee Benefits



New Hire

How to Enroll in Your Benefits

The following enrollment options are available to you as a New Hire at Granville County.

Option 1: Call Center

Dial the number below to speak with a trusted Mark III Benefits Counselor. They will explain the benefits offered and help get you enrolled.

Call Center: 1 (844) 247-3254 *(Monday - Friday, 8:00 a.m. - 5:00 p.m.)*

Option 2: Self-Enroll

You also have the option to self-enroll in your benefits through the online enrollment platform. Visit the link below and use the credentials to login and enroll.

Self-Enroll: https://trustmark.benselect.com/enroll/
Username: SSN, no dashes or spaces
Password: last 4 of SSN + last 2 birth year

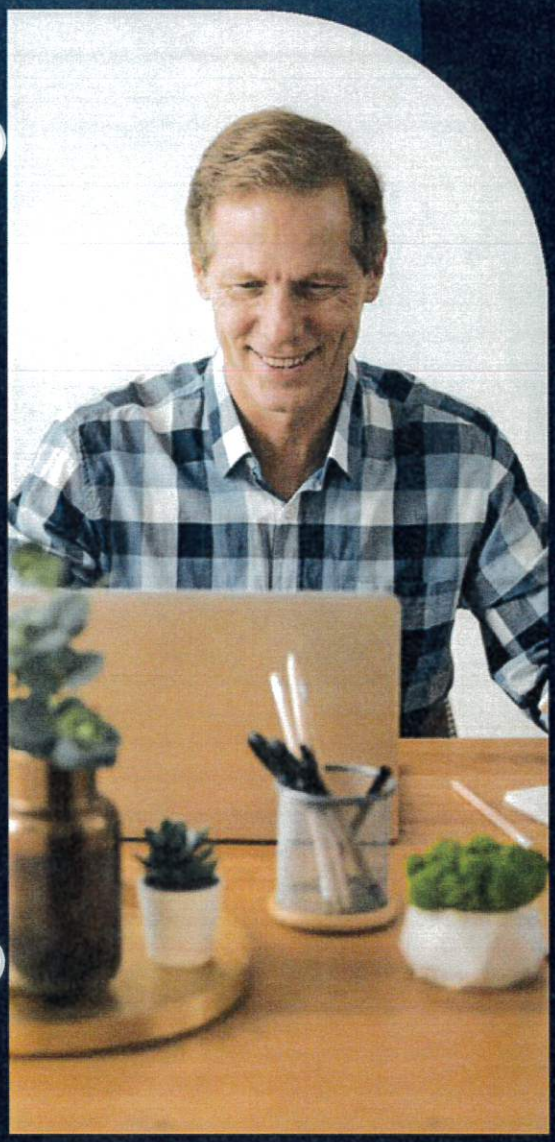
Employee Portal

Use your smartphone to scan the QR code for quick access to your employee portal page. Review your benefits guide online, download claim forms, access the online enrollment platform, and much more!

Scan me!

Mark III
Employee Benefits

Harnett COUNTY
NORTH CAROLINA



Use your smartphone to scan the QR code for quick access to your employee portal page. Review your benefits guide online, download claim forms, access the online enrollment platform, and much more!

Scan me!

How To

Review Your Information & Benefits Online

Follow the instructions below to review your information and benefits year-round through the online enrollment platform.

STEP 1

Login Page: **https://standard.benselect.com/enroll/**

- Username: **SSN** (no dashes or spaces)
- PIN: **Last 4 of SSN + last 2 of birth year**
  (Example: Jane Doe, 123-45-6789, 01/01/1974; PIN: 678974)

STEP 2

Once logged in, you will be greeted with the **Welcome Page.**

- **Personal Information**: On the top right, select **You & Your Family** tab and then **Personal Information**. Here, you can review and ensure your information is up to date for your upcoming open enrollment (i.e. dependents and beneficiaries, email address, phone number, etc.).
- **Current Benefits**: On the top right, select **You & Your Family** tab and then **My Benefits** to view your current elected benefits. To print off or review your benefits summary, click **Review Forms That I Sign** which is located to the right of the screen.

QUESTIONS?

For questions concerning your Open Enrollment elections, please contact **Missy King, Benefits & Wellness Specialist at 910-814-6402.**



UNITED TEACHERS OF DADE

UTD

WE EDUCATE MIAMI

As a member of UTD, you'll be part of a valuable community of colleagues working for quality education of students for the Miami Dade area.

You'll also have access to exclusive benefits for a low monthly cost including:

utd.com

Solstice
DENTAL & VISION

Aflac
BENEXTEND

MassMutual
WHOLE LIFE

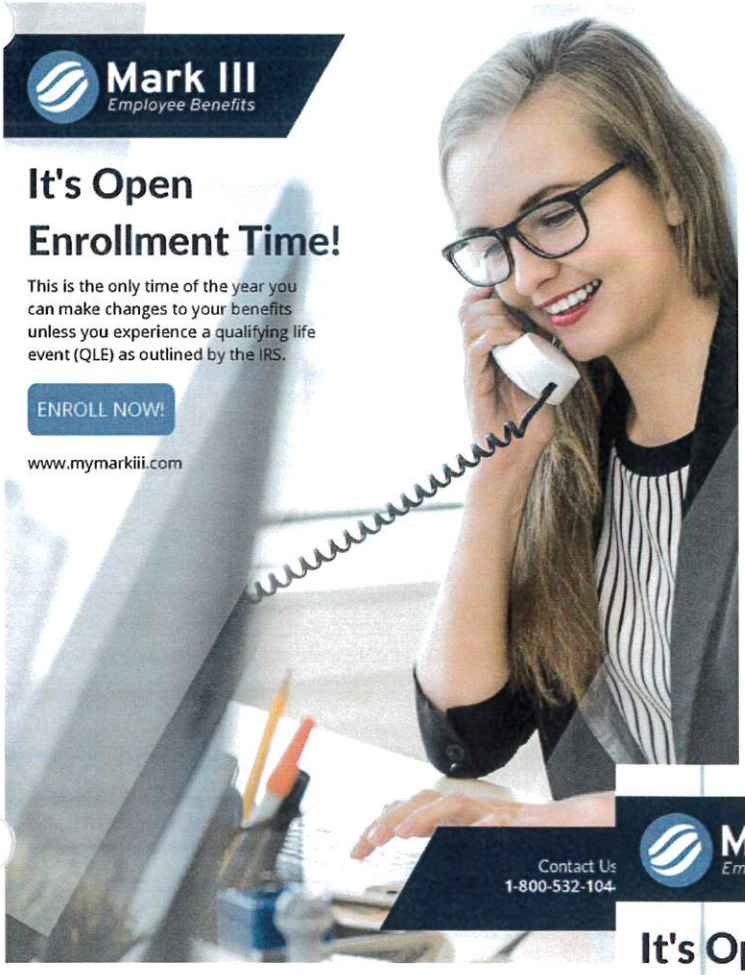
DavisVision
VISION

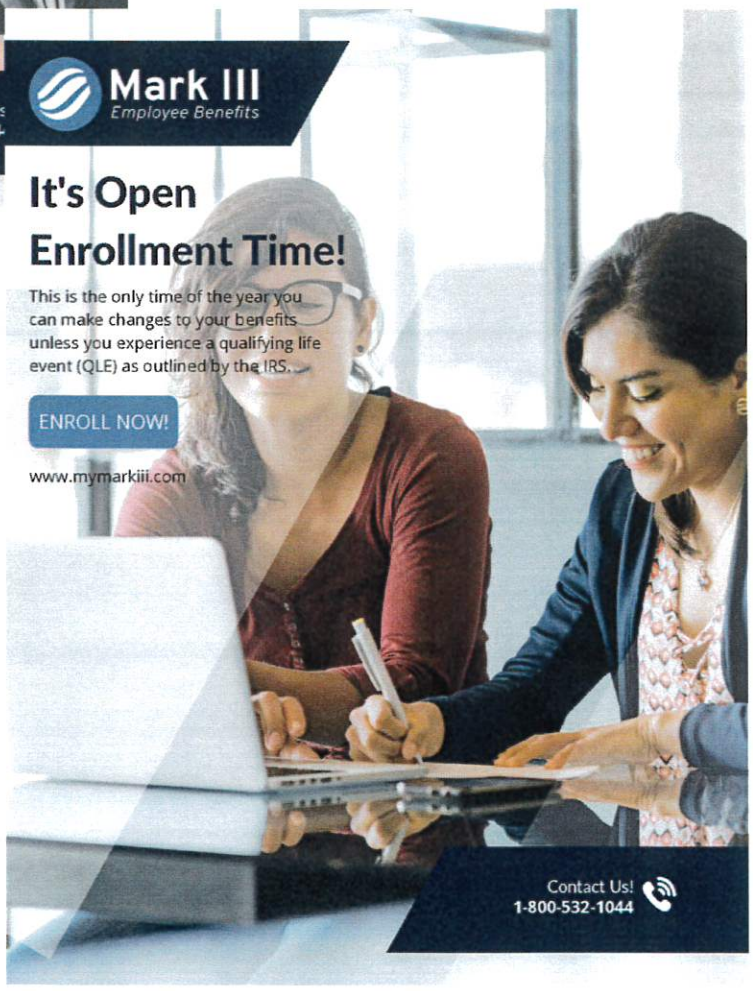
Beyond Med
HEALTH & WELLNESS

U.S. LEGAL SERVICES
LEGAL

(844) 622-5402

aft FEA nea NATIONAL EDUCATION ASSOCIATION AFL-CIO AMERICA'S UNIONS


Mark III
Employee Benefits
It's Open Enrollment Time!
This is the only time of the year you can make changes to your benefits unless you experience a qualifying life event (QLE) as outlined by the IRS.
ENROLL NOW!
www.mymarkiii.com
Contact Us
1-800-532-104


Mark III
Employee Benefits
It's Open Enrollment Time!
This is the only time of the year you can make changes to your benefits unless you experience a qualifying life event (QLE) as outlined by the IRS.
ENROLL NOW!
www.mymarkiii.com
Contact Us!
1-800-532-1044

COMMUNICATION SAMPLES

Social Media Graphic Samples





Text Message Samples & Schedule

Pre-Open Enrollment Sample Message:

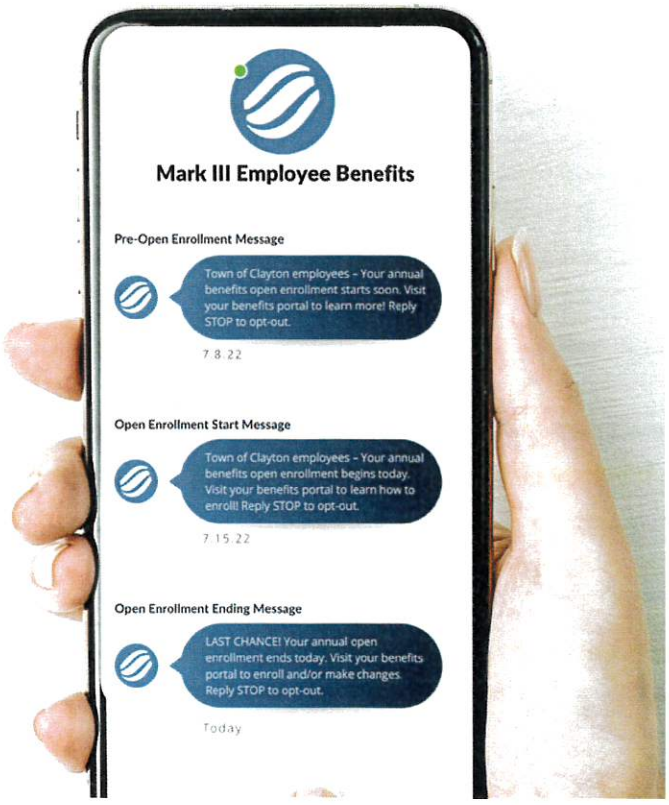
- ABC Employee – Your annual benefits open enrollment starts soon. Visit your benefits portal to learn more! Reply STOP to opt out.

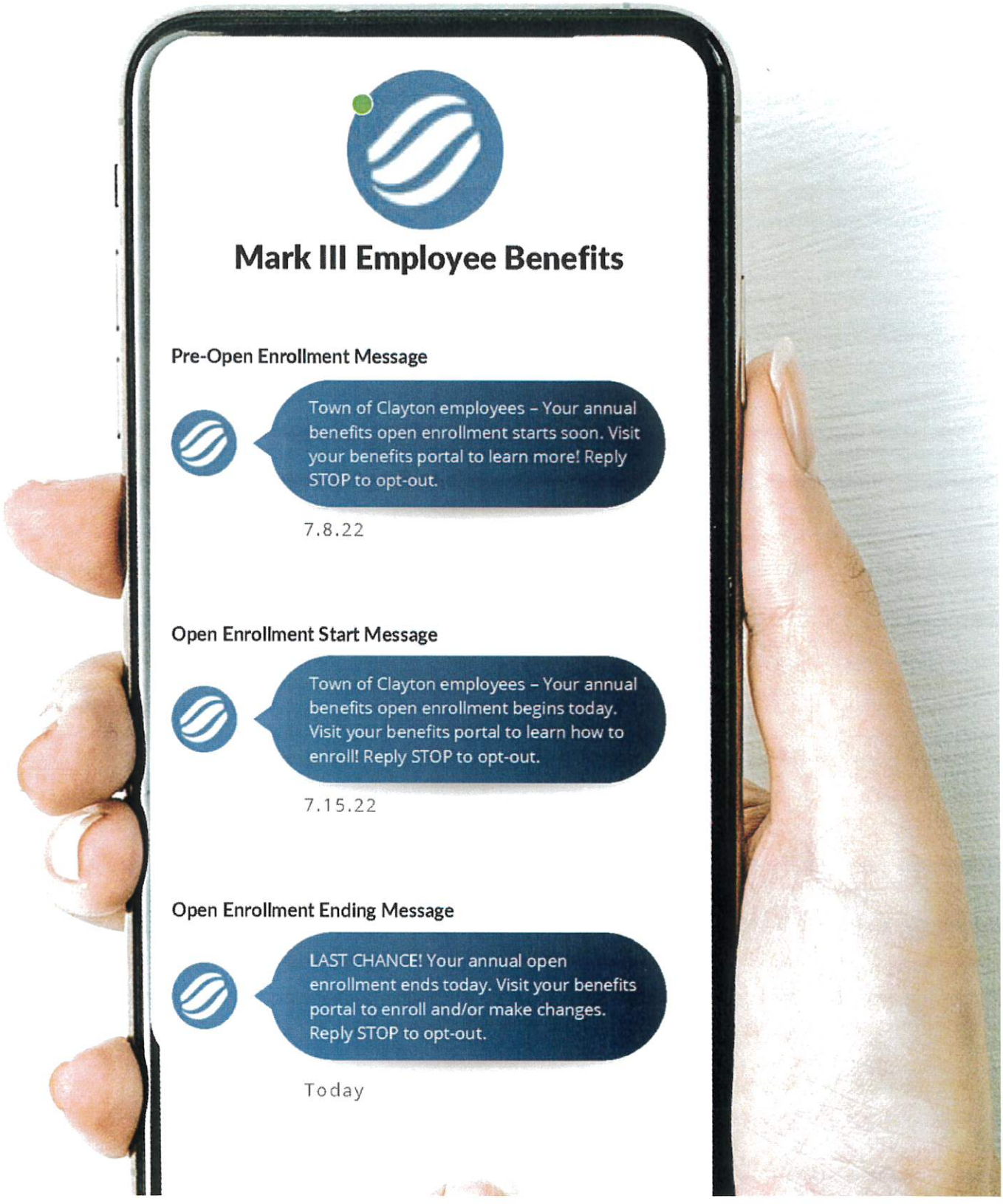
Open Enrollment Sample Message:

- ABC Employee – Your annual benefits open enrollment begins today. Visit your benefits portal to learn how to enroll. Reply STOP to opt out.

Follow-Up Sample Message:

- LAST CHANCE! Your annual open enrollment ends today. Visit your benefits portal to enroll and/or make changes. Reply STOP to opt out.



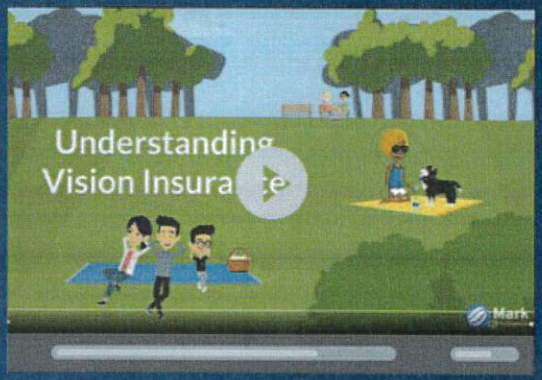

Mark III Employee Benefits
Pre-Open Enrollment Message
Town of Clayton employees – Your annual benefits open enrollment starts soon. Visit your benefits portal to learn more! Reply STOP to opt-out.
7.8.22
Open Enrollment Start Message
Town of Clayton employees – Your annual benefits open enrollment begins today. Visit your benefits portal to learn how to enroll! Reply STOP to opt-out.
7.15.22
Open Enrollment Ending Message
LAST CHANCE! Your annual open enrollment ends today. Visit your benefits portal to enroll and/or make changes. Reply STOP to opt-out.
Today

Mark III Sample Videos

To view sample videos visit https://markiiieb.io/sample-videos or scan the QR code below.













Scan the QR code for quick access to the sample videos.

Scan me!

MARK III EMPLOYEE BENEFITS

OPEN ENROLLMENT OPT-IN

CONNECT WITH US!

STEP 1:

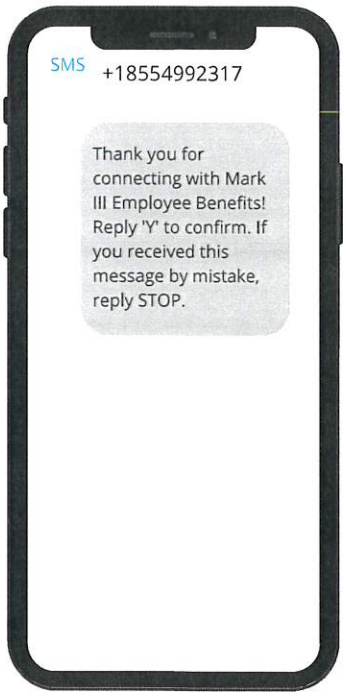
Scan the QR code OR visit https://markiiieb.com/opt-in to complete the communication preference form. We are excited to connect with you!

Scan me

STEP 2:

Confirm Your Subscription!

Connect with us!



For Text Message: Reply 'Y' to confirm.

For Email: Click the 'Confirm my subscription!' button to confirm.

CONFIRM MY SUBSCRIPTION

*If you do not receive the confirmation email within a few minutes of signing up, please check your 'Junk E-mail' folder. Select the confirmation email and click 'Not Junk', which will allow future messages to get through.

STEP 3:

Celebrate! You're Opted-In!

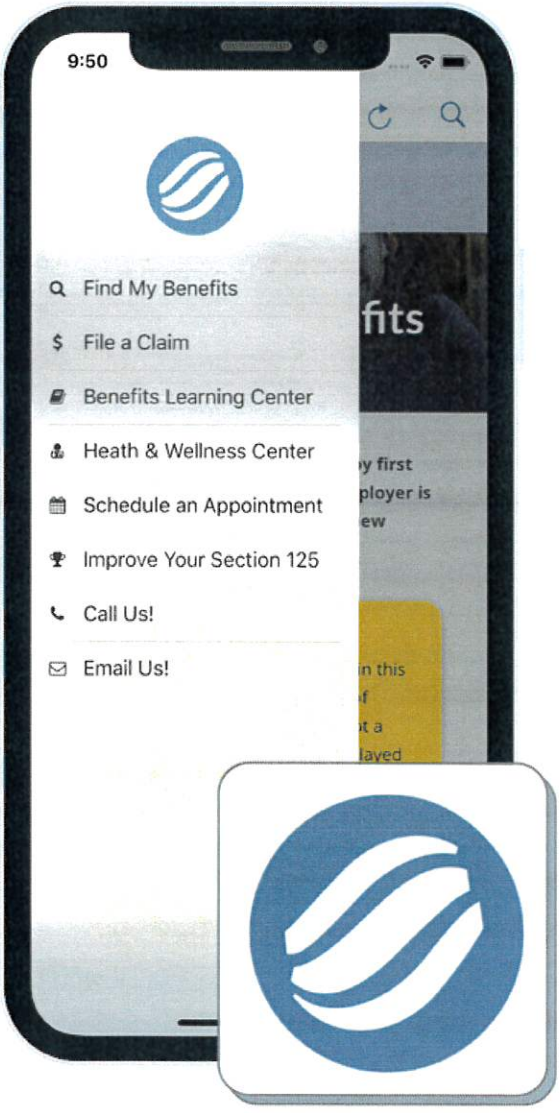
You can also stay connected with us on our social media!

QUESTIONS?

CALL US AT 1 (800) 532-1044

MyMarkIII Mobile App

Find details about all of your benefits, download forms, submit claims, ask questions, and more on the MyMark III Mobile App! You can download the app by scanning the QR code(s) below.



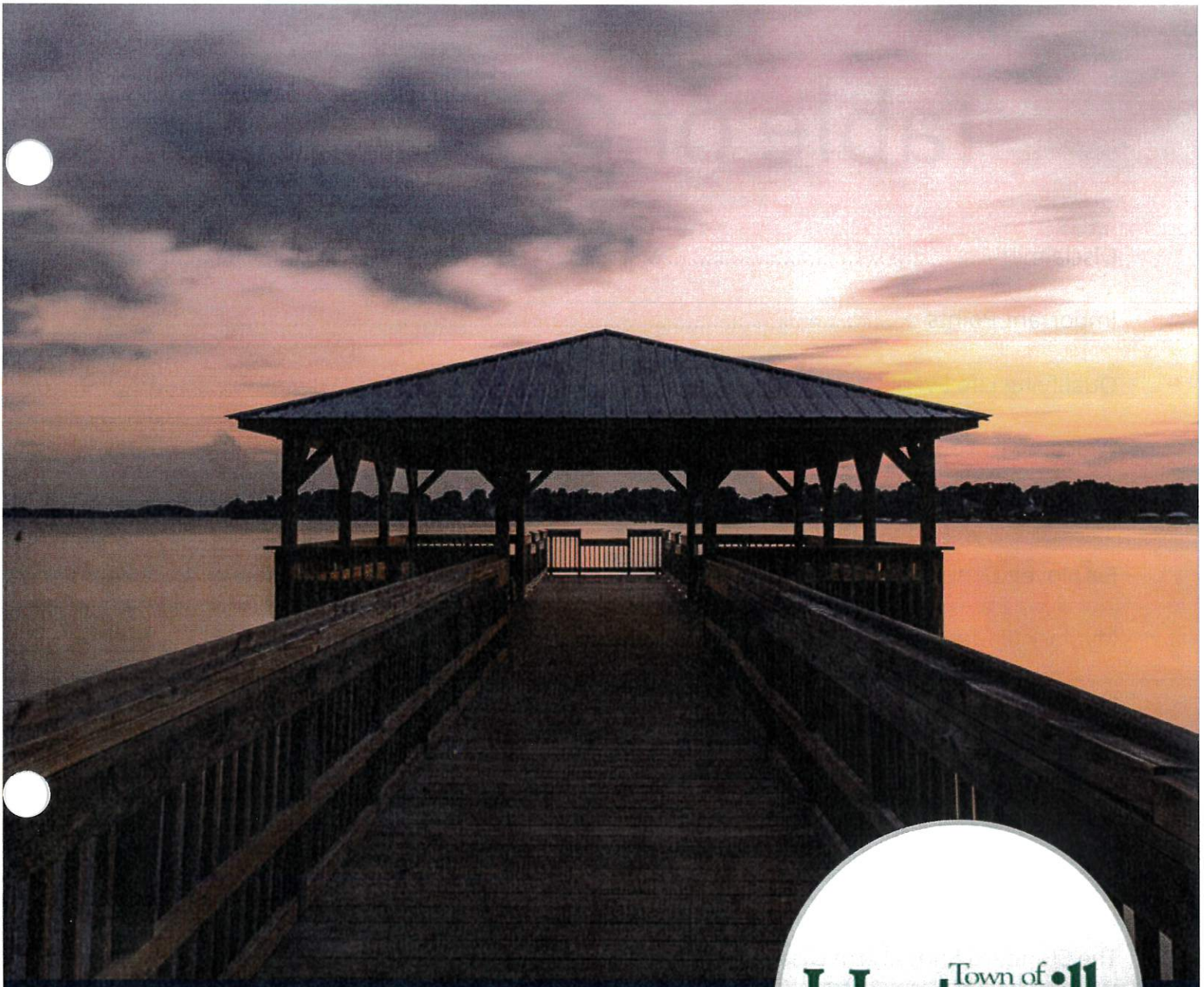
- ***Benefits Guide***
- ***Product Videos***
- ***Policy Certificates***
- ***Plan Forms***
- ***Contact Information***
- ***Enrollment Information***

Scan Me!

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GET IT ON Google Play

Your Trusted Benefits Partner at your fingertips!



Town of Huntersville
NORTH CAROLINA

Employee Benefits Guide

Plan Year: January 1, 2023 - December 31, 2023

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All information in this booklet is a brief description of your coverage and is not a contract. Please refer to your policy or certificate for each product for the exact terms and conditions.

DISCLAIMER

This guide is a brief summary of benefits offered to your group and does not constitute a policy.

Your employer may amend the benefits program at any time. Your Summary Plan Description (SPD) will contain the actual detailed provisions of your benefits. The SPD will be available at mymarkiii.com.

If there are any discrepancies between the information in this guide and the SPD, the language in the SPD will always prevail.

Important Points

- ✓ Your plan year runs from January 1, 2023 to December 31, 2023. This means your benefit elections will take effect January 1, 2023 unless otherwise noted.
- ✓ If you wish to add or make changes to your benefit elections, you have the option of self-enrolling or speaking with a trusted Mark III Benefits Counselor during your scheduled open enrollment.
- ✓ Once the enrollment period is over, you will not be able to make changes unless you experience a qualifying life event outlined by the IRS.
- ✓ **REMINDER!** Employees must re-enroll in their Flexible Spending and Dependent Care accounts each year! It will not automatically renew.
- ✓ This benefits guide is equipped with mobile-friendly barcodes commonly referred to as QR Codes. Use your smartphone to scan the QR codes to view your benefit summaries.
- ✓ All policy information can be found on your employee benefits portal at https://mymarkiii.com/townofhuntersvillenc/.



Qualifying Life Events

Open Enrollment selections are generally locked for the plan year, but certain exceptions called Qualifying Life Events (QLEs) can grant you a special enrollment period in which to make midyear changes. You are permitted to change benefit elections if you have a "change in status" and you make an election change that is consistent with the "change in status." Post-Tax benefits cannot be changed during the plan year without a QLE. Please contact your Group Contact for information on cancelling post-tax benefits.

Examples of QLEs

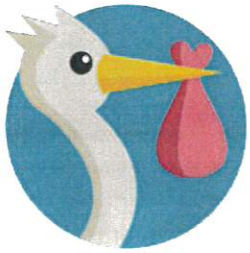
The following events will open a special ***30-day*** enrollment period from the date of the event, allowing you to make changes to your coverage. Documentation may be required.



marriage



divorce



childbirth/ adoption



death of a family member



loss of parental coverage



spouse gains or loses coverage

Welcome to Your Benefits!

Mark III Employee Benefits is here to help guide you through the benefits offered by your employer. This guide is simply a brief summary of benefits offered and does not constitute a policy.



Pre-Tax Benefit Information

A "**pre-tax basis**" means that the money you pay towards the cost of coverage comes out of your salary before you pay any taxes on it. By choosing this option, you reduce your taxable income, therefore reducing the taxes you owe. If you choose this option, you cannot drop coverage until the next annual enrollment period or unless you have a qualifying life event (i.e. birth of a child, divorce, separation, reduction in hours, etc.). If your premiums are deducted on a pre-tax basis, any benefits received under the plan could be treated as taxable income.

- ✓ UnitedHealthcare Medical
- ✓ Flores Flexible Spending Accounts
- ✓ Ameritas Dental
- ✓ CEC Vision

Post-Tax Benefit Information

A "**post-tax basis**" means that the money you pay towards the cost of coverage comes out of your salary after you pay taxes. You **WILL NOT** be able to make any changes once the enrollment period is over unless you experience a qualified life event outlined by the IRS (i.e. birth of a child, divorce, separation, reduction in hours, etc.).

- ✓ The Standard Short-Term Disability
- ✓ The Standard Long-Term Disability (Employer Paid)
- ✓ The Standard Basic Term Life (Employer Paid)
- ✓ The Standard Voluntary Term Life

How to Enroll at Open Enrollment

Onsite Enrollment

Our trusted Mark III Benefits Counselors will be available to meet with employees on-site to explain the benefits offered and to help get you enrolled.

Self-Service Enrollment

You have the option to self-enroll in your benefits through the online enrollment platform. Visit the link below to self-enroll.

Self-Enroll Visit: https://mymarkiii.com/townofhuntersvillenc/enrollment/

Employee Benefits Portal

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- ✓ Product Videos
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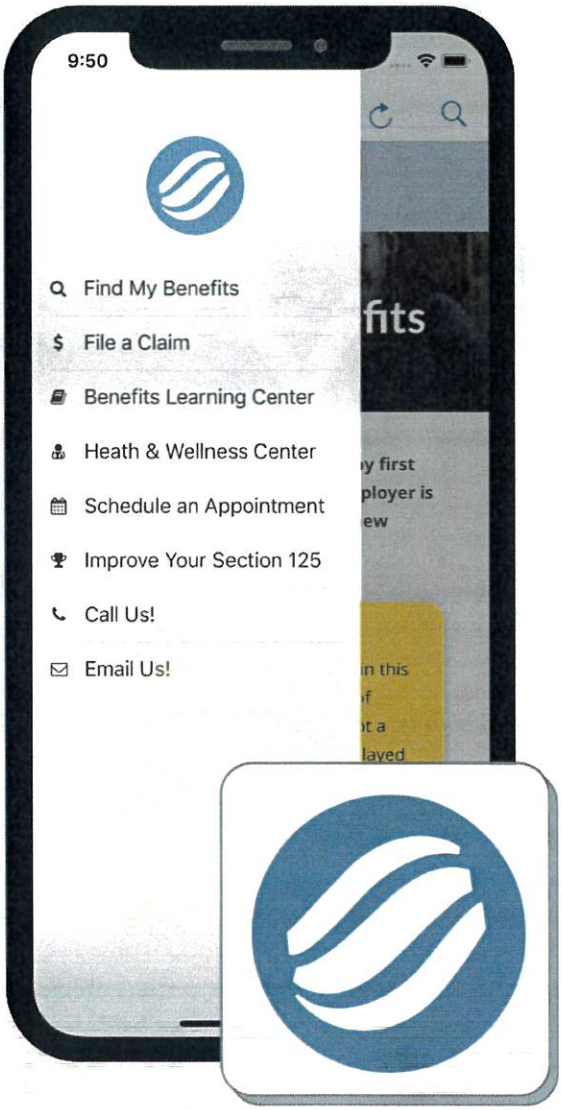
Scan me!

Available 24/7* from any internet enabled device for your convenience.

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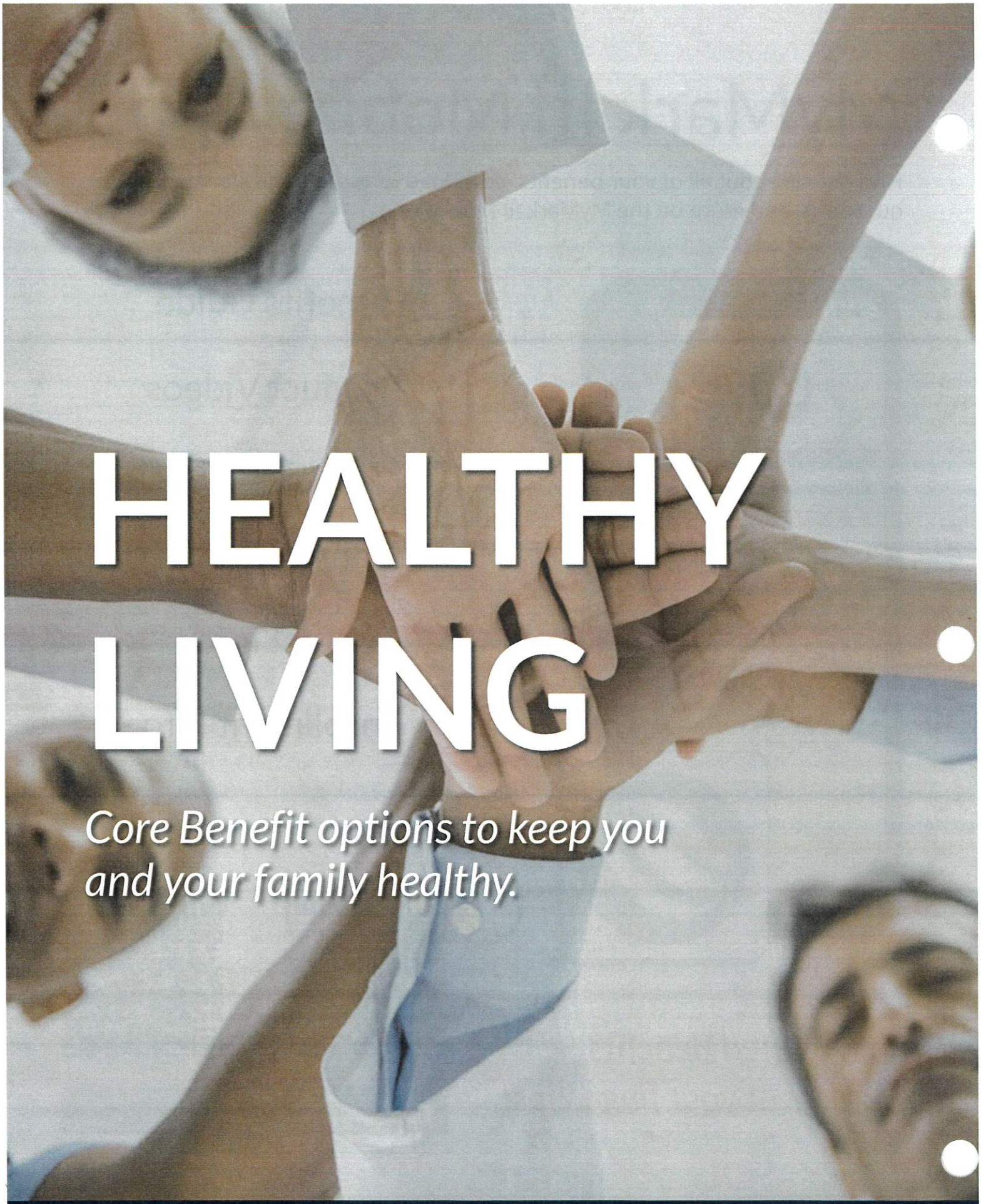
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- ✓ Policy Certificates
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- ✓ Contact Info
- ✓ Enrollment Info

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Your Trusted Benefits Partners at your fingertips!

Download on the App Store

GET IT ON Google Play



HEALTHY LIVING

Core Benefit options to keep you and your family healthy.

Medical Plan Summary

UnitedHealthcare Medical Summary

UnitedHealthcare

Benefit	In-Network	Out-of-Network
Deductible	$1,000 Individual | $2,000 Family	$4,000 Individual | $4,000 Family
Out-of-Pocket Limit	$5,000 Individual | $10,000 Family	$10,000 Individual | $20,000 Family
Primary Care Visit	$25 copay	50% coinsurance*
Specialist Visit	$50 copay	50% coinsurance*
Preventative Care/Screenings	no charge	30% coinsurance*
Diagnostic Test (X-Ray, Blood Work)	Free standing lab: No charge Outpatient hospital: 20% coinsurance	Free standing lab: 30% coinsurance* Outpatient hospital: 50% coinsurance*
Imaging (CT/PET scans, MRIs)	20% coinsurance*	50% coinsurance*
Facility Fee	20% coinsurance*	50% coinsurance*
Physician/Surgeon Fees	20% coinsurance*	50% coinsurance*
Emergency Room Care	20% coinsurance*	20% coinsurance*
Emergency Medical Transportation	20% coinsurance*	20% coinsurance*
Urgent Care	$50 copay	50% coinsurance*

**After the Annual Medical Deductible has been met.*

Drug Tier	Retail and Specialty Pharmacy Network	Out-of-Network Pharmacy	Mail Order Network Pharmacy
Tier 1	$10 (up to a 31 day supply)	$10 (up to a 31 day supply)	$25 (up to a 90 day supply)
Tier 2	$35 (up to a 31 day supply)	$35 (up to a 31 day supply)	$87.50 (up to a 90 day supply)
Tier 3	$75 (up to a 31 day supply)	$75 (up to a 31 day supply)	$187.50 (up to a 90 day supply)
Tier 4	$150 (up to a 31 day supply)	$150 (up to a 31 day supply)	$375 (up to a 90 day supply)

Tier of Coverage	26 Pay Rates
Employee Only	$0.00
Employee/Child(ren)	$190.22
Employee/Spouse	$255.83
Employee/Family	$393.06

Summary of Benefits & Coverage (SBC) Documents

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. This is only a summary. For more information about your coverage or to get a copy of the complete terms of coverage, visit https://www.uhc.com/contact-us.

Scan the QR Code or visit https://mymarkiii.com/townofhuntersvillenc/policy-information/ to view your SBCs.

Scan me!

This document is a highlight of plan benefits provided by UHC as selected by your employer. It is not a certificate of insurance and does not include exclusions and limitations. For a complete list of covered procedures, please see your benefits administrator.

UnitedHealthcare Benefit Ally™ — Value: Description of Benefits
Accident Benefit Schedule

Accident Benefits	*Value*
Physician's Visit Benefit	$50
Follow-up Physician	$50
Emergency Care Treatment Benefit	$100
Ground Ambulance Benefit	$200
Air Ambulance Benefit	$1,200
Major Diagnostic Exam Benefit	$175
Minor Diagnostic Exam Benefit	$50
Fracture Benefit (Open Reduction)	Up to $1,500
Hip, Thigh (Femur)	$1,500
Skull (Depressed)	$1,500
Sternum	$1,500
Leg	$750
Pelvis (Excluding Coccyx)	$750
Skull (Simple)	$750
Vertebrae (Body of)	$750
Face or Nose (Except Teeth)	$375
Sacral/Sacrum	$375
Upper Arm (Elbow to Shoulder)	$375
Upper Jaw (Except Alveolar Process)	$375
Lower Jaw (Except Alveolar Process)	$300
Ankle	$300
Foot (Except Toes)	$300
Forearm, Hand, Wrist (Except Fingers)	$300
Kneecap	$300
Shoulder Blade or Collarbone	$300
Vertebral Process	$300
Coccyx	$150
Finger or Toe	$150
Fracture (Closed Reduction)	50% off Open Reduction amount
Chip Fracture	25% off Closed Reduction amount
Dislocation Benefit (Open Reduction)	Up to $1,200
Hip	$1,200
Elbow	$300
Foot (Except Toes)	$240
Hand	$240
Knee	$240
Lower Jaw	$240
Shoulder Blade	$240

Accident Benefits	Value
Wrist	$240
Ankle	$240
Collarbone (Sternoclavicular)	$240
Collarbone (Acromio and Separation)	$120
Finger	$120
Toe	$120
Dislocation (Closed Reduction)	50% off Open Reduction
Appliance Benefit	Up to $150
Wheelchair	$150
Knee Scooter	$150
Knee Immobilizer	$150
Lumbar Spine Brace	$150
Walking Boot	$100
Walker	$100
Crutches	$100
Leg Brace	$100
Cervical Collar	$100
Cane	$50
Ankle Brace	$50
Ankle Boot	$50
Air Cast	$50

Critical Illness Benefit Schedule

Critical Illness Covered Condition	Value
Benign Brain Tumor	$3,000
Cancer - Invasive	$3,000
Chronic Renal Failure	$3,000
Coma	$3,000
Heart Attack	$3,000
Heart Failure	$3,000
Major Organ Failure	$3,000
Permanent Paralysis	$3,000
Ruptured Aneurysm	$3,000
Stroke	$3,000
Cancer - Non-Invasive	$3,000
Coronary Artery Disease	$750

Hospital Indemnity Benefit Schedule

Hospital Indemnity Benefits	Value
Hospital Admission	$300 (Max 1 admission per year)
Hospital Confinement	$100 (Pays per day up to 59 days per year)
ICU Confinement	$100 (Pays per day up to 59 per year)



Flexible Spending Account

Flores

Healthcare Flexible Spending Account

The health care Flexible Spending Account (FSA) can reimburse you for eligible expenses you or your eligible dependents incur that are not paid by your existing health care plan.

Plan Features

- ✓ 2023 Medical Limit to contribute yearly - $2,800

Eligible Expenses

- ✓ Medical co-payments, co-insurance and deductibles
- ✓ Routine wellness visits
- ✓ Prescription expenses
- ✓ Vision expenses (including eye exams, eyeglasses and contact lenses)
- ✓ LASIK surgery
- ✓ Dental expenses (excluding cosmetic procedures)
- ✓ Orthodontia payments
- ✓ Hearing expenses
- ✓ OTC medical care items

Your Steps To Savings!

1. **Realize the Tax Savings.** You can set aside pre-tax money into an account to be reimbursed for eligible medical expenses. Savings will depend on your tax bracket.
2. **Estimate Your Expenses.** Plan for your upcoming expenses and include your spouse and dependents, if eligible. A brief list of expenses can be found to the right. A comprehensive list of allowable expenses and an expense worksheet can be found atwww.flores247.com.
3. **Enroll and Manage Your Account.** Contact your Human Resources Department to find out how to enroll for this benefit. Flores will send a custom Participant ID number via mail or email to help you manage your account.

Dependent Care Flexible Spending Account

The dependent care flexible spending account (FSA) can reimburse you for day care expenses provided for your dependents so that you (and your spouse, if you are married) can work. Care must be for a dependent child under age 13 or a dependent of any age that lives in your household that is incapable of self-care.

Plan Features

- ✓ 2023 Dependent Care Limit to contribute yearly - $2,500/$5,000 ($2,500 if you are married and file separate tax return and $5,000 if you file a joint return or file as single or head of household.

Eligible Expenses

Preschools | Before and after school care | Day camps

Ineligible Expenses

Overnight camps | Tuition/kindergarten & educational expenses | Regular fees not applied to care of child

Your Steps To Savings!

1. **Realize the Tax Savings.** You can set aside pre-tax money into an account to be reimbursed for eligible dependent childcare expenses. Savings will depend on your tax bracket. For example, if you are taxed at 25% and you enroll for $5,000 you would save $1,250 in taxes.
2. **Estimate Your Expenses.** Plan for your upcoming expenses. A brief list of expenses can be found to the right. A comprehensive list of allowable expenses and an expense worksheet can be found at www.flores247.com.
3. **Enroll and Manage Your Account.** Contact your Human Resource Department to find out how to enroll for this benefit. Flores will mail a custom Participant ID number to your home address to help you manage your account.

Flores Debit Card

1. **Enroll in Eligible Benefit Plan.** Your employer offers the Flores Benefits Card to employees who enroll in an eligible benefit plan. The card will allow you to pay for eligible expenses at participating providers at the time services are rendered, thus eliminating or reducing your out-of-pocket cost at the time of the purchase or service.
2. **Receive Your Flores Benefits Card.** Your Flores Benefits Card will be mailed upon your enrollment in an eligible benefit plan. No activation is required, but you should review the Cardholder Agreement included in this mailing, and then sign the back of your card.
3. **Proper Use & Account Management.** You will be able to view and manage your account on the Flores Web Portal, www.flores247.com. You should keep your receipts and invoices for payments made with your Flores Benefits Card, as you may be required to provide documentation to Flores to verify the eligibility of certain transactions. If requested, you may submit your documentation to Flores by uploading it to your online account, uploading using the Flores Mobile App, or sending it by fax or mail.

Recordkeeping Tip

Most payments will be automatically substantiated at the point of the transaction. Flores will only ask you to provide a copy of your receipts when substantiation is required per IRS guidelines. Establish a physical location where you will keep all receipts for your Flores Benefits Card purchases. Regardless of your position with your company, every employee will be treated the same in regard to IRS plan administration guidelines. No exceptions will be made. **If you are asked to provide a receipt, it must include:**

- name of provider or merchant
- description of service or item purchased
- date of service
- your out-of-pocket responsibility

Items such as handwritten explanations, Card transaction receipts or previous balance receipts cannot be used to verify an expense. If you do not have the receipt, you can contact the provider who can usually supply the receipt from their files.

FSA Frequently Asked Questions (FAQs)

How can I submit a claim? Claims may be uploaded to your account on our participant Flores247 Web Portal, www.flores247.com, or using our Flores Mobile app. You may also submit your request for reimbursement via fax or mail, if you prefer. Please note that all claims must be received by the filing deadline for the applicable plan year in which your expenses were incurred.

What must be included on receipts? All receipts for reimbursement must include the following information: Date of service, Description of Service, Out-of-Pocket Cost, Provider Name, and Patient Name.

Will I have a debit card? Possibly. If your plan offers the debit card, you can use your Flores Benefits Card at the point of purchase. Remember to keep all of your receipts in case they are requested for review.

Do I need to re-enroll in the health care & dependent care FSA each year? Yes, you must re-enroll with each new plan year. Elections do not rollover from year to year.

When will I have access to the funds in my health care FSA? After your first Health Care FSA contribution to the plan, you will have access to the total amount you have elected for the plan year, regardless of the current balance in your flexible spending account.

How will reimbursements be issued? Reimbursements will be mailed as a check to your home address. If you would like to have your reimbursement issued as a direct deposit, you may add your direct deposit information on the participant website (www.flores247.com) or submit a completed Direct Deposit Information Form. If your plan offers the debit card, you may use this card at the point of purchase to access your FSA dollars.

Can I change my election during the plan year? You may only change your annual election during the plan year if you experience a qualifying status change event. You must notify your employer within 30 days of any status change event in order to change your election. See the Allowable Status Changes Guide on our website (www.flores247.com) for further information.

Can I submit my spouse's / dependent's medical expenses to my health care FSA? Regardless of who is covered on your medical insurance, the Health Care FSA may reimburse expenses for your spouse or any qualifying tax or adult dependent.

What happens to my health care and dependent care FSA if I terminate from the company? Any expenses submitted for reimbursement must be incurred prior to your termination date or the benefit end date specified by your company. Claims must be submitted prior to the claims filing deadline for the plan year during which you terminated. In certain situations you may be eligible to continue your participation in the Health Care FSA through the election of COBRA. Please contact your Human Resource Department for further information.

What expenses are eligible to be reimbursed from the dependent care FSA? Your Dependent Care FSA can reimburse you for day care expenses provided for your dependent that allow you (and your spouse, if applicable) to work. Care must be for a dependent child under the age of 13, or a dependent of any age that lives in your household that is incapable of self-care. See the Allowable Dependent Care Expenses Guide on our website (www.flores247.com) for further information.

FSA Frequently Asked Questions (FAQs) Continued

What expenses are eligible for payment with my Flores Benefits Card? You can use your Flores Benefits Card to pay for expenses incurred during your active enrollment period in the current plan year. If a provider or merchant does not accept cards, you do have the option to file a manual request for reimbursement of your eligible out-of-pocket cost. Please visit www.flores247.com for a guide to allowable expenses. If you terminate employment during the plan year, the card will be turned off at that time. Only expenses incurred while you are an active participant will be considered reimbursable.

How can I use my Flores Benefits Card to pay for my eligible out-of-pocket expenses? Although the Flores Benefits Card is a debit card with a cash balance loaded onto it, you should select "credit" as the transaction type, and sign for purchases at authorized merchants. Please keep in mind that the Flores Benefits Card will decline if you try to swipe it for an amount greater than your available balance.

How should I send my documentation to Flores? Many transactions will be auto-approved at the point of sale and will not require further documentation. Flores will notify you by email or a mailed letter if additional information is needed to verify the eligibility of a particular transaction. You may submit your documentation by upload on the participant website, www.flores247.com, using the Flores Mobile App, or by fax or mail.

I used my card for an ineligible expense. What do I need to do to correct this? You may send a refund check to Flores for the ineligible amount, which will be credited back to your Flores Benefits Card to be used toward other eligible expenses you incur later in the year. You may also submit documentation that verifies you have paid out-of-pocket for an eligible expense, which Flores will use to offset the ineligible amount paid with your Flores Benefits Card.

Will I receive a new card each plan year? Your card is valid for five years from its issue date. Do not discard your card prior to its expiration date. At the start of each new plan year, your card will be reloaded with your new election amount. A new card will be mailed to you when your expiration date is approaching.

How do I obtain my account details?
Website: Visit www.flores247.com and log-in using Participant ID or Username and password
Mobile Website: Visit our mobile website at m.flores247.com
PID & Password Assistance: Dial 800.840.7684

How Do I Submit Documents To Flores?
Online: Visit www.flores247.com and upload scanned documents securely
Mobile: Download Flores Mobile smartphone App Available for Apple or Android devices
Mail: Flores PO Box 31397 Charlotte, NC 28231
Fax: 800.726.9982 or 704.335.0818



Flores

Dental Plan

Ameritas

Dental Plan Summary	
Type 1 - Preventive	100%
Type 2 - Basic	80%
Type 3 - Major	50%
Deductible	$50/Calendar Year Type 2 & 3; Waived Type 1 $150/Family
Maximum (per person)	$1,000 per calendar year
Allowance	90th Usual & Customary
Dental Rewards	Included
Waiting Period	None
Annual Open Enrollment	Included

Orthodontia Summary – Child Only Coverage	
Allowance	90th Usual & Customary
Plan Benefit	50%
Lifetime Maximum (per person)	$1,000
Waiting Period	None

Sample Procedure Listing (Current Dental Terminology© American Dental Association)

Type 1	Type 2	Type 3
• Routine Exam (3 per benefit period) • Bitewing X-rays (1 per benefit period) • Full Mouth/Panoramic X-rays (1 in 3 years) • Periapical X-rays • Cleaning (3 per benefit period) • Fluoride for Children 18 and under (2 per benefit period) • Sealants (age 14 and under) • Space Maintainers	• Fillings for Cavities • Restorative Composites (anterior and posterior teeth) • Endodontics (nonsurgical) • Endodontics (surgical) • Periodontics (nonsurgical) • Periodontics (surgical) • Simple Extractions • Complex Extractions • Anesthesia	• Onlays • Crowns (1 in 5 years per tooth) • Crown Repair • Denture Repair • Implants • Prosthodontics (fixed bridge; removable complete/partial dentures) (1 in 5 years)

Ameritas Information

We're Here to Help! This plan was designed specifically for the associates of Town of Huntersville. At Ameritas Group, we do more than provide coverage - we make sure there's always a friendly voice to explain your benefits, listen to your concerns, and answer your questions. Our customer relations associates will be pleased to assist you 7 a.m. to midnight (Central Time) Monday through Thursday, and 7 a.m. to 6:30 p.m. on Friday. You can speak to them by calling toll-free: 800-487-5553. For plan information any time, access our automated voice response system or go online to ameritas.com.

Pretreatment

While we don't require a pretreatment authorization form for any procedure, we recommend them for any dental work you consider expensive. As a smart consumer, it's best for you to know your share of the cost up front. Simply ask your dentist to submit the information for a pretreatment estimate to our customer relations department. We'll inform both you and your dentist of the exact amount your insurance will cover and the amount that you will be responsible for. That way, there won't be any surprises once the work has been completed.

Rx Savings

Our valued plan members and their covered dependents can save on prescription medications at over 60,000 pharmacies across the nation including CVS, Walgreens, Rite Aid and Walmart. This Rx discount is offered at no additional cost, and it is not insurance. To receive this Rx discount, Ameritas plan members just need to visit us at ameritas.com and sign into (or create) a secure member account where they can access and print an online-only Rx discount savings ID card.

Dental Rewards®

This dental plan includes a valuable feature that allows plan members to carry over part of their unused annual maximum. A member must submit at least one claim during the benefit year while staying at or under the plan-specific threshold amount. Earns an extra reward, called the PPO Bonus, by seeing a Network Provider. Employees and their covered dependents may accumulate rewards up to the stated maximum carry-over amount, then use those rewards for any covered dental procedures subject to applicable coinsurance and plan provisions. If a plan member doesn't submit a dental claim during a benefit year, all accumulated rewards will be lost; but he or she can begin earning rewards again the very next year.

Benefit Threshold	$500	Dental benefits received for the year cannot exceed this amount
Annual Carryover Amount	$250	Dental Rewards amount is added to the following year's maximum
PPO Bonus (PPO Plan Only)	$100	Additional bonus is earned if the member sees a network provider
Maximum Carryover	$1,000	Maximum possible accumulation for Dental Rewards

Dental Network Information

To find a provider, visit ameritas.com and select FIND A PROVIDER, then DENTAL. Enter your criteria to search by location or for a specific dentist or practice. California Residents: When prompted to select your network, choose the Ameritas Network found on your ID Card or contact Customer Connections at 800-487-5553. Your provider network is Ameritas Classic and Plus Network.

Open Enrollment

If a member does not elect to participate when initially eligible, the member may elect to participate at the policyholder's next enrollment period. This enrollment period will be held each year and those who elect to participate in this policy at that time will have their insurance become effective on January 1. If you do not enroll during your company's open enrollment period, then you will be subject to the Late Entrant Provision.

Dental Cost Estimator

Members can use our dental cost estimator at any time to find average procedure charges in their area. The estimates do not include network discounts or plan benefits. Find the dental cost estimator at ameritas.com/applications/group/estimator. After coverage begins, members can view average in-network charges in their secure member account. Members also may ask their dentist's office to submit a pretreatment estimate so they can see exactly how a proposed service would be covered and avoid any surprises. The pretreatment estimate is based on their plan benefits.

Language Services

We recognize the importance of communicating with our growing number of multilingual customers. That is why we offer a language assistance program that gives you access to: Spanish-speaking claims contact center representatives, telephone interpretation services in a wide range of languages, online dental network provider search in Spanish and a variety of Spanish documents such as enrollment forms, claim forms and certificates of insurance.

Ameritas Dental Rates

Tier of Coverage	*26 Pay Rates*
Employee Only	$0.00
Employee + Spouse	$13.88
Employee + Dependent Child(ren)	$23.12
Employee + Family	$40.50

Ameritas

For Claims/Customer Service call Ameritas: 1.800.776.9446 | Website: www.ameritas.com

This document is a highlight of plan benefits provided by Ameritas Life Insurance Corp. as selected by your employer. It is not a certificate of insurance and does not include exclusions and limitations. For a complete list of covered procedures, please see your benefits administrator.



Vision Plan

CEC community eye care

Enjoy the Simplicity of CEC!

Enrolling in CEC gives you the vision services you need and the ability to select the eyewear you want. With CEC, there's never any confusion about what's covered. It's that simple!

Benefit	Description	Co-Pay
	150 Plan	
Exam	A routine eye exam once a year*	$15
Eyewear	A **$150** flexible allowance for eyewear annually* You can get frames, lenses, contact lenses & lens enhancements, even non-prescription sunglasses!	$0
Contact Lens Fitting, Re-Fit or Evaluation	Once a year*	$15

Benefit	Description	Co-Pay
	250 Plan	
Exam	A routine eye exam once a year*	$15
Eyewear	A **$250** flexible allowance for eyewear annually* You can get frames, lenses, contact lenses & lens enhancements, even non-prescription sunglasses!	$0
Contact Lens Fitting, Re-Fit or Evaluation	Once a year*	$15

Additional Information	
Frequency	All benefits renew every 12 months
Additional Savings	Members who exceed their allowance are eligible for discounts on the overage at most network providers – a 20% for glasses and a 10% discount for contact lenses.

**Members are eligible for their benefits every plan year. Members are not required to wait until the prior plan years' service date has passed to obtain their current benefit.*

Your Coverage with Out-of-Network Providers

CEC allows you to use your full benefit when visiting an out-of-network provider. You'll need to submit an out-of-network claim form and will be reimbursed for the cost of the exam (minus the co-pay) and for the cost of the eyewear, up to the amount of the eyewear allowance (minus the co-pay). Note that co-pays for out-of-network visits are deducted from reimbursements. Reimbursement generally occurs within 60 days of submission. To learn more about filing an out-of-network claim, go to cecvision.com/oonform.

Insured	150 Plan Bi-Weekly Rates	250 Plan Bi-Weekly Rates
Employee Only	$4.29	$7.84
Employee + One	$8.20	$15.29
Employee + Family	$12.49	$23.12

Plan Features

Routine Retinal Screening. A routine retinal screening is an enhancement to the member's annual eye exam when seeing a CEC provider. **Frequency** – once per year | **Co-pay** – Up to $39 | **Coverage** – covered after co-pay

LASIK Discounts. Members can save up to 50% relative to national averages from more than 1,000 participation LASIK providers, including TLC Laser Eye Center.

You Can Get Sunglasses. Non-prescription eyewear, including sunglasses, is included in your CEC vision plan. Other non-prescription eyewear such as blue-light blocking glasses, safety glasses and readers are also included.

Plan Features Continued

Glasses and Contacts
Members can purchase glasses and contact lenses in the same plan year. And frames can be purchases every plan year.

Additional Pairs of Glasses
Members will receive a 20% savings on additional pairs of glasses and sunglasses, including lens enhancements, from most CEC providers within 12 months of their last exam.

Special Offers
A variety of special offers are available to CEC members. Visit cecvision.com/members/special-offers for additional information!

Member's Portal
CEC's website, cecvision.com, gives you 24/7 access to find a provider, view your benefit information, check your current eligibility, print a temporary ID card and more.

Vision is Important
Even if you have 20/20 vision, getting your annual eye exam is very important. At your appointment, your doctor can check for other health issues such as diabetes, high blood pressure, and even brain tumors.

Important Plan Information	
Routine Vision Coverage	CEC vision benefits are for routine eye care. Routine exams and contact lens fittings, as needed, and eyewear are covered by the CEC full-service benefit. Additionally, the CEC benefit now includes a routine retinal screening (digital imaging of the inside of the eye), which helps CEC doctors detect signs of eye disease and chronic health conditions including diabetes, hypertension, and high cholesterol. CEC vision coverage does not include medical treatment or surgical treatment of the eyes. Examples that could necessitate your visit being filed, by your provider, to your medical insurance include diabetes mellitus, glaucoma, cataracts, and other medical conditions.
Promotions	As is true of most vision plans, in-network providers will only allow members to use either their vision benefit allowance or an optical discount/promotion. Members who select the sales promotion (such as "BOGO" or "two-for-one sales") or a steep discount are not eligible for reimbursement from CEC for that purchase. Therefore, members cannot buy their eyewear at the sales promotion and submit an out-of-network claim for reimbursement for that purchase. This also applies to exam discounts. The member will still be able to use their CEC benefit at a later date either through the same provider or through a different provider.
Coordination of Benefits	Coordination of benefits is not permitted, either with respect to other vision plans or with respect to vision benefits under health insurance plans.
Additional Pairs of Overage Discounts	Most providers in the CEC network offer vision plan members a 20% discount on additional pairs of glasses as well as a 20% overage discount on glasses and a 10% overage discount on contacts on amounts exceeding the eyewear allowance. However, by law, CEC providers are not required to offer overage discounts. Before using your eyewear allowance to obtain eyewear, please check with your provider to see what discounts are offered.
Contact Lens Fittings & Evaluations	When seeing an in-network provider, the maximum coverage for contact lens fittings is $100, and the maximum coverage for contact lens evaluations is $80. Any amount that exceeds the maximum coverage is not covered.
Non-Prescription Eyewear Policy	Most providers in the CEC network allow vision plan members to use their eyewear allowance for the purchase of non-prescription eyewear. However, CEC providers are not required to extend coverage to non-prescription items, and a few have opted to restrict coverage to prescription eyewear. Before using your eyewear allowance to obtain non-prescription eyewear, please check with your provider to make sure that this is permissible.
Portability Benefit	Existing CEC members who terminate employment will be able to enroll in the CEC portability plan within 60 days of their termination date. Coverage will commence on the first day of the month following receipt of the member's completed form. New membership cards will be mailed to the member prior to their new effective date.

CEC
community eye care

Questions about your benefits?
Our customer service team is available at 888-254-4290
Monday through Friday, 8:30am – 7:00pm, and Saturday, 10:00am – 4:00pm.



STAY WELL

Voluntary Benefit options that enhance you and your family's well being.



Short-Term Disability Plan

Group Short Term Disability Insurance

This coverage replaces a portion of your income when you can't work because of a qualifying disability. Even if you're healthy now, it's important to protect yourself and the people who count on your income.

This insurance can help you pay the bills when you're unable to work.

This Plan Offers:

- Competitive group rates
- The convenience of payroll deduction
- Benefits for a qualifying disability that is not work-related

About This Coverage

See the Important Details section for more information, including requirements, exclusions and definitions.

What Your Benefit Provides

This is the benefit you'd receive if you were to suffer a qualifying disability. Eligible earnings are your weekly insured predisability earnings, as defined by the group policy. Your benefit amount will be reduced by deductible income; see the Important Details section for a list of deductible income sources.

- **60% of your eligible earnings, up to a maximum benefit of $750 per week. Plan minimum $15 per week.**

Benefit Waiting Period

If you suffer a qualifying disability, your benefit waiting period is the length of time you must be continuously disabled before you can begin receiving your weekly benefit.

- **14 days for accidental injury**
- **14 days for physical disease, pregnancy or mental disorder**

How Long Your Benefits Last

This is the maximum length of time you could be eligible to receive a weekly disability benefit.

- **180 days**

Additional Features

Your coverage comes with some added features:

Return to Work Incentive.
Your disability benefit will not be reduced by any work earnings you receive until the combined amount of the benefit and your work earnings exceeds 100 percent of your predisability earnings.

Help with Returning to Work.
If a worksite modification would enable you to return to work, we can help your employer make approved modifications by covering some or all of the cost.

How Much Your Coverage Costs

Because this insurance is offered through Town of Huntersville, you'll have access to competitive group rates that may be more affordable than those available through individual insurance. You'll also have the convenience of having your premium deducted directly from your paycheck. How much your premium costs depends on a number of factors, such as your age and benefit amount.

Use this formula to calculate your premium payment:

_____ x 0.60 x _____ /10 = _____ → _____

Enter your weekly earnings (cannot be more than $1,250).	Enter your rate from the rate table.	This amount is an estimate of how much you'd pay each month.	To get a sense of your biweekly premium, multiply your monthly premium amount by 12 and then divide by 26.

Your Age (as of January 1)	*Rate per $10 of weekly benefit*
<25	$0.59
25 - 29	$0.57
30 - 34	$0.55
35 - 39	$0.56
40 - 44	$0.53
45 - 49	$0.74
50 - 54	$0.90
55 - 59	$1.14
60 +	$1.31

Not being able to work also means not being able to earn a paycheck. As you consider Short Term Disability insurance, think about the expenses you would need to cover if you were to become disabled:

- Mortgage or rent
- Utilities
- Groceries
- Medical bills
- Car insurance
- Childcare costs

To estimate your insurance needs, you'll need to consider your unique circumstances. Use our online calculator at www.standard.com/disability/needs.

Eligibility Requirements
To be eligible for coverage, you must be:
- A regular employee of Town of Huntersville
- Actively working at least 30 hours per week
- A citizen or resident of the United States or Canada

Temporary and seasonal employees, full-time members of the armed forces, leased employees and independent contractors are not eligible.

Employee Coverage Effective Date
To become insured, you must:
- Meet the eligibility requirements listed above
- Serve an eligibility waiting period*
- Apply for coverage and agree to pay premiums
- Be actively at work (able to perform all normal duties of your job) on the day before the scheduled effective date of insurance

If you are not actively at work on the day before the scheduled effective date of insurance, your insurance will not become effective until the day after you complete one full day of active work as an eligible employee.

All late applications (applying 31 days after becoming eligible) are subject to medical underwriting approval. Please contact your human resources representative or plan administrator for more information regarding the requirements that must be satisfied for your insurance to become effective.

**Defined as first day that follows 30 consecutive days as a member*

Definition of Disability
You will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:
- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent in your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

Exclusions
Subject to state variations, you are not covered for a disability caused or contributed to by any of the following:
- Your committing or attempting to commit an assault or felony, or your active participation in a violent disorder or riot
- An intentionally self-inflicted injury, while sane or insane
- War or any act of war (declared or undeclared, and any substantial armed conflict between organized forces of a military nature)
- The loss of your professional or occupational license or certification
- An activity arising out of or in the course of any employment for wage or profit

Limitations
Short Term Disability benefits are not payable for any period when you are:
- Not under the ongoing care of a physician in the appropriate specialty, as determined by The Standard
- Not participating in good faith in a plan, program or course of medical treatment or vocational training or education approved by The Standard, unless your disability prevents you from participating
- Confined for any reason in a penal or correctional institution
- Able to work and earn at least 20 percent of your predisability earnings in your own occupation but you elect not to
- Eligible to receive benefits for your disability under a workers' compensation law or similar law

When Your Benefits End
Your Short Term Disability benefits end automatically on the date any of the following occur:
- You are no longer disabled
- Your maximum benefit period ends
- Long term disability benefits become payable to you under a Long Term Disability plan
- Benefits become payable under any other disability insurance plan under which you become insured through employment during a period of temporary recovery
- You fail to provide proof of continued disability and entitlement to benefits
- You pass away

Deductible Income
Your benefits will be reduced if you have deductible income, which is income you receive or are eligible to receive while receiving Short Term Disability benefits. Deductible income includes:
- Sick pay, annual or personal leave pay, severance pay or other forms of salary continuation (including donated amounts) paid that exceeds 100 percent of your indexed predisability earnings when added to your Short Term Disability benefit
- Amounts under unemployment compensation law
- Amounts because of your disability from any other group insurance
- Any disability or retirement benefits received or you are eligible to receive from your employer's retirement plan
- Amounts under any state disability income benefit law or similar law
- Earnings from work activity while you are disabled, plus the earnings you could receive if you work as much as your disability allows
- Earnings or compensation included in your predisability earnings which you receive or are eligible to receive while Short Term Disability benefits are payable
- Amounts due from or on behalf of a third party because of your disability, whether by judgment, settlement or other method
- Any amount you receive by compromise, settlement or other method as a result of a claim for any of the above

When Your Insurance Ends
Your insurance ends automatically when any of the following occur:
- The date the last period ends for which a premium was paid
- The date your employment terminates
- The date the group policy (or your employer's coverage under the group policy) terminates
- The date you cease to meet the eligibility requirements (insurance may continue for limited periods under certain circumstances)
- The date Town of Huntersville ends participation in the group policy

Group Insurance Certificate
If coverage becomes effective and you become insured, you will receive a group insurance certificate containing a detailed description of the insurance coverage, including the definitions, exclusions, limitations, reductions and terminating events. The controlling provisions will be in the group policy. The information present in this summary does not modify the group policy, certificate or the insurance coverage in any way.





Long-Term Disability Plan

Group Long Term Disability Insurance

Group Long Term Disability insurance from Standard Insurance Company helps provide financial protection for insured members by promising to pay a monthly benefit in the event of a covered disability. ***The cost of this insurance is paid by Town of Huntersville.***

Eligibility

- **Definition of a Member.** You are a member if you are a regular employee of Town of Huntersville, actively working at least 30 hours per week, and a citizen or resident of the United States or Canada. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
- **Eligibility Waiting Period.** You are eligible on the first day that follows 30 consecutive days as a member.

Benefits

Monthly Benefit - 60 percent of the first $8,333 of monthly predisability earnings, reduced by deductible income (e.g., work earnings, workers' compensation, state disability, etc.)

Maximum Monthly Benefit - $5,000

Minimum Monthly Benefit - $100

Benefit Waiting Period - 180 days

Definition of Disability
For the benefit waiting period and the first 24 months that Long Term Disability benefits are payable, you will be considered disabled if, as a result of physical disease, injury, pregnancy or mental disorder:

- You are unable to perform with reasonable continuity the material duties of your own occupation, and
- You suffer a loss of at least 20 percent of your predisability earnings when working in your own occupation.

You are not considered disabled merely because your right to perform your own occupation is restricted, including a restriction or loss of license.

After the own occupation period of disability, you will be considered disabled if, as a result of a physical disease, injury, pregnancy or mental disorder, you are unable to perform with reasonable continuity the material duties of any occupation.

Maximum Benefit Period
If you become disabled before age 62, Long Term Disability benefits may continue during disability until age 65 or to the Social Security Normal Retirement Age (SSNRA) or 3 years 6 months, whichever is longest. If you become disabled at age 62 or older, the benefit duration is determined by the age when disability begins:

Age	Maximum Benefit Period
62	To SSNRA, or 3 years 6 months, whichever is longer
63	To SSNRA, or 3 years, whichever is longer
64	To SSNRA, or 2 years 6 months, whichever is longer
65	2 years
66	1 year 9 months
67	1 year 6 months
68	1 year 3 months
69+	1 year

Other Features and Services

- ✓ 24 hour coverage, including coverage for work-related disabilities
- ✓ Employee Assistance Program
- ✓ Reasonable Accommodation Expense Benefit
- ✓ Rehabilitation Incentive Benefit
- ✓ Rehabilitation Plan Provision
- ✓ Return to Work Incentive
- ✓ Survivors Benefit
- ✓ Temporary Recovery Provision
- ✓ Waiver of Premium while Long Term Disability benefits are payable

This information is only a brief description of the group Long Term Disability insurance policy sponsored by Town of Huntersville. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reduction in benefits, exclusions and when The Standard and Town of Huntersville may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.

Basic Group Term Life Plan

Group Basic Life insurance from Standard Insurance Company helps provide financial protection by promising to pay a benefit in the event of an eligible member's covered death. Basic Accidental Death and Dismemberment (AD&D) insurance may provide an additional amount in the event of a covered death or dismemberment as a result of an accident. ***The cost of this insurance is paid by Town of Huntersville.***

Eligibility

- **Definition of a Member**: You are a member if you are an active employee of Town of Huntersville and regularly working at least 30 hours each week. You are not a member if you are a temporary or seasonal employee, a full-time member of the armed forces, a leased employee or an independent contractor.
- **Eligibility Waiting Period**: You are eligible on the first of the month that follows 30 consecutive days as a member.

Benefits

- **Basic Life Coverage Amount**: 2 times your annual earnings to a maximum of $250,000.
- **Basic AD&D Coverage Amount**: For a covered accidental loss of life, your Basic AD&D coverage amount is equal to your Basic Life coverage amount. For other covered losses, a percentage of this benefit will be payable.
- **Life Age Reductions**: Basic Life and AD&D insurance coverage amount reduces to 65 percent at age 65, to 45 percent at age 70, to 30 percent at age 75, to 20 percent at age 80, and to 15 percent at age 85.

Other Basic Life Features & Services

- Accelerated Benefit
- Life Services Toolkit
- Portability of Insurance Provision
- Repatriation Benefit
- Standard Secure Access account payment option
- Travel Assistance
- Right to Convert Provision
- Waiver of Premium

Other Basic AD&D Features

- Airbag Benefit
- Expanded AD&D Package
- Family Benefits Package
- Seat Belt Benefit



This information is only a brief description of the group Basic Life/AD&D insurance policy sponsored by Town of Huntersville. The controlling provisions will be in the group policy issued by The Standard. The group policy contains a detailed description of the limitations, reductions in benefits, exclusions and when The Standard and Town of Huntersville may increase the cost of coverage, amend or cancel the policy. A group certificate of insurance that describes the terms and conditions of the group policy is available for those who become insured according to its terms. For more complete details of coverage, contact your human resources representative.



Voluntary Group Term Life Plan

Life insurance coverage is designed to help provide financial support and stability to your family should you pass away. Accidental Death & Dismemberment (AD&D) insurance provides an extra layer of protection if you die or become dismembered in an accident. You can also cover your eligible spouse and child(ren).

About This Coverage

If you take no action you'll be covered under Basic Life Insurance provided you meet the eligibility requirements. Consider whether that would be enough to help your family meet daily expenses, maintain their standard of living, pay off debt and fund your children's education. If not, you may want to apply for additional coverage now.

How Much Can I Apply For?

Your combined Basic Life and Additional Life amounts cannot exceed a maximum of 8 times your annual earnings. The coverage amount for your spouse cannot exceed 100 percent of your Additional Life coverage. The coverage amount for your child(ren) cannot exceed 100 percent of your Additional Life coverage.

- **For You:** $10,000 – $150,000 in increments of $10,000
- **For Your Spouse:** $5,000 - $50,000 in increments of $5,000
- **For Your Child(ren):** $10,000

What is the Guarantee Issue Amount?

Depending on your eligibility, this is the maximum amount of coverage you may apply for during initial enrollment without answering health questions.

- **For You:** Up to $150,000
- **For Your Spouse**: Up to $50,000

AD&D Insurance

The benefit is paid if you or your dependents are seriously injured or pass away as a result of a covered accident.

What Does My AD&D Benefit Provide?

Note: You cannot buy more coverage for your spouse or child(ren) than you buy for yourself.

- **For You**: The AD&D insurance coverage amount matches what you elect for Additional Life insurance.
- **For Your Spouse**: The AD&D insurance coverage amount matches what you elect for Dependents Life insurance.
- **For Your Child(ren):** The AD&D insurance coverage amount matches what you elect for Dependents Life insurance.

Keep in mind that the amount payable for certain losses is less than 100 percent of the AD&D insurance benefit.

Additional Features

- **Accelerated Benefit:** If you become terminally ill, you may be eligible to receive up to 80 percent of your combined Basic and Additional Life benefit to a maximum of $500,000.

How Much Life Insurance Do You Need?

After a death in the family, there are many unexpected expenses. Your benefits could help your family pay for:

- Outstanding debt
- Burial expenses
- Medical bills
- Your children's education
- Daily expenses

To estimate your insurance needs, you'll need to consider your unique circumstances. Use our online calculator at **www.standard.com/life/needs**.

How Much Your Coverage Costs

Your Basic Life insurance is paid for by the Town of Huntersville. If you choose to purchase Additional Life coverage, you'll have access to competitive group rates, which may be more affordable than those available through individual insurance. You'll also have the convenience of having your premium deducted directly from your paycheck. How much your premium costs depends on a number of factors, such as your age and the benefit amount.

Use this formula to estimate your biweekly premium payment:

_____ ÷ 1000 = _____ X _____ = _____ → _____

Enter the amount of coverage you are requesting (see benefit amounts in the About This Coverage section).

Enter your rate from the rate table.

This amount is an estimate of how much you would pay each month.

To get a sense of your biweekly premium, multiply your monthly premium amount by 12 and then divide by 26.

If you buy coverage for your spouse, your monthly rate is shown in the table below. Use the same formula to calculate the premium that you used for yourself, but use your age and your spouse's rate. If you buy Dependents Life with AD&D coverage for your child(ren), your monthly rate is $2.30 for $10,000, no matter how many children you're covering. Your monthly AD&D rate of $0.30 for $10,000 is included.

Age (as of January 1)	*Your Rate* (Per $1,000 of Total Coverage)*	*Your Spouse's Rate* (Per $1,000 of Total Coverage)*
<30	$0.07	$0.08
30 - 34	$0.07	$0.09
35 - 39	$0.09	$0.11
40 - 44	$0.12	$0.15
45 - 49	$0.17	$0.22
50 - 54	$0.26	$0.33
55 - 59	$0.39	$0.52
60 - 64	$0.59	$0.78
65 - 69	$0.96	$1.27
70 - 74	$1.84	$2.45
75 +	$3.53	$4.70

**Includes a monthly AD&D rate of $0.03 per $1,000 of AD&D benefit.*
***Includes a monthly AD&D rate of $0.03 per $1,000 of AD&D benefit for your spouse.*

Important Details

Life and AD&D Insurance Eligibility Requirements

To be eligible for coverage, you must be:

- An active employee of Town of Huntersville
- Regularly working at least 40 hours per week
- Insured for Basic Life insurance through The Standard

Temporary and seasonal employees, full-time members of the armed forces, leased employees and independent contractors are not eligible. If you buy Additional Life and AD&D insurance for yourself, you may also buy Life and AD&D coverage for your eligible children and/or spouse. This is called Dependents Life and AD&D insurance. You can choose to cover your spouse, meaning a person to whom you are legally married. You may also choose to cover your child. Child means your child from live birth through age 25. Your child cannot be insured by more than one employee. Your spouse or child(ren) must not be full-time member(s) of the armed forces. You cannot be insured as both an individual and a dependent.

Medical Underwriting Approval for Life Coverage

Required for:

- Coverage amounts higher than the guarantee issue maximum amount
- All late applications (applying 31 days after becoming eligible)
- Requests for coverage increases
- Reinstatements
- Eligible but not insured under the prior life insurance plan

Visit www.standard.com/mhs to submit a medical history statement online.

Note: If your family status changes, you may have the ability to apply for coverage or increase your coverage for a limited time without having to submit a medical history. Please see your human resources representative or plan administrator for more information.

Coverage Effective Date for Life Coverage
To become insured, you must

- Meet the eligibility requirements listed in the previous sections,
- Serve an eligibility waiting period*,
- Receive medical underwriting approval (if applicable),
- Apply for coverage and agree to pay premium, and
- Be actively at work (able to perform all normal duties of your job) on the day before the insurance is scheduled to be effective.

If you are not actively at work on the day before the scheduled effective date of your insurance, including any optional coverages, your insurance will not become effective until the day after you complete one full day of active work as an eligible employee. Contact your human resources representative or plan administrator for further information about the applicable coverage effective date for your coverage, including any optional coverages.

**Defined as first day that follows 30 consecutive days as a member*

Life and AD&D Age Reductions
Under this plan, your coverage amount reduces to 65 percent at age 65, to 45 percent at age 70, to 30 percent at age 75, to 20 percent at age 80, and to 15 percent at age 85. Your spouse's coverage amount reduces by your age as follows: to 65 percent at age 65, to 45 percent at age 70, to 30 percent at age 75, to 20 percent at age 80, and to 15 percent at age 85. If you are age 65 or over, ask your human resources representative or plan administrator for the amount of coverage available.

Life Insurance Waiver of Premium
Your Life premiums may be waived if you:

- Become totally disabled while insured under this plan,
- Are under age 60, and
- Complete a waiting period of 180 days.

If these conditions are met, your Life insurance coverage may continue without cost until age 65, provided you give us satisfactory proof that you remain totally disabled. Life and AD&D Insurance Portability If your insurance ends because your employment terminates, you may be eligible to buy portable group insurance coverage from The Standard.

Life Insurance Conversion
If your insurance reduces or ends, you may be eligible to convert your existing Life insurance to an individual life insurance policy without submitting proof of good health.

Life Insurance Exclusions
Subject to state variations, you and your dependents are not covered for death resulting from suicide or other intentionally self-inflicted injury, while sane or insane. The amount payable will exclude amounts that have not been continuously in effect for at least two years on the date of death.

AD&D Benefits
The amount of the AD&D benefit is equal to the amount payable for your or your spouse's or child(ren)'s Life benefit on the date of the accident. For all other covered losses, the amount is shown as a percentage of the amount payable for the benefit on the date of the accident. No more than 100 percent of the AD&D benefit will be paid for all losses resulting from one accident. Any loss must be caused solely and directly by an accident within 365 days of the accident. A certified copy of the death certificate is needed to prove loss of life. All other losses must be certified by a physician in the appropriate specialty determined by The Standard.

Covered loss:	**Percentage of AD&D benefit payable:**
Life[1]	100%
One hand or one foot[2]	50%
Sight in one eye, speech or hearing in both ears	50%
Two or more of the losses listed above	100%
Thumb and index finger of the same hand[3]	25%
Quadriplegia	100%
Hemiplegia	50%
Paraplegia	50%

[1] Includes loss of life caused by accidental exposure to adverse weather conditions or disappearance if disappearance is caused by an accident that reasonably could have resulted in your death.
[2] Even if the severed part is surgically re-attached. This benefit is not payable if an AD&D benefit is payable for quadriplegia, hemiplegia, paraplegia, involving the same hand or foot.
[3] This benefit is not payable if an AD&D benefit is payable for the loss of the entire hand.

AD&D Insurance Exclusions
You are not covered for death or dismemberment caused or contributed to by any of the following:

- Committing or attempting to commit an assault or felony, or actively participating in a violent disorder or riot
- Suicide or other intentionally self-inflicted injury, while sane or insane
- War or any act of war (declared or undeclared), and any substantial armed conflict between organized forces of a military nature
- Voluntary consumption of any poison, chemical compound, alcohol or drug, unless used or consumed according to the directions of a physician
- Sickness or pregnancy existing at the time of the accident
- Heart attack or stroke
- Medical or surgical treatment for any of the above

When Your Insurance Ends
Your insurance ends automatically when any of the following occur:

- The date the last period ends for which a premium was paid
- The date your employment terminates
- The date you cease to meet the eligibility requirements (insurance may continue for limited periods under certain circumstances)
- The date the group policy, or your employer's coverage under the group policy, terminates
- For each elective insurance coverage, the date that coverage terminates under the group policy
- The date your Life coverage ends, your AD&D coverage will end as well

In addition to the above requirements, your Dependents Life and AD&D coverage ends automatically on the date your dependent ceases to meet the eligibility requirements for a dependent.

For more details on when your insurance ends, contact your human resources representative or plan administrator.

Group Insurance Certificate
If coverage becomes effective and you become insured, you will receive a group insurance certificate containing a detailed description of the insurance coverage, including the definitions, exclusions, limitations, reductions and terminating events. The controlling provisions will be in the group policy. The information present in this summary does not modify the group policy, certificate or the insurance coverage in any way.

Employee Assistance Program (EAP)

MYgroup
McLAUGHLIN YOUNG

How Our EAP Works

Looking for professional advice for personal, work-related, or family concerns? Free, confidential support is one of your benefits – and always there if you need it.

An EAP is a company-sponsored benefit that offers the support and resources you need to address personal or work-related challenges and concerns. Best of all, it's free for you and your household.

When you call the EAP, you are offered a needs assessment by an experienced, licensed clinician. If it is determined that the concern can be resolved through problem solving sessions, the clinician will assist in resolution. If it is determined that a referral is needed for ongoing support, the EAP will connect you with the most cost-effective resources for care.

You Are Covered

McLaughlin Young offers you and your immediate household members unlimited access to:

- ✓ Free, confidential help with personal or work-related concerns
- ✓ Referrals to other sources for assistance
- ✓ 24-hour emergency coverage

EAP Is Confidential

Confidentiality is an essential part of the EAP. Your company will not know of your participation in the services nor have access to any information without your consent. The only exceptions are when someone's safety is in question.

Reasons To Use The EAP

An EAP is designed to help with all kinds of life situations. Examples include, but are not limited to:

- ✓ Marital difficulties
- ✓ Family problems
- ✓ Parenting Stress
- ✓ Balancing work and family
- ✓ Relationship issues
- ✓ Work-related concerns
- ✓ Depression
- ✓ Alcohol and drug use/abuse
- ✓ Grief and loss
- ✓ Elder care
- ✓ Healthy living
- ✓ Crisis events
- ✓ Preventative



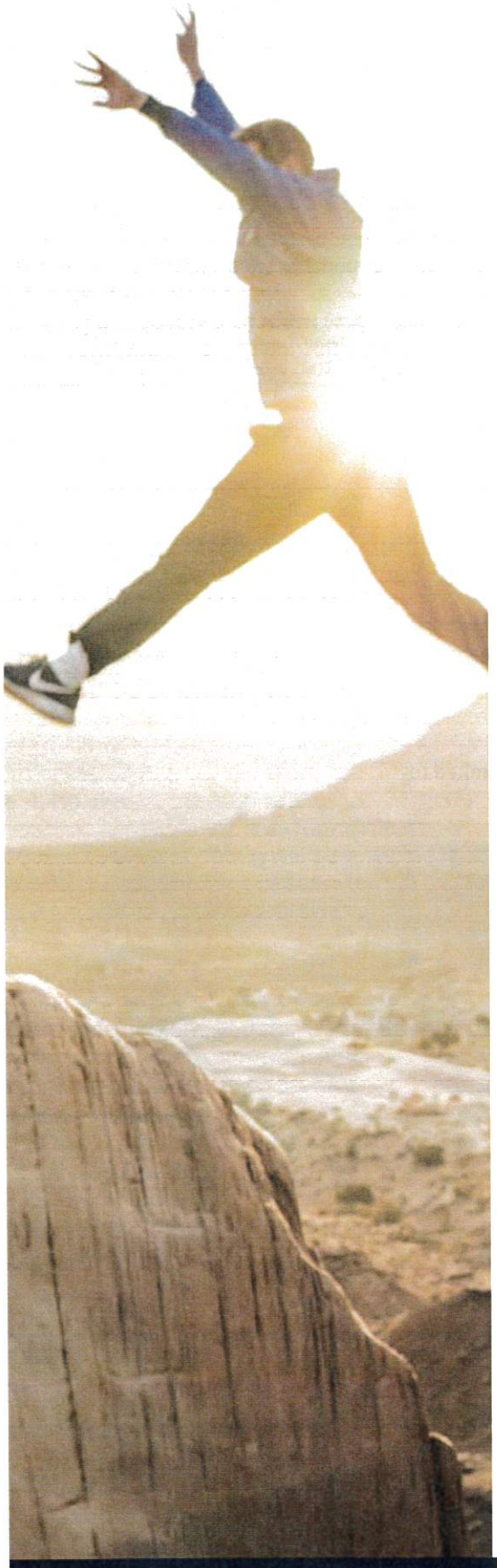
How To Access The EAP

Simply call **800-633-3353.**

A clinician may assess your situation prior to scheduling an appointment to ensure that you are receiving the most appropriate care.

MYgroup
McLAUGHLIN YOUNG

5925 Carnegie Blvd, Suite 350
Charlotte, North Carolina 28209
Direct: 800-633-3353
mygroup.com



Continuation of Benefits

If You Leave Employment

Ameritas Dental and/or UnitedHealthcare Medical

Under the group medical and/or dental plan(s), you and your covered dependents are eligible to continue coverage through COBRA if you experience certain "qualifying events". If you and your dependents are enrolled in these plan(s), you will be eligible to continue coverage through COBRA after you leave your employment for a specified period. In addition, while covered under the plan(s), if you should die, become divorced or legally separated, or become eligible for Medicare, your covered dependents may be eligible to continue coverage through COBRA. Also, while you are covered under the plan(s), your covered children who no longer qualify as an eligible dependent may continue coverage through COBRA. For more COBRA information, contact your Human Resources Department.

CEC Vision

Existing CEC members who terminate employment will be able to enroll in the portability plan within 60 days of their termination date. Coverage will commence on the first day of the month following receipt of the member's completed form. New membership cards will be mailed to the member prior to their new effective date. Please contact **CEC at 1-888-254-4290.**

Flores Flexible Spending Account

If you have a positive balance (payroll deductions are greater than the amount you have received in reimbursement) in your Medical Reimbursement Account at the time of your termination, you may continue participation in th. Plan for the remainder of the Plan year through COBRA. If you prefer to terminate your participation and contribution to the Plan, any balance in your account on the date of termination will be forfeited if claims were not incurred prior to the date of termination. For more COBRA information, contact your Human Resources Department.

The Standard Short-Term Disability

When you leave employment, you may continue your disability coverage by having the premiums that are currently deducted from your paycheck billed to your home address. To set up direct bill to your home address, contact **The Standard at 1-866-851-2429.**

The Standard Voluntary Term Life

When you leave your employment, you may convert the existing group term coverage you have through your employer to a guaranteed issue individual whole life policy. You also have the option of porting your existing voluntary coverage as well. It is the responsibility of the employee to convert or port coverage. You must apply for conversion or portability within 31 days from the date your employer terminates your term life coverage. For more information and a quote, please contact **The Standard at 1-800-378-4668.**

***If you do not convert or port your group term life insurance, coverage will terminate when you leave employment.*

Contact Information

Ameritas Dental
Phone: 1-800-487-5553
www.ameritas.com

CEC Vision
Customer Service: 888-254-4290
Website: www.CECvision.com

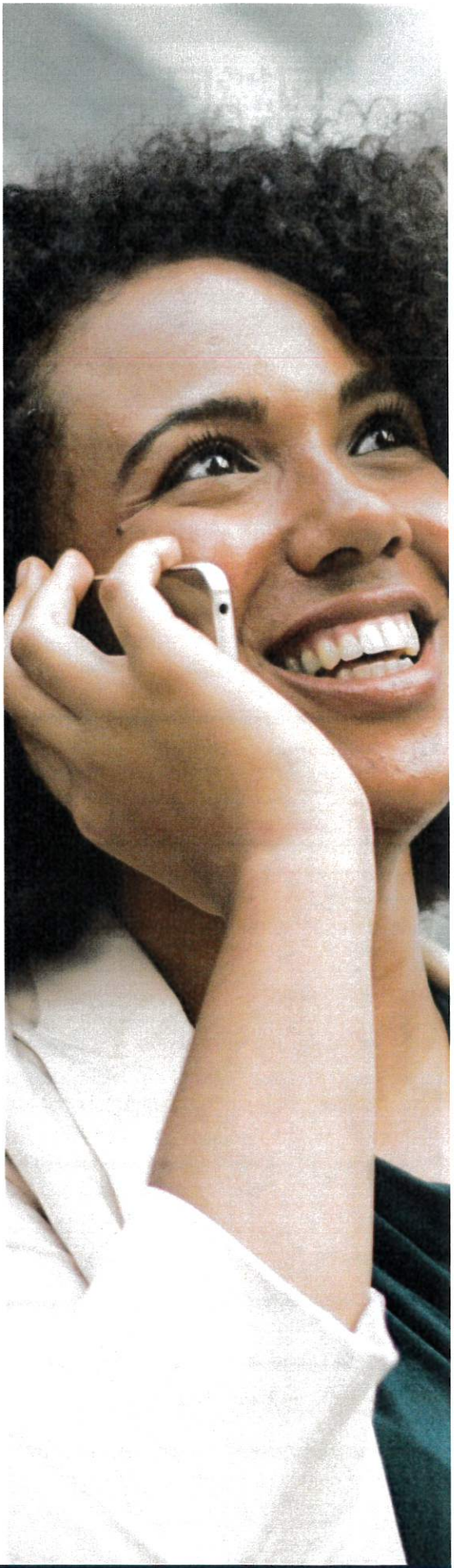
Flores Flexible Spending Account
Phone: 1-800-532-3327
www.flores247.com

Mark III Employee Benefits (Broker)
Phone: 704-365-4280
Toll-Free: 1-800-532-1044
www.markiiieb.com

MyGroup EAP
Phone: 1-800-633-3353
www.mygroup.com

The Standard Insurance Company
Phone: 1-800-378-4668
www.standard.com

UnitedHealthcare
Phone: 1-866-414-1959
www.uhc.com





View additional benefits information
or download forms at: mymarkiii.com

Arranged and Enrolled by Mark III Brokerage, Inc.

Mark III
Employee Benefits

211 Greenwich Road
Charlotte, NC 28211

(800) 532-1044
(704) 365-4280



APPENDIX B:
Sample Wellness

Mark III
Employee Benefits



Do you want to create and implement a comprehensive, practical, sustainable wellness program for your employees? We can help guide you! The core of any successful wellness program includes the following:

HELPING PROMOTE EMPLOYEE WELLNESS

Wellness Committee	Each department represented can recommended ideas and goals to meet the needs of all employees.
Incentives	Recognition, discounted co-pays, free testing supplies, etc.
Healthy Policies	Healthy vending options, smoke free campus, wellness hours, and more!
Health & Benefits Fair	Promoting healthy lifestyles and resources available.
Employee Communication	Newsletters, flyers, emails, wellness tips, etc.
Screenings	Evaluations for employees to understand current and potential health risks and a snapshot of the total population's health
Health Coaching	Employees set goals, determine readiness to change, receive resources available to them, and more.
Disease Case Management	Employees meet with a care manager to focus on diabetes, cardiovascular disease and weight management.
Educational Seminars	Lunch & Learns, cooking classes, online exercise classes, and more!
Data Analysis	Comprehensive reporting, trending data for future costs and savings, and much more.

Wellness Health Screening Benefits

Mark III
Employee Benefits

The coverage below offers a wellness health screening benefit that provides an annual benefit payment if you complete a health screening test, whether or not there is any out-of-pocket cost. Regular health screenings increase the chance of a positive outcome when serious illnesses are detected early. Make sure you get your wellness health screening test today!

**Some screenings are for employees & spouses only.*



How to File

1. Download your wellness claim form(s).

2. Fill out all required portions of the form(s) to avoid unnecessary delay in processing your request.

3. Make sure all required documents are included with your claim form.

4. You may also receive a benefit for your covered spouse and children if they complete the health screening test.

**Please read all instructions on how to file a wellness claim. Some wellness claims can be filed online.*

Where to Find Forms

- www.mymarkiii.com
- www.bbadmin.com/forms
- www.aflacgroupinsurance.com/customer-service/file-a-claim.aspx

$100

Manhattan Life Group Cancer

For Cancer screening tests such as mammogram, flexible sigmoidoscopy, pap smear, chest X-ray, Hemocult stool specimen, or prostate screening.

$60

Aflac Group Accident

For annual physical exams, blood screenings, eye exams, immunizations, flexible sigmoidoscopes, ultrasounds, mammograms, pap smears, & PSA tests.

$50

Aflac Group Hospital Indemnity

For health screening tests performed as the result of preventive care, including tests and diagnostic procedures ordered in connection with routine examinations.

$100

Aflac Group Critical Illness

For stress testing, bone marrow testing, breast ultrasound, chest x-ray, blood testing for different types of cancers, mammograms, pap smears, etc.

Have a Question?

If you have questions on how to file a claim or need assistance, contact Mark III Employee Benefits at:

(800) 532-1044

trustus@markiiieb.com

www.markiiieb.com

Mark III
Employee Benefits

Disease Management & Coaching

Programs designed to reduce financial and clinical risks associated with prevalent chronic conditions, including Pre-Diabetes, Diabetes, Cardiovascular Disease, weight management, and more.

Wellness Coordinator

Consultation in developing and assisting for implementation of any wellness program/strategy.



Incentive Based Strategies

- Accountability and participation
- Cash incentives, HSA contributions, waived co-pays for prescriptions/testing supplies, premium differential, discounts, time off, etc.

Screenings & Awareness

- Biometric Screenings (BP, lipids, triglycerides, A1C, waist circumference, body weight, continine)
- Health Risk Assessments (self-reported questionnaires)

Data Analytics

- Comprehensive reporting and trending data for future costs and savings.
- Comparing cost between completing strategies vs. not completing strategies

#trustMarkIII

CITY OF HENDERSONVILLE

HEALTH & BENEFITS FAIR

Friday, April 8, 2022

The Aflac Group Policies offer a wellness health screening benefit that provides an annual benefit payment if you complete a health screening test, whether or not there is any out-of-pocket cost to you. You may also receive a benefit for your covered spouse and/or children if they complete the health screening test.

Regular health screenings increase the chance of a positive outcome when serious illnesses are detected early. Make sure you get your wellness health screening test today.

Scan the QR to download your Wellness Claim Form(s).

AFLAC GROUP POLICIES

Group Accident

Hospital Indemnity

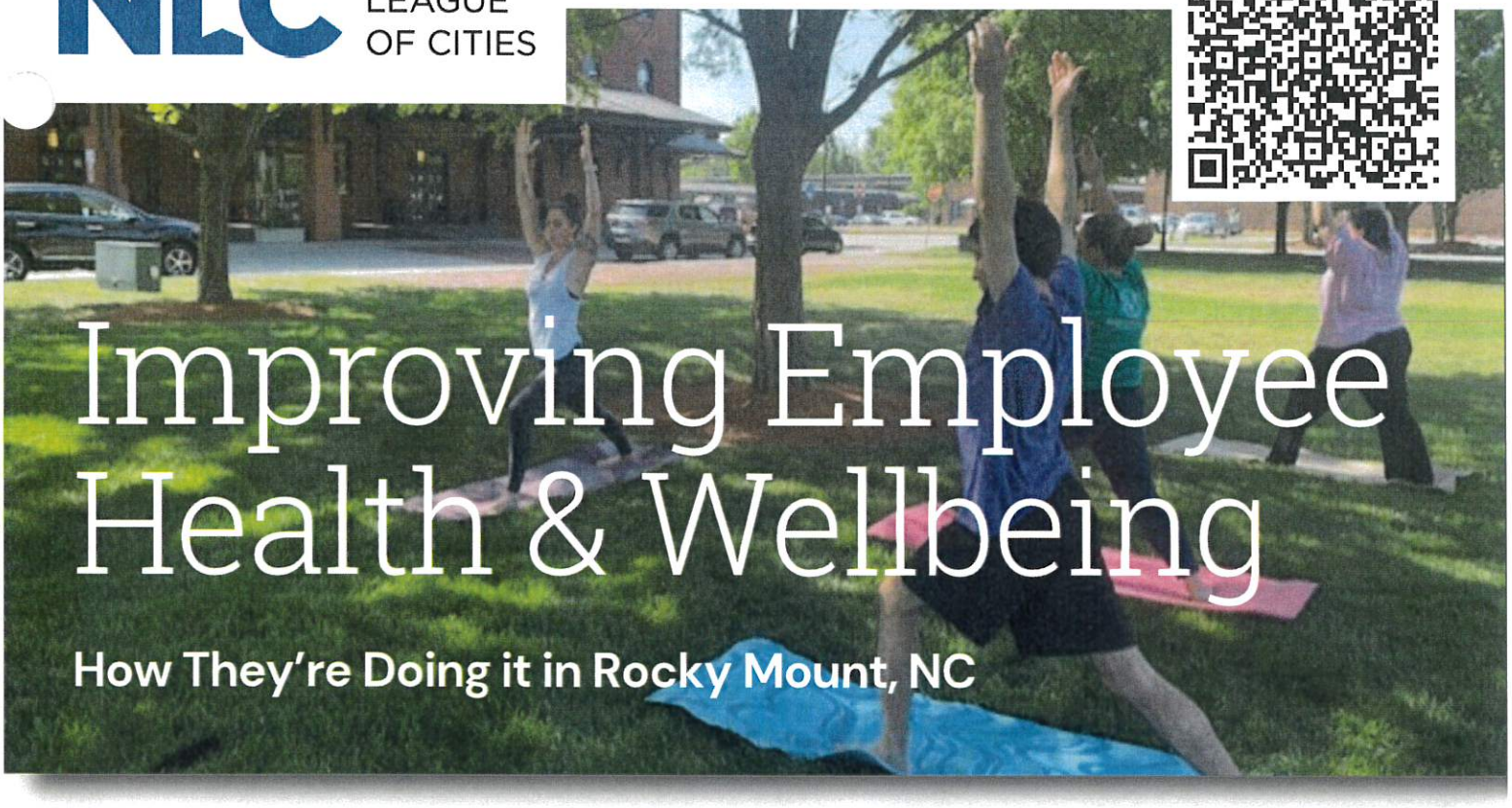
Critical Illness

**Aflac Group Critical Illness for employees and spouse only.*

Mark III Employee Benefits

mymarkiii.com/cityofhendersonvillenc/

NLC NATIONAL LEAGUE OF CITIES



Improving Employee Health & Wellbeing

How They're Doing it in Rocky Mount, NC

The realities of working remotely during the COVID-19 pandemic sparked a national conversation on work-life balance. The City of Rocky Mount, NC realized if employees are not receiving appropriate support, it may be difficult to be as productive and engaged in the workplace as they might otherwise be.

As a result, the City of Rocky Mount quickly became aware of the importance of their workplace wellness program. As health care spending continues to rise, one of the best things a company can do is to implement a wellness program that encourages employees to prevent the most expensive illnesses such as heart disease, diabetes, and obesity.

The City of Rocky Mount's "LiveWell" wellness program has helped provide employees with the tools necessary to be proactive about their health and live a healthier lifestyle.

The "LiveWell" wellness program consists of annual biometric screenings, HealthMapRx onsite disease management programs for cardiovascular, diabetes and behavioral health offered by PPCN, incentives for participating and meeting healthy standards, online webpage/phone app with FitThumb, newsletters, challenges, lunch and learns, and connecting with the city's Facebook closed group.

The City has witnessed an exceptional workforce participation rate of 85% in the wellness program each year.

Success is in the numbers:

In 2013, the City of Rocky Mount had a population that was significantly at risk. Biometric screenings were implemented to measure the waist circumference, blood pressure, total cholesterol, and A1C of City of Rocky Mount employees. Adding incentives, accountability measures, and onsite disease management over the next several years, the health of the population has significantly improved. The numbers tell the story and success of the program at the City of Rocky Mount.

	2013	2014	2015	2016	2017	2018	2019	2020	Standards
Waist Circumference	47%	45%	37%	34%	33%	29%	30%	29%	>40in. (M) >35in.(F)
Blood Pressure	23%	22%	18%	9%	8%	10%	8%	11%	>140/90
Total Cholesterol/HDL	28%	28%	28%	18%	17%	17%	7%	11%	>5.0
A1C	29%	32%	23%	26%	13%	17%	21%	21%	>8.0

→ IMPROVEMENT!!

HealthMapRx

The HealthMapRx program success is attributed to bringing incentives, relationships, education, empowerment, and accountability to employees where they are. The City of Rocky Mount employees who are engaged in the diabetes case management program are positively impacting their health and meeting the recommended clinical standards as compared to HEDIS measures.

Clinical Goals	Rocky Mount (n=93)	Industry Standard (2019 HEDIS)*	PPCN (n=1099)
Blood Pressure (<140/90)	82.7%	51.3%	82.8%
Cholesterol (LDL < 100)	76.1%		65.0%
Blood Glucose (A1C < 7%)	47.3%	34.9%	49.0%
Blood Glucose (A1C < 8%)	75.2%	48.9%	74.1%
Blood Glucose (A1C > 9%)	10.8%	40.1%	12.3%
Lipid Panel (past year)	97.8%		85.2%
A1C (past 6-months)	77.4%		73.8%
A1C (past year)	98.9%	90.0%	95.4%

*https://www.ncqa.org/report-cards/health-plans/state-of-health-care-quality-report/

Moving Forward

The pandemic has caused a sense of isolation, fear & uncertainty in general that still exist to this day, all of which has the potential to impact physical, financial, and mental health. In these unprecedented times, maintaining a wellness program is essential to any employee population. Providing an online wellness portal has allowed the City's employees to connect with each other through blogs, challenges, and classes. Monthly themes focusing on nutrition, exercise, finances, mental health, and specific health topics serves as reminders to care for oneself.



"The City of Rocky Mount's wellness program is inspiring, challenging, and fun! It helps me be more mindful of healthy choices and tracking my efforts to make sure I stay on track."
– Wendy Gupton,
LiveWell" Participant

The City was able to successfully conduct their annual biometric screenings under strict COVID protocols. This gave employees a glimpse into their physical health and helped continue their financial wellness incentives by completing their health coaching appointments virtually. An emphasis has been placed on enhancing the City's Employee Assistance Program services as well. The City have seen an uptick in participation and interest from their employees in all areas of wellness.

With continued focus on incentives, empowerment, and accountability, the City of Rocky Mount is poised to serve as a model for cities to improve the lives of their employees, their families, and their communities.

Authors of the Blog:

Kena Cofield Jones is the Director of Human Resources where she directs all facets of Human Resources to include talent management, classification & compensation, employee benefits, health, safety and wellness, etc. for the City of Rocky Mount, NC.

Elisa Pearson is the Wellness Coordinator and is responsible for managing the "LiveWell" Wellness Program that encompasses innovation & creativity, and encourages the City of Rocky Mount's employee to live their best life at work and away from work.

Article posted on June 22, 2021 on the NLC CitiesSpeaks Blog https://www.nlc.org/article/2021/06/22/improving-employee-health-wellbeing-how-theyre-doing-it-in-rocky-mount-nc/

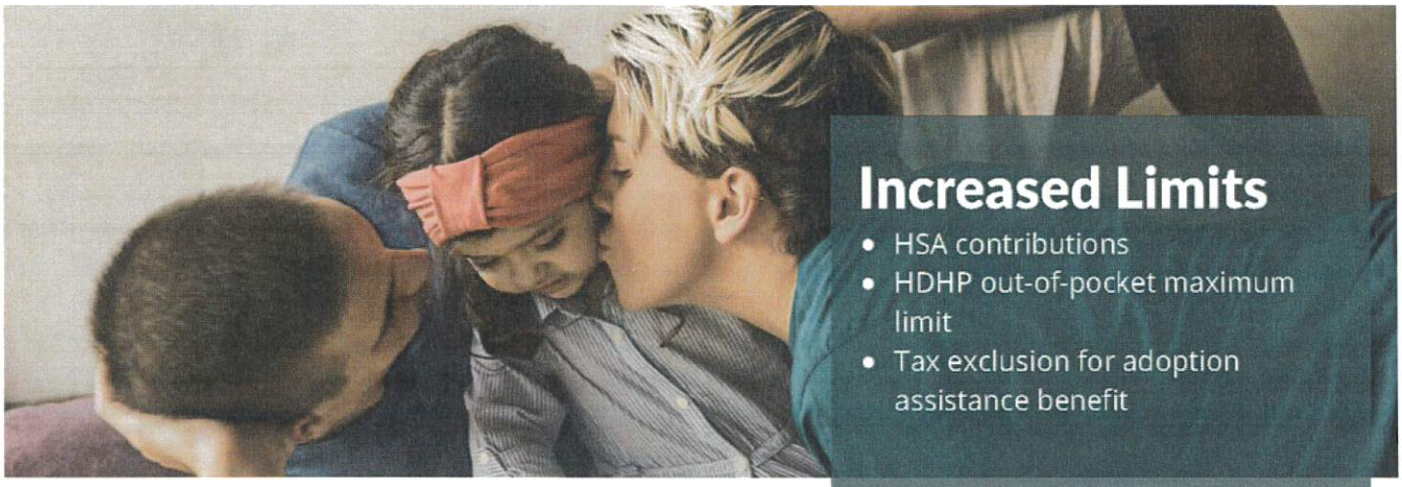
Powered by: Mark III Employee Benefits



APPENDIX C:
Sample Compliance

COMPLIANCE OVERVIEW

Provided to you by Mark III Employee Benefits



Increased Limits

- HSA contributions
- HDHP out-of-pocket maximum limit
- Tax exclusion for adoption assistance benefit

Employee Benefit Plan Limits for 2021

Many employee benefits are subject to annual dollar limits that are periodically updated for inflation by the IRS. The following commonly offered employee benefits are subject to these limits:

- High deductible health plans (HDHPs) and health savings accounts (HSAs);
- Health flexible spending accounts (FSAs);
- 401(k) plans; and
- Transportation fringe benefit plans.

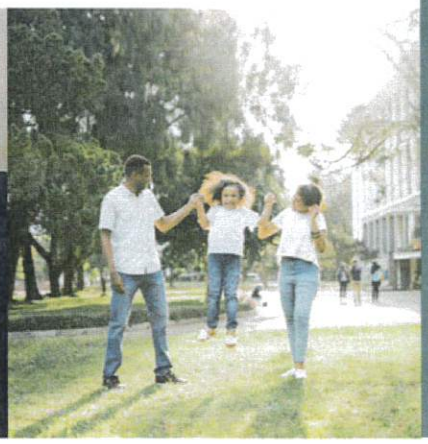
The IRS typically announces the dollar limits that will apply for the next calendar year well in advance of the beginning of that year. This gives employers time to update their plan designs and make sure their plan administration will be consistent with the new limits.

This Compliance Overview includes a chart of the inflation-adjusted limits for 2021. Although some of the limits will increase, most of the limits remain the same for 2021.

Unchanged Limits

- Tax exclusion for dependent care FSA benefits
- Catch-up contributions to an HSA
- HDHP minimum deductible
- Health FSA limit for employee pre-tax contributions
- Health FSA carryover limit
- Monthly limits for transportation fringe benefit plans
- Employees' elective deferrals to 401(k) plans, pre-tax and Roth
- Catch-up contributions to a 401(k) plan





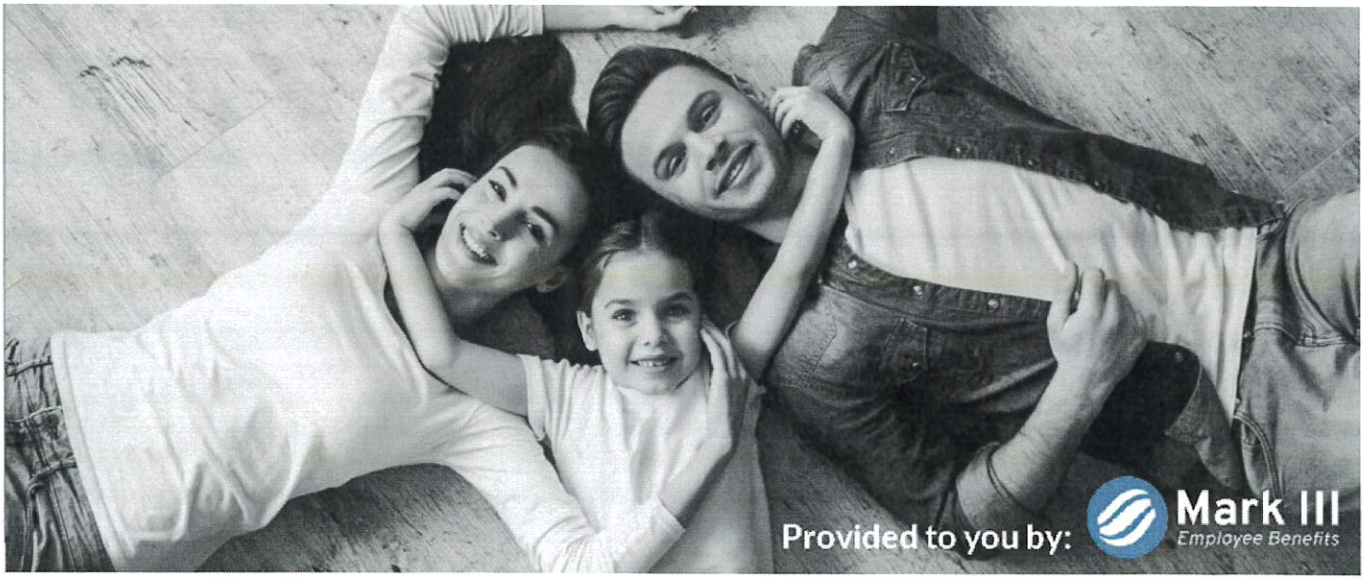
Links & Resources

- **Revenue Procedure 2020-32**: 2021 limits for HSAs and HDHPs
- **IRS Notice 2020-79**: 2021 limits for retirement plans
- **Revenue Procedure 2020-45**: 2021 limits for health FSAs, adoption assistance, and transportation fringe benefits

COMPLIANCE OVERVIEW

Limit	2020	2021	Change
HSA Contribution Limit			
Self-only	$3,550	$3,600	**Up $50**
Family	$7,100	$7,200	**Up $100**
Catch-up contributions*	$1,000	$1,000	No change
HDHP Minimum Deductible			
Self-only	$1,400	$1,400	No change
Family	$2,800	$2,800	No change
HDHP Out-of-Pocket Maximum			
Self-only	$6,900	$7,000	**Up $100**
Family	$13,800	$14,000	**Up $200**
Health FSA			
Limit on employees' pre-tax contributions	$2,750	$2,750	No change
Carryover limit	$550	$550	No change
Dependent Care FSA*			
Tax exclusion	$5,000 ($2,500 if married and filing taxes separately)	$5,000 ($2,500 if married and filing taxes separately)	No change
Transportation Fringe Benefits (Monthly Limits)			
Transit pass and vanpooling (combined)	$270	$270	No change
Parking	$270	$270	No change
401(k) Contributions			
Employee elective deferrals	$19,500	$19,500	No change
Catch-up contributions	$6,500	$6,500	No change
Adoption Assistance Benefits			
Tax exclusion	$14,300	$14,440	**Up $140**

**Not subject to annual adjustment for inflation*



ACACOMPLIANCE BULLETIN

New SBC Template will be Required for 2021

Provided to you by Mark III Employee Benefits



Overview

On Nov. 8, 2019, the Departments of Labor (DOL) and Health and Human Services (HHS) issued an updated template and related materials for the summary of benefits and coverage (SBC). These materials are required to be used for plan years beginning on or after Jan. 1, 2021. This means that the updated template must be used for the 2021 plan year's open enrollment period.

The SBC is a concise document providing simple and consistent information about health plan benefits and coverage. It is intended to help consumers better understand their coverage and to make it easy to compare different options when shopping for new coverage.

Action Steps

Employers should prepare to use the new SBC template and related materials for the 2021 plan year. Prior to the beginning of the 2021 plan year:

- Self-funded plan sponsors should ensure that they are using the new template.
- Employers with insured plans should make sure the carrier is providing the correct version of the template.

HIGHLIGHTS

- The SBC is a concise document providing information about health coverage and costs.
- The SBC requirement applies to group health plans and health insurance issuers.
- The updated template and related materials must be used for plan years beginning on or after January 1, 2021.

IMPORTANT DATES

November 8, 2019
Revised SBC template and related materials were released.

January 1, 2021
Revised template and materials must be used for plan years beginning on or after this date.



Background

The Affordable Care Act (ACA) requires both grandfathered and non-grandfathered health plans and health insurance issuers to provide an SBC to applicants and enrollees, free of charge. The SBC must be produced in accordance with the applicable template. Form language and formatting must be precisely reproduced, unless instructions allow or instruct otherwise. Unless otherwise instructed, the plan or issuer must use 12-point font (as required by federal law), and must replicate all symbols, formatting, bolding and shading.

The DOL and HHS issued the updated SBC template and related materials on Nov. 8, 2019. Plans must start using the new template beginning on the first day of the first open enrollment period for any plan years (or, in the individual market, policy years) that begin on or after Jan. 1, 2021, with respect to coverage for plan or policy years beginning on or after that date.

Overview of the Updated Materials

The updated materials include the following:

- SBC Template
- Uniform Glossary
  - (1) List of anchors for SBC Uniform Glossary terms on www.HealthCare.gov/sbc-glossary/
- Sample Completed SBC
  - (1) AI/AN Zero Cost Sharing
  - (2) AI/AN Limited Cost Sharing
- Instructions for Completing the SBC:
  - (1) Group Health Plan Coverage
  - (2) Individual Health Insurance Coverage
- 'Why This Matters' language for SBC:
  - (1) "Yes" Answers
  - (2) "No" Answers
- Guide for Coverage Examples Calculations:
  - (1) Maternity Scenario—Calculator and Narrative
  - (2) Diabetes Scenario—Calculator and Narrative
  - (3) Simple Foot Fracture Scenario—Calculator and Narrative
- Coverage Examples Calculator (Oct. 2019 revision, for use on and after Jan. 1, 2021):
  - (1) Instructions
  - (2) Crosswalk of Changes (describes updates made to the Oct. 2019 version of the Coverage Examples Calculator)

Frequently Asked Questions

On Feb. 3, 2020, HHS issued the following frequently asked questions (FAQs) on the updated SBC template and related materials.

Q1. What is the intended implementation date for SBCs using the new template and associated documents?
Group health plans and health insurance issuers of individual and group market coverage will be required to use the 2021 SBC, 2021 Instructions, 2021 Guide and Narratives and, should they choose to use the Calculator, the 2021 Calculator, beginning on the first day of the first open enrollment period for any plan years (or, in the individual market, policy years) that begin on or after Jan. 1, 2021, with respect to coverage for plan or policy years beginning on or after that date.

Q2. Are plans and issuers required to use the updated Calculator?
No. Use of the Calculator is not required. The Calculator was developed by HHS, in consultation with the Departments of Labor and the Treasury, for group health plans and health insurance issuers to use as a tool to generate the estimated out-of-pocket costs that a consumer can expect to pay under the plan or coverage for three hypothetical medical scenarios: maternity care, type II diabetes, and a simple foot fracture.

This ACA Compliance Bulletin is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.

Plans and issuers may create their own calculator using the Guide and Narratives provided by HHS, or modify the logic of the Calculator to provide their own method of calculating estimated out-of-pocket-costs for the coverage examples, which may be more accurate based on their particular plan or policy design. The Calculator makes several assumptions that may not be accurate for all plan or policy designs. ACA Implementation FAQs Part IX, Q9, announced a Calculator provided by HHS for the completion of the coverage examples, along with a safe harbor for plans and issuers that use the Calculator for the first year of applicability for the SBC requirements.

ACA Implementation FAQs Part XIX, Q8, stated that this safe harbor will continue to be in effect until further guidance is issued. To date, no such further guidance on the Calculator has been issued. Therefore, plans and issuers may continue to use the Calculator, even where it would be possible to develop a more accurate method for generating coverage examples, including applicable cost sharing, for the benefit design for which the plan or issuer is creating an SBC.

More Information

For more information on the updated SBC template and related materials—such as the instructions for completing the SBC—see the DOL or HHS websites.

This ACA Compliance Bulletin is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel for legal advice.





Request for Proposal:

RFP #23-03

Employee Benefits Consulting and Brokerage Services

Prepared for:

City of Fernandina Beach

Employee Benefits Services Group

J. Brad Hoard, Managing Partner

jbhoard@usebsg.com | (850) 339-2283

8833 Perimeter Park Blvd., Ste. 802, Jacksonville, FL 32216

March 21, 2023

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Tab 1 | Cover Letter and Forms

- Cover Letter
- City Exhibits A–I
- Addendum No. 1 Signed
- Applicable Licenses/Certifications
    - John Brad Hoard Producer License
    - John Brad Hoard Agency License
    - EBCI USRBP Certificate Request Form
    - Certification of Liability

Cover Letter

Dear City of Fernandina Beach Insurance Evaluation Committee,

Thank you for the opportunity to bid on the RFP#23-03 for Employee Benefits Consulting and Brokerage Services for the City of Fernandina Beach. U.S. Retirement & Benefits Partners (USRBP), which includes our benefits division U.S. Employee Benefits Services Group (USEBSG), was founded by an experienced group of retirement and benefits industry professionals who brought together top-tier independent benefit and retirement firms into a single national resource. We make available to our clients a broad array of services and tools to help them better manage their benefit programs and reduce administrative costs.

Employee Benefits Consultants Inc., a wholly owned subsidiary of US Retirement Partners, has been providing insurance solutions since 1998, joining the USEBSG organization in 2013. The unique combination of a local presence combined with the national strength of USRBP allows our team to deliver the highest level of services within the communities we serve while leveraging the industry's best practices. USEBSG works diligently with municipalities like The City of Fernandina Beach to deliver the most competitive solutions without sacrificing the personal service our clients expect.

Why Should COFB choose USEBSG and team for Agent and Agency Services?

USEBSG is a leading independent national financial services firm specializing in public school, governmental, corporate, and non-profit employee benefits plans and employer-sponsored retirement plans.

The USEBSG commitment is simple. Through an unparalleled wealth of knowledge, extensive experience and robust technology resources, we ensure our clients receive both value and satisfaction from their benefits and retirement programs and our administration and communication processes.

We proudly provide a premium, yet personal level of service to our clients, with proven results based on years of client success and a 99% retention rate. Through a wide range of bundled or unbundled options, SingleSource/MultiOption delivery and industry leading platforms, we listen to you and create a benefits package tailored to your needs.



Core Benefits

We master every aspect of designing customized programs to provide the core benefits, administration, and consulting services that work for both employees and employers. We focus on cost efficiency, convenience and flexibility, while maintaining a client first approach to benefits recommendations

Enrollment

Through our secure, full-featured benefits administration platforms, we provide a total ecosystem for managing employee benefits. Our systems are flexible, allowing us to work with a wide range of insurance providers and payroll systems, as well as bilingual, to accommodate both English and Spanish-speaking users.

HRE Compliance & Technology

We have years of extensive compliance consulting and oversight experience that helps keep our clients up to date with the intricacies and changing mandates of the Affordable Care Act. With our state-of-the-art compliance technology, we help ensure that you adhere to regulatory best practices and remain penalty free.

Strategic Planning

A strategic benefit plan is a three-to-five-year plan that outlines goals, strategies and action plans in regard to your employee benefits program. This approach is a methodical long-term approach to benefit planning, as opposed to making decisions year to year and will provide a thought-out road map for your future benefits.

Retaining employees throughout these rocky economic times is vital so that your company remains competitive and positioned favorably in its industry when the economy rebounds. Employees will also see the benefit from a strategic benefit plan in many ways. First, by finding ways to cut and contain costs for the company, the employee will likely reap some of the savings as well. In addition, this type of plan will provide assurance for employees worried about their benefits. Next to job security, employees worry most about their benefits and compensation, namely that they could be reduced or cut at any time. Studies have shown that workplace morale is strongly linked to the quality of employee benefits, so reassuring employees that their benefits will continue is a beneficial move for companies. The strategic benefits plan can include an employee communication initiative, which will keep employees informed and assured on the future status of their benefits package.

US Employee Benefits and Services group works with municipalities like City of Flagler Beach to provide core benefit programs that are strategic and personalized. We are committed to going above and beyond industry standards to support our clients.

Sincerely,

Brad Hoard, Managing Partner | jbhoard@usebsg.com | (850) 339-2283

8833 Perimeter Park Blvd., Ste. 802, Jacksonville, FL 32216

To view Brad's full bio, refer to Tab 3, Question 1.

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "A"

CONTACT SHEET

Name: Employee Benefits Consultants Inc. / Us Employee Benefits Services Group

Federal Taxpayer ID: 59-3484703

Mailing Address: P O Box 13566

City, State, & Zip Code: Tallahassee, Florida 32317

Telephone: 850-906-9099 **Fax:** 904-438-3259

Email: jbhoard@usebsg.com

Submitted By: John Bradley Hoard

Title: Managing Partner

Accounting Contact:

Name: Mary Callahan **Title:** Account Manager

Email Address: mcallahan@usebsg.com **Phone:** 904-296-6500

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND 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 City of Fernandina Beach Bid # 23-03.

2. This sworn statement is submitted by (entity) EBCI/USEBSG whose business address is 2016 Delta Blvd Tallahassee Fl 32303 and (if applicable) Federal Employer Identification Number (FEIN) is 59-348-703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is John B Hoard and my relationship to the entity named above is Managing Partner.

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 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

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

X ____ 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.)

X ____ 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.)

X ____ 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.)

03/17/2023

Signature Date:

STATE OF FLORIDA
COUNTY OF Leon

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 17th day of March, 2023, and is personally known to me, or has provided FL drivers license as identification.

TIARA SHANISE SALEM NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires December 29, 2024 No. HH 75925

Notary Public
My Commission expires: 12/29/2024

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Employee Benefits Consultants Inc. / Us Employee Benefits Services Group

CITY: Tallahassee STATE: Fl ZIP CODE: 32303

SIGNATURE: _____ PHONE: 850-906-9099

NAME (TYPED OR PRINTED): John B Hoard TITLE: Managing Partner

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-03

Project Description: Employee Benefits Consulting Brokerage Services

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Employee Benefits Consultants Inc. / Us Employee Benefits Services Group

Authorized Signature:

Title: Managing Partner

Date: 03/17/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: John B Hoard Title: Managing Partner

Signature: _____ Date: 03/17/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach RFP 23-03.

This sworn statement is submitted by (entity) EBCI / USEBSG whose business address is 2016 Delta Blvd Tallahassee Fl 32303 and (if applicable) Federal Employer Identification Number (FEIN) is 59-348703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John B Hoard and my relationship to the entity named above is Managing Partner.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

_____ 03/17/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Leon

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 17th day of March, 2023, and is personally known to me, or has provided FL drivers license as identification.

_____ My Commission expires: 12/29/2024
Notary Signature

T'ARA SHANISE SALEM NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires December 29, 2024 No. HH 75925

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH FLORIDA
RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach RFP 23-03.

This sworn statement is submitted by (entity) EBCI / USEBSG whose business address is 2016 Delta Blvd Tallahassee Fl 32303 and (if applicable) Federal Employer Identification Number (FEIN) is 59-3484703 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is John B Hoard and my relationship to the entity named above is Managing Partner.

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

3-17-23
Signature Date:

STATE OF FLORIDA
COUNTY OF Leon

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 17th day of March, 2023, and is personally known to me, ~~or has~~ provided FL drivers license as identification.

My Commission expires: 12/29/2024
Notary Signature

TIARA SHANISE SALEM NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires December 29, 2024 No. HH 75925

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES___ NO X

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

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

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

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

Employee Benefits Consultants Inc / Us Employee Benefits Services Group	03/17/2023
Firm	Date
Authorized Signature	John B Hoard, Managing Partner Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-03
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

1. Do you currently have a benefits consultant/broker? If so, who?
   Joshua Jolley, CEBS
   Gallagher Company
   501 Riverside Ave, Ste 1000
   Jacksonville, FL 32202
   904-548-2302

2. What is your current contract fee amount for all lines of coverage? Current fees are commission based. Life Insurance is 1x annual earnings to $150k; and AD&D. Currently Mutual of Omaha. The agent is L.B. Bryan Company. The annual premium is $47,854.00.

3. Please provide commission percentages as well as annual premium by line of coverage.
   Current Premiums: Medical $2,909,583; Dental $96,115; Vision $76,404
   Current Percentages: Medical 3.09%; Dental 3%; Vision 10%

4. What value added services does the current broker offer at no cost to the City? (i.e. Ben Admin platform, COBRA admin, etc.) Employee Navigator is offered by the current broker of record at no additional charge.

5. Please confirm the City is fully insured. The City is Fully Insured for all lines of coverage.

6. Is the City considering transitioning to a self-funded program? The City is not considering a change to self-funded at this time. The City evaluates this on a year-to-year basis.

7. Doe the City pay a fee for the enrollment technology or does current Agent of Record cover the cost associated with Employee Navigator? Agent of Record covers the cost

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

JOHN BRADLEY HOARD

License Number : A120233

Resident Insurance License	Issue Date
• 0214 - LIFE INCL VARIABLE ANNUITY	09/24/1994
• 0218 - LIFE & HEALTH	06/10/1995
• 0216 - LIFE	09/24/1994
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	06/10/1995

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jeff Atwater
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES



Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jeff Atwater
Chief Financial Officer
State of Florida

JEFF ATWATER, CHIEF FINANCIAL OFFICER
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Licensee Details

10/13/2016

Demographic Information

Name of Licensee: EMPLOYEE BENEFITS CONSULTANTS, INC.
License #: L086232
Business Location: TALLAHASSEE,FL
Agent In Charge Name : JOHN HOARD
Agent In Charge License Number: A120233

Types and Classes of Valid Licenses

Type	Original Issue Date	Qualifying Appointment
AGENCY LICENSE(2105)	11/7/2013	Appointments are not required for insurance agencies

Types and Classes of Active Appointments

(n/a)

2011 © Florida Department of Financial Services

MARSH

Certificate Request Form

Date Requested: 3/8/2023 Date Required: RUSH 3/8/20

Requested By: Erica ScottodiRosano E-mail: escottodirosano@usrb Phone: 717-273-3928

Please note all items below must be completed for each certificate requested. If you have received insurance requirements forward those with the completed request form to Jason.Granet@Marsh.com with a copy to Margaret.Chalmers@Marsh.com

Insured Name and Address	Certificate Holder Name and Address
Employee Benefits Consultants, Inc. / USEBSG 2016 Delta Avenue, Suite 202 Tallahasse, FL 32303	Employee Benefits Consultants, Inc. / USEBSG 2016 Delta Avenue, Suite 202 Tallahasse, FL 32303

Required?	Coverage to Evidence	Required Limit (leave blank to evidence full policy limits)
	Property	
	General Liability	
	Auto Liability	
	Workers' Compensation	
	Umbrella	
	Cyber	
Y	Professional Liability	
	Crime	
	Directors & Officers	
	Other:	

Certificate Holder Relationship: (X) Client (__) Landlord (__) Lender (__) Other: Please Provide

Special Instructions/Requirements: Please include the GL Additional Insured Endorsement &

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/08/2023

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

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

PRODUCER MARSH USA INC. 445 South Street Morristown, NJ 07960-6454 CN108524018-USRET-GUPf-22-23	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Employee Benefits Consultants, Inc. / USEBSG 2016 Delta Avenue, Suite 202 Tallahassee, FL 32303	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** N/A — N/A **INSURER B :** Endurance American Insurance Company — 10641 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011569633-01 **REVISION NUMBER:** 6

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability			3598-78-43	09/01/2022	09/01/2023	LIMIT:	5,000,000
							SIR	500,000

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

CERTIFICATE HOLDER

Employee Benefits Consultants, Inc.
/USEBSG
2016 Delta Avenue, Suite 202
Tallahasse, FL 32303

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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Tab 2 | Project Scope of Work

- General Services
- Technical Services
- Request for Proposal Services

Attachments:

- Employee Navigator Flyer

Project Scope of Work

The successful BROKER/CONSULTANT shall be able to perform or provide the following services. These services shall include but not be limited to:

U.S. Employee Benefits Services Group agrees to all conditions outlined below. We have provided additional information where beneficial.

General Services

1. **Provide dedicated personnel to be the main contact for managing account relationship. The contact will be readily accessible to City Human Resources personnel.**

   The following personnel will be dedicated to The City of Fernandina Beach's account and will be accessible by The City's Human Resources staff. For additional information on each contact, including bios and resumes, please refer to Tab 3 of this proposal.

   - **J. Brad Hoard, Managing Partner**
     jbhoard@usebsg.com | (850) 339-2283
   - **Mary Callahan, Account Executive**
     mcallahan@usebsg.com | (904) 438-3259
   - **Angie Childers, Client Services Representative**
     achilders@usebsg.com | (850) 906-9099

A response to statements 2–12 is provided on page 2.

2. **Provide general and technical guidance on employee benefit issues to include market analysis, trends, contract and statute interpretation and cost containment methods.**
3. **Assist in the development and review of communication materials written by the City's benefit administrators and other participating organizations for content, appearance, compliance and accuracy.**
4. **Assist the City on a regular basis and in a timely manner to provide information, analysis and guidance on any and all aspects of City benefit program policy and administration.**
5. **Provide a qualified representative to attend meetings with City staff, Management Team, and employees as requested or needed.**

6. **Review all plan documents for accuracy and compliance with appropriate laws and regulations, appropriateness of items to be included in a Section 125 Plan and review of annual required filings.**
7. **Advise and assist the City in negotiating renewal rates and plan provisions.**
8. **Assist the City in annual enrollment meetings or health fairs as needed.**
9. **Respondents are required to be HIPAA compliant.**
10. **Apprise the City of current issues in the areas of benefits law and administration.**
11. **Act as liaison with insurance/contract issues.**
12. **Presentations to elected officials as needed.**

The following are in response to statements 2-12:

U.S. Employee Benefits Services Group Services Outline

Strategic Benefits Planning: assist in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of the City of Fernandina Beach.

- Develop an understanding of clients' financial and human resource objectives.
- Routinely evaluate plan design, structure, and alternatives for all plans, ensuring that benefit designs are consistent with the benchmarks and targets set forth in the strategic benefit planning process.
- Provide recommendations regarding carrier and plan selection, rate development, and plan design consulting with the City of Fernandina Beach members.
- Leverage benchmarking and trends studies to inform multi-year benefits strategy.

Meetings with Client and Vendors: services will include attendance at and facilitation of regular meetings with the City of Fernandina Beach and vendors as needed to facilitate program management.

- Meet with the City of Fernandina Beach to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within the City of Fernandina Beach.
- Attend in-person meetings upon request.
- Provide pre-renewal meetings to set strategies for upcoming renewals and provide financial forecasts.

- Meet annually to review prepared cost analysis and market survey; recommend plan design changes consistent with objectives.
- Provide educational webinars to the City of Fernandina Beach and district employees upon request.

Compliance: support the City of Fernandina Beach in remaining in compliance, including providing informational materials on legislative developments impacting employee benefit plans.

- Review all Plan Documents and Contracts.
- Consult with the City of Fernandina Beach on all benefit regulatory compliance issues.
- Assist in the preparation of materials (e.g., annual notices and plan documents) to meet requirements.

Carrier and Vendor Management: serve as a liaison with carriers and vendors.

- Serve as a liaison with carriers and vendors when service problems occur.
- Initiate carrier contract documents with selected carriers.
- Hold carrier and vendor partners accountable for meeting quality and service expectations.
- Provide Section 125 administration and support services.

Finance, Underwriting, and Actuarial Services: engage internal and external partners to conduct thorough financial and actuarial review of benefit plans and advise on design & cost-containment strategy. *Additional rates may apply when engaging external vendor for actuarial services that are not within scope.*

- Conduct thorough claims & plan performance analysis, monthly utilization reports, statistical analysis, and claims reserve studies.
- Identify and analyze trends affecting benefit costs.
- Provide pre-renewal forecasting.
- Develop rate structure review & recommendation and broader cost-containment strategy.
- Advise and counsel regarding program funding alternatives, recommend budget rates, employee contribution rates and monitor program costs against expectations.

Renewal & Requests for Proposal (RFPs): lead the renewal and RFP process, ensuring best outcomes for the City of Fernandina Beach and plan members.

- Develop RFPs and solicit benefits proposals.
- Aggressively negotiate and analyze carrier renewals to meet objectives.
- Analyze responses, negotiate with carriers/vendors to obtain best outcomes.

Voluntary Benefits: provide consulting on employee-paid coverage opportunities based on current benefits portfolio and lead implementation efforts.

- Procurement and implementation of voluntary benefits (Accident, Critical Illness, Hospital Indemnity, Universal Life, Life Insurance with Long-Term Care Rider, etc.)
- Education on the value and importance of Voluntary Benefits through communication campaigns and educational videos.

Technology: provide leading technology solutions and implementation support to simplify and elevate the administration of your benefits.

- Employee-facing website that includes benefits plan details, documents, and links to carrier/enrollment sites.
- Demo, review, and implementation of USRBP's proprietary enrollment platform, Employee Navigator.
- Access to The Employer Dashboard (access to benefits data across all lines of businesses and USRBP services).

Communications, Education, and Employee Support: help employees become educated consumers of health care and be knowledgeable and aware of the value of their benefit offerings.

- Development of employee communication materials and resources (including open enrollment newsletters, benefits guides, benefits websites, and monthly education pieces).
- Provide surveys and benchmarking data as needed to support City of Fernandina Beach goals.
- Provide education to the City of Fernandina Beach employees during open enrollment meetings.
- Year-round bi-lingual call center support to educate employees on their benefits plans and guide employees through their enrollment experience.

Day-to-Day Administrative Support: aid in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by employees and management.

- Support member claims advocacy & other administrative activities as needed.
- City of Fernandina Beach will have dedicated personnel office and cell phone to provide prompt and above expectations for services.

Technical Services

U.S. Employee Benefits Services Group agrees to all conditions outlined below. We have provided additional information where beneficial.

1. **Health Plan Comparison/Utilization Analysis** – The BROKER/CONSULTANT is expected to work with the City in securing and analyzing financial and claims data from each of the carriers on a quarterly basis, and/or as requested by the City in order to monitor City benefit plans. Once analyzed, the BROKER/CONSULTANT is expected to provide a summary explanation of the data emphasizing any important trends, emerging problems, etc. It is preferred that the BROKER/CONSULTANT have in-house utilization analysis of all City medical relationships, including managed-care alternatives.

2. **Compliance** – The BROKER/CONSULTANT will advise the City on any federally mandated compliance requirements relevant to City plans and providing guidance, when requested, in developing compliance strategies.

3. **Actuarial Report Services** – The BROKER/CONSULTANT will assist in the preparation of materials required for an annual actuarial review of the City's Health Benefit program. This currently entails the City's annual actuarial filing pursuant to FS112.08 and GASB 75 OPEB valuation.

4. **Section 125 Plan** – The BROKER/CONSULTANT will participate in the review of all plan documents for accuracy and compliance with appropriate laws and regulations, and appropriateness of items to be included in the plan. This includes a review of IRS Form 5500 annually submitted by the City for accuracy and compliance.

5. **Wellness/Disease Management Programs** - The BROKER/CONSULTANT will assist the City in evaluation, implementing and measuring the effectiveness of wellness and disease management programs.

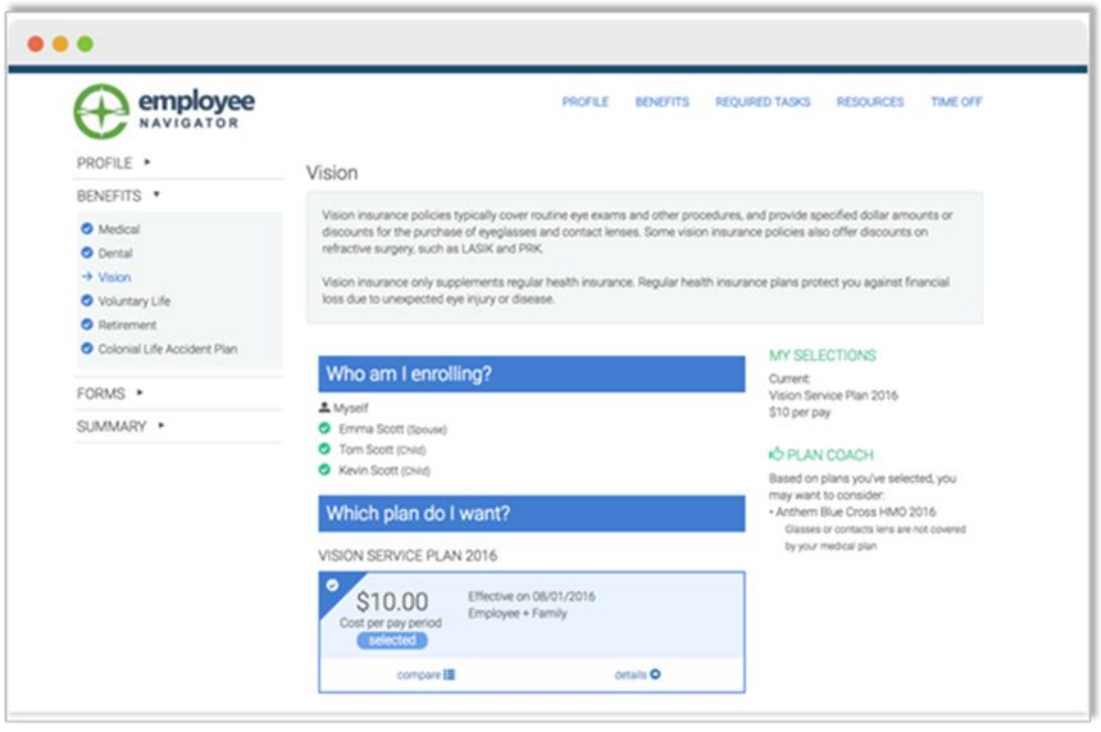
6. **Litigation** – On rare occasions, the City may be involved in litigation arising from requests for proposals, contracting, or employee grievances. If such a situation should occur, the

BROKER/CONSULTANT may be expected to assist the City in providing necessary materials and testify if needed.

7. **Automated benefits administration and enrollment services and programs.** The BROKER/CONSULTANT shall provide secure, automated benefits administration and enrollment services.

USEBSG & Employee Navigator

Our benefits administration and enrollment platform is **Employee Navigator**, an all-in-one BenAdmin solution that integrates products, services, and administration into one user-friendly system. The simple HR and employee self-service portals are available 24/7/365 and allow users to easily enroll, renew, and manage their employee benefits on any device with ease of navigation.



In addition to getting new hires enrolled quickly, HR managers can:

- Review coverage status for all employees
- Monitor employee enrollment status and deadlines
- Manage contribution levels
- Store, review, and acknowledge important plan documents
- Customize system reports



Employee Navigator is more than just a benefits administration and enrollment platform. It seamlessly integrates with your insurance carriers and other HR partners such as Payroll and COBRA administration.

Compliance is made easy with COBRA automation. One system allows for updates of employee status, direct communication of notices, and data transmissions to TPAs. All certifications and regulations are maintained to provide fully secure services.

Another valuable feature of Employee Navigator is its ACA Reporting, which includes:

- **Eligibility Tracking for Hourly Employees**
    - Set-up stability and administrative periods
    - Easily track hours during measurement periods
    - Quickly identify eligible employees
    - Simple import of hours
- **Tool for 1094/1095 Reporting**
    - Track and categorize your employees
    - Import health plan enrollment data
    - Calculate affordability & monthly FTE
    - Generate and send 1094-C & 1095-C reports

It also includes an interactive guide to help navigate the process step-by-step, ALE & Affordability calculators, eligibility reports, simple management for variable hour employees, and full pre-transmission audit.

The fully secure platform has completed a SOC2 Type II + HITRUST audit.

For more information on Employee Navigator, refer to the informational flyer included at the end of Tab 2.

Request for Proposal Services

U.S. Employee Benefits Services Group agrees to all conditions outlined below.

1. **Develop RFP's for various City Benefits programs.**
    a. In conjunction with the Human Resources department, prepare Requests for Proposals in compliance with the City's purchasing requirements, exploring all feasible plan designs, for employee benefit programs as needed.
    b. Develop evaluation criteria.
    c. Address any questions from vendors in the RFP process.
    d. Be present and participate in oral interviews as needed.
    e. Prepare a report analyzing the proposals using the evaluation criteria.
    f. If requested, prepare recommendations and defense of said recommendations.
2. **Appeals – Prepare response to any administrative RFP appeals.**
    a. Assist City Attorney in preparation of defense in the event litigation should result from the RFP process.
    b. Testify in court at the request of the City attorney if litigation should result from the RFP process.
3. **Contracts**
    a. Assist with the development of contracts with vendors.
    b. Work with the City attorney to ensure contract legality.
    c. Conduct negotiations of benefits; plan design, premiums rates and performance guarantees.
4. **Implementation**
    a. Serve as an intermediary (ombudsman) between the vendors and City during the implementation of new programs.
    b. Prepare rate-deduction spreadsheets.
    c. Review new program announcement material for content, appearance, compliance and accuracy.

5. **Ongoing Contract Services – It is expected that the BROKER/CONSULTANT will:**

   a. Participate in negotiations with vendors on proposed rates and benefits changes to existing contracts.

   b. Audit existing contracts on an annual basis for satisfactory performance and contract compliance.

   c. Provide quarterly written analysis of the medical plan's claims experience.

   d. Periodically provide market analysis of current renewal actions for similar sized employers in southwest Florida and analysis of quality of services and value provided by various managed care vendors.

A Fully Integrated Benefits Administration Platform

Employee Navigator integrates products, services and administration into one user-friendly system. The platform includes a wide range of partnerships providing access to leading insurance company products and services. Our broad carrier network ensures easy administrative connectivity for the smooth ongoing management of your Plan.

All-in-One Benefits Solution

Employees can quickly be onboarded and enrolled to select benefits plans. They can review, monitor and manage their plan details at any time, on any device with ease of navigation.

Modern Tracking Systems

- **PTO and Vacation** – Employees can request time off, view PTO history and availability, and track holidays in real-time. HR and managers can approve employee requests, review history, customize policies and holidays, and ensure accuracy.
- **Asset Tracking** – One dashboard for accurate and detailed tracking allows employers to manage all assets from procurement to retirement for new and terminated employees.
- **ACA Tracking and Reporting** – Easily setup and track administrative periods, identify eligible employees and generate 1094-C and 1095-C reports, among other tasks.

Compliance Features

Compliance is made easy with COBRA automation. One system allows for updates of employee status, direct communication of notices, and data transmissions to TPAs. All certifications and regulations are maintained to provide fully secure services.

Tab 3 | Individual Qualifications

Attachments:

- Resumes

Individual Requirements

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.**

   Below are the bios and roles of each individual assigned to the City's account. Full resumes have been provided at the end of Tab 3.



J. Brad Hoard, Managing Partner

P: (850) 339-2283 | jbhoard@usebsg.com

Brad Hoard began his insurance career in 1994 as an individual life, health, and disability producer. In 1996 he began focusing on the group insurance market. Since then, Mr. Hoard, has worked diligently on developing innovative solutions for his clients.

Mr. Hoard works directly with his groups in the areas of health insurance consulting, administration and enrollments, and core and voluntary employee benefits. He currently works with cities, counties, and state agencies, as well as private businesses and national associations, with a primary focus in the K-12 market. In doing so, Mr. Hoard has developed a reputation in the north Florida market as a representative that will go above and beyond to provide his clients the best possible employee benefits package, along with unparalleled customer service to the group's employees. Brad graduated from Florida State University.

Brad Hoard will oversee the process and make sure all appropriate resources are in place while managing the support staff.



Mary Callahan, Account Executive

P: (904) 438-3259 | mcallahan@usebsg.com

Mary is an Account Executive with U.S. Employee Benefits Services Group's Tallahassee, FL, office (formerly Employee Benefits Consultants, Inc.) and is based in their Jacksonville, FL, location. Mary brings extensive experience in the employee benefits field and manages the administrative workload on both client and carrier side of workflow processes, including resolution of client inquiries to provide efficiency in support and excellence in service. She implements any changes to client coverage, including COBRA administration, ensuring knowledgeable support to a varied client base.

Mary Callahan will provide oversight for day-to-day administration and enrollment assistance.



Angie Childers, Client Services Representative

P: (850) 906-9099 | achilders@usebsg.com

Angie joined the U.S. Employee Benefits Services Group Tallahassee, FL, office in January 2018. She is a full-time Client Service Representative. In her role she works as a liaison between clients and carriers, assisting employers and employees with their benefits enrollment and administration portal, and submitting enrollments and terminations to the carriers.

Angie Childers will provide assistance for the billing and reconciliation process.

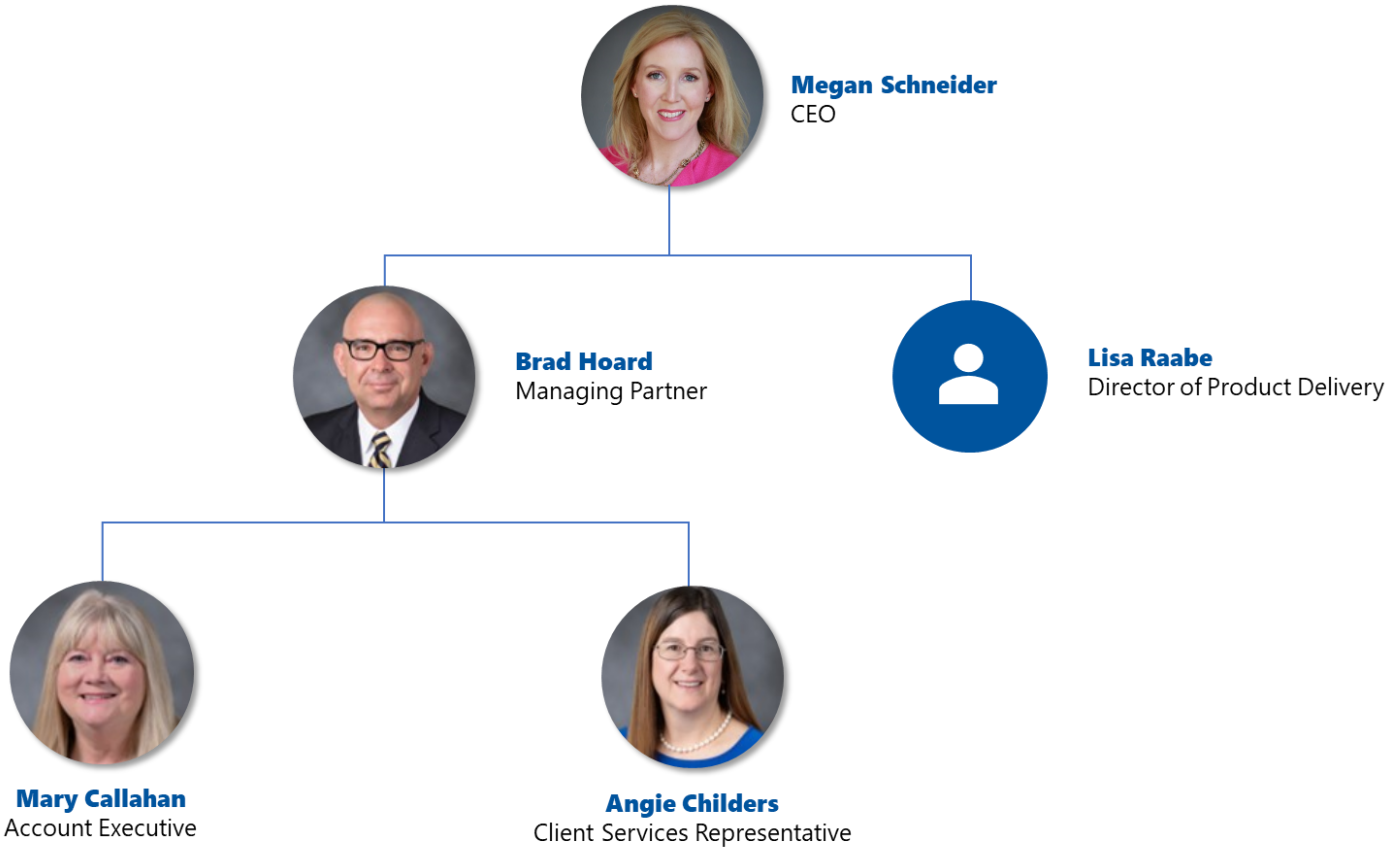
Lisa Raabe, Director of Product Delivery

P: (817) 809-4602 | lraabe@usenrollmentservices.com

Lisa is responsible for overseeing the product delivery team, which handles the implementation process and platform builds of the Employee Navigator system.

Lisa Raabe will be the point of contact for any onboarding implementation issues with Employee Navigator.

Organizational Chart



2. **Provide a profile of the proposed account executive's current assignments. Your submittal should include the number of accounts, their complexity, and some references to time allotments for each.**

Mary Callahan, Account Executive | Client Profile

Mary's current caseload is around 100 accounts for the USEBSG-EBCI Jacksonville and Tallahassee Office. She dedicates her time according to the complexity and urgency of each case. She is a seasoned Account Executive that is very good at multitasking and going above expectations to meet each client's unique needs.

U.S. Employee Benefits Services Group's Roles/Responsibilities by Title

In line with requirements as outlined in the RFP, USEBSG is proud to meet the needs of the City of Fernandina Beach in the following areas.



Carrier & Vendor Management | Brad Hoard

Owner: Managing Partner | Support: Account Manager & Client Service Specialists

Services: serving as a liaison with carriers and vendors when service problems occur, initiating carrier contract documents with selected carriers, holding carrier & vendor partners accountable for meeting quality & service expectations



Communications & Education | Brad Hoard

Owner: Managing Partner **|** Support: Subject Matter Experts, Account Management

Services: development of employee communication materials and resources (including open enrollment newsletters, benefits guides, benefits websites, and monthly education pieces), providing educational webinars to The City of Fernandina Beach employees upon request



Compliance | Brad Hoard, Dr. Kristin Kahle

Owner: Director of Compliance & Benefits Technology **|** Support: Managing Partner

Services: consult with The City of Fernandina Beach on all benefit regulatory compliance issues and assist in the preparation of materials (e.g. annual notices and plan documents) to meet requirements



Consulting & Strategy Development | Brad Hoard

Owner: Managing Partner **|** Support: Subject Matter Experts, Director of Operations and Finance

Services: provide recommendations regarding carrier & plan selection, rate development and plan design consulting with City of Fernandina Beach, annual strategy meeting, benefit trends review, in-person attendance to insurance committee meetings



Employee Support | Mary Callahan

Owner: Account Manager & Client Service Specialists | Support/oversight: Account Executive

Services: provide advice and education to City of Fernandina Beach employees, support with advocacy services



Finance, Underwriting & Actuarial | Brad Hoard

Owner: Managing Partner, Director of Operations and Finance **|** Support: Strategic partnerships (Benecon & Axiom Actuarial), Account Executive, Account Management

Services: ***When available from the carrier***, thorough claims & plan performance analysis, monthly claims utilization reports, statistical analysis and claims reserve studies, rate structure review & recommendation, cost-containment strategy, Special Risk Pool maintenance & recommendation, stop loss claim submissions, funding analysis, PCORI fee filing data



Policies, Procedures & Disclosures | Brad Hoard, Mineral Solutions, Jason Cogdill

Owner: Managing Partner | Support: Director of Compliance & Benefits Technology, Account Management

Services: compensation disclosures, assistance with City of Fernandina Beach policies & procedures upon request

Renewal & Requests for Proposal (RFPs) | Brad Hoard

Owner: Managing Partner **|** Support: Director of Operations and Finance, Account Management

Services: develop RFPs & solicit benefits proposals (Medical, Stop Loss, Dental, Vision, Life & Disability, etc.), analyze responses, negotiate with carriers/vendors to obtain best outcomes

Technology | Brad Hoard, Lisa Raabe

Owner: Managing Partner, Benefits Administration Center of Excellence **|** Support: Director of Compliance & Benefits Technology, Account Management

Services: technology vendor selection support including demo, review, implementation, and ongoing maintenance of USEBSG enrollment platform, Employee Navigator; no-cost access to The Employer Dashboard (access to benefits data across all lines of businesses and USRBP services), as selected by the City of Fernandina Beach

Voluntary Benefits | Brad Hoard

Owner: Managing Partner **|** Support: Subject Matter Experts, Account Management

Services: procurement and implementation of voluntary benefits (Accident, Critical Illness, Hospital Indemnity, Universal Life, Long-Term Care, etc.), education on the value and importance of Voluntary Benefits through communication campaigns and educational videos

Wellness | Brad Hoard

Owner: Managing Partner **|** Support: Subject Matter Experts, Account Management

Services: support in the development of wellness initiatives (coordinating with carriers and dedicated wellbeing vendors, upon request), development of health and disease management strategy, supporting members with on-site clinic operations

Roles & Responsibilities Matrix

	Carrier & Vendor Mgmt	Comms & Education	Compliance	Consult & Strategy Dev	Employee Support	Finance, Under-writing & Actuarial	Policies, Procedures, Disclosures	Renewal & RFPs	Tech	Voluntary Benefits	Wellness
Managing Partner	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Account Manager	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓
Client Service Specialists	✓				✓						
Subject Matter Experts		✓		✓						✓	✓
Director of Compliance			✓				✓				
Director of Ops & Finance				✓		✓		✓			
Benefits Admin Center of Excellence									✓		
Strategic Partnerships						✓					

Contact

jbhoard@usebsg.com

www.linkedin.com/in/brad-hoard-b548899b (LinkedIn)

Brad Hoard

Managing Partner at U.S. Employee Benefits Services Group
United States

Experience

US Employee Benefits Services Group
Managing Partner
September 2013 - Present (9 years 7 months)

EBCI
President
June 2000 - September 2013 (13 years 4 months)

Mary B. Callahan

Jacksonville Beach, FL 32250
904-613-2949
Maryca04@yahoo.com

Employment History

Account Representative / HR – US Employee Benefits
February 2007 – Present: Jacksonville, FL

- Works well under pressure, meets deadlines and is very organized.
- Ability to organize calendars and daily office tasks accurately and quickly.
- Track licenses and continuing education for all associates.
- Discuss job performance problems with employees to identify causes and issues and to work on resolving problems.
- Manage the operation and maintenance of office equipment and troubleshoot issues involving office equipment, computer hardware and software.
- Provide excellent customer service in a professional and friendly manner.
- Handle complex, confidential documents, and issues with discretion.
- Review procedures to see what worked, what didn't and how to make improvements.
- Train and supervise new associates.
- Prepare meeting agendas, attend, and lead meetings.
- Lead new employee onboarding / orientation and annual benefit enrollments for clients.
- Assist in the development of new business by preparing proposals and making presentations.
- Correspond with field representatives to obtain additional information or explain underwriting policies.
- Interpret and explain human resources policies, procedures, laws, or regulations to include matters such as equal employment opportunity and sexual harassment and recommend needed changes.
- Serve as a link between clients and their employees by managing questions, administrating benefits, and resolving claim related issues.
- Provide an in-depth knowledge of health and supplemental insurance coverage, carriers and products offered.
- Communicate with clients, employees, to answer questions, and address complaints.
- Compute wages and payroll deductions.
- Process payroll.
- Assisted Bookkeeper with invoices and commissions.
- Processed monthly Sales Tax.
- Keep files in compliance, relating to IRA's, Simple Plans, 401K's and 529 College plans.
- Conduct and execute annual financial audits.
- Process audits of small groups to ensure billing accuracy and commissions are correctly paid.
- Research and resolve all customer inquiries to include life events, terminations, maintain and update payroll records.
- Maintain database of all employment records using human resources management system (HRIS) software.
- Supervise all office responsibilities to quality standards, deadlines, and proper procedures as well as streamline business efficiency.
- Adapt quickly and efficiently to changing priorities.

Administrative Assistant - North Florida Financial Corp.
June 2004 – January 2007: Jacksonville, FL

- Supported two financial advisors: scheduled client visits, interacted with clients (via written and verbal communication). Maintain and update client database.
- Liaison between clients and underwriter.
- Reserve and confirm seminars, symposiums, etc.
- Perform other duties and special projects as needed.
- Assisted with completion and accuracy of insurance, financial and annuity paperwork.

Universal Customer Assistance Team / Supervisor / Development & Training - AT&T
October 1995 – February 2000: Jacksonville, FL

- Facilitated training programs including technology (CSIDS), sales and customer service/problem resolution (soft skills) courses, regularly scheduled training for 360 employees to ensure company objectives were achieved within appropriate deadlines.
- Selected to participate in a pilot program designed to achieve greater consistency in resolving both internal and external customer issues by identifying and documenting feedback from training course participants.
- Provided guidance and training in handling complex and difficult situations.
- Schedule associates for new or updated programs.
- Create training to include multiple adult learning theories.
- Prepare and distribute Job Aids as needed.
- Participate in Train the Trainer calls.
- Coached associates to help them improve performance.
- Reviewed and discussed employees' job performance, recommended additional training if needed.
- Furnished management with feedback / documentation related to performance appraisals.
- Received Honorable Mention for the President's Award in Call Servicing.
- Received True Hero's.
- 1994 Member of the division awarded the Malcolm Baldridge award.
- Completed "Associate to Management Advancement Process"

Software

Microsoft Office, Employee Navigator, Benefits Selection or Selerix, Ring Central Meetings, WebEx meetings, Principal 401K, NetX360, QuickBooks, ADP, Zoom.

Education

2005-2006 **SIU at Carbondale - Mayport FL**
Bachelor of Science Degree in Workforce Education, Training & Development.

Angela Childers

92 Shawn Whaley Road, Crawfordville, Fl 32327 | 850-519-2310 | childers_4@yahoo.com

Objective

To find a company that I can use my Knowledge, Skills, & Experience. All while learning new and improved ways to succeed professionally and personally that I can retire from.

Experience

January 2018 – current U S Employee Benefits Services Group

Client Service Representative

- Assist employers and employees with Employee Navigator
- Submit new enrollments and terminations to carriers for the employers.
- Liaison between employer and carrier
- Assist employees with submission of claims to carriers
- Assist with billing reconciliation and list bills for clients

September 2004 – December 2017 McKenzie Tank Lines, Inc.

Human Resources Assistant/ Payroll

- Maintain employee files
- Handle all new hire and termination paperwork and data entry
- Prepare and Process payroll for 2 different payroll groups using ADP
- Manage benefit enrollments and eligibility using InRoll
- Manage and track payroll garnishments and child support orders
- Manage vacation accrual and usage
- Reconcile monthly benefit invoices
- Maintain DOT drug and alcohol data base, and do monthly random selections
- Maintain company service awards and safety awards
- Respond to previous employment verifications

April 2000 – September 2004 Childers Family Child Care

Owner/Operator

- Kept up to six infant and preschool children in my home
- All bookkeeping for business
- Menus and Lesson plans weekly

Education

High school Diploma 1993

Additional Skills	Microsoft Word, Excel, Outlook Multiple phone line Fax and Scanner
Interests	Family, outdoors, gardening, crafts, jelly making

Contact

www.linkedin.com/in/lisa-raabe-5357087 (LinkedIn)

Top Skills

Disability Insurance
Benefits Administration
Accident

Lisa Raabe

Director of Product Delivery
United States

Summary

Specializing in voluntary and ancillary benefits, enrollment and communication strategy, as well as BenAdmin systems.

Experience

U.S. Retirement & Benefits Partners
Director of Product Delivery
February 2022 - Present (1 year 1 month)

Radnor Benefits Group
Account Executive
April 2016 - February 2022 (5 years 11 months)
Wayne, Pa

Simkiss & Block
Account Executive
April 2016 - February 2022 (5 years 11 months)
Wayne, Pa

Nation's Enrollment Systems, LLC
Vice President
July 2000 - April 2016 (15 years 10 months)
Greater Philadelphia Area

Tab 4 | Firm Qualifications and References

Firm Qualifications and References

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.**

   Employee Benefits Consultant, Inc., dba U.S. Employee Benefits Services Group (USEBSG) is a wholly owned subsidiary of U.S. Retirement & Benefits Partners (USRBP), which is comprised of over 30 benefits and retirement firms across the country. USRBP was founded in 2008 and acquired Employee Benefits Consultants, Inc. (EBCI), which was founded in 1998, in 2013. This strategic alliance expanded the firm's capabilities, resources, and geographic footprint. Our commitment is to deliver efficient, cost-savings, strategic thinking, and creative solutions.

   Nationally, USRBP serves over 15,000 employer clients and approximately 3.5 million employees and individuals. Our Benefits and Technology segments offer core and worksite benefits solutions, TPA services, and compliance solutions for employers. Our Wealth segment offers comprehensive insurance, retirement, and wealth planning for executives and employees.

2. **Describe any special expertise your firm has in providing employee benefits and insurance services to clients with similar or related business activities, specifically include experience with self-insured health plans offered by government employers. Include a list of current client relationships (local or otherwise), if not included in your references.**

   EBCI, Led by Managing Partner Brad Hoard has been working with midsize Public Sector groups for the past 25 years. Having a proven success record in Florida advocating for new and existing clients in City, County, Schools and State Government sector, makes him a Subject Matter Expert for Core and voluntary benefit segments. Brad assists his clients by exploring all funding options available in the market that include Fully Insured, Level Funded, and Self-Funded arrangements. Brad also has a technology background that helps many clients like the City of Fernandina Beach meet their goals and unique needs.

   We have a large presence in the Public Sector including Government and K-12 employers and tout a 99% client retention rate. We manage over $850 million in insurance premiums and over $118 billion in assets under management and administration. Nationally, over 40% of the

School Districts in the United States are clients of USRBP.



3. Describe your firm's efforts to remain current on business and employee benefit issues relating to the City of Fernandina Beach business profile, including industry or association memberships, if applicable.

USEBSG and EBCI remain dedicated to constant education and awareness of their employees subscribing to industry specific business journals, attending and sponsoring conferences like the Florida League of Cities, SHRM, FASBO, NAIFA, Florida Association of Counties, Chambers of Commerce, and many more.

4. **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.**

Franklin County School District *(215 Employees)*

Shannon Venable, Director of Financial Services svenable@fcsdfl.org | 850-670-2810
85 School Road Eastpoint Fl 32328
Health Insurance AOR and Administrative Services

Dixie County Board of County Commissioners *(210 Employees)*

Duane Cannon, County Manager duane.cannon@dixie.fl.gov | 352-498-1426
214 NE Highway 351 Cross City, Florida 32828
Health Insurance AOR and Administrative Services

Washington County School District / PAEC *(600 Employees)*

Lucy Carmichael, Director of Financial Services Lucy.Carmichael@wcsdschools.com
850-638-6227
652 3rd Street Chipley, Florida 32428
Health Insurance AOR and Administrative Services

Dixie County School District *(325 Employees)*

Tonya Howell, Director of Financial Services tonyahowell@dixie.k12.fl.us | 352-469-3023
823 SE 349 Highway Old Town, Florida 32680
Health Insurance AOR and Administrative Services

Lynch Management *(270 Employees)*

Glenn Wright, Director of Human Resources payroll@lynchauto.com |904-387-1537
165 River Blvd, Jacksonville Fl 32204
Self-Funded Health Insurance AOR and Administrative Services

Tab 5 | Identified Service Areas

Attachments:

- Communication Timeline
- OMNI&TSACG Company Highlights
- OMNI&TSACG Company Profile
- Financial Wellness Website Overview
- NavigateHCR Section 125 Compliance
- NavigateHCR Services Overview
- Flexible Spending Account Flyer
- Special Pay Plan Flyer
- FICA Alternative Plan Flyer
- Attorney on Retainer: Jason Cogdill Resume

Identified Service Areas

1. **Employee Benefits Assessment and Analysis – Provide a summary of your firm's process in conducting risk assessment and analysis for firms similar to the City of Fernandina Beach. Identify resources to be used, if not already part of the proposed service team. Provide samples of internal or external reports that are a product of such assessment and analysis. Based upon the information currently available, identify areas of emerging risk relative to the City of Fernandina Beach operations, or risk warrants greater attention.**

   J. Brad Hoard, Managing Partner, will conduct the annual benefit assessment. Brad will review current claims on the total incurred as well as all large claims analysis.

2. **Marketing – Describe your firm's proposed marketing processes and strategies. Provide comment on current program structure and pricing (to the extent possible) with particular emphasis on your firm's assessment of the insurance market. Include identification of resources that are not part of the proposed service team. Provide a suggested listing of markets that may be considered for each major line of coverage, including your rationale for such a course of action. Include any intermediaries to be used and your relationship with those companies. (Note: The City is requesting a sample only of the markets that your company would use for an account of the size of Fernandina Beach).**

USEBSG has a large presence in the Florida health insurance market as well as a large national presence with its Independent Marketing Organization National Benefit Partners.

Together the City of Fernandina Beachs' benefits plans will be marked to a variety of Florida and National medical providers on a fully insured, shared-funded and on a self-funded basis.

We control over $800+ million in premium and work with over 100 carriers and service providers in the market.



Our team has a process that encompasses a one stop shop mentality. Managing all your marketing needs for:

- Product, and Carrier Bids and proposals
- Benefits Administration
- Enrollment And Communication Plan Services



3. **Data Management – Provide commentary on the projected needs for the City of Fernandina Beach relative to data management and your firm's approach to meeting those needs. Include resources or systems that might be utilized to enhance this area of benefits management.**

Lisa Raabe, Director of Product Delivery

lraabe@usenrollmentservices.com | (817) 809-4602

Lisa will be the point of contact for any Employee Navigator Questions & Concerns

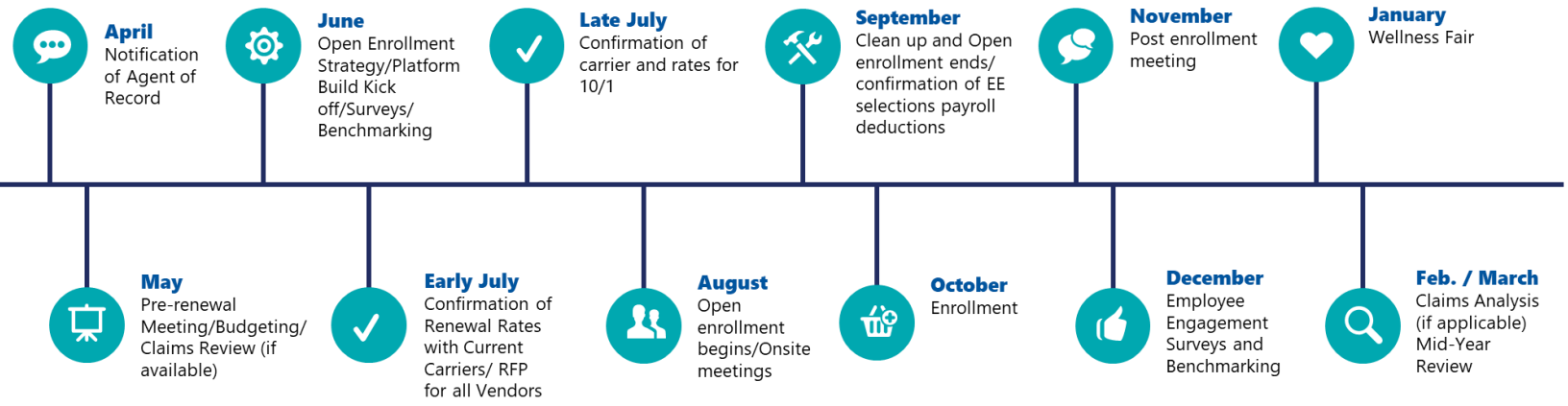
Claims Experience When available from the carrier, thorough claims & plan performance analysis, monthly claims utilization reports, statistical analysis and claims reserve studies, rate structure review & recommendation, cost-containment strategy, Special Risk Pool maintenance & recommendation, stop loss claim submissions, funding analysis, etc.

4. **Program Design – Provide a brief summary of potential program designs that may be appropriate for the City of Fernandina Beach for the major lines of coverage. Include the rationale for your suggestions. Given the information provided, identify your firm's key strategies in evaluating the optimum alternatives for the City of Fernandina Beach in the major lines of coverage.**

   USEBSG will follow the benefit culture created by the City of Fernandina Beach. All groups have different cultures regarding the benefit structure. Some want more benefits and less salary and others a combination of the two. USEBSG and the City will devise a plan of benefits that meets the "benefit culture" that is best suited for the city.

5. **Communications – Describe formal and informal communication processes for the City of Fernandina Beach. Include proposed schedules of key meetings, timelines, and other process mileposts for the proposed client service. Include any proprietary client communications that may be appropriate and available to the City of Fernandina Beach to facilitate communications. Describe your firm's capability of producing annual benefit statements and open enrollment communications for employees.**

   Below is a sample communication timeline containing key benefits milestones and meeting dates. This timeline is based on an October 1 effective date. This timeline has also been included as a separate attachment at the end of Tab 5.



6. **Other Services (Optional) – Provide a brief summary of other services available from your firm that may be appropriate to the City of Fernandina Beach consideration.**

We provide professional worksite benefits consulting that includes plan design, benefits analysis, underwriting review, and vendor recommendations.

Our experienced team members work with The City of Fernandina Beach to identify its needs so you can provide the most suitable product options for the employees.

Through our Partner firms and preferred vendor partners, USEBSG offers a vast array of benefit products for your clients. These are individual policies offered on a voluntary group basis.

- Life Insurance
- Cancer
- Critical Illness & Accident
- Disability Insurance
- Telemedicine
- Pharmacy Benefits
- Health Insurance Enhancement Plans
- College Tuition Benefits
- Pet Insurance
- Concierge Services.

From the numerous individual products on the market today to non-traditional healthcare solutions to specialty retirement plans, here are a few of our product solutions:

Mineral Solutions

Through our partnership with Mineral Solutions, we have the ability to bring together tools, resources and best practices no matter what a client's level of HR expertise all through the platform is. From an HR Assessment to identify gaps and action items to HR compliance library with thousands of regulatory updates, guides, checklists and templates all created by our team of certified HR and legal experts.

In addition, turn-key foundations like Smart Employee Handbook with continuous updates, compliance calendar, and To Dos help ensure clients know what to expect and work to stay ahead.

Some of key additions that Mineral Solutions has to offer include:

Smart Employee Handbook Plus

This revved-up version of our Smart Employee Handbook also allows you to create a multi-state compliant handbook with local policies, collect employee e-signatures and provide a Spanish language version to support your diverse workforce.

Workplace Harassment Prevention

Take proactive steps against workplace harassment with this complete catalog of awareness training. Each course includes interactive state-mandated topics to ensure compliance as well as Diversity, Equity and Inclusion training to help you build a strong, inclusive culture.

Anonymous Reporting

Empower your employees to anonymously report workplace concerns before they become larger issues—or a liability risk. This best-practices solution helps you manage and take action on reported incidents in a secure and timely manner.

Workplace Safety

Reduce potential hazards, accidents and liability while creating a culture of safety. With more than 160 courses on everything from personal protective equipment and ladder safety to hazardous materials, transportation and more.

ACA, COBRA and FMLA Services:

Through our Partner Firm, NavigateHCR, we offer a variety of HR compliance services that help keep you compliant and avoid fines. Extensive ACA tracking and reporting functionality ensures you meet all Affordable Care Act mandates. We've got COBRA and FMLA administration covered as well.

From providing the General Initial Notice upon enrollment in benefits to premium collection for COBRA participants, cobraEDGE takes the burden off these administrative tasks.

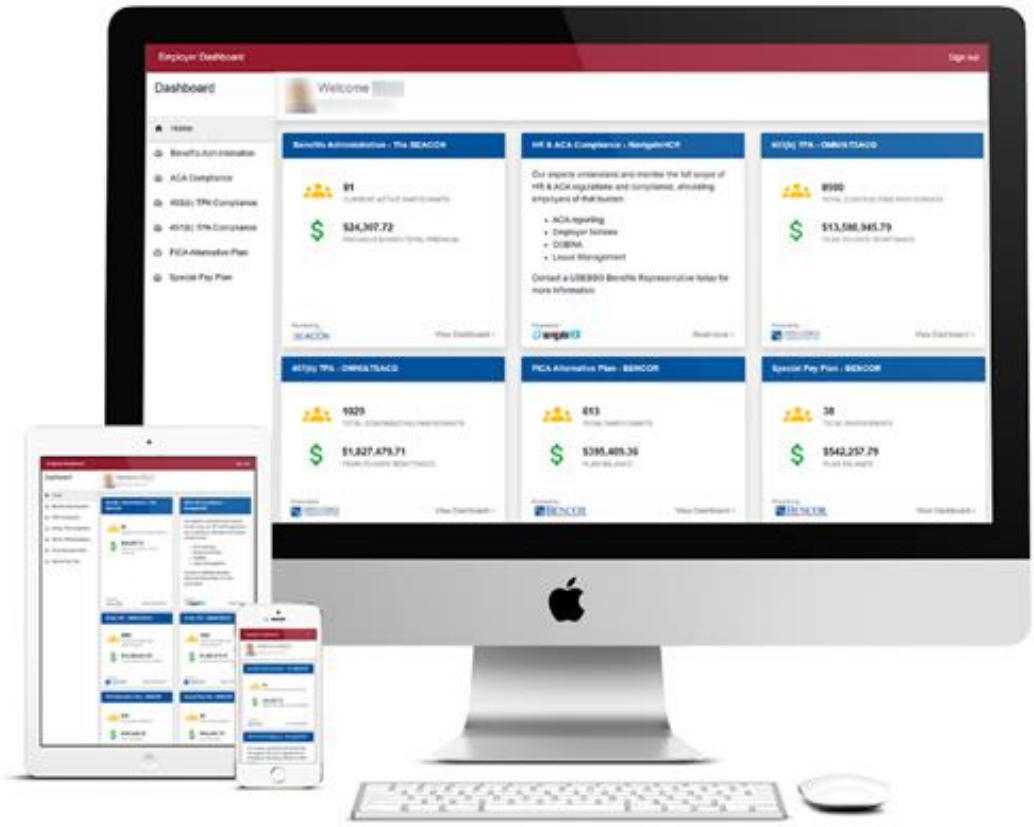
Managing leaves of absence is time-consuming and tedious. It requires expertise in state and federal laws, benefit rules and payroll. LeaveXpress takes the compliance

challenges off the hands of employers and includes direct communication with employees about their leaves of absence. This protects the employer from discrimination claims by keeping employee health information private from employer personnel.

The Benefits Dashboard:

The Benefits Dashboard takes the single-source service model to the next level. This groundbreaking platform streamlines data from all your USEBSG services and consolidates them into one easy-to-use site. From benefits administration to compliance services to retirement plans, you can find all the information you need, conveniently located in one place. In addition to direct access to your existing services, the site also provides educational information for other eligible services.

The fully secure platform is customized for each employer, and there is no cost to the employer. The simple, user-friendly technology eases the administrative burden of managing numerous benefit plans and services. It can be accessed from your desktop, tablet, and smartphone.

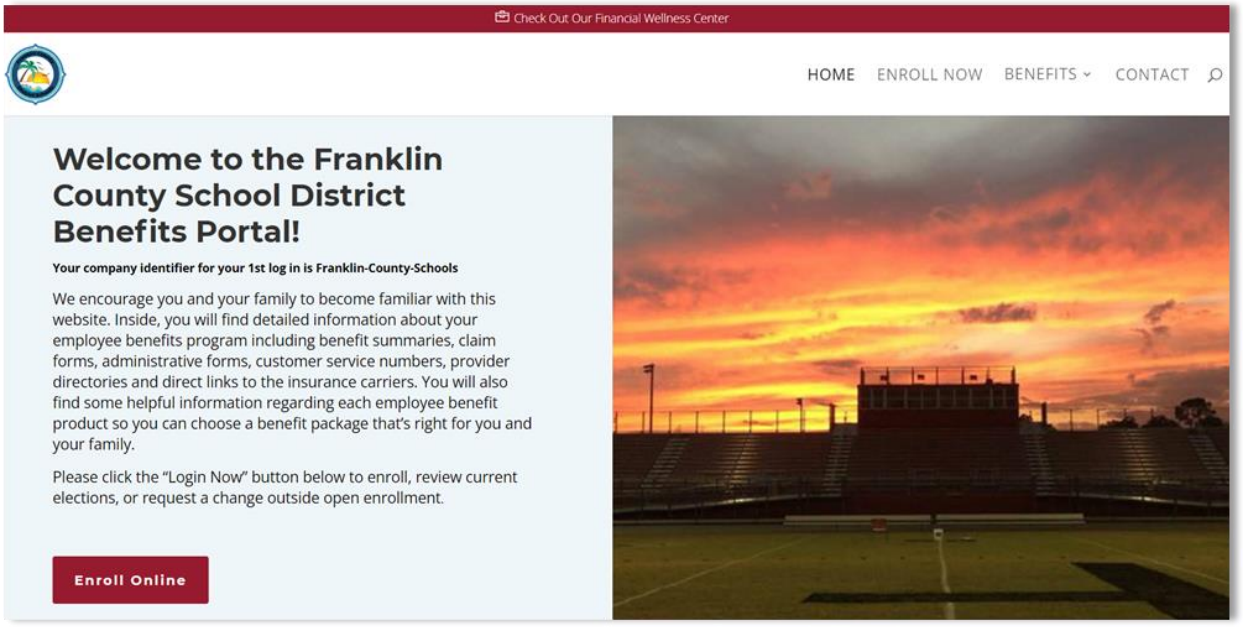


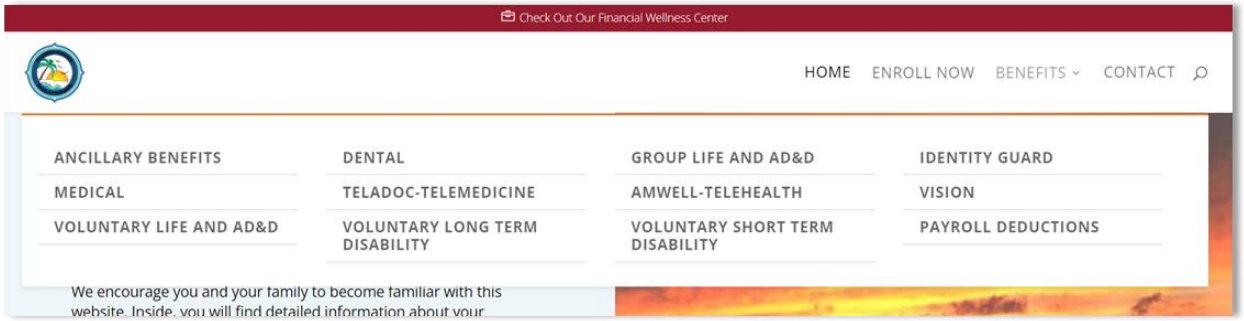
Employer Website

We build custom benefits websites for clients to enable them and their employees to access their employer-specific benefit plan. These websites enable employers to easily communicate the value of their full benefits package.

- Includes requested benefits information, plan information, and specific coverage details.
- Links to your enrollment platform alongside instructions on the enrollment process and key dates.
- Link to Financial Wellness, FAQs and other company resources.

Here is benefits website used by the Franklin County School District





403(b)/457(b) Third Party Administration:

We provide cost-effective, independent Third-Party Administration (TPA) for 403(b) and 457(b) Plans. In response to changing regulations, we offer peace of mind with a TPA platform that allows for the timely administration of your retirement savings plans. We utilize only the most experienced professionals and innovative systems in the industry to provide these services on a level that remains unmatched. Our comprehensive TPA compliance services include:

- Onsite IRS audit assistance
- Comprehensive Plan evaluation and reporting
- Provider evaluations and service agreements
- IRS Pre-Approved Volume Submitter Plan Document
- In-House Legal Counsel
- Continuous aggregation of Plan level data with demographic files
- Online Plan Distribution Service available 24/7
- Toll-free Bilingual customer services call center
- Secure online remittance services through EPARS®
- Investment Provider Service
- Contribution monitoring with corrective assistance for prior years
- QuickENROLL simplified enrollment
- Employee educational materials (Universal Availability)
- Financial Wellness Center
- Plan compliant forms and documents customized to each plan sponsor

Additional information on this service can be found at the end of Tab 5. See OMNI&TSACG Company Highlights and OMNI&TSACG Company Profile.

Financial Wellness

Help your employees achieve greater financial peace of mind with this no-cost web-based educational resource containing articles, videos, and calculators.

Workplace wellness is an investment in your most important asset—***your employees***. Studies have shown that employees are more likely to perform well when they are in optimal health. The following are benefits of implementing a wellness program:

- Lower health care costs, due to a healthier workforce and improved disease management
- Enhanced recruiting by attracting the most talented workers
- Reduced absenteeism
- Improved on-the-job time utilization, decision making and productivity
- Improved employee morale
- Reduction in turnover
- ConnectWell

Additional information on this service can be found at the end of Tab 5. See, Financial Wellness Website Overview.

Section 125

EBCI has access to the products their clients need. Section 125 plans, or cafeteria plans, provide an easy and effective way to add employee benefits, especially for businesses with several employees who regularly have medical and childcare expenses. Through a Section 125 plan, employees can deduct their insurance premiums pre-tax and set aside pre-tax funds to use toward qualified medical and dependent care expenses.

Additional information on this service can be found at the end of Tab 5. See, NavigateHCR Section 125 Compliance and Navigate HCR Services Overview.

Retirement Benefits

Special Pay Plan

Maximize the use of unused sick, vacation and leave payouts.

Stretch your benefits program dollars *and* help your employees derive maximum value from their benefits through a Special Pay Plan. Instead of making a cash payout, you can maximize the value of special forms of payment by depositing unused accumulated leave—on a pre-tax basis—into a Special Pay Plan, creating a tax savings for your organization and a meaningful benefit for your employees in the following ways:

- **Payroll Tax Savings:** Both the employer and the employee save up to 7.65% in payroll taxes (FICA and Medicare) by simply depositing unused accumulated leave into a Special Pay Plan instead of paying out in cash.
- **Tax-Deferred Benefit:** The Special Pay Plan is tax-deferred, meaning the retiree has full control over when they are taxed on the funds. If they choose, they could keep all or part of their unused leave in the Special Pay Plan and request a distribution once they are in a lower tax bracket following retirement. The best part? The funds are invested, so there is potential for tax-deferred earnings if the retiree does not withdraw right away.
- **Flexible Distribution Options:** The retiree can choose to leave their money in the Special Pay Plan for potential tax-deferred growth, withdraw their funds upon retirement age, or roll the funds over to another qualified retirement account.

  For more information on the Special Pay Plan, please refer to the Special Pay Plan flyer provided at the end of Tab 5.

  FICA Alternative Plan

  Give seasonal, part-time and temporary employees meaningful retirement options (while eliminating the employer's 6.2% Social Security contribution.

  Seasonal, part-time, and temporary governmental and school district employees can save for retirement with a FICA Alternative Plan, established under IRS Code Section 3121. The FICA Alternative Plan eliminates the 6.2% Social Security match by the employer and routes part-time employees' Social Security payments into an interest-bearing retirement account instead, creating a win-win arrangement for everyone in the following ways:

- **Payroll Tax Savings:** The employer saves the matching 6.2% Social Security contribution. The employee contributes 7.5% of their wages pre-tax, instead of the 6.2% after-tax Social Security contribution—leaving take-home pay virtually unchanged despite the increased retirement contribution.
- **Tax-Deferred Benefit:** The FICA Alternative Plan empowers part-time employees to invest for retirement, which means the potential for increased account value due to earnings over time. Depending on plan design, investments may be self-directed to meet personal retirement goals. And the best part is that earnings are tax-deferred until the participant withdraws their funds upon meeting eligibility requirements.
- **Flexible Distribution Options:** Upon becoming distribution-eligible, the participant has the option to cash out their accumulated funds or roll them into an IRA or another qualified plan.

For more information on the FICA Alternative Plan, please refer to the FICA Alternative Plan flyer provided at the end of Tab 5.

Attorney on Retainer: Jason Cogdill

Jason Cogdill is an attorney at law that currently assists employee benefits advisors and sponsors with compliance for health and welfare benefit plans, including IRS tax rules, Employee Retirement Income & Security Act ("ERISA"), the Affordable Care Act, and the federal and state regulations. He provides advising and advocacy services for churches, individuals and not profits and is a frequent speaker on legal and ministry topics.

Jason also provides the U.S. Employee Benefits Services Group office and its clients with legal counseling in the areas of insurance law, compliance and the Affordable Cares Act. All clients will have the resources available to them to ask questions and request guidance in these areas. Jason is a valuable resource to us in the complex and ever-changing insurance and compliance environment.

Jason's full resume has been provided at the end of Tab 5.

7. **Broker/Consultant Compensation – Identify your firm's preference on the means of compensation for services. Provide a detailed analysis of the fee build-up, including allocated time and rates for the service providers. Identify any proposed services that may be outside an agreed-upon fee and an estimate for those services, if applicable. Include the details of any proposed incentive plan, if recommended.**

We are committed to working with COFB to structure a compensation arrangement that best fits your financial objectives. The proposed consulting fee range for the COFB would be $80,000 annually for a term of 3 years, payable quarterly. This fee is intended to be all-inclusive and comprehensive. Should a situation arise where USRBP would incur costs beyond our expectation, we would discuss them before performing the service.

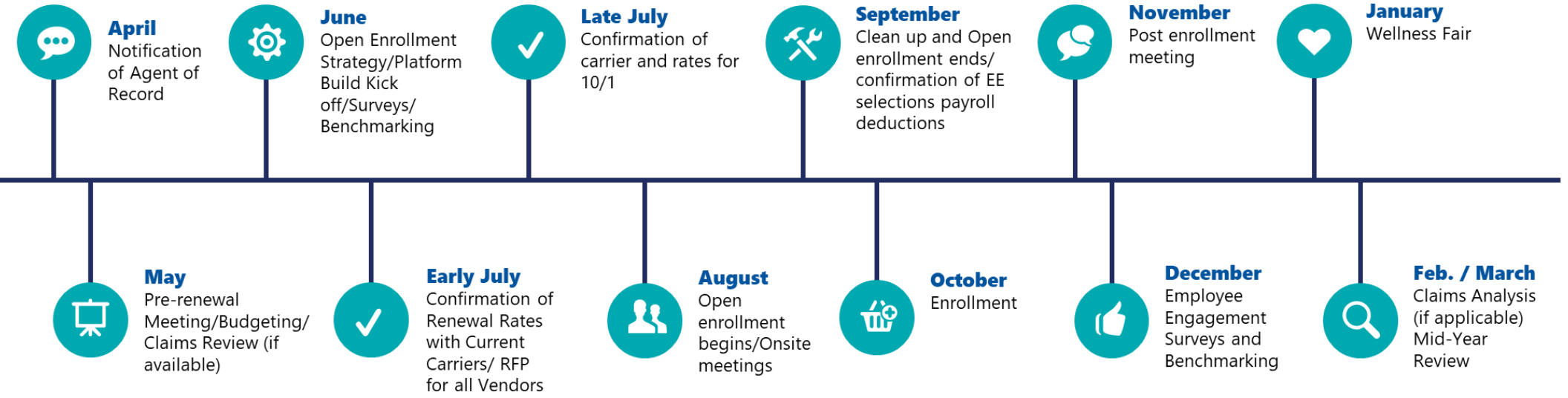
In exchange for any negotiated fee, we will perform all the services listed below:

- Strategic Benefit Planning
- Meetings with Client and Vendors
- Carrier and Vendor Management
- Communications, Education & Employee Support
- Compliance Day-to-Day Administrative Support
- Finance, Underwriting, and Actuarial Services
- Policies, Procedures, and Disclosures
- Renewal and Requests for Proposal
- Technology
- Employee Health and Wellness

Additional projects involving added compliance audits or services, call center services, wellness solutions, or specialized consulting hours exceeding the scope for City of Fernandina Beach may incur additional fees. Consulting fees for specialized actuarial or legal support outside of the standard scope are billed at an hourly rate of approximately $175-$250 per hour depending on the services required. Any additional projects would be reviewed and estimated before performing services.

An increase in the number of employees enrolled in the plan of +10% would be subject to an increase in fees.

Communication Timeline





OMNI & TSACG Compliance Services

COMPANY *Highlights*

4.0 BILLION
IN EMPLOYEE CONTRIBUTIONS PROCESSED ANNUALLY

U.S. OMNI & TSACG Compliance Services has been dedicated to servicing the plan administration needs of K-12 employers for over 25 years. Utilizing our proprietary Total Plan Administration System, we are able to offer our clients Total Peace of Mind.

3.2 MILLION
PARTICIPANTS

100 BILLION
IN ASSETS UNDER CARE

8 OF THE 10 LARGEST
U.S. K-12 DISTRICTS ARE U.S. OMNI & TSACG COMPLIANCE SERVICES CLIENTS

#1
ASSETS UNDER ADMINISTRATION

#1
INDEPENDENT THIRD PARTY ADMINISTRATOR

#1
OVER 7,500 EMPLOYER PLANS

CONTACT US

Florida Office
888.777.5827 | www.tsacg.com

New York Office
877.544.6664 | www.omni403b.com

OMNI & TSACG Compliance Services

Company Profile

THE NATION'S LARGEST INDEPENDENT THIRD PARTY ADMINISTRATOR

WHY US ?

On-site IRS Assistance

In-house legal counsel that provides full support in the event of an IRS audit

Dedicated Plan Consultants

Plan Sponsors assigned both a primary and secondary consultant to provide assistance with technical and plan design questions

Comprehensive Plan Evaluation Design

Services include plan document creation and customization, transaction processing, and compliance monitoring

Online Access

Secure online remittance service
24/7 online access to forms and our Online Distribution System

Educational Material

Universal Availability IRS compliance requirement provided

CUSTOMER SERVICE CALL CENTER

OUR TEAM HANDLES OVER 172,000 CALLS PER YEAR

Hours of Operation

Monday-Thursday: 7:00 AM – 7:00 PM CT

Friday: 7:00 AM – 5:00 PM CT

BILINGUAL REPRESENTATIVES AVAILABLE

ABOUT US

BACKGROUND

U.S. OMNI & TSACG Compliance Services was founded for the sole purpose of providing comprehensive retirement plan compliance and administration services to 403(b) and 457(b) eligible employers.

U.S. OMNI & TSACG Compliance Services is the largest provider of plan services to public education employees nationwide.

EXPERTISE

We have more than 25 years solely dedicated to governmental employers. We are an independently owned and operated plan administrator and do not market or sell investment products.

PROTECTION

We maintain real-time awareness of the regulatory environment, helping to ensure that your plan is kept up-to-date and compliant. Our company has acted as a special power of attorney in over 70 audits over the years - all of which ended successfully.

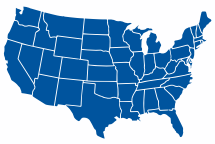
SERVICE AND SUPPORT

Plan Sponsors are assigned primary and secondary consultants to provide assistance with technical and plan design questions. We also utilize integrated support teams to develop, protect, and manage your plan. Our consulting services, which are not replicated by any other TPA in this industry, are provided to our clients at no additional cost.

EDUCATION

We provide “meaningful notice” employee communication that satisfies the IRS regulation regarding Universal Availability. Additionally, our Financial Wellness Center serves as an educational resource providing a variety of tools to assist in learning more about retirement savings and managing personal finances. Calculators, videos, and informative content are available to help guide the retirement planning process.

PLAN SPONSORS REPRESENTING 48 STATES NATIONALLY



3.2 MILLION PARTICIPANTS

7,500+ PLANS

$100+ BILLION ASSETS UNDER CARE

Florida Office | 888.777.5827
www.tsacg.com

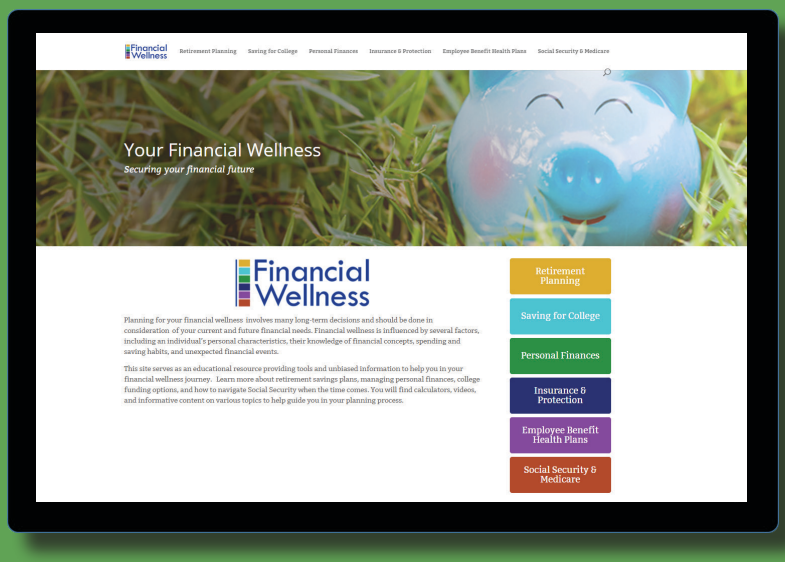
New York Office | 888.544.6664
www.omni403b.com

Financial Wellness



Financial Wellness Online

Help your employees achieve greater financial peace of mind. Available online, the Financial Wellness website comes with an abundance of educational resources about Retirement Planning, Saving for College, Personal Finances, Insurance & Protection, Employee Benefit Health Plans, and Social Security & Medicare.



These materials are provided for general information and educational purposes and do not promote any product or service.

The Benefits of Offering Financial Education at Work

Financial planning involves making several long-term decisions that affect major financial events.

Surveys show one in four workers suffer from serious financial distress commonly attributed to the planning and execution of financial strategies.

As financial stress continues to negatively impact and distract employees, many employers are finding financial education in the workplace may be the solution.

Financial wellness is influenced by several factors including personal characteristics, knowledge of financial concepts, spending and saving habits, and unexpected financial situations.

The Financial Wellness site serves as an educational resource providing tools and unbiased information to help your employees gain control of their financial wellness journey.

Complete with calculators, videos, and informative content, resources are provided to assist individuals seeking guidance on a range of long-term planning topics.

The site is available at no cost to employers for direct access on their employee portal.

Did you know?

One in four employees suffer from serious financial distress and may be distracted by it at work.

Provide your team with free financial education resources today.

Powered by U.S. Retirement & Benefits Partners

Financial Wellness

Financial Wellness Online Resources

	Retirement Planning	College Savings	Personal Finance	Insurance & Protection	Employee Benefit Health Plans	Social Security & Medicare
Videos	✓	✓	✓	✓	✓	✓
Articles	✓	✓	✓	✓	✓	✓
Calculators	✓	✓	✓	✓	-	✓

Retirement Planning

Retirement is a significant life event for everyone. Our suite of tools assist your employees with easy-to-understand resources for retirement planning.

College Savings

Surveys show the second major financial concern for many consumers is saving for college. Help your employees discover savings plans, financial aid and tuition management resources in one place.

Personal Finance

From debt management to financial planning, there is a video, article or calculator available on the Financial Wellness site to guide your employees at varied levels of financial planning.

Insurance & Protection

The Financial Wellness site is complete with tools created to explain insurance and protection solutions. Employees will learn about various types of coverage and the factors that go into determining how much coverage they need.

Employee Benefit Health Plans

Understanding the different types of employee benefit health plans can be challenging for consumers. Our resources can keep your employees informed on how different health plans and insurance benefits work.

Social Security & Medicare

For many, Social Security and Medicare can be daunting topics. Our financial wellness tools help your employees understand Social Security benefits and Medicare coverage.

navigateHCR

Your guide to compliance

Compliance Communications
Section 125

Section 125 plans, or cafeteria plans, provide an easy and effective way to add employee benefits, especially for businesses with a number of employees who regularly have medical and childcare expenses. Through a Section 125 plan, employees can deduct their insurance premiums pre-tax and set aside pre-tax funds to use toward qualified medical and dependent care expenses.

A cafeteria plan must meet the specific requirements and regulations of Section 125 of the Internal Revenue Code. The written plan must specifically describe all benefits and establish rules for eligibility and elections and is the only means by which an employer can offer employees a choice between taxable and nontaxable benefits without the choice causing the benefits to become taxable.

SERVICE DETAILS

NavigateHCR's (NHCR's) Section 125 service includes:

- Preparation of Premium Only Plan (POP) documents
- POPs allow employers to offer benefits "pre-tax"
- Preparation of required forms and consultation regarding employer administered Flexible Spending Accounts (FSAs)
- Preparation of amendments when plan changes are made
- Ongoing consultation with employer

PENALTIES FOR NON-COMPLIANCE

Not only does a POP plan help an employer save on their payroll taxes, but there are also steep fines for noncompliance, including:

Fines of up to $5,000 or imprisonment of up to 1 year for willful violation of ERISA provisions;

Fines of up to $10,000 and/or imprisonment of up to 5 year for making any false statement or representation of fact, knowing it to be false, or for deliberate non disclosure of any fact required by ERISA;

The sponsoring employer could be liable for claims against the plan if the documents do not give participants accurate information regarding the plan polices.

WHAT SETS NHCR APART FROM COMPETITION

Consultation: NHCR answers questions and consults with employers and brokers on requirements and how they apply to specific companies or situations.

Education: NHCR provides timely news updates and also regularly publishes webinars, white papers, and other educational resources.

Technology: all NHCR clients are given access to a secure web portal where they complete and submit paperwork, upload data, view forms, download notices, and more.

HOW TO ENROLL WITH NHCR

Go to www.navigatehcr.com and submit an "Interest Form" (via the blue link in the bottom right corner of the home page) or email our Care Team at careteam@navigatehcr.com.

CONTACT INFORMATION

The NHCR Care Team is accessible by phone and email Monday through Friday from 8 AM to 8 PM EST. Please contact us by phone at (855) 742-7427, option 2, or by email at careteam@navigatehcr.com and we will be happy to assist you will any of your compliance needs.

This material was created by NavigateHCR to provide accurate and reliable information on the subjects covered but should not be regarded as a complete analysis of these subjects. This material is not intended to provide specific legal, tax, or other professional advice.

Last edited: 2/14/2017

YOUR GUIDE TO COMPLIANCE

navigateHCR

ABOUT US



OUR COMPANY:

NavigateHCR (NHCR) is a full-service compliance and technology company founded in 2012. As the oldest healthcare compliance company in the nation, we offer a variety of services and solutions to assist employers with even the most complex requirements of the laws governing employee benefits.

NavigateHCR is a partner, not a competitor. We provide education and solutions to help you navigate the rough seas of compliance.

WHAT OUR SPECIALISTS DO:

Tailor solutions:

To an employer's unique situation and needs

Build and mantain:

Relationships and partnerships with others

Lessen:

the burden of time-consuming compliance work and oversight

Protect:

American businesses from costly fines, fees and penalties

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YOUR GUIDE TO COMPLIANCE

COMPLIANCE COMMUNICATION

ERISA BOOST GULF

The Employee Retirement Income Security Act (ERISA) is a federal law that sets minimum standards for most voluntarily established pension and health plans in private industry. ERISA regulations require any employer that sponsors a health or welfare benefit plan to provide a Summary PlanDescription (SDP) to employees.

Employers are required to distribute numerous notices to employees each year. Under the Affordable Care Act (ACA), all employers are required to provide employees with informationabout their benefits.

This comprehensive service provides the appropriate notices for distribution to employees to help employers maintain compliance and avoid costly fines and penalties:

- **Assistance with ERISA regulations.**
- **Establish measurement periods and language.**
- **Preparation of "Wrap" SPD and Summary of Material Modifications (SMM).**
- **Toolkits for New Hires, Open Enrollment, Termination, FMLA, Variable-Hour Employees and more.**
- **Delivers required notices to employers monthly via online Compass portal.**
- **Includes descriptions for every notice with delivery rules and requirements.**

Technology. Our cloud-based technology uses a **Universal Application** which starts the algorithm process for product deliver. **Universal Data** solves the challenge of manually manipulating data.

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YOUR GUIDE TO COMPLIANCE

EXPOSURE ANALYTICS

EXPOSURE TESTING

Exposure testing provides pass/fail results and documentation along with guidance on how to correct failed test results to become compliant.

- **5500 Test**
- **6055/6056 Participation Test**
- **Affordability Test**
- **Benefits Participation Test**
- **Cadillac Test**
- **Section 125 Nondiscrimination Test**
- **Common Ownership Test**
- **W2DD Test**

Compliance regulations have always been challenging. The Affordable Care Act (ACA) added even more rules and regulations for employers to abide by or face fines, fees or penalties. This service consists of twelve individual exposure tests to identify and quantify employer noncompliance and exposure:

Technology. Our cloud-based technology uses a **Universal Application** which starts the algorithm process for product deliver. **Universal Data** solves the challenge of manually manipulating data.

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YOUR GUIDE TO COMPLIANCE

FUNCTIONAL DATA

ACA OCEAN

Applicable Large Employer (ALE) is defined as an **employer with 50 or more full-time equivalent employees**. It must file an information return **(form 1094)** with the IRS and provide statements **(form 1095)** to employees who were benefit eligible at any time during the reporting year. Self-Insured employers must also perform ACA filing each year, including reporting on dependents of employees.

For businesses with variable-hour employees, **ACA requires employers to track hours worked** so that benefits can be offered when a variable-hour employee **meets or exceeds the requirements.** The rules for measuring and offering benefits include significant **penalties for failure to comply.**

- **Assitance with monitoring inicial measurement period and ongoing employee measurement periods.**
- **Monthly data collected with reports showing the date an employee becomes benefit eligible, for how long the benefits remain, and the hours worked throughout the period.**
- **PDF copies of all forms.**
- **Post-filing reports and documentation from the IRS.**
- **Creation of 1094 and 1095 forms and calculation of line 14 and 16 IRS codes.**
- **Data collection and consolidation to capture employee information, months that benefits were offered and months of enrollment in benefits, or declination.**
- **Electronic transmission to the IRS with real-time IRS results.**
- **Optional 1095 distribution via USPS mail or electronic delivery.**

The ACA added even more rules and regulations for employers to abide by or face fines, fees or penalties. This service consists of twelve individual exposure tests to identify and quantify employer noncompliance and exposure.

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YOUR GUIDE TO COMPLIANCE

FUNCTIONAL DATA

ACA RIVER

Applicable Large Employer (ALE) is defined as an employer with 50 or more full-time equivalent employees. ALE's must file an information return **(form 1094)** with the IRS and provide statements **(form 1095)** to employees who were benefit eligible at any time during the reporting year.

Self-Insured employers must also perform ACA filing each year, which includes **reporting on dependents of employees.** Failure to perform the required IRS reporting can result in the assessment of penalties. This service is available in two formats, full service or filing only service.

- **Data collection and consolidation to capture employee information, months that benefits were offered and months of enrollment in benefits, or declination.**
- **PDF copies of all forms.**
- **Post-filing reports and documentation from the IRS.**
- **Prior year reporting from 2015 to 2020 is available.**
- **Creation of 1094 and 1095 forms and calculation of line 14 and 16 IRS codes.**
- **Electronic transmission to the IRS with real-time IRS results.**
- **Optional 1095 distribution via USPS mail or electronic delivery.**

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YOUR GUIDE TO COMPLIANCE

FUNCTIONAL DATA

ACA STREAM

Applicable Large Employer (ALE) is defined as an employer with 50 or more full-time equivalent employees. ALE's must file an information return **(form 1094)** with the IRS and provide statements **(form 1095)** to employees who were benefit eligible at any time during the reporting year.

Self-Insured employers must also perform ACA filing each year, which includes **reporting on dependents of employees.** Failure to perform the required IRS reporting can result in the assessment of penalties. This service is available in two formats, full service or filing only service.

- **Data collection and consolidation with the line 14 and 16 IRS codes provided by the employer.**
- **Post-filing reports and documentation from the IRS.**
- **Optional 1095 distribution via USPS mail or electronic delivery.**
- **PDF copies of all forms.**
- **Electronic transmission to the IRS with real-time IRS results.**
- **Prior year reporting from 2015 to 2020 is available.**

Technology. Our cloud-based technology uses a **Universal Application** which starts the algorithm process for product deliver. **Universal Data** solves the challenge of manually manipulating data.

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YOUR GUIDE TO COMPLIANCE

FUNCTIONAL DATA

ACA SOUND

For **businesses with variable-hour employees**, the ACA requires employers to **track hours worked** so that benefits can be offered when a variable-hour employee meets or exceeds the minimum **requirements.**

Determining full-time status can be challenging, and the rules for measuring and offering benefits include significant **penalties for failure to comply.**

- **Establishing the measurement period, administrative period and stability period as applicable to the employer's situation and industry.**
- **Assistance with monitoring both initial measurement period and ongoing employee measurement periods.**
- **Monthly data collected with real-time reports showing the date an employee becomes benefit eligible, how long the employee remains stable on benefits, and the average hours worked throughout the measurement period.**

Technology. Our cloud-based technology uses a **Universal Application** which starts the algorithm process for product deliver. **Universal Data** solves the challenge of manually manipulating data.

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YOUR GUIDE TO COMPLIANCE

FUNCTIONAL DATA

TRACKER: LEAVEXPRESS

Managing leaves of absence is time-consuming and tedious. It requires expertise in state and federal laws, benefit rules and payroll.

This service takes the compliance challenges off the hands of employers and includes direct communication with employees about their leaves of absence. This protects the employer from discrimination claims by keeping employee health information private from employer personnel. LeaveXpress service includes:

- **Data collection and consolidation to capture historical leaves of absence.**
- **All required documents sent on behalf of employer.**
- **Establish proper measurement periods and methods.**
- **Approval or denial of leave based on federal and/or state guidelines.**
- **Workflow process creation and management.**
- **Document storage.**
- **Real-time reporting for employers to view leave requests, status of leave, and return-to-work status.**

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YOUR GUIDE TO COMPLIANCE

FUNCTIONAL DATA

TRACKER: COBRAEDGE

The Consolidated Omnibus Reconciliation Act **(COBRA)** is a federal law that **requires an employer to offer employees with continuation of group benefits upon certain qualifying events.** From providing the General Initial Notice upon enrollment in benefits to premium collection for COBRA participants, cobraEDGE takes the burden off these administrative tasks.

- **Mail or electronic distribution of required notices to employees.**
- **Invoicing, collection and remittance of premiums by COBRA participants.**
- **Electronic distribution provides employee access to the Compass portal and includes consent for electronic usage.**

Technology. Our cloud-based technology uses a **Universal Application** which starts the algorithm process for product deliver. **Universal Data** solves the challenge of manually manipulating data.

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YOUR GUIDE TO COMPLIANCE

CONCIERGE SERVICES

PCORI FILING

The Patient Centered Outcomes Research Institute (PCORI) was established by the 2010 Affordable Care Act. PCORI is **a U.S.-based, non-governmental institute** created as a modification to the Social Security Act. **Employers with any type of self-insured benefit plan** must calculate and remit this fee with IRS form 720 **each year by July 31st**. This service includes:

- **Calculation number of covered lives per quarter.**
- **Calculation of the fee to be remitted to the IRS.**
- **Preparation of IRS form 720 with remittance coupon.**
- **Instructions for mailing the filing to the IRS.**

5500 FILING

The purpose of the Form 5500 filing is to provide the Internal Revenue Service and the Department of Labor with information about a benefit plan's or retirement plan's operation and compliance with government regulations.

- **Collection of proper schedules.**
- **Completion of form 5500.**
- **Transmission to DOL.**

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YOUR GUIDE TO COMPLIANCE

CONCIERGE SERVICES

CONSULTING & EDUCATION

When an in-depth consultation is required on a compliance or **human resources issue,** or for **webinars or live speaking engagements,** our experts are available for an hourly rate or an annual retainer. NavigateHCR's experts are national speakers and educators, and provide **continuing education credits** for certain industry professionals.

- **Dr. Kristin Kahle, Founder and CEO.**
- **Abril Angel, Sales team.**

Compliance and Human Resource issues arise everyday, and obtaining clear answers and solutions can be challenging. As experts in the industry, the **NavigateHCR team** is here to support you, and **our proprietary, cloud-based platform** makes compliance fun and easy. NavigateHCR offers **in-person and virtual seminars** which may include continuing **education credits for Insurance Agents or for SHRM and HRCI professional designees.**

Technology. Our cloud-based technology uses a **Universal Application** which starts the algorithm process for product deliver. **Universal Data** solves the challenge of manually manipulating data.

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YOUR GUIDE TO COMPLIANCE

PROPOSAL

Employer Name:		
Number of FEINS:		
Number of Employees:		
Service #1:		$
Service #2:		$
Service #3:		$
Service #4:		$
Annual Cost:		$

Date of Proposal:

Pricing is subject to change based on quarterly or monthly basis. Prices are subject to change at the discretion of NavigateHCR. This proposal is not valid for more than 30 days. Services are not rendered until enrollment and payment is completed with NavigateHCR.

CONTACT

E-mail: careteam@navigatehcr.com
sales@navigatehcr.com

Phone Care Team: 855-742-7427 Option 2.
Phone Sales Team: 855-742-7427 Option 4.

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YOUR GUIDE TO COMPLIANCE

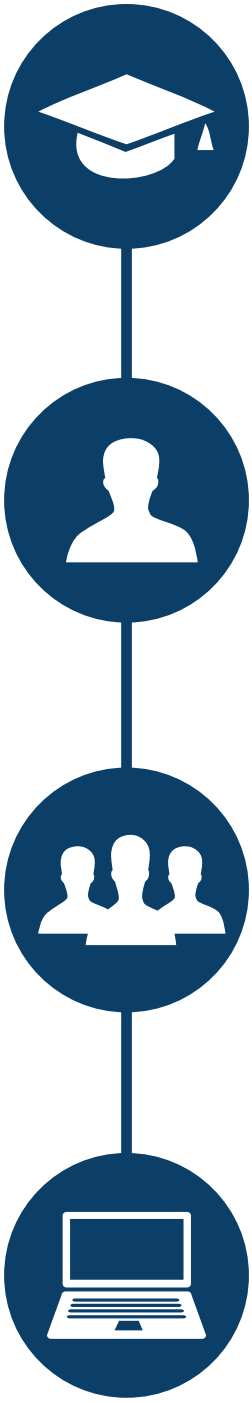
Pricing is based on company size and date of proposal. All products renew every January. This form does not execute product selection; enrollment is not complete until NavigateHCR has received enrollment via Compass Portal plus payment method of ACH or credit card upon request of the NavigateHCR Accounting Department.

Pricing is subject to change based on quarterly or monthly price changes. Prices are subject to change at the discretion of NavigateHCR.

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US Retirement & Benefits Partners®

Flexible Spending Accounts



Flexible Spending Accounts 101

A Flexible Spending Account (FSA) allows employees to set aside money on a pre-tax basis to pay for eligible medical expenses tax-free throughout the year. Employees determine how much or how little they contribute, giving them the freedom to control their plan. Employers receive the benefit of full plan administration, compliance, and a dedicated account manager to assist with all plan inquiries.

How the Employer Benefits

- Permanently save 7.65% in FICA taxes
- Any unused FSA funds are forfeited back to the employer at the end of the year
- Flexible plan design allows the employer to offer a grace period or rollover allowance
- Plan administration, compliance, and education handled by USRBP
- Dedicated account manager provides employer-level service and education

How the Employee Benefits

- Contributions are made pre-tax
- Funds are used to pay for eligible medical expenses tax-free
- FSA funds can be used by the employee, their spouse, and any eligible dependent
- Easy online enrollment
- Debit card provided
- Online claims submission
- Mobile app

Your Plan on Your Time

- Access plan documents and forms
- Monitor account balance
- Download helpful resources
- Employees can enroll and submit claims online
- Access from your smartphone, computer, or tablet

Call
(408) 978-1000

Click
www.usrbpartners.com

Email
rocky@ebenefitsservices.com

BENCOR MidAmerica

Special Pay Plan



What is a Special Pay Plan?

A Special Pay Plan is a 401(a), 403(b), or 457(b) retirement plan designed to handle special forms of compensation in a tax-advantaged manner for governmental and school district employees. Funded upon retirement or at separation from service, these forms of compensation typically include unused sick leave and unused vacation pay.

Special Pay Employer Benefits

- Employer saves 7.65% FICA Taxes (Social Security and Medicare)
- Turnkey plan administration, compliance, and education
- Dedicated account manager
- 24/7 online plan access—download plan documents, monitor account transaction, and generate reports
- IRS-approved plan documents

Special Pay Employee Benefits

- Contributions are pre-tax
- Flexible distribution options
- Permanently save Social Security & Medicare taxes on contributions
- Contributions are 100% fully vested
- Full control over distribution timing for tax planning

Saving the Public Sector Millions Each Year

Dedicated Account Management • Turnkey Plan Administration, Compliance & Education • Ready-to-Implement IRS-Compliant Plan Designs

2855 Interstate Drive, Suite 115, Lakeland, FL 33805
2 N. Tamiami Trail, Suite 602, Sarasota, FL 34236
info@bencormidamerica.com

2202-004 (0522)

BENCOR MidAmerica

FICA Alternative Plan



What is a FICA Alternative Plan?

A FICA Alternative plan is a retirement plan under IRS Code Section 3121 for your seasonal, part-time, and temporary governmental and school district employees. Employers avoid the matching 6.2% Social Security contribution, replacing it with an impactful benefit for employees.

FICA Alternative Employer Benefits

- Employer saves the matching 6.2% Social Security contribution
- Turnkey plan administration, compliance, and education
- Unique retirement benefit attracts talent
- Dedicated account management
- 24/7 online plan access—download plan documents, monitor account transaction, and generate reports

FICA Alternative Employee Benefits

- 7.5% of wages are contributed on pre-tax basis
- Employee empowerment through valuable and portable retirement plan
- Education and communication that helps employees take advantage of their benefit

Saving the Public Sector Millions Each Year

Dedicated Account Management • Turnkey Plan Administration, Compliance & Education • Ready-to-Implement IRS-Compliant Plan Designs

2855 Interstate Drive, Suite 115, Lakeland, FL 33805
2 N. Tamiami Trail, Suite 602, Sarasota, FL 34236
info@bencormidamerica.com

2202-004 (0522)

JASON M. COGDILL

ATTORNEY AT LAW

BIOGRAPHY & QUALIFICATIONS

Experience: **Legal Practice** (2005-present)
Assists employee benefits advisors and sponsors with compliance for health and welfare benefit plans, including IRS tax rules, Employee Retirement Income & Security Act ("ERISA"), the Affordable Care Act, and other federal and state regulations; provides advising and advocacy for churches, individuals, and nonprofit organizations; frequent speaker on legal and ministry topics

Vice President & General Counsel, ProBenefits, Inc. (2004-2021)
Served in leadership position for successful employee benefits compliance firm; in addition to fiduciary and regulatory duties for organization, managed team providing compliance responsibilities for certain employer health and welfare benefit plans as well as specific services; directly assisted employers and plan advisors with technical issues; frequent speaker on topics related to employee benefits

Attorney, Womble Bond Dickinson LLP (2001-2004)

Education: **BA in Economics, Wake Forest University** (1998)
Magna Cum Laude; *Phi Beta Kappa*

JD, Wake Forest University School of Law (2001)
Member, Wake Forest Law Review

Licensure & Organizations:

Member and Licensed Attorney, North Carolina State Bar (2001-present)
Admitted to practice before the United States Supreme Court, North Carolina Supreme Court, United States District Courts for the Eastern, Middle, and Western Districts of North Carolina, and the United States Court of Appeals for the Fourth Circuit

Member, Forsyth County and 21st Judicial District Bar Association

Founder & Member, Called To Bless (Nonprofit Ministry)

Board Member, iTEDIUM

Board Member & Treasurer, Cooperative Baptist Fellowship of North Carolina

Coach & Volunteer for Youth Sports & Service Organizations

Tab 6 | Location in Proximity to Fernandina Beach

Location in Proximity to Fernandina Beach

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

U.S. Employee Benefits Services Group

8833 Perimeter Park Boulevard, Suite 802, Jacksonville, FL 32216

Brad Hoard, Managing Partner – (850) 339-2283 | jbhoard@usebsg.com

Mary Callahan, Account Executive – (904) 438-3259 | mcallahan@usebsg.com

All our staff are available as needed in-person or via virtual meetings.

Tab 7 | Compensation/Cost of Services

Compensation/Cost of Service

1. **Submittals shall include an annual service fee as part of their response to this RFP. The successful firm shall be compensated on an annual fee basis. Fees will be payable quarterly at the end of each quarter. 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.**

   We acknowledge and agree. For additional information, please refer to Tab 5, Question 7.

RFP 23-03 EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES

	Criteria	Total Weight
1	Scope and Quality of Services Proposed	20
2	Qualifications and experience of the staff assigned to the City to perform services	20
3	References provided by other clients with comparable services	10
4	Demonstrated ability of firm to provide all identified services	15
5	Location in proximity to Fernandina Beach	10
6	Cost of Services	25
		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		Gallagher Benefit Services, Inc		Gehring Group		Mark III Brokerage, Inc		US Employee Benefits	
			Total		Total		Total		Total		Total
1	Scope and Quality of Services Proposed	20	80.00	19	76.00	20	80.00	17	68.00	19	76.00
2	Qualifications and experience of the staff assigned to the City to perform services	19	76.00	19	76.00	19	76.00	15	60.00	14	56.00
3	References provided by other clients with comparable services	18	36.00	17	34.00	19	38.00	11	22.00	13	26.00
4	Demonstrated ability of firm to provide all identified services	21	63.00	20	60.00	20	60.00	17	51.00	16	48.00
5	Location in proximity to Fernandina Beach	18	36.00	19	38.00	13	26.00	16	32.00	18	36.00
6	Cost of Services	23	115.00	16	80.00	10	50.00	17	85.00	16	80.00
	Total		406.00		364.00		330.00		318.00		322.00

City of Fernandina Beach
RFP 23-03 Evaluation Committee Meeting
EMPLOYEE BENEFITS CONSULTING AND BROKERAGE SERVICES
March 31, 2023 – 1:30pm

Committee members present: Mark Foxworth, Denise Matson, Pauline Testagrose, Jeremiah Glisson, Katie Newton

Others Present: Joshua Rupp, Gehring Group; Kyle Stoekel, Brown & Brown Public Sector

Staff members present: Purchasing Agent Wanda Weaks

The meeting was called to order at 1:30PM by Purchasing Agent Wanda Weaks.

Five submittals were received for this Request for Proposal: Gehring Group, A Risk Strategies Company; US Employee Benefits; Brown & Brown Public Sector; Mark III Brokerage, Inc; Gallagher Benefit Services, Inc.

Individual scoring sheets, prepared by each committee member, were received prior to the meeting, and consolidated into one sheet, which tallied the total scores for each submittal. Based on the overall evaluation scoring the firms were ranked 1) Brown & Brown Public Sector; 2) Gallagher Benefit Services, Inc; 3) Gehring Group, A Risk Strategies Company; 4) US Employee Benefits; and 5) Mark III Brokerage, Inc.

Ms. Matson commented that all ratings were similar. Brown & Brown uses Employee Navigator, which the City already uses. Gehring met the City's needs, however, their cost was the highest. The consensus was that all the firms met the qualifications and would most likely do a good job for the City. The deciding factor was the price.

Ms. Testagrose concurred that cost was the driving factor.

Mr. Foxworth noted that cost was weighted at 25% of the total.

Ms. Newton noted that Brown & Brown has a Jacksonville office that would put them in close proximity to Fernandina Beach.

Mr. Glisson requested Brown & Brown designate a team for the City of Fernandina Beach.

Ms. Newton made a motion, seconded by Mr. Glisson, to recommend award of RFP #23-03 to Brown & Brown Public Sector. The motion carried, all being in favor.

A Resolution for City Commission approval will be prepared for the May 16, 2023, regular meeting agenda.

There being no further business for the committee, the meeting was adjourned at 1:39PM.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-79
Award of RFP 23-04 - Property, Casualty, and Workers Compensation Insurance Consulting Services

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-79.

SYNOPSIS: The City has maintained an excellent long-term relationship with Gallagher Risk Management (formerly Harden & Associates) to provide consulting/broker services in the marketing of Property, Casualty and Workers Compensation insurance, but has not openly solicited for such services for many years.

The City issued Request for Proposal (RFP) 23-04 to consider the selection of a Property and Casualty Insurance Broker to assist the Finance Department and represent the City in the marketing of property, casualty and workers' compensation insurance and to provide risk management services in selected areas at the direction of the City Comptroller.

Four proposals were received in response to RFP 23-04 and considered by the Evaluation Committee. Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown was ranked number one on the evaluation form and unanimously selected by the Evaluation Committee at its March 31, 2023, meeting. Following the notice of intent to award, Gallagher Risk Management filed a bid protest in accordance with Section 2-444 of the Municipal Code, stating that Brown & Brown is only able to solicit insurance proposals from one insurance carrier due to contractual obligations. The City Commission, at its May 2, 2023, regular meeting, considered the protest and directed the Evaluation Committee to reconvene to discuss the new information.

The Evaluation Committee met for a second time on May 8, 2023, to discuss the new information. Representatives from both Gallagher Risk Management and Brown & Brown submitted additional information to the Evaluation Committee for consideration and were present to answer questions. The Evaluation Committee subsequently voted 3-2 in favor of recommending Gallagher Risk Management be awarded RFP 23-04.

FISCAL IMPACT: The submittals were in the amounts of $65,000 for Brown & Brown and $75,000 for Gallagher Risk Management. The annual fee of the selected proposer will be allocated and budgeted in the property and casualty insurance accounts in all departments.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-79.

Denise Matson, Human Resources Director	4/21/2023
Pauline Testagrose, Comptroller	4/21/2023
Katie Newton, Legal Assistant	4/24/2023
Agnes White, Administrative Services Manager	5/1/2023
Pauline Testagrose, Comptroller	5/2/2023
Charles George, Interim City Manager	5/9/2023
Tammi E. Bach, City Attorney	5/9/2023

Denise K. Matson

Date: March 30, 2023

Submitted By: Denise Matson, Human Resources Director

COMMISSION ACTION: Adopt

RESOLUTION 2023-79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING RFP 23-04 TO _____ TO PROVIDE CONSULTING SERVICES FOR PROPERTY, CASUALTY AND WORKERS COMPENSATION INSURANCE IN THE AMOUNT OF _____ ANNUALLY; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with the City Purchasing Policies and Procedures, the City solicited a Request for Proposals (RFP 23-04) for Property and Casualty Insurance Brokerage Services; and

WHEREAS, the City received proposals from four firms – Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Gallagher Risk Management, Inc., Cecil W Powell & Company, HUB Public Risk Inc; and

WHEREAS, an evaluation committee was convened on March 31, 2023, to discuss and rank the proposals based on experience, qualifications, and proposed cost for the scope of work specified. The committee ranked Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown Inc. highest; and

WHEREAS, following the notice of intent to award, Gallagher Risk Management filed a bid protest in accordance with Section 2-444 of the Municipal Code, stating that Brown & Brown is only able to solicit insurance proposals from one insurance carrier due to contractual obligations; and

WHEREAS, the City Commission, at its May 2, 2023, regular meeting, considered the protest and directed the evaluation committee to reconvene to discuss the new information; and

WHEREAS, the evaluation committee met for a second time on May 8, 2023, and to discuss the new information. Representatives from Gallagher Risk Management and Brown & Brown submitted additional information to the evaluation committee for consideration and were present to answer questions. The evaluation committee subsequently voted 3-2 in favor of recommending Gallagher Risk Management be awarded RFP 23-04; and

WHEREAS, funding for this expense will be allocated and budgeted in the property and casualty insurance accounts in all departments.

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

SECTION 1. The City Commission hereby awards RFP 23-04 for Property, Casualty and Workers Compensation Consulting Services, to _____.

SECTION 2. The Interim City Manager and City Clerk, upon review by the City Attorney, are hereby authorized to execute an agreement with _____for a period of three years beginning October 1, 2023, through September 30, 2026, at an annual fee of $_____, with the option of two additional one-year renewals.

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

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



_____
TAMMI E. BACH
City Attorney

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.

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.

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 may be negotiated for an additional fee.
- Provide access to and consulting advice regarding the potential for utilizing new and emerging risk financing programs.

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.

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 CLIETS 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

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

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 Repondent'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 preform and furnish the work in accordance with the submittal documents.

It is the Respondent's sole responsibility to submit information related to the evaluation categories. The City is under no obligation to solicit such information if the Respondent fails to include it within their submittal. Failure to provide requested information may result in the rejection of the submittal, or a deduction in evaluation points at the sole discretion of the Evaluation Committee.

AWARD

Award recommendation will be awarded to the most responsive and responsible Respondent offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the award process.

Successful Respondent is required to have a Business License in the city where their home office is located. If Respondent's business office is located in the City of Fernandina Beach a business tax license is required.

RFP PACKAGE

Request for Proposal Documents and Specifications can be downloaded online at www.fbfl.us/bids. Any questions regarding the RFP package can be directed in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

CONTACT

Specification questions during the submittal period must be submitted in writing to Wanda Weaks, Purchasing Agent, at wweaks@fbfl.org.

Respondents are hereby put on notice that no contact will be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to Respondent questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the Respondent's responsibility to check the

City's website for Addenda prior to submitting their proposal. The deadline for questions is ten days before proposal opening.

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

GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **PREPARATION OF PROPOSAL –** REQUEST FOR PROPOSAL will be prepared in accordance with the following:
   a. The enclosed Contact Sheet/Proposal Form, attached hereto as "Exhibit A", must be used when submitting your REQUEST FOR PROPOSAL.
   b. All information required by the Contact Sheet/Proposal Form must be furnished. The Proposer must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
   c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.
   d. Alternate Proposals will not be considered unless authorized by the Request for Proposal.
   e. Proposers will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
   f. Proposers must make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Proposer of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq*.
   g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Request for Proposal.
   h. Deliveries are to be FOB Destination unless otherwise specified in the Request for Proposal.
   i. Deliveries are to be made during regular business hours.
   j. Proposals and Proposal prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the REQUEST FOR PROPOSAL.

2. **SUBMISSION OF PROPOSAL**
   a. Submittals and changes thereto must be enclosed in sealed envelopes and addressed as instructed. The name and address of the respondent, the date and hour of the Request for Proposal opening and the material or service must be placed on the outside of the envelope.
   b. REQUEST FOR PROPOSAL must be submitted on the forms furnished. Electronic Proposals will not be considered.

3. **REJECTION OF PROPOSAL**
   a. The City reserves the right to accept or reject any or all Proposals, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.

4. **WITHDRAWAL OF PROPOSAL**
   a. Proposals may not be withdrawn after the time set for the opening for a period of time as specified.
   b. Proposals may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE PROPOSAL

a. REQUEST FOR PROPOSAL and modifications received after the time set for the opening will not be considered.
b. Modifications in writing received prior to the time set for the opening will be accepted.

LOCAL, STATE, AND FEDERAL COMPLIANCE

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

7. AWARD OF REQUEST FOR PROPOSAL

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

8. NOT RESPONSIBLE FOR COSTS

a. The City will not be responsible for any cost incurred by a prospective Proposer in responding to this REQUEST FOR PROPOSAL.

9. BONDS

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

PROPOSAL BOND:

a. If the Base Proposal or the Base Proposal plus the sum of any alternates fall into the criteria above requiring a Proposal Bond, the Proposer must enclose a Certified Check or Proposal Bond with each Proposal. A Certified Check or Proposal Bond must be for an amount not less than five percent (5%) of the Proposal price and
must be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Proposer will not withdraw its proposal for a period of ninety (90) calendar days after Proposal closing time. Proposal Bonds or Certified Checks will be returned to unsuccessful Proposal within 10 days of proposal award. Successful proposers will receive their Certified Check or Proposal Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

a. In the event the Contract is awarded to the Proposer, Proposer will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds shall be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Proposer must forfeit its proposal security.
Payment and Performance Bond must be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.
The following exceptions to proposer providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security must be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security must be in the amount of the proposal.

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

a. Any questions about the REQUEST FOR PROPOSAL should be communicated per instructions in the REQUEST FOR PROPOSAL.

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The parties recognize that 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

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

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.

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.

EXHIBITS

EXHIBIT "A" **Contact Sheet**

EXHIBIT "B" **Public Entity Crimes**

EXHIBIT "C" **Drug-Free Workplace Certification**

EXHIBIT "D" **E-Verify Statement**

EXHIBIT "E" **Proposer Acknowledgements and Agreements**

EXHIBIT "F" **Conflict of Interest**

EXHIBIT "G" **Non-Collusion Affidavit**

EXHIBIT "H" **Disputes Disclosure**

EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Email: _____

Submitted By: _____

Title: _____

Accounting Contact:

Name: _____ Title: _____

Email Address: _____ Phone: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

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

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

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

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____
Notary Public
My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: _____

CITY: _____STATE: _____ ZIP CODE: _____

SIGNATURE: _____PHONE: _____

NAME (TYPED OR PRINTED): _____TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: _____Title: _____

Signature: _____Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

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

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

My name is_____and my relationship to the entity named above is_____.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

My name is_____and my relationship to the entity named above is_____.

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

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

Firm	Date
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-04
PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

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

ADDENDUM No. 1

The following changes are applicable to the original documents and specifications of **RFP 23-04**. This Addendum No.1 now becomes part of the original Request for Proposal and shall be acknowledged by attaching a copy of this Addendum, signed by an authorized representative of the person or firm submitting the proposal. Failure to do so may disqualify the bid submittal. Submitters shall thoroughly familiarize themselves with the contents of this Addendum before submitting the proposal.

NAME: _____TITLE: _____

ADDRESS: _____

CITY: _____STATE: _____

AUTHORIZED SIGNATURE: _____DATE: _____

CITY OF FERNANDINA BEACH, FLORIDA
ADDENDUM NO. 1
For RFP 23-04
PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

1. Please advise the name and contact number of the current local insurance broker.

   Shaun Woleshin, ARM-P
   Harden - A Gallagher Company
   501 Riverside Ave, Ste 1000
   Jacksonville, FL 32202
   904-548-2302
   shaun_woleshin@aig.com

City of Fernandina Beach

RFQ # 23-04

Property & Casualty Insurance Brokerage Services

Response Prepared By:

Risk Management Associates, Inc. dba
A wholly owned subsidiary of Brown & Brown, Inc.
Brown & Brown Public Sector

Michelle Martin, CIC – Senior Vice President
300 North Beach Street
Daytona Beach, FL 32114
(386) 239-4047

Submittal Date: March 21, 2023 at 2:15 PM

ELECTRONIC COPY

Brown & Brown

City of Fernandina Beach

Request for Proposal 23-04

Property and Casualty Insurance Brokerage Services

	Tab
Cover Letter & Forms	**1**
Firm Qualifications	**2**
Qualifications & Experience of Person(s) Assigned	**3**
References	**4**
Ability to Furnish Required Services	**5**
Location	**6**
Compensation / Cost of Service	**7**

Brown & Brown

Tab 1

Cover Letter & Forms

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 the Project Manager and in which office they are located.**

Cover Letter/Executive Summary

On behalf of Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc., we are pleased to present many compelling reasons why our company is best suited to serve the City of Fernandina Beach.



Market Presence

5th largest insurance broker in the United States of America – $22+ Billion in premiums placed on behalf of our clients providing them unparalleled access to market and quote options.



Public Sector Experience

Our service office works only with public entities, so we are 100% focused on your business every day. We represent more Florida Governments than any other broker, with over 200 public entity clients. We also provide a nationwide network of public entity specialists to ensure the best governmental products and services in the country.



Homegrown Florida Company

Founded in 1939 in Daytona Beach, our company remains proudly Florida domiciled. Brown & Brown is the largest broker in Florida, with 60 Florida offices providing a myriad of industry support services.



Local Presence

The City's proposed service team is located in our Corporate Headquarters in Daytona Beach (300 North Beach Street, Daytona Beach, FL 32114). In addition, affiliated offices in Jacksonville, FL provide retail services, NFIP flood, and wholesale brokerage operations.



The A-Team

Michelle Martin, Sr. Vice President and 30+ year industry veteran, will serve as Project Manager of your team of Property & Casualty service professionals. A dedicated Account Executive and a Public Risk Advisor will also be provided to the City. In addition, the City will have access to our Claims Specialist.



Key Partnerships

We are proud to foster relationships with companies and industry experts in government that will bring value to the City's risk management program. Of utmost importance to the City is that our office is the largest broker by volume for the City's current Property, Liability and Workers' Compensation insurance carrier, the *Preferred* Governmental Insurance Trust. It will be critical for the City to utilize the best negotiating power available for this year's renewal.

Brown & Brown's rich corporate culture spans 84 years. From our early beginnings from a family-owned business in Daytona Beach to our current status as a $2,700,000,000 international industry leader, we have remained strong and focused in Florida. We have consistently grown because we have consistently invested in our personnel and infrastructure to continuously bring more to our customers.

Our knowledgeable, helpful staff goes over and beyond to be ensure accurate transactions and efficient use of the City's time. Our customers agree – we encourage you to reach out to the references provided. All references to our public entity experience are limited to those provided by this office that will serve the City, not an aggregation of national public entity business experience served by various offices and personnel that you may find with other competing agents/brokers.

Our team delivers industry-leading programmatic results and risk management resources, especially within the Public Sector. We strategically leverage market forces, spur competition, and as a result, can consistently bring the most viable insurance placements, program design, and risk management services to our clients. Throughout this response, our approach revolves around four main objectives that will exemplify why we are the best qualified firm to manage your Property & Casualty insurance needs:

1) Identify and transfer risk in accordance with the City's Vision and long-term goals
2) Reduce the City's Total Cost of Risk
3) Improve administrative efficiencies
4) Provide Concierge-Level Service including Loss Control, Claims Advocacy and Risk Consulting

Our strategies have been very successful. We have **never failed to improve** an entity's insurance program when taking over as the broker of record. We DO NOT STOP making improvements after the first year. It is our goal to assess individual client goals and stay ahead of the market pulse to negotiate program improvements perpetually.

We are a team of passionate, motivated, hard-working insurance industry leaders who are extremely excited and ready to work with the City on a new partnership focused on long-term goals and improvements to the City's current program with an injection of expertise, energy, and fresh ideas.

Sincerely,

Matthew Montgomery
Executive Vice President
(Authorized Company Officer)
Matthew.Montgomery@bbrown.com
(386) 239-7245 Direct Office
(386) 239-4049 Fax

Michelle Y Martin, CIC
Sr. Vice President
(Project Manager and RFP Process Contact)
Michelle.Martin@bbrown.com
(386) 566-3484 Mobile
(386) 239-4049 Fax

5) City Exhibits A-I. Include any applicable licenses/certifications.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

RISK MANAGEMENT ASSOCIATES, INC. DBA PUBLIC RISK INSURANCE ADVISORS

300 NORTH BEACH ST
DAYTONA BEACH FL 32114

Agency License Number L018706

Location Number: 133164

Issued On 09/14/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MATTHEW ROBERT MONTGOMERY
License Number : W162587

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	01/09/2014
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	10/04/2013

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jeff Atwater
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MICHELLE YVETTE MARTIN
License Number : A166553

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	6/8/1994

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual licensee record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jimmy Patronis
Chief Financial Officer
State of Florida



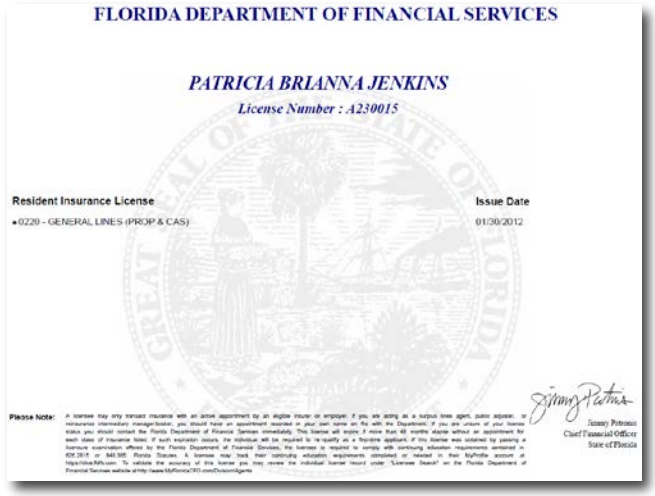
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

KYLE ROBERT STOEKEL
License Number : W210715

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	02/05/2015

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual licensee record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

PATRICIA BRIANNA JENKINS
License Number : A230015

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	01/30/2012

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual licensee record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MELODY A BLAKE
License Number : P086087

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	09/14/2006

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual licensee record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ALEXA PATRYCE GRAY
License Number : W399282

Resident Insurance License	Issue Date
• 0620 - ADJUSTER - ALL LINES	02/23/2021
• 0220 - GENERAL LINES (PROP & CAS)	05/15/2017

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.395, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual licensee record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

EXHIBIT "A"

CONTACT SHEET

Name: Risk Management Associates, Inc.

Federal Taxpayer ID: 59-2445801

Mailing Address: 300 North Beach Street

City, State, & Zip Code: Daytona Beach, FL 32114

Telephone: (386) 239-4047 **Fax:** (386) 239-4049

Email: michelle.martin@bbrown.com

Submitted By: Michelle Martin, CIC

Title: Senior Vice President / Public Risk Advisor

Accounting Contact:

Name: Michelle Alvarez, CPA **Title:** Accounting Leader

Email Address: michelle.alvarez@bbrown.com **Phone:** (386) 333-6035

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "A"

CONTACT SHEET

Name: Risk Management Associates, Inc.

Federal Taxpayer ID: 59-2445801

Mailing Address: 300 North Beach Street

City, State, & Zip Code: Daytona Beach, FL 32114

Telephone: (386) 239-4047 **Fax:** (386) 239-4049

Email: michelle.martin@bbrown.com

Submitted By: Michelle Martin, CIC

Title: Senior Vice President / Public Risk Advisor

Accounting Contact:

Name: Michelle Alvarez, CPA **Title:** Accounting Leader

Email Address: michelle.alvarez@bbrown.com **Phone:** (386) 333-6035

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-04 - Property & Casualty Ins. Brokerage Services

2. This sworn statement is submitted by (entity) Risk Management Associates, Inc. whose business address is 300 N. Beach St. Daytona Beach, FL 32114 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2445801 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Matthew Montgomery and my relationship to the entity named above is Executive Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Signature Date: 3/20/2023

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20 day of March, 2023, and is personally known to me, or has provided _____ as identification.

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 270628

Robin Lee Russell
Notary Public
My Commission expires: 9/30/2026

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Risk Management Associates, Inc.

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

SIGNATURE: _____ PHONE: (386) 239-7245

NAME (TYPED OR PRINTED): Matthew Montgomery TITLE: Executive VP

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-04

Project Description: Property & Casualty Insurance Brokerage Services

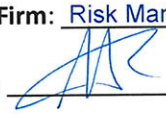
I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Risk Management Associates, Inc., a wholly owned subsidiary of Brown & Brown, Inc.

Authorized Signature: 

Title: Executive Vice President

Date: 3/20/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms. *Please see exceptions noted below

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: Matthew Montgomery Title: Executive Vice President

Signature: _____ Date: 3/20/2023

Our insurance will exceed the Insurance requirements in the RFP (see informational Certificate of Insurance on the next pages). Of particular note:

- Item B, page 12, requests a "Per Project" General Aggregate. Due to the nature of our business, our General Liability coverage applies on a Per Policy basis. You will find that our General Aggregate far exceeds the $3,000,000 requirement with a $20,000,000 limit including the Umbrella limits.
- Item B9, page 12, requests copies of actual policies. Brown & Brown legal counsel prefers not to provide copies of policies to any outside party. We will, however, provide updated Certificates of Insurance and/or other forms confirming appropriate insurance coverage.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2023

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

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

PRODUCER
Brown & Brown of Florida, Inc.
300 N Beach Street
Daytona Beach FL 32114

CONTACT NAME: Jayne McGraw
PHONE (A/C, No, Ext): (386) 239-5757 **FAX (A/C, No):** (386) 323-6190
E-MAIL ADDRESS: Jayne.McGraw@bbrown.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Property Casualty Company of America	25674
INSURER B :	The Continental Insurance Company	35289
INSURER C :	XL Specialty Insurance Company	37885
INSURER D :	The Charter Oak Fire Insurance Company	25615
INSURER E :	National Fire & Marine Insurance Company	20079
INSURER F :	Lloyds	

INSURED
BROWN & BROWN INC ET AL
RISK MANAGEMENT ASSOCIATES, INC.
PO Box 2412
Daytona Beach FL 32115

COVERAGES **CERTIFICATE NUMBER:** 23023 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			TC2JGLSA-9527B874-TIL-23	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			TJCAP-9527B862-TIL-23	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$ 50,000
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			60111849429	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-1R870198-23-51-K	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	INS AGENTS/BROKERS PROFESSIONAL LIAB E&O			US00106979EO23A	01/01/2023	01/01/2024	EA WRONGFUL ACT	20,000,000
							AGGREGATE	20,000,000

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

CERTIFICATE HOLDER
RISK MANAGEMENT ASSOCIATES INC
P O BOX 2416
DAYTONA BEACH FL 32115

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

AUTHORIZED REPRESENTATIVE
Doug Beasley

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	BROWN & BROWN INC ET AL
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CYBER LIABILITY COVERAGE:

POLICY #B0146CYUSA2301654-CARRIER F-LLOYDS-EFF 1/1/23-1/1/24-LIMIT $10,000,000

POLICY #42-EPP-319442-02-CARRIER E-NATIONAL FIRE & MARINE INSURANCE COMPANY-NAIC #20079-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY PER CLAIM/AGGREGATE $5,000,000 EXCESS OF $10,000,000

POLICY #B0146CYUSA2301659-CARRIER F-LLOYDS-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY EACH CLAIM/AGGREGATE $15,000,000 EXCESS OF $15,000,000

POLICY #USF01039623-CARRIER G-ALLIANZ GLOBAL RISKS US INSURANCE COMPANY-NAIC #35300-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY EACH CLAIM/AGGREGATE

POLICY #PEO 0201 0413-CARRIER H-ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY-NAIC #41718-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY EACH CLAIM/AGGREGATE

DATA BREACH = INFORMATION SECURITY & PRIVACY INSURANCE WITH ELECTRONIC MEDIA LIABILITY

MEDIA INTELLECTUAL PROPERTY LIABILITY, NETWORK SECURITY AND PRIVACY LIABILITY, CYBER EXTORTION, SOCIAL ENGINEERING, REPUTATION HARM AND CRYPTOJACKING IN THE AGGREGATE FOR CLAIMS, COSTS AND DAMAGES

WORKERS COMPENSATION COVERAGE (AZ, WI, MA):

POLICY UB-1R861269-23-51-R-INSURER A-TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA-WORKERS COMPENSATION--EFF 1-1-23 TO 1-1-24, LIMITS 1,000,000/1,000,000/1,000,000 - COVERS AZ, WI, MA

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-04-Property & Casualty Ins. Brokerage Services

This sworn statement is submitted by (entity) Risk Management Associates, Inc whose business address is 300 N. Beach St. Daytona Beach, FL 32114 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2445801 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Matthew Montgomery and my relationship to the entity named above is Executive Vice President

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

_____ 3/20/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20 day of March, 2023, and is personally known to me or has provided _____ as identification.

Robin Lee Russell My Commission expires: 9/30/2023
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP 23-04 Property & Casualty Ins. Brokerage Services

This sworn statement is submitted by (entity) Risk Management Associates, Inc. whose business address is 300 N. Beach Street, Daytona Beach, FL 32114 and (if applicable) Federal Employer Identification Number (FEIN) is 59-2445801 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Matthew Montgomery and my relationship to the entity named above is Executive Vice President

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

_____ 3/20/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Volusia

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20 day of March, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 9/30/2023
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

YES___ NO__X_____

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

YES_____NO___X_____

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

YES_____NO__X_____

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

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

Risk Management Associates, Inc. — Firm

3/20/2023 — Date



Authorized Signature

Matthew Montgomery, Executive Vice President — Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Brown & Brown

Tab 2

Firm Qualifications

Tab 2: Firm Qualifications

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.

Our Company

Brown & Brown, Inc. was founded in 1939 (**in business for 84 years**) in Daytona Beach and has since grown to be the largest insurance intermediary in Florida and the 5th largest in the United States. We have over 450 offices in **the United States, England, Ireland, Canada, Grand Cayman, and Bermuda**, housing **more than 15,000 teammates**. We provide products and services to many industries in the USA and abroad.

Powered by a culture that values high performance and perseverance, Brown & Brown is arguably the most efficient operating platform in the insurance brokerage business. We consistently deliver high-quality solutions and services to a broad array of customers. Our entrepreneurial culture is built on integrity, innovation, superior capabilities, and discipline. We view insurance differently and use our experience, carrier relationships, and principled customer focus to deliver first-class service and solutions.

Brown & Brown began in Florida, and Florida remains one of our largest operations, including:

- **60 Florida** offices with more than **2,500** teammates.
- **$2.6 Billion** of insurance premiums placed in Florida.
- Outside of our Daytona Beach headquarters, operations include offices in: *Jacksonville, Tallahassee, and Atlanta, GA.*
- Customer-focused, ethical, transparent, and long-term operating model
- Stringent quality control and operating system requirements
- Significant investment in people and technological development to best serve our clients
- Direct access to national public entity and other subject-matter experts

One of our core philosophies, as communicated by Mr. J. Hyatt Brown, Chairman of Brown & Brown, illustrates our culture and corporate commitment:

"The best way is almost always the most difficult way. Long term success involves conflict with those who are not disciplined or committed. Our model is designed to allow those uncommitted, undisciplined people to find other companies whose focus is not forever."
J. Hyatt Brown

The Brown & Brown Public Sector team is a highly specialized unit of insurance advisors trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers and lower their cost of risk; all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients and their staff.

Company Snapshot: Brown & Brown, Inc.

- ✓ Publicly traded Florida Corporation **formed in 1939 (operating for 84 years)**
- ✓ Financial strength - **$3.6 Billion annual revenues**
- ✓ Customer-focused, ethical, transparent, and long-term operating model
- ✓ Stringent **quality control** and operating system requirements
- ✓ Significant investment in people and **technological development** to best serve our clients
- ✓ Direct access to **national public entity** and other subject-matter experts

The key components of our service offering include the following:

- » Risk Management Program Philosophy / Short and Long-term Planning Objectives
- » Risk Exposure Identification and Analysis
- » Insurance Program Design, Marketing, and Placement within Budgetary objectives
- » Global Market Relationships and Unfettered Access
- » Concierge-Level Service and Administrative Support
- » Claims Advocacy and Disaster Planning
- » Safety & Loss Control and Claims Mitigation Strategies
- » Insured Asset Schedule Management
- » Communicate Legislative Impacts, Industry Trends and Market Conditions

Resources and Services

Aviation Enterprise Team

PROPERTY & CASUALTY

Aviation Services

Supporting the Navigation of Your Flight Path



Overview

Aviation risks are unique and complex – regardless of your scope of operation. Brown & Brown has a risk management team dedicated to aviation that works with you and your team to gain a better understanding of your needs and identify, assess and help to manage the potential risks in your flight path.

How We Can Help

Our team consists of experienced aviation professionals who are not only licensed pilots, but also have the specialized knowledge needed to navigate the aviation insurance marketplace. We use this knowledge to consult on a diverse spectrum of aviation risks.

- **Direct Access:** We do not use domestic wholesale brokers, which allows our team to negotiate directly with insurance companies. As a result, you receive prompt service and expedited delivery of time-sensitive documents.
- **Accidents Happen:** Immediate first response is crucial in the aviation industry. Our team is accessible to help coordinate with claims professionals and deploy resources. We are accustomed to NTSB and FAA protocols, which enable us to communicate effectively in accident scene investigations.
- **Commitment:** To show our team's passion and commitment, we are actively involved with national and regional aviation organizations. These include the National Business Aircraft Association (NBAA), Aircraft Builder's Counsel (ABC) and the Aviation Insurance Association (AIA).
- **Safety:** Safety is the cornerstone of our industry. Through select insurance partners, we offer state-of-the-art aviation safety programs for flight departments. Some of these include:
  - Emergency Response Planning (ERP)
  - Safety Management Systems (SMS)
  - IS0-BAO Certification Phases I through III Implementation

Specialties

- Aircraft Hull & Liability
- Airport Liability
- Agricultural Aviation
- Aviation Products Liability
- Aviation General Liability
- Government & Municipal Aircraft & Airports
- Non-Owned Aircraft Liability
- Workers' Compensation
- Environmental Coverage
- Unmanned Aircraft Systems (UAS)

FEMA Public Assistance Coordination

Our vast experience in managing large property claims has led us to develop unique programs such as our FEMA Coordination program. This service was created in response to the difficulty that most public entities experienced in dealing with FEMA after the major storms in 2004.

Our first initiative was to gain an intimate understanding of the Stafford Act and its implications in providing public assistance funds in Florida. We then met directly with FEMA representatives in the Lake Mary Long Term Disaster Recovery office and quickly established a procedure and protocol with FEMA personnel that will improve their ability to expedite public assistance funds to our clients. For example, we have provided a current client property policy and schedule to FEMA in advance of any losses so that FEMA will not need to request this information directly from our clients. We have also coordinated the efforts of the insurance company's loss adjusters to better align with the data that FEMA requires on their Project Worksheets. These Project Worksheets are an integral part of FEMA's reimbursement process and can significantly slow the process if they are not completed accurately.

We are also committed to working directly with FEMA representatives and consultants to expedite every aspect of the public assistance process.

In the event of a major loss we will be assisting in every step of the insurance company claims process as well as the FEMA reimbursement process. We are confident that with the protocols in place we can effectively improve the expediting of claim payments and cash flows.

Exposure Identification Tool

RiskMeter Online™ CoreLogic®

A completely online resource providing on-demand hazard risk data. This in-house subscription is utilized to be sure the most accurate and complete underwriting data is provided to the property underwriters via the Property Schedule.

Real Time Data Available for individual sites includes:

- Distance to Coast
- Flood Zone Determination including distance from SFHA zone
- Storm Surge Score
- FEMA Flood Insurance Rate Map and panel number

Property Management Tools

Via Preferred Governmental Insurance Trust, there are many value-added resources available, including FREE property appraisals. We assist in scrubbing/reconciling property appraisals and implementing new values. We also will provide annual advice on trending of values.

In addition, we will make available, at no cost, a valuable web-based Property Asset Management Tool. This property management web-based platform is offered by Asset Works, an industry leading appraisal and asset management company. AMP provides the user with an easy and efficient tool to maintain tangible property data including; buildings, contents, property in the open, vehicles, mobile equipment and other fixed assets. AMP can greatly increase the integrity of data and has complete conversion capability for catastrophic modeling, proof of loss documentation and a plethora of property-based reports.



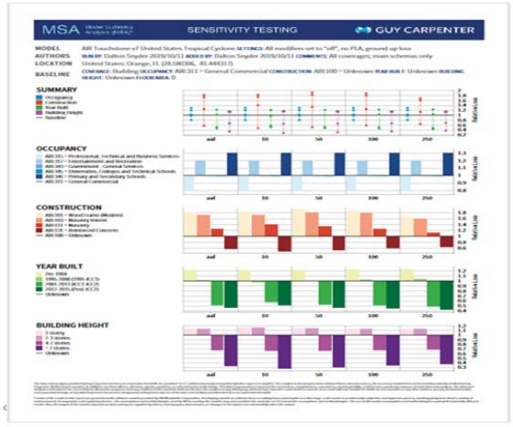
Property Modeling & Risk Analytics

We have a national contract with AIR Worldwide for access to their **Touchstone** Platform. The Touchstone Platform provides proprietary software-driven program analytics of individual client risk exposures on multi-layered interactive maps. These highly sophisticated analyses provide actionable data via Interactive mapping and client-specific geographic risk profiles, including:

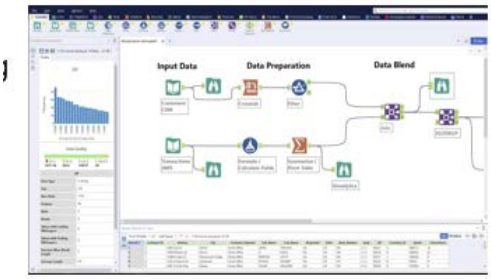
- Data analysis to reduce uncertainty, ensure accurate underwriting data, and preempt modeling formulas utilized by insurers to evaluate risk, set rate and coverage terms
- Custom catastrophe and non-catastrophic modelling analysis
- Visualize severe thunderstorm and windstorm risks
- Quality data analytics which measure true risk profiles
- Geo-visualization tool – Spatial Key

AIR® A Verisk Business

Data Auditing and Sensitivity Testing



Data Cleansing



Vendor Insurance Requirements

One of the most critical risk exposures to public entities is Contractual Risk. We are well-versed in contractual risk transfer techniques.

We have worked with many clients to assist with Vendor Insurance Requirements, including the following steps:

- **Standard Procurement/RFP template for insurance requirements**
- **Matrix for appropriate limits for different types of vendors/risks**
- **Training on how to check a Certificate of Insurance to the requirements**
- **Direct Assistance and review of individual contract verbiage, coverage and limit requirements, certificate review, and more.**

Note: Contract suggestions concerning risk transfer is provided from a Risk Management perspective only and is not legal advice.

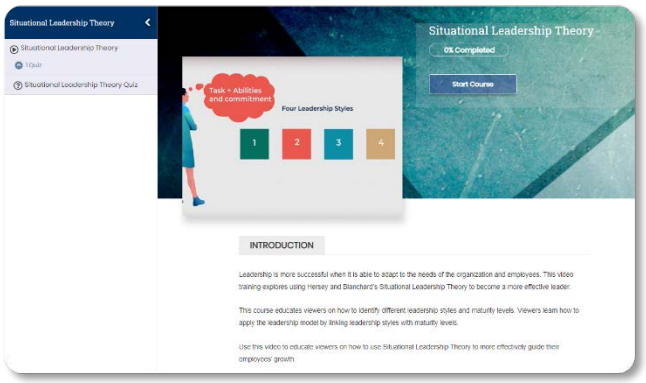
Online Training Resource

Streamery is an online streaming solution provided to our customers to facilitate the training of employees on the policies and procedures that build a safe workplace.

Streamery (f.k.a. TNN-Training Network Now) serves as a leader in the distribution of Safety, Management, Technology, and Human Resource training programs. They offer a variety of tools and solutions to help organizations comply with HR regulations and requirements, including OSHA, DOT and the EEOC. The innovative training platform includes over 700 videos on demand that can be streamed anytime, anywhere. The included Training Support Materials make this valuable resource the perfect tool for instructor led or individual training. Notable subjects include:

Defensive Driving
Emergency Planning
Active Shooter and Workplace Violence
Evacuation Procedures
Using Fire Extinguishers
First Aid- Until Help Arrives
Hazard Recognition
HIPPA Rules and Compliance

These work best when led by a supervisor or trainer from an individual department. The trainings are short (5-20 minutes on average), so are perfect for use in weekly safety meetings!





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 e~~mployee benefits program or other business objectives.

Training and Education

Our greatest expertise arises out of our experience with governmental clients at every size and every risk tolerance. We represent clients as small as 10 employees and as large as more than 50,000 employees. Those clients have risk management programs which range from 1st dollar, to almost completely bare from an insurance perspective. That experience allows us to bring expertise, ideas, and perspective from every possible angle within the industry.

From a training perspective, one of our on-staff strengths is guidance and development of Safety and Risk Policies and Procedures as described earlier in this Tab.

We offer corporate affiliates, carrier resources, and independent partners for loss control. There may be additional costs associated with this, and we offer further discussion concerning the needs of this service, plus additional verbiage to our contract to include services desired at an appropriate price point.

Safety and Loss Control

Safety is a key objective of our program, and a tailored loss control plan is the key to lowering the long-term cost of risk for the City. We will coordinate a highly qualified loss control representative for on-site training, safety audits, policy review, workers' compensation claim reduction and other activities at the direction of the City. We will be an active partner in assisting the City's loss control, safety and claim reduction efforts, and are committed to providing meaningful risk control tools and analysis. As such, our efforts will be tailored to the specific needs of the City and measured for cost effectiveness.

The City will be assigned a **Safety & Risk Management Consultant** to identify needs and deliver risk management resources. All our consultants have over 20 years of experience each. Customized on-site training is dependent upon the needs of the City. Some of the standard training topics include (but are certainly not limited to):

- Emergency and Hurricane Preparedness
- Defensive Driving
- Workplace ergonomics
- Job Hazard Analysis
- Employment Practices
- Mental Health/PTSD in the Workplace

Our Team will obtain, analyze, and monitor workers' compensation loss reports monthly and establish meetings with staff to review loss trends. We participate in claims reviews, mitigate claim issues, work directly with adjusters and defense counsel when necessary, and always seek to serve as an extension of our client's risk staff.

Brown & Brown will assist with the coordination of all resources available to the City.

Our overall approach is focused on proven insurance industry and risk management strategies which reduce your Total Cost of Risk. These can be broken down into the following categories.

- ✓ **Client Vision**
- ✓ **Risk Assessment**
- ✓ **Risk Management Consulting**
- ✓ **Risk Control Resources**
- ✓ **Market Research & Negotiation**
- ✓ **Program Design & Insurance Placement**
- ✓ **Concierge-level Service**
- ✓ **Industry Communications**



Other - Preferred Resources

Safety & Risk Management Services Overview



The success of any Public Entity is tied to its ability to protect and preserve its human and physical assets. This basic premise serves as the cornerstone of an effective safety and risk management program and underscores the importance of safety and risk management to the community. Preferred Loss Control Consultants are very aware of the valuable contribution that a comprehensive Loss Control Program can make to your bottom line.

To better serve our members, we provide a full complement of services, resources and support. All services and resources are free to Preferred members.

Below is a quick summary of the many resources provided to Preferred members:

- **Safety & Risk Management Consultative Services**

  The Preferred Loss Control Team provides safety and risk management consultative services based on the best practices of accident prevention and claims management. Through the development and implementation of a customized service plan, your Loss Control Consultant will assist you and your organization in reducing claims frequency/severity as well as controlling insurance costs.

- **Claims Management**

  Your Public Risk Underwriters of Florida Loss Control Consultant will assist with the coordination of Claims Reviews and Claims 101 training, which are provided by Preferred Governmental Claims Solutions (PGCS). The intent is to assist members with posturing claims for positive outcomes as well as educate members on the best practices of claims management.

- **Preferred TIPS Program**

  Provides a reimbursement of up to 50 percent for relevant safety equipment/risk management training up to a maximum of $5,000 per policy period.

- **Online Learning Center**

  An online training platform offering more than 700 training courses covering topics related to HR/employment practices, OSHA compliance, motor vehicle safety and cyber awareness.

- **Streaming Video Training**

  An on-line video streaming service offering an extensive video library of over 700 videos allows you to watch videos 24/7 on your preferred mobile device. Topics include transport safety, hazmat, workplace safety, construction safety and human resource/legal compliance.

- **Preferred Risk Management Resource Center**

  Available to members who have their EPLI coverage with Preferred. The Center provides access to numerous resources on employment law, cyber security, ADA website compliance, safety and emergency/disaster response, as well as access to Florida-based employment law experts. HR and cyber experts can be contacted via phone or email.

- **My Community Workplace**

  A valuable on-line resource that provides up-to-date information, expert commentary, cutting edge training and information on topics ranging from workplace sexual harassment and workplace discrimination to wrongful termination, cyber awareness, ethical behavior and child protection.

- **Preferred News**

  We provide a quarterly newsletter covering key governmental insurance issues, relevant articles and member news.

- **Preferred Seminars/Webinars**

  Educational seminars/webinars offered throughout the policy year on relevant topics that include presentations by Public Entity experts and Preferred's panel of defense attorneys.

Preferred GOVERNMENTAL INSURANCE TRUST

SERVICE- IT'S THE HEART OF WHAT WE DO

Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs **at no additional cost**.

Dedicated Loss Control Consultant provides:

- Onsite safety inspections
- General safety training
- Safety program development, review & evaluation
- Claims analysis & management
- Claims training and claim reviews
- Accident Review Board development & assistance

Preferred Risk Management Resource Center for POL/EPLI/CYBER lines:



- **Cyber Security Resources**
  - Breach health check
  - Customizable Incident Response Plan
  - Access to Cyber Security experts for guidance
  - Immediate crisis management & response
- **HR Helpline Services**
  - Access to Florida Based attorneys for guidance on employment related matters
- **ADA Website Compliance Resources**
  - WAVE by WebAIM accessibility evaluation tool
  - Expert guidance on ADA compliance

Vector Solutions – Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

Preferred Virtual Training Academy – Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.



Streamery – 24/7 mobile streaming from anywhere with over 700 training topics.

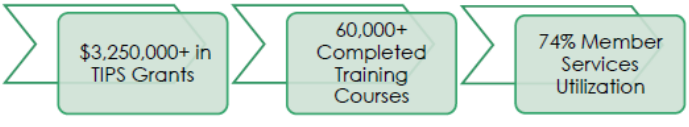
Preferred TIPS – 50/50 matching safety & loss control grant program up to $5,000.

24/7 claims reporting

Catastrophic Adjustment Teams

Special Investigation Unit

B.A.D.G.E. – Cardiac case management program



The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

YOUR MEMBER SERVICES & LOSS CONTROL TEAM



Kevin Meehan oversees the Loss Control and Member Services department and implements member service initiatives. He develops and improves educational training programs, member service platforms, and member safety incentive programs. He is ultimately responsible for increasing member engagement to improve member loss experience and reduce out of pocket costs.



Christopher H. Kittleson has more than 25 years of risk management and loss control experience. Chris has developed industry expertise in the areas of Public Entity Safety Program Development, Return to Work Programs, Regulatory Compliance, Accident Investigation and Safety Training. Chris graduated Cum Laude from St. Cloud State University with a BS in Engineering Technology. He earned his Associate in Risk Management (ARM) and Certified Playground Safety Inspector (CPSI) designations. He was awarded the 2013 Safety Professional of the Year Award by the South Florida Chapter of the American Society of Safety Engineers (ASSE). Chris has presented on behalf of National Associations and has published several articles in loss control and risk management trade publications



Pam Hancock has been in the insurance industry for the past 26 years and has worked primarily with governmental entities during her career. She provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members. Pam is a Certified ADA Coordinator.



Mike Marinan has a degree in Industrial Safety Engineering and over 37 years experience in the safety and risk management field. Mike's primary objectives include safety and loss control initiatives, reconciling issues between Preferred members and third-party claims administrators, and developing opportunities for the Trust's participants to gather knowledge, skills, and information to effectively govern and manage insurance costs. Mike is a member of ASSE, was appointed by the Governor to the Task Force on Workplace Safety and has provided multiple trainings to state agencies.



Mike Stephens has been involved with Loss Control and Member Services since 2004. Mike has completed the OSHA 501 Trainer Course in Occupational Safety and Health Standards (General Industry) and has attained certification as a Safety Auditor. Mike's safety awareness and dedication to customer service are what make him an essential part of the Member Services and Loss Control team. Mike is the resources and services coordinator and support specialist for all Preferred members.

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Preferred GOVERNMENTAL INSURANCE TRUST

PGIT

PERSONALIZED TOP-TIER CLAIMS SERVICE



PGCS LEADERSHIP TEAM



Fred Tucker, Vice President

Fred is responsible for the daily operations of PGCS. Fred began his career in the insurance industry as an independent adjuster in 1999, working his way into a management role with a national insurance agency where he led the risk services department. Fred joined PGCS in 2007 as a Senior Claims Specialist handling public entity automobile liability, general liability, employment liability with an emphasis on complex matters involving litigation management, working closely with defense counsel to ensure proactive handling of claims.



Cheryl Riley, Director of WC Claims

Cheryl is responsible for the overall direction and leadership of the PGCS workers' compensation claims unit. While at PGCS, Cheryl has steadily promoted and held the positions of Account Manager, Quality Assurance Manager and Workers' Compensation Claims Manager prior to her current position of Director of Workers' Compensation Claims. Cheryl's dedication to customer-centric solutions and focus on building strong 'partner' relationships has been successful for PGCS and its customers. Cheryl holds a Florida All Lines license, and has earned the designation of a Board Certified Workers' Compensation Litigation Claims Specialist.



Stacy Hargrove, Director of Liability Claims

Stacy Hargrove has more than 33 years of experience handling all types of liability claims and subrogation matters. She has held various positions within the claims industry and has proactively handled a variety of liability claim types including auto accident, slip and fall, premises liability, employer liability, and subrogation recovery; all with client accolades for excellent customer service and knowledge. Stacy has extensive litigation management experience and works directly with defense counsel in defending litigated claims. She has also monitored several trials and has been successful in partnering with her legal team to achieve favorable defense verdicts as well as other positive resolutions. Stacy has a wealth of knowledge in the liability arena and is an integral and valued member of the PGCS team.

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Preferred GOVERNMENTAL INSURANCE TRUST

DISASTER PREPAREDNESS AND RESPONSE- WE ARE WITH YOU EVERY STEP OF THE WAY

We take a multiprong approach to disaster response and recovery and it begins with **preparedness**. Our loss control consultants work with you to review and implement a disaster recovery plan that will stand up to the worst of disasters. We provide one on one training on the claims process and distribute an annual preparedness guide with an abundance of resources to make sure that you are ready should a disaster strike. We also provide hurricane kits so that you have the necessary policy information at your fingertips in the event of a power outage.

When a named storm is approaching, our field adjusters from Engle Martin are staged nearby with all contact and policy information for each member so that they can provide damage inspections immediately after a storm. Engle Martin uses cutting edge drone technology to identify damage mitigation opportunities that you may not have known existed. The EM adjusters also have access to prior appraisals and COPE data which helps streamline and expedite the claims process. This real time response enables us to get advance claim payments in your hands **within days**.

EM ENGLE MARTIN & ASSOCIATES
Adjusters & Claims Administrators

FIRST ONSITE PROPERTY RESTORATION

Preferred has partnered with First Onsite Property Restoration company to provide **turn-key emergency response mitigation and property restoration** with a 24/7 response including holidays and weekends. Their project managers will complete an initial scope and get the equipment you need to get back up and running immediately. First Onsite can supply backup generators, portables or temporary structures, and anything else you need. The project manager from First Onsite will provide a seamless delivery of service to get you back to your pre-disaster state. If your preference instead is a local contractor, you can use any vendor that you choose or select from our preapproved list of vendors. Payments can be made directly to vendors for a seamless process.

To finalize your claim, we provide a claim resolution packet which includes all documentation to support your claim in addition to FEMA closeout assistance.

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Brown & Brown

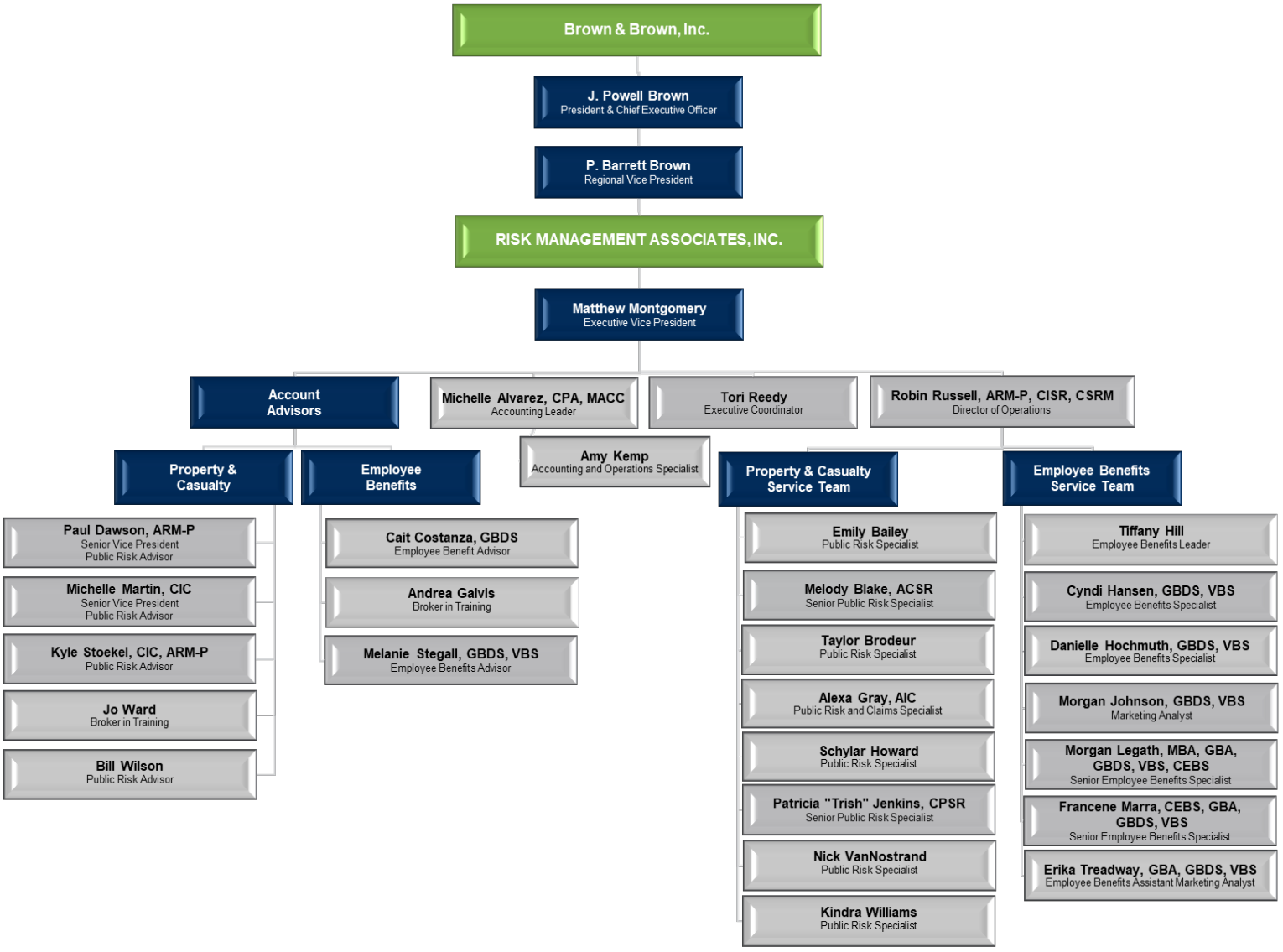
Tab 3

Qualifications & Experience of Person(s) Assigned

Tab 3: Qualifications & Experience of Person(s) Assigned

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.**

Matthew Montgomery is the Executive Vice President and leader of the proposed servicing office. Our legal name is Risk Management Associates, Inc., and our operating name is Brown & Brown Public Sector. Mr. Montgomery reports to Regional President, Barrett Brown. Our President and CEO is Powell Brown, and Chairman of the Board is Hyatt Brown. Annual Reports to our Shareholders and a list of our Corporate Board of Directors can be provided upon request or viewed at www.bbinsurance.com.



Management Team Member	Responsibilities
Matthew Montgomery Executive Vice President **Estimated Time for City: As Needed**	* Executive oversight of Brown & Brown servicing office * Authorized to execute contracts * Governmental operations specialist * Executive level communications and presentations * Interaction with legislative developments
Robin Russell, ARM/CISR/CSRM Director of Operations **Estimated Time for City: As Needed**	* Oversees day-to-day operations of service team * Monitors processes and procedures * Maintains quality control standards * Constant development of customer service resources
Michelle Martin, CIC Sr. Vice President/Public Risk Advisor **Estimated Time for City: Weekly**	* Oversees all aspects of insurance program placements and broker services * Claims advocacy resource * Oversees technical approach, strategy, program review, analysis, insurance program design, marketing and negotiations
Kyle Stoekel, CIC, ARM-P Public Risk Advisor/Account Executive **Estimated Time for City: Weekly**	* Designated full-time backup to Ms. Martin * Execute all aspects of insurance program placements and broker services * Risk Management service and analysis, claim review and response advocate, overall program implementation
Trish Jenkins Public Risk Specialist **Estimated Time for City: Weekly**	* Day-to-day communication and policy servicing * Primary contact for all policy services * Quote/Binder/Policy review for accuracy * Invoicing, certificates and general inquiries * Property, Auto and Inland Marine schedule maintenance * Creation and assembly of reports, claims data and loss history summaries
Melody Blake, ACSR Public Risk Specialist **Estimated Time for City: As Needed**	* Senior account manager backup to assist in Marketing and Program design. * Backup to Ms. Jenkins and Ms. Gray as needed.
Alexa Gray, AIC Public Risk and Claims Specialist **Estimated Time for City: Weekly**	* Designated full-time Backup to Ms. Jenkins * Additional contact for all service & Certificates of Insurance * Claims processing and handling * National Flood Insurance Program (NFIP) specialist
Chris Kittleson, ARM Director of Loss Control Technical **Estimated Time for City: As Needed**	* Employed by sister company, Public Risk Underwriters * Oversight of In-house Loss Control Resource * Experts in safety and loss mitigation techniques

The Team

Our team's collective experience exceeds **300 years**, and all teammates are encouraged to continue their pursuit of knowledge by continuing educational endeavors. As a result, most teammates hold professional insurance/risk designations, including:

- Bachelor of Science – Risk Management/Insurance and Finance
- ARM – Associates in Risk Management
- RMPE – Completion of Risk Management for Public Entities course
- CIC – Certified Insurance Counselor
- CISR – Certified Insurance Service Representative
- CRM – Certified Risk Manager
- CSRM – Certified School Risk Management

The entire team of insurance professionals at Brown & Brown are cross-trained and educated on our portfolio of accounts, which provides continuity and exceptional service standards. Brown & Brown's proactive approach includes establishing a calendar of events with our clients which maintains the insurance program in real-time and assures that we are aware of and available for important meetings or events. This includes communication expectations and reporting requirements. It is our service model to immediately identify and document client expectations and to meet those needs on a daily and on-going basis.

Executive and Operational Leaders

Matt Montgomery

Executive Vice President

Mr. Montgomery leads Brown & Brown public sector with 20 years of experience in Federal and State Government. Matt's expertise is particularly valuable for direct assistance with government agencies, presentations to executive staff and governing Boards, and other meetings as needed. Matt also provides high-level support to all aspects of client services.

MATTHEW MONTGOMERY	
	**Executive Vice President**
	Florida State University, BS Degree, Philosophy
	Brown & Brown – 2013 to Present **Florida DHSMV – 2012 to 2013** **Southern Strategy Group – 2007 to 2012** **US Senate Office – 2002 to 2007**
	2-20 General Lines Agent License, State of Florida **2-15 Life, Health, & Variable Annuities License, State of Florida**
	9 years Florida Public Entity Insurance Focus **20 years of Florida Governmental Experience**

Robin Russell, ARM-P, CISR, CSRM

Director of Operations

Ms. Russell oversees customer service delivery and quality control. With a Risk Management degree from Florida State University, Robin has focused in public entity insurance and risk management for 19 years. She is also charged to constantly improve Brown & Brown's service offerings, including technological efficiencies to assist our clients, including:

ROBIN RUSSELL, ARM-P, CISR, CSRM



Director of Operations

Florida State University,
B.S. Risk Management/Insurance & Finance

Brown & Brown – 2004 to Present
State Farm – 1998 to 2004

Certified Insurance Service Representative (CISR)
Certified School Risk Management (CSRM)
Associate in Risk Management for Public Entities (ARM-P)

2-20 General Lines Agent License, State of Florida
2-15 Life, Health, & Variable Annuities License, State of Florida
1-20 Surplus Lines License, State of Florida

19 years of Florida Public Entity Experience

- Customized service delivery plans and teammate workload allocations
- Asset schedule and policy management
- Technology development and education
- Continuous enhanced customer services implementation
- Contract and coverage expertise
- Legal and quality control

Project Team

Michelle Martin, CIC
Senior Vice President and Public Risk Advisor

MICHELLE MARTIN, CIC	
	Senior Vice President / Public Risk Advisor
	University of Central Florida, B.A. Business Administration/Finance
	Certified Insurance Counselor (CIC) Risk Management for Public Entities (RMPE)
	Brown & Brown – 1990 to Present
	2-20 General Lines Agent License, State of Florida
	18 years of Florida Public Entity Insurance Experience 33 years Insurance Brokerage Experience Associate Board Member SW FL PRIMA

Ms. Martin is responsible to direct and implement all deliverables for this project. Michelle's professionalism and expertise in the industry has been exemplified by her commitment to and representation of Florida governmental entities. Throughout the contract year, Michelle will oversee insurance submissions, marketing, negotiation, and presentation of insurance program design. She will be responsible for the delivery of related resources including claims advocacy, asset and other insurable financial analysis and valuations, loss control and other services.

- 33 years' experience includes Marketing Manager for corporate office, negotiation, and placement of alternative risk transfer mechanisms for US and European commercial business.
- Since 2005 (18 years), sole focus on public entity program management.
- Insurance and self-insurance program and policy design
- General Risk Management consulting and daily Q&A with clients
- Local government financing and budgeting
- Application of Public entity law (Florida Statues, procurement, court rulings, etc.)
- Claims advocacy, including extensive hurricane recovery experience
- Informational and educational presentations to both public entities and industry organizations

Kyle Stoekel, CIC, ARM-P
Account Executive and Public Risk Advisor

KYLE STOEKEL, CIC, ARM-P	
	Public Risk Advisor
	University of Florida, Bachelor of Science Degree Interdisciplinary Studies
	Brown & Brown – 2014 to Present
	Certified Insurance Counselor (CIC) Associate in Risk Management for Public Entities (ARM-P)
	2-20 General Lines Agents License, State of Florida
	8 years of Florida Public Entity Experience

Kyle will serve as a vital resource for the day-to-day services, as well as be available for in-person meetings. He will serve to coordinate all insurance placement and assist with all deliverables of this project. Throughout the contract, Kyle will engage in insurance submission, marketing, negotiation, presentation of coverage, program design and financial analysis. Kyle has extensive experience with insurance marketing, cyber risk and insurance, property valuations and risk management for high catastrophe prone exposures.

Trish Jenkins, CPSR

Senior Public Risk Specialist

TRISH JENKINS, CPSR

Senior Public Risk Specialist
Certified Professional Service Representative (CPSR)
Brown & Brown– 2010 to Present N.T. Vincent Ins. – 2000 to 2010
2-20 General Lines Agents License, State of FL
23 years Industry Experience 13+ years of Florida Public Entity Experience

Our Public Risk Specialists are responsible for the daily service needs of our clients. Ms. Jenkins is well versed in responding to service requests, issuing certificates of insurance, maintaining property, vehicle, and equipment schedules, claims handling as well as general requests for service. Ms. Jenkins boasts an impressive record of accurate, quality service and routinely receives accolades from her clients. She currently handles some of Brown & Brown's largest and most complex clients and is well trained and experienced in handling custom self-insured insurance programs.

Key functions include but are not limited to:

- Quote/Binder/Policy review for accuracy
- Proposal/Binder/Policy delivery
- Invoicing, certificates, and general inquiries
- Audits and premium adjustments
- Property, auto and inland marine schedule maintenance
- Provide up-to-date schedules of insurance coverage
- Creation and assembly of reports, claims data and loss history summaries

Alexa Gray, AIC

Public Risk and Claims Specialist

ALEXA GRAY

Public Risk and Claims Specialist
Univ. of Central Florida, B.S. Daytona State College, A.A.
Brown & Brown – 2017 to Present
2-20 General Lines Agents License - FL 6-20 Claims Adjusting License - FL Associate in Claims (AIC)
6 years Florida Public Entity Experience

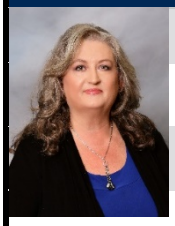
Alexa is a dedicated, daily backup to Ms. Jenkins, assisting with policy management, Certificate of Insurance issuance and review, claims reporting, claims file management, and NFIP Flood program policy administration. Alexa also provides backup for Certificate-related questions and other administrative projects.

Melody Blake, ACSR

Senior Public Risk Specialist

Our Public Risk Specialists are supported by a team environment. Ms. Blake provides daily support to our service team with her over 30 years' industry experience. She is well versed in responding to service requests, issuing certificates of insurance, maintaining property, vehicle, and equipment schedules, claims handling as well as general requests for service.

MELODY BLAKE, ACSR



Senior Public Risk Specialist

Accredited Customer Service Representative (ACSR)

Brown & Brown– 2010 to Present
Beskin & Associates – 1990 to 2010

2-20 General Lines Agents License, State of FL

33 years of Industry Experience
13 years of Florida Public Entity Experience

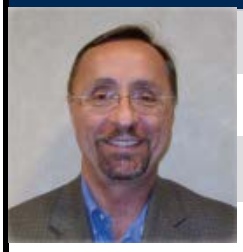
Christopher Kittleson, ARM, CPSI

Director of Loss Control Services

Public Risk Underwriters of Florida, Inc., a wholly owned subsidiary of Brown & Brown, Inc., oversees Safety and Loss Control Services to over 400 public entities in Florida. Mr. Kittleson provides expert advice regarding risk identification and control in the field and at the employee level. Areas of focus include:

- Safety Training
- Safety Program Review & Evaluation
- Accident Review Board Development and Guidance
- Specialized Programs and Services

CHRISTOPHER KITTLESON, ARM, CPSI



Director of Loss Control Services
Public Risk Underwriters of Florida

St. Cloud State University, MN
B.S. Engineering Technology

Public Risk Underwriters
2007 to Present

OSHA Certified Educator
American Society of Safety Engineers
National Safety Council Certified
Defensive Driving Instructor
Certified Playground Safety Inspector

30 Years' Experience

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.**

Brown & Brown will provide a unique team for your daily service needs.

Sr. Vice President – Project Manager

Michelle Martin is ultimately responsible for the City's satisfaction with products and services utilized by the City. She interacts daily with her clients to maintain our office's commitment to concierge-level service.

She currently handles 30 accounts including Cities, Counties, School Districts, and Special Taxing Districts. The accounts range in size from fully insured Towns to large, self-insured Counties and School Districts.

Time allotment for each account depends on the time of year of renewal (which varies – not all are 10/1), specific needs, special projects, claims activity, etc.

Account Executive

In order to ensure outstanding service delivery for all her clients, Kyle Stoekel provides Account Executive services to Michelle's client base. This includes a dedicated backup in the event Ms. Martin is out or unavailable, and is an added level of service to the Team's clients.

Kyle has the flexibility to address developing issues. For example, Kyle has focused in understanding and communicating the emerging risks of Cyber Insurance the past few years. In the past 6 months, Kyle has been focused on assisting clients with Property Valuations. Valuation updates has become a driving issue in today's current hard market, and our valuation trend review services have been invaluable to our clients.

Time allotment for each account depends on the time of year of renewal (which varies – not all are 10/1), specific needs, special projects, claims activity, etc.

Senior Public Risk Specialist (Daily Customer Service)

Trish Jenkins is responsible for oversight of 63 fully insured accounts. Her accounts have a low number of policies - similar to the City of Fernandina Beach - as many of the coverages are wrapped together into single "Package" policies. A majority of the policies she manages are also placed with the Preferred Governmental Insurance Trust, the City's current carrier.

Our Service Team is available to execute daily service requirements Monday-Friday from 8 AM to 5 PM. In the event Ms. Jenkins is out, a senior Public Risk Specialist will be assigned as backup and our entire service team is cross-trained and available to assist in times of high-volume. In addition, Alexa Gray is Ms. Jenkins' dedicated backup in the event she is out or unavailable, and is an added level of service to the Team's clients.

Time allotment for each account depends on specific needs, special projects, claims activity, etc.

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Tab 4
References

Tab 4: References

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.

Client Name:	**City of Dania Beach**
Address:	100 W. Dania Beach Blvd, Dania Beach, FL 33004
Key Contact:	Linda Gonzalez, Chief Human Resources Officer/Risk Management
Phone & Email:	(954) 924-6800 x3608 | lgonzalez@daniabeachfl.gov
Size of Organization:	Population: 31,723
Years of Performance:	2001 - Present
Scope of Work	Agent for all Property & Casualty lines of coverage plus Consulting Services for Contractual Risk Transfer

Client Name:	**City of Naples**
Address:	735 8th Street South, Naples, FL 34102
Key Contact:	Lori McCullers – Deputy HR Director/Risk Manager
Phone & Email:	(239) 213-1833 | lmccullers@naplesgov.com
Size of Organization:	Population: 19,115
Years of Performance:	2002 - Present
Scope of Work	Broker Services for all Property & Casualty lines of coverage

Client Name:	**Flagler County BOCC**
Address:	1769 E. Moody Blvd, Building 2, Bunnell, FL 32110
Key Contact:	Samantha Whitfield, Risk Control Manager
Phone & Email:	(386) 313-4032 | swhitfield@flaglercounty.gov
Size of Organization:	Population: 112,067
Years of Performance:	1999 – Present
Scope of Work	Broker Services for all Property & Casualty lines of coverage

Client Name:	**City of Jacksonville**
Address:	117 West Duval Street, Jacksonville, FL 32202
Key Contact:	Tracy Flynn, AIC, AIS – Chief of Risk Management
Phone & Email:	(904) 255-5310 | tflynn@coj.net
Size of Organization:	Population: 954,614
Years of Performance:	2018 - Present
Scope of Work	Broker Services for all Property & Casualty lines of coverage

Client Name:	**City of Bunnell**
Address:	604 East Moody Blvd, Unit 6, Bunnell, FL 32110
Key Contact:	Debra Winson, Accountant
Phone & Email:	(386) 437-7500, Option 3
Size of Organization:	Population: 3,456
Years of Performance:	2003 – Present
Scope of Work	Broker Services for all Property & Casualty lines of coverage

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Tab 5

Ability to Furnish Required Services

Tab 5: Ability to Furnish Required Services

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.**

Qualifications & Experience

In Florida, Brown & Brown Public Sector's sole focus is providing insurance placement and risk management services to governmental entities. Representing small towns and special districts, to large cities and counties, including the State of Florida, we have a deep understanding of your needs. Lines of insurance placed include Property, Casualty, Workers' Compensation, Surety/Bonds, Accident & Health, Life, Medical, and all specialty and ancillary lines. We utilize insurance products to include 1st dollar package programs, to multi-carrier self-insured program designs. For self-insureds, the appropriate strategies and expertise are readily available to provide necessary analytics, value-added resources, and consultative servicing staff.



Unparalleled capacity to serve the needs of local governments:

- Dedicated service team working exclusively for **Florida local governments** in all capacities surrounding risk and human resources.
- Access to highly experienced public entity resources including **Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.**
- Only retail office in Florida **100%** committed to Florida's public entities
- We place **$175 million of annual premiums** for our Florida clients
  - Brown & Brown public sector currently represents over **200** of Florida's governmental entities
    - 22 Counties
    - 75 Cities
    - 7 Public School Districts
    - 7 Public Universities
    - *State of Florida*
    - 100+ Special Taxing Districts
    - 20 public airports

Partial Client List

Below is listing of our Florida public entity clients with attributes similar to that of the City of Fernandina Beach. A full Client List can be provided on request. Most of the clients below have been working with our Team for 5-10 years or more.

- City of Jacksonville
- City of Miami
- City of Ft. Lauderdale
- City of Treasure Island
- City of Weston
- Town of Highland Beach
- City of Springfield
- Town of Jupiter
- City of Lake Worth Beach
- City of Auburndale
- City of Jacksonville Beach
- City of Bellevue
- City of Bunnell
- City of Marco Island
- City of Marathon
- City of Naples
- City of Indian Shores
- City of Madeira Beach
- City of Punta Gorda
- City of Dania Beach
- City of Lighthouse Point
- City of Deltona
- City of Plantation
- City of Lauderhill
- City of North Miami
- City of North Port
- City of Palm Bay
- Sebring Airport Authority

By serving these like-accounts, we also have developed relationships with the major providers of governmental insurers in Florida. A critical aspect of a broker's ability is access to carriers to ensure the best programs year after year.

Marketing

One of Brown & Brown Public Sector's core competencies is our knowledge of and relationship with all competitive insurers. Our marketing process and philosophy is somewhat unique and can be summarized as follows:

- 100% Public Entity Team
- 28 Years of Relevant Experience
- 200+ Public Entity Clients
- C-Suite Carrier Relationships
- Brown & Brown Resources
- 15,000+ Global Teammates
- State, National & International Presence
- Strong Underwriter Relationships
- Corporate Public Entity Footprint
- Trade Group & Association Membership
- Real-Time Industry News & Communications
- Culture of Professionalism & Excellence

Casualty Markets

Carrier	Carrier	Carrier
AIG	Employers Re	One Beacon
Allianz	Euclid/Scottsdale	***Preferred* Governmental Insurance Trust**
Allied Public Risk	Fairfax	QBE
Allied World Assurance	Fortegra	Safety National/Tokio Marine
AmTrust	Global Aerospace	Selective
Ambridge	Genesis	Star Ins Co.
Arch	Hanover	Trident/Paragon
Aspen	Hartford	Travelers/Discover RE
Berkley	Hiscox/State National	US Specialty
Berkshire Hathaway	Liberty Mutual	XL/Catlin
Indian Harbor	Midwest Employers	XL Aerospace
Chubb/ACE	Midlands Management (MGU)	Western World
Cincinnati	Munich Re	Zurich
CNA	Nautilus	
Darwin	Old Republic	

Property Markets

Domestic Access	Domestic Access	Domestic Access
Affiliated FM/FM Global	EQOne (formerly SIU)	VIKCO
AGCS (IFC)	Equinox	WKFC
AgRisk	Ethos	WNC First (flood only)
AIG (Lexington)	Floodwatch	XL E&S
Allianz	GenStar	Zurich Specialty
AmRisc (MGA)	GEP	**Bermuda & London Access**
Arch	Golden Bear (NACRe)	Aegis
Arrowhead (MGA)	Great American	AFB 2623 (Beazley)
Aspen	Great American Risk Solutions	AMA 1200 (Argo)
Assurant	Guideone	AML 2001 (Amlin)
Ategrity	Hallmark	APL 1969 (Apollo)
Avondale Insurance Company	Hudson Specialty	ARG 2121 (Argenta)
AWAC	Ironshore	ARK
AXA XL	Indian Harbor	ASC (Ascot)
Axis	Liberty Mutual	AUL 609 (Atrium)
Barbican	Markel	AXS 1686 (Axis)
Beazley	Munich Re	BRT (2987) (Brit)
Berkshire Hathaway	Philadelphia	BUW (Blenheim)
BH Homestate	***Preferred* Governmental Insurance Trust**	CGM 2488 (Chubb)
BH Specialty Insurance	RSUI	CHN 2015 (Channel)
Canopius	Seneca Insurance Company	CNP (Sompo Canopius)
Catalytic	Sigma	DUW 1729 (Dale)
Chubb (ACE)	Sompo International	ENH 5151 (Sompo Int'l)
CM Vantage	Southern Hospitality (SHU)	FDY 435 (Faraday)
CNA	SRU	Fidelis
Colonial Group	Starr Surplus	HAM 3334 (Hamilton)
Colony	StarStone	Hannover Re
Commonwealth	Swiss Re	HCC (Tokio Marine HCC)
Continental/Fidelis	The Hartford	HDY (CNA Hardy)
CoreSpecialty	Tokio Marine	HIS 33 (Hiscox)
Crum & Forster	Travelers	Inigo
CV Starr	TRU (Hannover)	Inter-Hannover
Diamond State	USLI	Ki
Direct Fac	Velocity	Kiln 510
Everest Re	Ventus	Lancashire
EC3 Brokers LTD	Westfield	Lexington
Endurance (Sompo)	Zurich	Liberty

While we maintain and access all options available to us, we also take advantage of Brown & Brown's management of industry-leading programs for public entities nationwide such as:

- QBE – National Professional Liability program for public entities
- Catalytic - Property Capacity
- Arrowhead - Property Capacity
- Coalition -Cyber Practice
- *Preferred* Governmental Insurance Trust – Property, Liability, Workers Compensation

****It is important to note that in general this membership-pooling relationship has likely beat the market due to economies of scale in purchasing reinsurance.**

Only a handful of agents are qualified to access this Trust. We are the largest agent for Preferred Governmental Insurance Trust, so we have superior knowledge and leverage vs. any other appointed agent. This market will be critically important to maintain and negotiate for the 2023 Property renewal.

Application of Experience for Results

CASE STUDY: The year 2020 (during COVID lockdown) found this City with a new HR/Risk Director who had not handled Risk Management in her previous employment. We established a training and loss control implementation via many steps and concepts. Just a few steps in the effective plan implemented by the Brown & Brown Public Sector/City team include:

- **Weekly virtual meetings with Michelle Martin for several months, discussing:**
  - Risk Exposure Review
  - Insurance Coverage and application
  - Administrative Process Efficiencies
  - Conceptual Risk Management Strategies
  - Claims Process and reporting

- **Legislative and other Newsworthy Communications**
  - Implementation of Firefighter Cancer Insurance following the law change providing additional benefits to firefighters.

- **Loss Control Objectives Accomplished**
  - Update of Safety Manual
  - Re-Establish Safety Committee
  - Monthly Safety Committee Meetings with pertinent topics (attended by our staff)
  - "Safety Days" (PTO for compliant employees)
  - Accident Investigation Procedures
  - Implement mandatory virtual training for all employees
  - Develop job-specific training (responsibility in Departmental budgets)
  - MDSS Sheet awareness and updates

- **Review Vendor Insurance Requirements**
  - Assist with Procurement/Insurance Requirement standards
  - Assist with internal Certificate Review policy
  - Participate in special contract review with legal team
  - Review special Certificates of Insurance for compliance

- **Recognizing increase in slips and falls:**
  - Developed "See Something, Say Something" application which allows all employees to report dangerous conditions from their phone. This automatically reports conditions needing repair to Public Works on a priority basis.

RESULT: This City has virtually transformed by connecting and focusing major operational departments to a common goal of excellence via the Safety Committee. We are still measuring the ultimate impact via claims tracking but anticipate reduction in both frequency and severity. These amazing results have been skillfully executed by a tenacious HR/Risk Director who engaged the right City Staff, but with assistance and direction from our Staff to focus on effective processes, this entity has been able to continue momentum to achieve long-term success!

Scope of Services

Scope of Work	Agree	Disagree
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.	✓	

Scope of Work	Agree	Disagree
Onsite inspections, written programs and training programs may be negotiated for an additional fee.	✓	
Provide access to and consulting advice regarding the potential for utilizing new and emerging risk financing programs.	✓	

Service Philosophy

"First and foremost, our approach to building strong partnerships with our clients begins with listening. By listening first, we empower our team to focus on moving efficiently in the right direction. That focus maximizes the impact of our skillset in the marketplace and allows us to deliver unparalleled results to our clients."

Brown & Brown has the proven ability to exceed expectations with our custom delivery model. We will develop the project approach using proven tools and method such as:

- **Client Vision**- Every client relationship begins with listening. Our success in designing an effective risk management program requires the input of each client's decision makers. And our responsibilities begin with listening to those decision makers to understand the history of the risk management program, future goals, budget constraints, program design requirements and risk tolerance. We conduct annual pre-renewal meetings to establish our mutual strategic plan, program objectives, and budgetary guidelines.
- **Benchmarking** – We benchmark the terms that we secure for our clients against other similar public entities to ensure that we are getting the best possible rates and conditions in the insurance marketplace.
- **Risk Identification** - Immediate identification and complex analysis of risk exposures in a rapidly changing environment to ensure that we are never surprised with new risks that could affect your risk management program.
- Identify, prioritize, and provide risk management **resources** and risk transfer solutions that can be implemented effectively within your operating environment.
- Develop both short and long-range **budgeting projections** and objectives.
- Expert risk transfer strategies with **market leveraging** and creative program design including pros and cons of these strategies.
- Insurance policy management and **quality control** of all deliverables.
- Risk Control through identification of high loss exposures, claims advocacy, and application of safety/loss control resources.
- Concierge-Level Customer Service which **reduces internal administration costs** and improves service with Brown & Brown's expanded and efficient service delivery.

GENERAL WORKFLOW SCHEDULE

120+ days prior to policy expiration

- Initiate Marketing Process
- Current market conditions analysis
- Estimate change in cost impacts
- Discuss Budget Constraints and Goals
- Written request for underwriting data
- Assist in collection of risk exposure information
- Establish competitive markets to be approached
- Identify desired coverage, terms, and conditions goals
- Provide premium/budget estimates for all coverages.

90 to 120 Days prior to policy expiration

- Scrub Statement of Property Values
- Approval of Submission by client
- Submit all underwriting data to chosen and/or all interested carriers
- Updates to clients on marketing progress and early pricing indications

30 to 90 days prior to expiration

- Written summary of quotes received, and markets responses
- Provide Premium Comparison with expiring and renewal terms.
- Include Cost of Risk Analysis
- Obtain Catastrophic Modeling Results
- Develop recommendation for most effective program
- Budget recommendations and allocation

30 to 60 days prior to expiration

- Attend Meetings and Workshops
- Complete required signed documents
- Submit Requests to Bind to chosen carriers

Inside 30 days prior to expiration

- Request, review, and issue Binders
- Issue any recurring Certificates of Insurance
- Issue Invoices

30 to 60 days after policy inception

- Re-issue any expired binders
- Review, correct and issue policies

Ongoing

- Daily Policy Maintenance and Client Service Requests
- Claims Advocacy and Handling
- Large Claim Reviews
- Property appraisal management and implementation
- Update Statement of Values data
- Review Risk Management Polices
- Loss Prevention Program Implementation
- Flood Zone Audits for Property
- Market Trend and Emerging Markets Identification
- Legislative Change Tracking
- Industry News Communications
- Vendor Insurance Requirements Review
- Vendor Certificate Review
- Departmental Premium Allocations
- Invoicing and Accounting
- Assist with policy Audits
- Other Special Projects as agreed

Account Management & Service Continuity

- ✓ **Same-day response** to customer inquiries (24-hour agency policy on response time)
- ✓ All change requests from insureds are performed immediately. Follow-up with carriers is systematic and documented.
- ✓ All binders, endorsements, invoices and policies are checked for accuracy against a detailed checklist and against the proposal that was presented to the insured.
- ✓ Review and corrections of policies and endorsements is conducted within the same quality parameters – 30-day turnaround.
- ✓ Resolution guidelines for more complex issues.
- ✓ Endorsements must be delivered to insureds within one business week of receipt.
- ✓ Policies must be delivered to insureds within 30 days of receipt.
- ✓ Utilize sophisticated Agency Management software - AMS 360 – to document all transactions.
- ✓ Documentation can be provided in hard copy and/or various electronic formats.
- ✓ Clients have access to important documents via a shared link, including policies, certificates, schedules, white papers and more.

"CONCIERGE-LEVEL SERVICE MEANS OUR CLIENTS DO NOT WAIT, WORRY, OR WORK HARDER THAN NECESSARY."

One of the many reasons for our success and 99% Risk Management client retention is our approach. We are your risk management consultant and partner. We proactively pursue innovative solutions, insurance program improvements, research risk management resources, and reduction of your administrative burden by providing efficient and extensive services. Our concierge-level services include, but are not limited to:

- » **Renewal and new business applications assistance**: Gather underwriting information from financial reports, independent website research, claims data, various actuarial and analytical reports, physical site inspections, and engineering and loss control information prior to sending to your staff for completion – a time-saver for your staff.
- » **Reconcile Asset Schedules with Insurance Schedules**: This includes review of insurable assets such as buildings, contents, computers, mobile equipment, vehicles, property in the open, etc. This is generally a very time-consuming task which will be lifted from your staff as well.
- » **Assist with claim reporting function** directly with TPA and insurers, including pursuit of additional claim data. We will also coordinate and attend claims review meetings to offer corrective actions and improve claim results.

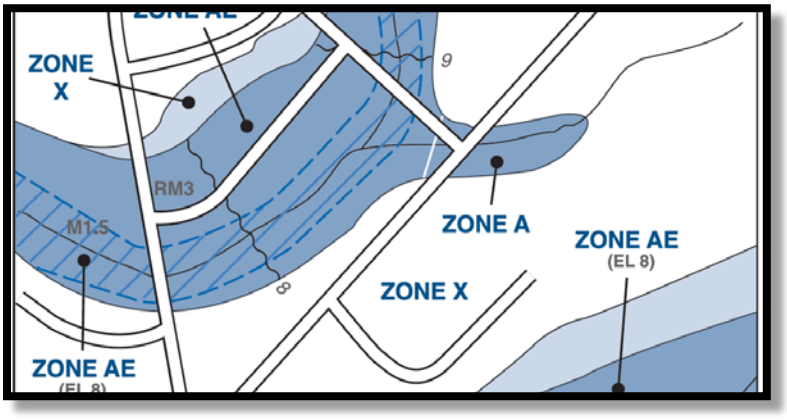
  For Property Claims, our team coordinates procedures and expectations annually directly with insurers and your dedicated field adjusters.
- » Provide, coordinate and promote all loss control and safety resources available.

Continual Exposure Analysis

Constant communication and observations of the rapidly changing exposures are critical to our ability to provide the most effective risk management program. Before approaching markets, it is important to discern exposure facts to recommend risk transfer options.

A few techniques and resources utilized for this important facet of our services includes:

- Evaluation of critical operations and conduct discussions concerning risk factors, including but not limited to Storm Resiliency, Flood Mapping Changes, and Service Interruptions.
- Interviews and discussions with various staff and departments, including assistance with data collection required for insurance applications.
- Resources for global risk exposures such as our national COVID-19 response and free resources availed to our clients and the general public.
- Coordinate On-site inspections/meetings.
- Loss trend analysis and recommendation of loss control resources.
- Review valuations and encourage COPE updates for property exposures. Tracking current updates to existing buildings, including roof updates, is impactful to your modeling and underwriter perception.
- Manage Property Appraisal process including coordination of inspections, trending, reconciliation of results, and communication of such with insurers. Ensuring current property valuation in this market is critical.
- **Flood Audit –** This is a unique process that we have developed to keep up with FEMA's rate, rule, and flood mapping changes. We regularly review anticipated flood zone changes (which can employ a variety of methods) to determine impact to structures located in Special Flood Hazard Areas (SFHA's). The importance of this exercise is to determine and communicate the implications of FEMA and the Robert T. Stafford Disaster Relief and Emergency Assistance Act* to our clients.



**The Stafford Act governs conditions of receiving Public Assistance. In addition to other guidance, it in general suggests that local governments purchase NFIP policies for eligible structures in Special Flood Hazard Areas (SFHA's).*

Agency Management Systems

The key to effective administrative support from our agency is through internal organization and follow-through. Our team utilizes Vertafore and a suite of agency management systems spearheaded by **AMS360 Online**. These systems enable our team to effectively manage all client tasks with integrated solutions focused on identifying, tracking and completing workflows on time, every time.

Our system manages all aspects of account management including, billing, document management, communications, (emails, applications, written correspondence, etc.), marketing, claims, certificates of insurance and many other daily transactional activities. All pending items are suspensed and completed in a specified time frame. This system is designed and maintained so that each service team member can service any account if a primary account representative is out of the office. To guarantee our ability to provide continuous uninterrupted service AMS 360 data is maintained in redundancy at an offsite location. **If any of our locations were to suffer a catastrophic loss we could still operate at full capacity on a remote basis and with the support of our multiple office structure.**

AMS360 is an agency management system that provides the foundation for our team to boost productivity and track all workflows. It helps streamline workflows, improve renewal timelines, improve teammate productivity and enables our team to deliver excellent customer service. AMS 360 allows our team to:

- Integrate agency-carrier workflows
- Better manage and access insurance documents and client content
- Configure workflows to route the right work to the right person at the right time
- Provides real-time insights
- Reduce time spent on finance and accounting through insurance process automation
- Automate alerts on renewals and analyze rate information for use by our brokerage team
- Integrate technology inputs from vendors, clients and carriers

Operational Continuity

Serving the Public Sector in the State of Florida has shaped our philosophy on continuity of operations. In addition to our secure servers, cloud-based systems, and an entire technology platform built on continuity, our team itself has the ability to work anywhere, anytime. Each teammate is equipped with a full workstation at home and at our offices, paired with a mobile laptop. That means we can be always up and operational, no matter the circumstance, standing ready to provide uninterrupted services to our governmental clients in Florida.

Quality Control

Our Agency Management Systems (AMS 360) and other Quality Control guidelines ensure that tasks and activities are completed in a timely manner. Brown & Brown has a **Quality Control division which includes multiple teams of internal auditors**. These auditors perform not only financial audits for all Brown & Brown offices, but also file and Information Technology audits of each office to assure funds, records and client service are performed in accordance with the company's policies and procedures. The results of these audits are made directly to Brown & Brown's Board of Directors. In addition, we have corporate standards, including procedures such as: Catastrophe Plan, Contract Review standards, Internal Procedures Manuals, Correspondence Management, Data Retention, etc.

All team members must and will follow corporate Quality Control Guidelines for timeliness and service delivery. Annual requirements include:

- Insurance Coverage Review Checklists completed annually
- Mandatory internal self-audit procedure and financial audits to ensure quality procedures and desired results.
- Mandatory annual compliance training for employees, including: insurance licensing, cyber/IT, ethics, and various computer software.
- These trainings are timely and are directly related to our customer experience. For example, MS Teams training was required immediately following the pandemic lockdown orders.

Our publicly traded company is subject to SEC regulation, and is audited by Deloitte & Touche, LLP, an independent registered public accounting firm. Our conservative financial strategy maintains low leverage and strong cash generation. The most recent Annual Report for fiscal year ending December 31, 2021 is available on our website at: https://investor.bbinsurance.com/annual-reports.

Security Committee

Although we cannot predict the future results of any company, we offer only financially secure insurers to our clients. Per corporate mandate, Brown & Brown is not authorized to provide quotes to our clients from unauthorized insurers or insurers with a less than AM Best rating of A- or those not rated by AM Best without an authorized exception. However, since it may be in the best interest of our clients to review and bind quotes from certain alternative risk transfer providers, Brown & Brown has established a Market Security Committee which reviews and monitors insurers falling into these categories: Risk Retention Groups, Captives, Self-Insured Groups, Trusts, State Funds, and Joint Underwriting Associations.

In addition,

- Each team member monitors industry news from various sources daily.
- AM Best ratings are confirmed and provided formally any time a quote is presented.

Any discussion or further research regarding ratings or financial position is performed as necessary.

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.

Our Active Team

All teammates are encouraged to continue their pursuit of knowledge by continuing educational endeavors. As a result, most teammates hold professional insurance/risk designations, including:

- Bachelor of Science – Risk Management/Insurance and Finance
- ARM – Associates in Risk Management
- RMPE – Completion of Risk Management for Public Entities course
- CIC – Certified Insurance Counselor
- CISR – Certified Insurance Service Representative
- CRM – Certified Risk Manager
- CSRM – Certified School Risk Manager

Our Team is involved and committed to staying on the cutting edge of our business and client interests via industry organizations, including:

Ms. Martin is a member of the Southeast RIMS (Risk Management Society) Chapter, which generally meets in the Jacksonville area, and an advisory Board member for the Southwest Florida PRIMA (Public Risk Management Association) Chapter. Direct information from these important sources is shared and utilized in account management.

Enhanced News and Communication Resources

We provide timely topical updates. The following are examples of our recent, actual communication pieces focused on public entity risk, Florida concerns, and global risk management concerns. These are available via email and on our website, but we also proactively discuss directly with our clients how these developments may impact your unique entity.

- **White Papers**
- **Legislative and market updates**
- **Florida public-entity focused weekly newsletter – produced by our office!**

Brown & Brown

The Weekly Rundown
March 13, 2023



Amid Outcry, States Push Mental Health Training for Police

CONTINUE READING ›



When Ransomware Turns Deadly: Why Health Care and Public Sector Entities Must Prepare for Cyber Risks

CONTINUE READING ›



Can We Ask Employees If They've Been Vaccinated?

CONTINUE READING ›

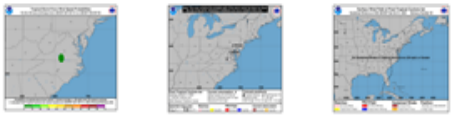
See The Latest

Brown & Brown

Hurricane Ian – What You Need to Know

As Hurricane Ian approaches, Brown & Brown is providing you with the information you need to monitor the storm, report claims, and stay in communication with our team.

✓ You can track Hurricane Ian using these links



Wind Speed | Warnings Cone | Surface Wind Speed

✓ Attached are Hurricane Claims Kit from *Preferred* & other important documents

- 2022 Property Vendors List – Brown & Brown clients can use pre-approved vendors or vendors of your choice. Pre-approved vendors will be paid directly from *Preferred*. Remember to expedite repairs ASAP and document everything!
- Blank Acord loss notices – Used for filing storm claims.
- Current copies of your property and inland marine schedules – this should help you track assets and notate any damage.

✓ Brown & Brown Leadership Contacts – Please reach out to us with any questions or needs

Matt Montgomery
Executive Vice President
850-528-7423
Matt.Montgomery@bbrown.com

Paul Dawson
Senior Vice President
407-496-0989
Paul.Dawson@bbrown.com

Michelle Martin
Senior Vice President
386-566-3484
Michelle.Martin@bbrown.com

Brian Cottrell
Vice President
561-346-2723
Brian.Cottrell@bbrown.com

Going into 2023, property underwriting information needs to be even more detailed than was expected in the past. Costs and values should be analyzed for accuracy before submission. The improved underwriting data should be submitted to the marketplace early to account for delays.

BROWN & BROWN

MARKET TRENDS

Commercial Insurance & Risk Management

Quarter 1 | 2023

Brown & Brown

BBrown.com

Paul Dawson ARM-P
300 North Beach Street
Daytona Beach, FL 32114
P: (407) 496-0989

Average Cost Trends	
January 2021 to January 2022	
Region	**Trend**
FM Global	18.4%
Marshall & Swift	16.3%
RS Means	16.6%

Marshall Swift April 2021 to April 2022 average – 19.1%

RS Means April 2021 to April 2022 average – 20.8%

January 2020 comparison – recommended 0.7% - 4.1% on average

Cyber Liability Legislative/Risk Update
August 2022

Two Florida Statutes have recently been signed into law that will impact your risk management programs for cyber liability exposures.

HB 7055 and HB 7057 were signed into law effective July 1, 2022.

HB 7055 amends FS 282 which is the State Information Technology Management Act, to include counties and municipalities. The new law appears to exclude Public Schools, State Universities and Special Taxing Districts in the requirements outlined in items 1-4 below.

The new Cyber Security Law (FS 282.3185-6) addresses Ransomware and Cybersecurity for counties and municipalities.

Below is an overview of bills that will potentially affect local governments in Florida's current legislative session:

SOVEREIGN IMMUNITY (per FS 768.28 – tort cap for FL governments is now $200k per person/$300k occurrence):

- CS/HB 401 – attached is a current Staff Analysis proposing an increased cap to $2.5M/$5M House Bill 401 (2023) - The Florida Senate (flsenate.gov)
- SB 604 is the "companion" and currently proposes a $400k/$600k cap. Senate Bill 604 (2023) - The Florida Senate (flsenate.gov)

Take Note

Politicians are showing a renewed interest in privacy. While ransomware claims have driven the state of the market for the last two years, underwriters still consider protections around sensitive data a vital underwriting component. Outside of various state laws, there have yet to be wholesale changes on a federal level.

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Tab 6
Location

Tab 6: Location

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

Brown & Brown Public Sector's governmental specialists (proposed servicing office) are housed within Brown & Brown's corporate headquarters:

300 North Beach Street
Daytona Beach, FL 32114

Brown & Brown and subsidiary entities employ more than 100 teammates in the Jacksonville/Duvall County area, neighboring Nassau County to the South.

10151 Deerwood Park Blvd, Building 100, Suite 100
Jacksonville, FL 32256

Accessibility to the City of Fernandina Beach

As mentioned throughout this proposal, our team of public entity brokerages specialists stationed in the Daytona Beach Headquarters will best serve the City. Public Sector also has the advantage of close proximity to Brown & Brown's senior leadership and resources from this location.

Travel by Ms. Martin and other team members is frequent and can be verified by current clients.

In addition, other local office locations are available throughout the state if needed, including our offices in Jacksonville.

Of special note, we have utilized our network of 60 offices throughout the state for hurricane response and recovery. Most recently, our Ft. Myers and Naples offices were available to any of our clients, insurance companies, and insurance adjusters affected by Hurricane IAN. Brown & Brown staff from throughout the country assisted in manning these offices, providing food and other critical support for these affected communities.

Brown & Brown

Tab 7

Compensation / Cost of Service

Tab 7: Compensation / Cost of Service

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.

Term	Fee Proposal	Fee Installment
Annual	$65,000*	Quarterly

Brown & Brown Public Sector agrees to provide an annual fixed flat fee for all services proposed, payable in quarterly installments as requested. Brown & Brown adheres and commits to full transparency in disclosing revenues received.

We will provide quotes and policies net of commission whenever allowed** by insurers. Any retail commission received from carriers will be immediately returned. (**Certain insurers/carriers may have underwriting and quotation systems which require commission inclusion.)

*The exception to this condition is with the policies that are written in the National Flood Insurance Program. This program is a Federal program falling under the direction of FEMA. In April 2012 FEMA issued a memorandum of understanding directing the administrators (underwriting and policy issuance companies) to prohibit the practice of "rebating" or returning of commissions for flood policies written in the National Flood Insurance Program. The actual Memo from FEMA is included at the end of this section. Violations of this directive can result revoked contracts. Consequently, Brown & Brown legal counsel have determined that in order to maintain our good standing with NFIP and supporting administrators we must comply with this directive for all NFIP policies and all broker agreements. Therefore, Brown & Brown will receive commissions for NFIP policies as prescribed by FEMA/FIMA.

U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472

FEMA

W-12026

April 4, 2012

MEMORANDUM TO: Write Your Own (WYO) Principal Coordinators and the National Flood Insurance Program (NFIP) Servicing Agent

Edward L. Connor

FROM: Edward L. Connor
Deputy Associate Administrator for Federal Insurance

SUBJECT: Rebating of Agents' Commissions

Insurance rebating is a practice whereby insurance agents return a portion of their commission or something else of value to applicants to induce the purchase of insurance. Insurance rebating is confusing to consumers, and it has been the source of many complaints from agents and companies.

The Federal Insurance and Mitigation Administration (FIMA) has received inquiries over the past several years from interested parties, inside and outside of the insurance industry, expressing divergent views on the manner in which the National Flood Insurance Program (NFIP) should address insurance rebating.

After careful consideration, FIMA has concluded that the goals of the NFIP are better served by a system of uniform national pricing that will ensure that policyholders pay the same price for the same risk. FEMA does not directly regulate insurance agents who sell Standard Flood Insurance Policies. Pursuant to 44 C.F.R. Section 62.23 and the Financial Assistance/Subsidy Arrangement, 44 C.F.R. Part 62, Appendix A, however, FEMA administers the NFIP and sets standards governing the activities of participating WYO Companies related to the sale and marketing of flood insurance.

Accordingly, effective October 1, 2012, WYO Companies shall not authorize the rebating of commissions on new or renewal NFIP policies.

Any questions regarding this matter should be directed to Jhun de la Cruz, Underwriting Branch Chief, National Flood Insurance Program, Federal Insurance and Mitigation Administration, at jhun.de-la-cruz@dhs.gov.



RFP 23-04

PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES FOR

CITY OF FERNANDINA BEACH FLORIDA

Presented by Cecil W. Powell & Company and Apex Underwriters

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Tab 1 – Cover letter and forms

Cecil W Powell & Company is honored to present our Proposal for **(RFP) 23-04 PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES for The City of Fernandina Beach.**

Our team of highly qualified individuals approach the handling of our clients' insurance needs from both a quantitative and qualitative perspective to ensure that the City of Fernandina Beach benefits from an industry-leading Insurance Program which, among other advantages, will provide:

High-level Incorporation and Involvement of the City into key decision-making

Our clients are always consulted when it comes to key decisions involving their insurance program. CWP's commitment to raising the bar will manifest itself in affording the City of Fernandina Beach with ample opportunity for an increased level of input in the process of determining appropriate limits and retentions, selecting insurance carriers, formulating enhancements and policy language, as well as other areas.

Exceptional Service and Resources

Delivering outstanding client service has been a key differentiator at Cecil W. Powell & Company since our inception. It is the driver of our company – we value program administration on an equal level with placement of coverage. Our clients benefit from the superior service delivery platform that is fundamental to all our practices. There is an unparalleled focus placed upon developing a risk transfer program that is responsive to the individual and unique attributes of each client's current and potential future risk profile. Our operating model provides us with a competitive advantage which in turn enables us to better understand client risks while moving rapidly to act in a consultative manner, developing alternative solutions and better managing the client's total cost of risk, underscored by our 98% retention of client renewals.

Customized Collaborative Team Approach

Our team for The City of Fernandina Beach will consist of CWP team members indicated in Section 3 as well as our association with Apex Underwriters. Apex provides dedicated reviews and marketing of policies and is uniquely positioned to provide The City and CWP with its full team of insurance professionals for the upmost personalized service. CWP and Apex will collaborate to assure the best possible insurance markets are utilized.

In summary, we have the proven talent, market leverage, consultative skill, and resources to implement a program with the most competitive pricing and broadest policy terms available in the marketplace for the City of Fernandina Beach.

CWP Point of Contact:

Luke Gowen, AAI, AINS, AIS, AU, CRIS, CWCA, MLIS
Ph: 912-276-4285
lgowen@cwpowellins.com

CWP Project Manager:

Vincent B. Ellinor, CRIS, TRIP
Ph: 904-256-0069
vellinor@cwpowellins.com
Located in the Jacksonville office at 219 N. Newnan St, Jacksonville FL 32202

EXHIBIT "A"

CONTACT SHEET

Name: Cecil W. Powell & Company

Federal Taxpayer ID: 59-1095765

Mailing Address: 219 N. Newnan Street

City, State, & Zip Code: Jacksonville, FL 32202

Telephone: 904-353-3181 Fax: 904-353-5722

Email: lgowen@cwpowellins.com

Submitted By: Luke Gowen, AAI, AINS, CRIS, CWCA, MLIS, PWCA

Title: Vice President

Accounting Contact:

Name: Allen Samuels Title: CFO

Email Address: asamuels@cwpowellins.com Phone: 904-256-0063

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for RFP-23-04.

2. This sworn statement is submitted by (entity) Cecil W. Powell & Company whose business address is 219 N. Newnan Street Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1095765 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Luke Gowen and my relationship to the entity named above is Vice President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

Signature Date: 3/20/2023

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20th day of March, 20 23, and is personally known to me, or has provided _____ as identification.

Notary Public Commission # HH248729
My Commission expires: 4/19/2026

Jeanna LeMasters
Notary Public, State of Florida
Commission Expires: 04/19/2026
Commission No. HH248729

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Cecil W. Powell & Company

CITY: Jacksonville STATE: FL ZIP CODE: 32202

SIGNATURE: _____ PHONE: 904-353-3181

NAME (TYPED OR PRINTED): Luke Gowen, AAI, AINS, CRIS, CWCA, MLIS, PWCA TITLE: Vice President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP-23-04

Project Description: Property and Casualty Insurance Brokerage Services for City of Fernandina Beach Florida

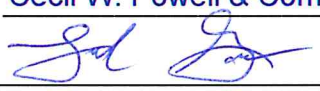
I/FIRM acknowledges and agrees to the following:

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: Cecil W. Powell & Company

Authorized Signature: 

Title: Vice President

Date: 3/20/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   CWP proposes to include all the work within the Scope of Services as outlined in the Request for Proposals RFP – 23-04 within our proposed fixed fee provided we can come to a revised, mutually acceptable indemnification agreement which better reflects the nature of professional relationship with, and services rendered by Broker under this RFP – as the current language is "boilerplate" and inappropriate for this agreement. We will work closely with City of Fernandina Beach Authority to determine coverage enhancements and collective renewal goals to achieve our anticipated outcome.

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: Luke Gowen, AAI, AINS, CRIS, CWCA, MLIS, PWCA Title: Vice President

Signature: _____ Date: 3/20/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for RFP-23-04 .

This sworn statement is submitted by (entity) Cecil W. Powell & Company whose business address is 219 N. Newnan Street Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1095765 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Luke Gowen and my relationship to the entity named above is Vice President .

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

_____
Signature Date: 3/20/2023

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20th day of March, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 4/19/2026
Notary Signature Commission # HH248729

Jeanna LeMasters
Notary Public, State of Florida
Commission Expires: 04/19/2026
Commission No. HH248729

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for RFP - 23-04.

This sworn statement is submitted by (entity) Cecil W. Powell & Company whose business address is 219 N. Newnan Street Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 59-1095765 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Lucas Gowen and my relationship to the entity named above is Vice President.

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

3/20/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20th day of March, 2023, and is personally known to me, or has provided _____ as identification.

_____ My Commission expires: 4/19/2026
Notary Signature Commission # HH248729

Jeanna LeMasters
Notary Public, State of Florida
Commission Expires: 04/19/2026
Commission No. HH248729

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

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

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

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

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

Cecil W. Powell & Company	3/20/2023
Firm	Date
	Luke Gowen, AAI, AINS, CRIS, CWCA, MLIS, PWCA / Vice President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Tab 2 – Firm Qualifications

Cecil W. Powell & Company has been providing insurance, bonding and risk management services to North Florida and South Georgia since 1935. Family-owned and community-focused, we are in the historic Morocco Temple building in downtown Jacksonville.

We adhere firmly to our founding values of honesty, client stewardship and commitment to excellence. These practices generally result in long-term relationships and we are honored to have our first client from 1935 still in a continuous relationship. It is not uncommon to serve customers through multiple generations of their businesses. Our Jacksonville office and its more than 40 insurance professionals provide services including Commercial Property & Casualty Insurance, Risk Management Services, Bonding, Employee Benefits, and Personal Lines. We have a culture of excellence in client-focused risk and insurance services. We are proud of our many associates who have earned advanced insurance and risk management designations identifying them as leaders in our industry.

CWP proposes to include all the work within the Scope of Services as outlined in the Request for Proposals RFP – 23-04 within our proposed fixed fee provided we can come to a revised, mutually acceptable indemnification agreement which better reflects the nature of professional relationship with, and services rendered by Broker under this RFP – as the current language is "boilerplate" and inappropriate for this agreement. We will work closely with City of Fernandina Beach Authority to determine coverage enhancements and collective renewal goals to achieve our anticipated outcome. Some brokers offer their own loss control reports; however, carriers look at these from a cynical viewpoint. As an option, we can facilitate the introduction of the City of Fernandina Beach to professional independent vendors, such as Regional Reporting, Inc. who provide comprehensive loss control reports that are honored by the underwriting community. While there is a charge outside the CWP fee for these services, the reports are then the property of the City.

As part of CWP's Risk Management services, our clients have access to industry-specific resources, online reporting and document sharing capabilities, safety education, and employee training materials. We provide service with a collaborative approach by our team members, including peer reviews and service team overlaps to provide the City with excellent service consistently. We design specifically tailored risk management solutions that consistently exceed needs and goals and prioritize cost effectiveness in the most collaborative manner to help achieve the City's goals.

Value-Added Services

- CWP can provide specialized and value-added services using our resources, and the resources available to us through national affiliations:
  - Risk Management
    - Strategic planning
    - Service
    - Technology
    - Disaster planning
    - Contractual risk transfer
    - Loss control diagnosis

- Data analysis
- Custom loss control solutions
- Expert claims management solutions

- Access to applications and portals to aid in risk management:

  - MyWave® Portal
    - Two-way document posting capabilities allow a seamless exchange of information sharing and collaboration
    - Participate in Property & Casualty surveys to determine how you compare to other employers across the US.
    - Interactive access to over 200,000 knowledgeable peers from across the country via the site's online Community

  - OSHALOGs®
    - Provides full OSHA Log reporting and summary capabilities to help you efficiently meet your OSHA compliance, reporting, and analysis needs

  - HR360®
    - Provides full Human Resources and Benefits compliance
    - Human Resources training videos
    - Human Resources forms

2022 - 2023 LOCAL BUSINESS TAX RECEIPT

JIM OVERTON, DUVAL COUNTY TAX COLLECTOR

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

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 01, 2022 through September 30, 2023 .

POWELL, CECIL W & CO AGENCY
219 NEWNAN ST
JACKSONVILLE, FL 32202-3227

ACCOUNT NUMBER: 7074
BUSINESS NAME: POWELL, CECIL W & CO AGENCY
PHYSICAL ADDRESS: 219 NEWNAN ST
JACKSONVILLE, FL 32202-3227

CLASSIFICATION CODE: 315012 INSURANCE AGENT OR AGENCY

STATE LICENSE NO:

COUNTY TAX:	0.00
MUNICIPAL TAX:	50.00
COUNTY LATE PENALTY:	0.00
MUNICIPAL LATE PENALTY:	0.00
TOTAL TAX:	**50.00**

RENEWAL

VALID UNTIL September 30, 2023

2022 - 2023

ATTENTION

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

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

JIM OVERTON, TAX COLLECTOR

THIS BECOMES A RECEIPT AFTER VALIDATION.

Paid 220919000021?7 09/19/2022 $ 50.00

Tab 3 – Qualifications and experience of persons assigned

Lucas Gowen, AAI, AINS, AU, CRIS, CWCA, MLIS
Vice President Commercial Lines
Cecil W. Powell & Company

Lucas (Luke) Gowen joined CWP in 2018 as Vice President. He has more than 15 years of commercial property & casualty experience. He has had the privilege of handling insurance programs of many government/public entity businesses, including the Charlton County Board of Education, Charlton County Board of Commissioners, the Cities of Folkston, Nahunta and Waycross Insurance Programs. In addition to municipalities, his experience includes transportation and railroad operations, contractors, manufacturing, and non-profits.

Luke's extensive experience with small to mid-size cities gives him a unique insight into some of the challenges these cities face. He is prepared to bring a fresh perspective and innovative solutions to those challenges to support the City of Fernandina Beach in it's insurance and risk management program.

Luke holds a Bachelor of Business Administration from Georgia Southern University and has earned designations of Accredited Advisor in Insurance (AAI), Associate in Insurance (AINS), Associate in Commercial Underwriting (AU), Construction Risk & Insurance Specialist (CRIS), Management Liability Insurance Specialist (MLIS) and Certified Work Comp Advisor (CWCA).

Luke's current client assignments number 48 and include City governments, School Board of Education, Construction Companies, non-profit organizations, engineering firms, accountants, attorneys, and transportation carriers. Luke's time allocation is anticipated to be 1-2 hours weekly and in addition to weekly time allocation, more time will be used as needed for renewals, marketing, placement of coverages, quarterly meetings, claims reviews, strategy or to address any insurance issues that may arise.

Vincent B. Ellinor, CRIS, TRIP
Commercial Lines Account Manager
Cecil W. Powell & Company

Vincent B. (Vince) Ellinor joined CWP in 2019 and serves as Luke Gowen's primary account manager. Vince began his insurance career in 1985 as a personal lines insurance representative and transitioned to his passion for working with businesses in 1992 as a commercial insurance agent for American Insurance Underwriters in Jacksonville. In 2012 Vince joined Shapiro Insurance Group as a senior account manager handling mid-sized construction accounts and specialty contractors. He also acted as branch manager for a 3-year period, exposing him to multiple facets of the insurance industry and gaining an excellent perspective on the importance of client-agency relationships. He brings a passion for helping clients and a wealth of experience and knowledge to CWP and has been successful in helping medium to large commercial accounts in the field of contracting, transportation, non-profit organizations, and governmental entities, among others.

Vince is a graduate of Wolfson High School in Jacksonville FL with an AA from Florida State College at Jacksonville. Vince has earned the Construction Risk & Insurance Specialist (CRIS) and Transportation Risk and Insurance Professional (TRIP) designations. Vince's time allocation is anticipated to be 2-3 hours weekly and in addition to weekly time allocation, more time will be used as needed for renewals, marketing, placement of coverages, quarterly meetings, claims reviews, strategy or to address any insurance issues that may arise.

Zachary T. Allen, CRM, CRIS, MLIS
Risk Management Specialist
Cecil W. Powell & Company

Zachary (Zach) Allen joined CWP's Enterprise Strategic Accounts team in 2019 as an Account Executive and Risk Management Specialist. Zach received his undergraduate degree in Risk Management and Insurance from the University of Georgia. Since graduating from UGA, Zach has received specialty certifications, including Certified Risk Manager (CRM), Construction Risk & Insurance Specialist (CRIS) and Management Liability Insurance Specialist (MLIS). Driven by his passion for excellence in his field, Zach will complete his master's degree in Risk Management and Insurance from Florida State University.

Throughout his professional career, Zach has been involved in a variety of roles, including Claims Analyst for what is now a Fortune 250 company, as well as a Broker and large accounts Specialist for one of the world's largest publicly traded Insurance Firms. Currently, Zach focuses on his areas of core strength: Data Analysis, Risk Identification and Mitigation, Contractual Risk Transfer, Strategic Initiatives, and Insurance Contract Analysis, among others. He is driven to provide clients with the highest standard of service and holds a license to practice general lines insurance in the State of Florida. Zach's time allocation is anticipated to be on an as-needed basis.

Benjamin K. Powell, AFSB, CRIS
Senior Vice President
Bond / Surety Specialist
Cecil W. Powell & Company

Ben joined Cecil W. Powell in 2010 and is currently Senior Vice President. Ben has extensive experience providing surety bonding programs to clients throughout the United States.

Ben received his Bachelor of Business Administration and Master of Business Administration from Mercer University. He has earned the designations of Associate in Fidelity and Surety Bonding (AFSB) and Construction Risk and Insurance Specialist (CRIS). Ben's time allocation is anticipated to be on an as-needed basis.

Dan Thomas
Vice President Employee Benefits
Cecil W. Powell & Company

Dan joined Cecil W. Powell & Company in April of 2016 as Vice President, Employee Benefits. His primary role is client development via consultative approach while leveraging carrier relationships to exceed client goals consistently.

Dan possesses more than 35 years of employee benefit consulting experience concentrating on large employers. Dan's time allocation will be on as-needed.

Areas of Proficiency include:

- Negotiation of financial terms with carriers
- Self-insured arrangements
- Government Compliance
- Health and Welfare benefits consulting
- Employee communications development
- Mergers and Acquisitions benefits integration
- Electronic benefits administration
- Financial and clinical review of claim data
- Labor negotiations on benefits

Fitzhugh K. Powell, Jr. AAI, CRIS, CWCA
President
Cecil W. Powell & Company

Fitz will serve as senior advisor to our City of Fernandina Beach team. He is the 3rd generation to serve as President of Cecil W. Powell & Company and has provided Risk Management and Property & Casualty Insurance services for more than 30 years. His strong carrier relationships are an advantage to any client.

Fitz has designed many unique insurance placements, including layered property coverage for public entities and private companies, as well as overseeing the development of custom loss control and claims handling approaches for clients. He understands unique contractual risk transfer agreements, as he provides risk management and broker services across all lines of property & casualty insurance and surety bonding.

Fitz has a BA in Business from Jacksonville University and he holds the professional designations of Accredited Advisor in Insurance (AAI); Construction Risk & Insurance Specialist (CRIS) and Certified Work Comp Advisor (CWCA) and holds a General Lines (Property & Casualty) insurance license. Fitz's time allocation is anticipated to be on an as-needed basis.

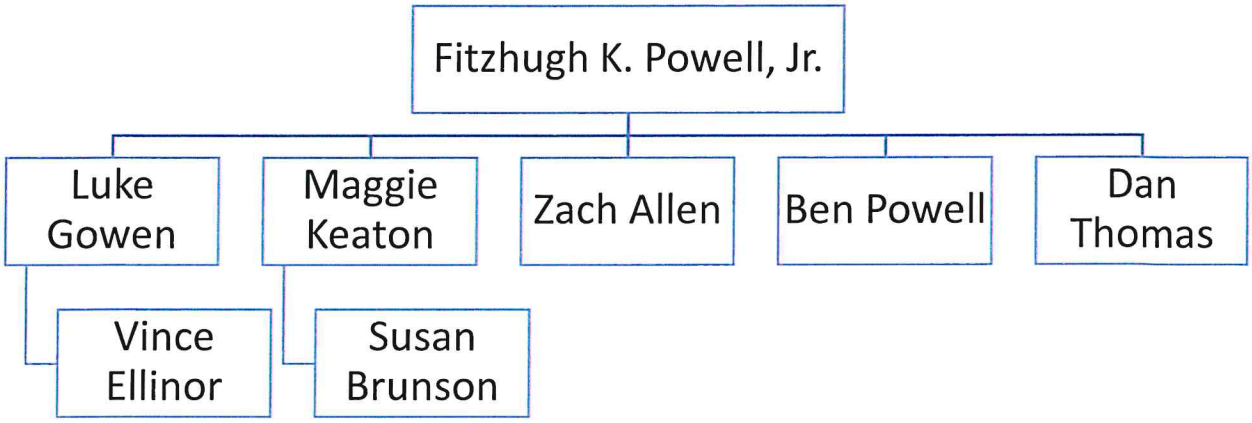
Maggie Keaton, AIC, ARM, CIC, CRIS
Senior Account Executive
Cecil W. Powell & Company

Maggie Keaton joined CWP as a Senior Account Executive and Claims Manager in 2019. Maggie has more than 25 years specializing in claim analysis and litigation, complex contract review and risk management services for several multi-national clients, aviation and government contracting risks as well as several high-profile family businesses. Maggie holds a BA from Emory University and was a member of the Lambda Alpha National Honor Society. Maggie is passionate about insurance and holds a General Lines (Property & Casualty) license, and has earned the designations of Certified Insurance Counselor (CIC), Associate in Risk Management (ARM), Construction Risk and Insurance Specialist (CRIS) as well as the Associate in Claims (AIC) designation. Maggie's time allocation is anticipated to be on an as-needed basis.

Susan Brunson
Commercial Lines Account Manager
Cecil W. Powell & Company

Susan Brunson joined CWP in 2017 as a commercial account manager for large, complex commercial clients. Susan has been in the insurance industry for more than 20 years handling property and casualty accounts, including municipalities and their airport systems, medical professional, construction and transportation. Susan's role on the team will be to provide backup support to the client service team. Susan and holds a General Lines insurance license as well as the professional designations of Agribusiness Farm Insurance Specialist (AFIS), Certified Insurance Counselor (CIC), Commercial Lines Coverage Specialist (CLCS) and Accredited Customer Service Representative (ACSR). Susan's time allocation is anticipated to be on an as-needed basis.

Cecil W. Powell & Company organizational chart



Cecil W. Powell & Company partnering with Apex Underwriters

Cecil W. Powell and Apex Underwriters thank you for including us in the broker selection process for the City of Fernandina Beach's property and casualty insurance needs. We pride ourselves on working as a team with our sister organizations, insureds, and carriers to provide open communication and service at any time.

Apex is a national leader as a Wholesale Broker, Program Administrator and Underwriting Manager. Apex specializes in Property & Casualty Insurance, Workers' Compensation, Risk Management and Claims Solutions. In addition, we pride ourselves in developing insurance and reinsurance solutions for Public Entities, Transit Authorities, Special Districts, and Educational Institutions. Founded in 1991 in Glen Allen, VA as a wholesale broker and MGA, Apex has grown to five major offices nationwide and over $270,000,000 in public entity premiums and member contribution. Our continued focus on the public entity world has allowed us to become one of the country's fastest-growing, well-respected, experienced, and talented public entity specialists.

Together, Apex and Cecil W. Powell goal is to use our experience, knowledge, relationships and consolidated insurance buying power to find the most comprehensive and competitive markets for City of Fernandina Beach. Many talk about innovative ideas, but the Cecil W. Powell agency and Apex partnership has a history of turning ideas into productive products that benefit insureds. Our history and on-going commitment to public entities and schools provides our insureds the power of a major broker with localized experience and a successful track record.

We have a dedicated claims department who work as Claim Advocates for our clients. We have found it essential for our clients to have people whose expertise is the claims process with the Carriers and who can walk the client through the process and be their voice when there are questions regarding coverage and representation.

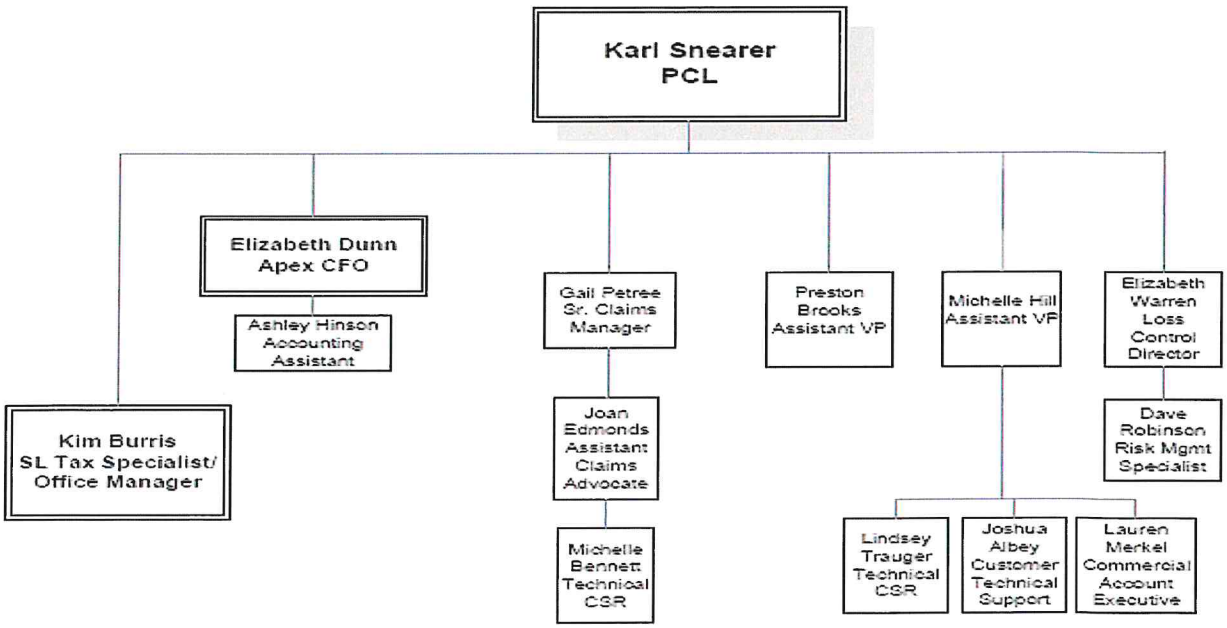
In addition to our service and claims teams, we have a Loss Control Director on staff. Our Loss Control Director served as the Risk Manager for one of Georgia's largest cities for six years where she handled the Property, Liability and workers' compensation. Our Loss Control services help manage and reduce our clients overall risk by reviewing loss trends, identifying hazards, offering specific recommendations to mitigate losses, assisting with Safety Committee Development and guidance, and numerous training courses.

Company Information and Advantages

Cecil W. Powell delivers a full array of property-casualty insurance brokerage and risk management services to middle-market and large commercial clients. Our approach is to provide tailored insurance and risk management solutions for clients of every size and industry sector. Our team leverages decades of technical and industry-specific experience to solve complex risk problems, quickly and efficiently. Cecil W. Powell takes pride in providing superior customer services. All customer service representatives and assistants are trained in all aspects of commercial insurance and claims service and are licensed agents.

Apex Underwriters is the nation's premier public entity insurance broker. We are an equal opportunity employer, and publicly owned with combined annual revenues over $1.8 Billion. Apex's continued commitment to focus on the public sector has allowed us to grow 6 Offices, 120 Team Members with a combined $280,000,000 in public sector insurance premium placements throughout the United States. In Georgia, Apex is the largest and oldest Public Entity and Public School Intermediary. We pride ourselves on our knowledge and ability be true partners to you. Our local Georgia team consists of 13 team members with more than 160 years of combined experience, and more than 20 Professional Insurance designations. This team is responsible for more than $60,000,000 in Public Entity/School Premiums, Loss Control & Risk Management Services, as well as Claims Facilitation & Advocacy.

Apex Underwriters Organizational Chart



J. Michelle Hill –*Vice President*
Apex Underwriters
404-966-8916 • hill@apexinsurance.com
1720 Windward Concourse #270, Alpharetta, GA. 30005

Michelle is a Georgia-licensed Property & Casualty insurance professional with vast experience in underwriting and agency management. Her work has focused on municipal and county governments, educational institutes, and water authorities for over 11 years providing property, casualty, and workers compensation programs to insureds across the Southeast. Her unique position of having both underwriting and agency management experience gives her great insight into carrier and agency operations from the inside out, thus allowing her to better understand, serve, and deliver on the needs of her clients. Michelle holds a BA in Business Management from Georgia State University and is a strong believer in continuing education earning both her CISR and CSRM designations.

Gail T. Petree – *Claims Manage*
Apex Underwriters
678-455-5368 • petree@apexinsurance.com
4730 Hammond Industrial Drive #300, Cumming, GA. 30041

Located in our City of Cumming Claims Office, Gail has been with the company since 1987. During this 30+-year period, Gail has worked exclusively in the Public Sector Insurance arena. Previously serving as an Account Manager and Producer, Gail has spent the past 17 years using her extensive knowledge of public entity insurance to serve our clients as Claims Manager for our company's satellite Claims Division. Her thorough understanding of Public Entity property & casualty coverages along with her excellent communication skills allow her to provide prompt, professional claims support services as well as effective dialog between the Insured/Agent and the Insurance Company on all claims-related matters. She has held a Resident GA Insurance License for Property & Casualty for 25 years.

Joan Edmonds – *Sr. Claims Specialist*
Apex Underwriters
678-455-5368 • edmonds@apexinsurance.com
4730 Hammond Industrial Drive #300, Cumming, GA.

As Sr. Claims Specialist in our Cumming Claims Office, Joan has over 30 years of experience in the insurance industry. She holds a Resident GA Insurance License for Property & Casualty and has been with the company since 2004. Her career began with Chubb Group of Insurance Companies, where she served as an inside/outside property adjuster for eight years. Following her tenure with Chubb, Joan she served as Manager of the company's MGA program for public school systems. Her duties included contacting prospective clients, compiling information needed to complete applications for submissions to the carrier and acting as the liaison between the carrier and the client to gather any additional information needed for quotation. Joan's responsibilities include reviewing and processing new claims, assisting the Claims Manager in preparing status reports for upcoming claims reviews, and providing day-to-day customer and local agency service and support for all claims-related issues.

Elizabeth E. Warren – *Director of Loss Control*
Apex Underwriters
770-441-1888 Ext. 7845
warren@apexinsurance.com • 1720 Windward Concourse #270, Alpharetta, GA. 30005

Elizabeth proudly provides Loss Control and Risk Management services to our public entity clients. She was raised in metro-Atlanta and spent eight years in contract and corporate law. She holds a bachelor's degree in Marketing and later received her master's degree in Finance from the University of Georgia. Before joining our team, Elizabeth served as the Risk Manager for one of Georgia's largest cities for six years where she handled property, liability and workers compensation claims for multiple departments including Public Works, Recreation & Parks, and Police & Fire. As the Director of Loss Control for Apex, Elizabeth helps manage and reduce our clients' overall risks by reviewing loss trends, identifying hazards, offering specific recommendations to mitigate losses, and assisting with Safety Committee development and guidance and numerous training courses. With a desire to make a difference in her community, Elizabeth also serves on several local non-profit boards.

Michelle Bennett – *Loss Data Analyst*
Apex Underwriters
678-455-5368 • bennett@apexinsurance.com
4730 Hammond Industrial Drive #300, Cumming, GA. 30041

Michelle began her career with us in the early 1990's and currently serves Apex as a Loss Data Analyst. She holds a Resident GA Insurance License for Property & Casualty and works directly with our claims staff to serve the needs of our clients/agents. Michelle's primary role is ordering and analyzing updated loss information and composing loss history reports for marketing and claims review purposes. She also handles all requests for Certificates of Insurance and assists the Claims Office in reporting new claims and ensuring all acknowledgments, reserve advisory alerts and closing notices are submitted timely. With over 20 years of experience, Michelle's expertise in Public Entity Insurance is key to understanding the complex needs of our clients and agents.

Lindsey Trauger – *Technical Assistant*
Apex Underwriters
770-441-1888 Ext. 7851 • trauger@apexinsurance.com
1720 Windward Concourse #270, Alpharetta, GA. 30005

Lindsey is a graduate of Bauder College and started her insurance career with Apex in 2012. Her primary responsibilities include reviewing and processing all incoming policy change requests and updating and maintaining all our Insured's current asset lists, to include automobile schedules, property statements of value, equipment schedules, etc. Lindsey's attention to detail allows her to efficiently and accurately examine the data presented to locate any potential discrepancies and correct, update, and/or revise the information accordingly. Her work product is crucial to our sales team's ability to ensure all schedules have been thoroughly examined and updated both before, during, and after the marketing process in order to maintain accuracy in quoting.

Apex's Five Largest Relative Property Insurance Placements:

1. DeKalb County School District $3.6B TIV
2. Cullman County, AL $77M TIV
3. City of El Paso, TX $1.8B TIV
4. Liberty County BOE $832M TIV
5. Clarke County, NV $2.3B

Apex Underwriters insures over 20 or more accounts over $500M in TIV.

Largest Complex Accounts:

1. Cullman County, AL
2. Douglas County, GA
3. Apex places insurance for seven State pools
4. Douglas County, NV
5. City of Johns Creek, GA

Five Largest Public Entity Clients Currently Handled:

1. Douglas County, GA
2. City of Johns Creek, GA
3. Henry County BOE
4. Columbus Consolidated Government
5. City of Mobile, AL

Tab 4 – References provided by other clients with comparable services

CITY OF FOLKSTON
541 First Street
Folkston GA 31537
Contact: Leonard "Pender" Floyd
Ph: 912-496-2563
Email: penderlloyd@yahoo.com

MILLER ELECTRIC COMPANY
PO Box 1799
Jacksonville FL 32201
Contact: Summer Starling
Ph: 904-360-4543
Email: sstarling@mecojax.com

JACKSONVILLE SCHOOL OF AUTISM
9000 Southside Blvd, Building 900
Jacksonville FL 32216
Contact: Michell Dunham
Ph: 904-993-0045
Email: mdunham@jsakids.org

GATE PETROLEUM COMPANY
PO Box 23627
Jacksonville, FL 32241
Contact: Thomas S. Glavin
Ph: 904-448-3033
Email: tglavin@gatepetro.com

VALLENCOURT CONSTRUCTION CO., INC
449 Center Street
Green Cove Springs FL 32043
Contact: Marcus McInarnay
Ph: 904-291-9330
Email: marcus@vallencourt.com

March 17th, 2023

Hello,

It is my pleasure to recommend the Cecil W. Powell & Company to you. For more than eight years, Cecil W. Powell & Company has provided the Jacksonville Aviation Authority with insurance brokerage services to meet our insurance needs.

The company was always able to provide insurance brokerage services for the Jacksonville Aviation Authority when called upon. We were especially pleased with their expertise in developing our property insurance program to a professional level.

Please consider Cecil W. Powell & Company for your insurance needs. I recommend them and look forward to working with them again.

Sincerely,
Roger Studenski
Risk and Safety Manager
Jacksonville Aviation Authority

Tab 5 – Ability to furnish required services to best service the City

CWP and its wholesale partners serve as broker for a significant number of catastrophe-exposed clients in the Southeast and would be honored to represent the City of Fernandina Beach in the marketplace. Throughout our agency's history, we have had the great fortune to partner with a number of government/public entities.

The CWP team has had the pleasure of working with the following public entities:

- Charlton County Board of Education
- City of Amarillo, TX (including its Airport and Law Enforcement Property & Vehicles)
- City of Claude, TX
- City of Folkston, GA
- City of Jacksonville, FL
- Jacksonville Aviation Authority

CWP Market Analysis

Extensive risk analysis work is carried out even before we approach markets. As a result, when we engage the marketplace, we are fully prepared to negotiate from an advantageous position based on our depth of understanding of our client's risks. By thoroughly and strategically assessing City of Fernandina Beaches risks in advance, we can successfully demonstrate and substantiate to insurers the rationale behind our marketing proposition.

We take the fundamental view that we will do a better job for our clients, from every aspect, if we know as much as possible about their exposures. That means diving deep into the data, and knowing every aspect of the City's property values, Probable Maximum Loss (PML), flood elevations, neighboring exposures, policy wordings, limit adequacy, retention analysis, etc.

We believe that building a program from a limits, coverage, and pricing perspective requires analysis – running the models, inspecting facilities, reviewing policy wording, stress testing retentions and limits. This sets the stage for competition between property markets regarding terms, conditions and pricing. Using a layered structure, we aren't as dependent on one market or "insurance company". This "pre-underwriting" strategy and approach makes our marketing submission that much more powerful. We do not simply observe market conditions and apply benchmark rates for certain classes of business. Rather, we pre-underwrite your account so that when we bring a price into the market, it is backed by credible, empirical information. In turn, underwriters tend to be much more receptive during negotiations.

Accordingly, CWP's focus on extensive and unparalleled preparation and open and honest communication with markets are the foundation of all our marketing activity and helps persuade and influence the markets ultimately driving market-beating results that only a custom, tailored approach can achieve.

The CWP team approach to marketing consists of continuous review, based on ever-changing market conditions. By staying in constant contact with our various markets and coordinating visits by

underwriters to every location, we solidify their comfort with every aspect of the City's exposures to risk.

Our marketing philosophy is based upon the following key principles:

- The most effective insurance and risk management programs are those designed and maintained by a fully invested partnership among the client, broker, wholesale broker, and the carrier.
- We believe in differentiating our clients in the market in order to negotiate the best possible results.
- Our integrated approach utilizes input from our claims and loss control experts as to the viability of proposed contract language and selection of carriers prior to binding is as critical as implementation of a program.
- We will continually work to broaden the policy form to provide the broadest coverage
- We don't rely on any individual carrier, and by not allowing them to utilize their maximum capacity, we create program stability. By utilizing multiple carriers in a layered approach, the entire program will be shielded from a catastrophe loss.

OSHA COMPLIANCE

Cecil W. Powell & Company has a Dynamic OSHA Recordkeeping and First Report of Injury Platform available on OSHAlogs.com that we can offer clients.

- Enables our clients to:
  - Create accident reports
  - Track and measure injuries
  - Save or print OSHA documents on demand
  - View injury metrics in real time

- Save time by eliminating the need for *double/triple/quadruple* data entry.
- Eliminate errors by not having to transfer data or complete complicated calculations between forms.
- Helps our team at our agency help you
  - We get instant notification of incidents
  - We can view your data in real time

Automatically Generate OSHA Forms:

- Filling out <u>one</u> easy to use online form will allow you to generate PDF versions of all required OSHA forms with a click of a button!
- Includes all OSHA forms:
  - OSHA 300 Log
  - OSHA 300A
  - OSHA 301 Incident Report
- An incredible time saver!

Tab 6 – Location in proximity to Fernandina Beach

Cecil W. Powell & Company's main office is located at 219 N. Street in Jacksonville Florida. All office personnel are based out of this location which is approximately a 49 minute drive to Fernandina Beach.



Tab 7 – Compensation / Cost of Service

The cost of Broker services provided by Cecil W. Powell in response to RFP #23-04 are proposed at $75,000.00 (USD – annually), payable on a quarterly basis. Policies will be issued net of commission.

Tab 8 – Addendum

CWP proposes to include all the work within the Scope of Services as outline in the Request or Proposal RFP – 23-04 provided we can come to a revised, mutually acceptable indemnification agreement which better reflects the nature of professional relationship with, and services rendered by Broker under this RFP – as the current language is "boilerplate" and inappropriate for this agreement

EXHIBITS

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

EXHIBIT "A"

CONTACT SHEET

Name: Arthur J. Gallagher Risk Management Services, LLC

Federal Taxpayer ID: 36-2102482

Mailing Address: 463820 State Rd 200 , Suite 101

City, State, & Zip Code: Yulee, FL 32097

Telephone: 904-548-2302 **Fax:** 904-634-1302

Email: Shaun_Woleshin@ajg.com

Submitted By: Shaun Woleshin

Title: Area Senior Vice President

Accounting Contact:

Name: Corey Markle **Title:** Client Service Manager II

Email Address: Corey_Markle@ajg.com **Phone:** 904-421-4320

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach Florida RFP 23-04 Property and Casualty Insurance Brokerage Services.

2. This sworn statement is submitted by (entity) Arthur J. Gallagher Risk Management Services, LLC whose business address is 501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 36-2102482 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Alex Burton and my relationship to the entity named above is Area President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Signature 3/20/2023 Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20th day of March, 2023, and is personally known to me, or has provided _____ as identification.

MARGO MARIA WYCKOFF
Notary Public - State of Florida
Commission # HH 134248
My Comm. Expires May 25, 2025
Bonded through National Notary Assn.

Notary Public
My commission expires: 5/25/25

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Arthur J. Gallagher Risk Management Services, LLC

CITY: Jacksonville STATE: FL ZIP CODE: 32202

SIGNATURE:  PHONE: 205-414-7049

NAME (TYPED OR PRINTED): Alex Burton TITLE: Area President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-04

Project Description: City of Fernandina Beach Florida
RFP 23-04 Property and Casualty Insurance Brokerage Services

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Arthur J. Gallagher Risk Management Services, LLC

Authorized Signature: Alex Burton

Title: Alex Burton

Date: 3/20/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Alex Burton Title: Area President

Signature: Alex Burton Date: 3/20/2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach Florida RFP 23-04 Property and Casualty Insurance Brokerage Services

This sworn statement is submitted by (entity) Arthur J. Gallagher Risk Management Services, LLC whose business address is 501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 36-2102482 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Alex Burton and my relationship to the entity named above is Area President.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

Alex Burton 3/20/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20th day of March, 2023, and is personally known to me, or has provided _____ as identification.

Margo Maria Wyckoff My Commission expires: 5/25/25
Notary Signature

MARGO MARIA WYCKOFF
Notary Public - State of Florida
Commission # HH 134248
My Comm. Expires May 25, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach Florida RFP 23-04 Property and Casualty Insurance Brokerage Services.

This sworn statement is submitted by (entity) Arthur J. Gallagher Risk Management Services, LLC whose business address is 501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 36-2102482 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Alex Burton and my relationship to the entity named above is Area President.

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

Alex Burton 3/20/2023
Signature Date:

STATE OF FLORIDA
COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 20th day of March, 2023, and is personally known to me, or has provided _____ as identification.

Margo Maria Wyckoff My Commission expires: 5/25/25
Notary Signature

MARGO MARIA WYCKOFF
Notary Public - State of Florida
Commission # HH 134248
My Comm. Expires May 25, 2025
Bonded through National Notary Assn.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
YES_____ NO X

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

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

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

Arthur J. Gallagher Risk Management Services, LLC	3/20/2023
Firm	Date
Alex Burton	Alex Burton, Area President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

Gallagher

Insurance | Risk Management | Consulting

City of Fernandina Beach Florida

RFP 23-04

Property and Casualty Insurance Brokerage Services

March 21, 2023



THE FOLLOWING RESPONSE IS PRESENTED BY:

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

D: 904.548.2302 • M: 904.753.2548
Shaun_Woleshin@ajg.com

Arthur J. Gallagher
463820 State Rd 200 • Suite 101
Yulee, FL 32097

ajg.com

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TAB 1

COVER LETTER AND FORMS

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.**

Executive Summary

Arthur J. Gallagher Risk Management Services, LLC ("Gallagher") is pleased to respond to the City of Fernandina Beach Florida ("the City") RFP 23-04 Property and Casualty Insurance Brokerage Services. Our involvement as the City's broker spans several decades. I personally lead the team that has supported the City for the entirety of my 23 year career. During this time, the City has experienced significant growth and faced new challenges and risks associated with an expanding population, increased tourism, and severe weather events. It has been a great privilege to have worked closely with so many incredible people at the City during my career. I believe the City has greatly benefited from our involvement and likewise — our teams have been enriched through our relationship with the City. The mutual goal has always been developing and executing successful risk management strategies to assure optimal outcomes for the City's taxpayers, employees, community, and visitors.

We recognize the importance of the decision the City is making and hope that as you review our detailed RFP response, the answer to the question of "Why should we select Gallagher?" becomes evident:

Proven Track Record of Providing Solutions for Key Issues

A long-term relationship alone is not a gauge of quality or success. We are proud of what we have accomplished together with the City during our decades of support as your broker and want to be measured by those successes. Many examples are provided within our response, but we have always remained focused and dedicated on helping the City achieve its mission and support the City's strategic goals. As the City does not have a dedicated risk management department, we consider ourselves the risk management arm of the City.



KEY MOMENT IN HISTORY

In 2002, the City had a very unfortunate vehicle accident. At the time, we helped lead an assessment of the City's safety culture that preceded an overhaul of the Safety Committee and other policies and procedures. Since that time, the City has experienced an improved safety culture as evidenced by periods of superior claim results along with other awards and acknowledgements by third parties. We continue to play an active role in helping the City maintain and enhance its safety culture.

Local Experienced Team with On-demand Availability and Flexibility

Our local team has significant tenure supporting the City. We work closely with various departments at the City including: City Manager, City Attorney, Finance, and Human Resources. We regularly attend in-person meetings with City's leadership as well as attend City Commission, Safety Committee, Employee Training, and department meetings as the needs arise. It is not uncommon that we might attend meetings with only hours' notice and our cell phones are available during non-working hours and days.

Unparalleled National and Florida Public Sector Expertise & Resources

Gallagher has 10,000+ public sector clients that represent $1.5B+ in annual premiums. 200+ Florida public sector clients, with over 40 Florida professionals serving the public sector. The Public Sector practice is one of Gallagher's largest industry verticals. Our Public Sector Practice regularly shares and distributes relevant and timely risk related information that benefits our clients and support teams. As this RFP is specific to a broker only, our response includes Gallagher specific resources and not those of the insurance carriers, although engaging and utilizing those resources is an important part of our role as your broker.

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Unencumbered Market Access and Clout

Gallagher's size and global reach allows broad access and leverage with all major domestic and international insurance and reinsurance carriers. As it relates to Florida, the core markets for the main coverages for municipalities, like Fernandina Beach, have been the Non-Profit Insurance Trusts. Gallagher has no common financial ownership with the Trust Administrators thus allowing for access and unbiased counsel when competing options are desired by the City. We have a history of strategically creating competition to drive down premium costs and assure the optimal delivery and engagement of the Trusts resources. For example, in 2019 we executed a RFP process in a challenging marketplace (i.e. double digit increases were common) that solicited options from the two largest insurance trusts (PGIT and FMIT) that led to a 32% decrease (~280k) while enhancing coverage and eliminating deductibles. We have had an integral role in the long-term relationship the City has had with Preferred Governmental Insurance Trust (PGIT).

Systematic Total Cost of Risk Approach

Gallagher's **CORE**360® approach offers a systematic model to examine the six cost drivers of risk management–insurance premiums, program structure, loss prevention & claims, uninsurable and uninsured losses, coverage gaps, and contractual liability. We will use **CORE**360 as the blueprint for our strategic plan to examine your risk management program

Ongoing Commitment

We believe staying with Gallagher is the best overall value in assisting the City's pursuit of sustaining a cost effective and comprehensive risk management program. Gallagher has the experience, resources, discipline, and insurance carrier relationships to help guide the City into the future.

We hope our response further demonstrates Gallagher's commitment and the best extension to your risk management team. Again, we are grateful for the opportunity to remain the City's insurance broker for many years to come.

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

D: 904.548.2302 • M: 904.753.2548
Shaun_Woleshin@ajg.com

Arthur J. Gallagher
463820 State Rd 200 • Suite 101
Yulee, FL 32097

© 2023 Arthur J. Gallagher & Co.

Licenses

State of Florida
Department of State

I certify from the records of this office that ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on February 28, 2023.

The document number of this limited liability company is M23000002596.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023 and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of March, 2023

Secretary of State

Tracking Number: 6355015631CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

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FLORIDA DEPARTMENT of FINANCIAL SERVICES

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES,LLC

2850 GOLF RD
ROLLING MEADOWS IL 60008

Agency License Number L016894

Location Number: 132429

Issued On 09/12/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SHAUN T WOLESHIN

License Number : D050923

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	09/19/2000

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

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EXHIBIT "A"

CONTACT SHEET

Name: Arthur J. Gallagher Risk Management Services, LLC

Federal Taxpayer ID: 36-2102482

Mailing Address: 463820 State Rd 200 , Suite 101

City, State, & Zip Code: Yulee, FL 32097

Telephone: 904-548-2302 **Fax:** 904-634-1302

Email: Shaun_Woleshin@ajg.com

Submitted By: Shaun Woleshin

Title: Area Senior Vice President

Accounting Contact:

Name: Corey Markle **Title:** Client Service Manager II

Email Address: Corey_Markle@ajg.com **Phone:** 904-421-4320

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "B"

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach Florida RFP 23-04 Property and Casualty Insurance Brokerage Services

2. This sworn statement is submitted by (entity) Arthur J. Gallagher Risk Management Services, LLC whose business address is 501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 36-2102482 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Alex Burton and my relationship to the entity named above is Area President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____
Notary Public
My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: Arthur J. Gallagher Risk Management Services, LLC

CITY: Jacksonville STATE: FL ZIP CODE: 32202

SIGNATURE: Alex Burton PHONE: 205-414-7049

NAME (TYPED OR PRINTED): Alex Burton TITLE: Area President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-04

Project Description: City of Fernandina Beach Florida
RFP 23-04 Property and Casualty Insurance Brokerage Services

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: Arthur J. Gallagher Risk Management Services, LLC

Authorized Signature: Alex Burton

Title: Alex Burton

Date: March 20, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

Signature: Alex Burton Date: March 20, 2023

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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EXHIBIT "F"

CONFLICT OF INTEREST STATEMENT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach Florida RFP 23-04 Property and Casualty Insurance Brokerage Services

This sworn statement is submitted by (entity) Arthur J. Gallagher Risk Management Services, LLC whose business address is 501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 36-2102482 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Alex Burton and my relationship to the entity named above is Area President.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

_____
Signature Date:

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

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EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach Florida RFP 23-04 Property and Casualty Insurance Brokerage Services.

This sworn statement is submitted by (entity) Arthur J. Gallagher Risk Management Services, LLC whose business address is 501 Riverside Avenue, Suite 1000, Jacksonville, FL 32202 and (if applicable) Federal Employer Identification Number (FEIN) is 36-2102482 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Alex Burton and my relationship to the entity named above is Area President.

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

_____
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

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EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES___ NO X

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

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

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

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

Arthur J. Gallagher Risk Management Services, LLC	March 20, 2023
Firm	Date
Alex Burton	Alex Burton, Area President
Authorized Signature	Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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Lawsuits & Litigations

While our Jacksonville and Yulee based firms (previously Harden) have not been involved in any filings in request for equitable adjustment, contract claims, bid protest, or litigation in the past five years, as with any business, Arthur J. Gallagher & Co. and its affiliates ("Gallagher") may be involved in multiple regulatory actions, investigations or lawsuits (collectively, "Actions").

Specific details of Actions to which Gallagher is subject are noted in reports to the SEC, which are available in the Investor Relations/SEC Filings section at www.ajg.com, particularly in the "Commitments, Contingencies and Off-Balance Sheet Arrangements" footnote to Gallagher's financial statements set out in Gallagher's most-recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q.

You may access these forms at ajg.com, under the tab "Investor Relations." We respect your interest in asking this question but are unable to give any more specific detail than can be found within the public information locations noted in this response.

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TAB 2

FIRM QUALIFICATIONS

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.**

History of Harden

Legacy Harden & John T. Ferreira Insurance Office Merger Partner with Arthur J. Gallagher

In the mid-80s, Harden became part owner and managing partner of John T. Ferreira Insurance. In 2020, Harden merged into Gallagher thus greatly expanding our resources with being noted as the nation's largest public sector broker and one of the largest broker in the world.

About Gallagher

Gallagher is one of the world's largest insurance brokerage, risk management and consulting firms. As a community insurance broker and trusted local consultant, we help people and businesses move forward with confidence. With more than 44,000 people working around the globe, we're connected to the places where we do business and to every community we call home. Managing risk with customized solutions and a full spectrum of services, helping you foster a thriving workforce, and always holding ourselves to the highest standards of ethics to help you face every challenge for more than 95 years—that's *The Gallagher Way.*

1927	1,200+	$8.3B	44,000+	130+
Founding year	Global offices	Total Brokerage & Risk Management revenues (2022)	Employees	Countries served

Gallagher was one of the first brokers to transition from simply brokering insurance to providing true risk management services by identifying exposures, then developing and implementing ways to reduce those risks. In 1938, we designed the first retrospective rating program, which gave clients credit for holding down their losses. Gallagher once again broke new ground in 1963 by forming the first non-workers' compensation self-insurance program and formed Gallagher Bassett Services, Inc. to administer claims and loss control services. In 1984, Gallagher became a publicly-traded company (NYSE: AJG). Our most recent financial report can be found on our website www.ajg.com under the "Investor Relations" tab.

Today, Gallagher has 28+ specialized practice groups paired with managing directors to support these segments with continuous growth, research, and knowledge. Gallagher companies plan and administer a full array of insurance services to support our clients and our practice groups.

28+ INDUSTRY PRACTICES

SUPPORTING SERVICES

- Casualty/Property
- Commercial Surety & Bonds
- Health & Benefits
- Management Liability
- Credit & Political Risk
- Human Resources & Compensation
- Cyber
- Financial & Retirement Services
- and more



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Gallagher's **CORE**360® Approach to Risk Management

Traditional Total Cost of Risk
actual costs



● Retained Losses ● Premiums ● Administration

CORE360® Approach
actual and potential costs



The goal of our **CORE**360® approach is to optimize your total cost of risk.

We accomplish this goal by adhering to a comprehensive and well organized process, under which we discuss each **CORE**360 cost driver, beginning with Insurance Premiums and ending with Contractual Liability.

The intent of our CORE360 Approach is to help you execute three critical objectives:

1. Determine your Optimal Risk Management Program
2. Minimize your Total Cost of Risk (TCOR)
3. Improve your Financial Health or Profitability

INSURANCE PREMIUMS
Cost for all your existing insurance policies. It also includes our compensation as your broker.

PROGRAM STRUCTURE
How the individual pieces of your program work together, as well as how you balance your risk appetite against your loss experience.

COVERAGE GAPS
Potential costs from any gaps in existing policies, such as sublimits, removable exclusions and extensions of coverage.

UNINSURED & UNINSURABLE LOSSES
Potential or actual costs of any risks you knowingly or unknowingly leave uninsured or uninsurable.

LOSS PREVENTION & CLAIMS
Your participation in a loss and how you minimize costs through appropriate loss prevention programs and claims management.

CONTRACTUAL LIABILITY
Costs resulting from the unsuccessful transfer of risk to, or assumption of uninsured liability from, a third party.

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LEVERAGING RESOURCES OF THE INSURANCE CARRIERS

In addition to Gallagher resources, we also believe a successful risk management strategy often involves maximizing the resources of the insurance carriers. In the past 20+ years, we have continued to work closely with and engaged the resources of the City's insurance carrier Preferred. We will continue to seek commitments of resources from any of the City's carriers and hold them accountable to high standards and the delivery of services and support that align with the City's requirements.

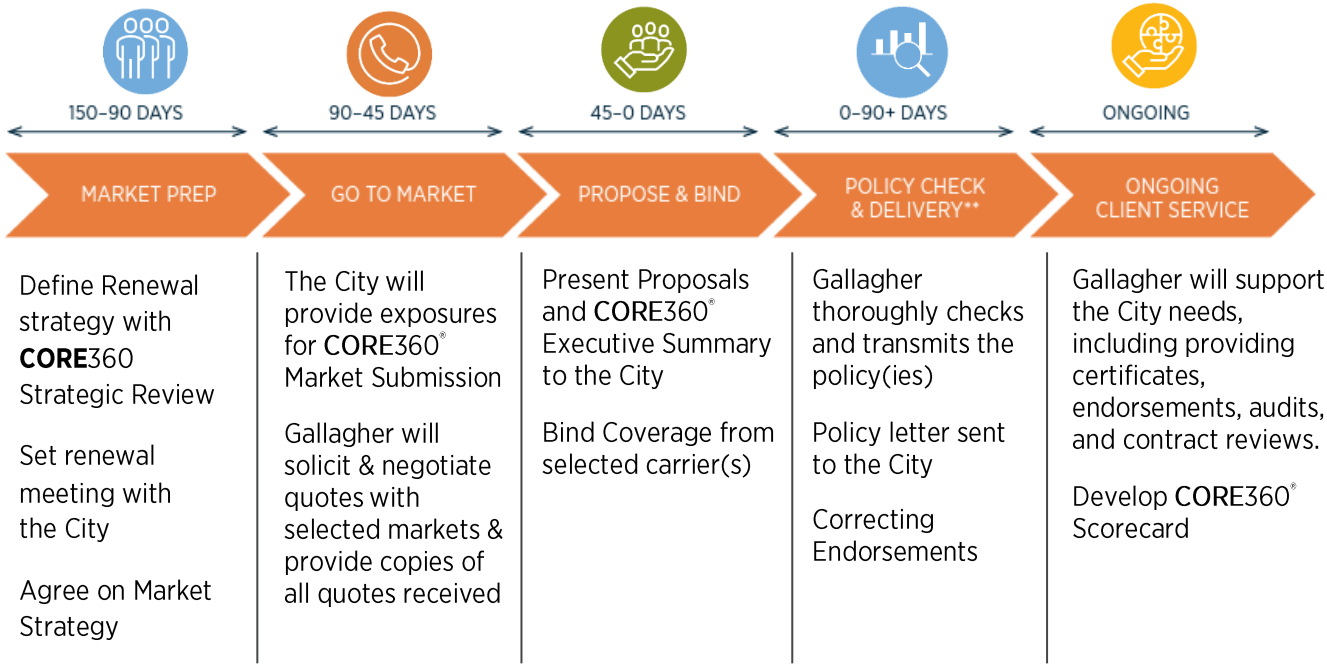
Gallagher's Approach to Service and Marketing

We use **CORE**360 as the blueprint for our strategic plan to examine and service your risk management program, breaking down the cost drivers, establishing goals, and measurable actions for the each policy period.

CORE360® Stewardship Reports: We will submit annual stewardship reports and hold stewardship meetings where you can evaluate our performance and offer feedback. Stewardship meetings are designed for open, clear communication between the risk manager and the broker. We will bring your carriers to the table as part of the stewardship process to evaluate coverage and goals. Gallagher's stewardship report uses **CORE**360 to analyze how we've managed your total cost of risk and focus on the core areas of account management, marketing, risk control, and claims support.

Approach to Marketing: Gallagher's approach is different from other leading brokers. The same team that interacts with the client is the team that communicates and negotiates with the underwriters. This way, we build successful, long-term underwriting relationships for both our clients' and carrier partners' benefit.

- **STREAMLINED COMMUNICATION:** Gallagher ensures that communication between client and insurer only travels through one person – your Gallagher point of contact.
- **CONSISTENT, HIGH-QUALITY SUBMISSIONS:** By providing underwriters with a complete submission that paints a clear picture of your organization, we make it easy for underwriters to determine their interest in writing the account.
- **TRANSPARENCY:** Gallagher's service platform builds successful, long-lasting underwriting relationships. Accountability is built into the process because it is the same person doing both the servicing, and the marketing.



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Gallagher Analytics: Gallagher Drive

Benchmarking Services

Compare your insurance program structures against industry peers and make more informed purchasing decisions around your coverages, your limits and potential exposures.

Placement Analytics

Gallagher has decades of experience working with carriers complemented with unique trade data to help ensure you optimize your insurance panel along with your total cost of risk. Review carriers to ensure risk is being managed with the right carrier.

Claims Analytics

Gallagher's proprietary data combined with our robust forecasting and modeling tools can help you better analyze your organization's loss history and related impacts.

Consulting Services and Solutions

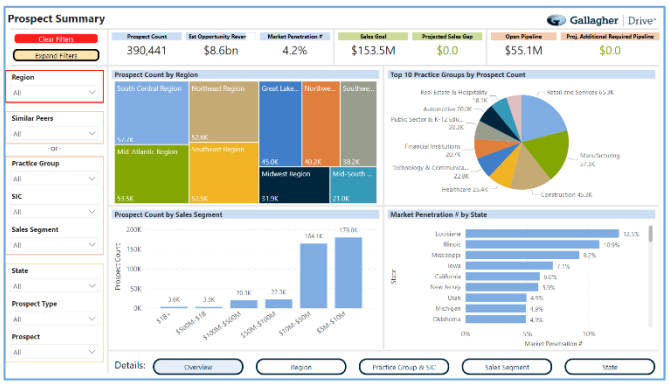
Our comprehensive suite of data visualizations and dashboards provide a visual story of the factors that comprise your specific total cost of risk. Our analytics consultants can show how they work together to deliver the performance your organization requires.

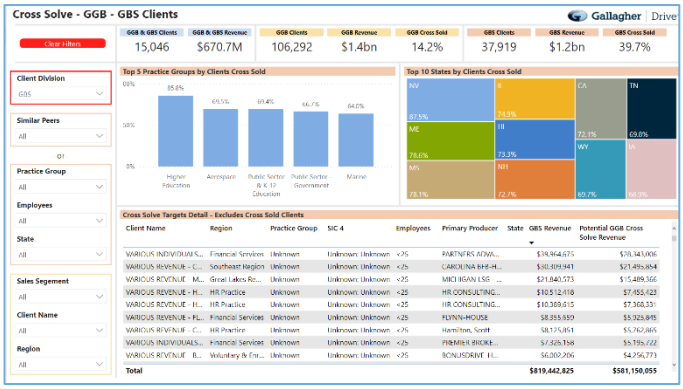
Gallagher | Drive®

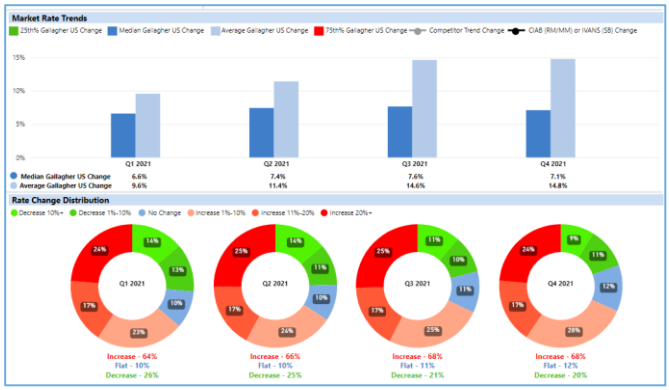
Gallagher delivers powerful results through the combination of over 95 years of experience and power of data and analytics.

SAMPLE DASHBOARD









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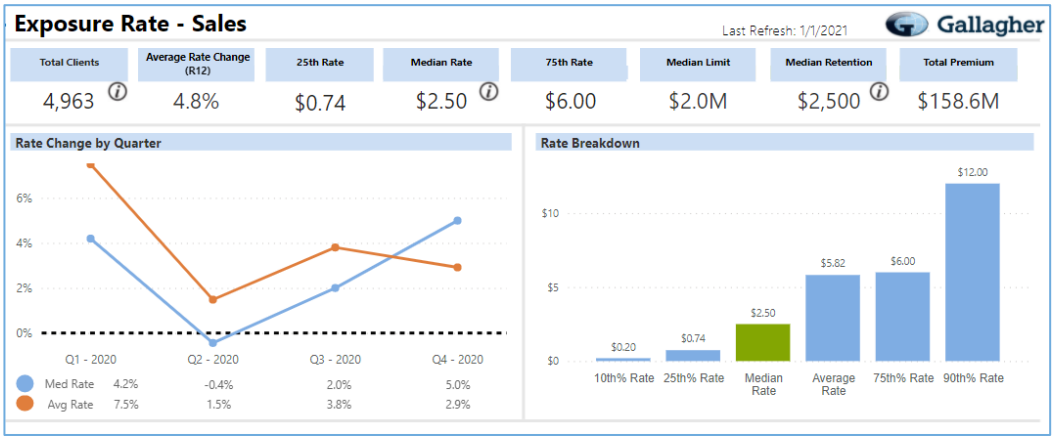
Gallagher

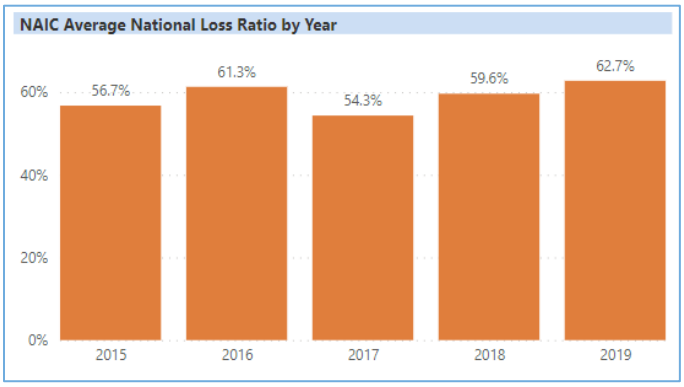
Benchmarking Services

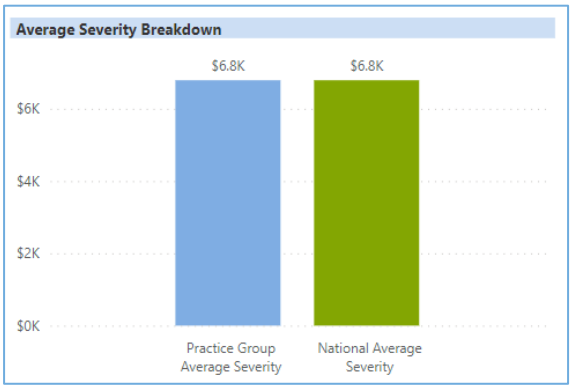
Benchmarking plays one of the most crucial roles and managing an organization's risks. Gallagher Drive works to create a customized benchmarking report based on limits, retentions, coverages, and losses due to our large Public Sector database. Utilizing innovate technology and drawing upon Gallagher and third-party trade data, we are able to benchmark the City's insurance program structures against your peers in real time.

Not only are these dashboards used to benchmark your limits and rates by lines coverage, they can go even further with filters such as size, region, and practice, to prepare the most detailed and well-rounded report possible. Our benchmarking tools and capabilities are fully integrated with our **CORE**360 approach to compare your limits to loss data and provide a holistic, comprehensive view of the City's TCOR.

SAMPLE GENERAL LIABILITY BENCHMARKING REPORT







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Gallagher Forecast: Placement Analytics

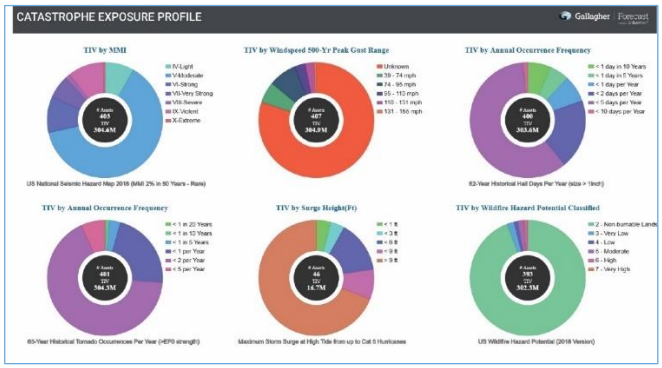
Natural events like earthquakes, floods, and wildfires are often unavoidable. However, they can be prepared for. Gallagher was part of a group that beta tested a real-time data management and CAT Modeling platform available through Gallagher Forecast. This tool provides the ability to look at live exposure data and analyze information in order to quantify risk profiles and program efficiencies. This data analysis can empower clients to make better risk decisions and draw conclusions in order to have more options when talking to property markets. Gallagher Forecast:

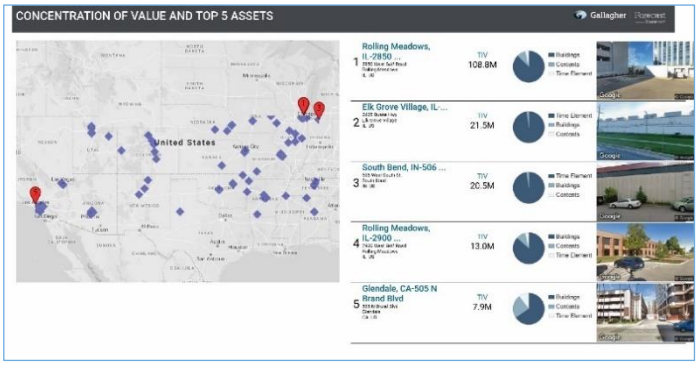
- Improves Modeling turnaround time, "speed of thought" risk analytics
- Brings real-transparency to risk modeling and unlocks the value of the data
- Use historical event footprints to "sense check" model results
- Organize risk factors and empower the team when talking to markets
- Check model results from standard vendors (RMS, AIR, etc.)
- Provide what-if scenarios to improve confidence in placement terms
- Proactively communicate impact of real-time events

Gallagher | Forecast

SAMPLE DASHBOARD

Catastrophe Exposure Profile and Detailed Analysis of Most Impactful Catastrophe Exposures



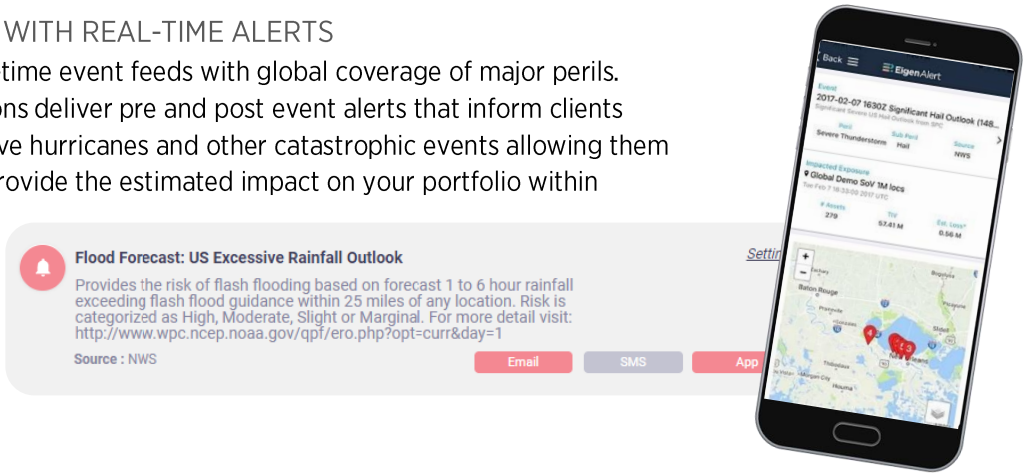


In addition, the profile report contains a handful of similar views, such as:

- Construction Occupancy Protection Exposure (COPE) Drivers of Value and Data Quality
- Other Catastrophe Exposure Profiles
- Concentration of Values and Top 5 Assets
- Top 5 Assets by US National Seismic Hazard
- Top 5 Assets by Tropical Cyclone Occurrence Frequency
- Top 5 Assets by Hail Occurrence Frequency
- Top 5 Assets by Storm Surge Hazard
- Top 5 Assets by Wildfire Hazard Potential

REAL-TIME EVENT RESPONSE WITH REAL-TIME ALERTS

Gallagher Forecast allows for real-time event feeds with global coverage of major perils. These automated event notifications deliver pre and post event alerts that inform clients about their assets exposed to active hurricanes and other catastrophic events allowing them to mobilize resources efficiently provide the estimated impact on your portfolio within minutes of an event. These alerts also allow you to facilitate disaster preparedness and response, business continuity, and supply chain resiliency.



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Carrier Comparisons

Drawing on Gallagher's trade data we identify which carriers have an appetite for your risk and their average premium rate. Using this data, we optimize your insurance panel while also seeking to optimize your total cost of risk. Our data-driven approach ensures we identify the top carriers with the best solutions for your risks.

SmartMarket

Gallagher | SmartMarket

SmartMarket, our proprietary platform, matches your specific needs with the most appropriate insurance company. We are developing the next generation of our SmartMarket platform, which will allow carriers real-time access into market trends and renewal opportunities. Allowing our insurance company partners direct visibility into your needs enables them to select those businesses that match their available capacity, creating a more competitive marketplace for you.

Claims Analytics

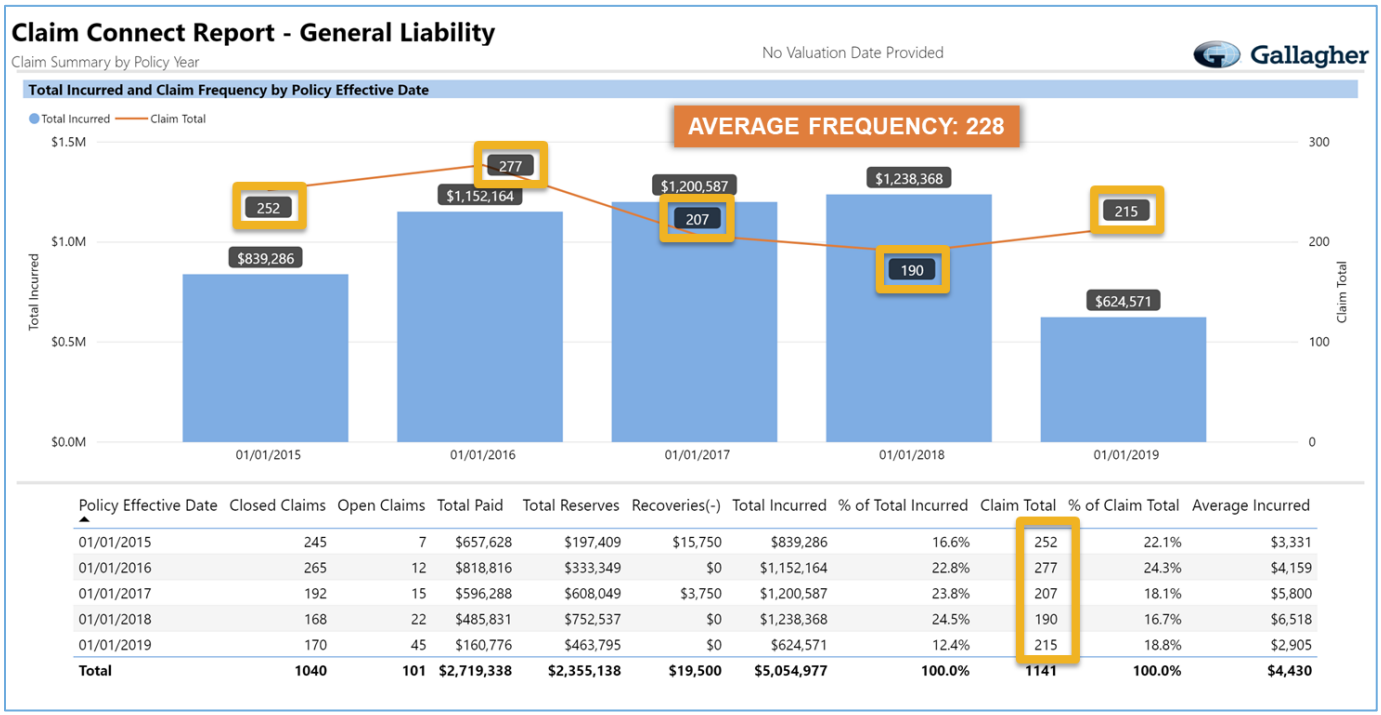
CASUALTY ANALYTICS

Our casualty analytics use Gallagher's proprietary data as well as industry best practices to benchmark your program. This process allows us to identify areas of strength and opportunities for improvement. We also benchmark your losses against our industry-leading claims database to make specific recommendations on your risk management program. In analyzing your data, we show claim trends within your loss history.

CLAIM CONNECT REPORT

We built a specialized dashboard to help us understand our clients' risk from an actuarial and analytic perspective called the Claims Connect Report. Our Claims Connect Report quantifies your claims loss risk and helps you better understand your unique claims/loss environment and provide insight into their potential future losses.

Ultimately, the report enables clients like the City to develop an action plan for improving overall loss experience.



Policy Effective Date	Closed Claims	Open Claims	Total Paid	Total Reserves	Recoveries(-)	Total Incurred	% of Total Incurred	Claim Total	% of Claim Total	Average Incurred
01/01/2015	245	7	$657,628	$197,409	$15,750	$839,286	16.6%	252	22.1%	$3,331
01/01/2016	265	12	$818,816	$333,349	$0	$1,152,164	22.8%	277	24.3%	$4,159
01/01/2017	192	15	$596,288	$608,049	$3,750	$1,200,587	23.8%	207	18.1%	$5,800
01/01/2018	168	22	$485,831	$752,537	$0	$1,238,368	24.5%	190	16.7%	$6,518
01/01/2019	170	45	$160,776	$463,795	$0	$624,571	12.4%	215	18.8%	$2,905
Total	**1040**	**101**	**$2,719,338**	**$2,355,138**	**$19,500**	**$5,054,977**	**100.0%**	**1141**	**100.0%**	**$4,430**

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Additional Technology Tools



Gallagher | eRiskHub®

eRiskHub® is an interactive client portal that provides access to information and educational tools such as a data breach cost calculator, how to protect yourself from cyber risk exposures, how to respond to a data breach, and sample employer data/electronic device policies.

Gallagher | Submit

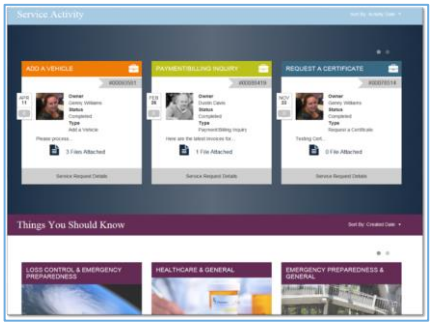
Gallagher Submit is our brand new electronic application software that pulls data from EPIC (our client database and billing system) which means less completion of tedious applications. Gallagher and their client can work simultaneously on renewals to properly execute renewal applications, updated exposures, schedules, etc.

Gallagher | Verify℠

Gallagher Verify is Gallagher's preferred certificate tracking, verification, and compliance software that has been successful at helping our clients reduce the administrative cost of managing vendor compliance and in increasing overall vendor compliance.

Gallagher | Insight

Gallagher Insight is a customizable, user-friendly, and secure web portal used for document sharing and communication, allowing for real-time collaboration between you and your Gallagher team. Insight affords you the ability to submit service requests, view documents, and engage your account team.



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INVOLVEMENT IN THE SAFETY COMMITTEE

Shaun has been involved with the City's Safety Committee since the start of his career in 2000. He played a key role in the restructuring and leadership of the Committee in 2002 following an unfortunate vehicle accident. Since that time, the City's Safety Committee has often served as a best-in-class model to other Florida public entities. In 2019, the City's Human Resource Director was named by Preferred as the "Risk Manager of the Year" out of a pool over 400 members. With COVID-19, the Safety Committee was temporarily put on hold but we are excited about Denise's kickoff of the Safety Committee in 2023 and will continue to play an active role in it in the future.

National Risk Control Team: Claims Advocacy

With an average of 20 years of experience, our staff consists of more than 150 claims professionals across the country delivering superior claims services to our clients.

OUR SERVICES

INITIAL CLAIM REPORTING

- Reporting claims promptly to insurance carriers is essential in obtaining the most desirable result. For claims that require our immediate involvement, we provide alternative methods so our claims professionals can quickly engage.

LARGE LOSS CONSULTATION

- Our claims team immediately engages the adjuster and, if required, upper management.
- We continue to consult on the claim until it is resolved as efficiently as possible with the best possible outcome.

ADVOCACY

- Our job is to ensure you receive the highest level of service from your carriers and that coverage is interpreted in your best interest. We address your coverage questions as they arise and aggressively advocate on your behalf when necessary.
- We also:
  - Intervene on claims involving coverage issues and reservation of rights letters
  - Advise on selection of defense counsel
  - Work with claims adjusters to pursue the best defense strategy

CLAIMS REVIEW

- We recommend that our claims team participate in all carrier claim reviews.
- We will:
  - Agree on a schedule for the reviews with you and your carrier
  - Coordinate the type of review, in person or on phone, secure a location for the review, and identify files to be reviewed
  - Participate in the claim reviews to provide value-added expertise
  - Deliver a summary of claim reviews time frames

Advocacy

Gallagher has committed significant resources to advocate for our clients, both in terms of traditional claims adjustment and the more complex interactions with FEMA to ensure effective claim recoveries. We maintain a staff of highly experienced property claims consultants

PRE-LOSS SUPPORT

Effective pre-loss strategies are a core component of Gallagher's claims management services to the City. Gallagher's team integrates our claims response services with your existing Disaster Recovery Plans and other claims and risk management plans you have in place now.

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The Gallagher team identifies and analyzes ways to continually refine the City's current practices, and their interrelation with your insurance carriers, other local municipalities and Stafford Act requirements. One area of concentration includes coordinating pre-loss contracts as outlined by guidelines for reimbursement under Public Assistance programs to ensure effective claims response and continuity.

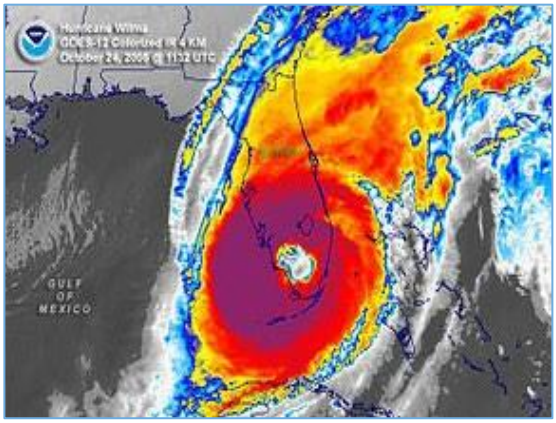
Utilizing a designated general adjuster is a standard, and a most effective approach to managing property claims where multiple insurers participate on one program. Our team first starts with getting upfront policy terms agreement by getting all carriers to agree to one manuscript form across the property placement to prevent any misunderstanding of coverage during a loss. We also make sure your adjusting team has the capacity to respond during a Catastrophe event and not spread thin because they have too many clients in the area preventing the City from getting the essential help needed.

LOSS RECOVERY, NEGOTIATION AND DISPUTE RESOLUTION

Gallagher will coordinate with the City, your coordinating adjuster, and participating insurers to facility a prompt response following a loss. At this stage, we work with your team to engage the pre-loss plan including coordination of contractors, insurers and claim staff. These services include, but aren't in any way limited to:

- Coordinating Assigned General Adjuster to inspect property and extent of loss
- Assist in recommendations with the City's staff and remediation experts on ways to preserve property
- Coordinate initial insurer meetings with Assigned General Adjuster and team
- Participate in claim review meetings
- Dedicated claims examiners – ultimately, a claims examiner from each participating insurer will work with the general adjuster on claims resolution. Our approach is to identify and build relationships with these representatives prior to the loss
- Identify & potentially contract with forensic accountants, disaster recovery/mitigation contractors – discuss the client's procurement requirements relating to these contracts
- Work closely with Risk Management's Property Loss Control Director and team to ensure their needs are met
- Assist in recommendations with the City's staff and remediation experts of ways to preserve property
- Process training to various departments and individuals on the claims management plan, as needed

A successful claim negotiation is a consensus-building process, which begins at the time of loss. When properly carried out, the process is a combination of decision-making, communication and most importantly, negotiation. A well-preserved claim presents the City's case strongly, and establishes your perspective at the outset. Realistic goals, the application of past lessons learned, and the commitment to act constructively in controlling the process are the keys to effective claim management.



GALLAGHER NATURAL HAZARDS & DISASTER RESPONSE PLATFORM

Gallagher provides a cloud-based platform to analyze, collect and investigate property exposures in addition to coordinate effective claim responses following natural disasters. Our technology platform allows you to perform "what if" scenarios, analyze flood and other natural hazards, along with model events to determine their impact on the City. Many clients have found this platform to be invaluable during disaster situations.

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INTRODUCING ADDITIONAL RISK CONTROL

In addition to the local team and claim advocacy services, the City has access to the Gallaghers National Risk Control Team (overview included within). These risk control and claims advocacy services provide an added layer of robust and highly qualified resources that will assist in unique claim scenarios (i.e. large loss consultation) and other risk control initiatives. Example: Shaun outlined an approach to maximize the online learning platform through integration with the City's HR software via an API connection. Our teams can work with the City's IT professionals and the Learning Management Systems IT team to assess the feasibility of this integration to improve the utilization, efficiencies, and effectiveness of online training.

National Risk Control Team: Risk Control

Gallagher's National Risk Control team has over 90 safety and risk control professionals to help the City successfully manage and navigate your risk program. Our consultants have extensive experience with public sector clients and understand the current and emerging risks, regulations, safety and health management systems, and various operational exposures.

Gallagher has included risk control resources in our base fee to assist the City with identifying claim trends and identifying areas to improve current loss prevention measures. Those resources include on-site consulting work, training modules, online loss prevention resources, periodic safety flyers/materials, and webinars on critical safety issues.

PROPOSED RISK CONTROL SERVICE OFFERING TO THE CITY

On Site Risk Assessment	**On-site assessment consists of reviewing operations, identifying potential risk/hazards and recommending corrective actions. Services Gallagher can provide include:** • Conducting a gap analysis to compare existing programs to your internal standards/best practices • Reviewing operations, as requested, to assist in managing risks. Using claims loss trending to determine areas to consider for on-site risk assessments • Accompanying and assisting insurance carriers when needed • Providing technical support for the risk management team in areas of safety/risk concerns
Risk/Safety Educational Training	**Develop/conduct safety educational training for managers, supervisors and employees. Services Gallagher can provide include:** • Conducting risk/safety training onsite or through "live" webinar series • Conducting Gallagher proprietary Supervisor Safety Management Skills Training (Maintenance Department) • Working with the risk management team to determine where specific training may be required • Providing safety training on various operational exposures and high-risk operations • Providing access to Gallagher's proprietary **CORE**360 Online Safety Training Platform
Program Consultation	**Program evaluation, assessment and recommendations to various operational risk. Services Gallagher can provide include:** • Providing safety program and procedure development. • Reviewing existing safety and health procedures and provide recommendations • Reviewing the "Fleet Safety Program" and comparing the program to industry standards of practice • Developing a safety-training matrix or reviewing existing training matrix for various job positions
Special Projects	**Client requested services for emerging risk or concerns (examples):** • Participate in accident investigation with the risk management team on serious accident events • Work with risk management team on emerging risk

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Samples of Loss Control Service Projects

GOVERNMENT CLIENTS	PROJECT
Palm Beach County	Palm Beach County Convention Center Risk Assessment
City of Indianapolis/Marion County Jail	Site Risk Assessment for Correctional Officers-Non-Inmate
Broward County Aviation	Liability Aviation Claim File Review/Analysis
State Department of Corrections	Training for Correction Officers – Stair Falls
State DCF Florida State Hospital	Site Assessment Slip/Fall Hospital Setting
State of Florida DCF	Workers Compensation Claims Reduction Strategy
State of Florida DRM	State Interagency Council Technical Presentations to all State Agencies
State of Florida DCF	Ergonomic Assessment Training – Call Centers
Polk County BoCC Corrections	Food Service Slip & Falls Inmates/Officers
Polk County BoCC Nursing Home	Worker Injury Reduction Program
St. Johns BoCC	Liability Site Assessment – Amphitheater
St. Johns BoCC	Site Assessment – Utilities, Public Works, Parks
St. Johns BoCC	Supervisory Safety Management Training
Volusia County BoCC – Fleet Mgt	Vehicle Maintenance Shops Site Assessment
Volusia County BoCC – Fleet Mgt	Vehicle Maintenance Supervisor/Employee Training
Brevard County BoCC – Risk Mgt	Claims Analysis Sheriff Office /Sheriff Office Mgt.
Hillsborough BoCC – Risk Mgt.	Safety Committee Technical Presentation
Hillsborough BoCC – Risk Mgt	Developed County Safety Performance Metric System
Hillsborough BoCC – Risk Mgt	Site Assessment Utilities Property Coverage Issues
Lee County BoCC – Risk Mgt	CD Training Program Fire Rescue Patient Lifting
Lee County BoCC – Risk Mgt	CD Training – Library Proper Lifting Training
Lee County BoCC- Risk Mgt	Procedural Development (Safety Manual)
Lee County BoCC- Risk Mgt	Safety Committee Technical Training
Seminole County BoCC – Risk Mgt	Site Assessment (Utilities/Clerk of Court)
Naples Aviation Authority	Operational Risk Assessment – Gap Analysis
Florida Keys Aqueduct Authority	Managers/Supervisor Accident Investigation Training
Florida Keys Aqueduct Authority	Liability Risk Assessment Supervisor Training
City of Hollywood	Confined Space Training and Assessments
City of Hollywood	Excavation Safety Training
City of Hollywood	Driver Safety Awareness Training

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City of West Palm Beach	Utilities Water Treatment Site Assessment
City of West Palm Beach	Safety Committee Technical Presentations
City of West Palm Beach	Developed Injury Reduction Incentive Program
City of West Palm Beach	Develop Defensive Driving Training Program
City of Miramar	Supervisory Training – Accident Investigation
City of Miramar	Supervisory Training – Vehicle Accident Prevention
City of Miramar	Accident Investigation Fatality Case (Assistance)
City of Pembroke Pines	Claims Analysis Trending
City of Pembroke Pines	Police HQ Office Ergonomic Assessment
City of Coral Gables	Safety Committee Development & Training
City of Coral Gables	Technical Procedural Review (Police & Fire Services)
City of Coral Gables	Over 10 Different Training Programs – Public Works, Landscaping, Recreation, Code Enforcement, Fleet
City of Riviera Beach	Claims Analysis and Trending
City of Riviera Beach	Site Assessment/Gap Analysis – Various Departments
City of Riviera Beach	Executive Committee Worker Protection Program
City of Rivera Beach	Developed Return to Work Program
City of Rivera Beach	Traffic Work Site Protection
City of Key West	Excavation and Trenching Safety Training
City of Key West	Security/Vandalism Site Risk Assessment
City of Key West	Bus Driver Operation Safety Training

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Risk Control Education & Compliance Resources

Gallagher STEP - Reduce Your Risk and Simplify Training



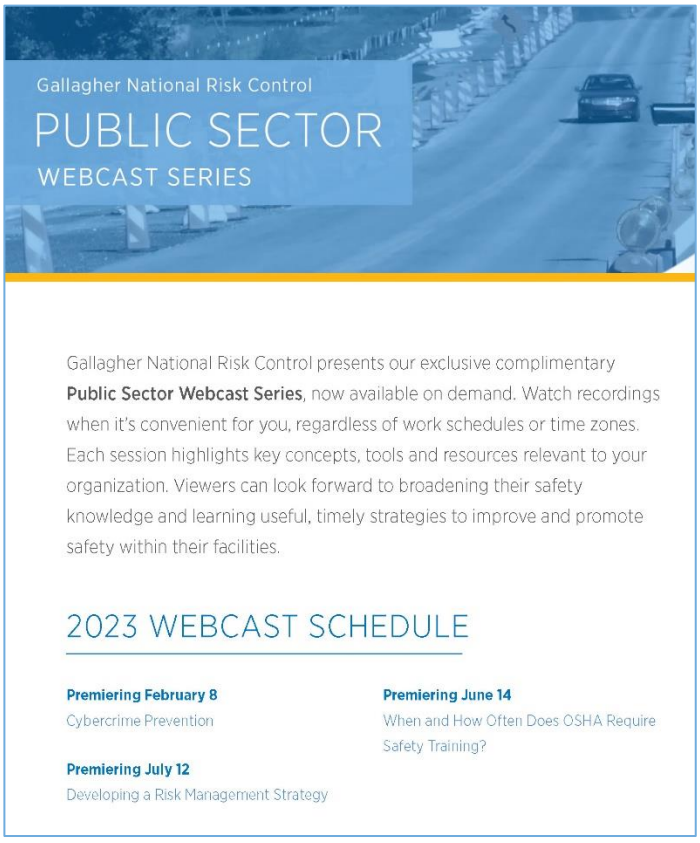
Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future. Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

KEY BENEFITS OF GALLAGHER STEP

- Register for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- Save valuable time by assigning employee training and monitoring their latest progress and completion.
- Simplify the process of training to stay in compliance and avoid costly penalties.
- Onboard and train an unlimited number of users while enhancing your overall risk control program.

MOST POPULAR TRAINING MODULES:

- Sexual Harassment and Discrimination
- Slip, Trip, and Fall Training
- Electrical Safety Training
- Back Safety Training
- Safe Lifting Practices
- GHS Hazard Communication
- Fire Prevention Basics
- Personal Protective Equipment



Public Entity Publication (PEP) Talk

PEP Talk is published by Gallagher National Risk Control, are electronic publications promoting safety and covering insights relevant to Public Sector clients. These bulletins will enable you to review your program and provide information to assist you in strengthening your risk management plans.

Public Sector Webcast Series

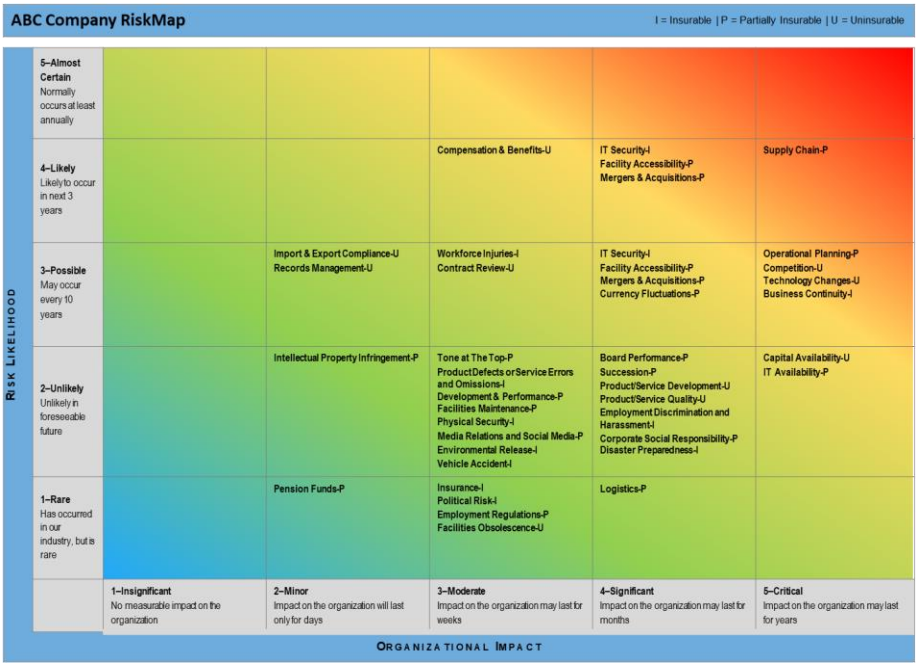
Gallagher National Risk Control's Public Sector/K-12 working group presents our exclusive, complimentary Public Sector Webcast Series, now available on demand. Watch recordings when it is convenient for you, regardless of work schedules or time zones. Viewers can look forward to broadening their safety knowledge and learning useful, timely strategies to improve and promote safety within their facility.

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Gallagher RiskMap — Strategic Risk Assessment

Gallagher RiskMap will help bring light to and better understand your risks. This is done by having leaders and executives respond to a customized RiskMap survey centered on the biggest needs of the organizations. Once the City completes the Strategic Risk Assessment, Gallagher maps out the top risks by industry into a tailored RiskMap report. Gallagher then presents the results to enrich discussions to solution around the most pressing risks.

The RiskMap is simple and requires minimal time and commitment on your team's part. The data is then collected, analyzed, and presented in a robust report.



Gallagher | RiskMap

THE ASSESSMENT HAS FIVE COMPONENTS:

1. Risk Survey of Senior Leaders
Survey sent to key leaders asking them to rank a set of risks common to your industry on likelihood of occurrence and potential impact to the organization.

2. Additional Key Risks Offered
At the end of the survey, participants are encouraged to identify additional risks that may be unique to your operations.

3. Production of RiskMap
A map of key risks ranked by likelihood and impact scores from the survey will generate discussions about high-level risks, insurance products, and risk management programs.

4. Risk Classification by Insurability
Risks are categorized as Insurable, Partially Insurable, or Uninsurable, and applicable insurance coverages available in the marketplace are listed.

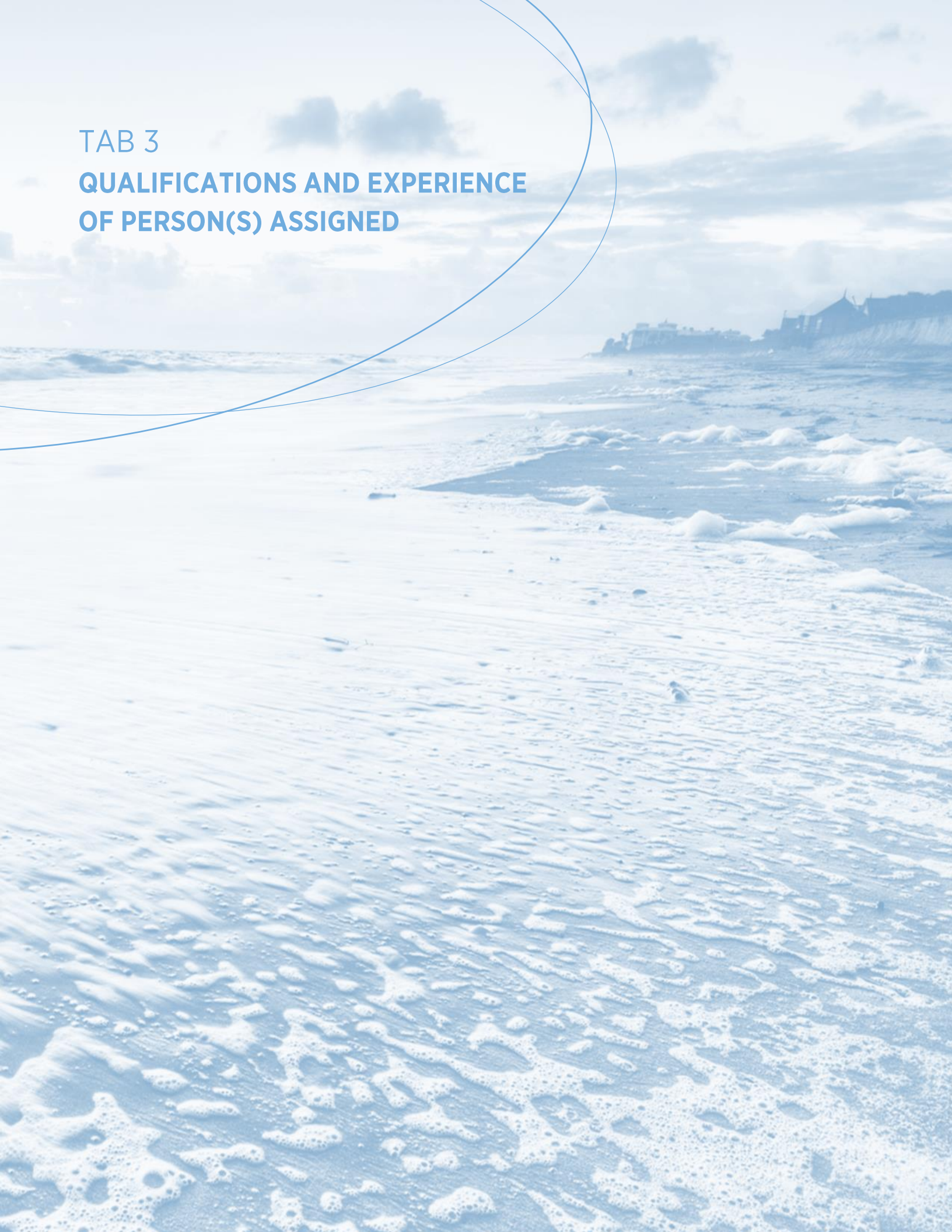
5. Suggested Next Steps
Potential next steps are suggested for taking the insights of this Strategic Risk Assessment and developing plans to reduce uncertainties associated with these risks, insurable or not.



TAKING STRATEGIC RISK ASSESSMENT TO THE NEXT LEVEL

Your organization can use this Gallagher RiskMap to enhance and broaden your risk management program to include the strategic risks facing your core business. This may be through changes in your risk financing program, retooling of your traditional risk management efforts or the first step in the development of a more formal enterprise risk management (ERM) solution. Our industry risk profiles highlight your organization's exposures to uncertainty at all levels, and aid in the development of tailored and prioritized solutions.

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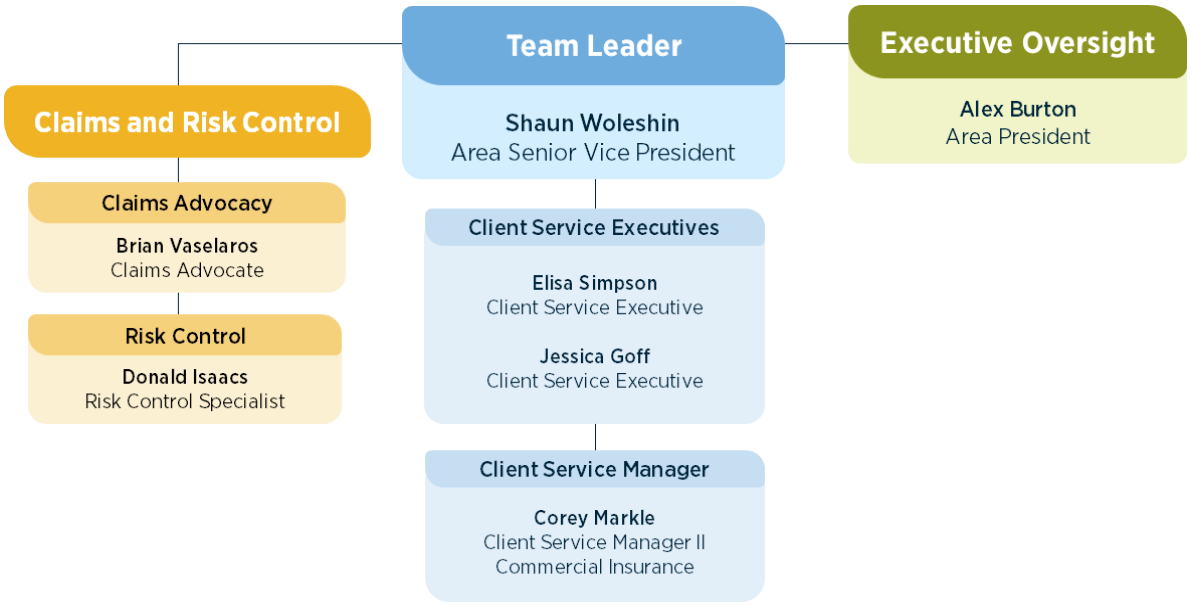


TAB 3

QUALIFICATIONS AND EXPERIENCE OF PERSON(S) ASSIGNED

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.**

Team Organizational Chart



Team Biographies



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

Shaun Woleshin is an Area Senior Vice President for Gallagher, one of the world's leading insurance brokerage, risk management, and consulting firms. In his role, Shaun is responsible for originating and retaining client relationships, defining and articulating client objectives, and directing the implementation of strategies to achieve those objectives. He has developed an advanced understanding of public entities and has personally led the team supporting the City of Fernandina Beach for his entire 23 year career.

Shaun joined Harden (merged into Gallagher in 2020) in 2000 after earning his Bachelor of Science degree in Finance from the University of Florida. He holds a General Lines Property, Casualty, Surety and Miscellaneous Lines (2-20) license, Associate in Risk Management for Public Entities (ARM-P), Accredited Advisor in Insurance - Management (AAI-M), and Construction Risk Insurance Specialist (CRIS) professional designations. Shaun's experience offer clients advanced technical knowledge of insurance products and services in addition to a deep understanding of the issues and challenges facing his client's industry. He ultimately helps lower client's cost of risk from advanced comprehension of risk management and risk financing techniques.

An involved member of the community, Shaun is a graduate of Leadership Nassau Class of 2004 and Leadership Jacksonville Class of 2013. He has served on the Boards of several nonprofits including the Nassau County YMCA, City of Fernandina Beach Planning Advisory Board, Rotary Club of Fernandina Beach, Fernandina Beach High School Foundation, & was on the steering committee of the pilot Northeast Florida Regional Leadership Academy.

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Alex Burton | Area President, Alabama and Jacksonville

As Area President of Alabama and Jacksonville, FL, Alex's current responsibilities includes the management and oversight of Gallagher's Property/Casualty brokerage operations and growth strategy for the Gallagher Alabama and Jacksonville locations. Alex's additional responsibilities include direct client management, development and execution of growth and retention strategies, employee performance & development, budget development & accountability, oversight of professional standards, and execution of merger & acquisition strategies.

Alex began his career in the insurance industry as a member of Gallagher's Summer Internship Program in 2008 at Gallagher's Corporate Headquarters located just outside of Chicago. He became a full-time employee in 2009 and has worked in four different Gallagher offices – Itasca, IL, Atlanta, GA, Birmingham, AL and his current office located in Jacksonville, FL.

Alex earned a bachelor's degree in Insurance, Risk Management and Financial Planning from Mississippi State University. He received the Power Broker Award presented by Risk & Insurance magazine for the education sector in 2017 and was a finalist in 2018. He was also named a Rising Star by Risk & Insurance magazine in 2017 and 2018. In June of 2020, Alex was recognized by Business Insurance magazine as a Break Out Award winner due to his work and leadership in the insurance industry.



Corey Markle | Client Service Manager II, Commercial Insurance

Corey Markle is a Client Service Manager within the Commercial Insurance Division of Arthur J. Gallagher, one of the country's leading insurance, risk management and employee benefits firms. In his role, Corey is responsible for Gallagher's program administration and client service implementation strategy. Corey is also responsible for the execution of client service plans, providing daily program management and documentation, maintaining accurate and complete client data, and preparing responsive communication to clients and underwriting facilities.

Corey graduated Magna Cum Laude with a Bachelor of Science in Electrical Engineering from the University of North Florida. During his career in Commercial Insurance, Corey obtained his Property and Casualty General Lines (2-20) license and is currently pursuing his Associate in General Insurance (AINS) designation.

Prior to joining Gallagher, Corey was the Director of Student Ministry at CrossRoad Church UMC in Jacksonville, FL. As an active member in his community, Corey regularly volunteers at his church and currently sits on the board of Campus to City Wesley Foundation of Northeast Florida.

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Elisa A. Simpson, AAI, AIS, CIC, MLIS, CRIS • Client Service Executive

Elisa Simpson is a Client Service Executive for Gallagher. In her role, Elisa is responsible for defining and assuring execution of client support plans; communicating proactively with clients; and providing superior customer service by exceeding client expectations.

Elisa has over 50 years of experience in the insurance industry. Her extensive career experience and related training have allowed her to develop a wide range of knowledge to apply in the handling of diversified clientele. During her 20 year tenure with Gallagher, Elisa's primary focus has been as leader of our Municipality division for the Jacksonville and Amelia Island offices. As a leader within Gallagher, Elisa has been dedicated to team development, through hiring and mentoring others in our industry.

Elisa holds the Florida General Lines Property & Casualty Insurance (2-20) license and the Florida Life and Variable Annuity License (2-14). She has obtained her Accredited Advisor in Insurance (AAI), Associate in Insurance Services (AIS), Certified Insurance Counselor (CIC), Management Liability Insurance Specialist (MLIS) and Construction Risk and Insurance Specialist (CRIS) designations. She continues to remain involved in various risk management courses offered through Risk and Insurance Management Society, Inc.

An involved member of the community, Elisa remains active with, and served as Past President of the Board of Directors for Micah's Place, an organization dedicated to education and support of domestic violence victims.



Jessica Goff, AINS, AIS, AAI-M, ARM • Client Service Executive

As a Client Service Executive, Jessica's focus is on delivering exceptional customer service and developing talent within her team. She does this through mentoring client service team members with continuous learning, providing transparent feedback, and strong talent development.

Jessica brings twelve years of experience in the insurance industry and takes a leadership role in the renewal process to ensure the best possible solutions are delivered to clients with high-quality and in a timely manner. Additionally, Jessica is responsible for servicing a book of business of $1M in revenue with a focus on hospitality/real estate and public entities; collaborating with producers and team to build client relationships and proactively making coverage recommendations; working to secure existing business by focusing on exceeding client expectations; and maintaining accurate policy data and documents within our Gallagher systems.

Jessica graduated Cum Laude with a B.A. in English from the University of Illinois. She currently hold her Florida 2-20 Insurance License and have obtained the following designations: Associate in General Insurance (AINS), Associate in Insurance Services (AIS), Accredited Advisor in Insurance - Management (AAI-M) and Associate in Risk Management (ARM).

Community involvement is important to Jessica and she serve as a lead volunteer at Rise Church in Jacksonville.

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Brian Vaselaros • Claims Advocate

Brian Vaselaros is a Claims Advocate within the Commercial Insurance Division at Harden, one of the leading insurance, risk management and employee benefits firms in the Southeast. As a Claims Advocate, he engages in managing claims, including monitoring open claims, providing periodic claim reviews, completing claim analytic reports to identify trends and offer mitigation techniques, communicating with carrier adjusters to bring swift resolution of claims, and controlling reserves that could affect cost or risk.

Upon joining Harden in 2018, Brian brought expertise in liability claims from Sedgwick where he was a Liability Claims Adjuster. Prior to that, Brian was a Catastrophe Claims Adjuster for Eberls Claim Service.

As a graduate of Jacksonville University, Brian earned a Bachelor's in Environmental Science. Additionally, Brian possesses a Resident All Lines Adjuster License (6-20), a Non-Resident All Lines Adjuster License (7-20) and a real estate license.



Donald Isaacs, CSP, CPSI • Risk Control Specialist • National Risk Control Team

Donald Isaacs provides safety and risk management support to Gallagher clients. Currently, he works primarily with various clients to reduce claims costs and manage risk. In his previous roles, he assisted various industries including education, transportation, warehousing, oil and gas, and manufacturing. Donald is also an avid trainer and a former educator. He has delivered safety training on topics such as defensive driving, forklift safety, new employee safety orientation and many other topics. He specializes in claim risk reduction along with OSHA and FMCSA compliance. Donald has been successful at developing and implementing program-specific safety plans for clients across diverse and demanding industries.

Donald began his insurance career in 2015 and joined Gallagher in 2019. He has experience working in environmental, health and safety. Before joining Gallagher, Donald had a diverse, challenging, and varied background. He held a variety of roles including safety manager at G. Proulx Building Materials, G. Proulx Building Products, and Wholesale Building Products. These roles gave him a wide array of knowledge in warehousing, distribution, transportation, and manufacturing. Donald also worked at Halliburton and Baker Hughes in the oil and gas industry supporting both hydraulic fracturing and cementing operations. Furthermore, he worked as an educator at Franklin City Public Schools, Prince William County Schools, and Fulton County Schools. Donald has experience assisting clients with loss control support and he is well versed with auditing various industries.

Donald received a bachelor's degree from Florida State University. He has earned a Certified Safety Professional and a Certified Playground Safety Inspector designation. Donald has completed the PEC Safety course and the Certified Environmental Specialist course. He is a member of the American Society of Safety Professionals.

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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.

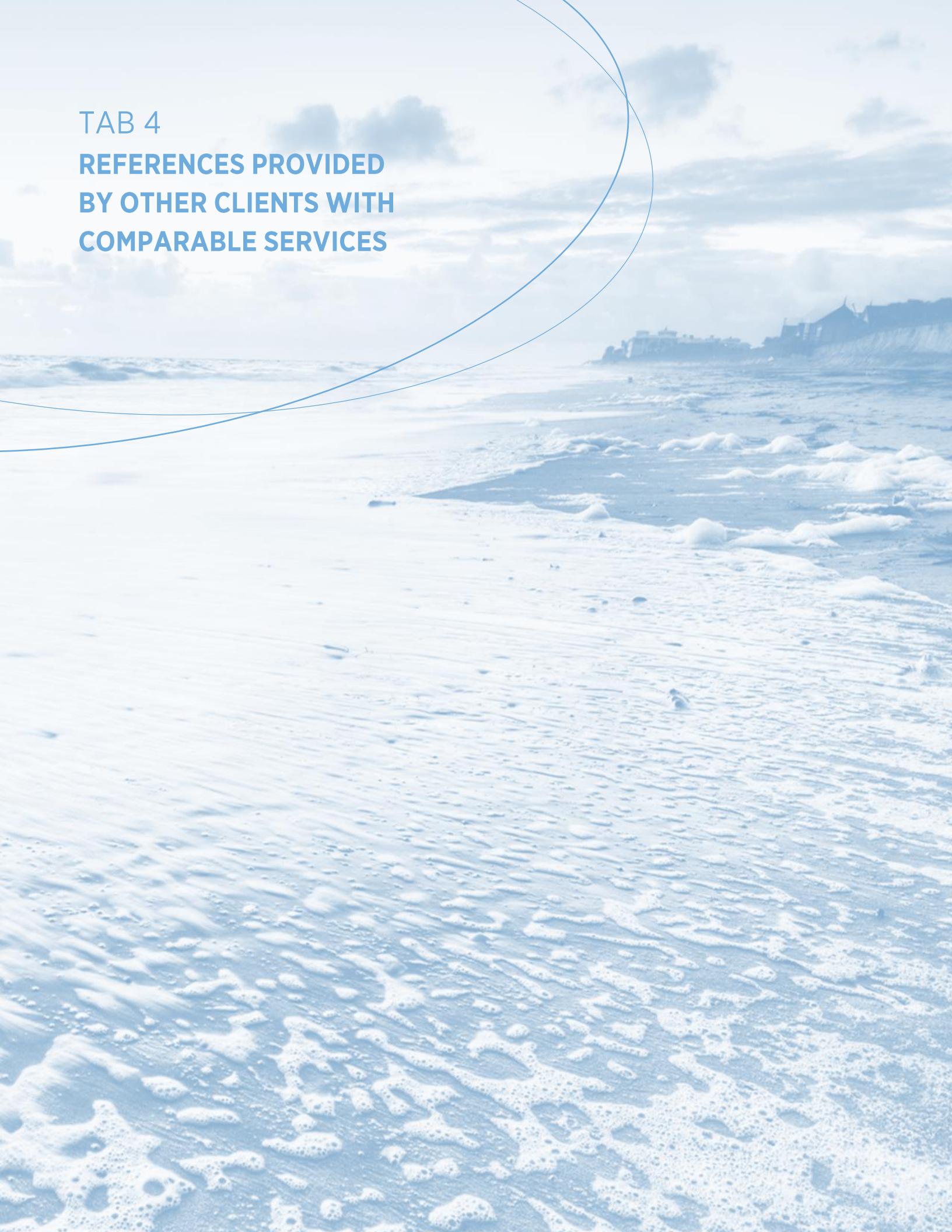
Your Main Point of Contact

Shaun will remain the lead executive on the team supporting the City. Shaun's clients are primarily located in Northeast FL and he directly handles several of the other local public sector clients (Nassau County & City of Atlantic Beach). His 23 year career has led to a large client base of over 75 clients that represents over $20M in premiums with very complex risk profiles. He has never limited the amount of time spent for a client or the City. He and the rest of the Gallagher support team will be available and committed to the City to assure the job is done right.

Number of Accounts Services and Team Workloads

Gallagher does not place limits on the number of hours our service teams can spend working on an account. We believe in getting the job done by putting the client first. As a result, the number of accounts our teams handle can vary. Because various client needs differ by industry, complexity, and size, we do not have a set number of accounts that each of our associates handle. Employee work loads are reviewed regularly to ensure our teams are able to deliver timely, value-added customer service to our clients. The employee to account ratio within our office varies based on a number of considerations. These factors include — size of account, complexity of account, industry focus of the individual and service needs of each client. Providing superior customer service to our clients is our primary objective. We strive to balance our colleagues' workloads to allow them the ability to succeed in providing our clients with exceptional service. In addition, our client service management teams make regular assessments of workloads to ensure our team members always have the time and capacity to serve each client with care, vigor and a sense of urgency.

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TAB 4

REFERENCES PROVIDED BY OTHER CLIENTS WITH COMPARABLE SERVICES

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.**

References

Nassau County Board of County Commissioners

Ashley Metz
Human Resources Director
904.530.6075 • ametz@nassaucountyfl.com

City of Atlantic Beach

Cathy Varian, Esq.
Director of Human Resources/Risk Management
904.247.5890 • cberry@coab.us

Jacksonville Transportation Authority

Julie Bonsall
Risk Manager
904.630.3124 • jbonsall@jtafla.com

Jacksonville Aviation Authority

Roger Studenski
Risk and Safety Manager
904.741.3163 • roger.studenski@flyjacksonville.com

North East Florida Educational Consortium (NEFEC)

Nassau County School Board, member of NEFEC
Robert Hartley, CSRM
Risk Management Services, Manager
386.329.3841 • hartleyr@nefec.org

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TAB 5

ABILITY TO FURNISH REQUIRED SERVICES TO BEST SERVICE THE CITY

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.

Our Work with the City

We have been providing broker services to the City for several decades. We intimately know and understand the City and its risk profile and have cultivated strong professional relationships built on trust with the key stakeholders in the City. This institutional knowledge and our teams understanding of the public sector, combined with our merger with Gallagher in 2020, creates the optimal partnership for the City. The longevity with a trusted and proven strategic partner, combined with the expertise and resources of Gallagher, is a combination that can't be matched. We have celebrated with the City many great successes and below is just a sampling of the type of integration that exists between us.

HURRICANE MATTHEW

When Hurricane Matthew hit the City in 2016, we quickly mobilized to start assessing and documenting damage to the City's property with city staff. Of particular concern, was damage to the City's docks. Within days of the storm, Shaun was joining city staff on a boat as the significant damage of the dock was observed and documented. Our firm stayed active in this claim throughout and Shaun was present for various meeting with FEMA representatives including another boat ride that had FEMA officials and representatives from Congressman Rutherford's office. We also worked closely with the City's carrier (Preferred) and state officials to support the ultimate FEMA Stafford Act claim payment in which the City prevailed on appeal. Many of the early commitments and statements from FEMA officials were critical in the appeal process.

CONTRACTUAL RISK TRANSFER

Our office routinely engages with the City to review and make recommendations on various contracts. Recent examples include: CSX, Waste Management, Aerial Yoga, and Fire/Alarm Systems. We have also conducted contractual risk transfer training several times with Department Heads.

LEGISLATIVE UPDATES

We provide timely and relevant information to the City. We provide an annual assessment of claims bill (aka Relief bills) to assist the City in making decisions liability limits based on the changing tort environment in FL and political pressures on sovereign immunity. Other recent examples include: CS/HB 7005, new FMCSA ELDT rules, FMCSA training and set up.

COMMUNICATION

We have a history of proactively sharing risk related information with the City. COVID-19 represented a unique time in our history with many unknowns and timely and accurate information became paramount. We frequently distributed significant information to the City relative to COVID-19 and strategies to minimize risk.

COVERAGE CLARIFICATIONS/REVIEWS

We routinely field inquiries about applicable coverage and implications to various risk factors. Recent examples include: poll workers coverage; volunteers driving City vehicles; hiring youth for summer camps; homeless shelter weekends; post-accident drug testing; under 18 drivers for golf carts; and police using UMA's.

CLAIMS ADVOCACY

Throughout our tenure with the City, we have experienced hurricanes, fires, and several large liability claims. We work closely with the City to assure proactive communication and advocacy on behalf of the City. We hold all insurance carriers claim representatives and assigned defense counsel to high standards and expectations. Example: Elisa has worked closely with the City Attorney and Finance department on the initial evaluation of liability, navigating through documentation gathering, reporting to Preferred, and assisting with subrogation claims.

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Our Florida Brokerage Experience

Gallagher opened its first office in Florida in 1977, and in the past 46 years our Florida operations have grown and we now have nine offices. We have over 40 professionals throughout these offices that specialize in Public Sector and provides services to over 200 clients including:

- All 5 of the largest County Governments in Florida
- 37 School Districts including 6 of the 10 largest School Districts
- 27 Public State Colleges in Florida
- State of Florida and the Florida Department of Transportation

This experience positions us to deeply understand many of the challenges and opportunities within the City's Risk Management Program. Your Gallagher account team is well versed in Florida's Workers' Compensation law, Florida sovereign immunity, Employment Practice Liability, Complex Property Design and Placement, Cyber Liability, Active Shooter Coverages, Crime and how they each impact the City.

1977
First office opened in Florida

50 +
Years providing Brokerage Services for the Public Sector in Florida

244 +
Florida GGB Employees

2000 +
Florida Clients

Gallagher's Public Sector & K-12 Education Practice



10,000+
clients



450+
dedicated experts



$1.5B+
in annual premium

WHO WE SERVE

- Cities, counties, parishes & villages
- Special districts (fire, water, transit & utilities)
- State governments
- Insurance pools, cooperatives, JIFs, JPAs & mutual insurance companies
- K12 public, private & charter schools

OUR CLIENTS IN NUMBERS

- More than 4,500 schools
- 40% of the largest public schools
- 3,200+ public entities, including cities, counties, towns, housing authorities, special districts, and state and tribal governments
- 120 public sector and K-12 education pools (covering an estimated 5,000+ individual entities)

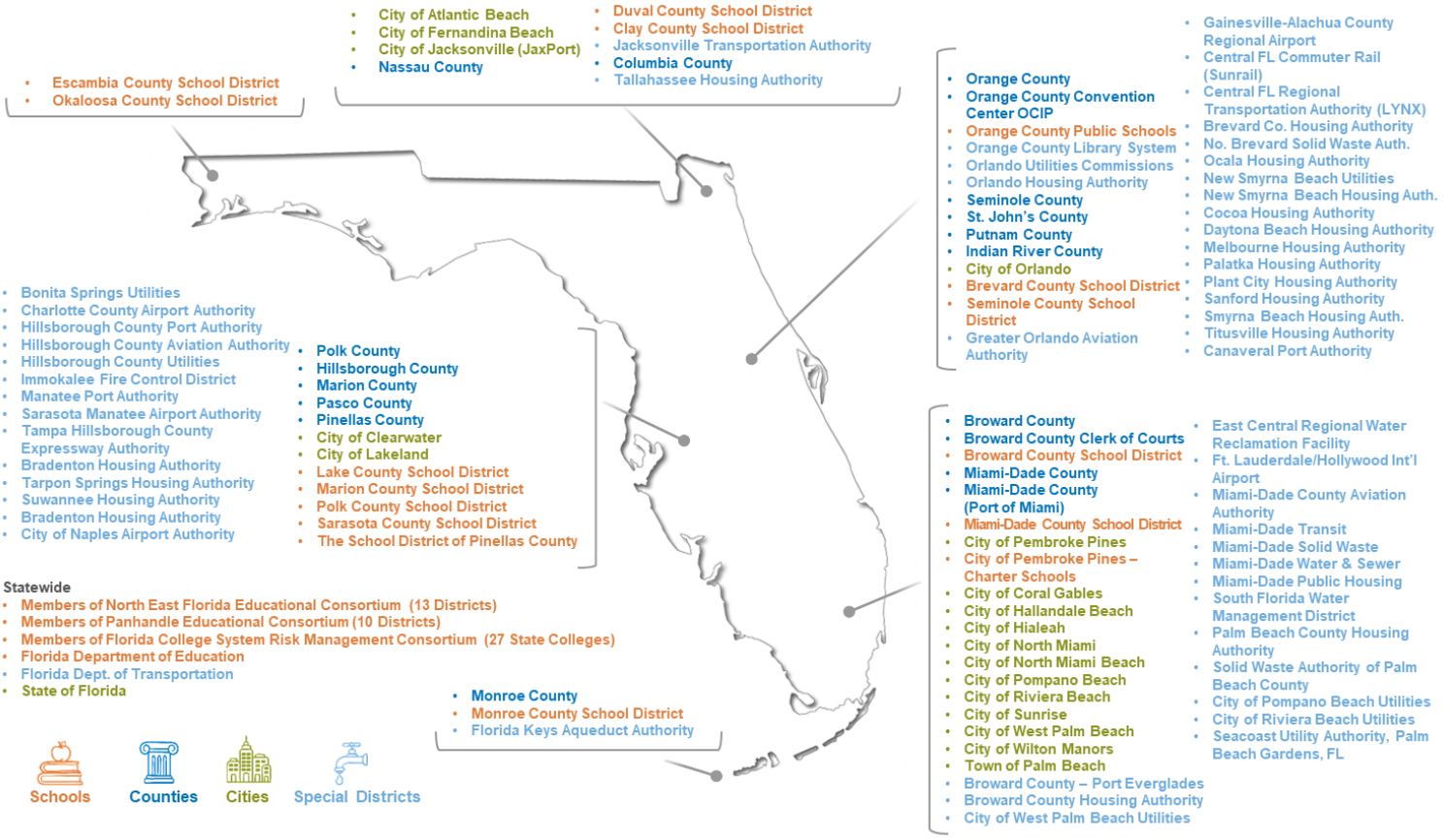
WHAT WE DELIVER

- Insurance and risk management
- Benefits and HR consulting
- Claims management
- International solutions
- Crisis resilience services
- Pools, captives and alternative risk transfer

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Florida Client List – Counties & Cities

BELOW IS A LIST OUR PUBLIC SECTOR TEAM CURRENTLY SERVICES:



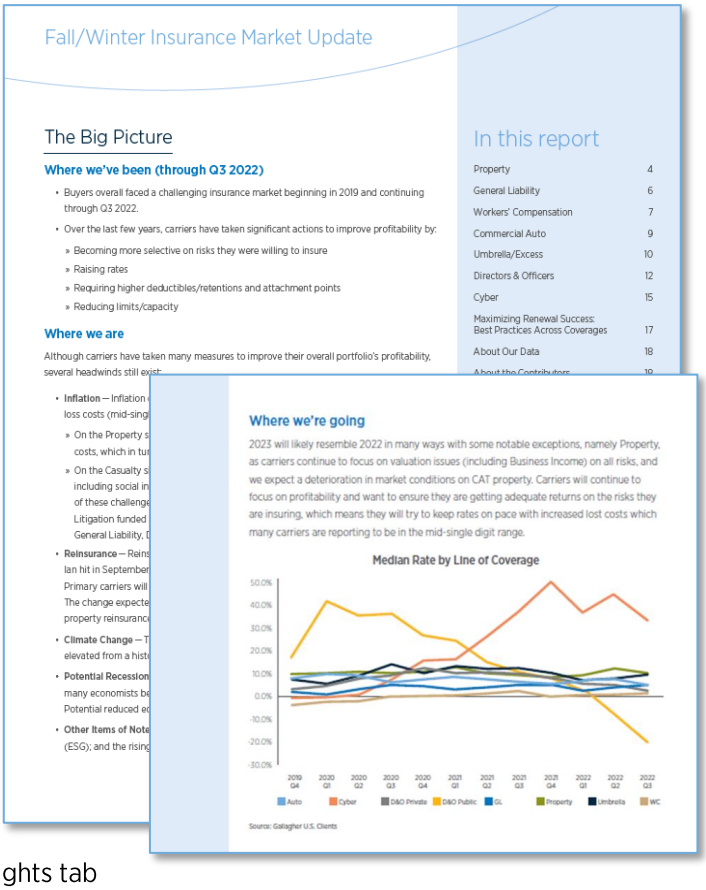
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Gallagher

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.

Keeping the City Informed

Our team is committed to keeping our clients informed on the industry, risk and regulatory issues with the potential to impact your operations. We provide regular updates to our clients through newsletters, informational meetings, and client seminars. We have provided an overview of some of our communications below.


Fall/Winter Insurance Market Update

The Big Picture

Where we've been (through Q3 2022)

- Buyers overall faced a challenging insurance market beginning in 2019 and continuing through Q3 2022.
- Over the last few years, carriers have taken significant actions to improve profitability by:
  - » Becoming more selective on risks they were willing to insure
  - » Raising rates
  - » Requiring higher deductibles/retentions and attachment points
  - » Reducing limits/capacity

Where we are

Although carriers have taken many measures to improve their overall portfolio's profitability, several headwinds still exist:

In this report

Property 4
General Liability 6
Workers' Compensation 7
Commercial Auto 9
Umbrella/Excess 10
Directors & Officers 12
Cyber 15
Maximizing Renewal Success: Best Practices Across Coverages 17
About Our Data 18

Where we're going

2023 will likely resemble 2022 in many ways with some notable exceptions, namely Property, as carriers continue to focus on valuation issues (including Business Income) on all risks, and we expect a deterioration in market conditions on CAT property. Carriers will continue to focus on profitability and want to ensure they are getting adequate returns on the risks they are insuring, which means they will try to keep rates on pace with increased lost costs which many carriers are reporting to be in the mid-single digit range.

Median Rate by Line of Coverage

Source: Gallagher U.S. Clients

STATE OF THE MARKET UPDATES

Our quarterly state of the market updates provide relevant insight into the current insurance market conditions to help strategize upcoming renewal strategies. This information allows us to evaluate potential challenge s and opportunities by line of coverage, insurer, geography, and structure. Market update reports are generated by practice leaders throughout Gallagher.

STRATEGIC WHITE PAPERS

Thought leadership developed by our team of specialist risk managers and specialized claims advocates/attorneys focused on sharing expertise and insights across key topics.

WEBSITE

Our newly redesigned website contains a dedicated News & Insights tab for our ever-growing resource of white papers, articles, and research covering a wide range of topics, from property & casualty, professional liability, and emerging risks to benefits and HR resources.

WEBINARS AND SEMINARS

We believe that some of the most powerful means of communication still occur on a face-to-face basis with your staff, board, or management team. Gallagher offers live webcasts or on demand at any time via pre-recorded webinars.

Association Involvement

Gallagher is extremely involved in the American Public Power Association, American Water Works Association, Public Risk Management Association (PRIMA), Annual AEGIS Conference, State Risk and Insurance Management Association (STRIMA), Risk Management Society (RIMS), and the leading Public Entity and Power & Utility professional organizations, attending regional and annual conferences, sharing our expertise, and attending and leading sessions while learning from others. Gallagher is also a member of the Association of Governing Boards (AGB) and we annually attend national and regional Risk Management Society (RIMS) conferences.

prima Public Risk Management Association

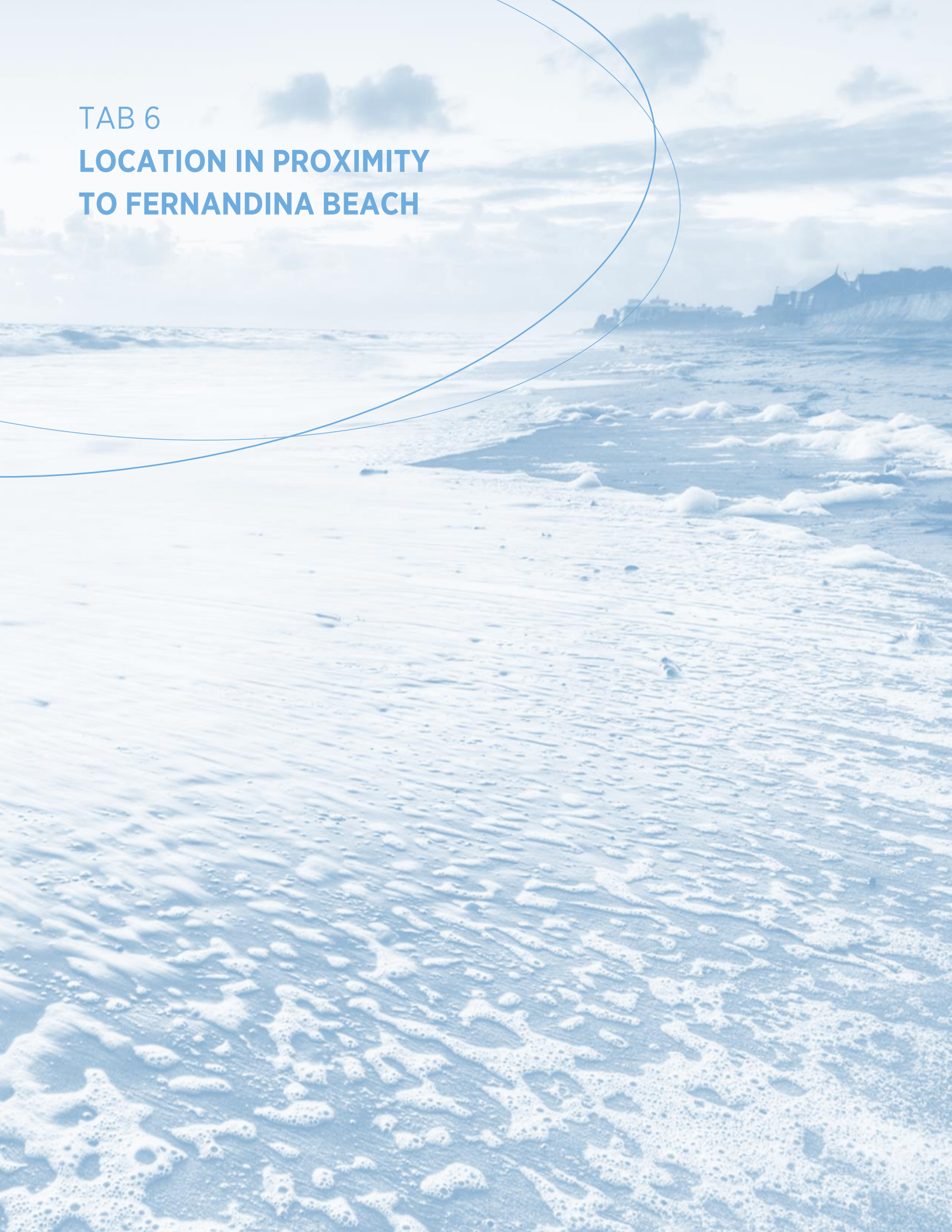
STRIMA

URMIA University Risk Management & Insurance Association

RIMS the risk management society

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TAB 6

LOCATION IN PROXIMITY TO FERNANDINA BEACH

Client Communication and Service

Market relationships and effective program design mean nothing without supplying outstanding service on the frontend. Our rigorous customer service standards and commitment to a personal touch means questions are answered when asked and problems are addressed in a timely manner.

Gallagher executes customer service with a "no-surprises" philosophy and acknowledges that responsiveness is paramount to maintaining client confidence. The following is an illustration of our standards of service and/or response timeframes. Within Gallagher, we believe the client defines quality. We adhere to a documented, disciplined process to measure and confirm that we consistently exceed client expectations.

Technical Service Standards	Within:
Return phone calls	Same day (within 24 hours)
Issue invoices and related documents	8 work days of effective date
Incorporate policy changes	3 work days of receipt
Issue certificates*	48 hours of receipt or as needed / *2 hours for rush requests
Process premium-bearing endorsements	8 work days of receipt from carrier
Process non-premium-bearing endorsements	10 work days of receipt from carrier
Process audits	7 work days of receipt from carrier
Check policies	60 work days of effective date & deliver within 10 work days
Issue auto ID cards	Optional service

Our services do not end once a policy is renewed. As your broker, we believe we need to take a proactive approach in partnership with the City to design alternative risk financing structures that best meet your need. This requires us to continually update our capabilities and approach to handling your account.

YOUR LOCAL FLORIDA SERVICING LOCATIONS

Arthur J. Gallagher
463820 State Rd 200 • Suite 101
Yulee, FL 32097

Arthur J. Gallagher
501 Riverside Avenue • Suite 1000
Jacksonville, FL 32202

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TAB 7

COMPENSATION / COST OF SERVICE

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.

Our Proposed Fee

We are proposing an annual fee net of retail broker commissions, of $75,000 (with consideration for an annual inflation % that is typically 3%) for the services and resources we have outlined in our response. These services and resources more than adequately address the City's scope of services required in the RFP. Our response also contains a commitment of resources that have historically been provided to the City that exceeds the RFP requirements. We are open to further discussion and negotiation on the final agreed upon broker services contract. Our goal is to work with you to develop a compensation plan that is readily understood by both parties, captures the service standards you expect, and is reflective of the experience and commitments of the service team assigned to the City.

Transparency & Contingent Compensation Disclosure

TRANSPARENCY

Gallagher is fully transparent and will disclose to the City the costs of all bindable quotations, including any fees or commissions as well as any ownership interest by Gallagher in the carrier or intermediary used. Normally, the fee replaces brokerage commissions when commissions do not justify the services. In most cases with the size accounts Gallagher deals with the commission would be extremely high, thus we would place on a mutually agreed fee for service basis. There is no one size fits all, so we adjust to the needs of our clients. We are fully transparent and disclose all market quotes received with their quoted premiums and our commissions as well as any wholesale commissions. We even disclose if the wholesaler is a related entity to Gallagher. We will include a Compensation Disclosure Schedule with each proposal including the breaking out the premium, taxes, and compensation for each line of coverage.

COMPENSATION PHILOSOPHY

Gallagher is 100% transparent when it comes to compensation arrangements. All revenue earned by Gallagher and its affiliates is disclosed to you. All insurance carrier quotations received by Gallagher are provided to you including terms, conditions, premium, and commission if any.

Our philosophy of 100% transparency holds true whether we are working on a fee in lieu of commission basis, pure commission, or combination of both compensation methods. Our goal is to work with you to develop a compensation plan that is readily understood by both parties, captures the service standards you expect and is reflective of the experience of the service team assigned to your account.

Since 2009, Gallagher and its subsidiaries have been participating in contingent and supplemental compensation arrangements. Clients are given the opportunity to opt out of participation in any of these arrangements. Please see Gallagher Disclosures following this page.

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Contingent Commission Disclosure

Effective October 1, 2009, Arthur J. Gallagher & Co., and its subsidiaries operating as insurance agents/brokers under the corporate holding company known as Arthur J. Gallagher Brokerage & Risk Management Services, LLC, resumed participating in contingent commission arrangements which are routinely offered by insurance companies and intermediaries to agents and brokers, after voluntarily foregoing the benefit of this type of compensation since January 1, 2005. Contingent commission arrangements provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company and/or through the intermediary, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company.

During the time Gallagher's retail operations did not accept contingent commissions, some insurance markets and intermediaries, including Gallagher-owned intermediaries, modified their commission schedule with Gallagher, resulting in an increase in some commission rates. The additional commissions, commonly referred to as "supplemental commissions," are known at the effective date of the policy, but some intermediaries and insurance companies are paying the commission increase apart and later from when the commission is normally paid at policy issuance.

Unlike contingent commissions, supplemental commission payments are determined **without** regard to any performance factors which are contingent on future growth, retention, profitability, etc.

Compensation Disclosure

We are looking for a long-term partnership and we believe the partnership is an ongoing process throughout the year. We are not just placing an insurance transaction; we are meeting with and constantly in contact with our clients, checking in on your satisfaction with the program, the Gallagher Team and the service deliverables. We find most clients are more than satisfied with the services/results and that Gallagher tends to over-deliver in meeting the client's expectations. Should the City have any concerns on the deliverables, we trust you will bring this to our attention during the year at which time we can address any concerns.

COMPENSATION DISCLOSURE

One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary from company to company and insurance coverage to insurance coverage. As permitted by law, Gallagher companies occasionally receive both commissions and fees.

2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher Companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies. Contingent commissions provide for additional compensation if stipulated underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the particular insurance company and/or through the particular intermediary, not on an individual policy basis. Some insurance markets, including Gallagher-owned intermediaries, have modified their commission schedule with Gallagher, resulting in an increase in certain commission rates. These additional commissions, commonly referred to as "supplemental commissions" are frequently known as of the effective date of the applicable insurance placement, but some insurance companies pay this commission later and apart from when commission is normally paid at policy issuance. As a result, Gallagher may be considered to have an incentive to place your insurance

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coverages with a particular insurance company. **Note:** Upon request, your Gallagher representative can provide more specific market information regarding contingent and supplemental commission related to your insurance coverage placed through Gallagher.

3. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.

4. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility is utilized in the placement of a client's account, the facility may earn and retain customary brokerage commission or fees for its work.

5. Gallagher assists its clients in procuring premium finance quotes and unless prohibited by law may earn compensation for this optional value-added service.

6. From time to time, Gallagher may participate in insurance company promotional events or training and development that insurers provide for Gallagher employees.

7. Gallagher strives to find appropriate coverage at a competitive price for our clients. In order to achieve these goals, we gather and analyze data about our clients and their insurance coverage. This data and the resulting analytical tools help us better understand the current marketplace, more accurately predict future trends and offer tailored solutions to our clients. This data may also be provided to insurers pursuant to consulting service agreements from which we earn fees.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

AJG Chief Compliance Officer
Arthur J. Gallagher & Co.
2850 Golf Road, 8th Floor
Rolling Meadows, IL 60008

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Gallagher at a Glance

Gallagher has been designing solutions to meet our clients' unique needs for more than 95 years. We pioneered many of the innovations in risk management used by businesses in all industries today. We believe that the best environment for learning and growing is one that remembers the past and invents the future. Gallagher has divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distributions and third-party administrations, and claims processing.

As one of the largest insurance brokers in the world, Gallagher has approximately 1,200 offices worldwide and provides client-service capabilities in 130+ countries around the world through our network of partners. Wherever you are – we're nearby.

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

D: 904.548.2302 • M: 904.753.2548
Shaun_Woleshin@ajg.com

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Yulee, FL 3209701

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This proposal of coverage is intended to facilitate your understanding of the insurance program. It is not intended to replace or supersede your insurance policies.

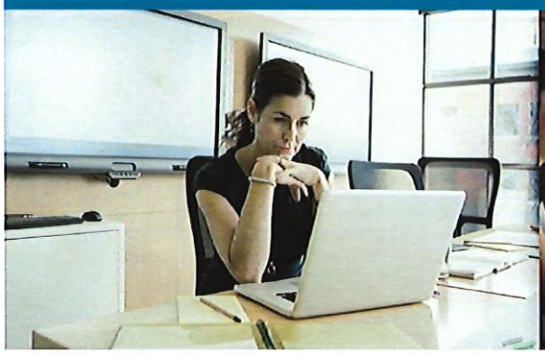
Gallagher

Insurance | Risk Management | Consulting

Proposal For:

FERNANDINA BEACH
FLORIDA

RFP 23-04
PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES





Submitted by:
Chip Greene, Area Executive Vice President -HUB International Florida
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10739 Deerwood Park Blvd #200
Jacksonville, FL 32256

Bart Gunter, President -HUB Public Risk, Inc.
Bart.gunter@hubinternational.com 850-386-1111
1117 Thomasville Road
Tallahassee, FL 32303

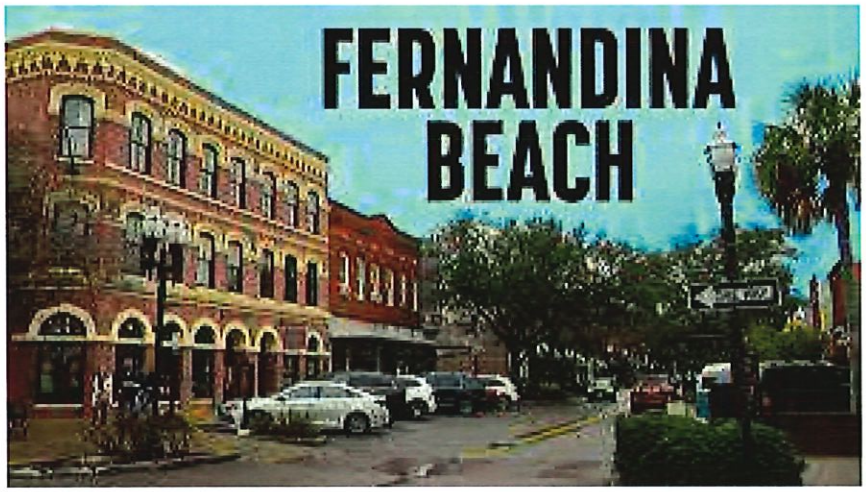
HUB Public Risk, Inc. A division of HUB International Florida -HUBinternational.com

March 21. 2023

HUB

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TAB 1 - Cover Letter

March 21, 2023

City of Fernandina Beach
Attn: City Clerk's Office – RFP #23-04
204 Ash Street
Fernandina Beach, FL 32034

Dear Members of the Committee;

On behalf of HUB Public Risk and HUB International FL, thank you for the opportunity to respond to your Request for Proposal for the City of Fernandina Beach Property and Casualty Insurance Brokerage Services. Please accept this as our letter of acceptance to the terms and conditions of this RFP. Our goal is to demonstrate that our combined HUB team is the ideal partner to provide the City with superior brokerage and consulting expertise tailored specifically to your needs, as well as additional value added capabilities and services that compliment your risk management efforts.

We believe HUB Public Risk is the most qualified broker partner given our intimate knowledge and expertise of the public and private sector. We differentiate ourselves in the following way:

- HUB Public Risk has the team to provide the support you need. While HUB is the fifth largest broker in the world, our expertise is with small to mid-sized public and quasi-public entities. We are replacing the larger public entity brokers because they are not able to provide the time and attention that a City like Fernandina Beach requires.

- HUB intentionally does not have ownership in any of the public risk specialty carriers in Florida, such as Florida Municipal Insurance Trust (FMIT) or Preferred Governmental Insurance Trust (PGIT). Ownership of private markets for public risk clients could create the appearance of a conflict of interest, reluctance of the standard markets and pressure to do business with an in-house market.

- HUB Public Risk has the tools and resources you need: HUB has access to expansive tools and support that allows for the analytics, CAT modeling, benchmarking and future cost and reserve analysis that you require. Our specialty practice departments are the strength of our organization, and our Public Risk division is no exception. One area we are being called on regularly is Cyber liability. We have technical experts and a cyber claims attorney on staff.

- HUB Public Risk will be a partner who is committed to developing a long-term relationship. We will bring innovative ideas to assist the Risk Management Program of the City of Fernandina Beach by utilizing a proactive account team focused on good communication. Our process begins with a meeting between all the City of Fernandina Beach and HUB staff involved in the City of Fernandina Beach's risk management. HUB's team will include Chip Greene, Bart Gunter and Jim Duncan from HUB Public Risk; Ron Taylor, Carrie Cherveny and James Peterson from HUB's dedicated Risk

Services team, Michelle Scott and Michael Sullivan from HUB Marketing and Teresa Beaudoin from HUB Account Management. Together we will develop the Risk Management Service Plan and Timeline for the City of Fernandina Beach that meets the City's day-to-day and long-term needs.

- We believe a comprehensive review of all the City of Fernandina Beach property should be one of our first projects. This review will identify which property should be insured, what perils to insure against, what are reasonable limits of insurance and which perils can be managed by varying levels of self-insurance and alternative risk mitigation. We also would include catastrophic (CAT) modeling and risks associated with loss that may not be insured or insurable. Ron Taylor will be our property modeling leader and he has provided similar services to many of our clients displaying high value property schedules.

- It is our experience that a review of all contracts with the City of Fernandina Beach vendors and contractors is vital to developing an appropriate risk management program. This is a service that our team has performed for many governmental and quasi-governmental entities within the State of Florida and gives us a unique perspective to this key risk management process.

- A key part of our process is the Critical Path Marketing Process which will include our marketing and placement team of Teresa Boyd, Michelle Scott and Michael Sullivan. Critical Path is described in detail, but our goal is to view each risk wish fresh eyes and use our combined skill and knowledge to develop the best insurance program available.

We look forward to delivering comprehensive Liability and Risk Management solutions as HUB Public Risk's partnership with the City of Fernandina Beach continues to grow and strengthen.

Sincerely,



Bart Gunter
President of HUB Public Risk, Inc.

Contact Information:

Bart Gunter, President HUB Public Risk, Inc.
1117 Thomasville Road
Tallahassee, Florida 32303
(850) 386-1111, bart.gunter@hubinternational.com

Chris Gardner, President and CEO, HUB International Florida
1560 Orange Avenue
Winter Park, FL 32789
407-893-3877Chris.Gardner@hubinternational.com

EXHIBIT "A"

CONTACT SHEET

Name: HUB Public Risk Inc

Federal Taxpayer ID: 35-0672425

Mailing Address: 1117 Thomasville Road

City, State, & Zip Code: Tallahassee, FL 32303

Telephone: 850-205-0265 **Fax:** 888-385-9827

Email: jim.duncan@hubinternational.com

Submitted By: Jim Duncan

Title: Public Entities Consultant

Accounting Contact:

Name: Teresa Beaudoin **Title:** Account Manager

Email Address: teresa.beaudoin@hubinternational.com **Phone:** 850-205-0454

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 City of Fernandina Beach

2. This sworn statement is submitted by (entity) HUB Public Risk Inc whose business address is 1117 Thomasville Road, Tallahassee Fl and (if applicable) Federal Employer Identification Number (FEIN) is 35-0672425 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

3. My name is Bart Gunter and my relationship to the entity named above is President.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Signature Date: 3/13/23

STATE OF FLORIDA
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13 day of March, 2023, and is personally known to me, or has provided _____ as identification.

Alexis Phillips
Notary Public
My Commission expires: 12/10/23

ALEXIS PHILLIPS
MY COMMISSION # GG 365087
EXPIRES: December 10, 2023
Bonded Thru Notary Public Underwriters

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY: HUB Public Risk Inc

CITY: Tallahassee STATE: Florida ZIP CODE: 32303

SIGNATURE: Bart Gunter PHONE: 850-205-0183

NAME (TYPED OR PRINTED): Bart Gunter TITLE: President

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

E-VERIFY STATEMENT

Bid/Proposal Number: RFP 23-04

Project Description: Property & Casualty Insurance Broker Services

I/FIRM acknowledges and agrees to the following:

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

1. All persons employed by the FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: HUB Public Risk Inc

Authorized Signature: Brad Guntz

Title: President

Date: 3/13/23

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: Bart Gunter Title: President

Signature: Bart Gunter Date: 3/13/23

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 City of Fernandina Beach

This sworn statement is submitted by (entity) HUB Public Risk Inc whose business address is 1117 Thomasville Road, Tallahassee Fl 32303 and (if applicable) Federal Employer Identification Number (FEIN) is 35-0672425 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Bart Gunter and my relationship to the entity named above is President.

1. The above-named entity is submitting a Proposal for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
3. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
4. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

Bart Gunter 3/13/23
Signature Date:

STATE OF FLORIDA
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13 day of March, 2023 and is personally known to me, or has provided _____ as identification.

Alexis Phillips My Commission expires: December 10, 2023
Notary Signature

ALEXIS PHILLIPS
MY COMMISSION # GG 365087
EXPIRES: December 10, 2023
Bonded Thru Notary Public Underwriters

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

This sworn statement is submitted with Bid, Proposal or Contract for City of Fernandina Beach .

This sworn statement is submitted by (entity) HUB Public Risk Inc whose business address is 1117 Thomasville Road, Tallahassee FL 32303 and (if applicable) Federal Employer Identification Number (FEIN) is 35-0672425 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)

My name is Bart Gunter and my relationship to the entity named above is President .

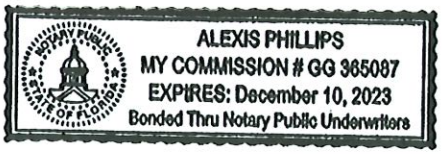
1. The above named is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
2. Such Proposal is genuine and is not a collusive or sham proposal;
3. Neither the said Proposer nor any of its officers, partners, owners,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

Bart Gunter 3/13/23
Signature Date:

STATE OF FLORIDA
COUNTY OF Leon

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 13 day of March, 2023 and is personally known to me, or has provided _____ as identification.

Alexis Phillips My Commission expires: 12/10/23
Notary Signature



THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES___ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
YES_____ NO X

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

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

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.

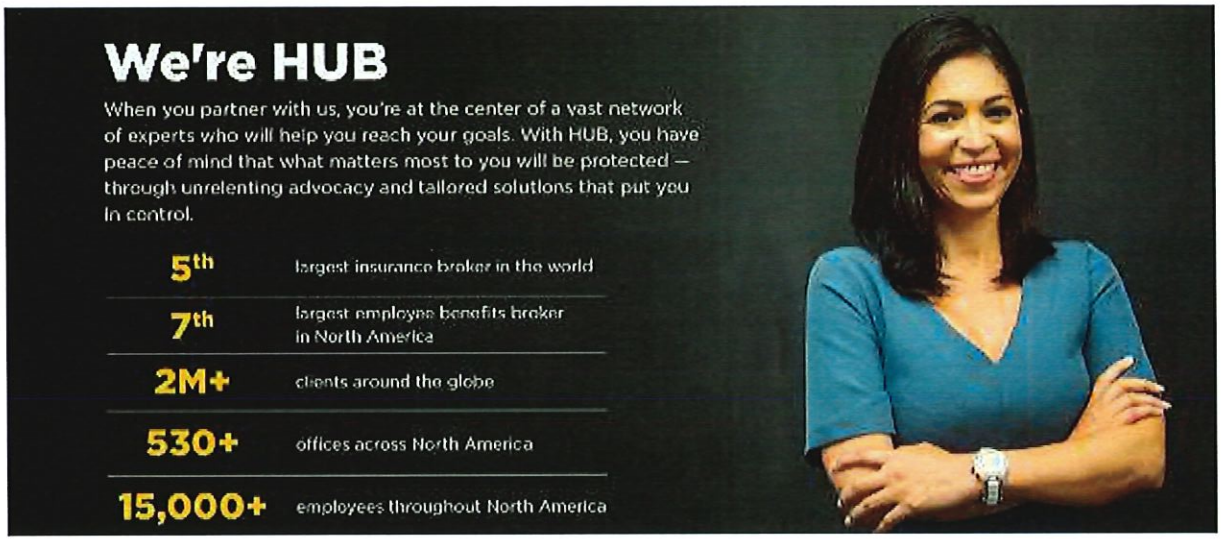
HUB Public Risk Inc	3/13/23
Firm	Date
Bart Gunter	Bart Gunter, President
Authorized Signature	Printed or Typed Name and Title

In 2021, HUB Public Risk filed a formal written protest to Leon County Government, Solicitation No. BC-03-23-21-15. The solicitation granted 5 points to firms whose home office was located within Leon County. HUB Public Risk was not awarded the 5 points. The purchasing deemed that HUB Public Risk did not meet the definition of local because some of it's officers were located outside of Leon County.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

TAB 2 – Firm Qualifications

Background of HUB International



HUB Public Risk, Inc. is a subsidiary of HUB International, Inc. (HUB) is a privately-held leading global insurance brokerage, founded in 1998 and headquartered in Chicago, IL. In addition to offering a broad array of employee benefits, property and casualty, personal lines, investment and risk management products and services, HUB has unmatched capabilities for helping clients manage their total cost of risk. We currently have over 15,000 employees across more than 530 locations in North America.

HUB began with the merger of eleven independent, privately-held insurance brokers in Canada in 1998. Today, we continue to grow both organically and through acquisition. We are now the 5th largest broker in the world. Our acquisition strategy is focused on completing our U.S. presence, as well as targeting acquisitions that advance our position in specific business channels.

Additionally, HUB International Florida, which is part of the HUB South Region, encompasses more than 275 employees and 12 offices throughout Florida. In 2016, HUB acquired the Greene Hazel Insurance Group, which had provided Insurance and risk services to the Jacksonville area since 1984. The office is still operated by Chip Greene.



Our HUB Public Risk team having managed governmental and quasi-governmental business out of our State's capitol in Tallahassee for 25 years translates to a dynamic service model tailored specifically to

the City's needs. Our international footprint paired with the deep breadth of market and industry experience ensures the City will obtain access to resources and market access expected in managing a large, governmental account without sacrificing the expert, local service required as a key client and partner with HUB International Florida.

Critical Path Process

To ensure the seamless, cohesive service approach and the best market results and outcomes for the City of Fernandina Beach, HUB International FL uses an innovative **Critical Path** methodology when addressing client needs and market placement. The process, outlined below, alerts the entire service, production and marketing teams outlined above of changes in the marketplace, new carriers and changes in appetite. With this methodology, the City of Fernandina Beach can be sure the HUB team is not simply borrowing expertise from other locales within our company Statewide and Nationwide, but rather ensuring the expertise in our footprint can be trusted, called upon and leveraged to proactively manage the City's specific risk profile, insurance program and claims administration from the submission of this RFQ response to contract completion.



HUB's innovative **Critical Path** methodology, a cross-disciplinary leadership team led by our regional Chief Executive Officer Christopher Gardner, meets twice a month to brainstorm client renewals scheduled to occur with a 120-day upcoming window. The team roundtables each client's risk profile, premium, loss experience, and marketing strategy with both your dedicated account team and the sales and account management team Statewide to maximize the impact of our market canvass and negotiations, with appropriate follow-up actions and oversight through successful conclusion.

Together we will:

- Review your existing exposures
- Review appropriate risk management alternatives
- Review marketing options in the current insurance environment

- Prepare a professional submission, targeting your goals
- Negotiate with underwriters for the most favorable terms and conditions
- Analyze and compare the quoted programs
- Present options

HUB's mission is to serve as the risk manager and insurance market advisor for the City of Fernandina Beach. Instead of trying to be all things to all clients, we focus on delivering superior value in insurance brokerage and risk advisory services through an accessible independent agency model while maintaining strategic alliances with top National insurance companies and a variety of professional service providers with skills complementing our own.

Our teams knows Florida is unique in that it has specialty carriers and pools specific to public entities. These were created to fill the gap when standard carriers began limiting their property exposure in coastal areas. While these programs provide a valuable service, there is risk sharing and maximum limits per loss that could affect the City of Fernandina Beach's ability to recover from a major loss.

HUB intentionally does not have ownership in any of the public risk specialty carriers in Florida, such as Florida Municipal Insurance Trust (FMIT) or Preferred Governmental Insurance Trust (PGIT). Ownership of private markets for public risk clients could create the appearance of a conflict of interest, reluctance of the standard markets and pressure to do business with an in-house market.

Our approach is to work with the specialty carriers and the standard markets equally to offer the City of Fernandina Beach several options each year. The goal is for you to be able to make an intelligent and informed decision on the best way to insure your risk in a cost-effective way. **We are free to work with any and all markets including FMIT, PGIT and other direct programs.**

HUB has access to virtually all major insurance carriers and has effective working relationships with over 650 insurers. The volume of business we represent for these insurers further enhances the knowledge and experience we bring to the marketing effort. Where needed, we have access to their top management and home office decision makers. As a result, we have effectively negotiated programs of coverage for even the most difficult risks.

For example, in the currently-volatile Florida property market, many of our large property clients are set to see significant changes in coverage structure, deductibles and rates compared to past years' renewals. Our Critical Path approach allows us to address market changes specific to our large customer accounts far in advance of renewal dates, and set proper expectations with clientele while giving ample time for program structure discussion, rate acceptability and overall negotiation in the marketplace to ensure the best results in these challenging times.

This process along with the strong relationships our organization has with both the public entity carriers and those in the private market with public entity segments will ensure the City is both prepared and educated on the upcoming changes, and allow us ample time to build a program that meets the budgetary and coverage needs of the City of Fernandina Beach.

Customer Centric Carriers (3C)

HUB International FL fosters a strong collaboration with insurance carriers who understand and share our vision. In order to meet the needs of our customer segments and deliver an enhanced

customer experience, we have sought out strategic relationships with a select group of carriers. We refer to these carriers as Customer Centric Carriers (3C Carriers). We have established Customer Centric Carriers on both a national and regional level, many of which have public sector and governmental specialty practices.

There are many benefits to working closely with 3C Carriers as we build a customer-centric organization. In addition to executive-level focus on the needs of our business, these carriers have committed to helping HUB in the following ways:

- Provide access to the most experienced underwriters and claims resources
- Jointly develop and market industry leading co-branded products
- Integrate technology and increase information sharing
- Improve alignment of carrier product segments
- Provide deeper access to risk management and other customer services
- Provide the highest level capacity for future risks
- Help fund the development of new resources for our customers

We will continue to do business with many other insurance companies in order to meet our customers' needs, especially since we know the City of Fernandina Beach has familiarity and access to many public sector-specific insurance programs; however, our philosophy is to focus on fewer markets but always do the right thing for the customer: you.

Strategic Claims Services

Claims must be carefully managed to control costs and reduce the impact of loss on an organization. To assist you in this vital activity, HUB International maintains a skilled team of claims management professionals. This team is managed by Claims manager Karen Dougherty.

The following claim services are available:

Claim Review – At the inception and at mid-term, a review of the current open claims will be conducted. If multiple claims are open, a claim review is to be scheduled. If a smaller number are open, calls can be set up with specific adjuster(s) to obtain a status report. This procedure keeps the claim in front of the adjuster so that claims are worked on and closed in a timely manner.

Ongoing Client Advocacy – Provide oversight and ensure regular communication between claim service provider and insured.

Experience Modification Review – Review the experience mod worksheet for errors and corrections prior to the Workers' Compensation renewal. Contact adjusters on all open claims to ensure the claims dollars used to promulgate the mod factor are appropriate.

Pair our market relationships with our dedicated, local claims advocates and administration and HUB International Florida is setup properly to put our claims expertise to work for the City of Fernandina Beach.

Claims Consulting Experience Examples

A large employer organization client had turnover in their internal claims staff in 2016 and needed assistance with screening replacements, training an interim person and then training the eventual hire. We sent Jim Peterson, our AVP of Risk Management and Workforce expert

down for two days for this process and within a week, a full-time replacement was up and running.

We worked with this same client to demonstrate the value of a formalized injury management program, then spent significant time with them to put the program in place. The result was a 10-fold reduction in lost-time claims, saving over $100,000 in just one year.

We utilize several tools such as industry and geography benchmarking to ensure that your programs align with and, to the extent possible, exceed those programs of organizations vying for similar talent. We are creative in designing programs for our customers to achieve these objectives.

We have the capability to benchmark coverage and loss data relative to other businesses with similar exposures. With our access to Advisen, we can provide a range of quality information to include comparing limits and retentions to similarly situated businesses.
Advisen offers insight into the underwriting, marketing and purchase of commercial insurance.

Advisen's web-based workstation incorporates real-time analytics and research on over 15 million entities, subsidiaries and industries across the globe.

- Proprietary offerings from Advisen include:
- Program/Policy Large Loss Data Benchmarking
- Custom Templates for Underwriting Work-ups
- Company and Industry Research
- Loss & Risk Analysis
- Management Portfolio Analysis
- Policy Wording Comparison

Risk Services Overview

A regional and accessible Risk Services division allows our HUB International FL team to advise our clients on how to confidently identify, quantify and reduce risk through tailored solutions, so that you can fulfill your responsibility to the community. Additionally, we maintain strategic alliances with a variety of professional services providers with skills complementing our own. This arrangement enables us to assemble the best-qualified resources to address virtually any risk-related issue. The goal of our consultative approach is to improve efficiencies, reduce accidents and lower costs.

We match our expert resources to meet the specific needs of our clients. Our consultants have a wide variety of specialties in areas such as property risk engineering, property valuation, liability & contractual risk transfer, risk management information systems (RMIS), employee safety & health, organizational resilience & cyber risk, industrial hygiene, workforce productivity, and additional niche expertise.

Claims advocacy is a vital technical discipline that can reduce loss costs and assist the City of Fernandina Beach in receiving the full value from your insurance policies in time of need. Our Risk and Claims Consultants include board-certified and degreed safety, security, property, environmental, and claims professionals averaging over 20 years of experience.

HUB FL and HUB Public Risk closely monitors legislative and other regulatory changes regarding insurance and risk management. This includes staying informed of changes to OSHA and Department of Labor regulations. The changes will be communicated in direct meetings, as well as in a monthly newsletter that HUB provides to all of its risk management clients.

The HUB Risk Services Division has over 85 risk consultants Nationally with a wide variety of specialties and expansive experience located throughout the United States and Canada with partnerships around the globe.

Risk Services - Our Difference



HUB has a very deep bench of consultants and specialists ready to assist the City when needed. There are no geographic or financial barriers when working with HUB. Though a majority of our Risk Services team who will be utilized to work with the City reside within Florida, if risk services resources or personnel aren't locally available, our risk services model ensures the City will get access and service from our team outside the State. Other brokers either do not have the expertise or lack the size and market relationships to grow alongside a growing governmental entity.

Our HUB Risk Consulting team can meet with your team to confirm your goals and to develop a draft service plan that will address your needs. Some of the services we typically deliver to municipalities include, but are not limited to:

Client Advocacy:

One of the main responsibilities of the HUB Risk Consulting team is the oversight of insurance carrier Risk Consulting activities. In addition to reviewing and analyzing insurance company inspection reports, you can expect the following tasks:

- Organize a service plan meeting between City's risk management, HUB and the insurance company's account manager
- Review the service plan provided by the carrier with management, make modifications and oversee its implementation
- Review insurance company recommendations for their economic and practical implications
- Resolve uncertainties, differences and difficulties in compliance with insurance company recommendation
- Serve as a technical resource for OSHA and other safety related questions
- Assist with basic safety program development
- Review loss information to identify problem areas and trends

Assessments:

- *Hazard Surveys* - The purpose of this evaluation is to identify

hazards and provide recommendations to reduce exposure to loss.

- *Regulatory Assessment* - The purpose of this audit is to ensure each department is in compliance with all government and state regulations.
- *Risk Management Assessments* - The purpose of this assessment is to measure City-wide risk management practices relative to recognized industry "best practice"

Policy I Procedure Development

HUB has experience in assisting public entities in the developing policies and procedures to manage / minimize various types of risks. Some model policies that we have developed include:

- *Administration*
  - Harassment Policy
  - E-Mail & Electronic Communication Policy Fleet Safety Program
  - Early-Return-To-Work Policy
  - Fitness/Wellness Programs Criminal Background Checks
  - Guideline for Risk Management Responsibility/Accountability
- *Police Department*
  - Police Secondary Employment Program Vehicle Pursuit Guide
  - Use of Force Policy
  - Respiratory Protection Program Police Vehicle/Traffic Stop Policy
  - Law Enforcement Vehicle Loan Agreement Hazardous Material Incident Response Policy Electronic Control Weapon Model Policy
  - Infectious Materials/Blood borne Pathogens Exposure Control Plan Emergency Traffic Control Procedures
- *Fire Department*
  - Exposure Control Plan (Blood borne Pathogens) Respiratory Protection Program
  - Hazardous Material Incident Response Rapid Intervention Team Lockout/Tag out Policy
  - Vehicle Operation/Driver Policy Special Rescue Operations Emergency Traffic Control Procedures
- *Public Works*
  - Confined Space Entry Sidewalk Inspection Program
  - Fall Prevention & Protection Program Trenching/Excavation Policy
  - Lock-Out/Tag-Out Energy Control Program COL (DOT) Drug/Alcohol Abuse Policy Respiratory Protection Program Emergency Traffic Control Procedures

**Please note that many other types of policies/procedures can be developed based on the City's needs.

- *Training Development/Completion* - The training programs are specific to operating departments and include topics such as:
  - Driver Safety/ Fatigue
  - Coaching the Emergency Driver: Ambulance, Fire II Supervisor Safety Training

- Accident Investigation
- Behavior Based Safety Effective Safety Committees Self-Inspection Techniques General Safety
- Confined Space Training Blood borne Pathogens Personal Protective Equipment Back Safety/Ergonomics
- Lock Out/ Tag Out Slips/Trips/Falls

**Additionally, we have a web-based training system that can provide efficient and effective training specific to public entities, including fulfilling continuing education requirements for Firefighters/EMS.

Other Risk Services Offerings

Depending on the specific needs of the City identified in a wide variety of risk services products and consultancy services. The specific services to be provided by the HUB Risk Services Division will be based upon your goals as well as the application of our consulting approach and methodology. This variety of disciplines enables HUB to respond to your specific risk control needs and objectives. Because we serve clients of all sizes, we can offer solutions that are properly scaled to meet the needs of the City.

Risk Control Services	Specialty Risk Services	Strategic Partnerships
o Regulatory Compliance	o Cyber Risk Management	o Online Training Providers/Developers
o Ergonomics Improvement	o Enterprise Risk Management	o Property/Process Engineering Firms
o Client Advocacy/Carrier Oversight	o Workforce Productivity	o Web-based Continuity Planning Systems
o Property Risk Engineering	o Crisis Management	o Environmental Testing Firms
o Safety Management	o Business Continuity Management	o Art Preservation/Recovery Firms
o Fleet Risk Management	o Emergency Management	o Pre-Hire Screening Tools
o Construction Safety Management	o High-risk Claims Identification Tools	o Actuarial/Forensic Accounting Firms
o Environmental Management	o Clinical Risk Management	o Telematics Providers
o OSHA 10/30hr Courses	o Entertainment Risk Management	o Cyber Risk Assessment Firms
o Management/Employee Training	o Travel Risk Management	o Disaster Recovery Firms
o Audit and Inspections	o Industrial Hygiene	o Outsourced Health Services Providers
o Safety Project Review/New Facility Protection Reviews	o Environmental Compliance	
o Product Liability Assessments	o Risk Management Information System (HUB RMIS)	
o Hazard Assessments		

Our risk services team is available to engage with our clients to generate success in the placement and use of your insurance program.

A local, Central Florida real estate portfolio client of insured values of roughly $180M had a Civil Authority action in two different cities as a result of Hurricane Matthew that resulted in a significant loss of income. The insurance company interpreted the language of the policy to limit recovery by applying the property damage deductible which was expressed as a percent of total insured value. This percentage, when applied to our client's large portfolio of properties in the impacted area, would not generate any recovery under the policy. We successfully argued that the policy language was not clear to that effect and that we believed the original intent of the manuscripted policy was not to apply the property damage deductible on a civil authority action. The client recovered over $400,000 as a result of our efforts.

Another great risk services example involves a large client with unique property exposures such as wholly-owned tour operations, attractions, and public contracts on Federal land, both locally to Florida and across the US, real estate operations of commercial, residential, mixed use and retail and over 300 power units on schedule. This private enterprise has seen significant benefit of our risk services engagement since beginning work with us in 2007. With facilities in Key West, St. Augustine, Savannah, Nashville, Washington DC, Boston and San Diego, our client's property coverage needs and insured perils vary by location, and with such large exposure, HUB assistance ensures affordability and ability to manage the severe risk exposures across their portfolio.

Our claims team including local administrators Jim Peterson and Karen Dougherty are very active in claims management, administration and negotiation on the casualty portion of this client's business, managing on average 300 claims per year with the client's internal risk management team. Our insured counts on us to utilize our claims expertise and relationships with our 3C carriers to ensure the most fair outcomes when dealing with casualty claims.

Our property experts including VP of Risk Services Ron Taylor have been able to secure tough recoveries on properties in significant wind zones across their portfolio through advocacy and data-driven modeling which have resulted in hundreds of thousands in additional recoveries over the term of our contract with them, many of which were originally denied.

Our risk services programs are tailored to our customers—we do not utilize a one size fits all methodology, or take large, nationally-sold programs and resources to wedge into our client's risk management programs force-fitting to their needs. Our approach in marketing utilizing our Critical Path process to access the best carrier selection with our 3C, Customer-Centric Carrier, relationships ensures the best program will be placed for the City of Fernandina Beach, and with robust and accessible risk services and claims handling assistance, the City can be sure that HUB International and our Public Risk teams are the right fit as your property and casualty agent.

Our Commitment- The HUB Advantage

HUB International is dedicated to maintaining and upholding the highest standards of ethical conduct and integrity in all of our dealings with you, our client. We want to be your trusted risk advisor, and as such, we need to earn your confidence. So we are making a promise. We call it The HUB Advantage. Our mission is to make the advantage yours - and this is our commitment.

- We strive to secure the most favorable terms from insurers, taking into account all of the circumstances - the risk you need to insure, the cost of insurance, the financial condition of the insurer, the insurer's reputation for service, and any other factors that are specific to your situation.

- We are open and honest as to how we are paid for placing your insurance. Our answers to your questions will be forthright and understandable. When we intend to seek a fixed fee for our efforts, we will disclose it to you in writing and obtain your approval prior to coverage being bound.

- You make the ultimate decision as to both the terms of insurance and the company providing your coverage. Our objective is to provide you with choices that meet your insurance needs, and to educate you so your decision is fully informed and best suited to your circumstances.

- We comply with the laws of every jurisdiction in which we operate, including those that apply to how insurance brokerages and agencies are paid. If the laws change, we will respond in a timely and appropriate manner.

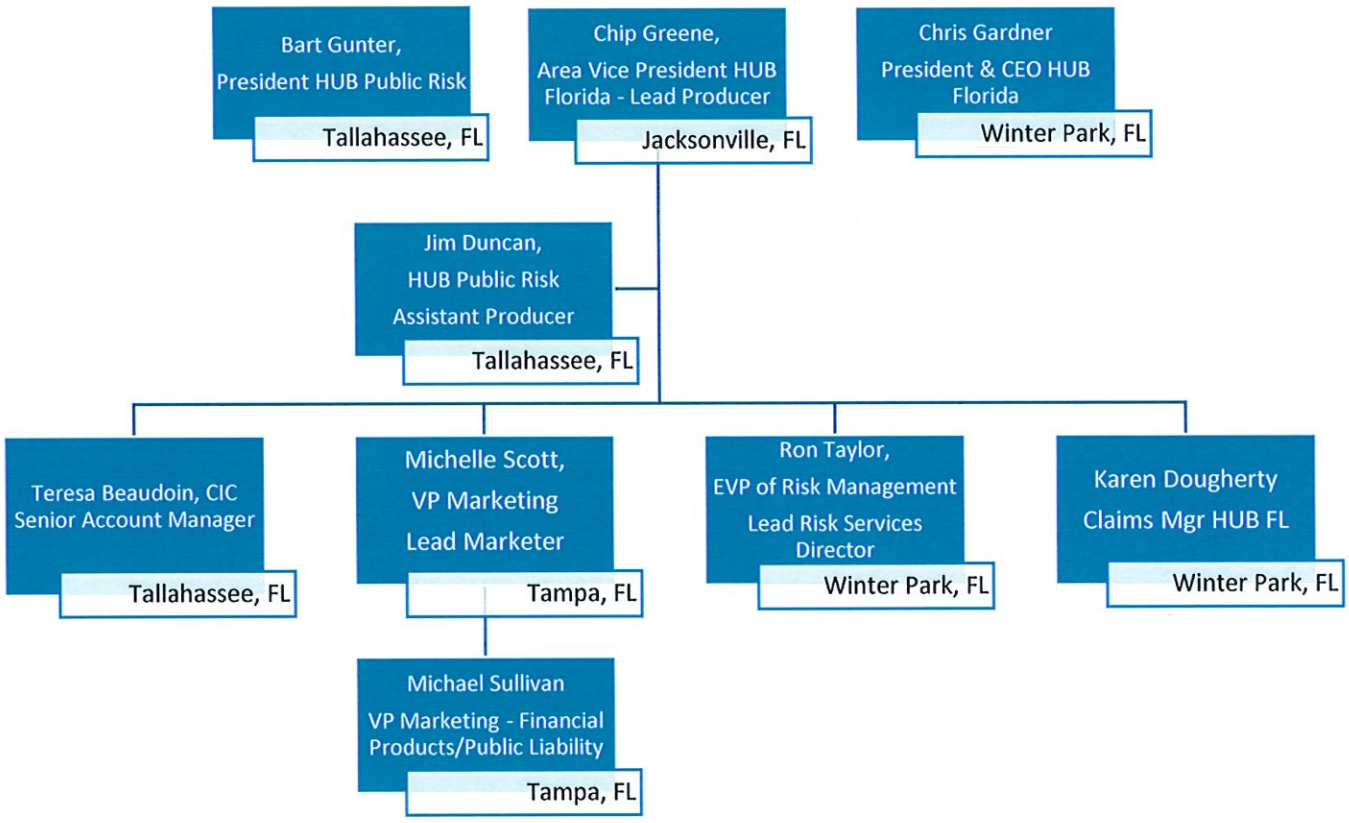
We take our responsibility to our customers very seriously. If at any time you feel that we are not fulfilling your expectations - that we are not meeting our Client Commitment - please contact your account executive or call our toll free client hotline at 1-866-857-4073, and your concerns will be addressed as soon as possible.

TAB 3 - Key Proposed Project Team

The City of Fernandina Beach's HUB International FL and HUB Public Risk team brings many years of experienced and licensed insurance professionals with extensive risk management, client service and marketing experience in both the large account and quasi-governmental and public entity space.

One thing you will notice is that all of these team members are at the top of their field.

Please see our detailed team bios and experience information listed below.



Note: some risk services team members are not listed in the org chart pending risk services needs analysis

Resumes, CV or Profiles of the Proposed Project Team



Chip Greene, Jacksonville Area Executive Vice President
HUB International Florida

Chip will be the lead contact for the City of Fernandina Beach

Chip Greene is the Area Executive Vice President of the Jacksonville area region for HUB International Florida. In this role, he oversees the operations of the Jacksonville office and is responsible for new business development throughout the area. Chip specializes in complex Property & Liability Insurance and Risk Management Programs for commercial businesses.

Prior to joining HUB International Florida, Chip was the owner of Greene Hazel Insurance Group – a Jacksonville based independent insurance brokerage that specialized in middle market insurance and risk management placement. Chip developed his insurance expertise at Fireman's Fund Insurance Co. in Alpharetta, GA where he was an underwriter and worked through several specialty lines including, Commercial Excess Casualty, Commercial Property, and Inland & Ocean Marine. Chip holds a bachelor's degree from the University of Florida and a General Lines Insurance license from State of Florida. He also is heavily involved in the Florida Association of Insurance Agents (FAIA) where he severed three years as a member of the board of directors and four years as a member of the executive committee as vice chairman, chairman-elect, chairman and immediate past chairman. In 2009, Chip was recognized regionally by the Jacksonville Business Journal as a "40 under 40" award winner. Giving back to his community, Chip serves on the board of directors of V for Victory, Dreams Come True of Jacksonville and River Garden Hebrew Home's Foundation Board. Chip also serves on the St. John's County - Ponte Vedra Beach Planning, Zoning and Adjustment Board.

Jim Duncan, CPCU- Fleet Specialist- Risk Manager- Tallahassee Office



Jim will serve the City of Fernandina Beach as the lead Public Entities Consultant.

Jim Duncan joined Rogers, Gunter, Vaughn Insurance (RGVI) in 1988 as a Property & Casualty Commercial Lines Sales team member. Jim holds Florida General Lines Property and Casualty, and Life and Health insurance licenses and in 1993 earned the designation of Chartered Property and Casualty Underwriter (CPCU). Jim has served in the position of Sales Manager for RGVI since 2004 and is the agency's leading sales team member. RGVI joined HUB International in 2017.

Jim has specialized been involved with Public Entities for over 20 years. He has been both a consultant and an agent. Jim also works with state-wide trade associations and in 1993 was recognized by the Florida Movers and Warehousemen's Association for outstanding service to their association.



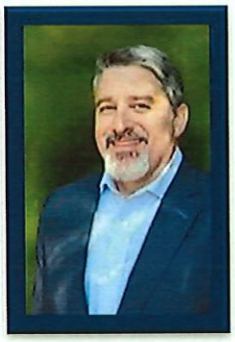
Teresa Beaudoin, CIC- Commercial Lines Account Manager- Tallahassee Office

Teresa is the day-to-day contact for Service Items

Teresa Beaudoin joined Rogers, Gunter, Vaughn Insurance, Inc. (RGVI) in 1980 and currently serves as Manager of the Commercial Lines Department of RGVI. RGVI joined HUB in 2017.

She is a licensed property and casualty agent and holds the designation of Certified Insurance Counselor (CIC). As Manager of the Commercial Lines Department, Teresa is responsible for the agency's service personnel for all commercial insurance accounts including many specialty areas in that department.

Mike Sullivan-Executive Vice President and Financial Practices Leader



Mike will assist the City on Cyber and Management Liability issues

Mike Sullivan is the Executive Vice President and Financial Products Practice Leader for HUB International Florida. Mike specializes in Directors and Officers Liability, Employment Practices Liability, Fiduciary Liability, Professional Liability, Cyber Liability and Crime.

With over 20 years of experience working within the wholesale and risk management advisory sectors Mike maintains the depth and breadth of knowledge to handle both national and complex risk.

Prior to joining HUB, Mike was a Risk Management Advisor for USI and spent 5 years prior working for Willis Towers Watson as Senior Broker in their Atlantic-South Financial Executive Risk Practice (FINEX). While at Willis, Mike handled complex Fortune 500, and Fortune 1000 clients. Prior to Willis Towers Watson, Mike spent 16 years within the wholesale broking sector, last serving as Vice President at Brown & Riding Insurance working in their Professional and Executive Risk Practice advising on complex risk strategy solutions.

Mike is originally from Florida where he attended St. Petersburg College and the University of South Florida where he studied business management. After residing in St. Petersburg, FL for several years, Mike now calls Atlanta home where he resides with his wife and three children.



Ron Taylor, EVP- Risk Management

Ron will run analytics and CAT modeling for the City's Property exposure

Ron Taylor is currently an Executive Vice President of Risk Management with HUB International in Winter Park, Florida, where he supports the state in large account acquisition and consulting. Ron began his insurance career in 1979 with CNA Insurance Companies. In 24 years at CNA, Ron was involved in underwriting, sales and leadership to include Senior Vice President of Risk Management for the South Central Region in Dallas, Texas.
In 2003, he joined KuykendallGardner Risk & Insurance Brokers serving as Vice President of Risk Management, leading the firm's acquisition and management of large accounts.
In September 2014, he became Executive Vice President, leading the firm's Commercial Lines organization and continuing his work in large account acquisition.

James Peterson, Assistant Vice President Risk Management



JP will assist the City with Workers Compensation claims management and risk mitigation

Peterson brings over 30 years of experience in the insurance industry to HUB International, currently serving as Assistant Vice President Risk Management for HUB's Southeast Region located in Florida. In his role, James is responsible for providing technical assistance to clients, marketing of claims and risk consulting services and supporting regional carrier relationships.
His work experience includes 16 years with a national insurance carrier. James has held various positions within the claims and risk mitigation areas. He served as a National Accounts Director of Client Services for 6 years. His primary role was to maintain and expand relationships with large, multi-location customers. Designing the client's account planning cycle ensures that their yearly needs and expectations are met.



Karen Dougherty, Claims Manager

Karen will assist the City with claims that require special handling

Karen Dougherty is the Claims Manger at HUB International in Winter Park, Florida. In this position, she works with our largest clients to provide services which include claim reporting procedures; establishment of Special Handling Requirements; Client Advocate on coverage issues; participating in claim reviews and audits, specializing in reserves and best practices; litigation and reviewing results at stewardship meetings. In over 35 years in the insurance industry, her work experience has included working for insurance carriers, insurance agencies, the owner of an owner wrap-up insurance program and a risk retention program for a national association.



Scott Fouts-VP of Risk Services

Scott is available to the City as risk consultant

Scott Fouts is the Vice President, HUB South Region in HUB's Risk Services Division. He has 17 years of experience in occupational safety, health, and risk management consulting. He spent 15 years on the carrier side of the business providing risk management, safety, property, product liability, environmental, business continuity, fleet, claims, and industrial hygiene services.

He has experience with multiple types of businesses such as large fleet and transportation, construction, manufacturing process, hospitality, educational institutions, healthcare, property management and financial services to obtain positive results in the changing of culture and the identification and mitigation ofrisk.

At HUB International, Scott provides technical advice and training at all levels of safety and risk management. He also works with producers and account managers to protect the people, property, and efficiency of our client's operations.

Carrie B. Cherveny, Esq., Chief Compliance Officer



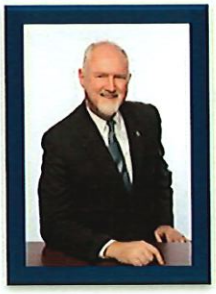
Carrier consults with our insureds on compliance issues

Carrie B. Cherveny, Esq. currently serves as the Chief Compliance Officer and Senior Vice President of Strategic Client Solutions for the Southeast Region of HUB International. In this role, Carrie is responsible for providing compliance and consulting services regarding general health plans, ACA, ERISA, and other legal matters involving employee benefit programs.

Most recently, Carrie was General Counsel and Vice President for a national PEO designing and developing client compliance strategies and solutions. Carrie oversaw both the legal and human resources teams working closely with clients addressing employee relations issues and resolving client concerns.

While working previously as a Partner in a West Palm Beach Employment Law firm, Carrie focused her practice in the area of employment litigation and employee relations in both state and federal courts. She has represented private sector employers in litigation under Title VII, the ADA, the ADEA, the FLSA, the FMLA, the Florida Civil Rights Act, and the Florida Whistleblowers' Acts. Carrie has extensive experience counseling employers in EPLI claim prevention, employee discipline and termination, and employment discrimination and harassment.

Carrie received her Bachelor's and a Master's Degree in Speech Communication from the University of South Florida. In 2005, Carrie earned her Juris Doctorate Law from the Stetson College of Law and passed the Florida Bar exam in 2006 becoming licensed to practice law in the state of Florida.



Bart Gunter, President, HUB Public Risk

Bart Gunter was raised in Orlando, Florida and moved to Tallahassee in 1976. He graduated from Tallahassee Lincoln High School and received an A.A. degree from Tallahassee Community College and a B.A. degree from the University of Florida. After several years as a staff member for former U.S. Senator Bob Graham, Mr. Gunter began his insurance career with Rogers, Atkins Insurance, Inc. in 1991 and became a partner and shareholder of Rogers, Gunter, Vaughn Insurance, Inc. in 2001. In 2016 Mr. Gunter was named President of Rogers, Gunter, Vaughn Ins., and Inc. after being acquired by HUB International; Mr. Gunter has been named HUB Public Risk President.

As a licensed life, health and property casualty agent for the last 27 years, Gunter earned the Certified Insurance Counselor (CIC) designation and is ACA Certified Specialist through the National Association of Health Underwriters. As an experienced Risk Manager Gunter has lectured and provided continuing education courses for numerous statewide Associations. He has lead consulting teams for RGVI with the State Department of Insurance, City of Panama City, Leon County, Leon County Schools, Wakulla County Schools, Madison County Schools, Tallahassee Community College and Property and Casualty for the City of Tallahassee. He has also assisted RGVI associates on benefits committees for Florida State University. Mr. Gunter has over 10 years of experience with self-insurance programs.



Christopher Gardner, President & CEO
HUB International Florida

Christopher Gardner is the President and Chief Executive Officer of HUB International Florida. In this role, he oversees all operations for the State of Florida. Chris has spent his entire 25-year career in the insurance brokerage business. Chris was a founding partner in Kuykendall Gardner, LLC, which was acquired by HUB in October of 2014. Chris specializes in large real estate portfolios and alternative risk financing for large casualty business.

He earned a bachelor's degree in political science from the University of Florida, where he was a member of Florida Blue Key. He has achieved designations as a Certified Risk Manager (CRM) and Certified Insurance Counselor (CIC) and holds licenses for General Lines Insurance and Life, Health and Variable Annuities.

Dedicated to giving back to his community, he served as the Chairman of the Board of Governors of Citizens Property Insurance Corporation from 2013-2018 and as member of the Board from 2011-2018.

Marketing Team



Teresa Boyd, Chief Marketing Officer

Teresa Boyd is the President of Commercial Lines and Chief Marketing Officer and a senior member of the executive leadership team of HUB International Florida. As CMO, Teresa oversees strategic partnerships with carriers and industry intermediaries. Serving as the chief liaison on behalf of marketing, production and service team members, Teresa helps ensure access to the broadest and most competitive insurance programs for HUB's existing and prospective clients. As a member of the executive leadership team, Teresa is highly engaged providing ongoing leadership toward achievement of HUB's mission of advocacy and excellence to our clients.

With over 30 years of insurance experience, Teresa has developed expertise in the placement of uniquely structured and complex risk management programs for those in the Real Estate, Construction and Hospitality sectors. She currently serves as a member of HUB's national real estate steering committee and as a council member on the advisory council for several large national insurance carriers.

A pillar of Teresa's practice has been her outstanding reputation and strong relationships built with a broad range of industry colleagues and affiliates. Teresa's steadfast research to remain ever-abreast and ahead of the industry's trends and conditions, enables her to safeguard and offer solutions to corporate clients against unforeseen fluctuations in the marketplace.

Michelle Scott, Vice President of Marketing



Michelle Scott is the Vice President of Marketing for HUB International Florida. In this position, Michelle deploys a multi-faceted approach to fulfill a variety of responsibilities including overseeing the placement of complex insurance programs across a wide range of products and industry segments. Michelle also plays a key role in managing HUB's carrier relationships in Florida, frequently liaising with underwriters and industry affiliates.

As a senior member of the Marketing Team, Michelle provides oversight and guidance to her teammates and is frequently utilized for training and other procedural input in determining best practices. Michelle actively works with HUB's insurance advocates and client managers delivering innovative placement solutions to respond to clients' needs.

With 20 years of industry experience, Michelle has extensive knowledge and has developed specific expertise in the areas of Technology, Life Science, Real Estate and Environmental risks.

TAB 4 – References Provided by Other Clients

Reference 1 – Current Client	
Company Name	Central Florida Expressway Authority
Contact Name	Son Nguyen, Risk Manager
Address/ Telephone Number	4974 ORL Tower Road, Orlando, Fl 32807 (407) 353-1519
Email Address	Son.Nguyen@cfxway.com
Contract Dates	2021 to present
Annual Contract Value	$50,000
Brief Description of Services Provided	Risk management analysis and insurance policy overview and Placement

Reference 2 – Current Client	
Company Name	City of Tallahassee
Contact Name	Art Pitts
Address/ Telephone Number	300 S Adams St, Tallahassee, FL 32301 877-435-2872
Email Address	Arthur.pitts@talgov.com
Contract Dates	2014 to present
Annual Contract Value	$58,500
Brief Description of Services Provided	Risk management consulting and analysis, insurance policy review and broker services for all casualty lines.

Reference 3 – Current Client	
Company Name	Florida Housing Finance Corporation
Contact Name	Jessica Cherry
Address/ Telephone	1101 North Monroe St, Ste 1000, Tallahassee, FL 32301 850-488-4197
Email Address	jessica.cherry@floridahousing.org
Dates of Service	1998 to Present
Brief Description of Services Provided	Broker services for all lines of property/casualty, risk management consulting, and employee benefits agent.

Reference 4 – Current Client

Company Name	Florida State University
Contact Name	Bill Hunkapiller
Address/ Telephone	1721 W. Paul Dirac Drive, Tallahassee, FL 32310 850-694-5435
Email Address	bhunkapiller@fsu.edu
Contract Dates	Contract started in 2023
Annual Contract Value	$30,000
Brief Description of Services Provided	Broker services and consulting for Cyber liability

Reference 5 – Current Client

Company Name	Florida State University School
Contact Name	Loren Vause
Address/ Telephone	3000 School House Road, Tallahassee, FL 32311 850-694-5435
Email Address	lvauce@fsu.edu
Contract Dates	2003 to Present
Annual Contract Value	This is a commission agreement
Brief Description of Services Provided	Broker services for all lines of property/casualty, risk management consulting, and employee benefits agent.

Reference 6 – Current Client

Company Name	Leon County School District
Contact Name	ShaRhonda Brown
Address/ Telephone	2757 W. Pensacola Street, Tallahassee, FL 32304 850-487-7208
Email Address	browns4@leonschools.net
Contract Dates	2014 to Present
Annual Contract Value	This is a commission agreement
Brief Description of Services Provided	Broker services for benefits

Reference 6 – Current Client

Company Name	City of Panama City
Contact Name	Cheryl Furr
Address/ Telephone	819 E. 11th Street, Panama City, FL 32304 850-872-3014
Email Address	cfurr@pcgov.org
Contract Dates	2018 to Present
Annual Contract Value	This is a commission agreement
Brief Description of Services Provided	Broker services for benefits

TAB 5 – Ability to Furnish Required Services

HUB will provide all marketing, placement, claims support, and daily client service as part of our fee. This will include Risk Services as agreed to in our Service Plan which will be developed in the initial phase of our relationship with the City of Fernandina Beach. Certain Risk Services will be available on a fee basis including actuarial reviews and services, Human Resource consulting, Loss Control services, and other Risk Management services and consulting that is not part of the placement of insurance or reinsurance, claims services or client services.

Schedule of Work

While we recognize our primary role for the City of Fernandina Beach is to serve as the coordinator and advisor on the marketing and placement of insurance and reinsurance, we also plan to offer our services for risk management. We believe a key part of our partnership with the City involves developing a plan and "Schedule of Work". We deliver our mission using a dedicated timeline so that responsibilities and deadlines are clear to all parties. Below is our proposed timeline, however we do recognize that this can be adjusted due to your deadlines and meeting schedules.

Function	Tasks	Timeframe
Analysis / Analytics	o Perform extensive review of existing program. o Review and analysis of the City of Fernandina Beach exposures. o Complete CAT modeling for all property controlled the City of Fernandina Beach. o Perform Loss Analysis. o Discuss Risk Management and how to best integrate our Risk Services team. o Discuss trends within Insurance and Legislation.	Upon appointment
Market Strategy	o Define renewal strategy, including pricing and coverage objectives, with the City of Fernandina Beach. o Set renewal timelines and milestones. o Discuss options for coverage and alternatives to levels of risk retention. o Identify target markets and pre-qualify through initial underwriter meetings. o Define policy wording requirements. o Analyze strengths / weaknesses of carrier services including loss control and claims handling.	120 days prior to renewal
Document Preparation	o Assemble comprehensive insurance submission in format preferred by underwriters.	90 days prior to renewal

Function	Tasks	Timeframe
and Market Submission	o Prepare manuscript policy forms for inclusion with insurance submission. o Review Risk Control and Claims service requirements with specifically defined process and reporting requirements. o Review final insurance submission and service requirements with the City of Fernandina Beach prior to distribution to underwriters and service provider firms. o Finalize selection of carriers to receive submission and invite service providers to respond. o Validate financial ratings of selected carriers and qualifications of selected services firm.	
Deliver Market Submission	o Distribute submissions and service requirements and verify receipt. o Set up market meetings with carriers to review safety & loss control.	90 days prior to renewal
Market Negotiation	o Schedule meetings with underwriters. o Foster the City of Fernandina Beach's relationship with underwriters. o Follow-up on any requests for clarifications or additional data from underwriters. o Monitor progress of carrier proposal development and keep the team fully apprised of all developments.	60-90 days prior to renewal
Proposals Analysis	o Analyze carrier quotations and subject analysis to peer review. o Qualitative review of coverage terms and conditions, policy forms, other program considerations (such as collateral, admin requirements, carrier history/capability, etc.). o Quantitative review of premium. o Prepare and present insurance pricing comparisons. o Prepare and present review of proposed terms and conditions, policy forms, administrative requirements, etc. o Offer recommendations and rationale.	30 – 60 days prior to inception
Coverage Binding	o Create binders for transmittal to carriers. o Require signed binders from carriers prior to program inception. o Transmit all binders to the City of Fernandina Beach noting coverage summary, schedule of subjectivities, and premium breakdown o Review and Issue needed certificates.	Prior to renewal

Function	Tasks	Timeframe
Post Policy Issuance	○ Deliver policies and review with the City of Fernandina Beach. ○ Assist the City of Fernandina Beach in claims management. Utilize our claims management experts as needed on large claims.	On Going

Client Service Standards

HUB Public Risk, Inc. is committed to the achievement of excellence in service to your organization via our:

- Experienced, qualified team
- Knowledge of the marketplace
- Commitment to quality
- Sense of urgency
- Creativity
- Professionalism
- Communication skills

We understand that your account requires a special kind of service. You want us to understand the marketplace, know your underwriters and be a partner with the relevant insurance carriers. Price is always an issue, but it is not the basis on which we manage risk. By making the buyer part of the ongoing servicing and planning of the program, HUB achieves a level of communication and trust which bonds our relationship. Because of the importance and unique nature of your account, HUB has established performance standards that will communicate to you our commitment to excellence in client service.

These standards are:

A. The Account Executive will make contact at least once a month to update you on any open items. You are likely to have regular conversations and communication with the Account Executive as a matter of course and you should expect timely responses.

B. The Renewal Timeline will be followed as previously outlined. Special emphasis will be given to pre-renewal meetings to review the program with your Client Service Team. These meetings will include:
    a. A recap of current program.
    b. A review of the current marketplace.
        i. alternative markets.
        ii. alternative programs.
    c. Status Report on Services.
        i. provided by HUB.
        ii. provided by insurer.
        iii. provided by other third parties.
    d. A discussion of HUB projects completed during previous year.
    e. Developments and trends within your operation.
    f. New projects with clearly defined deadlines and responsibilities.

g. A preliminary renewal strategy with goals and deadlines including discussion of any potential competition.
h. A detailed written summary of this meeting will be prepared by the Account Manager and sent to you.

C. A minimum of an annual meeting will be planned between you and insurance company personnel.
D. Where required, written claim and loss control procedures will be developed and distributed to your claims administrator, insurers and other service providers.
E. Stewardship meetings will be held with your risk management team annually

Service Philosophy

People

- Recruit new talent to broaden the expertise available to our customers.
- Offer enhanced training and development opportunities for all employees to enable us to keep current on things our customers need to know about.
- Empower individuals and teams to define and shape the customer experience - allowing us to tailor our solutions to your needs.
- Foster interaction among customers, communities, carriers and colleagues - to leverage all available resources on your behalf.

Product

- Gain a deep understanding of customer needs and build solutions and products specific to each customer segment - this means we are committed to being more than your insurance broker - we want to be a solution provider.
- Mobilize resources to focus on our Customer Centric Carriers (3C Carriers) within both retail and wholesale businesses. This allows us to focus on delivering the full range and depth of offerings from a narrower group of insurers. While we continue to represent all carriers, we feel a stronger partnership with a few providers that deliver a better overall product and experience to our customer.
- Using our income to enable additional investment in our people and technology, leading to better customer solutions.

Process

- Develop new and effective ways to communicate with and serve our customers - this has led to development of key tools such as our HUB Connects newsletters, RMIS systems and other key resources that we deliver to help make your customer experience unique.
- Achieve greater efficiency and accuracy through the use of new technology - this allows us to better manage the quality of the service that we provide our customers and assure quality and timeliness.
- Share best practices, re-design systems and consolidate operations in order to deliver a more consistent and rewarding customer experience.

Timeline for Engagement

Function	Service	Timeframe
Administrative	○ Remit all binders and policy confirmation within 72 hours of being bound with insurers.	Annually, no later than 7 days prior to expiry
	○ Remit all policies and endorsements on a timely basis.	Annually, no later than 60 days after effective date
	○ Provide a summary of limits, conditions and exclusions with every policy issued.	Annually
	○ Provide schedule of insurance.	Annually
	○ Provide timely advice and response to insurance related matters.	Ongoing
	○ Issue certificates of insurance within 2 business days and any other evidence of insurance required from time to time.	As requested
Risk Control	○ Identification of risks through site reviews and discussion.	Annually
	○ Review of contracts, leases and agreements for insurance and indemnity requirements.	As requested
	○ Obtain detailed loss statistics from insurers, review and provide copies regularly.	As required
	○ Review and provide copies of insurance company inspection reports.	As required
	○ Identification of uninsured risks.	As made by the insurer
Claims	○ Provide overall advice on claims matters.	As required
	○ Report loss to insurers immediately upon notice from the City of Fernandina Beach and assist on the administration / handling of claims.	As required
	○ Make arrangements for claims adjuster on behalf of the insured.	As required
	○ Assist in the development and submission of the statement of claim.	As required
	○ Provide advocacy services.	As required
	○ Assess subrogation potential.	As required
	○ Expedite payment of loss from insurers.	As required
Insurance Placement	○ Keep abreast of insurance market trends and seek out the most favorable terms and conditions.	Annually and from time to time

Function	Service	Timeframe
	○ Data collection for renewal purposes; review appropriateness of coverages, limits and deductibles. ○ Evaluate the stability and financial condition of the City of Fernandina Beach's insurers and any prospective insurer. ○ Annual review of insurance program. ○ Submission to underwriters for quotation. ○ Inform the City of Fernandina Beach of renewal developments and desirability of insurer meetings. ○ Negotiate competitive premium costs for policies through insurer(s) agreed upon by the City of Fernandina Beach. ○ Delivery of quotes to the City of Fernandina Beach prior to the expiry date of current coverages.	Annually, 90 days prior to expiry Annually Annually Annually, and as necessary Annually, 60 days prior to expiry Annually, 30 days prior to expiry As required
General	○ Issue an annual timetable detailing service specification. ○ Provide an annual service report including the following information: • Summary of insurance. • Detailed account of number of hours devoted to service of the account. • Market status report. • Program performance (i.e. cost relative to prior years, program enhancements or reductions). • Recommendations. ○ Attend to reasonable ad hoc requests and inquiries in a timely manner.	Annually, 8 weeks prior to expiry Annually As required
Meetings	○ Meet with the City of Fernandina Beach staff to review insurance, claims or risk management issues. ○ Pre-renewal review meeting; information gathering. ○ Review and approve insurance specification submission to underwriters.	At mutually agreed intervals 8 weeks prior to renewal 8 weeks prior to renewal

Function	Service	Timeframe
	o Obtain quotations / terms and conditions and agree basis for renewal. o Agree basis for renewal and arrange / confirm placement.	1-2 weeks prior to renewal Prior to renewal
Potential Services	o Arrange risk consulting services for the purpose of risk identification, assessment and mitigation. o Risk finance and consulting.	As required As required

With over $1B in premium volume in HUB Florida alone, our agency network here has significant experience in managing large, high-deductible accounts comparable to the City of Fernandina Beach. With a broad breadth of industry experience in risk services and risk management, our approach to public entity business ensures a fresh perspective is taken to the City's risk profile and insurance program while also ensuring the City and its insurance and risk management program outcomes are key to our mutual success, not just another account in a large public entity book of business.

Our fresh perspective promises attention to detail on the specific risks the City faces, and our proactive approach ensures that solutions do not come as a response to a problem or issue faced.

For example, many of our large quasi-governmental clientele are being sought as a target for cyber and data liability attacks. Smaller cities and municipalities with owned and/or managed utilities or waste services are prime targets for sophisticated hackers seeking to enter unchecked and harvest cities' data. In 2021 alone, the public sector was the target for 12% of all US-based cyber and ransomware attacks. Our cyber and management lines professional Mike Sullivan spends much of his time in our risk services division reviewing front-end protocols, data access and use across departments, and employing resilience testing to provide valuable data for City's and quasi-governmental entities to share with their IT teams and vendors for consistent and proactive status of the organizations protection before a claim or incident occurs. Review of vendor programs' protocols, breakdown of data liability between vendors and the City, and metrics-based firewall and resilience testing all gives assurance and control to the City, while also providing our marketing team with valuable support when in the market for this coverage. A useful "Cyber Renewal Market Report" prepared for Central Florida Expressway Authority is attached below in Tab 6 – Miscellaneous to provide the City with further information on this topic.

Sample Cyber Review/Assessment



2021–2022 State of the Market: Key Developments

Disrupted market premium increases are here to stay:

- Record ransomware activity escalates carrier concerns
- Higher claims trending for ransomware and related business interruption costs
- Historical spike in ransomware attacks with public entity exposure growing by 50%
- Carrier profitability outlook continues to deteriorate in 2021
- Malware increased 358% in 2020
- Phishing attacks account for more than 80% of reported security incidents
- Next Gens supply chain attacks grew 420%
- SolarWinds supply chain cyber event
- Increase in silent cyber – cyber risk that is neither expressly covered nor excluded in insurance policies
- Carriers managing limit deployment by reducing limits, sub -limiting coverages and adding co -insurance provisions

Forbes State of Cybersecurity Readiness:

- 78% lack confidence in their cybersecurity posture prompting 91% to increase 2021 budgets to cyber security
- On average, only 5% of companies' folders are properly protected (2019 Global Data Risk Report | Varonis)
- Nearly 80% of senior IT and IT security leaders believe their organization lack sufficient protection against cyber attacks d espite increase IT security investments made in 2020 to deal with disturbed IT and work -from-home challenges
- Identity theft spikes amid pandemic
- Globally average cost of a data breach is $3.86 million as of 2020 (dice.com)
- United States continues to experience the highest data breach costs, averaging $8.64 million per event. (dice.com)
- Netscout Threat Intelligence saw 4.83 millions DDoS attacks in 1H 2020

Pricing and Retention Changes:

- Primary Layers: +15% to +50% or more with a complete submission and optimal ransomware controls and no material loss events.
- Primary Layers: +50% or more if losses and/or sub -optimal internal information security controls and processes.
- Excess Layers: +15% to +35% or more if no losses/complete submission and optimal ransomware controls.
- Excess Layers: +50% or more if losses and/or sub -optimal internal information security controls and processes.
- Minimum Self-Insured Retention(SIR) changes: $250K to $500K for middle market companies.
- Minimum Self-Insured Retention(SIR) changes: $1M or more for large companies
- Percent of Cyber with rate changes on renewal: 2020 Q4 80%

2021–2022 Cyber Liability - Ransomware

In 2020, insurers experienced a spike in ransomware events and massive increase on the dollar impact of these events. While ransomware affects all industries, insurers are managing their exposures (reducing the deployed capacity or increasing the ov erall SIR) in certain hard -hit industry verticals. Any insurance placement that includes cyber and privacy coverage components will experience some form of hardening.

Given these events, the cyber market has gone from hardening to historically hard. Overall, insurers are managing the limits(capacity) they deploy, increasing self -insured retentions, and underwriting more thoroughly and technically. This includ es the removal or limitation of previously negotiated coverage.

Insurers are focused on insured controls, which may be analyzed in a ransomware/extortion supplement - now widely required by cyber insurance carriers:

- Multifactor authentication (MFA) controls
- Patch management process
- Backup procedures
- Vendor management IT controls
- Presence and use of endpoint detection and response (EDR)
- Regulatory expansion, both in U.S. and internationally
- Use and presence of SolarWinds software

Insurers are consistently engaging the services of third -party vendors to perform noninvasive perimeter technical scans and alerting insureds. The goal is to proactively identify potential vulnerabilities that may create a potential breeding ground for a cyber event.

Additionally, insurers are scrutinizing loss runs/loss information on applications, looking for:

- Details of any event(s)
- Costs incurred and paid
- Remediation steps taken to prevent the reoccurrence of a similar loss/event.

2021–2022 Cyber Liability - Ransomware

Market Changes:

For ransomware controls and mitigation techniques, insurers typically classify a risk in any of these four categories:

a. Best in class
b. Above average
c. Average
d. Below average

For average or below average categorization, insurers may insulate themselves by

1. Adding a ransomware exclusion
2. Reducing limits/capacity and increasing the retention of relevant coverage sections for ransomware events
   a. Applying a form of coinsurance percentage for relevant coverage sections for ransomware events in response to the aggregate exposure potentially posed by the spike in network intrusions
3. Evaluating any of the following
   a. Co-insurance for contingent business interruption
   b. Increased waiting periods
   c. Specific event exclusions for events that can potentially impair multiple networks at once
   d. Infrastructure exclusions

How Ransomware impacts clients of different sizes and types*

- The average ransomware attack costs the targeted organization $228,000 in business interruption
- 1 in 5 businesses fell victim to a ransomware attack in 2019
- 62% of businesses in the small to medium sized businesses go out of business within 6 months of being hit by a ransomware att ack

Rising Cost of ransomware attacks*

- NetDiligence found overall costs of a ransomware attack increased 57% from 2018 to 2019 - more if you factor in business interruption costs

In 2019 the cyber insurance industry saw increased ransomware activity, In the fourth quarter of 2020, an unprecedented number of cyber incidents affected the insurance market, some of which included*

- Solar winds supply chain cyber event
- Historical spike in ransomware attacks. The healthcare sector alone faced a 40% surge, while year over year growth for municipalities grew by 50%
- A dour cyber re -insurance cycle

*Corvus Insurance

Cyber Benchmarking: Limit Adequacy (1st Party) (Corvus)

+ **$200,000** Ransom Payment

+ **$50,000** Data Recovery Costs & Extra Expenses

+ **$350,000** Breach Response Costs

Total estimated cost for Central Florida Expressway Authority

Total cyber loss estimates may be great as this calculation does not include: regulatory fines, penalties, PCI-DSS assessment expenses, cyber crime/ financial fraud, and reputational loss

Over 15 days $12,627,945

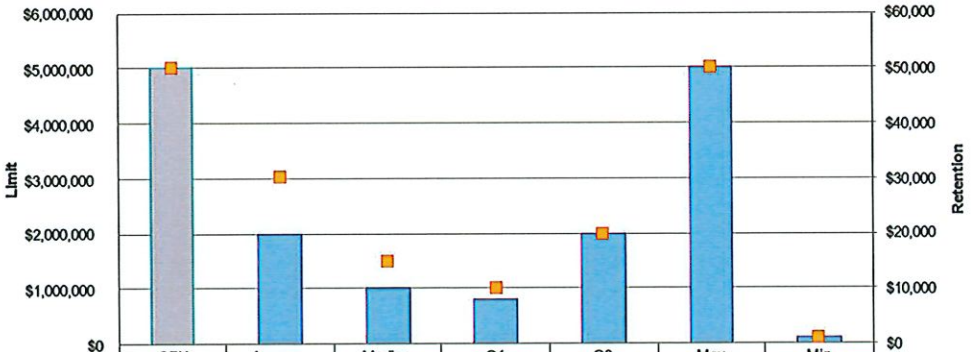
Over 30 days $24,655,890

Over 60 days $48,711,780

This calculation is an approximation of the cost of a ransomware event that shuts down the operations of an organization.

Cyber Benchmarking: Limit Adequacy (3rd Party Loss) (Advisen)

Parameters			
Coverage	Cyber Liability	Exposure	Revenues
Company Type	Public Entity	Range	$250 M - $500 M
Industry	Consumer Services | Local Govt	Sample	23

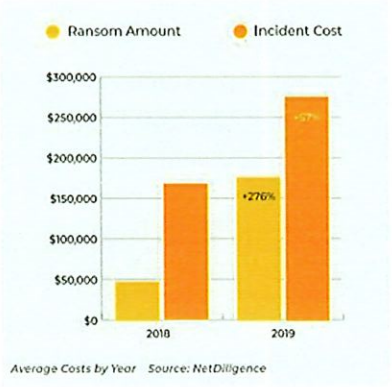


	CFX	Average	Median	Q1	Q3	Max	Min
Limit (M)	$5,000,000	$2,000,000	$1,000,000	$800,000	$2,000,000	$5,000,000	$100,000
Retention	$50,000	$30,264	$15,000	$10,000	$20,000	$50,000	$1,000

2021–2022 Cyber Liability Statistics

Companies that once thought they were outside of the hacker crosshairs are now firmly within scope for a ransomware/cyber breach event.

1. No business, regardless of size, is immune from a ransomware event.
2. Profitability and work from home environment have incentivized ransomware events.
3. Businesses with both resources and technology to combat a ransomware event are not immune from a cyber event.
4. Businesses with limited resources and technology have a higher propensity with experiencing a cyber event.
5. Businesses within all industry verticals are susceptible to ransomware events.
6. Theft of Data is no longer the target - Systems hijacking is a much more profitable ransomware event.



Average Costs by Year Source: NetDiligence

CNA $40M ransomware event: https://www.msspalert.com/cybersecurity-breaches-and-attacks/ransomware/cna-payment-40-million-dollars/

Colonial Pipeline $4.4M ransomware event: https://www.wsj.com/articles/colonial-pipeline-ceo-tells-why-he-paid-hackers-a-4-4-million-ransom-11621435636

JSB Meatpacking ransomware event: https://www.reuters.com/world/us/some-us-meat-plants-stop-operating-after-jbs-cyber-attack-2021-06-01/

Recognizing CNA, Colonial, and JSB make the headlines, it's the small to medium sized business operators that have the hardest time dealing with a cyber event.

2021–2022 Cyber Liability- Ransomware

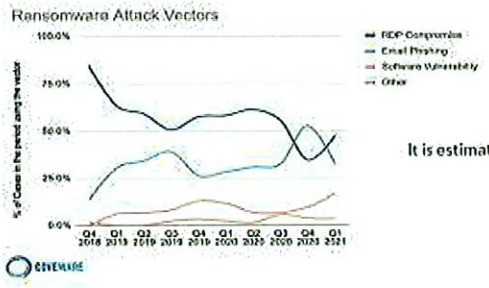
The most common method used by ransomware groups is the exploitation of Remote Desktop Protocol (RDP)

- Cyber criminals have been able to scan for and exploit RDP servers left unpatched to certain vulnerability
- The pandemic work from home environment has caused an increase in the number of open ports with RDP exposed
- Criminals anticipated this trend which has led to a reported 6x increase in attack activity

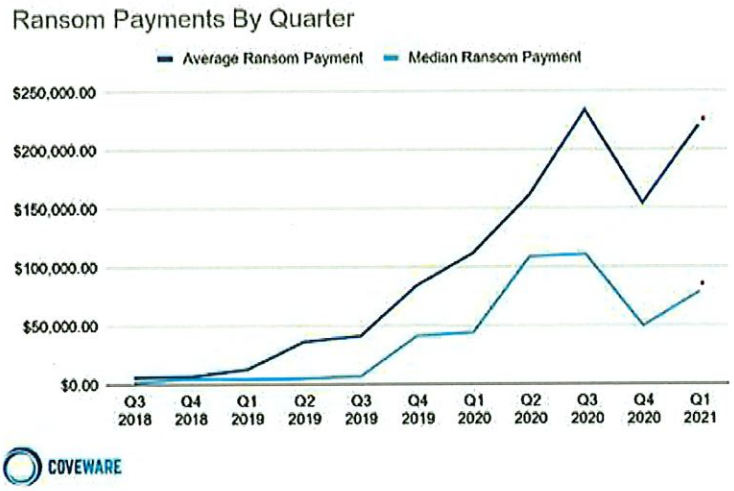
The second most common attack vector is through social engineering

- The act of manipulating an individual through a phishing email event sent to employees of a target company
- The intent is to trick the user into clicking a link or downloading an attachment that starts running software on the infected computer

Most Common Ransomware Attack Vectors In Q1 2021



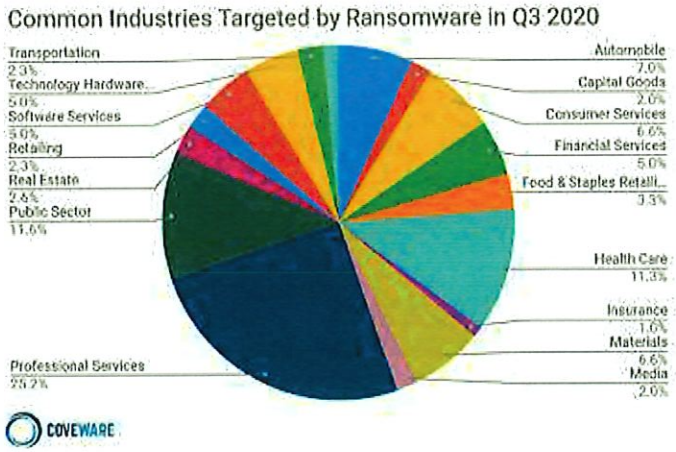
It is estimated that 90% of ransomware demands are met



Takeaway:

- Average ransom payment increased 43% to $220,000 from $154,108 in Q4 of 2020
- 77% of ransomware attacks involved the threat to leak exfiltrated data
- Majority of ransomware attacks that involve data exfiltration have two main goals: 1. exfiltrate corporate data from the most convenient file server 2. escalate privileges and deploy ransomware on as many endpoints as possible

2021–2022 Cyber Liability Statistics



Takeaway:

- RDP (remote desktop protocol) compromise has been the prime threat for ransomware, staying above 50%.
- Public Sector makes up 11.6% of the targeted ransomware attacks

Most Common Ransomware Variants in Q1 2021

Rank	Ransomware Type	Market Share %	Change in Ranking from Q4 2020
1	Sodinokibi	14.2%	-
2	Conti V2	10.2%	+4
3	Lockbit	7.5%	+6
4	Clop	7.1%	New in Top Variants
5	Egregor	5.3%	-3
6	Avaddon	4.4%	+3
7	Ryuk	4.0%	-4
8	Darkside	3.5%	New in Top Variants
9	Suncrypt	3.1%	-1
9	Netwalker	3.1%	-5
10	Phobos	2.7%	-1

Top 10: Market Share of the Ransomware attacks

COVEWARE

HUB Public Risk, Inc. has additional public entity clients throughout the State listed below:

Wakulla County School District	Florida Housing Finance Corporation
District School Board of Madison County	University of North Florida
Jefferson County School District Bay County School District	Florida Community College of Jacksonville
Sumter County School Board	Florida League of Cities
University of Central Florida	Florida Association of Counties
University of Florida	Florida School Boards Association
Florida State University	Florida Citrus Sports
Tallahassee Community College	Career Source Pinellas
Visit Florida	Ocala Housing Authority
Enterprise Florida	Avon Park Housing Authority
	Winter Park Housing Authority
	Lee County Housing Authority

Please see list below of additional national HUB International public entity clients:

City of Nashua	Sandoval County
City of Manchester	Millcreek Township Supervisors
City of Riverside	City Of Chilliwack
City of Chicopee	Santa Fe County
Town of Cary	Lincoln County
City of Boulder	City of Lewiston
City of Pueblo	Town of Saugus
City of Bellingham	City of Aurora
City of Opelousas	Village of Niles
City of Carlsbad	City of Lawrence
City of Grand Junction	Campbell County
City and County of Broomfield	Washakie County
San Diego Unified Port District	Holmes County
Town of Salem New Hampshire	City of Porterville
Westmoreland County	El Paso County Water Improvement
Eastern Municipal Water District	Stone County Board of Supervisors
Pattern Renewable Holdings Canada ULC	The Geo Group, Inc.
City of Hemet	City of Hesston
Stanly County	City of Ottawa, Kansas
City of Brighton	Town of Swampscott

Town of Agawam	Summit County
County of Stanislaus	City of Alpena
City of Fort Collins	City of Methuen
City of National City	City of Wasco
City of Fort Worth	City of Euless
Lake County (Indiana) Government	City of Fayetteville
City of Everett	Sedgwick County, Kansas
Corporation of the County of Simcoe	St. John the Baptist Parish Sheriff
Aerion Corporation	City of Hamlet
City of Arvada	Corporation of the City of Dawson Creek
Teller County Government	Twin River Management Group, Inc.
City of La Verne	Grady County Criminal Justice Authority
Brazos River Authority	City of North Kansas City, MO
City of New Orleans	City of Ruidoso Downs
City of Westfield	City of Wylie
County of Erie	Alamance County
City of Artesia	Village of Lansing
City of Twin Falls	City of Melissa
School City of Hammond	City of Whittier
City of Monrovia	Town of Elon
Village of Ruidoso	Environmental Defense Fund Incorporated
City of Sapulpa	Corporation of the Town of Essex
City of Woodstock	Geary County
Stevens County	City of Sheboygan Falls
Hancock County Board of Supervisors	Whitehall Township - Lehigh Co
City of Escondido	City of Kingsburg
City of Poway	City of Belding
City of Mobile	Millcreek Township - (Erie)
St. Mary Parish Local Government	City of Rapid City
City of Socorro	City of Las Vegas
Linn County	Pueblo County
City of Las Vegas	City of Rowlett
Beloit City Employees	NIMBL Worldwide
Pueblo County	City of Anthony

TAB 6 – Location in Proximity to Fernandina Beach

HUB International Florida, operates 12 offices throughout Florida, encompassing more than 275 employees.

The closest office to Fernandina Beach is our Jacksonville office located at 10739 Deerwood Park Blvd.

The office is headed by Chip Greene, Area Vice President and lead contact for the City of Fernandina Beach.



Chip has strong ties to the Jacksonville area community. In 2009, Chip was recognized regionally by the Jacksonville Business Journal as a "40 under 40" award winner. Giving back to his community, Chip serves on the board of directors of V for Victory, Dreams Come True of Jacksonville and River Garden Hebrew Home's Foundation Board. Chip also serves on the St. John's County - Ponte Vedra Beach Planning, Zoning and Adjustment Board.

TAB 7 - Compensation / Cost of Service

We recognize that the RFP for services to the City of Fernandina Beach requests a fixed-fee structure, and our work performing the marketing and placement of insurance as requested by the City will abide by this fee structure. Any quote proposals for insurance will be netted of commission to our agency, and any contingencies associated with these placements will be clearly defined and discussed with the City. Our proposed fee arrangement for this request for proposal is outlined below:

FY 2023	$50,000	/year
FY 2024	$50,000	/year
FY 2025	$50,000	/year
FY 2026	$50,000	/year
FY 2027	$50,000	/year

As cited in the Risk Services section, many of our resources which may be prescribed based on our needs assessment with the City will be included in this fee, however, should the City of Fernandina Beach desire a more robust involvement of our risk services or other resources accessed through our organization which may require an additional fee for services, it is our commitment to be transparent and address those with the City to ensure profitable outcome for all parties involved prior to deploying those resources.

CITY OF FERNANDINA BEACH RFP OPENING TALLY

RFP 23-04

RFP Name: PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES

Attended by: Denise Matson, Wanda Weaks

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 premliminary 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

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
1	Scope and Quality of Services proposed and demonstrated ability of firm to provide all services identified in the RFP	21	63.00	17	51.00	21	63.00	18	54.00
2	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
3	References provided by other clients with comparable services	20	20.00	12	12.00	21	21.00	16	16.00
4	Ability to furnish required service to best service the needs of the City of Fernandina Beach	23	92.00	15	60.00	24	96.00	20	80.00
5	Location in proximity to Fernandina Beach	18	36.00	19	38.00	25	50.00	17	34.00
6	Cost of Services	21	147.00	16	112.00	16	112.00	24	168.00
	Total		415.00		321.00		411.00		403.00

City of Fernandina Beach
RFP 23-04 Evaluation Committee Meeting
PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES
March 31, 2023 – 2:00pm

Committee members present: Mark Foxworth, Denise Matson, Pauline Testagrose, Jeremiah Glisson, Tammi Bach

Others Present: Kyle Stoekel, Brown & Brown Public Sector; Andrea Galvis, Brown & Brown Public Sector: Luke Gowen, Cecil W. Powell & Company

Staff members present: Purchasing Agent Wanda Weaks

The meeting was called to order at 2:00PM by Purchasing Agent Wanda Weaks.

Four submittals were received for this Request for Proposal: HUB Public Risk; Brown & Brown Public Sector Risk Management; Cecil W. Powell & Company; Gallagher Risk Management, Inc.

Individual scoring sheets, prepared by each committee member, were received prior to the meeting, and consolidated into one sheet, which tallied the total scores for each submittal. Based on the overall evaluation scoring the firms were ranked 1) Brown & Brown Public Sector; 2) HUB Public Risk; 3) Gallagher Risk Management, Inc; 4) Cecil W. Powell & Company.

Ms. Testagrose commented that all ratings were similar. The consensus was that all the firms met the needs of the City. It was noted Brown & Brown has a local Jacksonville office and online training. The determining factors came down to pricing and list of clients. Ms. Matson and Mr. Foxworth agreed.

Ms. Bach made a motion, seconded by Mr. Glisson, to recommend award of RFP #23-04 to Brown & Brown Public Sector. The motion carried, all being in favor.

A Resolution for City Commission approval will be prepared for the May 16, 2023, regular meeting agenda.

There being no further business for the committee, meeting was adjourned at 2:10PM.

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

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.

Hello Mr. Foxworth,

In accordance with the General Conditions of RFP (23-04), Section 15 (Bid Protests), please consider this as written notice of protest in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444. We received notification on April 3, 2023 that the Evaluation Committee is recommending another insurance broker (Brown & Brown) in accordance with this RFP.

Before I state my basis for this protest, I want to first take the time to thank you for your leadership to the City in your interim role. We have the utmost respect for you and all of the City staff. Over the past twenty-three years as your broker, we have formed relationships with the City based on a foundation of mutual trust. I say all this to reiterate that this protest should not be taken as criticism of the committee in any way. We simply want to ensure that the City has all of the pertinent information needed to make this critical decision. Please know that we welcome the opportunity to discuss this further with you in person in an effort to bring about a successful conclusion.

Furthermore, we understand that the evaluation committee recommendation is expected to be presented to the City Commission at the Tuesday, April 18th City Commission Meeting. As the City's Bid Protest Ordinance stipulates the City Manager response in writing within 14 days, we would like request that you provide us with written response as soon as possible to preserve our rights to protest to the City Commission as stipulated in the ordinance (Note: We must notify the City Manager within six calendar says after receipt of written response from City Manager if we plan to protest to the City Commission). Or alternatively, the recommendation to the City Commission could be delayed if you have concerns about the timing issues outlined above.

Key Reasons for Protest:

1. Gallagher's Response highlighted in our executive summary that we have unencumbered market access with no common financial ownership (unbiased counsel and no conflicts of interest) with any of the major Florida Non-Profit Insurance Trusts with the two largest Trusts being Preferred Governmental Insurance Trust (PGIT) and Florida Municipal Insurance Trust (FMIT). These Trusts provide the majority of the insurance coverages sought by municipalities like the City. We have successfully demonstrated this advantage many times in my 23 years of serving as the lead executive supporting the City of Fernandina Beach. Most recently, we highlighted in our RFP response Executive Summary, that we implemented an RFP process in 2019 that solicited proposals from both PGIT and FMIT that led to a 32% (~$280k) reduction in premium along with enhanced coverage and lower deductibles. This occurred in a market where increases were common. We also work directly with FMIT for the placement of several of the major insurance coverages for Nassau County (who was one of our references)

Issue with recommendation of Brown & Brown:

- Brown & Brown has a common financial relationship with the administrator, Public Risk Underwriters (PRU), of PGIT. PRU is a wholly owned subsidiary of Brown & Brown. This creates potential conflicts of interest especially if the City's desire is to utilize an insurance broker that can broadly access the markets. The City has historically advised they believe, and we agree, it is important to periodically create competition in the market especially with the two largest Trusts (PGIT & FMIT). It is our understanding that FMIT (administered by FL League of Cities) considers Brown & Brown a competitor and will not work directly with them . We would request the City contact Tom Conley (Account Executive) or Clay Austin (Director of Members Services) to seek their input on working directly with Brown & Brown. (Note: FMIT does not have appointed agents and they do not pay broker commissions, but this RFP is for a fee-based contract (i.e. no commissions) and thus it is extremely relevant that the City selects a broker that can work directly with FMIT when competition is required. We annually discuss with City Staff our marketing strategy and the factors that might warrant an RFP process for the major types of coverage.
    - ✓ Key sections of the RFP "Scope of Services" that would be relevant to this issue are: "obtain bids from the insurance industry and negotiate best terms and coverage for the various exposure areas"; " prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy.
        - The inability of Brown & Brown to work directly with FMIT is a major disadvantage to the City and the desired Scope of Services

We have requested the public records and scoring matrix from the evaluation committee meeting but were advised those would not be made public until the notice of intent to award is made. However, we were told the key factor in the decision was not our service or resources but the $10,000 difference in our proposed fee. We believe this factor is not nearly as material as the concerns outlined above and the potential financial implications of such.

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

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



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

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

From: 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
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3101 | mfoxworth@fbfl.org
www.fbfl.us



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public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

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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Hello Mr. Foxworth,

In accordance with the General Conditions of RFP (23-04), Section 15 (Bid Protests), please consider this as written notice of protest in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-444. We received notification on April 3, 2023 that the Evaluation Committee is recommending another insurance broker (Brown & Brown) in accordance with this RFP.

Before I state my basis for this protest, I want to first take the time to thank you for your leadership to the City in your interim role. We have the utmost respect for you and all of the City staff. Over the past twenty-three years as your broker, we have formed relationships with the City based on a foundation of mutual trust. I say all this to reiterate that this protest should not be taken as criticism of the committee in any way. We simply want to ensure that the City has all of the pertinent information needed to make this critical decision. Please know that we welcome the opportunity to discuss this further with you in person in an effort to bring about a successful conclusion.

Furthermore, we understand that the evaluation committee recommendation is expected to be presented to the City Commission at the Tuesday, April 18th City Commission Meeting. As the City's Bid Protest Ordinance stipulates the City Manager response in writing within 14 days, we would like request that you provide us with written response as soon as possible to preserve our rights to protest to the City Commission as stipulated in the ordinance (Note: We must notify the City Manager within six calendar says after receipt of written response from City Manager if we plan to protest to the City Commission). Or alternatively, the recommendation to the City Commission could be delayed if you have concerns about the timing issues outlined above.

Key Reasons for Protest:

1. Gallagher's Response highlighted in our executive summary that we have unencumbered market access with no common financial ownership (unbiased counsel and no conflicts of interest) with any of the major Florida Non-Profit Insurance Trusts with the two largest Trusts being Preferred Governmental Insurance Trust (PGIT) and Florida Municipal Insurance Trust (FMIT). These Trusts provide the majority of the insurance coverages sought by municipalities like the City. We have successfully demonstrated this advantage many times in my 23 years of serving as the lead executive supporting the City of Fernandina Beach. Most recently, we highlighted in our RFP response Executive Summary, that we implemented an RFP process in 2019 that solicited proposals from both PGIT and FMIT that led to a 32% (~$280k) reduction in premium along with enhanced coverage and lower deductibles. This occurred in a market where increases were common. We also work directly with FMIT for the placement of several of the major insurance coverages for Nassau County (who was one of our references)

Issue with recommendation of Brown & Brown:

- Brown & Brown has a common financial relationship with the administrator, Public Risk Underwriters

(PRU), of PGIT. PRU is a wholly owned subsidiary of Brown & Brown. This creates potential conflicts of interest especially if the City's desire is to utilize an insurance broker that can broadly access the markets. The City has historically advised they believe, and we agree, it is important to periodically create competition in the market especially with the two largest Trusts (PGIT & FMIT). It is our understanding that FMIT (administered by FL League of Cities) considers Brown & Brown a competitor and will not work directly with them . We would request the City contact Tom Conley (Account Executive) or Clay Austin (Director of Members Services) to seek their input on working directly with Brown & Brown. (Note: FMIT does not have appointed agents and they do not pay broker commissions, but this RFP is for a fee-based contract (i.e. no commissions) and thus it is extremely relevant that the City selects a broker that can work directly with FMIT when competition is required. We annually discuss with City Staff our marketing strategy and the factors that might warrant an RFP process for the major types of coverage.

- Key sections of the RFP "Scope of Services" that would be relevant to this issue are: "obtain bids from the insurance industry and negotiate best terms and coverage for the various exposure areas"; " prepare annual marketing strategy reports identifying anticipated market conditions and proposing a marketing strategy.
    - The inability of Brown & Brown to work directly with FMIT is a major disadvantage to the City and the desired Scope of Services

We have requested the public records and scoring matrix from the evaluation committee meeting but were advised those would not be made public until the notice of intent to award is made. However, we were told the key factor in the decision was not our service or resources but the $10,000 difference in our proposed fee. We believe this factor is not nearly as material as the concerns outlined above and the potential financial implications of such.

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

Gallagher
Insurance | Risk Management | Consulting

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M 904.753.2548
Shaun_Woleshin@ajg.com

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www.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
Area Senior Vice President

Gallagher
Insurance | Risk Management | Consulting

D 904.548.2302
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Shaun_Woleshin@ajg.com

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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
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To: Mark Foxworth <mfoxworth@fbfl.org>
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Best regards,

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

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From:	Michelle Martin
To:	Wanda Weaks; Tammi Bach; Katie Newton
Cc:	Matt Montgomery; Bill Wilson; Kyle Stoekel
Subject:	RFP (23-04) Property and Casualty Insurance Broker Services Re-Evaluation Response
Date:	Thursday, May 4, 2023 2:57:25 PM
Attachments:	image001.png image002.png RE Public Records Request.msg RFP 23-646-P-DR Risk Mgmt & Insurance Broker dr.pdf North Port RFQ Docs 2023.PDF RFP-0034-19 Insurance, City of Fort Myers.pdf RFP2023-068FN, Property and Casualty Insurance Program.pdf

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Dear RFP Evaluation Team,

Risk Management Associates, Inc. (Brown & Brown Public Sector) appreciates the opportunity to clarify information that was presented at the City's May 2, 2023 Commission Meeting, Item 6.1 Protest of Award for RFP (23-04) Property and Casualty Insurance Broker Services.

1. The basis of the protest surrounded access to one particular insurance market, the Florida Municipal Insurance Trust (FMIT). FMIT has not been recommended by the incumbent broker, nor has FMIT provided service to the City in more than 20 years.

2. In the event that the City decided to utilize FMIT, it could do so without a broker and without paying a broker fee, as FMIT operates as a direct-to-consumer insurance product and does not require nor prefer a third party to obtain access**.**

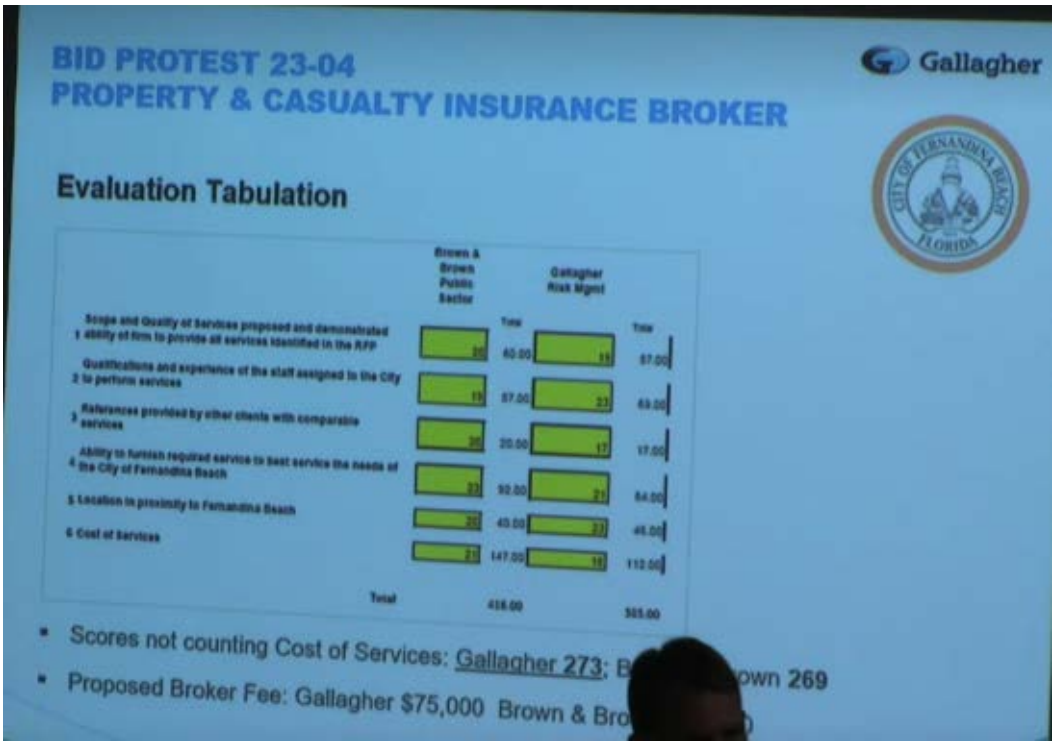
3. The City's current insurance provider, the Preferred Governmental Insurance Trust (PGIT), has provided insurance to the City for over 20 years.
    - PGIT operates under an independent Broker distribution model; the awarded broker would need to have a contract with PGIT.
    - We confirm that we have a fully active contract with PGIT.

4. Arthur J Gallagher (AJG) is operating on a "Terminated" contract with the Preferred Governmental Insurance Trust.
    - AJG's contract solely permits renewals for current clients, and does not permit solicitations or submissions for a new member. This is relevant because if the City were to move to FMIT or any other insurer under a contract with AJG, the City would no longer have access to the Preferred Governmental Insurance Trust - which has been an important partner to the City.
    - Please see attached email and additional information which was derived from a public records request to PGIT.
    - Feel free to contact the Executive Vice President operating PGIT to confirm any information: Jennifer Martin, Office 321-832-1691, jmartin@publicrisk.com

5. Our firm has full access to PGIT for both renewal and new submissions, and the City can receive a quote directly from FMIT at any time. Therefore, in terms of access to the Florida insurance

marketplace, Risk Management Associates is superior.

6. AJG presented an "Evaluation Tabulation" slide during the presentation which attempted to discredit the Evaluation Committee's scoring matrix. A responding vendor is not in a position to change the method in which a public RFP is scored, and does not have the authority or legal precedent to discredit and omit relevant evaluation criteria to manipulate a score that improves their ranking. A snip from the PowerPoint presentation that was presented to Commission is below, confirming the manipulation of the scores.



7. Public Comment was made surrounding the legitimacy of the scoring of the RFP. The scoring matrix that the City included and evaluated is in line with the industry standard within the State of Florida. Attached for your reference are excerpts from a handful of recent RFP's for insurance services from Florida Public Entities, in which the Price weight ranges from 30-35 points out of 100 points.
    - City of Ft. Myers
    - City of Palm Beach Gardens
    - Brevard Public Schools
    - City of North Port

In summary, based on the facts presented herein, we believe the City has the procedural and legal authority to uphold the original Evaluation Committee's scoring in this RFP process.

We appreciate the opportunity to prove Brown & Brown Public Sector can provide the best service and value to the City of Fernandina Beach!

(Kindly confirm receipt of this correspondence.)

Respectfully,

Michelle

Michelle Y. Martin, CIC
Sr. Vice President, Public Risk Advisor
Michelle.Martin@bbrown.com
O (386) 239-4047 | C (386) 566-3484 | F (386) 239-4049

Kyle Stoekel
ARM-P, CIC
Public Risk Advisor
License #W240715
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Daytona Beach, FL 32114
BBrown.com | **NYSE: BRO**

Brown & Brown

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PLEASE NOTE: Insurance cannot be bound, altered or cancelled via the email or voicemail system. Coverage confirmation must be communicated through a licensed Brown & Brown Representative.

When Brown & Brown has processed an add, termination or change of status on your behalf, please remember to check your carrier invoices to ensure that all requested adds, terminations & changes were processed correctly.

From: Shaun Woleshin
To: Wanda Weaks
Subject: RFP (23-04) Property and Casualty Insurance Broker Services - Bid Protest
Date: Thursday, May 4, 2023 11:25:29 AM
Attachments: image001.png

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Hello Wanda,
Please see our final correspondence relative to the Bid Protest above. Thank you.

We appreciated the opportunity to present our Bid Protest rationale to the City Commission. We believe the decision by the City Commission to send back to the Evaluation Committee for review was appropriate considering the information we have outlined and has come to light. We are confident we have laid out compelling reasons why Gallagher should remain as the City's broker. However, we did want to address several items that came up during the 5/2 City Commission meeting as relates Brown & Brown's verbal presentation.

- ✓ **Brown & Brown made reference to the FMIT issue not being material.** We strongly disagree and believe that the inability for a broker to work directly with FMIT is a significant deficiency in meeting the Scope of Services and which the City has advised is important. Any credible broker or consultant in the FL public entity marketplace would advise that for the City of Fernandina Beach, any competitive RFP process for the City's core coverages would absolutely need to include PGIT & FMIT as the two largest self-insurance pools in FL. We demonstrated our ability to solicit options from FMIT many times in the past for the City and most recently in 2019 as outlined with substantial financial benefits to the City. As this RFP is a 3-5 year contract, we reiterate it is critical that the broker have this capability as we face difficult marketplace conditions and the most challenging Property insurance marketplace that FL has ever experienced.
- ✓ **Brown & Brown referenced that the City could get quotes direct from FMIT as a solution.** This is not an effective strategy and should not be considered as a viable "workaround" in meeting the City's objectives and desire to select an insurance broker. The key issue is that FMIT confirmed they consider Brown & Brown a competitor and do not have a working relationship with Brown & Brown. This type recommendation is a feigned approach that ignores the requirement that a broker have a working relationship with all carriers as the possibility of utilizing that carrier must be considered a reality.
- ✓ **We annually meet with the City in our Strategic Review/Pre-Planning Process to gain consensus from key City staff as relates to our go-to-market strategy**. As discussed previously with the City, securing an option from FMIT isn't an annual exercise, thus assuring appropriate market response when utilized strategically. Since the 2019 RFP generated significant reductions and a 2 year rate guarantee, we gained consensus in our annual discussion (FY 21/22 and FY 22/23) with the City to focus on renewing with PGIT. However, it is critical that the City's broker have this capability when desired and needed as marketplace conditions and other factors can change rapidly. There are a variety of factors

to consider when deciding when to stimulate this competitive process and we would continue to work with the City to gain consensus on our annual strategy.

- ✓ **Brown & Brown made reference to Gallagher accounts that recently transitioned to their firm**. We deem those comments largely inappropriate and irrelevant to the RFP, not connected to our office/team, and not warranting comments beyond this note
- ✓ **City's Tenure with PGIT:** No one knows better than us about the quality of the relationship the City has had with PGIT for 20+ years as we are the broker that originally brought that solution to the City when PGIT was first created. Similar to our quality relationship with the City, this does not remove us from validation and competition. The same principles apply to the City's carrier relationships and fortunately the City gets to select the carrier they want to utilize in consultation with it's broker. We would not advocate utilizing premium as the sole determinant in selecting a carrier as there are many other significant factors to consider. Utilizing Gallagher continues to give the City the appropriate leverage in the market to create the best outcomes and having the flexibility to select carriers that the City believes will best meet it's needs.
- ✓ **Gallagher Credentials:** we did not outline to the City Commission details of Gallagher's full qualifications and our public entity expertise as those are included in our RFP response and the scoring matrix had Gallagher highest in the non-cost related category totals.

To the extent that interviews are determined appropriate, we welcome that opportunity. Otherwise, we want to thank the City again for the opportunity to remain the City's trusted broker partner.

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

Gallagher
Insurance | Risk Management | Consulting

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City of Fernandina Beach
RFP 23-04 Evaluation Committee Meeting
PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICES
May 8, 2023- 8:30 am

Committee members present: Jeremiah Glisson, Denise Matson, Carrie Norfleet, Pauline Testagrose, Dana Whicker

Others present: Michelle Martin, Brown & Brown Public Sector; Shaun Woleshin, Gallagher Risk Management Inc.

Staff members present: Interim City Manager Charles George, Purchasing Agent Wanda Weaks, Recording Secretary Katie Newton, City Attorney Tammi Bach (via phone, partial attendee)

The meeting was called to order by Mr. Glisson, acting as chair of the committee, at 8:36 am. Mr. George explained that the committee was re-convened at the direction of the City Commission after new information came forward regarding the submittals in the form of a bid protest by Gallagher. The committee is to evaluate the new information and response by Brown and Brown and decide on whether they wished to modify their recommendation.

Ms. Testagrose explained that as part of Brown and Brown's contract with PGIT, if the City wished to obtain a quote from FMIT, staff would have to do it directly. Mr. Whicker stated that that seemed to defeat the purpose of hiring a broker. Ms. Norfleet asked, based on the response provided by Brown & Brown, whether the same issue would happen with Gallagher, since the contract Harden had with PGIT was terminated when Gallagher took over. City Attorney Bach was called to determine whether the committee could ask questions of the vendor representatives present, and she responded they could.

Ms. Norfleet asked Mr. Woleshin to address her question regarding the terminated contract with PGIT. Mr. Woleshin responded that Gallagher was able to offer PGIT as an insurance carrier to existing clients. Mr. Whicker asked why new clients were unable to utilize PGIT through Gallagher and it was due to the contract termination. The question was asked whether the existing client could go back to PGIT if they left with Gallagher as the broker, and Mr. Woleshin confirmed that potentially they would not be able to return to PGIT through Gallagher.

Mr. Whicker asked if there were different options for different types of insurance. Mr. Woleshin explained that currently for the City, PGIT carries most, but there are separate policies for enterprise funds, the marina, and flood insurance.

Ms. Matson asked Ms. Martin if Brown & Brown was able to provide similar options. Ms. Martin stated they absolutely could and had specialists on staff.

Ms. Testagrose stated that the City only has a one-year contract with PGIT, and wanted to know the potential effects of not having a long-term agreement. Ms. Matson asked whether, through Gallagher, the City would be able to obtain quotes from PGIT moving forward. Mr. Woleshin responded that as an existing PGIT client, yes. Gallagher representatives meet annually with the City to review options and strategize. Ms. Martin explained that if the City changed brokers, a simple assignment process would occur.

Ms. Testagrose expressed her concern that if the City switched to Brown & Brown, there wouldn't be anything to compare. Ms. Martin stated there would. Mr. Woleshin stated that the broker would need a working relationship with the insurance carrier.

Ms. Matson reviewed her rankings from the previous meeting and stated that she still preferred Brown & Brown as her overall number one choice, due to their extensive number of public sector clients.

Mr. Glisson reminded the committee that two new members had been brought in to replace Mr. Foxworth and Ms. Bach. He asked for their evaluations.

Mr. Whicker stated that he had not filled out the formal evaluation sheet. His opinion is that he uses a broker personally because he wants options, and wants as many options as possible. If you go to different vendors on your own, you are acting as your own broker, and he believes that the City staff may not have the time, resources, and expertise to do that and negotiate the best deal. He stated that he preferred Gallagher.

Ms. Norfleet evaluated both based on their submittals and supplementary materials and considered both ranked fairly equally.

Mr. Whicker stated that the original committee had recommended Brown & Brown, which was a compelling argument.

Ms. Norfleet stated that when she worked in Finance, she worked closely with Gallagher and was pleased with Elisa's responsiveness to her questions.

Ms. Matson stated that in her previous position, she had worked with Brown & Brown and found them to be very responsive. She feels either broker would be fine in that respect, but Brown & Brown has more public sector experience.

Ms. Testagrose stated that it came down to money for her original evaluation. She thought the two were equal in most areas. She was concerned about not getting the most competitive advantage for the City, and wished she had known before ranking of the exclusive contract Brown & Brown had with PGIT. It might have changed her ranking. She also believes that Shaun and Elisa have a great working relationship with the City, and she is concerned about losing that.

Ms. Norfleet stated that in Gallagher's proposal, they state that they are willing to negotiate and whether that is a possibility. Mr. George stated it was not, and the proposals were to be taken as submitted. Ms. Testagrose stated that the cost for either vendor was less than what the City is currently paying.

Mr. Glisson asked to see the previous evaluations and stated that he thought it would be valuable to have the two new members fill out the matrix. Ms. Norfleet stated that, all other things being equal, she would rank Brown & Brown as her first choice due to price. Mr. Whicker stated he would choose Gallagher.

Mr. Glisson asked about next steps and Ms. Matson asked if it was appropriate to take a vote. Ms. Weaks replied yes, at the committee's will.

Ms. Testagrose asked if there were carrier options other than PGIT and FMIT. Mr. Woleshin responded that there is a third, smaller trust called PRM that is similar to FMIT. Ms. Martin agreed, and stated further

that the City could go to the open market for property insurance, and that Brown & Brown has access to those insurers. Both vendors agreed this will be a challenging year.

Ms. Testagrose asked about self-insurance as an option. Ms. Matson stated that a former agency she worked for was self-insured. Brown & Brown handled that, but both firms could help the City if that was an option to consider. Ms. Martin stated she appreciated staff recognizing the self-insurance option, and a transition process would be something to consider. There are costs involved. Mr. Whicker assumed that a bond or reserves would be necessary.

Mr. Glisson made a motion, seconded by Mr. Whicker, to recommend award of RFP #23-04 to Gallagher Risk Management. A roll call vote was taken, and the motion passed, 3-2, with Ms. Matson and Ms. Norfleet voting nay.

There being no further business before the committee, the meeting was adjourned at 9:05 am.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-80
Proposal Approval - Halff Associates, Inc.

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-80.

SYNOPSIS: The City received funding from the Department of Environmental Protection to complete a city-wide comprehensive vulnerability assessment and sea level impact projection (SLIP) study. A proposal was solicited from Halff Associates, Inc., an approved 2021 CCNA Civil Engineering Consultant, to perform the study. Halff Associates, Inc. provided a proposal in the amount of $82,997.00, and the City has received a grant to conduct the study.

FISCAL IMPACT: Funds are available in the City Manager Professional Services account, 0011210 53100 and the Planning and Conservation Professional Services account, 001500 53100.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-80.

Andre Desilet, Utilities Director	4/24/2023
Charles George, Interim City Manager	4/25/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Pauline Testagrose, Comptroller	5/2/2023
Charles George, Interim City Manager	5/3/2023
Tammi E. Bach, City Attorney	5/5/2023



Date: April 21, 2023

Submitted By: Kelly Gibson, Planning Deputy Director

COMMISSION ACTION: Adopt

RESOLUTION 2023-80

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A PROPOSAL FROM THE CITY'S CCNA CONSULTANT HALFF ASSOCIATES, INC. FOR A CITYWIDE VULNERABILITY ASSESSMENT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 380.093, Florida Statutes, the City of Fernandina Beach will conduct a comprehensive Vulnerability Assessment (VA) and Sea Level Impact Projection (SLIP) study; and

WHEREAS, the City solicited a proposal from Halff Associates, Inc., a CCNA Civil Engineering Consultant approved via Resolution 2021-173, to perform the Vulnerability Assessment and SLIP Study; and

WHEREAS, Halff Associates, Inc. provided a proposal in the amount of $82,997.00; and

WHEREAS, a comprehensive Vulnerability Assessment is an approved project for the FY 2022-2023 budget with funding available in the City Manager Professional Services account, 0011210 53100 and the Planning and Conservation Professional Services account, 001500 53100; and

WHERAS, the City has received a grant from the Department of Environmental Protection to complete the City's comprehensive Vulnerability Assessment and SLIP study in an amount not to exceed $82,997.00.

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 Halff Associates Inc. Task Letter and Scope of Services, attached hereto as Exhibit A, in an amount not to exceed $82,997.00, to complete a comprehensive Vulnerability Assessment and SLIP Study.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute any documents pertaining to the Halff Associates, Inc. proposal upon review and approval of the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

halff

4/20/2023

Mr. Lorelei Jacobs
City of Fernandina Beach
204 Ash Street, Fernandina Beach, FL 32034
(904) 310-3100

RE: TASK LETTER FOR PROFESSIONAL SERVICES
FERNANDINA BEACH VULNERABILITY ASSESSMENT
Half AVO: P043030.002

Dear Lorelei,

Halff Associates, Inc. is pleased to submit the following scope of work and fee in support of the City of Fernandina Beach's development of a Vulnerability Assessment. Absent a fully executed form of contract to the contrary, once approved by an authorized representative and a purchase order is issued, this Task Letter for Professional Services (the Agreement) shall, for all purposes, constitute a binding contract upon the City of Fernandina Beach (CLIENT) and Halff Associates, Inc. (CONSULTANT). In addition, once approved by an authorized representative, this Agreement shall serve as the Notice to Proceed with the work identified herein. The project description, scope of services, schedule, compensation, and contract conditions are as follows:

SCOPE OF WORK:

Task 1 – Public Outreach Meetings

The CONSULTANT will conduct at a minimum two (2) public outreach meetings during the project. The purpose of the first meeting will be to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The purpose of the second meeting will be to present the results from the vulnerability assessment to the public and subsequently refine the vulnerability assessment process based on those inputs. The CONSULTANT will conduct exercises during this meeting to encourage the public to prioritize focus areas.

The CONSULTANT will present the final vulnerability assessment to local governing boards, technical committees, and other appropriate officers and elected officials. The purpose of the final presentation will be to share the final vulnerability assessment and provide recommendations on next steps. The CONSULTANT will prepare all meeting materials, presentations, and graphics to be presented as part of these meetings.

Deliverables: The CONSULTANT will provide (1) a copy of the presentation(s) and any materials created in preparation of the meetings; and (2) a summary report including attendee inputs and meeting outcomes, to include defining focus areas recommended by the community.

Lump Sum Fee: $10,000
Timeline: TBD after Notice to Proceed.
Task 1 Due Date: 11/30/2023

Task 2 – Acquire Background Data, Perform Gap Analysis and Asset Inventory

The CONSULTANT will research and compile the data needed to perform the vulnerability assessment, based on the requirements as defined in Section 380.093, F.S. The three main categories of data will include (1) critical and regionally significant assets; (2) topographic data; and (3) flood scenario-related data.

The CONSULTANT will prepare a data request form pertaining to critical asset GIS datasets on record with the CLIENT. All available GIS datasets applicable to critical and regionally significant assets will be requested. The CONSULTANT will provide the CLIENT with an online link where GIS data can be uploaded. The CONSULTANT will prepare a GIS geodatabase to include all of the critical asset data obtained. Additionally, the CONSULTANT will review external data sources to rectify gaps in the critical asset data maintained locally.

In accordance with Section 380.093, F.S., the geodatabase will be organized based on critical asset classes. These classes will include (1) transportation assets and evacuation routes; (2) critical infrastructure assets; (3) critical community and emergency facilities; and (4) natural, cultural, and historical resources. The CONSULTANT will meet with the CLIENT to review and verify the accuracy of these data points and will develop a plan of action for addressing gaps in the geodatabase. Through a gap analysis exercise, datasets will be assessed for depth and breadth of information available to aid in the identification of publicly owned assets and critical infrastructure. The final critical asset geodatabase will feature detailed attribute tables for each inventoried critical asset. The CONSULTANT will verify that all GIS files and associated metadata adhere to the Resilient Florida Program's GIS Data Standards.

In addition to critical asset data, the CONSULTANT will obtain a Digital Elevation Model (DEM) applicable to the CLIENT's jurisdictional boundaries and will assemble an inventory of climate-related datasets made available by state and federal government sources. Flood hazard datasets will include data related to sea level rise, storm surge, tidal flooding, rainfall-induced flooding, and compound flooding. The CONSULTANT will verify that the flood hazard datasets obtained are applicable to the 2040 and 2070 planning horizons which will be subsequently evaluated; and that storm surge data used will equal to or exceed the 100-year return period (1% annual chance) flood event. The CONSULTANT will also verify that the vulnerability assessment takes into account the minimum flood hazard scenario requirements and planning horizons associated with FDEP's Sea Level Impact Projection (SLIP) requirements for state-financed construction projects within the Coastal Building Zone.

Deliverables: The CONSULTANT will provide (1) a technical report outlining the data compiled and findings of the gap analysis; (2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and (3) GIS files with

appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the CLIENT.

Lump Sum Fee: $25,000
Timeline: June – July 2023
Task 2 Due Date: 7/31/2023

Task 3 – Exposure Analysis

The CONSULTANT will perform an exposure analysis to identify the depth and spatial extent of water caused by each sea level rise, storm surge, and flood scenario. The CONSULTANT will evaluate the exposure of critical assets to tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable. All analyses will be performed in North American Vertical Datum of 1988 (NAVD88); at least two planning horizons for the years 2040 and 2070 will be evaluated; local sea level data that been interpolated between the two closest NOAA tide gauges will be factored in; and a Digital Elevation Model (DEM) which meets the defined minimum standard of 3-meter cell size will be utilized.

Once the exposure analysis is completed, flood maps will be produced to communicate outcomes from the analysis to staff and stakeholders and data tables will be utilized to quantify how many assets are exposed to different flood hazards across critical asset categories. Because of the depth and magnitude of how many critical and regionally significant will be included in the vulnerability assessment, flood risks maps will be produced for each critical asset class across all included flood scenarios. The CONSULTANT will verify that all GIS files and associated metadata utilized in the exposure analysis adhere to the Resilient Florida Program's GIS Data Standards.

Deliverables: The CONSULTANT will provide the following (1) a draft vulnerability assessment report that provides details on the mapping process, types of models utilized, and resulting tables and maps illustrating flood depths and spatial extents for each flood scenario; (2) GIS files with the results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Lump Sum Fee: $25,000
Timeline: August – October 2023
Task 3 Due Date: 10/31/2023

Task 4 – Sensitivity Analysis

The CONSULTANT will perform a sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the exposure analysis task. The CONSULTANT will evaluate the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The CONSULTANT will provide (1) a draft vulnerability assessment report that provides details on the findings of the exposure and sensitivity analyses, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and (2) an initial list of critical and regionally significant assets prioritized by area or immediate need and indication of which flood scenario(s) impact those assets.

Lump Sum Fee: $5,000
Timeline: October 2023
Task 4 Due Date: 10/31/2023

Task 5 – Identify Focus Areas

The CONSULTANT will identify focus areas based on the results of the second public outreach meeting and following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the CONSULTANT will assign focus areas to locations or assets that are particularly vulnerable and that will require the development of future adaptation strategies. The CONSULTANT will verify that all GIS files and associated metadata utilized to evaluate focus areas adhere to the Resilient Florida Program's GIS Data Standards.

Deliverables: The CONSULTANT will provide (1) a report summarizing the areas identified as focus areas, with justification for choosing each area; (2) tables listing each focus area with any critical assets that are contained inside the focus area; (3) maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and (4) GIS files and metadata illustrating the geographic boundaries of the focus areas.

Lump Sum Fee: $5,000
Timeline: November 2023
Task 5 Due Date: 11/30/2023

Task 6 – Final Vulnerability Assessment Report, Maps, and Tables

The CONSULTANT will finalize the vulnerability assessment report pursuant to the requirements contained in Section 380.093, F.S., and based on public outreach efforts. The final vulnerability assessment will include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. The CONSULTANT will include in the final report a list of critical and regionally significant assets that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. The CONSULTANT will verify that all GIS files and associated metadata utilized to inform the final vulnerability assessment adhere to the Resilient Florida Program's GIS Data Standards.

Deliverables: The CONSULTANT will provide (1) a final vulnerability assessment report to include all results and conclusions from the exposure and sensitivity analyses, including illustrations via maps and tables, based on the statutory-required scenarios and standards; (2) a final list of critical and regionally significant assets prioritized by area or immediate need; (3) all electronic mapping data used to illustrate flooding and sea level rise, to include the geospatial

data in an electronic file format and GIS metadata; and (4) a signed and completed Vulnerability Assessment Compliance Checklist Certification.

Lump Sum Fee: $10,000
Timeline: March 2023 – August 2023
Task 6 Due Date: 11/30/2023

FEE SUMMARY:

The CONSULTANT's fees for the described services are outlined in the following table. Lump Sum Fees and/or Hourly Fees do not include Reimbursable Expenses directly associated with this project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs). Reimbursable Expenses will be invoiced at their direct cost-plus fifteen percent (15%) for handling but will not exceed $2,2997.00 without prior written authorization.

CONSULTANT will prepare digitally sourced meeting materials but the CLIENT will be responsible for printing applicable meeting materials as referenced in the Scope of Work for Budget Solicitation prepared by the CLIENT. Lump Sum fees will be invoiced monthly based on the status of each task (percent complete). Hourly Services if provided upon prior approval by the CLIENT will also be invoiced monthly based on the individual salary costs times 3.45 to cover overhead and profit (salary costs include the individual's raw labor cost and fringe benefit costs).

Task #	Task	Lump Sum Fee	Due Date
1	Public Outreach Meetings	$10,000	11/30/2023
2	Background Data and Gap Analysis	$25,000	7/31/2023
3	Exposure Analysis	$25,000	10/31/2023
4	Sensitivity Analysis	$5,000	10/31/2023
5	Identify Focus Areas	$5,000	11/30/2023
6	Final Vulnerability Assessment	$10,000	11/30/2023
	TOTAL LUMP SUM FEE	$80,000	

Task #	Expenses	Expense Totals	Complete By
1	Public Outreach Travel Expenses	$1,500	11/30/2023
6	Final VA Presentation Travel Expenses	$1,497	11/30/2023
	REIMBURSABLES	$2,997	

This Scope of Work constitutes our understanding of the required Professional Services and our relationship under this project, and may only be modified in writing, signed by both parties. All other terms and conditions contained in our original Agreement To Furnish Professional Services To The City of Fernandina Beach, Florida Continuing Contract signed by the Parties or

dated November 16, 2021, and any/all amendments relating thereto and executed by the Parties since the said date will remain in effect.

Upon a Notice to Proceed, the CONSULTANT will coordinate with the CLIENT to facilitate a kickoff meeting and develop a final schedule for project meetings, public meetings and workshops, and other associated project milestones.

Halff can begin work immediately upon Notice to Proceed from the CLIENT.

Sincerely,

Michael A Coffey Digitally signed by Michael A Coffey
DN: CN=Michael A Coffey, dnQualifier=A01410C000001883C915C9C0004A109, O=HALFF ASSOCIATES INC., C=US
Date: 2023.04.20 15:48:13-04'00'

Michael A. Coffey, Ph.D., P.E., LEED AP
Continuing Contract Manager
mcoffey@halff.com

Sean D. Lahav, MPA
Senior Resilience Planner, Project Manager
slahav@halff.com

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22PLN15

ATTACHMENT 3

PROJECT TITLE: Fernandina Beach Comprehensive Vulnerability and Resiliency Master Plan

PROJECT LOCATION: The Project is located in City of Fernandina Beach within Nassau County, Florida.

PROJECT DESCRIPTION:
The Fernandina Beach Comprehensive Vulnerability and Resiliency Master Plan (Project) will conduct a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes, for the City of Fernandina Beach. Once completed, Project documents will be the planning tool that sets standards to prioritize and construct City resiliency projects. The Project includes outreach and a comprehensive VA.

TASKS AND DELIVERABLES: *[Maintain the appropriate tasks and deliverables for the project. Input the number for each task. Example language is provided; revise description and deliverables as needed. Highlight changes to template language for subsequent reviewer awareness.]*

Task 1: Public Outreach Meetings

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

At a subsequent meeting, the Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Grantee may hold additional public outreach meetings, as necessary, to provide guidance and feedback at critical decision points throughout the project process.

Deliverables: The Grantee will provide the following for each meeting: 1) meeting agendas to include location, date, and time of meeting; 2) meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff); 3) a copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable; 4) a copy of the file or weblink of the video or audio recording from the meeting, if applicable; and 5) a summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 2: Acquire Background Data, Perform Gap Analysis and Asset Inventory

Description: The Grantee will research and compile the data needed to perform the Vulnerability Assessment (VA), based on the requirements as defined in Section 380.093, Florida Statute (F.S.). Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset types as defined in s. 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following: 1) a technical report to outline the data compiled and findings of the gap analysis; 2) a summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and 3) GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in s. 380.093(2)(a) 1-4, F.S.

Task 3: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and 2) GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 4: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Exposure Analysis Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset type and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following: 1) a draft Vulnerability Assessment report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutory-required scenarios and standards; and 2) an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 5: Identify Focus Areas

Description: The Grantee will identify focus areas based on the results of the second public outreach meeting and following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) a report summarizing the areas identified as focus areas, with justification for choosing each area; 2) tables listing each focus area with any critical assets that are contained inside the focus area; 3) maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and 4) GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 6: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the Vulnerability Assessment (VA) report pursuant to the requirements in s. 380.093, F.S. and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following: 1) Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutory-required scenarios and standards in s. 380.093, F.S.; 2) a final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.; 3) all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include

the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly OR monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.~~**CONSEQUENCES FOR NON-PERFORMANCE:** The Department will reduce each Task Funding Amount by five percent (5%) for every day that the task deliverable(s) are not received on the specified due date listed in the Agreement's most recent Project Timeline. Should a Change Order or Amendment be requested on the date of or after the most current task due date, the five percent (5%) reduction of that Task Funding Amount will be imposed until the date of the requested change is received via email by the Department.~~

~~**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than quarterly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.~~

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date

Commented [JJD1]: Since your application indicated multiple budget categories for each task, you will need to use these following tables to specify the budget breakdown for each task. Thank you.

Commented [JJD2]: These are just sample amounts. Please re-allocate as needed.

1	Public Outreach Meetings	**Contractual Services**	$ ~~12,000~~11500	$ 0	$ 11500	7/1/2021	~~3/31~~11/15/~~20~~2023
2	Acquire Background Data	***Select Category***	$ ~~12,000~~2500	$ 0	$ 25000	7/1/2021	~~3/31~~05/30/~~20~~2023
3	Exposure Analysis	***Select Category***	$ ~~12,000~~2500	$ 0	$ 25000	7/1/2021	~~3/31~~8/15/~~20~~2023
4	Sensitivity Analysis	***Select Category***	$ ~~12,000~~5000	~~$ 0~~	~~$ 5000~~	7/1/2021	~~3/31~~08/15/~~20~~2023
5	Identify Focus Areas	***Select Category***	$ ~~12,000~~5000	~~$ 0~~	~~$ 5000~~	7/1/2021	~~3/31~~9/30/~~20~~2023
6	Final Vulnerability Assessment Report, Maps, and Tables	***Select Category***	$ ~~22,997~~1497	~~$ 0~~	~~$ 11497~~	7/1/2021	~~3/31~~0/31/~~20~~2023
		Total:	$ 82,997	$ 0	$ 82997		

PROJECT TIMELINE: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear. *Task due dates should be set to three (3) or six (6) months prior to the Agreement expiration/end date.*

Task No.	Task Title	Task Start Date	Task Due Date
1	Public Outreach Meetings	***7/1/2021***	***11/15/20233/31/2024***
2	Acquire Background Data	***7/1/2021***	***3/31/202405/30/2023***
3	Exposure Analysis	***7/1/2021***	3/31/202408/15/2023
4	Sensitivity Analysis***Enter Task Title***	***7/1/2021***	3/31/202408/15/2023
5	Identify Focus Areas	***7/1/2021***	3/31/202409/30/2023
6	Final Vulnerability Assessment Report, Maps, and Tables	***7/1/2021***	3/31/202410/31/2023

Commented [JJD3]: These default task dates are used in order to give grantees maximum flexibility for submitting project deliverables.

BUDGET DETAIL: *[Include the budget category or categories for each task and input the total respective funding amount. Delete non-applicable categories, the Total for Task, and Local Amount if not needed.]*

Task No.	Task Title	Budget Category	DEP Amount	Local Amount
1	Public Outreach Meetings	Contractual Services	$ 10000	$ 0
		Miscellaneous/Other Expenses	$ 1500	$ 0
		Salary	$ *Insert $ amount*	$ 0
		Fringe Benefits	$ *Insert $ amount*	$ 0
		Equipment	N/A	$ 0
		Total for Task:	**$ 11500**	**$ 0**
2	Acquire Background Data	Contractual Services	$ 25000	$ 0
		Miscellaneous/Other Expenses	$ *Insert $ amount*	$ 0
		Salary	$ *Insert $ amount*	$ 0
		Fringe Benefits	$ *Insert $ amount*	$ 0
		Equipment	N/A	$ 0
		Total for Task:	**$ 25000**	**$ 0**
3	Exposure Analysis	Contractual Services	$ 25000	$ 0
		Miscellaneous/Other Expenses	$ *Insert $ amount*	$ 0
		Salary	$ *Insert $ amount*	$ 0
		Fringe Benefits	$ *Insert $ amount*	$ 0
		Equipment	N/A	$ 0
		Total for Task:	**$ 25000**	**$ 0**
4	Sensitivity Analysis	Contractual Services	$ 5000	$ 0
		Miscellaneous/Other Expenses	$ *Insert $ amount*	$ 0
		Salary	$ *Insert $ amount*	$ 0
		Fringe Benefits	$ *Insert $ amount*	$ 0
		Equipment	N/A	$ 0
		Total for Task:	**$ 5000**	**$ 0**
5	Identify Focus Area	Contractual Services	$ 5000	$ 0
		Miscellaneous/Other Expenses	$ *Insert $ amount*	$ 0
		Salary	$ *Insert $ amount*	$ 0
		Fringe Benefits	$ *Insert $ amount*	$ 0
		Equipment	N/A	$ 0
		Total for Task:	**$ 5000**	**$ 0**
6	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$ 10000	$ 0
		Miscellaneous/Other Expenses	$ 1,497	$ 0
		Salary	$ *Insert $ amount*	$ 0
		Fringe Benefits	$ *Insert $ amount*	$ 0
		Equipment	N/A	$ 0
		Total for Task:	**$ 11497**	**$ 0**
		Project Total:	**$ 82,997**	**$ 0**
		Percentage Match:	**% 100**	**% 0**

SALARY AND FRINGE BENEFITS BY TASK: Cost-reimbursable funding or hourly match and fringe rate(s) by position may not exceed those indicated below. Upon submission of each payment request, the Grantee certifies that the hours and fringe rates submitted are accurate and allowable costs for the Grant

Agreement. Upon request by the Department's Grant Manager, additional documentation of hours worked will be provided. *[Example rates provided, revise as needed. Include all possible position titles that may be used for the task(s). May list fixed hourly rate and fringe rate. Optional: use Maximum Hourly Rate and Maximum Fringe Rate (%) in the table header below if the rates will be variable for the position title, as long as they can charge at or below those rates and provide information upon request.]*

[OPTIONAL SALARY/FRINGE BENEFITS: If the "For Actual Costs" option is selected in Attachment 2, Grantee must remove the Fringe Rate column in the table below and then use the following statement:] Cost-reimbursable funding or hourly match rate(s) by position may not exceed those indicated below. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Budget Detail by task table.

Task No.	Position Title	Hourly Rate	Fringe Rate (%)
1	Engineer III	$68.60	22.4
	Environmental Specialist I	$50.48	22.4
	Associate Environmental Specialist	$56.80	30.0
	Engineering Technician I	$48.58	30.0
2	Engineer III	$68.60	22.4
	Environmental Specialist I	$50.48	22.4
	Associate Environmental Specialist	$56.80	30.0
	Engineering Technician I	$48.58	30.0
3	Engineer III	$68.60	22.4
	Environmental Specialist I	$50.48	22.4
	Associate Environmental Specialist	$56.80	30.0
	Engineering Technician I	$48.58	30.0
4	Engineer III	$68.60	22.4
	Environmental Specialist I	$50.48	22.4
	Associate Environmental Specialist	$56.80	30.0
	Engineering Technician I	$48.58	30.0

Commented [JJD4]: These are only here for an example. Please delete, and insert positions as applicable

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22PLN15

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the Fernandina Beach Comprehensive Vulnerability and Resiliency Master Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22PLN15

Project Title: Fernandina Beach Comprehensive Vulnerability and Resiliency Master Plan

Grantee: City of Fernandina Beach

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section

287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

28. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.

d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.

f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This

Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

HOUSE OF REPRESENTATIVES STAFF ANALYSIS

BILL #: CS/HB 111 Flooding and Sea Level Rise Vulnerability Studies
SPONSOR(S): Agriculture, Conservation & Resiliency Subcommittee, Hunschofsky
TIED BILLS: **IDEN./SIM. BILLS:** SB 1170

REFERENCE	ACTION	ANALYST	STAFF DIRECTOR or BUDGET/POLICY CHIEF
1) Agriculture, Conservation & Resiliency Subcommittee	17 Y, 0 N, As CS	Mamontoff	Moore
2) Agriculture & Natural Resources Appropriations Subcommittee	14 Y, 0 N	Byrd	Pigott
3) Infrastructure Strategies Committee	22 Y, 0 N	Mamontoff	Harrington

SUMMARY ANALYSIS

Sea level rise is an observed increase in the average local sea level or global sea level trend. With 1,350 miles of coastline and relatively low elevations, Florida is particularly vulnerable to coastal flooding, and analysts estimate that Florida could lose more than $300 billion in property value by 2100 due to sea level rise and flooding.

The Department of Environmental Protection (DEP) regulates coastal construction to protect Florida's beaches and dunes from imprudent construction that can jeopardize the stability of the beach-dune system, accelerate erosion, provide inadequate protection to upland structures, endanger adjacent properties, or interfere with public beach access. DEP also implements the Resilient Florida Grant Program, which provides grants to local governments to fund community resilience planning and vulnerability assessments.

In 2020, the Legislature passed Senate Bill 178 (ch. 2020-119, Laws of Florida) which prohibited a public entity from commencing construction of certain state-funded coastal structures unless the entity has conducted a sea level impact projection (SLIP) study to assess risks to the structure. Chapter 2020-119, Laws of Florida, directed DEP to adopt rules to develop a standard by which public entities must conduct the SLIP study and specified requirements.

The bill expands the requirement for public entities to conduct a SLIP study before commencing construction of certain state-financed coastal structures to apply the requirement to certain structures that are within any area that is at risk due to sea level rise, not just areas within the coastal building zone. The structures subject to this requirement are any "potentially at-risk structures or infrastructure," which include certain critical assets or historical or cultural assets that are within an area at risk due to sea level rise.

The bill expands the Resilient Florida Grant Program to provide funding to:

- Municipalities and counties for feasibility studies and permitting costs for nature-based solutions that reduce the impact of flooding and sea level rise; and
- Water management districts to support local government adaptation planning.

The bill may have an indeterminate negative fiscal impact on state government, DEP, and local governments.

FULL ANALYSIS

I. SUBSTANTIVE ANALYSIS

A. EFFECT OF PROPOSED CHANGES:

Background

Sea Level Rise and Coastal Flooding

Sea level rise (SLR), is an observed increase in the average local sea level or global sea level trend.[1] The two major causes of SLR are thermal expansion caused by the warming of the oceans and the loss of land-based ice due to melting.[2] Since 1880, the average global SLR has risen approximately eight to nine inches, and the rate of global SLR has been accelerating.[3] The National Oceanic and Atmospheric Administration (NOAA) utilizes tide gauges to measure changes in sea level and provides data on local SLR trends.[4] An analysis of this data shows that some low-lying areas in the southeastern United States experience higher local rates of SLR than the global average.[5]

With 1,350 miles of coastline and relatively low elevations, Florida is particularly vulnerable to coastal flooding.[6] Florida's coastal communities are regularly experiencing high-tide flooding events because SLR increases the height of high tides.[7] Analysts estimate that Florida could lose more than $300 billion in property value by 2100 due to SLR and flooding.[8] As sea levels and groundwater levels rise and extreme rainfall events occur, low areas drain more slowly, resulting in overwhelmed stormwater infrastructure and an increased frequency and magnitude of coastal and lowland flood events.[9] Sunny-day flooding, nuisance flooding, and king tide flooding are examples of these events.[10]

State, Regional, and Local Programs

There are many state, regional, and local programs and policies in place that address issues relating to SLR and coastal flooding. The Office of Resilience and Coastal Protection within the Department of Environmental Protection (DEP) implements numerous programs related to SLR and coastal issues, including the Resilient Florida Program, the Florida Resilient Coastlines Program, the Coastal Construction Control Line Program, and the Beach Management Funding Assistance Program.[11] Through the Resilient Florida Program and the Florida Resilient Coastlines Program, DEP provides technical assistance and funding to communities at risk due to flooding and SLR for vulnerability assessments and adaptation projects aimed at reducing such risks.[12]

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[1] Florida Department of Environmental Protection (DEP), *Florida Adaptation Planning Guidebook: Glossary* [hereinafter "DEP Guidebook"] (2018), available at https://floridadep.gov/sites/default/files/AdaptationPlanningGuidebook.pdf (last visited Feb. 2, 2023).

[2] National Aeronautics and Space Administration (NASA), *Facts: Sea Level,* available at https://climate.nasa.gov/vital-signs/sea-level/ (last visited Feb. 2, 2023).

[3] U.S. Global Change Research Program, *Fourth National Climate Assessment* [hereinafter "NCA4"] (2018), 757, available at https://nca2018.globalchange.gov/downloads/NCA4_2018_FullReport.pdf (last visited Feb. 2, 2023).

[4] NOAA, *What is a Tide Gauge?*, available at https://oceanservice.noaa.gov/facts/tide-gauge.html (last visited Feb. 2, 2023); NOAA, Tides and Currents, *Sea Level Trends*, available at https://tidesandcurrents.noaa.gov/sltrends/ (last visited Feb. 2, 2023).

[5] NCA4 at 757.

[6] Florida Division of Emergency Management, *Enhanced State Hazard Mitigation Plan, State of Florida* [hereinafter "SHMP"] (2018), 107-108, 162, available at https://www.floridadisaster.org/globalassets/dem/mitigation/mitigate-fl--shmp/shmp-2018-full_final_approved.6.11.2018.pdf (last visited Feb. 2, 2023). This measurement of Florida's coastline increases to over 8,000 miles when considering the intricacies of Florida's coastline, including bays, inlets, and waterways.

[7] SHMP at 108, 101; NOAA, *High-Tide Flooding*, available at https://toolkit.climate.gov/topics/coastal-flood-risk/shallow-coastal-flooding-nuisance-flooding (last visited Feb. 2, 2023).

[8] NCA4 at 758.

[9] SHMP at 106; NCA4 at 763.

[10] NOAA, *High Tide Flooding*, https://coast.noaa.gov/states/fast-facts/recurrent-tidal-flooding.html (last visited March 3, 2023).

[11] DEP, *Beaches: About Us*, available at https://floridadep.gov/rcp/beaches (last visited Feb. 2, 2023).

[12] See s. 380.093, F.S.; DEP, *Florida Resilient Coastlines Program*, available at https://floridadep.gov/rcp/florida-resilient-coastlines-program (last visited Feb. 2, 2023).

Regionally, many local communities have collaborated together to address impacts from flooding, SLR, and climate change.[13] For example, Broward, Miami-Dade, Monroe, and Palm Beach Counties formed the Southeast Florida Regional Climate Change Compact (Compact). The Compact's work has included developing a Regional Climate Action Plan and developing a Unified Sea Level Rise Projection.[14] Many local governments in southeast Florida have since incorporated the Compact's projections into their planning documents.[15]

Florida's local governments in coastal areas are required to have a coastal management element in their comprehensive plans, known as a Peril of Flood Ordinance, that uses principles to reduce flood risk and eliminate unsafe development in coastal areas.[16] In certain coastal areas, local governments are authorized to establish an "adaptation action area" designation in their comprehensive plan to develop policies and funding priorities that improve coastal resilience and plan for SLR.[17]

Office of Resilience and Coastal Protection

In January 2019, the Governor issued Executive Order 19-12, creating the Office of Resilience and Coastal Protection to help prepare Florida's coastal communities and habitats for impacts from SLR by providing funding, technical assistance, and coordination among state, regional, and local entities.[18] In August 2019, the Governor appointed Florida's first Chief Resilience Officer, who reports to the Executive Office of the Governor and collaborates with state agencies, local communities, and stakeholders to prepare for the impacts of SLR and climate change.[19]

Coastal Construction

DEP regulates coastal construction to protect Florida's beaches and dunes from imprudent construction that can jeopardize the stability of the beach-dune system, accelerate erosion, provide inadequate protection to upland structures, endanger adjacent properties, or interfere with public beach access.[20] Coastal construction is defined as any work or activity likely to have a material physical effect on existing coastal conditions or natural shore and inlet processes.[21] Florida's coastal local governments may also establish coastal construction zoning and building codes in lieu of the statutory requirements as long as they are approved by DEP.[22]

The coastal construction control line (CCCL) defines the portion of the beach-dune system that is subject to severe fluctuations caused by 100-year storm surge, storm waves, or other forces such as wind, wave, or water level changes. A 100-year storm is a shore-incident hurricane or any other storm with accompanying wind, wave, and storm surge intensity that has a one percent chance of being equaled or exceeded in any given year.[23] Seaward of the CCCL, new construction and improvements

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[13] Regional Climate Leadership Summit, Southeast Florida Regional Climate Change Compact (2010), available at http://southeastfloridaclimatecompact.org/wp-content/uploads/2014/09/compact.pdf (last visited Jan. 21, 2022); SFRCCC, What is the Compact?, available at http://southeastfloridaclimatecompact.org/about-us/what-is-the-compact/ (last visited Jan. 21, 2022).

[14] SFRCCC, Regional Climate Action Plan, available at http://southeastfloridaclimatecompact.org/regional-climate-action-plan/ (last visited Feb. 2, 2023).

[15] SFRCCC, ST-1: Incorporate Projections into Plans, available at http://southeastfloridaclimatecompact.org/recommendations/incorporate-projections-into-plans/ (last visited Feb. 2, 2023).

[16] Sections 380.24, 163.3177(6)(g), and 163.3178(2)(f), F.S.; see ch. 2015-69, Laws of Fla.

[17] Sections 163.3177(6)(g)10. and 163.3164(1), F.S.; see ch. 2011-139, Laws of Fla.

[18] Office of the Governor, Executive Order Number 19-12, 5 (2019), available at https://www.flgov.com/wpcontent/uploads/2019/01/EO-19-12-.pdf (last visited Feb. 2, 2023).

[19] Governor Ron DeSantis, News Releases: *Governor Ron DeSantis Announces Dr. Julia Nesheiwat as Florida's First Chief Resilience Officer* (Aug. 1, 2019), available at https://flgov.com/2019/08/01/governor-ron-desantis-announces-dr-julia-nesheiwat-asfloridas-first-chief-resilience-officer/ (last visited Feb. 2, 2023).

[20] Section 161.053(1)(a), F.S.

[21] Section 161.021(6), F.S.

[22] Section 161.053(3), F.S.

[23] Section 161.053, F.S.; r. 62B-33.005(1), F.A.C.; DEP, *The Homeowner's Guide to the Coastal Construction Control Line Program* (2017), 3, available at https://floridadep.gov/sites/default/files/Homeowner%27s%20Guide%20to%20the%20CCCL%20Program%206_2012%20%28002%29_0.pdf (last visited Feb. 15, 2023); Rule 62B-33.002(41), F.A.C.

to existing structures generally require a CCCL permit from DEP.[24] Due to the potential environmental impacts and greater risk of hazards from wind and flood, the standards for construction seaward of the CCCL are often more stringent than those that apply to the rest of the coastal building zone.[25] Permit applicants must show that the proposed project will not result in a significant adverse impact.[26] CCCLs are set by DEP on a countywide basis and are currently established for the majority of Florida's coast.[27]

The "mean high-water line" is the point on the shore that marks the average height of the high waters over a 19-year period.[28] The mean high-water line is generally the boundary between the publicly owned shore (the land alternately covered and uncovered by the tide) and the dry sand above the line, which may be privately owned.[29] Generally, construction is prohibited within 50 feet of the mean high-water line, known as the 50-foot setback.[30] Any structures below the mean high-water line that are determined by DEP to serve no public purpose; to endanger human life, health, or welfare; or to be undesirable or unnecessary must be adjusted, altered, or removed.[31]

Above the mean high-water line is the "seasonal high-water line," which accounts for variations in the local mean high water, such as spring tides that occur twice per month.[32] The seasonal high-water line is used to create 30-year erosion projections of long-term shoreline recession based on historical measurements.[33] DEP makes 30-year erosion projections of the location of the seasonal high-water line on a site-specific basis upon receipt of a CCCL permit application.[34] With certain exceptions, DEP and local governments may not issue CCCL permits for the construction of major structures that are seaward of the 30-year erosion projection.[35]

The Coastal Zone and Protection Act

The Legislature enacted the Coastal Zone Protection Act of 1985 (act) to minimize the impacts that activities or construction near the coast have on Florida's coastal areas.[36] The act imposes strict construction standards in Florida's coastal areas to protect the natural environment, private property, and life.[37] The act applies to activities and construction within the coastal building zone, an area stretching landward from the seasonal high-water line to a line 1,500 feet landward form the CCCL.[38]

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[24] Section 161.053, F.S.; chs. 62B-33 and 62B-34, F.A.C.; DEP, *The Homeowner's Guide to the Coastal Construction Control Line Program* (2017), 3, available at https://floridadep.gov/sites/default/files/Homeowner%27s%20Guide%20to%20the%20CCCL%20Program%206_2012%20%28002%29_0.pdf (last visited March 1, 2023); DEP, ASK - Have Questions about the Coastal Construction Control Line (CCCL)?, available at https://floridadep.gov/water/coastal-construction-control-line/content/ask-have-questions-about-coastal-construction (last visited March 1, 2023).

[25] Chapter 62B-33, F.A.C.

[26] Rule 62B-33.005, F.A.C

[27] Section 161.053(2), F.S.; DEP Geospatial Open Data, Coastal Construction Control Lines (CCCL), http://geodata.dep.state.fl.us/datasets/4674ee6d93894168933e99aa2f14b923_2?geometry=-102.41%2C25.011%2C-60.596%2C31.77 (last visited March 1, 2023).

[28] Section 177.27(14) and (15), F.S.

[29] Section 177.28, F.S.; ss. 161.052(1), 161.151(3), 161.161(3)-(5), and 161.191, F.S. Where an "erosion control line" is established, it serves as the mean high-water line when it is landward of the existing mean high-water line, and all lands seaward of a recorded erosion control line are deemed to be vested in the state.

[30] Rule 62B-33.002(17), F.A.C.

[31] Section 161.061, F.S.

[32] Section 161.053(5)(a)2., F.S., defines "seasonal high-water line" to mean the line formed by the intersection of the rising shore and the elevation of 150 percent of the local mean tidal range above local mean high water; NOAA, *What Are Spring and Neap Tides?*, available at https://oceanservice.noaa.gov/facts/springtide.html (last visited March 1, 2023).

[33] Rules 62B-33.024, F.A.C.

[34] *Id*.

[35] Section 161.053(5), F.S.; DEP, The Homeowner's Guide to the Coastal Construction Control Line Program (2017), 6, available at https://floridadep.gov/sites/default/files/Homeowner%27s%20Guide%20to%20the%20CCCL%20Program%206_2012%20%28002% 29_0.pdf (last visited March 12, 2023).

[36] Sections 161.52-161.58, F.S.

[37] Section 161.53(1), (4), and (5), F.S.

[38] Section 161.54(1), F.S.; s. 161.55(4), F.S. On coastal barrier islands, the coastal building zone stretches 5,000 feet landward from the CCCL.

The act generally requires construction to be located a sufficient distance landward of the beach to allow natural shoreline fluctuations and preserve dune stability.[39] Nonhabitable major structures[40] and minor structures[41] must be designed to produce the minimum adverse impact on the beach and dune system.[42] Minor structures must be designed to produce the minimum adverse impact to adjacent properties and reduce the potential for water- or wind-blown material.[43]

At or prior to the time that a contract is executed for the sale of real property located partially or totally seaward of the CCCL, the seller must give a prospective purchaser a written disclosure statement that states the property may be subject to coastal erosion and to federal, state, and local regulations that govern coastal property.[44] The disclosure statement must indicate that additional information can be obtained from DEP on whether significant erosion conditions are associated with the shoreline of the property being purchased.

Chapter 2020-119, Laws of Florida

In 2020, the Legislature passed Senate Bill 178 (ch. 2020-119, Laws of Florida) which prohibited a public entity[45] from commencing construction of a state-funded coastal structure[46] unless the entity had conducted a sea level impact projection (SLIP) study, submitted the study to DEP, and received notification from DEP that the study was received and has been published on DEP's website for at least 30 days.[47]

The bill directed DEP to adopt rules to develop a standard by which public entities must conduct the SLIP study and specified that the SLIP study requirement would take effect one year after the rule became effective.[48] DEP adopted rules in accordance with the bill that became effective July 1, 2021. The SLIP study requirement took effect July 1, 2022.[49]

The bill specified that the standard adopted by DEP rule must require the public entity to:

- Use a systematic, interdisciplinary, and scientifically accepted approach in the natural sciences and construction design in conducting the SLIP study;
- Assess the flooding, inundation, and wave action damage risks relating to the coastal structure over its expected life or 50 years, whichever is less; and

[39] Section 161.55(3), F.S. The act makes exceptions for certain structures such as piers, beach access ramps, or shore protection structures.

[40] Section 161.54(6)(a), F.S., defines "major structure" to mean houses, mobile homes, apartment buildings, condominiums, motels, hotels, restaurants, towers, other types of residential, commercial, or public buildings, and other construction having the potential for substantial impact on coastal zones. Section 161.54(6)(c), F.S., defines "nonhabitable major structure" to mean swimming pools; parking garages; pipelines; piers; canals, lakes, ditches, drainage structures, and other water retention structures; water and sewage treatment plants; electrical power plants, and all related structures or facilities, transmission lines, distribution lines, transformer pads, vaults, and substations; roads, bridges, streets, and highways; and underground storage tanks.

[41] Section 161.54(6)(b), F.S., defines "minor structure" to mean pile-supported, elevated dune and beach walkover structures; beach access ramps and walkways; stairways; pile-supported, elevated viewing platforms, gazebos, and boardwalks; lifeguard support stands; public and private bathhouses; sidewalks, driveways, parking areas, shuffleboard courts, tennis courts, handball courts, racquetball courts, and other uncovered paved areas; earth retaining walls; and sand fences, privacy fences, ornamental walls , ornamental garden structures, aviaries, and other ornamental construction.

[42] Sections 161.55(1) and 161.55(2), F.S.

[43] Section 161.55(1), F.S.

[44] Section 161.57(2), F.S.

[45] Section 161.551(1)(b), F.S., defines the term "public entity" to mean the state or any of its political subdivisions, or any municipality, county, agency, special district, authority, or other public body corporate of the state that is demonstrated to perform a public function or to serve a governmental purpose that could properly be performed or served by an appropriate governmental unit.

[46] Section 161.551(1)(a), F.S., defines the term "coastal structure" to mean a major structure or nonhabitable major structure within the coastal building zone

[47] Chapter 2020-119, Laws of Fla.

[48] Section 161.551(3), F.S.

[49] Rule 62S-7.011(1), Fla. Admin. Code

- Provide alternatives for the coastal structure's design and siting, and how such alternatives would impact certain public safety and environmental risks as well as the risk and cost associated with maintaining, repairing, and constructing the coastal structure.

The bill specifically required the risk assessment conducted by the public entity to:

- Take into account potential relative local SLR and increased storm risk during the expected life of the coastal structure or 50 years, which is less, and, to the extent possible, account for the contribution of SLR versus land subsidence to the relative local SLR;
- Provide scientific and engineering evidence of the risk to the coastal structure and methods used to mitigate, adapt to, or reduce the risk;
- Use and consider available scientific research and generally accepted industry practices;
- Provide the mean average annual chance of substantial flood damage over the expected life of the coastal structure or 50 years, whichever is less; and
- Analyze potential public safety and environmental impacts resulting from damage to the coastal structure, including leakage of pollutants, electrocution and explosion hazards, and hazards resulting from floating or flying structural debris.

The bill specified that the public entity is solely responsible for ensuring that the SLIP study submitted to DEP for publication meets these requirements and required DEP to publish and maintain a copy of all SLIP studies for at least 10 years after receipt. The bill required DEP to redact any information exempt from public records requirements before publishing the study.

In addition, the bill specified that if multiple coastal structures are to be built concurrently within one project, a public entity may conduct and submit one SLIP study for the entire project.

If a public entity commences construction of a coastal structure but has not conducted a SLIP study, the bill authorized DEP to institute a civil action to seek injunctive relief to cease further construction of the coastal structure or enforce compliance or, if the coastal structure has been completed or substantially completed, to seek recovery of all or a portion of the state funds expended on the coastal structure.

Lastly, the bill specified that the failure to implement what is contained in the SLIP study does not create a cause of action for damages or otherwise authorize the imposition of penalties by a public entity.

Resilient Florida Program

Established within DEP in 2021, The Resilient Florida Program (Program) enhances efforts to protect Florida's inland waterways, coastlines, and shores, which serve as invaluable natural defenses against SLR.[50] The Program includes a selection of grants that are available to counties, municipalities, water management districts, flood control districts and regional resilience entities.[51] To effectively address the impacts of flooding and SLR that the state faces, eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation. The Resilient Florida Program creates grant funding opportunities under the Resilient Florida Grant Program and the Statewide Flooding and Sea Level Rise Resilience Plan.[52]

Resilient Florida Grant Program

Under the Resilient Florida Grant Program, subject to appropriation, DEP may provide grants to a county or municipality to fund[53]:

- Costs of community resilience planning and necessary data collection for such planning, including comprehensive plan amendments and necessary corresponding analyses that address Peril of Flood requirements;
- Vulnerability assessments that identify or address risks of inland or coastal flooding and SLR;[54]

[50] DEP, *Resilient Florida Program*, https://floridadep.gov/ResilientFlorida (last visited March 2, 2023).
[51] DEP, *Resilient Florida Grants*, https://floridadep.gov/Resilient-Florida-Program/Grants (last visited March 2, 2023).
[52] Sections 380.093(3) and 380.093(5), F.S.
[53] Section 380.093(3), F.S.

- The development of projects, plans, and policies that allow communities to prepare for threats from flooding and SRL; and
- Preconstruction activities for projects to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan that are located in a municipality that has a population of 10,000 or fewer or a county that has a population of 50,000 or fewer.

The Florida Flood Hub

In 2021, the Legislature established The Florida Flood Hub for Applied Research and Innovation (Flood Hub) within the University of South Florida (USF) College of Marine Science to bridge the gap between scientists, policymakers, practitioners, and the public to help communities mitigate and adapt to flooding risks.[55] The Flood Hub is required to organize existing data needs, establish community-based programs to improve flood monitoring, and develop opportunities to partner with other flood and SLR research and innovation leaders.[56] The Flood Hub must also submit an annual comprehensive report to the Governor, the President of the Senate, and the Speaker of the House of Representatives that outlines its clearly defined goals, efforts, and progress.[57]

Effect of the Bill

The bill expands the Resilient Florida Grant Program to provide funding to:

- Municipalities and counties for feasibility studies and permitting costs for nature-based solutions that reduce the impact of flooding and SLR.
- Water management districts to support local government adaptation planning, which may be conducted by the water management district or by a third party on behalf of the water management district. These grants must be used for the express purpose of supporting the Flood Hub and DEP through data creation and collection, modeling, and the implementation of statewide standards. Priority must be given to filling critical data gaps identified by the Flood Hub.

The bill expands the requirement for public entities to conduct a SLIP study before commencing construction of certain state-financed coastal structures to apply the requirement to certain structures that are within any area that is at risk due to SLR, not just areas within the coastal building zone. The structures that are subject to this requirement are any "potentially at-risk structures or infrastructure," which are defined as any of the following when within an area at risk due to SLR:

- A critical asset as defined in s. 380.093(2)(a)1.-3, F.S.[58]
- A historical or cultural asset.

The bill defines an "area at risk due to sea level rise" as any location that is projected to be below the threshold for tidal flooding within the next 50 years by adding SLR using the highest of two local SLR scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high SLR projections.

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[54] Sections 380.093(3)(b)(2) and 380.093(3)(c), F.S.

[55] Section 380.0933, F.S.; USF College of Marine Science, *Florida Flood Hub for Applied Research and Innovation*, https://www.usf.edu/marine-science/research/florida-flood-hub-for-applied-research-and-innovation/ (last visited March 2, 2023).

[56] Section 380.0933(2), F.S.

[57] Section 380.0933(5), F.S.

[58] Section 380.093(2)(a)1.-3., F.S., defines the term "critical asset" to include:

1. Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.

2. Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.

3. Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.

The bill requires the SLIP study standard risk assessment to provide an estimated probability of significant flood damage to the structure or infrastructure, to provide a list of flood mitigation strategies evaluated as part of the design of the structure or infrastructure, and to identify appropriate flood mitigation strategies for consideration as part of the structure or infrastructure design.

The bill defines "significant flood damage" to mean flood, erosion, inundation, or wave action damage resulting from a discrete or compound natural hazard event, such as a flood or tropical weather system, where such damage exceeds:

- 25 percent of the replacement cost of the structure or infrastructure at the time of the event; or
- A defined threshold established by DEP by rule, in coordination with the Department of Transportation and water management districts, for a potentially at-risk structure or infrastructure where replacement cost is not an appropriate metric, such as roadways. The threshold must be established by July 1, 2024.

The bill specifies that the SLIP study requirements must apply beginning July 1, 2024.

The bill sunsets s. 161.551, F.S., which requires SLIP studies for state financed structures within the coastal building zone, as these structures will be subject to the new SLIP study requirements created in the bill.

B. SECTION DIRECTORY:

Section 1. Amends s. 380.093, F.S., relating to the Resilient Florida Grant Program.

Section 2. Creates s. 380.0937, F.S., relating to public financing of construction projects within areas at risk due to SLR.

Section 3. Amends s. 161.551, F.S., relating to public financing of construction projects within the coastal building zone.

Section 4. Provides an effective date of July 1, 2023.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

None.

2. Expenditures:

The bill may have an indeterminate negative fiscal impact on state government in the short-term because the bill requires governmental entities to conduct a SLIP study prior to construction of at-risk structures. However, the SLIP study will identify risks that could potentially avoid damage and loss of structures that were constructed using state funds, so the bill may result in an indeterminate positive fiscal impact to state government in the long-term.

The bill may have an indeterminate negative fiscal impact on DEP because it requires DEP to conduct rulemaking, update the SLIP Study Tool, and maintain copies of each SLIP study on its website for at least 10 years; however, these costs can be absorbed within DEP's existing resources.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

None.

2. Expenditures:

The bill may have an indeterminate negative fiscal impact on local governments because the bill requires governmental entities to conduct a SLIP study prior to construction of certain structures. However, the SLIP study will identify risks that could potentially avoid fiscal damage and loss of those structures, so the bill may result in an indeterminate positive fiscal impact to local governments in the long-term.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

None.

D. FISCAL COMMENTS:

None.

III. COMMENTS

A. CONSTITUTIONAL ISSUES:

1. Applicability of Municipality/County Mandates Provision:

The county/municipality mandates provision of Art. VII, section 18, of the Florida Constitution may apply because this bill requires counties and municipalities that use state funds to build a structure in an area at risk of sea level rise to conduct a SLIP study before commencing construction. However, an exemption may apply if the bill results in an insignificant fiscal impact to county or municipal governments.

2. Other:

None.

B. RULE-MAKING AUTHORITY:

The bill would require DEP to revise its rules regarding SLIP studies for state funded structures.

C. DRAFTING ISSUES OR OTHER COMMENTS:

None.

IV. AMENDMENTS/COMMITTEE SUBSTITUTE CHANGES

On March 15, 2023, the Agriculture, Conservation & Resiliency Subcommittee adopted a proposed committee substitute (PCS) and reported the bill favorably as a committee substitute. The PCS expanded the Resilient Florida Grant Program to provide funding to:

- Municipalities and counties for feasibility studies and permitting costs for nature-based solutions that reduce the impact of flooding and sea level rise; and
- Water management districts to support local government adaptation planning.

This analysis is drafted to the committee substitute as approved by the Agriculture, Conservation & Resiliency Subcommittee.

A bill to be entitled

An act relating to flooding and sea level rise vulnerability studies; amending s. 380.093, F.S.; revising the purposes for which the Department of Environmental Protection may provide grants under the Resilient Florida Grant Program to counties or municipalities; authorizing the department to provide such grants to water management districts for a specified purpose; requiring such grants to be prioritized; creating s. 380.0937, F.S.; providing definitions; requiring state-financed constructors to take specified actions before commencing construction of potentially at-risk structures or infrastructure beginning on a specified date; requiring the department to develop a specified sea level impact projection study standard by rule; authorizing the department to bring civil actions, seek injunctive relief, recover certain funds, and enforce specified requirements; providing construction; requiring the department to publish sea level impact projection studies on its website, subject to certain conditions, and adopt rules; amending s. 161.551, F.S.; providing for future repeal of requirements for the construction of certain structures in the coastal building zone; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Paragraph (b) of subsection (3) of section 380.093, Florida Statutes, is amended to read:

380.093 Resilient Florida Grant Program; comprehensive statewide flood vulnerability and sea level rise data set and assessment; Statewide Flooding and Sea Level Rise Resilience Plan; regional resilience entities.—

(3) RESILIENT FLORIDA GRANT PROGRAM.—

(b) Subject to appropriation, the department may provide grants to each of the following entities:

1. A county or municipality to fund:

a.~~1.~~ The costs of community resilience planning and necessary data collection for such planning, including comprehensive plan amendments and necessary corresponding analyses that address the requirements of s. 163.3178(2)(f).

b.~~2.~~ Vulnerability assessments that identify or address risks of inland or coastal flooding and sea level rise.

c.~~3.~~ The development of projects, plans, and policies that allow communities to prepare for threats from flooding and sea level rise.

d.~~4.~~ Preconstruction activities for projects to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan that are located in a municipality that has

a population of 10,000 or fewer or a county that has a population of 50,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research's website.

e. Feasibility studies and the cost of permitting for nature-based solutions that reduce the impact of flooding and sea level rise.

2. A water management district identified in s. 373.069 to support local government adaptation planning, which may be conducted by the water management district or by a third party on behalf of the water management district. Such grants must be used for the express purpose of supporting the Florida Flood Hub for Applied Research and Innovation and the department in implementing this section through data creation and collection, modeling, and the implementation of statewide standards. Priority must be given to filling critical data gaps identified by the Florida Flood Hub for Applied Research and Innovation under s. 380.0933(2)(a).

Section 2. Section 380.0937, Florida Statutes, is created to read:

380.0937 Public financing of construction projects within areas at risk due to sea level rise.—

(1) As used in this section, the term:

(a) "Area at risk due to sea level rise" means any location that is projected to be below the threshold for tidal

flooding within the next 50 years by adding sea level rise using the highest of the sea level rise projections required by s. 380.093(3)(d)3.b. For purposes of this paragraph, the threshold for tidal flooding is 2 feet above mean higher high water.

(b) "Department" means the Department of Environmental Protection.

(c) "Potentially at-risk structure or infrastructure" means any of the following when within an area at risk due to sea level rise:

1. A critical asset as defined in s. 380.093(2)(a)1.-3.

2. A historical or cultural asset.

(d) "Public entity" means the state or any of its political subdivisions, or any municipality, county, agency, special district, authority, or other public body corporate of the state which is demonstrated to perform a public function or to serve a governmental purpose that could properly be performed or served by an appropriate governmental unit.

(e) "Significant flood damage" means flood, erosion, inundation, or wave action damage resulting from a discrete or compound natural hazard event, such as a flood or tropical weather system, where such damage exceeds:

1. Twenty-five percent of the replacement cost of the potentially at-risk structure or infrastructure at the time of the event; or

2. A defined threshold established by the department by

rule, in coordination with the Department of Transportation and water management districts, for a potentially at-risk structure or infrastructure for which replacement cost is not an appropriate metric, such as roadways. The threshold must be established by July 1, 2024.

(f) "SLIP study" means a sea level impact projection study as established by the department pursuant to subsection (3).

(g) "State-financed constructor" means a public entity that commissions or manages a construction project using funds appropriated from the state.

(2) Beginning July 1, 2024, a state-financed constructor may not commence construction of a potentially at-risk structure or infrastructure without:

(a) Conducting a SLIP study that meets the requirements established by the department;

(b) Submitting the study to the department; and

(c) Receiving notification from the department that the study was received and that it has been published on the department's website pursuant to paragraph (6)(a) for at least 30 days. The state-financed constructor is solely responsible for ensuring that the study submitted to the department for publication meets the requirements of subsection (3).

(3) The department shall develop by rule a standard by which a state-financed constructor must conduct a SLIP study and may require that a professional engineer sign off on the study.

The rule applies only to projects not yet commenced as of the date the rule is finalized. The rule may not apply retroactively to projects that commenced before the date the rule is finalized. At a minimum, the standard must require that a state-financed constructor do all of the following:

(a) Use a systematic, interdisciplinary, and scientifically accepted approach in the natural sciences and construction design in conducting the study.

(b) Assess the flooding, inundation, and wave action damage risks relating to the potentially at-risk structure or infrastructure over its expected life or 50 years, whichever is less.

1. The assessment must take into account potential relative local sea-level rise and increased storm risk during the expected life of the potentially at-risk structure or infrastructure or 50 years, whichever is less, and, to the extent possible, account for the construction of sea-level rise versus land subsidence to the relative local sea-level rise.

2. The assessment must provide scientific and engineering evidence of the risk to the potentially at-risk structure or infrastructure and methods used to mitigate, adapt to, or reduce this risk.

3. The assessment must use and consider available scientific research and generally accepted industry practices.

4. The assessment must provide an estimated probability of

significant flood damage to the potentially at-risk structure or infrastructure over the expected life of the structure or infrastructure or 50 years, whichever is less.

5. The assessment must analyze potential public safety and environmental impacts resulting from damage to the potentially at-risk structure or infrastructure, including, but not limited to, leakage of pollutants, electrocution and explosion hazards, and hazards resulting from floating or flying structural debris.

(c) Provide alternatives for the design and siting of the potentially at-risk structure or infrastructure and analyze how such alternatives would impact the risks specified in subparagraph (b)5. as well as the risk and cost associated with maintaining, repairing, and constructing the potentially at-risk structure or infrastructure.

(d) Provide a list of flood mitigation strategies evaluated as part of the design of the potentially at-risk structure or infrastructure and identify appropriate flood mitigation strategies for consideration as part of the potentially at-risk structure or infrastructure design.

If multiple potentially at-risk structures or infrastructure are to be built concurrently within one project, a state-financed constructor may conduct and submit one SLIP study for the entire project for publication by the department.

(4) If a state-financed constructor commences construction

of a potentially at-risk structure or infrastructure but has not complied with the SLIP study requirement under subsection (2), the department may bring a civil action in a court of competent jurisdiction to:

(a) Seek injunctive relief to cease further construction of the potentially at-risk structure or infrastructure or to enforce compliance with this section or with rules adopted by the department pursuant to this section.

(b) If the potentially at-risk structure or infrastructure has been completed or has been substantially completed, seek recovery of all or a portion of state funds expended on the potentially at-risk structure or infrastructure.

(5) This section does not create a cause of action for damages or otherwise authorize the imposition of penalties by a public entity for failure to implement what is contained in the SLIP study.

(6) The department:

(a) Shall publish and maintain a copy of each SLIP study submitted pursuant to this section on its website for at least 10 years after the date the department receives the study. However, any portion of a study containing information that is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution must be redacted by the department before publication.

(b) Shall adopt rules as necessary to administer this

section.

(c) May enforce the requirements of this section.

Section 3. Subsection (8) is added to section 161.551, Florida Statutes, to read:

161.551 Public financing of construction projects within the coastal building zone.—

(8) This section is repealed July 1, 2024.

Section 4. This act shall take effect July 1, 2023.

AGREEMENT TO FURNISH PROFESSIONAL SERVICES TO THE

CITY OF FERNANDINA BEACH, FLORIDA

CONTINUING CONTRACT

This AGREEMENT made on the 16th day of November, 2021 between the **City of Fernandina Beach**, a municipal corporation whose address at 204 Ash Street, Fernandina Beach, Florida 32034 ("CITY") and the consultant, **HALFF Associates, Inc.** whose address is 7807 Baymeadows Rd East, Suite 200, Jacksonville, FL 32256, ("CONSULTANT").

For the consideration hereinafter set forth, **HALFF Associates, Inc.** hereinafter referred to as the CONSULTANT, agrees to provide professional services to the City of Fernandina Beach, as follows:

ARTICLE 1 - SCOPE OF SERVICES

The parties hereto agree that under this Agreement, the CONSULTANT will provide professional services of a specified nature as described in Exhibit "A" - Scope of Services, attached hereto and incorporated as if fully set forth herein, when and if the City of Fernandina Beach requests the CONSULTANT to provide such services.

ARTICLE 2 - TERM OF AGREEMENT (CONTINUING CONTRACT)

The CITY enters into this AGREEMENT in accordance with all the procedures of the Consultants' Competitive Negotiation Act, Sec. 287.055, Fla. Stats. ("CCNA"). The CITY issued Request for Qualifications 21-01 on June 25, 2021. The CITY qualified the CONSULTANT using an evaluation committee process. The CONSULTANT understands and agrees that this AGREEMENT is defined as a "continuing contract" under the CCNA and is non-exclusive. A "continuing contract" under CCNA is for professional services provided to the CITY for projects in which the estimated construction cost of each individual project under the contract does not exceed $4 Million or for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000. This AGREEMENT provides a termination clause in subsection 4(M) below.

A. Fees

As consideration for providing the services enumerated in Article I, the City of Fernandina Beach shall pay the CONSULTANT fees as defined in the purchase or task order. The CONSULTANT's fees shall be based on one of the following as requested by the City of Fernandina Beach and as determined in each purchase or task order:

1. Lump Sum Method - Wherein the City of Fernandina Beach shall pay the CONSULTANT an agreed upon lump sum amount, which includes all of the CONSULTANT's Direct Salary, Overhead Costs, Direct Expenses, Sub-contractors, and Profit.

2. Standard Hourly Rate Method (Time and Material Not to Exceed) - Wherein the City of Fernandina Beach shall pay the CONSULTANT the agreed upon hourly rates for time actually engaged on the work covered by this agreement.

3. Other methods of payment as agreed to by both parties and as described in the purchase or task order.

B. Direct Project Expenses

Charges for printing, reproduction, field equipment, and any laboratory analysis performed by the CONSULTANT, and the use of the CONSULTANT's and employee's automobiles will be charged in accordance with the CONSULTANT's standard rates as determined in each purchase or task order.

C. Status Report

The CONSULTANT shall complete and submit a technical summary and budgetary status report with each invoice (format to be provided by City). In no case shall the CONSULTANT bill the City of Fernandina Beach for more than one hundred (100) percent of the previously agreed upon purchase order or task order fee, unless authorized by the City of Fernandina Beach in writing.

D. Standard Hourly-Rate--Definition

The CONSULTANT's standard hourly and overtime rates shall be provided to the City of Fernandina Beach if required for future purchase or task orders. The CONSULTANT's hourly rates will be negotiated for each individual task order, and will be applicable through the duration of the task or purchase order.

ARTICLE 3 - TERMS OF PAYMENT

A. Monthly Invoices

The CONSULTANT shall submit invoices once each month to the City of Fernandina Beach for the services performed and the expenses and other charges accounted for under this agreement during the preceding month. Separate invoices shall be submitted for each task order or purchase order. Payment as prescribed in Article 2 for services rendered by the CONSULTANT during the previous billing period shall be processed in accordance with the Florida Prompt Payment Act, Section 218.70, Florida Statutes.

B. Payment of Expenses

Payments on account of expenses shall be made monthly upon presentation of the statement of expenses incurred. Documentation supporting the reimbursable expenses must be attached to the statement. The documentation may include, but is not limited to, copies of invoices and log sheets. The City Manager or his designee shall make a final determination as to whether documentation is sufficient to process invoices for payment.

C. Sales Tax

The CONSULTANT shall pay all applicable sales taxes; or the City of Fernandina Beach shall provide to the CONSULTANT the tax exemption information, where appropriate.

ARTICLE 4 - TERMS OF PERFORMANCE

It is further mutually agreed by the parties hereto that:

A. Starting Work

The CONSULTANT will not begin work on any of the services listed in Article I and Exhibit "A" until issuance of a Notice to Proceed by the City.

B. Information Provided by Owner

The City of Fernandina Beach shall make available to the CONSULTANT all technical data in the City of Fernandina Beach's possession, including previous plans, studies, analytical data, maps, surveys, borings, and

other information required by the CONSULTANT. The City shall not be liable for the accuracy of information supplied to the CONSULTANT.

C. Cost Estimating

The estimates of project or construction cost for any task(s) provided for herein are to be prepared by the CONSULTANT through exercise of their experience and judgment in applying presently available cost data, but it is recognized that the CONSULTANT has no control over the cost of labor and materials or over competitive bidding procedures and market conditions, so that the CONSULTANT cannot warrant that the project or construction costs will not vary from the CONSULTANT's cost estimates.

D. Suspension of Work

If any services covered by this agreement to be carried out by the CONSULTANT shall be suspended, abated, or abandoned at the direction of the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall pay the CONSULTANT for services actually rendered for such suspended, abated, or abandoned work, and any reasonable additional documented costs incurred in an orderly closing of its activities, with the payment to be based on the fees as established in this agreement.

E. Adjustment for Extended Services

Unless otherwise provided in a task order or purchase order issued under this agreement, if the services covered under this agreement have not been completed upon the expiration of a twelve (12) month period from the date of execution of any purchase order or task order, the CONSULTANT may, upon, written notice, request a renegotiation for the fee compensation for services rendered to allow for changes in the cost of service.

F. Services in Connection with Claims and Litigation

The scope and extent of services to be provided under a purchase order or task order does not include personnel time of the CONSULTANT or time of personnel working under subagreements and related expenses required or requested to support, document, bring, defend, or assist in litigation and/or claims undertaken by or defended by the City of Fernandina Beach. All such services required or requested of the CONSULTANT shall be considered additional services entitling the CONSULTANT to additional compensation under this agreement. The amount of such additional compensation shall be set forth in a separate task order as reviewed and approved by the City. The CONSULTANT shall be entitled to such additional compensation until and unless there is a finding by a court of competent jurisdiction that the CONSULTANT is liable for damages to the City of Fernandina Beach for the acts giving rise to and requiring the requested services and expenses.

G. Ownership of Documents

If applicable, the drawings, specifications, reports, calculations, supporting documents, or other work products which are listed as deliverables in a purchase order or task order shall become the property of the City of Fernandina Beach upon delivery. The CONSULTANT may keep copies or samples thereof and shall have the right to use such drawings, specifications, calculations, supporting documents, or other documents. The City of Fernandina Beach Accepts sole responsibility for the City's reuse of any such documents in a manner other than as initially intended, or for any use of incomplete documents unless prior written approval is obtained from the CONSULTANT.

H. Account Records

The CONSULTANT's accounting records, insofar as they pertain to invoicing the City of Fernandina Beach or to disbursements made from the CONSULTANT's account for work under this agreement, shall be open to City of Fernandina Beach's inspection and audit at the CONSULTANT's office upon reasonable prior notice and during normal business hours. Backup documentation for out-of-pocket expenses exceeding Twenty-Five and

00/100 Dollars ($25.00) each shall be available at the CONSULTANT's office. These records will be retained by the CONSULTANT for three (3) years after the calendar year in which the services to which they pertain were rendered or the disbursements were made.

I. Force Majeure

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

J. Approval of Changes

The City of Fernandina Beach must approve in writing any changes in the scope, specifications, or other conditions under which the services specified or referred to herein are to be performed which result in additional costs or expenses to the City of Fernandina Beach or which would change the purpose of the purchase or task order. Changes include, but are not limited to: issuing additional instructions, requesting additional work, direct omission of work previously ordered, or changes in time of performance.

K. Authorized Representative

Before starting work the CONSULTANT shall designate an authorized representative acceptable to the City of Fernandina Beach to represent and act for the CONSULTANT and shall inform the City of Fernandina Beach in writing of the name and address of such representative together with a clear definition of the scope of their authority. The CONSULTANT shall keep the City of Fernandina Beach informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the City of Fernandina Beach shall be binding upon the CONSULTANT and City of Fernandina Beach. The authorized representative of the City of Fernandina Beach shall be the City Manager or his designee.

L. Construction Phase Services (if applicable)

Visits to construction sites and observations made by the CONSULTANT as part of construction phase services authorized by purchase order or task order, if any, shall not relieve the construction contractor(s) of obligation to conduct comprehensive inspections of the work sufficient to insure conformance with the intent of the contract documents, and shall not relieve the construction contractor(s) of full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto. Safety precautions administered by the CONSULTANT shall meet or exceed those policies enacted by the City.

If on-site Resident Project Representative (RPR) services are provided by the CONSULTANT pursuant to a purchase order or task order issued hereunder, such RPR shall endeavor to make reasonable efforts to guard the City of Fernandina Beach against defects and deficiencies in the work of the contractor(s) and to help determine if the provisions of the contract documents prepared by the CONSULTANT are being fulfilled. The obligations of the RPR shall be set forth in the purchase order or task order which authorizes RPR services. Construction phase services by the CONSULTANT will not, however, cause the CONSULTANT to be responsible for those duties and responsibilities which belong to the construction contractor(s) and which include, but are not limited to, the obligations set forth above. This paragraph does not, however, release the CONSULTANT from any liability which might be attributable to negligent acts, errors, or omissions, including but not limited to design, construction phase services, or other work efforts as defined in the Scope of Services. The City of Fernandina Beach reserves the right to request replacement of any RPR personnel furnished by the CONSULTANT.

M. Termination

The City of Fernandina Beach or the CONSULTANT may terminate, suspend, or delay this agreement for any reason by giving at least thirty (30) days written notice to the other party of their intent to terminate, suspend, or delay. In the event the agreement is terminated, suspended or delayed by the City of Fernandina Beach for reasons unrelated to the quality of work provided by the CONSULTANT, the City of Fernandina Beach shall forthwith pay the CONSULTANT in full for all work previously authorized and actually performed prior to the Notice of Termination, Suspension or Delay. This payment shall be the sole financial obligation or responsibility of the City of Fernandina Beach for compensation hereunder in the event of termination, suspension or delay in accordance with the provisions of this paragraph. This agreement shall continue in effect until a Notice of Termination, Suspension or Delay is given by either party as set forth above. Upon termination, suspension or delay, at the City of Fernandina Beach's request, the CONSULTANT shall turn over to the City of Fernandina Beach all work products and deliverables completed or partially completed up to the date of termination, suspension or delay, including but not limited to, subcontractor work products, reports, surveys, drawings, model results, and specifications. The City of Fernandina Beach shall have full rights to use all such work products and deliverables for any project, and in any manner, in the sole discretion of the City. The City of Fernandina Beach accepts sole responsibility for the use of the above-referenced work products and deliverables unless prior written approval is obtained from the CONSULTANT.

ARTICLE 5 - ADDITIONAL COSTS

The parties agree that any additional costs for work or services to be provided under a purchase or task order issued pursuant to this agreement, or pursuant to any other method or manner utilized by the parties for determining the cost of services or work to be provided by the CONSULTANT, must be approved in writing by the City of Fernandina Beach. If such additional costs are not authorized by the City of Fernandina Beach in writing, no payment for such additional costs shall be made.

SubCONSULTANTs

Charges for the services of outside CONSULTANTs and specialists (hereinafter called SUBCONSULTANTS) are as follows:

1. Labor Services - The labor services of approved SubCONSULTANTs, whose expertise is required within the scope of the CONSULTANT's work, will be invoiced in accordance with the executed task or purchase order.

2. Out of Scope Expertise - The services of approved SubCONSULTANTs, including but not limited to construction managers, engineers and architects, whose expertise is outside the scope of the CONSULTANT's work and/or who are retained by the CONSULTANT as a convenience to the City of Fernandina Beach, will be charged at the cost of such services to the CONSULTANT plus an administrative handling fee, as negotiated with, and agreed to, by the City of Fernandina Beach.

3. Approval - The use of any SubCONSULTANT, professional service or specialist referenced in Paragraphs 1 and 2 above must be approved by the City of Fernandina Beach in writing before such SubCONSULTANTs or specialists may be retained by the CONSULTANT.

ARTICLE 6 - CITY OF FERNANDINA BEACH'S RESPONSIBILITIES

A. Criteria

Provide all criteria and full information concerning the City of Fernandina Beach's requirements of the purchase order or task order, including objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which the City of Fernandina Beach will require to be included in the drawings and specifications.

B. Available Information

Assist the CONSULTANT by placing at their disposal all pertinent available information including previous reports and data relevant to the CONSULTANT's services.

C. Service of Others

Furnish to the CONSULTANT, as required for performance of the CONSULTANT's services, those services identified as City responsibilities in the Scope of Services.

D. Examine Work of the CONSULTANT

Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor, and other CONSULTANTs as City of Fernandina Beach deems appropriate for such examination, and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.

E. Approvals and Permits

Unless otherwise provided in a purchase or task order, furnish approvals and permits from all governmental authorities having jurisdiction over the project(s) and such approvals and consents from others as may be necessary for completion of the project(s).

F. Costs

Bear all costs incidental to compliance with the requirements of this Article.

ARTICLE 12 INSURANCE AND INDEMNIFICATION

A. Indemnification

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

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. CONSULTANT expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

B. CONSULTANT's Status as an Independent Contractor

That status of the CONSULTANT under this agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the City of Fernandina Beach and the CONSULTANT, nor shall the CONSULTANT be an agent of the City of Fernandina Beach.

C. Waiver of Subrogation

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

The City of Fernandina Beach and the CONSULTANT waive all rights against each other for loss or damage to any equipment used in connection with performance under this agreement and covered by any property insurance. The CONSULTANT shall require similar waivers from all subCONSULTANTs and their subcontractors and suppliers.

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

D. CONSULTANT's Insurance

The CONSULTANT shall not commence any work in connection with this agreement until he has obtained all of the following types of insurance and such insurance has been approved by the City of Fernandina Beach, and has named the City of Fernandina Beach as an additional insured, except for Worker's Compensation Coverage and Professional Liability, nor shall the CONSULTANT allow any SubCONSULTANT to commence work under this agreement until all similar insurance required of the SubCONSULTANT has been so obtained.

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

The CONSULTANT's insurance, and the insurance of any other party bound to the CONSULTANT shall be considered primary for the additional insureds stated above. The City of Fernandina Beach's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

E. Loss Deductible

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

F. SubCONSULTANT's Insurance

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

G. Certificate of Insurance

The City of Fernandina Beach shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;

- Statement that the insurer will endeavor to mail notice to the City of Fernandina Beach and will mail a copy to the CONSULTANT at least thirty (30) days prior to any cancellation, or non-renewal of the policy, a 10-day notice applies in the event of cancellation due to non-payment of premium;
- Certificate of Insurance shall be in the form as approved by the City of Fernandina Beach and such Certificate shall clearly state all the coverage required in this Article;
- If requested by the City of Fernandina Beach, the CONSULTANT and all subcontractors/subCONSULTANTs shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the City of Fernandina Beach or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of the CONSULTANT's obligations to fulfill the requirements of this Article.

H. Workers' Compensation Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all their employees connected with work under this agreement, and in the event any work is subcontracted, the CONSULTANT shall require the SubCONSULTANT similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Fernandina Beach in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, the CONSULTANT shall provide adequate insurance, satisfactory to the City of Fernandina Beach, for the protection of employees not otherwise protected.

I. Liability Insurance

The CONSULTANT shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
  – Minimum Coverage is $1,000,000 per occurrence
  – Coverage shall include premises, operations, products, completed operations, independent contractors, Insured Contracts coverage, broad form property damage coverage, personal injury and bodily injury.
  – If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.
- Commercial Automobile Liability:
  – Minimum Coverage is $1,000,000 per occurrence
  – Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

J. Professional Liability Insurance

During the term of this agreement and if specifically requested by City, the CONSULTANT will carry Errors and Omission insurance which will cover liability for negligent acts, errors or omissions, caused by the CONSULTANT. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate. The City of Fernandina Beach may require a higher limit as mutually agreed with the CONSULTANT for specific task orders.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The City of Fernandina Beach and CONSULTANT each binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this agreement and to the partners, successors, executors, administrators, and assignees of such other party in respect to all covenants of this agreement. Neither the City of Fernandina Beach nor the CONSULTANT shall assign, sublet, or transfer any interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any elected official, officer, employee or agent of the City of Fernandina Beach, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City of Fernandina Beach and CONSULTANT.

ARTICLE 9 - REMEDIES

A. Claims, Counter-Claims, Disputes, Etc.

All claims, counter-claims, disputes, and other matters in questions between the CONSULTANT and the City of Fernandina Beach will be first reviewed by authorized representatives of both parties for a recommended solution. If no solution or resolution is forthcoming, such disputes will be decided by a court of competent jurisdiction convened in the State of Florida.

B. Governing Laws

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

C: Venue

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submits itself to the exclusive jurisdiction of the Fourth Judicial Circuit Court, in and for Nassau County, Florida, and the jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any party hereto is brought in an inconvenient forum, or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

D. Attorney's Fees and Costs

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

ARTICLE 10 - NONEXCLUSIVE AGREEMENT

This Agreement is not intended to be and shall not be construed as an exclusive contract, and the City of Fernandina Beach may employ additional or other professional consulting firms to perform work contemplated by this agreement without liability to the City of Fernandina Beach.

ARTICLE 11 - CLOSING

A. Validity, Severability and Reformation

The validity, interpretation, construction, and effect of this agreement shall be in accordance with and be governed by the laws of the State of Florida. Any provision or part of this agreement held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

B. Headings

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

C. Entire Agreement

This agreement, including the exhibits hereto, constitutes the entire agreement between the parties hereto and supersedes any prior negotiations, representations, agreements, and understandings, either written or oral.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and date first above written:

CITY OF FERNANDINA BEACH, FLORIDA,
a municipal corporation

Dale L. Martin, City Manager

Approved as to Form and Legality:

Tammi Bach, City Attorney

Caroline Best, City Clerk

HALFF ASSOCIATES, INC.
CONSULTANT

By.:

Michael A. Coffey, PhD, PE

Title: Team Leader

WITNESS:

Name: Tyler Keppel, E.I.

Sign:

Select Year: 2022 Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

Title XXVIII NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE | Chapter 380 LAND AND WATER MANAGEMENT | View Entire Chapter

380.093 Resilient Florida Grant Program; comprehensive statewide flood vulnerability and sea level rise data set and assessment; Statewide Flooding and Sea Level Rise Resilience Plan; regional resilience entities.—

(1) LEGISLATIVE INTENT.—

(a) The Legislature recognizes that the state is particularly vulnerable to adverse impacts from flooding resulting from increases in frequency and duration of rainfall events, storm surge from more frequent and severe weather systems, and sea level rise. Such adverse impacts pose economic, social, environmental, and public health and safety challenges to the state. To most effectively address these challenges, funding should be allocated in a manner that prioritizes addressing the most significant risks.

(b) The Legislature further recognizes that the adverse impacts of flooding and sea level rise affect coastal and inland communities all across the state. Consequently, a coordinated approach is necessary to maximize the benefit of efforts to address such impacts and to improve the state's resilience to flooding and sea level rise.

(c) The Legislature further recognizes that to effectively and efficiently address and prepare for the adverse impacts of flooding and sea level rise in the state, it is necessary to conduct a comprehensive statewide assessment of the specific risks posed to the state by flooding and sea level rise and develop a statewide coordinated approach to addressing such risks.

(2) DEFINITIONS.—As used in this section, the term:

(a) "Critical asset" includes:

1. Transportation assets and evacuation routes, including airports, bridges, bus terminals, ports, major roadways, marinas, rail facilities, and railroad bridges.

2. Critical infrastructure, including wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.

3. Critical community and emergency facilities, including schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.

4. Natural, cultural, and historical resources, including conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

(b) "Department" means the Department of Environmental Protection.

(c) "Preconstruction activities" means activities associated with a project that occur before construction begins, including, but not limited to, design of the project, permitting for the project, surveys and data collection, site development, solicitation, public hearings, local code or comprehensive plan amendments, establishing local funding sources, and easement acquisition.

(d) "Regionally significant assets" means critical assets that support the needs of communities spanning multiple geopolitical jurisdictions, including, but not limited to, water resource facilities, regional medical centers, emergency operations centers, regional utilities, major transportation hubs and corridors, airports, and seaports.

(3) RESILIENT FLORIDA GRANT PROGRAM.—

(a) The Resilient Florida Grant Program is established within the department.

(b) Subject to appropriation, the department may provide grants to a county or municipality to fund:

1. The costs of community resilience planning and necessary data collection for such planning, including comprehensive plan amendments and necessary corresponding analyses that address the requirements of s. 163.3178(2)(f).

2. Vulnerability assessments that identify or address risks of inland or coastal flooding and sea level rise.

3. The development of projects, plans, and policies that allow communities to prepare for threats from flooding and sea level rise.

4. Preconstruction activities for projects to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan that are located in a municipality that has a population of 10,000 or fewer or a county that has a population of 50,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research's website.

(c) A vulnerability assessment conducted pursuant to paragraph (b) must encompass the entire county or municipality; include all critical assets owned or maintained by the grant applicant; and use the most recent publicly available Digital Elevation Model and generally accepted analysis and modeling techniques. An assessment may encompass a smaller geographic area or include only a portion of the critical assets owned or maintained by the grant applicant with appropriate rationale and upon approval by the department. Locally collected elevation data may also be included as part of the assessment as long as it is submitted to the department pursuant to this paragraph.

1. The assessment must include an analysis of the vulnerability of and risks to critical assets, including regionally significant assets, owned or managed by the county or municipality.

2. Upon completion of a vulnerability assessment, the county or municipality shall submit to the department the following:

a. A report detailing the findings of the assessment.

b. All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment. When submitting such data, the county or municipality shall include:

(I) Geospatial data in an electronic file format suitable for input to the department's mapping tool.

(II) Geographic information system data that has been projected into the appropriate Florida State Plane Coordinate System and that is suitable for the department's mapping tool. The county or municipality must also submit metadata using standards prescribed by the department.

c. A list of critical assets, including regionally significant assets, that are impacted by flooding and sea level rise.

(d) A vulnerability assessment conducted pursuant to paragraph (b) must include all of the following:

1. Peril of flood comprehensive plan amendments that address the requirements of s. 163.3178(2)(f), if the county or municipality is subject to such requirements and has not complied with such requirements as determined by the Department of Economic Opportunity.

2. If applicable, the depth of:

a. Tidal flooding, including future high tide flooding, which must use thresholds published and provided by the department. To the extent practicable, the analysis should also geographically display the number of tidal flood days expected for each scenario and planning horizon.

b. Current and future storm surge flooding using publicly available National Oceanic and Atmospheric Administration or Federal Emergency Management Agency storm surge data. The initial storm surge event used must equal or exceed the current 100-year flood event. Higher frequency storm events may be analyzed to understand the exposure of a critical asset.

c. To the extent practicable, rainfall-induced flooding using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. Future boundary conditions should be modified to consider sea level rise and high tide conditions. Vulnerability assessments for rainfall-induced flooding must include the depth of rainfall-induced flooding for a 100-year storm and a 500-year storm, as defined by the applicable water management district or, if necessary, the appropriate federal agency. Future rainfall conditions should be used, if available. Noncoastal communities must perform a rainfall-induced flooding assessment.

d. To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding.

3. The following scenarios and standards:

a. All analyses in the North American Vertical Datum of 1988.

b. At least two local sea level rise scenarios, which must include the 2017 National Oceanic and Atmospheric Administration intermediate-low and intermediate-high sea level rise projections.

c. At least two planning horizons that include planning horizons for the years 2040 and 2070.

d. Local sea level data that has been interpolated between the two closest National Oceanic and Atmospheric Administration tide gauges. Local sea level data may be taken from one such gauge if the gauge has a higher mean sea level. Data taken from an alternate tide gauge may be used with appropriate rationale and department approval, as long as it is publicly available or submitted to the department pursuant to paragraph (b).

(4) COMPREHENSIVE STATEWIDE FLOOD VULNERABILITY AND SEA LEVEL RISE DATA SET AND ASSESSMENT.—

(a) By July 1, 2023, the department shall complete the development of a comprehensive statewide flood vulnerability and sea level rise data set sufficient to conduct a comprehensive statewide flood vulnerability and sea level rise assessment. In developing the data set, the department shall, in coordination with the Florida Flood Hub for Applied Research and Innovation, compile, analyze, and incorporate, as appropriate, information related to vulnerability assessments submitted to the department pursuant to subsection (3) or any previously completed assessments that meet the requirements of subsection (3).

1. The Chief Science Officer shall, in coordination with necessary experts and resources, develop statewide sea level rise projections that incorporate temporal and spatial variability, to the extent practicable, for inclusion in the data set. This subparagraph does not supersede regionally adopted projections.

2. The data set must include information necessary to determine the risks to inland and coastal communities, including, but not limited to, elevation, tidal levels, and precipitation.

(b) By July 1, 2024, the department shall complete a comprehensive statewide flood vulnerability and sea level rise assessment that identifies inland and coastal infrastructure, geographic areas, and communities in the state that are vulnerable to flooding and sea level rise and the associated risks.

1. The department shall use the comprehensive statewide flood vulnerability and sea level rise data set to conduct the assessment.

2. The assessment must incorporate local and regional analyses of vulnerabilities and risks, including, as appropriate, local mitigation strategies and postdisaster redevelopment plans.

3. The assessment must include an inventory of critical assets, including regionally significant assets, that are essential for critical government and business functions, national security, public health and safety, the economy, flood and storm protection, water quality management, and wildlife habitat management, and must identify and analyze the vulnerability of and risks to such critical assets. When identifying critical assets for inclusion in the

assessment, the department shall also take into consideration the critical assets identified by local governments and submitted to the department pursuant to subsection (3).

(c) The department shall update the comprehensive statewide flood vulnerability and sea level rise data set and assessment every 5 years. The department may update the data set and assessment more frequently if it determines that updates are necessary to maintain the validity of the data set and assessment.

(5) STATEWIDE FLOODING AND SEA LEVEL RISE RESILIENCE PLAN.—

(a) By December 1, 2021, and each December 1 thereafter, the department shall develop a Statewide Flooding and Sea Level Rise Resilience Plan on a 3-year planning horizon and submit it to the Governor, the President of the Senate, and the Speaker of the House of Representatives. The plan must consist of ranked projects that address risks of flooding and sea level rise to coastal and inland communities in the state. All eligible projects submitted to the department pursuant to this section must be ranked and included in the plan. Each plan must include a detailed narrative overview describing how the plan was developed, including a description of the methodology used by the department to determine project eligibility, a description of the methodology used to rank projects, the specific scoring system used, the project proposal application form, a copy of each submitted project proposal application form separated by eligible projects and ineligible projects, the total number of project proposals received and deemed eligible, the total funding requested, and the total funding requested for eligible projects.

(b) The plan submitted by December 1, 2021, before the comprehensive statewide flood vulnerability and sea level rise assessment is completed, will be a preliminary plan that includes projects that address risks of flooding and sea level rise identified in available local government vulnerability assessments and projects submitted by water management districts that mitigate the risks of flooding or sea level rise on water supplies or water resources of the state. The plan submitted by December 1, 2022, and the plan submitted by December 1, 2023, will be updates to the preliminary plan. The plan submitted by December 1, 2024, and each plan submitted by December 1 thereafter, shall address risks of flooding and sea level rise identified in the comprehensive statewide flood vulnerability and sea level rise assessment.

(c) Each plan submitted by the department pursuant to this subsection must include the following information for each recommended project:

1. A description of the project.
2. The location of the project.
3. An estimate of how long the project will take to complete.
4. An estimate of the cost of the project.
5. The cost-share percentage available for the project.
6. A summary of the priority score assigned to the project.
7. The project sponsor.

(d)1. By September 1, 2021, and each September 1 thereafter, the following entities may submit to the department a list of proposed projects that address risks of flooding or sea level rise identified in vulnerability assessments that meet the requirements of subsection (3):

a. Counties.
b. Municipalities.
c. Special districts as defined in s. 189.012 that are responsible for the management and maintenance of inlets and intracoastal waterways or for the operation and maintenance of a potable water facility, a wastewater facility, an airport, or a seaport facility.

For the plans submitted by December 1, 2021; December 1, 2022; and December 1, 2023, such entities may submit projects identified in existing vulnerability assessments that do not comply with subsection (3). A regional resilience entity may also submit proposed projects to the department

pursuant to this subparagraph on behalf of one or more member counties or municipalities.

2. By September 1, 2021, and each September 1 thereafter, the following entities may submit to the department a list of any proposed projects that mitigate the risks of flooding or sea level rise on water supplies or water resources of the state and a corresponding evaluation of each project:

a. Water management districts.

b. Drainage districts.

c. Erosion control districts.

d. Flood control districts.

e. Regional water supply authorities.

3. Each project submitted to the department pursuant to this paragraph for consideration by the department for inclusion in the plan must include:

a. A description of the project.

b. The location of the project.

c. An estimate of how long the project will take to complete.

d. An estimate of the cost of the project.

e. The cost-share percentage available for the project.

f. The project sponsor.

(e) Each project included in the plan must have a minimum 50 percent cost share unless the project assists or is within a financially disadvantaged small community. For purposes of this section, the term “financially disadvantaged small community” means:

1. A municipality that has a population of 10,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research’s website, and a per capita annual income that is less than the state’s per capita annual income as shown in the most recent release from the Bureau of the Census of the United States Department of Commerce that includes both measurements; or

2. A county that has a population of 50,000 or fewer, according to the most recent April 1 population estimates posted on the Office of Economic and Demographic Research’s website, and a per capita annual income that is less than the state’s per capita annual income as shown in the most recent release from the Bureau of the Census of the United States Department of Commerce that includes both measurements.

(f) To be eligible for inclusion in the plan, a project must have been submitted pursuant to paragraph (d) or must have been identified in the comprehensive statewide flood vulnerability and sea level rise assessment, as applicable.

(g) Expenses ineligible for inclusion in the plan include, but are not limited to, expenses associated with:

1. Aesthetic vegetation.

2. Recreational structures such as piers, docks, and boardwalks.

3. Water quality components of stormwater and wastewater management systems, except for expenses to mitigate water quality impacts caused by the project or expenses related to water quality which are necessary to obtain a permit for the project.

4. Maintenance and repair of over-walks.

5. Park activities and facilities, except expenses to control flooding or erosion.

6. Navigation construction, operation, and maintenance activities.

7. Projects that provide only recreational benefits.

(h) The department shall implement a scoring system for assessing each project eligible for inclusion in the plan pursuant to this subsection. The scoring system must include the following tiers and associated criteria:

1. Tier 1 must account for 40 percent of the total score and consist of all of the following criteria:

a. The degree to which the project addresses the risks posed by flooding and sea level rise identified in the local government vulnerability assessments or the comprehensive statewide flood vulnerability and sea level rise assessment, as applicable.

b. The degree to which the project addresses risks to regionally significant assets.

c. The degree to which the project reduces risks to areas with an overall higher percentage of vulnerable critical assets.

d. The degree to which the project contributes to existing flooding mitigation projects that reduce upland damage costs by incorporating new or enhanced structures or restoration and revegetation projects.

2. Tier 2 must account for 30 percent of the total score and consist of all of the following criteria:

a. The degree to which flooding and erosion currently affect the condition of the project area.

b. The overall readiness of the project to proceed in a timely manner, considering the project's readiness for the construction phase of development, the status of required permits, the status of any needed easement acquisition, and the availability of local funding sources.

c. The environmental habitat enhancement or inclusion of nature-based options for resilience, with priority given to state or federal critical habitat areas for threatened or endangered species.

d. The cost-effectiveness of the project.

3. Tier 3 must account for 20 percent of the total score and consist of all of the following criteria:

a. The availability of local, state, and federal matching funds, considering the status of the funding award, and federal authorization, if applicable.

b. Previous state commitment and involvement in the project, considering previously funded phases, the total amount of previous state funding, and previous partial appropriations for the proposed project.

c. The exceedance of the flood-resistant construction requirements of the Florida Building Code and applicable flood plain management regulations.

4. Tier 4 must account for 10 percent of the total score and consist of all of the following criteria:

a. The proposed innovative technologies designed to reduce project costs and provide regional collaboration.

b. The extent to which the project assists financially disadvantaged communities.

(i) The total amount of funding proposed for each year of the plan may not be less than $100 million. Upon review and subject to appropriation, the Legislature shall approve funding for the projects as specified in the plan. Multiyear projects that receive funding for the first year of the project must be included in subsequent plans and funded until the project is complete, provided that the project sponsor has complied with all contractual obligations and funds are available.

(j) The department shall initiate rulemaking by August 1, 2021, to implement this section.

(6) REGIONAL RESILIENCE ENTITIES.—Subject to specific legislative appropriation, the department may provide funding for the following purposes to regional entities that are established by general purpose local governments and whose responsibilities include planning for the resilience needs of communities and coordinating intergovernmental solutions to mitigate adverse impacts of flooding and sea level rise:

(a) Providing technical assistance to counties and municipalities.

(b) Coordinating multijurisdictional vulnerability assessments.

(c) Developing project proposals to be submitted for inclusion in the Statewide Flooding and Sea Level Rise Resilience Plan.

History.—s. 1, ch. 2021-28; s. 4, ch. 2022-89.

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CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-81
Fourth Amendment - Amelia River Golf Course Agreement

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-81.

SYNOPSIS: In July 1994, the City entered into a lease agreement (the "Lease Agreement") with the Nassau Sound Land Co., L.L.C., for the Royal Amelia Golf Course property adjacent to the City's Airport. The agreement was assigned and amended several times. The most recent assignment was to Amelia River Holdings, LLC, in October 2019. This Fourth Amendment to the Lease Agreement amends Sections 1.02(e) and 2.04 to provide that Lessee is permitted to use the Leased Premises for construction, installation and maintenance of a solar farm and aeronautical and non-aeronautical hangars in addition to the current uses of golf course and related facilities and a lodging facility.

FISCAL IMPACT: Gross revenues from such uses will be included in the percentage rent.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-81.

Katie Newton, Legal Assistant	4/24/2023
Agnes White, Administrative Services Manager	5/1/2023
Pauline Testagrose, Comptroller	5/8/2023
Charles George, Interim City Manager	5/8/2023
Tammi E. Bach, City Attorney	5/8/2023



Submitted By: Katie Newton, Legal Assistant Date: April 24, 2023

COMMISSION ACTION: Adopt

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Resolution 2023-82
Sole Source Vendor Approval - ArmRLite Overhead Doors

ITEM TYPE: Resolution (w/ fiscal impact)

REQUESTED ACTION: Consider Resolution 2023-82.

SYNOPSIS: The City of Fernandina Beach issued and published a Notice of Invitation to Bid 23-06 Apparatus Bay Doors on March 23, 2023 for the procurement and installation of eight sectional apparatus bay doors. The Notice of Invitation to Bid was closed on April 18, 2023 with no submittals received. City staff received a proposal from ArmRLite Overhead Doors for the procurement and installation of eight aluminum and glass sectional doors which includes a twenty year warranty on the finish and operational components of the sectional doors; This Resolution approves ArmRLite Overhead Doors as a sole source vendor to perform the work on Fire Station 2 described in the Notice of invitation to Bid 23-06.

FISCAL IMPACT: Resolution w/ Fiscal Impact Funds will come from the Airport Improvements account, 420-56200-19051.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2023-82.

Charles George, Interim City Manager	5/2/2023
Katie Newton, Legal Assistant	5/9/2023
Pauline Testagrose, Comptroller	5/9/2023
Charles George, Interim City Manager	5/9/2023
Tammi E. Bach, City Attorney	5/9/2023

Agnes J. White

Date: May 01, 2023

Submitted By: Agnes White, Administrative Services Manager

COMMISSION ACTION: Adopt

RESOLUTION 2023-82

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING ARMRLITE OVERHEAD DOORS AS THE SOLE SOURCE VENDOR FOR EIGHT ALUMINUM AND GLASS SECTIONAL DOORS FOR THE NEW FIRE STATION 2 ON AIRPORT ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission awarded the construction of a new combination Fire Station and Aircraft Rescue and Fire Fighting (ARFF) at the Fernandina Beach Municipal Airport to Blackwater Construction Services of Gainesville, Florida, via Resolution 2022-03 on January 4, 2022; and

WHEREAS, the City Commission approved Deductive Change Order #1 in the amount of $290,000.00 via Resolution 2022-46, removing Bid Additive #2: Four Fold Apparatus Bay Doors;

WHEREAS, the City Commission approved Deductive Change Order #11 via Resolution 2023-58 which removed several items from Blackwater Construction Services scope of work, including the apparatus bay doors; and

WHEREAS, a Notice of Invitation to Bid 23-06 was published on March 23, 2023 for the procurement and installation of eight sectional apparatus bay doors; and

WHEREAS, the Notice of Invitation to Bid was closed on April 18, 2023 with no submittals received; and

WHEREAS, the City received a proposal from ArmRLite Overhead Doors for the procurement and installation of eight aluminum and glass sectional doors;

WHEREAS, the proposal from ArmRLite Overhead Doors includes a 20 year warranty on the finish and operational components of the sectional doors;

WHEREAS, funding is available in the Airport Improvements account, 420 56200 19051.

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

SECTION 1. The City Commission hereby approves ArmRLite Overhead Doors as a sole-source vendor for the procurement and installation of eight aluminum and glass sectional doors at Fire Station 2 in an amount not to exceed $247,778.00, attached hereto as Exhibit A.

SECTION 2. The City Clerk and Interim City Manager are hereby authorized to execute the contract with ArmRLite Overhead Doors for eight custom aluminum and glass overhead sectional doors, upon review and approval by the City Attorney.

SECTION 3. This Resolution is effective immediately upon passage.

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Commissioner - Mayor

ATTEST:

_____
CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

Resolution 2023-82
Exhibit "A"

3/9/2023

Fernandina Beach Fire Department – Ty Silcox
600 Airport Rd.
Fernandina Beach, FL. 32034
P: (904)-310-3151
E: tsilcox@glfl.org

Proposal and Contract

Job Name: New Station #2 Located at 600 Airport Rd. Fernandina Beach, FL. 32034

(8) **Custom CI** Model Aluminum and Glass Overhead Sectional Door

- Door size 14' 0" wide 16' 0" high 4 panels wide / 8 sections high
  - Meets Minimum Desired Wind Load Rating of +/- 48 PSF.
  - **Noted door sizes subject to field measured sizes and conditions.**
- Custom Painted Red Frame SL4A139 Carnival Red w/ XL Clear coat to prevent fading with **20 year finish warranty except on installations within 1 mile of water**
- **1/8"** , **Clear** ,**Tempered Glass**
- **3"**, **96" Headroom,** mounting to steel
- **Complete perimeter weather seals are included**
- **20 year commercial** welded frame warranty except on top sections when trolley operated.
- Commercial Motor(s) and accessories - includes motor, 3-button station (open, close, stop) and set of standard photo eyes. All electric, electrical, wire, wiring & mounting of controls by your electrician.
- WBE (ArmRLite is a Women Owned Business) LEED proficient
- First floor, non-union labor – non prevailing wage, onsite parking for installer trucks and equipment.
- **New Sectional Door Openings to be fully prepared by others per ArmRLite submittals – GC is responsible for preparing opening with the steel or wood blocking required for the tracks, springs, etc.**

The cost for the above doors, motors delivered and installed is: $247,778 + tax if applicable.

~~Add Option $35,320: To total job for **Energy Efficiency Package** – includes foam insulated rails, stiles and the water resistant package. Insulated rails, stiles and water resistant package will greatly minimize water infiltration but may not eliminate it. Standard production lead time is 6-8 weeks from the date of final field measure and approval of shop drawings.~~

If project is not completed within 90 days of fully executed contract (mo/day/year) due to delay on purchasers part, client will be invoiced for the full amount of the project for immediate payment.

TERMS: A full set of shop drawings/submittals in .pdf format will be provided upon receipt of this executed contract and initial 25% payment. All payments must be made by check and are non-refundable. This contract is legally binding and cannot be cancelled. Fabrication payment of 40% due to start production once the drawings/samples/opening(s) are all approved. This contract pricing includes (1) shop drawing and (1) revision, any additional revisions will be subject to a $150/ hour engineering charge. Final Progress payment of 35% due prior to materials being shipped for installation. Lead time for shop drawings/submittals is estimated at 2 weeks upon receipt of this executed contract and initial 25% payment. Production lead time is estimated at 4-6 weeks from the date of final field measure and approval of all drawings/samples/opening(s). ArmRLite reserves the right to turn this contract over to an approved door installer at time of order.

****Budget proposal is valid for 70 days****

***General Contractor is responsible for preparing openings per ArmRLite shop details prior to installation. Preparation of openings is not included in pricing.**

APPROVED AS TO FORM AND LEGALITY:
CITY ATTORNEY

ArmRLite Officer Signature

Customer Signature – Legal Officer of Company

Date

Date

GENERAL TERMS AND CONDITIONS

ArmRLite
OVERHEAD DOORS

MATERIALS FURNISHED AND INSTALLED

NOTE: All orders are accepted according to the Terms and Conditions listed below.

1. Delivery of orders depends on availability of material. All orders taken are subject to delay due to causes beyond our control.
2. All orders will be confirmed for fabrication via contract attached and shop drawings.
3. Shop drawings are supplied upon receipt of 25% non-refundable deposit. ArmRLite reserves the right to charge for the drawings should a project be cancelled for any reason. If a project is cancelled the 25% deposit will be retained by ArmRLite to cover the labor and engineering costs to create the 8 page shop drawings.
4. The attached Furnish and Installed Budget Contract does not cover the costs for preparing the openings. Openings to be fully prepared by others per ArmRLite shop drawings.
5. Final field measure by ArmRLite's contracted installer will be conducted once openings are prepared, prior to fabrication. ArmRLite Furnish and Install Budget Contract attached covers (2) pre-fabrication site checks total. Any additional site checks can be provided at additional cost to customer.
6. Fabrication will not begin until the shop details are approved by both ArmRLite's contracted installer and customer once a final field check of completed opening(s) is conducted. If the customer chooses to waive the final site check and begin fabrication without the installer confirming the opening(s), customer will be responsible for guaranteeing all dimensions present in the shop drawings. All financial responsibility for discrepancies between the guaranteed dimensions and the site conditions at time of install is the sole responsibility of the customer.
7. All electrical wire, wiring conduit, and mounting of controls for operators, sensors, and accessories by others.
8. Pricing is subject to change based on final field measurements. If on site dimensions present at time of final site check are not consistent with the attached Furnish and Install Budget Contract, revisions will be made and Budget Contract will need to be re-approved by the customer.
9. Orders are to be shipped directly to ArmRLite's contracted installer's warehouse and the installer is to take responsibility of the shipment. If a jobsite delivery is required and approved by ArmRLite, the installer must be on-site to accept and approve the shipment. Jobsite deliveries will require access for a 53' tractor trailer and the site must be accessible to the installer at the time of delivery.
10. GUARANTEE: All materials and workmanship are guaranteed against defects for a period of one year from date of original invoice except springs which carry a 120 day guarantee (100,000 cycle springs are suggested for doors subject to heavy usage.) Nothing in the above guarantee shall expose ArmRLite to any liability whatsoever for any costs for labor, transportation, or otherwise in connection with the replacement of any parts or units supplied under the Guarantee, nor any expense not approved in writing by the Main Office of ArmRLite. ArmRLite shall have the right to replace defective materials, to refund the purchase price upon return of the materials, or to grant a reasonable allowance on account of such defects. ArmRLite shall be given the opportunity to investigate all claims. No materials shall be returned to ArmRLite until after inspection and approval by ArmRLite and receipt by Buyer of written shipping instructions from ArmRLite. Contact Sales Department for additional warranty - initial information regarding aluminum and glass products.

_____

Signature and Date – To be returned with Purchasing Agreement

ArmRLite
OVERHEAD DOORS

PURCHASING AGREEMENT - TERMS AND CONDITIONS
MATERIALS FURNISHED AND INSTALLED

Date:

Billing Information

Company Name: _____
Company Contact Name: _____
Company Street Address: _____
Company City, State, Zip: _____
Company Phone Number: _____
Parent Company (if applicable): _____
Parent Company Address (if applicable): _____

Site Information (if different from Billing Information)

☐ Same as billing information above

Site Street Address: _____
Site City, State, Zip: _____
On-Site Contact Name: _____
On-Site Contact Number: _____

Is this new construction? ☐ Yes ☐ No

If not, is there an existing door(s)? ☐ Yes ☐ No

The buyer guarantees payment for all materials purchased from ArmRLite Door Manufacturing Company and further represent that neither the above applicant nor the undersigned has ceased to pay its debts in the ordinary course of business affairs and that we can pay debts when they become due and that it is solvent within meaning of the U.S. bankruptcy code.

Should the balance amount due at completion of the installation become more than one day past due (see payment terms on Budget Contract), we agree to pay the 1.5% service charge per month or the maximum allowed by law until the balance is paid (whichever is greater). In the event of suit to collect unpaid balances, all costs including reasonable attorney's fees, whether for negotiation, trial or appellate work shall be paid by the undersigned debtor and we each acknowledge and agree that suit may be instituted in Nassau County, Florida. Buyer assumes full responsibility for payment of all materials ordered, fabricated or shipped.
If any part of this agreement proves to be invalid by Federal or State Laws, all other parts of this agreement remain in force.

Applicant's signature attest financial responsibility, the ability and willingness of the buyer to pay the invoices in accordance with attached Terms and Conditions.

THIS MUST BE SIGNED BY A LEGAL OFFICER OF YOUR COMPANY

DATE: _____ **SIGNATURE:** _____

PRINT NAME: _____

SOLE/SINGLE SOURCE JUSTIFICATION FORM

(Nov, 2020)

Date: 4/28/23 Department: Fire Department Director: Ty Silcox

Sole/Single Source Vendor: ArmRLite Overhead Doors Est. Cost: $247,778.00

Account Number: 420-56200-19051 Account Name: Airport Improvements Account

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:
(8) Custom Glass Overhead Sectional doors for the new Fire Station 2.

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.

Digitally signed by Harvey T. Silcox
DN: cn=Harvey T. Silcox, o=City of Fernandina Beach, ou=Fire Department, email=tsilcox@fbfl.org, c=US
Date: 2023.05.01 13:49:13 -04'00'

Department Director Signature

Charles George Digitally signed by Charles George
Date: 2023.05.01 14:41:45-04'00'

City Manager Signature

☐ Approved ☐ Disapproved Date: _____

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #23-06
EIGHT NEW FIRE STATION APPARATUS BAY DOORS

INTRODUCTION

The City of Fernandina Beach, Florida is accepting competitive sealed bids for **EIGHT APPARATUS BAY DOORS FOR NEW FIRE STATION NO. 2, 600 AIRPORT ROAD, FERNANDINA BEACH, FLORIDA 32034.**

The City of Fernandina Beach will receive sealed bids at the location stated below not later than **2:00PM(EST), April 18, 2023**.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or electronic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

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

The original bid submittal (**1 original, 3 copies and 1 electronic copy, CD or thumb drive**) must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB #23-06** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB #23-06**
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified **Contact Sheet** (**1 original, 3 copies**), hereto attached as "**Exhibit A**", **Bid Pricing Sheet**, hereto attached as "**Exhibit A-1**". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a **"Public Entity Crimes",** herein provided as "**Exhibit B**", **"Drug-Free Workplace Certification"** herein provides as **"Exhibit C"**, "**E-Verify Statement**" herein provided as **"Exhibit D"**, **"Proposer Acknowledgements and Agreements"**, herein provided as "**Exhibit E**", **"Conflict of Interest",** herein provided as, "**Exhibit F**", **"Non-Collusion Affidavit",** herein provided as "**Exhibit G" and "Dispute Disclosure",** herein provided as **"Exhibit H", "Federal Requirements for ARPA Funds",** herein provided as **"Exhibit I".**

CONTRACTOR SHALL SIGN AND INCLUDE EXHIBITS "A-I". Failure to so, may result in rejection of the bid submittal.

An example of the City of Fernandina Beach contract is included as a separate document.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #23-06
EIGHT NEW FIRE STATION APPARATUS BAY DOORS

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

SCOPE OF WORK

The City of Fernandina Beach is accepting competitive sealed bids for the procurement, delivery, and installation of eight new 14'-0" wide by 16'-0" high Aluminum and Glass Sectional doors for the recently constructed Fire Station No. 2 at 600 Airport Road, Fernanda Beach, Florida as shown on the attached document.

The work will involve the fabrication, assembly, delivery, and installation of the eight new doors at the site based on the following criteria:

- Wind Load Rating of +/- 32 psf
- 1/8" tempered glass
- 20 -year finish warranty
- 20-year commercial warranty welded frame warranty
- Accessories include motors, 3 button station (open, close, stop) and set of standard photo eyes. Electrical wiring and mounting of controls necessary for the operation of the doors is to be included. Primary electrical work installed in the building construction is by others.
- Shop drawings are to be submitted to City prior to final fabrication
- Door frames to be custom painted, Carnival Red or approved equivalent with approved clear coat for fade prevention.
- Door manufacturer shall provide deliver and completion schedule with bid submittal

SAFETY

The Installation Contractor shall provide all necessary barricades and signage and take necessary precautions to protect building during the door installation.

Any exclusions regarding the installation proposed by the bidder must be expressly stipulated in the bid submittal.

The City shall be the judge of its own best interests, the bids, and the resulting Contract. An award may be made to the most responsive and responsible submittal determined to be the most advantageous to the City.

AWARD

Award recommendation shall be made to the most responsive and responsible bidder offering the best value. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

Successful Bidder is required to have a Business License in the city where their home office is located. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

Bid Package

Bid Documents and Specifications are available to download from the City of Fernandina Beach website at www.fbfl.us/bids, and DemandStar at www.demandstar.com. Questions regarding bid package can be directed to Wanda Weaks, Purchasing Agent, wweaks@fbfl.org.

CONTACT

Specification questions during the bid period shall be submitted in writing to the appropriate Department contact below with a copy to Wanda Weaks, wweaks@fbfl.org.

Bidders are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and DemandStar at www.demandstar.com. It is the bidder's responsibility to check the City's website for Addenda prior to submitting their bid. The deadline for questions is ten days before bid opening.

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

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

BOND REQUIREMENTS

Bid bonds requirements are outlined in the General Conditions of this Invitation to Bid.

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #23-06
EIGHT NEW FIRE STATION APPARATUS BAY DOORS

GENERAL CONDITIONS OF INVITATION TO BID

1. **PREPARATION OF BID -** INVITATION TO BID will be prepared in accordance with the following:
   a. The enclosed Contact Sheet/Bid Form attached hereto as "Exhibit A", must be used when submitting your INVITATION TO BID.

   b. All information required by the Contact Sheet/Bid Form must be furnished. The Bidder must print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.

   c. Unit prices must be shown and where there is an error in extension of price, the unit price will govern.

   d. Alternate Bids will not be considered unless authorized by the Invitation to Bid.

   e. Bidders will **not** include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the City is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.

   f. Bidders must make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq*.

   g. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.

   h. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to bid

   i. Deliveries are to be made during regular business hours.

   j. Bids and Bid prices must be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. **SUBMISSION OF BID**
   a. Bids and changes thereto must be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service must be placed on the outside of the envelope.

   b. INVITATION TO BID must be submitted on the forms furnished. Electronic Bids will not be considered.

3. REJECTION OF BID

a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City will be the sole judge of the submittals. The City's decision will be final.

4. WITHDRAWAL OF BID

a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.

b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BID

a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.

b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

a. Bidders must comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) in accordance with the requirements as stated in CFR 200.321, including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this contract.

b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as "Exhibit B", must be received at the time of the bid.

c. A "Drug Free Workplace Certification" attached hereto as "Exhibit C", must be received at the time of the bid.

d. The City of Fernandina Beach requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state and local government regulations.

e. An "E-Verify Statement" attached hereto as "Exhibit D" must be received at the time of the bid.

7. AWARD OF INVITATION TO BID

a. The INVITATION TO BID will be awarded to the most responsive and responsible bidder offering the best value to the City of Fernandina Beach.

b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.

c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder 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 2 one-year renewals possible based on the mutual consent of the parties.

e. Upon award, for construction projects, the Contractor will be required to complete/execute the City's Contract and General Conditions for Construction Services. An example of the contract can be found on the City's website at www.fbfl.us/bids, Bids and Purchasing web page.

f. Agreement may be cancelled with 60 day notice unless otherwise stated in signed contract documents.

8. NOT RESPONSIBLE FOR COSTS

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

9. BONDS

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

BID BOND:

a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder must enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond must be for an amount not less than five percent (5%) of the Bid price and must be made payable to the CITY OF FERNANDINA BEACH as a guarantee that the Bidder will not withdraw its bid for a period of ninety (90) calendar days after Bid closing time. Bid Bonds or Certified Checks will be returned to unsuccessful bidders within 10 days of bid award. Successful bidders will receive their Certified Check or Bid Bond after the contract/agreement has been signed and a Performance and Payment Bond is received.

PERFORMANCE AND PAYMENT BONDS:

a. In the event the Contract is awarded to the Bidder, Bidder will thereafter enter into a written contract with the CITY OF FERNANDINA BEACH and furnish a Payment and Performance Bond in an amount equal to the contract price. The form of the bonds must be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder will forfeit its bid 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 bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security 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 bid.

10. PUBLIC INFORMATION

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

11. ADDITIONAL INFORMATION

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

12. QUESTIONS

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

13. INDEMNIFICATION AND INSURANCE

INDEMNIFICATION

The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder must include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the City and the CONTRACTOR hereby waives its

entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision 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.

Subject to the limitations set forth in this Section, the CONTRACTOR must assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, must appoint lead counsel, in each case at the CONTRACTOR's expense. The City will have the right, at its option, to participate in the defense of any third-party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third-party claim in accordance with this paragraph, the CONTRACTOR must obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR must not assume or maintain control of the defense of any third party claim, but must pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party must cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and must furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes, as amended. Nothing contained in the foregoing indemnification will be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

INSURANCE

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

The term "Contractor" as used in the insurance rider, will mean and include 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) 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) minimum per occurrence.

E. During the term of this agreement, (if applicable) the Contractor/Vendor will carry Professional Liability Insurance which will cover liability for any damage or non-performance on account of any error, omission, or other provable negligence caused by the Contractor/Vendor. The amount of insurance must not be less than One Million ($1, 000,000) per occurrence and aggregate.

F. Loss Deductible – If the insurance of any CONTRACTOR/VENDOR contains deductible(s), penalty(s) or self-insured retention(s), the CONTRACTOR/VENDOR whose insurance contains such provision(s) 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 must be its own responsibility and at its own expense.

L. The carrying of the insurance described will 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 must 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 ($1,000,000.00) Dollars per occurrence and Two Million ($2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

14. PAYMENT

Payment due hereunder must be made by the City to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act..

15. BID PROTESTS

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

16. FEDERAL GRANT MONEY

In the event this project is funded with federal grant monies, CONTRACTOR/VENDOR may not participate in the bid if CONTRACTOR/VENDOR is listed in the Excluded Parties List System (EPLS) a federal suspension and debarment listing. The Federal Government's Excluded Parties List System (EPL) is located at, including but not limited to, https://www.sam.gov. CONTRACTOR/VENDOR must include copy of search results with bid or proposal.

17. LOBBYING

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

EXHIBITS

EXHIBIT "A" **Contact Sheet**

EXHIBIT "A-1" **Bid Pricing Sheet**

EXHIBIT "B" **Public Entity Crimes**

EXHIBIT "C" **Drug-Free Workplace Certification**

EXHIBIT "D" **E-Verify Statement**

EXHIBIT "E" **Proposer Acknowledgments and Agreements**

EXHIBIT "F" **Conflict of Interest**

EXHIBIT "G" **Non-Collusion Affidavit**

EXHIBIT "H" **Dispute Disclosure**

EXHIBIT "I" **Federal Requirements for ARPA Funds**

EXHIBIT "A"

CONTACT SHEET

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Email: _____ **Submitted By:** _____

Title: _____

Accounting Contact:

Name: _____**Title:** _____

Email Address: _____ **Phone:** _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "A-1"

BID PRICING FORM

The undersigned, having carefully examined the Contract Documents hereby offer and agree to furnish all labor, materials, supervision and equipment necessary as specified for the following:

14 ft wide x 16 ft high apparatus bay sectional doors, complete $_____

Approximate completion from Notice to Proceed _____ calendar days

Name (typed or printed): _____

Signature _____
Title: _____

(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in Florida is ____/____/____.

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

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 submittal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

    1. A predecessor or successor of a person convicted of a public entity crime; or

    2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Fernandina Beach, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

____ The person or affiliate was placed on the convicted INDIVIDUAL/COMPANY/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 INDIVIDUAL/COMPANY/FIRM list. (Please attach a copy of the final order.)

____ The person or affiliate has not been placed on the convicted INDIVIDUAL/COMPANY/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 their signature at the space provided above on this ___ day of _____,

20___, and is personally known to me, or has provided _____ as identification.

_____
Notary Public

My Commission expires: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "C"

DRUG-FREE WORKPLACE CERTIFICATION

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.

4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid/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 individual/company/firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____PHONE: _____

NAME (TYPED OR PRINTED): _____TITLE: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "D"

CITY OF FERNANDINA BEACH, FLORIDA

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

_____

I/INDIVIDUAL/COMPANY/FIRM acknowledges and agrees to the following:

I/ INDIVIDUAL/COMPANY 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 INDIVIDUAL/COMPANY/FIRM during the term of the Contract to perform employment duties within Florida; and

2. All persons assigned by the INDIVIDUAL/COMPANY/FIRM to perform work pursuant to the contract with the Department.

Individual/Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "E"

PROPOSER ACKNOWLEDGEMENTS AND AGREEMENTS

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

1. INTRODUCTION AND GENERAL INFORMATION
   Understands and agrees to all terms.

2. BID/PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS
   Understands and agrees to all terms.

3. EVALUATION AND CONTRACT OVERVIEW
   Understands and agrees to all terms.

4. BIDDER'S/PROPOSER'S RESPONSE: SUBMITTAL INFORMATION
   Understands and agrees to all terms.

5. BIDDER'S/PROPOSER'S RESPONSE: PROPOSED TEAM
   Understands and agrees to all terms.

6. BIDDER'S/PROPOSER'S RESPONSE: PROPOSED COMPENSATION
   Understands and agrees to all terms.

Name: _____Title: _____

Signature: _____ Date: _____

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID #23-06
EIGHT NEW FIRE STATION APPARATUS BAY DOORS

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 bid for the City of Fernandina Beach.
2. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon their own knowledge.
3. The Affiant states that only one submittal for the above bid/proposal is being submitted and that the above-named entity has no financial interest in other entities submitting bids/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 bid/proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
5. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
6. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Fernandina Beach.
8. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Fernandina Beach.
9. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Fernandina Beach.

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

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

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

My name is_____and my relationship to the entity named above is_____.

1. The above named is fully informed respecting the preparation and contents of the attached bid/proposal and of all pertinent circumstances respecting such bid/proposal;
2. Such Bid/Proposal is genuine and is not a collusive or sham bid/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, individual/company/firm or person to submit a collusive or sham Bid/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, individual/company/firm, or person to fix the price or prices in the attached bid/proposal or any other Bidder, or to fix any overhead, profit or cost element of the bid/proposal price or the bid/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 bid/proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature Date:

STATE OF FLORIDA
COUNTY OF _____

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

_____ My Commission expires: _____
Notary Signature

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

EXHIBIT "H"

DISPUTES DISCLOSURE FORM

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

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

Has your INDIVIDUAL/COMPANY/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 INDIVIDUAL/COMPANY/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 bid/proposal for the City of Fernandina Beach.

_____

INDIVIDUAL/COMPANY/FIRM Date

_____

Authorized Signature Printed or Typed Name and Title

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

FEDERAL CONTRACT REQUIREMENTS

ARPA FUNDS 2022

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

EXHIBIT "I"

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Printed Name and Title of Contractor's Authorized Official

_____
Date

THIS FORM MUST BE INCLUDED WITH BID/PROPOSAL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information

unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by
OMB 0348-0046

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Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

Type of Federal Action:	**Status of Federal Action:**	**Report Type:**
a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application _____ b. initial award c. post-award	a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**_____ _____**Print Name:** _ _____ **Title:** _____ **Telephone No.:**_____**Date:** _____
Federal Use Only	**Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)**

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EXHIBIT I-1: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336

None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

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	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	

None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

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	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of CDBG-DR funds. If no such funds are awarded, the contract shall terminate.	Optional

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EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.'' 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

	(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to	

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	individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause	

	is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules,	

	regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

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THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)

>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

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	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	24 CFR §135.38

	G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i)	

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	preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. a. For purposes of this section: i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322

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CITY OF FERNANDINA BEACH ITB OPENING TALLY

ITB 23-06 April 18, 2023 2:00PM

Bid Name: EIGHT APPARATUS BAY DOORS FOR NEW FIRE STATION NO 2

Attended by: Charlie George, Jacob Platt, Ty Silcox and Wanda Weaks

DATE/TIME REC'D	COMPANY NAME/LOCATION	BID AMOUNT - 14ft WIDE x 16ft HIGH APPARATUS BAY SECTIONAL DOORS, COMPLETE	EXHIBITS A-H
	NO SUBMITTALS RECEIVED		

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-10
Waste Management Franchise Agreement

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-10 at First Reading.

SYNOPSIS: The City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal service, and retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service.

The City granted a solid waste franchise to Advanced Disposal Services Stateline, LLC, beginning January 15, 2019, and assigned the franchise to Waste Management Inc. of Florida on January 4, 2022. The City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 22-08, and the evaluation committee recommended Waste Management Inc of Florida. The City Commission authorized negotiations with Waste Management Inc. of Florida for a franchise agreement via Resolution 2022-219. This Ordinance repeals the current franchise agreement effective January 14, 2024 and enter into a new franchise agreement effective January 15, 2024.This item is placed on the agenda at the request of Director of Operations Jeremiah Glisson.

FISCAL IMPACT: The City receives a 10% franchise fee from Waste Management.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-10 at First Reading.

Jeremiah Glisson, Operations Director	4/20/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Pauline Testagrose, Comptroller	5/4/2023
Charles George, Interim City Manager	5/5/2023
Tammi E. Bach, City Attorney	5/8/2023

Caroline Best

Date: April 18, 2023

Submitted By: Caroline Best, City Clerk

COMMISSION ACTION: Approve

ORDINANCE 2023-10

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

WHEREAS, the City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal services; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain control over the use of public rights-of-way by refuse collection to assure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investments in right-of-way property; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to utilize quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Fernandina Beach finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Fernandina Beach are promoted; and

WHEREAS, the City granted a solid waste franchise to Advanced Disposal Services Stateline, LLC, beginning January 15, 2019, and assigned the franchise to Waste Management Inc. of Florida January 4, 2022; and

WHEREAS, the City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 22-08, and the evaluation committee recommended Waste Management Inc of Florida; and

WHEREAS, the City Commission authorized negotiations with Waste Management Inc. of Florida for a franchise agreement via Resolution 2022-219; and

WHEREAS, the City of Fernandina Beach finds it is in the best interests of the City to repeal Ordinance 2018-10 as of January 14, 2024, and to grant a new solid waste franchise for 5 years beginning January 15, 2024; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021, and Chapter 403, Part IV, Florida Statutes.

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

SECTION 1. DEFINITIONS.

"Anniversary Date" means the date that is one year after the Effective Date of this Franchise Ordinance.

"Authorized Hours for Collection" means the hours that the Grantee is authorized to collect all types of solid waste and recyclables at customer locations within the City's limits. The authorized hours for collection are between the hours of 6:00 am and 8:00 pm for residential collection inclusive, unless otherwise authorized by the City for a specific duration. The authorized hours for collection for commercial collection are between 3:00 am and 8:00 pm inclusive, unless otherwise authorized by the City for a specific duration. Special consideration will be given for certain commercial establishments that neighbor residential properties.

"Beach Accesses" mean accesses located along the 6 miles of beach located within the City limits. Accesses contain approximately 50 garbage carts that are serviced one (1) to seven (7) days per week depending upon the season. This service will be provided by the Grantee for a separate rate listed in Section 30.

"Bulk Waste" means large, discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, e-waste, and abandoned and improperly placed dumps of the same. Loose construction or demolition debris is considered commercial. The Grantee has the right to charge for extra bulk waste pickup which is greater than 3 cubic yards.

"Cart" means:

1) A sixty-five gallon or ninety-five gallon container on wheels with attached lids, serviced by collection vehicles with a side-arm (or tipper) that mechanically collects and empties the

container, provided by the Grantee for garbage/trash collection or service at residential and small commercial account locations;

2) All carts must have imprinted on each on each of the main body a City logo with City name, as approved by the City, and a serial number imprinted on another side of the main body. All carts with the City logo(s) with City name will automatically become the property of the City, at no additional cost to the City, on termination of the Grantee contract and the Grantee inventory will be transported to the City location identified by the City at no additional cost to the City.
3) Selection of cart manufacturer and type/specifications and markings are subject to City approval prior to purchase by the Grantee.
4) The cost of purchasing providing, maintaining, and replacing of all carts to customer account locations is the responsibility of the Grantee at no additional cost to the City and will be - part of the collection and disposal costs in the Grantee unit price rates

"Change in Law" means:

1) The adoption, or modification after the date of this Franchise of any substantially increased federal, state or local fees or taxes, law, regulation, order, statute, ordinance or rule that was not adopted, promulgated or modified on or before the date of this Franchise, or

2) The imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Franchise, which in the case of either (1) or (2) establishes requirements affecting the Grantee's operation under this Franchise in a substantial manner so as to make the performance of the requirements of this Franchise more burdensome than before the change of said law. Any change in tax law or workers compensation law will not be considered a change in law pursuant to this definition.

"City" means the City of Fernandina Beach, Nassau County, Florida, a municipal corporation, its government and the City Manager, and/or his authorized or designated representative(s); and may also be referred to as Grantor or Franchisor.

"Commercial" or "Commercial establishment" means any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial establishments utilize commercial container units such as Grantee provided dumpsters or customer provided containers that are mechanically emptied by other means than cart collection vehicles. These consist of, but are not limited to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.

"Commercial collection and disposal services" means garbage and trash collection and disposal service for commercial establishments utilizing containers other than those described as carts for collection of garbage/trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by means other than cart collection vehicles. The Grantee must provide the following collection and disposal services to each customer location – garbage/trash, recycling (at customer option) and bulk waste.

Commercial establishments in this service category may use, but are not limited to, any of the following for the accumulation of garbage/trash:

1) Carts as defined as above.

2) Dumpster containers, provided by the Grantee, *at no additional cost to the City or account holder*, in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots). Provision, collection, disposal, and servicing are provided in the price per pull.

3) Roll-off containers, provided by the Grantee, *at no additional cost to the City or account holder*, to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the City, when permanent-use roll-off service is approved by the City, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are provided in the price per pull.

4) Commercial cardboard containers in the downtown district provided by the Grantee, *at no additional cost to the City or account holder*. Currently, there are approximately four (4) 8-yard cardboard recycle dumpsters for this purpose.

5) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion/direction of the City.

6) Grantee-provided solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull.

"Commercial trash" means any and all accumulations of such combustibles as paper, rags, wood, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial trash includes all trash placed in public receptacles, on public streets, in parks and playground, and in other public places. Commercial trash includes bulk items or piles greater than 3 cubic yards.

"Company" refers to Waste Management Inc. of Florida, ("Waste Management") which may also be referred to as the Grantee or Franchisee.

"Construction and Demolition Debris" means discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

"Commission" means the City Commission of the City of Fernandina Beach, Florida.

“Curbside Collection Point” means that area on or adjacent to the driveway within five feet of, and in no case more than ten feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to City review. For disabled and/or elderly customers properly acknowledged, this may mean the side door or other designated collection point. The Grantee is responsible to appropriately identify, subject to City review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The Grantee will provide side door pickup at no additional cost to the City. This is also referred to as roll-out, roll-back service.

“Designated Recovery Facility” means the recycling/processing center(s) specifically agreed upon by the Grantee and the City for the recovery of recyclable materials.

"Disaster debris" means any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and man-made material.

“Downtown” means the Fernandina Beach Historic Downtown area between South 8th and Front St. and Alachua St. and Ash St. Downtown area has approximately 55 ornamental cans that must be emptied daily up to seven (7) times per week, excluding select holidays, subject to City review.

“Franchise” means this Franchise Agreement.

“Effective Date” means January 15, 2024.

“Excluded waste” means any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by City representatives; public works construction projects whether performed by a governmental unit or by contract; materials deemed by the City to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.

“Franchise Fee” means the fees set forth in Section 5 of the Franchise.

"Garbage" includes and means all accumulation of animal, fruit or vegetable and any other matter, of any nature whatsoever which is subject to decay, which may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recycling; and abandoned and improperly placed dumps of the same.

"Grantee" means Waste Management Inc. of Florida, (“Waste Management”) or “Franchisee” who is granted this exclusive Franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor” means the City of Fernandina Beach, Florida or “Franchisor”.

"Gross Revenue” means and includes any and all fees received by Grantee for service and disposal which were generated within the service area pursuant to this Franchise with the exception of those fees associated with storms and other emergencies as defined in Section 28.

"Hazardous waste" means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics.

"Household trash" means any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage.

"Net revenue" means gross revenue less expenses directly and proximately related to the operation of the Franchise.

"Occupant" or "Resident" includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other, groups or combinations permitted under Florida law.

"Plastic liner" means a plastic bag no larger than a thirty-five-gallon garbage can of sufficient strength to hold contents securely tied at top, not to exceed fifty pounds when full.

"Receptacle" is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage/trash or recycling and that is emptied by the Grantee such as a cart, dumpster, compactor, roll-off, etc.

"Recycling" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and Multifamily Dwelling collection accounts, and Commercial collection accounts (optional participation) in the recycling service area.

"Recycling carts" means the carts purchased and distributed by the Grantee on behalf of the City for the intended use as a receptacle for recyclable materials for Residential and Multifamily Dwelling customers. Commercial customers may also use Recycling Carts as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these carts shall be the responsibility of the Grantee at no additional cost to the City.

"Recycling Collection Service" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and multifamily dwelling collection accounts, and commercial collection accounts (optional participation) in the recycling service area.

"Recyclable Materials" mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-automotive, non-toxic liquid, and such other materials, as mutually agreed by the Grantee and the City, that are recyclable, source separated and co-mingled for single stream recycling collection. Section 20: Recycling Program contains a more detailed list of Acceptable and Non-Acceptable recycling items.

"Recycling service area" refers to the corporate limits of the City of Fernandina Beach, Florida as hereafter amended through annexation.

"Residential collection & disposal service", also known as Residential Cart Pickup Service, means garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing cart pickup garbage/trash collection

service. The Grantee will provide the following collection and disposal services to each customer location: garbage/trash, recycling, and bulk waste.

"Roll-out, Roll-back" service means the Grantee provides, at no additional cost to the City, roll-out, roll-back service for elderly or disabled residents. This service will be provided to elderly residents or those with short-term or long-term disabilities who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request roll-out, roll-back service by providing to the Utility Billing Department a physician's note, detailing the duration of the disability. Upon the City's approval, the resident is notified with the confirmed period of roll-out, roll-back service. The Grantee will collect, within the City-approved time period, the elderly/disability resident's refuse and recyclables from their side door or designated locations on the property. The roll-out, roll-back service is available to all other City residents for an additional charge.

"Solid Waste or Refuse" includes and means all garbage, dead animals, bulk waste, household trash, construction and demolition debris, commercial trash, and abandoned and improperly placed dumps of the same.

"Special material" means large materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. With the exception of major appliances, all wastes such as furniture, "do it yourself" building materials, non-containerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up at the curb as a special service of the Grantee at an additional charge. This service will be limited to materials that can safely be collected by the use of a rear-load vehicle with a helper. All fees received by the Grantee for the collection of special materials are subject to the City's Franchise Fee.

"Surety" means the party who is bound with and for the Grantee to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

"White Goods" means refrigerators, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar household large appliances. Discarded major appliances will be collected by Grantee at a charge specified in Section 30.

"Yard Waste" means every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper/ abandoned dumps of the same.

SECTION 2. GRANT OF FRANCHISE.

A. Grantee is hereby granted an exclusive, mandatory residential and commercial Franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this Franchise for the purpose of collecting and disposing of residential recyclables, residential

and commercial trash, garbage and other refuse generated by the citizens, residents and inhabitants of the City of Fernandina Beach, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

B. Grantee understands and agrees that Grantor has the right to use the services of another vendor/contractor for select recycling services such as recycling events and the operation of the City's Recycling Center without breaching the exclusivity granted in Section 2(A) above.

C. Request for Proposals #22-08, including all addendums thereto of the City of Fernandina Beach, is herein incorporated by reference, as is the response to the Request for Proposals #22-08 and the rate proposal submitted by the Grantee.

SECTION 3. LIMITS OF FRANCHISE.

This Franchise covers the corporate limits of the City of Fernandina Beach, Florida. Grantee agrees that the limits of the Franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. This Franchise will be for a period of five years through January 14, 2029, unless sooner terminated by reason of breach of the terms hereof by the Grantee, which result in the failure of the Grantee to provide effective and efficient service.

B. This Franchise may be renewed for additional term(s) of no more than five years, or portion of a term, on the same terms and conditions, upon the mutual written agreement of both the Grantor and Grantee. If either party is willing to renew, said party must give written notice to the other of its willingness to renew said agreement. Such notice must be given no later than six months before January 14, 2029. Either party will have sixty days to respond to the request of the other party, indicating their agreement or rejection with the proposed renewal. No response will be deemed to be a rejection of the request to renew. The Grantee may unilaterally extend this Franchise Agreement for one (1) renewal period of 120 days.

SECTION 5. FRANCHISE CONSIDERATION.

A. The consideration for this Franchise shall be as follows:

1. Garbage and Recycling
    a. Residential Service: 10% of the rate established in Section 30
    b. Commercial Service: 10% of the rate established in Section 30
    c. Special/Roll off Services: 10% of the rate established in Section 30
2. Recycling: Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase beyond reasonable cost projections.

B. At the present time, this Franchise does not include construction and demolition waste removal service, and no Franchise Fee will be due for those services. Grantee is not required to collect Hazardous Waste, dead animals, yard waste, large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. This Contract does not include the collection

and disposal of any increased volume resulting from a flood, hurricane, or similar or different acts of God over which the Company has no control.

C. The Franchise Fee for residential services will be assessed and collected by the Grantor and will be added to the Rates as set forth herein. The Franchise Fee for commercial and special/roll off services will be assessed and collected by the Grantee and will be added to the Rates as set forth herein. The Grantee will pay Franchise Fee on amounts billed from commercial and special/roll off services customers.

SECTION 6. ASSIGNMENT.

A. The Franchise rights herein granted to the Grantee may not be assigned by Grantee except with the express approval of the Grantor, which approval may not be unreasonably withheld, and which must be reflected by a resolution of Grantor. In the event of such an assignment, Grantee will cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby, and which acceptance must include an affirmative statement evidencing such Grantee's intent to fulfill the obligations imposed by Grantee in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee must guarantee the performance of its assignee and such assignment will always be with full recourse to Grantee.

B. A transfer of more than 51% of the issued outstanding stock of Grantee constitutes an assignment for the purpose of this section. Likewise, any transfer of the voting rights amounting to 51% or more of the issued or outstanding stock of Grantee constitutes an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this Franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Material failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance is grounds for a forfeiture of this Franchise, but no such forfeiture may take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent of said default and Grantee has been given a reasonable opportunity to cure such default. Following receipt of the notice of default, Grantee will have thirty days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct identified material defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Manager a written protest within twenty days of receipt of Grantor's notice for identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue will first be submitted to non-binding mediation, and then, if till not resolved, it may be addressed by a court of appropriate jurisdiction located in Nassau County, Florida pursuant to Section 16 of this Ordinance.

SECTION 9. RATE CHANGES AND RIGHT OF FIRST REFUSAL.

A. The rates set forth in Section 30 may be adjusted annually beginning on the Anniversary Date of this Franchise to include the Consumer Price Index –Garbage and Trash Collection Services, Series ID, CUUR0000SEHG02. All Items (base year 1997=100%), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year after the completion of the month of September and any change will be implemented and effective with January billings each year. The Grantee agrees that the rate increase will be limited to a maximum of 4% per year and a minimum of 0%.

In October of each subsequent year during the term of the Franchise, the Grantor will notify the Grantee of the Consumer Price Index— Water, Sewer and Trash Collection Services by which the rates set forth herein may be adjusted. The rate increase will be effective starting with bills issued after December 31 of that year.

B. Grantor and Grantee agree that certain Changes in Law, as defined herein, may have such a substantial effect that a rate increase may be required. Grantee may petition the Grantor to adjust its fees based upon increases in the cost of doing business due to said Change in Law. The Grantee's request must be made within 120 days of the occurrence of such change or cost and must contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee must provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor must approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor will make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided however that Grantor may not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

C. Grantee may petition the Grantor to increase the rates based upon unanticipated and unusual increases in the cost of doing business due to reasons outside the reasonable control of Grantee. A request for an increase may be made at any time such change occurs and must provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor must approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor will make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided, however, that Grantor may not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

SECTION 10. PUBLIC NOTICES AND EDUCATION SERVICES.

A. The Grantee will partner with the City in developing and implementing public education and community outreach programs. The public education program should emphasize recycling and waste reduction. The Grantee will coordinate with the City in the messaging, publication, and dissemination of such information. The City retains final approval of all program materials. The Grantee must have a social media presence with a texting platform that can be offered to customers in an expedient manner. The Grantee is responsible for all expenses associated with the notices and education services and social media required herein and provide the same at no additional cost to the City.

B. The FRANCHISEE further agrees to conduct presentations for civic groups, Homeowners' Associations and other appropriate citizens' groups as deemed appropriate. The FRANCHISEE will

provide notices and educational services to help inform the public about the CITY's solid waste management system. The FRANCHISEE will be responsible for all expenses associated with the notices and educational services required herein.

C. Notices:

1. Notice for Commencement of Services: At least a sixty-calendar day notification before the coordinated Commencement (Residential, Multifamily Dwelling and Commercial Establishment) concerning the Grantee's Collection and Disposal Services. A 2nd Notice must be provided to Residential and Commercial customers approximately two weeks before the Commencement/Transition Start Date. The notices are to be mailed through the United States Postal Service, hand-delivered via door hangers and posted to social media. At a minimum, the notice to Residential and Small Commercial Customers must:

a. Identify each of the Scheduled Collection Days for the Customer receiving the notice.
b. Summarize the applicable Set-Out requirements and include other educational and promotional information coordinated between the Grantee and the City. The notice also may provide any other relevant information concerning the Grantee's services.
c. The City will retain final approval of all program materials prior to printing and/or distribution.

2. Notices for New Customers: The Grantee will design and print upon the City's approval and mail or deliver appropriate informational materials for each new customer. At a minimum, the notice must include the same information that is contained in the annual notice to customers. The Grantee will use the social media format to expedite this information.

3. Notices Concerning Changes in Collection Schedules: The Grantee must deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. Such Customers must receive notice approximately two weeks prior to the change. The City's decision on schedules, or changes thereof, is final. This Grantee will use the social media format for delivering this information immediately to the customer.

4. Notices for Holidays: The Grantee must provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Grantee will use the social media format for delivering this information immediately to the customer.

SECTION 11. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged to the extent negligently caused by it, its agents or employees' negligence or misconduct in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantee is not responsible for damage to roads or pavement resulting from the weight of trucks or equipment, which weight (within legal limits) the Grantee cannot control. The Grantor must notify the Grantee at least monthly of damages caused by the performance of its operations on streets within the City limits. The Grantor will have at least fourteen (14) days (after receiving notice) to resolve any damage.

SECTION 12. COMPLIANCE WITH LAWS.

Grantee must conduct operations under this Franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto.

SECTION 13. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

A. *INSURANCE*. Grantee must carry commercial general liability insurance in the amount of not less than $3,000,000.00 for each occurrence combined single limit and $5,000,000.00 general aggregate. Grantee will carry commercial automobile liability insurance coverage in the amount of $1,000,000.00 combined single limit, covering all of the trucks or other vehicles used for carrying out the work called for in this Franchise. Grantee will also carry umbrella excess liability coverage with a limit of no less than of $1,000,000. A certificate showing that the Grantee has in full force and effect the aforesaid insurance must be filed with the Grantor upon execution of this Franchise, and yearly thereafter endeavoring to provide said certificate at least thirty days prior to the date of the expiration of said policies or insurance for each year of said Franchise. The aforesaid insurance must be in such form and written by such companies whose A.M. Best rating is not less than A VII. All policies require thirty days advance notice of the cancellation of the insurance except as otherwise dictated by State law. Said policies of insurance shall name Grantor as additional insured for operations arising out of this contract. The Grantee must provide Grantor a separate written endorsement showing Grantor as additional insured for all lines of insurance required hereunder (other than workers compensation insurance). The insurance certificate is attached hereto as Exhibit "A."

B. *WORKERS' COMPENSATION COVERAGE*. Grantee must carry Workers Compensation insurance on all its employees and show proof of insurance to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least thirty days prior to any termination or revocation thereof except as otherwise dictated by law.

C. *INDEMNIFICATION*. The parties recognize that Grantee is an independent contractor. Grantee agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, and employees (the "City Parties") , from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of the Grantee, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Grantee in the performance of this Agreement; provided however, Grantee will have no obligation hereunder to indemnify, defend or hold harmless the City Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the City Parties. Grantee's liability hereunder will include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City will reimburse Grantee for all reasonable attorney's fees and costs incurred by Grantee to defend such enforcement action. The obligations contained in this provision will survive for a period of three years after termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will

be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The City agrees to indemnify, hold harmless, and defend the Grantee, its officers, directors, employees and affiliates (the "Advanced Parties") from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City shall have no obligation hereunder to indemnify, defend or hold harmless the Advanced Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the Advanced Parties. The City's liability hereunder will include all reasonable attorney's fees and costs incurred by Grantee in the enforcement of this indemnification provision in the event the Grantee prevails in such enforcement action. In the event Grantee does not prevail in its enforcement of this indemnification provision, Grantee will reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this provision will survive for a period of three years after termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

SECTION 14. PERFORMANCE BOND.

Grantee must furnish to the Grantor a performance bond, on a form approved by the Grantor, for the full performance of this Franchise and all of the obligations arising hereunder in the amount equal to the annual contract amount. Said bond must be executed by a surety company approved by Grantor and licensed to do business in Florida. The Performance Bond is attached hereto as Exhibit "B."

SECTION 15. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this Franchise will not affect the right of the Grantor to enforce same; nor will waiver by the Grantor of any breach of any provision in this Franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, will have the right to terminate this Franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 16. DISPUTE RESOLUTION.

This Franchise is governed by the laws of the State of Florida, and if any controversy arises between the parties either party may pursue all available legal remedies in the appropriate Nassau County, Florida, court.

SECTION 17. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation requested under this Franchise, the Grantee will continue to render service in full compliance with all terms and conditions of this Franchise regardless of the nature of the dispute and Grantor will continue to pay Grantee for its services.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this Franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Nassau County, Florida, in an appropriate suit instituted by Grantee.

C. If the term of this Franchise is not renewed, Grantee must continue to provide service for ninety days following expiration or until a substitute Grantee is in place, whichever comes first.

SECTION 18. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three consecutive scheduled working days or materially breaches any other substantive provision of this franchise, and fails to cure said breach within three working days after receipt of written notice of said breach by the Grantor, the Grantor may proceed as follows (provided such failure is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee): Enter into contract(s) or agreement(s) with any other qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is able to satisfactorily fulfill its responsibilities under this Franchise as determined solely by the Grantor.

SECTION 19. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee is required to provide curbside recycling to all residential customers.

B. Grantee must collect all residential recycling materials within the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee must perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials will be curbside, or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee will pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts placed at the curbside. The Grantee, at its own cost, will distribute one cart to hold recyclable materials to be collected to each single-family residence within the service area. Multi-family housing units interested in a recycle program will negotiate with Grantee directly to determine feasibility for implementation. The carts will be replaced by the Grantee as required. The Grantee must maintain an adequate supply of carts at all times.

E. The Grantee will collect all recyclable materials set out for the purpose of recycling from all single-family residences. The collection of recyclables will be conducted using a single cart, furnished by the Grantee, for a commingled/single stream system. As it becomes economically feasible, the Grantee will provide adequate containers to initiate a multi-material recycling program.

F. All refuse and recyclable materials hauled by the Grantee must be so contained, held or enclosed that leaking, spilling or blowing are prevented.

G. The Grantee will make collections with as little noise and disturbance to the residents as practicable and in conformance with the City's Noise Ordinance. Grantee will handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee must be picked up immediately. Recycling carts must be thoroughly emptied.

H. Grantee will collect recyclable materials within the service area one time per week. The day of collection will be the same day as the regular collection day for solid waste.

SECTION 20. RECYCLING PROGRAM.

A. The Grantee is responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by percent for each material, volume of solid waste diverted from landfill by percent, weight by material of items recycled, neighborhoods above or below average participation and other information requested by Nassau County or the State of Florida to meet the requirements of the Solid Waste Management Act, any requirements of Florida House Bill 7243, or to obtain grant funds from the Solid Waste Management Trust Fund. The Grantee must furnish an annual report to the City containing the requested information. Reports should be on forms and in a format required by the Grantor.

B. To the extent possible, based on availability, capacity and market prices, the Grantee may market the recyclable materials through local business operations in the City of Fernandina Beach. At a minimum, the Grantee shall provide for taking, marketing or storing recyclables at a permitted landfill.

C. The Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase beyond reasonable cost projections.

D. *Acceptable and Non-Acceptable recycle items*. Acceptable items for recycle are as follows:

Household Sized Containers – Must be empty and dry (1 gallon or 1 liter max)
(1) Plastic Resin Codes #1 thru #7 (Code is on the bottom of container)

(2) Glass (All Colors)

(3) Metal Cans (Aluminum & Tin)

Household Paper Materials – Max single item size may not exceed 2ft. by 2ft
(4) Cardboard Boxes (Must be flattened and, if needed, cut to size.)

(5) Brown or Grey Food Boxes (Cereal, Dry Food, Baking Ingredients, etc.)

(6) Mailing Supplies (Junk Mail, Envelopes, Letters, etc.)

(7) Newspapers (Inserts & Catalogs)

(8) Brown Paper Bags

(9) Office Paper (Copy & Print Paper, File Folders)

(10) Brown or Gray Fiber Packages (Soda Cartons, dry food packages, etc.)

NEVER Acceptable Items & Material

(1) Plastic Film (No Grocery Bags, Tarps, etc.)

(2) Food (No Wet or Dry Food Waste)

(3) Scrap Metal (No metal except household size containers)

(4) Wood (No Yard Waste, Construction Material, etc.)

(5) Fabric (No Clothes, Shoes, Blankets, Cloth, etc.)

(6) Electronics (No Batteries, Computers, Phones, etc.)

(7) Chemicals (No Paint, Oil, Aerosols, etc.)

(8) Tires (No Tires of any size)

SECTION 21. COLLECTION SERVICES AND OPERATIONS.

A. *Residential*

1. Frequency of collection: Grantee will, on a regularly scheduled day, pick up solid waste at the curbside adjacent to each residence all household garbage one time per week; bulk waste will be collected one time per week on days agreed upon by the Grantee and Grantor. Pickups may not be reduced by holidays, and pickups normally scheduled to be made on a holiday must be rescheduled and occur in the same week as the holiday. Grantee, at its sole expense, must notify residences served of the holiday observed and regular pickup schedules at least five days in advance by publication in a local paper or other means approved by Grantor.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: Thanksgiving Day and Christmas Day.

2. Schedule: Regularly scheduled pick up days for household garbage will be as agreed upon between the Grantor and the Grantee. All schedules and routes are subject to rescheduling as mutually agreed to by the Grantor and Grantee. The Grantor, at the request of the Grantee or on its own, may extend, suspend, or modify these schedules in the event of a natural disaster, health hazard, or any other state of emergency requiring such action.

3. Quantity: Grantee is required to pick up all household garbage generated by residential premises, provided same is placed in the garbage cart. Only the content contained in the cart will be collected. Nothing placed outside the cart will be collected except for bulk waste as provided for in this agreement.

4. Collections. All collections will normally be made in residential areas no earlier than 6:00 am and no later than 8:00 pm, with no service on Sunday, except in declared emergencies. Grantee will make collections with minimal noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts must be handled carefully by the Grantee and thoroughly emptied and left where they were found at the curbside. All work must be done in a safe and sanitary manner. All waste spilled by Grantee must be picked up and removed by Grantee. Grantee will provide a single-axle truck for servicing certain compact residential areas, such as Amelia Park.

5. Special services: Services such as back door collection, removal of any refuse other than garbage or rubbish as defined herein, including white goods and appliances or additional pickups will be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Charges for special services will not be unreasonable or excessive. Household garbage services will be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge.

6. Roll-out/Roll-back service: Those customers holding a Short-Term Resort Rental license are required to have Roll-out/Roll-back service, for which a fee will be charged.

7. Hazardous materials: Grantee will not be required to collect hazardous materials, including without limitation Hazardous Waste.

8. Location of Residential Waste for collection: Persons in occupancy of each residence must place their garbage carts at the curb no sooner than 6:00 pm the day before a scheduled pick-up and remove the garbage carts by midnight of the day of the pick-up, unless the occupant or resident has been approved for back door, side door, or roll-out/roll-back pickup or the occupant of resident has negotiated a special service collection at another location.

9. Customer restrictions: Grantee will not be required to collect Residential Waste when such waste is not generated on the residence served. Grantee has the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

B. *Commercial*

1. Frequency of collection: Grantee will, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday will be rescheduled with the approval by the commercial establishment.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: Thanksgiving Day and Christmas Day.

2. Schedule: Commercial collection will be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend, or modify these schedules in the event of a natural disaster, health hazard, or any other state of emergency requiring such action.

3. Quantity: Grantee is required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a Grantee provided waste receptacle.

4. Collections: All collections will normally be made at commercial establishments no earlier than 3:00 am and no later than 8:00 pm. These times may be adjusted by mutual agreement of the parties. Grantee will make collections with minimal noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles must be handled carefully by the Grantee and thoroughly emptied and left where they were found. All work must be done in a safe and sanitary manner. All waste spilled by Grantee must be picked up and removed by Grantee.

5. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein will be considered requests for special pickup services. Charges for special services will not be unreasonable or excessive and are subject to the City's Franchise Fee.

6. Garbage and rubbish: Garbage and rubbish must be placed for collection within a commercial container.

7. Hazardous and biohazardous materials: Grantee will not be required to collect hazardous or biohazardous materials or Hazardous Waste.

8. Location of commercial waste for collection: All commercial establishments receiving service pursuant to this Franchise must keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

9. Customer restrictions: Grantee will not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee has the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

10. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor must be clearly marked, specifying the manner in which the container falls to meet the requirements. Such marked, nonconforming containers will be removed from service by the Grantee.

C. *Special Events*

1. In addition to regular residential and commercial collections, Grantee will be the service provider for collection services during and after City-sponsored special events. These events include, but are not limited to, the annual Shrimp Festival occurring the first weekend in May of each year. The Grantee will provide these services at an approved rate.

SECTION 22. OFFICE HOURS.

The Grantee's office must remain open for residential and commercial establishment customers Monday through Friday from 8:00 am to 5:00 pm for the purpose of handling complaints, requests for new or replacement containers and to schedule bulk pick-ups, and for that purpose, there must an adequate number of telephones and a responsible person in charge during the hours specified above. The Franchisee must maintain a local calling area phone number, to receive customer inquiries and complaints during the business hours stated in this section. These requirements do not apply on the legal holidays identified in Section 21.

SECTION 23. COLLECTION EQUIPMENT.

The Grantee must always have on hand sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment must be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment must be kept clean, sanitary; neat in appearance, in good repair at all times, and be equipped with back-up warning lights and alarm. The Grantee must always have available reserve equipment which can be put into service and operation within two hours of any breakdown. Such reserve equipment must substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 24. DISPOSAL.

All garbage and solid waste must be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The Grantor reserves the right to approve or disapprove of sites, taking into

account all governmental regulations, routes within the Franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites and facilities.

SECTION 25. ROUTES AND SCHEDULES.

The Grantee must periodically provide the Grantor with schedules of residential collection routes and always keep such information current. In the event of changes in routes, schedules, or other program changes that will alter the day of pickup or the type of materials that are picked up, Grantee must notify each customer affected by either direct mail or door hangers which the Grantor must approve for such purpose. All such changes in routes, schedules, and programs will also be immediately communicated to Grantor at the time determined by the Grantee.

SECTION 26. GRANTEE PERSONNEL.

Grantee will assign a qualified person to be in charge of operations under this Franchise and give the name, direct contact information, and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle must at all times carry a valid CDL driver's license for the type of vehicle being driven, and it is the Grantee's sole responsibility to assure that all drivers are properly licensed. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent, or discourteous in the performance of his or her duties. Grantee must provide operating and safety training for all personnel. Wages of all employees of Grantee must be equal to or exceed the minimum hourly wages for such employees established by local, state, or federal law. Grantee must supply a schedule of all employee wage scales to Grantor upon request.

SECTION 27. SPILLAGE AND LITTER.

A. The Grantee may not litter on any premise in the process of making collections but will not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided, unless previous arrangements have been agreed upon between the Grantor and the Grantee.

B. During hauling, all solid waste or liquids must be contained, held, or enclosed so that leaking, spilling, or blowing is prevented. In the event of spillage by the Grantee, the Grantee must promptly clean up the litter.

SECTION 28. STORMS, & FORCE MAJEURE EVENTS.

A. The performance of any act by the Grantor or Grantee hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, pandemic, war, rebellion, terrorism, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, in the event Grantee is delayed or suspended in its performance for more than forty-eight hours due to a condition of force majeure, the Grantor has the right to provide substitute service from third-party contractors or Grantee's forces and in such event the City will withhold payment due Grantee for such period of time (beyond 48 hours) in which service is not provided by the Grantee. If the condition of force majeure exceeds a period of thirty (30) days, the Grantor, after providing Grantee notice and a reasonable opportunity to cure, may at its option and discretion, cancel or renegotiate this Agreement.

B. In the case of a storm or disruption caused by other force majeure event (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee must inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee will provide notice to residential premises and commercial establishments in the service area.

C. In the event of a declared disaster and/or any event requiring mass cleanup operations during the period of the Franchise, Grantee must, if requested and to the extent directed by the Grantor, participate in said cleanup. Grantee will be compensated by the Grantor in accordance with terms and conditions of a negotiated agreement.

D. The Grantee will have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The Grantee must have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the Grantee's resources are insufficient to affect a timely clean-up. Such agreement must contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement must be reviewed and approved by the City. In the event of a small disaster, the City and the Grantee will meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan. In the event of a natural disaster or a severe domestic disturbance, the City will have the option to utilize any combination of the Grantee's services, the Grantee's subcontractors, the City's own contractors, or any adjacent municipality or County forces provided through mutual aid. In the event of a natural disaster such as a hurricane, the Grantee will be expected to continue with collection services and closely coordinate with the City when to cease operations within the City's limits. Currently, the City's Disaster Plan calls for the Grantee to resume and continue the collection schedule as soon as safely possible.

SECTION 29. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap, disability, military or veteran status, national origin, familial status, marital status, sexual orientation, gender identity, or gender expression. Said nondiscrimination policy applies to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Franchise, provided, however, that Grantee will not be required to produce for inspection any record covering any period of time more than two years prior to the date of the Franchise.

SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

A. *Rates:*

1. For the residential collection of garbage, recycling, and bulk waste/mixed piles, the fee paid to the Grantee by the Grantor shall be $25.17 per month for one time per week service at the Effective Date and will remain until the next CPI rate adjustment provision specified in Section 9 is applied in

2025. A breakdown of the initial residential garbage, recycling, and bulk waste/mixed piles collection fees as of January 15, 2024, are shown below:

Residential Rates	**Fee Charged by City**	**Rate Paid to Waste Management**
Garbage – once a week	$14.09	$12.81
Recycling – once a week	$9.84	$8.95
Bulk Waste/Mixed Piles – once a week	$3.75	$3.41
TOTAL	$27.68	$25.17

Additional Optional Services Rates

Residential Rates	**Fee Charged by City**	**Rate Paid to Waste Management**
Garbage – once a week, roll out roll back service	$21.91	$19.92
Recycling – once a week, roll out roll back service	$17.46	$15.87
Garbage – Additional Cart	$10.57	$9.61

* Total combined monthly Residential Rate for residents who receive an additional garbage cart is $34.78 paid to WM and $38.26 charged to the resident by the City.

- no personal carts/containers may be used

2. For garbage collection during the initial term of this Franchise, the monthly rate for commercial establishments fees as of January 15, 2024, is shown below and will remain until the next CPI rate adjustment:

Commercial Rates							
Rates For:	1 pickup per week	2 pickup per week	3 pickup per week	4 pickup per week	5 pickup per week	6 pickup per week	7 pickup per week
95-gallon carts (max 10)	$23.53	$47.06	$70.59	$94.12	$117.65	$141.18	$164.71
2-yard container	$71.27	$142.55	$213.82	$285.09	$356.37	$427.64	$498.90
4-yard container	$142.55	$285.09	$427.64	$570.19	$712.74	$855.28	$997.81

6-yard container	$213.82	$427.64	$641.46	$855.28	$1,069.10	$1,282.92	$1,496.71
8-yard container	$285.09	$570.19	$855.28	$1,140.38	$1,425.47	$1,710.56	$1,995.61
4-yard Vertipac Compactor*	$570.20	$1,140.36	$1,710.56	$2,280.76	$2,850.96	$3,421.12	$3,991.24

- Vertipac Compactors are also subject to a $550/month rental per unit.
- prices listed do not include 10% franchise fee provided for in Section 5
- no personal carts/containers may be used

3. The rates for other services as of January 15, 2024, are shown below and will remain until the next CPI rate adjustment:

Other Services	
10-yard roll-off price per haul	$272.70
20-yard roll-off price per haul	$272.79
30-yard roll-off price per haul	$272.79
Garbage compactor price per haul	$294.89
Special Clean-up of right-of-way	$150/hour
White Goods (on call service)	$23.35/per item
Special Cleanup (rear loader, driver & helper)	$150/hour
Special Cleanup (grapple truck, operator)	$150/hour
Beach Access Collection Service	$4.30/per container

*Prices listed do not include 10% franchise fee provided for in Section 5

4. During the term of this franchise no fuel surcharges may be applied or charged by the Grantee.

B. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, parks including parks, complexes, and recycle stations at no charge. The Grantee will provide six commercial containers of not less than six cubic yards each at no cost to the City for City sponsored events such as City-wide cleanups. Grantee will provide daily solid waste pickup in the Downtown Area, which has approximately 55 ornamental cans that must be emptied seven (7) times week (excluding holidays) at no additional cost to the Grantor.

C. *Billing for Services*

1. Residential and Special Services.

a. The Grantor will bill for residential collection services. The billing will be in conjunction with the other utility billings performed by the Grantor, or such other method as the Grantor may from time to time determine. Bills will be sent to the residential units, not less than monthly. Therefore, the Grantee will receive payment monthly, based on up-to-date active monthly Residential Units.

b. Requests for opening new residential accounts will be received at the City. The customer will then be referred to the Grantee to request new containers. Within 1 business day of receiving said requests from the new customer, the Grantee is required to provide a new garbage cart and recycle cart (if requested) and begin the service for the new customer on the next scheduled pick-up. At the time of delivery of the garbage cart and recycle cart, the Grantee must provide written notice to the new customer of the pick-up days for all service.

c. In consideration for the Grantor handling the customer billing for Residential Units, payment and related customer service functions related to billing, Grantee will pay to Grantor the sum of 1% of the previous month's net billing to Grantor. This payment will be due within fifteen days of the invoicing of such billing and payment processing fee by Grantor.

D. Billing for Commercial and Special Service

1. **Billing**. The Grantee will be solely responsible for billing Commercial Customers and collecting all rates, fees, and other charges from its Customers for the Commercial Collection Services the Grantee provides under this agreement. The Grantee also will be responsible for the payment of all Tipping Fees associated with the disposal of the Solid Waste and other material collected by the Grantee when providing its Commercial Collection Services. The Grantee may bill its Commercial Customers in advance for the Commercial Collection Services the Grantee will provide during the next Operating Month.

2. **Rates – General**. The Rates in Exhibit Section 30 are the maximum amounts to be charged for the Collection Services provided by the Grantee pursuant to this Agreement. The Rates must be applied uniformly to all Customers receiving Collection Services from the Grantee within the City after the Commencement Date. The Grantee must utilize the Rates in Exhibit Section 30 and no others, when billing its Customers or the City. These rates are subject to an annual adjustment as set forth in this Agreement in Section 9. An account will be delinquent once a service unit fails to pay the billed amount for Collection Services within a period of one (1) month. The Grantee may stop service for a delinquent account and may charge a re-start fee of one hundred twenty-five dollars ($125.00) to resume service. The Grantor will not be held liable for Grantee's failure to bill or collect for Commercial Collection Service. The Grantee will always be liable to the Grantor for any Franchise Fee or Administrative Fee that should be collected and remitted to the City monthly. Extra pickups will be charged at $16.00/yard with a $135.00 minimum charge. Customer invoice will also have a line-item billing charge of $8.50. Customer invoice will also contain a line-item for the Franchise Fee that will be remitted to the City. Please refer to the below section E. C.L.E.A.N. Program for additional charges that may be applied to commercial customers.

3. **Payments for Special Collection Services.** The Rates for Special Collection Service will be paid in addition to the Rates for the routine Collection Service received by the Customer. The

Grantee is solely responsible for billing its Customers and collecting the applicable Rates for any Special Collection Services the Grantee provides pursuant to this Agreement. In cases where there are no established Rates in this Agreement for the requested Special Collection Service, the Grantee and the Customer will negotiate a mutually acceptable Rate for the Grantees services. The Grantee will not be entitled to any compensation for a Special Collection Service unless the Customer agreed to pay the applicable Rate before the Grantee provided its service.

4. **Payments for Shared Mechanical Containers.** The Grantee may prorate its charges to accommodate Customers that share a Mechanical Container; however, the charges collectively will not be more than the amounts set forth in the approved Rates, unless the City Contract Administrator approves the Grantee's charges in advance, based on special circumstances. Similarly, the City Contract Administrator may require a shopping center to receive and pay for Collection Service that is greater than the sum of the needs of the individual shops sharing a Mechanical Container, if the public also is using the Mechanical Containers in the shopping center.

5. **C.L.E.A.N. Program.** C.L.E.A.N. Program is a proactive program that takes action against overflowing containers in the commercial areas of the city to promote health, safety, and cleanliness in the city. The program is a proven approach to keeping communities clean, reducing litter, and illegal dumping with the goal of having all customers on the correct level of service. The program will have a zero cost to the City with the following provisions:
    a) Thirty (30) days prior to the commencement of the CLEAN program in the City, Grantee will notify each of its Customers that receive or will receive their garbage service by Commercial Container of the implementation of the CLEAN program. For purposes of this section, all notices shall be provided to the address of record provided to the Grantee.
    b) Overfilling Commercial Containers present safety and health risks to the residents and businesses of the city. In the event Grantee determines a Customer's Container is overfilled with waste during a collection event, Grantee will take a digital photograph of the overfilled container in such a manner to present evidence of such Overfilling. For purposes of this section, overfilling is defined as a container overloaded such that the lid does not close securely and is displaced by at least ten (10) inches.
    c) Grantee will provide to the Customer, notice of such Overfilling on the Customers next invoice for each event of Overfilling. Grantee may charge the customer the amount of two hundred dollars ($200) per event; however, overfilling charges may not exceed eight hundred dollars ($800) per month, per Customer. Grantee will take reasonable steps to seek to increase the Customer's level of service by providing a larger container for the Customer and/or by increasing the frequency of service. If the Customer refuses the attempt to correct the Overflowing issue, Grantee will forward information to City code enforcement. Upon collection of the Overfilling charge from a customer, Grantee will remit twenty dollars ($20) to the City as the Franchise Fee.

SECTION 31. COMPLAINTS & CHARGES FOR FAILURE OF PERFORMANCE.

A. Grantee will have one business day (see also Section 8 above) to collect any Residential Solid Waste that was not collected at the regularly scheduled pick up time and have seven days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified complaints. Grantee will supply Grantor weekly with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record must be available for inspection by Grantor during the business hours specified herein. The complaint record/form will indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it must be remedied the next working day. The Grantee must establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure. To prevent misunderstanding and any litigation, the Grantor, will decide all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the acceptable fulfillment of the contract on the part of the Grantee; and the Grantor will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination will be final, conclusive and binding upon both the Grantor and the Grantee so long as such determination is not unreasonable or arbitrary. The Grantor must make such explanation as may be necessary to complete, explain or make definite the provisions of this Franchise; and its findings and conclusions will be final and binding upon both parties, provided such determinations are not unreasonable or arbitrary.

B. Upon the recommendation of the City Manager or his designee, and reasonable notice to Grantee (within thirty (30) days of the event giving rise to the administrative charge), administrative charges may be assessed against the Grantee should it be determined that:

1. Total residential complaints during any calendar month involve more than 4% of the total residential customers within the service area:
2. Total residential complaints during the Grantor's fiscal year exceed more than 5% to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than 3% of the total commercial customers with the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than 6% to the total commercial customers within the service area; or
5. Where the lack of performance by Grantee is continuous and determined by the City Manager to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection includes the direct and indirect economic effects of Grantee's failure to perform.

C. Administrative charges will be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein. Grantee is required to keep accurate records of complaints received, and must forward all complaints to the City Manager, or the City Manager's designated representative. The City Manager may verify complaints through whatever means he deems to be appropriate, including field review or contact with the individuals filing the complaints. Complaints verified by the City Manager will be assessed administrative charges in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

1.	Failure to clean up spilled refuse per incident	$50 per incident
2.	Failure to collect solid waste per location or special collection solid waste at any premises at or within the service area	$50 per incident
3.	Failure to complete each route on the regular scheduled pickup date	$1,000 per route not completed
4.	Failure to keep equipment in clean, safe and sanitary manner	$100 per vehicle per day
5.	Failure to have vehicle operator properly licensed	$100 per day per incident
6.	Failure to maintain office hours as set forth in Section 22	$100 per incident
7.	Failure to replace or repair any damage caused by Grantee or his personnel	$25 per incident

D. Within five business days of the date of the City Manager's action imposing such administrative charge, Grantee must be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest stating the reasons for disagreement within five business days of the receipt of the notice of an assessment. The protest will be acted upon by the City Commission at a regularly scheduled meeting.

SECTION 32. MISCELLANEOUS.

A. Notices. All notices required herein will be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

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

With a copy to the City Attorney at the same address.

For the Grantee:

Attn: Larry Becker
Waste Management Inc. of Florida
450496 State Road 200
Callahan, FL 32011

SECTION 33. PUBLIC RECORDS LAW AND OBLIGATIONS.

Pursuant to Section 119.0701, Florida Statutes, Grantee must: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

SECTION 34. REPEAL OF SECTIONS IN CONFLICT.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 35. SEVERABILITY.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this Franchise will not be affected.

SECTION 36. EFFECTIVE DATE.

This ordinance will take effect immediately upon its final adoption by the City Commission of the City of Fernandina Beach, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk.

PASSED AND ENACTED this _____ day of _____, 2023, at public hearing on second and final reading.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



_____	_____
CAROLINE BEST	TAMMI E. BACH
City Clerk	City Attorney

Date of First Reading: May 16, 2023
Date of Advertisement:
Date of Second Reading and Public Hearing:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ___ day of _____, 2023.

CITY OF FERNANDINA BEACH

_____	_____
Charles L. George	Bradley M. Bean
Interim City Manager	Mayor-Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



_____	_____
Caroline Best	Tammi E. Bach
City Clerk	City Attorney

WASTE MANAGEMENT INC. OF FLORIDA

_____
Waste Management Representative

Print Name:_____
Title:_____

WITNESS

_____

Print Name:_____

ORDINANCE 2023-10

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

WHEREAS, the City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal services; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain control over the use of public rights-of-way by refuse collection to assure against interference with the public convenience, to promote aesthetic considerations, and to protect the public investments in right-of-way property; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to utilize quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Fernandina Beach finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Fernandina Beach are promoted; and

WHEREAS, the City granted a solid waste franchise to Advanced Disposal Services Stateline, LLC, beginning January 15, 2019, and assigned the franchise to Waste Management Inc. of Florida January 4, 2022; and

WHEREAS, the City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 22-08, and the evaluation committee recommended Waste Management Inc of Florida; and

WHEREAS, the City Commission authorized negotiations with Waste Management Inc. of Florida for a franchise agreement via Resolution 2022-219; and

WHEREAS, the City of Fernandina Beach finds it is in the best interests of the City to repeal Ordinance 2018-10 as of January 14, 2024, and to grant a new solid waste franchise for 5 years beginning January 15, 2024; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021, and Chapter 403, Part IV, Florida Statutes.

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

SECTION 1. DEFINITIONS.

"Anniversary Date" means the date that is one year after the Effective Date of this Franchise Ordinance.

"Authorized Hours for Collection" means the hours that the Grantee is authorized to collect all types of solid waste and recyclables at customer locations within the City's limits. The authorized hours for collection are between the hours of 6:00 am and 8:00 pm for residential collection inclusive, unless otherwise authorized by the City for a specific duration. The authorized hours for collection for commercial collection are between 3:00 am and 8:00 pm inclusive, unless otherwise authorized by the City for a specific duration. Special consideration will be given for certain commercial establishments that neighbor residential properties.

"Beach Accesses" mean accesses located along the 6 miles of beach located within the City limits. Accesses contain approximately 50 garbage carts that are serviced one (1) to seven (7) days per week depending upon the season. This service will be provided by the Grantee for a separate rate listed in Section 30.

"Bulk Waste" means large, discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, e-waste, and abandoned and improperly placed dumps of the same. Loose construction or demolition debris is considered commercial. The Grantee has the right to charge for extra bulk waste pickup which is greater than 3 cubic yards.

"Cart" means:

1) A sixty-five gallon or ninety-five gallon container on wheels with attached lids, serviced by collection vehicles with a side-arm (or tipper) that mechanically collects and empties the

container, provided by the Grantee for garbage/trash collection or service at residential and small commercial account locations;

2) All carts must have imprinted on each on each of the main body a City logo with City name, as approved by the City, and a serial number imprinted on another side of the main body. All carts with the City logo(s) with City name will automatically become the property of the City, at no additional cost to the City, on termination of the Grantee contract and the Grantee inventory will be transported to the City location identified by the City at no additional cost to the City.
3) Selection of cart manufacturer and type/specifications and markings are subject to City approval prior to purchase by the Grantee.
4) The cost of purchasing providing, maintaining, and replacing of all carts to customer account locations is the responsibility of the Grantee at no additional cost to the City and will be - part of the collection and disposal costs in the Grantee unit price rates

"Change in Law" means:

1) The adoption, or modification after the date of this Franchise of any substantially increased federal, state or local fees or taxes, law, regulation, order, statute, ordinance or rule that was not adopted, promulgated or modified on or before the date of this Franchise, or

2) The imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Franchise, which in the case of either (1) or (2) establishes requirements affecting the Grantee's operation under this Franchise in a substantial manner so as to make the performance of the requirements of this Franchise more burdensome than before the change of said law. Any change in tax law or workers compensation law will not be considered a change in law pursuant to this definition.

"City" means the City of Fernandina Beach, Nassau County, Florida, a municipal corporation, its government and the City Manager, and/or his authorized or designated representative(s); and may also be referred to as Grantor or Franchisor.

"Commercial" or "Commercial establishment" means any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial establishments utilize commercial container units such as Grantee provided dumpsters or customer provided containers that are mechanically emptied by other means than cart collection vehicles. These consist of, but are not limited to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.

"Commercial collection and disposal services" means garbage and trash collection and disposal service for commercial establishments utilizing containers other than those described as carts for collection of garbage/trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by means other than cart collection vehicles. The Grantee must provide the following collection and disposal services to each customer location – garbage/trash, recycling (at customer option) and bulk waste.

Commercial establishments in this service category may use, but are not limited to, any of the following for the accumulation of garbage/trash:

1) Carts as defined as above.

2) Dumpster containers, provided by the Grantee, *at no additional cost to the City or account holder*, in two (2), four (4), six (6), eight (8) cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots). Provision, collection, disposal, and servicing are provided in the price per pull.

3) Roll-off containers, provided by the Grantee, *at no additional cost to the City or account holder*, to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the City, when permanent-use roll-off service is approved by the City, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are provided in the price per pull.

4) Commercial cardboard containers in the downtown district provided by the Grantee, *at no additional cost to the City or account holder*. Currently, there are approximately four (4) 8-yard cardboard recycle dumpsters for this purpose.

5) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion/direction of the City.

6) Grantee-provided solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull.

"Commercial trash" means any and all accumulations of such combustibles as paper, rags, wood, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial trash includes all trash placed in public receptacles, on public streets, in parks and playground, and in other public places. Commercial trash includes bulk items or piles greater than 3 cubic yards.

"Company" refers to Waste Management Inc. of Florida, ("Waste Management") which may also be referred to as the Grantee or Franchisee.

"Construction and Demolition Debris" means discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

"Commission" means the City Commission of the City of Fernandina Beach, Florida.

"Curbside Collection Point" means that area on or adjacent to the driveway within five feet of, and in no case more than ten feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to City review. For disabled and/or elderly customers properly acknowledged, this may mean the side door or other designated collection point. The Grantee is responsible to appropriately identify, subject to City review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The Grantee will provide side door pickup at no additional cost to the City. This is also referred to as roll-out, roll-back service.

"Designated Recovery Facility" means the recycling/processing center(s) specifically agreed upon by the Grantee and the City for the recovery of recyclable materials.

"Disaster debris" means any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and man-made material.

"Downtown" means the Fernandina Beach Historic Downtown area between South 8th and Front St. and Alachua St. and Ash St. Downtown area has approximately 55 ornamental cans that must be emptied daily up to seven (7) times per week, excluding select holidays, subject to City review.

"Franchise" means this Franchise Agreement.

"Effective Date" means January 15, 2024.

"Excluded waste" means any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by City representatives; public works construction projects whether performed by a governmental unit or by contract; materials deemed by the City to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.

"Franchise Fee" means the fees set forth in Section 5 of the Franchise.

"Garbage" includes and means all accumulation of animal, fruit or vegetable and any other matter, of any nature whatsoever which is subject to decay, which may serve as breeding or feeding material for flies and/or other germ carrying insects; bottles, cans, or other food containers which due to their ability to retain water may serve as a breeding place for mosquitoes or other water breeding insects, and does not include recycling; and abandoned and improperly placed dumps of the same.

"Grantee" means Waste Management Inc. of Florida, ("Waste Management") or "Franchisee" who is granted this exclusive Franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" means the City of Fernandina Beach, Florida or "Franchisor".

"Gross Revenue" means and includes any and all fees received by Grantee for service and disposal which were generated within the service area pursuant to this Franchise with the exception of those fees associated with storms and other emergencies as defined in Section 28.

"Hazardous waste" means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics.

"Household trash" means any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage.

"Net revenue" means gross revenue less expenses directly and proximately related to the operation of the Franchise.

"Occupant" or "Resident" includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other, groups or combinations permitted under Florida law.

"Plastic liner" means a plastic bag no larger than a thirty-five-gallon garbage can of sufficient strength to hold contents securely tied at top, not to exceed fifty pounds when full.

"Receptacle" is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage/trash or recycling and that is emptied by the Grantee such as a cart, dumpster, compactor, roll-off, etc.

"Recycling" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and Multifamily Dwelling collection accounts, and Commercial collection accounts (optional participation) in the recycling service area.

"Recycling carts" means the carts purchased and distributed by the Grantee on behalf of the City for the intended use as a receptacle for recyclable materials for Residential and Multifamily Dwelling customers. Commercial customers may also use Recycling Carts as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these carts shall be the responsibility of the Grantee at no additional cost to the City.

"Recycling Collection Service" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and multifamily dwelling collection accounts, and commercial collection accounts (optional participation) in the recycling service area.

"Recyclable Materials" mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-automotive, non-toxic liquid, and such other materials, as mutually agreed by the Grantee and the City, that are recyclable, source separated and co-mingled for single stream recycling collection. Section 20: Recycling Program contains a more detailed list of Acceptable and Non-Acceptable recycling items.

"Recycling service area" refers to the corporate limits of the City of Fernandina Beach, Florida as hereafter amended through annexation.

"Residential collection & disposal service", also known as Residential Cart Pickup Service, means garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing cart pickup garbage/trash collection

service. The Grantee will provide the following collection and disposal services to each customer location: garbage/trash, recycling, and bulk waste.

"Roll-out, Roll-back" service means the Grantee provides, at no additional cost to the City, roll-out, roll-back service for elderly or disabled residents. This service will be provided to elderly residents or those with short-term or long-term disabilities who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request roll-out, roll-back service by providing to the Utility Billing Department a physician's note, detailing the duration of the disability. Upon the City's approval, the resident is notified with the confirmed period of roll-out, roll-back service. The Grantee will collect, within the City-approved time period, the elderly/disability resident's refuse and recyclables from their side door or designated locations on the property. The roll-out, roll-back service is available to all other City residents for an additional charge.

"Solid Waste or Refuse" includes and means all garbage, dead animals, bulk waste, household trash, construction and demolition debris, commercial trash, and abandoned and improperly placed dumps of the same.

"Special material" means large materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. With the exception of major appliances, all wastes such as furniture, "do it yourself" building materials, non-containerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up at the curb as a special service of the Grantee at an additional charge. This service will be limited to materials that can safely be collected by the use of a rear-load vehicle with a helper. All fees received by the Grantee for the collection of special materials are subject to the City's Franchise Fee.

"Surety" means the party who is bound with and for the Grantee to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

"White Goods" means refrigerators, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar household large appliances. Discarded major appliances will be collected by Grantee at a charge specified in Section 30.

"Yard Waste" means every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper/ abandoned dumps of the same.

SECTION 2. GRANT OF FRANCHISE.

A. Grantee is hereby granted an exclusive, mandatory residential and commercial Franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this Franchise for the purpose of collecting and disposing of residential recyclables, residential

and commercial trash, garbage and other refuse generated by the citizens, residents and inhabitants of the City of Fernandina Beach, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

B. Grantee understands and agrees that Grantor has the right to use the services of another vendor/contractor for select recycling services such as recycling events and the operation of the City's Recycling Center without breaching the exclusivity granted in Section 2(A) above.

C. Request for Proposals #22-08, including all addendums thereto of the City of Fernandina Beach, is herein incorporated by reference, as is the response to the Request for Proposals #22-08 and the rate proposal submitted by the Grantee.

SECTION 3. LIMITS OF FRANCHISE.

This Franchise covers the corporate limits of the City of Fernandina Beach, Florida. Grantee agrees that the limits of the Franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. This Franchise will be for a period of five years through January 14, 2029, unless sooner terminated by reason of breach of the terms hereof by the Grantee, which result in the failure of the Grantee to provide effective and efficient service.

B. This Franchise may be renewed for additional term(s) of no more than five years, or portion of a term, on the same terms and conditions, upon the mutual written agreement of both the Grantor and Grantee. If either party is willing to renew, said party must give written notice to the other of its willingness to renew said agreement. Such notice must be given no later than six months before January 14, 2029. Either party will have sixty days to respond to the request of the other party, indicating their agreement or rejection with the proposed renewal. No response will be deemed to be a rejection of the request to renew. The Grantee may unilaterally extend this Franchise Agreement for one (1) renewal period of 120 days.

SECTION 5. FRANCHISE CONSIDERATION.

A. The consideration for this Franchise shall be as follows:

1. Garbage and Recycling
    a. Residential Service: 10% of the rate established in Section 30
    b. Commercial Service: 10% of the rate established in Section 30
    c. Special/Roll off Services: 10% of the rate established in Section 30
2. Recycling: Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase beyond reasonable cost projections.

B. At the present time, this Franchise does not include construction and demolition waste removal service, and no Franchise Fee will be due for those services. Grantee is not required to collect Hazardous Waste, dead animals, yard waste, large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. This Contract does not include the collection

and disposal of any increased volume resulting from a flood, hurricane, or similar or different acts of God over which the Company has no control.

C. The Franchise Fee for residential services will be assessed and collected by the Grantor and will be added to the Rates as set forth herein. The Franchise Fee for commercial and special/roll off services will be assessed and collected by the Grantee and will be added to the Rates as set forth herein. The Grantee will pay Franchise Fee on amounts billed from commercial and special/roll off services customers.

SECTION 6. ASSIGNMENT.

A. The Franchise rights herein granted to the Grantee may not be assigned by Grantee except with the express approval of the Grantor, which approval may not be unreasonably withheld, and which must be reflected by a resolution of Grantor. In the event of such an assignment, Grantee will cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby, and which acceptance must include an affirmative statement evidencing such Grantee's intent to fulfill the obligations imposed by Grantee in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee must guarantee the performance of its assignee and such assignment will always be with full recourse to Grantee.

B. A transfer of more than 51% of the issued outstanding stock of Grantee constitutes an assignment for the purpose of this section. Likewise, any transfer of the voting rights amounting to 51% or more of the issued or outstanding stock of Grantee constitutes an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this Franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Material failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance is grounds for a forfeiture of this Franchise, but no such forfeiture may take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent of said default and Grantee has been given a reasonable opportunity to cure such default. Following receipt of the notice of default, Grantee will have thirty days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct identified material defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Manager a written protest within twenty days of receipt of Grantor's notice for identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue will first be submitted to non-binding mediation, and then, if till not resolved, it may be addressed by a court of appropriate jurisdiction located in Nassau County, Florida pursuant to Section 16 of this Ordinance.

SECTION 9. RATE CHANGES AND RIGHT OF FIRST REFUSAL.

A. The rates set forth in Section 30 may be adjusted annually beginning on the Anniversary Date of this Franchise to include the Consumer Price Index –Garbage and Trash Collection Services, Series ID, CUUR0000SEHG02. All Items (base year 1997=100%), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year after the completion of the month of September and any change will be implemented and effective with January billings each year. The Grantee agrees that the rate increase will be limited to a maximum of 4% per year and a minimum of 0%.

In October of each subsequent year during the term of the Franchise, the Grantor will notify the Grantee of the Consumer Price Index— Water, Sewer and Trash Collection Services by which the rates set forth herein may be adjusted. The rate increase will be effective starting with bills issued after December 31 of that year.

B. Grantor and Grantee agree that certain Changes in Law, as defined herein, may have such a substantial effect that a rate increase may be required. Grantee may petition the Grantor to adjust its fees based upon increases in the cost of doing business due to said Change in Law. The Grantee's request must be made within 120 days of the occurrence of such change or cost and must contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee must provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor must approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor will make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided however that Grantor may not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

C. Grantee may petition the Grantor to increase the rates based upon unanticipated and unusual increases in the cost of doing business due to reasons outside the reasonable control of Grantee. A request for an increase may be made at any time such change occurs and must provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor must approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor will make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided, however, that Grantor may not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

SECTION 10. PUBLIC NOTICES AND EDUCATION SERVICES.

A. The Grantee will partner with the City in developing and implementing public education and community outreach programs. The public education program should emphasize recycling and waste reduction. The Grantee will coordinate with the City in the messaging, publication, and dissemination of such information. The City retains final approval of all program materials. The Grantee must have a social media presence with a texting platform that can be offered to customers in an expedient manner. The Grantee is responsible for all expenses associated with the notices and education services and social media required herein and provide the same at no additional cost to the City.

B. The FRANCHISEE further agrees to conduct presentations for civic groups, Homeowners' Associations and other appropriate citizens' groups as deemed appropriate. The FRANCHISEE will

provide notices and educational services to help inform the public about the CITY's solid waste management system. The FRANCHISEE will be responsible for all expenses associated with the notices and educational services required herein.

C. Notices:

1. Notice for Commencement of Services: At least a sixty-calendar day notification before the coordinated Commencement (Residential, Multifamily Dwelling and Commercial Establishment) concerning the Grantee's Collection and Disposal Services. A 2nd Notice must be provided to Residential and Commercial customers approximately two weeks before the Commencement/Transition Start Date. The notices are to be mailed through the United States Postal Service, hand-delivered via door hangers and posted to social media. At a minimum, the notice to Residential and Small Commercial Customers must:

a. Identify each of the Scheduled Collection Days for the Customer receiving the notice.
b. Summarize the applicable Set-Out requirements and include other educational and promotional information coordinated between the Grantee and the City. The notice also may provide any other relevant information concerning the Grantee's services.
c. The City will retain final approval of all program materials prior to printing and/or distribution.

2. Notices for New Customers: The Grantee will design and print upon the City's approval and mail or deliver appropriate informational materials for each new customer. At a minimum, the notice must include the same information that is contained in the annual notice to customers. The Grantee will use the social media format to expedite this information.

3. Notices Concerning Changes in Collection Schedules: The Grantee must deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. Such Customers must receive notice approximately two weeks prior to the change. The City's decision on schedules, or changes thereof, is final. This Grantee will use the social media format for delivering this information immediately to the customer.

4. Notices for Holidays: The Grantee must provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Grantee will use the social media format for delivering this information immediately to the customer.

SECTION 11. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged to the extent negligently caused by it, its agents or employees' negligence or misconduct in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantee is not responsible for damage to roads or pavement resulting from the weight of trucks or equipment, which weight (within legal limits) the Grantee cannot control. The Grantor must notify the Grantee at least monthly of damages caused by the performance of its operations on streets within the City limits. The Grantor will have at least fourteen (14) days (after receiving notice) to resolve any damage.

SECTION 12. COMPLIANCE WITH LAWS.

Grantee must conduct operations under this Franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto.

SECTION 13. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

A. *INSURANCE.* Grantee must carry commercial general liability insurance in the amount of not less than $3,000,000.00 for each occurrence combined single limit and $5,000,000.00 general aggregate. Grantee will carry commercial automobile liability insurance coverage in the amount of $1,000,000.00 combined single limit, covering all of the trucks or other vehicles used for carrying out the work called for in this Franchise. Grantee will also carry umbrella excess liability coverage with a limit of no less than of $1,000,000. A certificate showing that the Grantee has in full force and effect the aforesaid insurance must be filed with the Grantor upon execution of this Franchise, and yearly thereafter endeavoring to provide said certificate at least thirty days prior to the date of the expiration of said policies or insurance for each year of said Franchise. The aforesaid insurance must be in such form and written by such companies whose A.M. Best rating is not less than A VII. All policies require thirty days advance notice of the cancellation of the insurance except as otherwise dictated by State law. Said policies of insurance shall name Grantor as additional insured for operations arising out of this contract. The Grantee must provide Grantor a separate written endorsement showing Grantor as additional insured for all lines of insurance required hereunder (other than workers compensation insurance). The insurance certificate is attached hereto as Exhibit "A."

B. *WORKERS' COMPENSATION COVERAGE.* Grantee must carry Workers Compensation insurance on all its employees and show proof of insurance to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least thirty days prior to any termination or revocation thereof except as otherwise dictated by law.

C. *INDEMNIFICATION.* The parties recognize that Grantee is an independent contractor. Grantee agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, and employees (the "City Parties") , from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by any negligence, recklessness, or intentionally wrongful conduct of the Grantee, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Grantee in the performance of this Agreement; provided however, Grantee will have no obligation hereunder to indemnify, defend or hold harmless the City Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the City Parties. Grantee's liability hereunder will include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City will reimburse Grantee for all reasonable attorney's fees and costs incurred by Grantee to defend such enforcement action. The obligations contained in this provision will survive for a period of three years after termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification will

be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The City agrees to indemnify, hold harmless, and defend the Grantee, its officers, directors, employees and affiliates (the "Advanced Parties") from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City shall have no obligation hereunder to indemnify, defend or hold harmless the Advanced Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the Advanced Parties. The City's liability hereunder will include all reasonable attorney's fees and costs incurred by Grantee in the enforcement of this indemnification provision in the event the Grantee prevails in such enforcement action. In the event Grantee does not prevail in its enforcement of this indemnification provision, Grantee will reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this provision will survive for a period of three years after termination of this Agreement and will not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

SECTION 14. PERFORMANCE BOND.

Grantee must furnish to the Grantor a performance bond, on a form approved by the Grantor, for the full performance of this Franchise and all of the obligations arising hereunder in the amount equal to the annual contract amount. Said bond must be executed by a surety company approved by Grantor and licensed to do business in Florida. The Performance Bond is attached hereto as Exhibit "B."

SECTION 15. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this Franchise will not affect the right of the Grantor to enforce same; nor will waiver by the Grantor of any breach of any provision in this Franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, will have the right to terminate this Franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 16. DISPUTE RESOLUTION.

This Franchise is governed by the laws of the State of Florida, and if any controversy arises between the parties either party may pursue all available legal remedies in the appropriate Nassau County, Florida, court.

SECTION 17. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation requested under this Franchise, the Grantee will continue to render service in full compliance with all

terms and conditions of this Franchise regardless of the nature of the dispute and Grantor will continue to pay Grantee for its services.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this Franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Nassau County, Florida, in an appropriate suit instituted by Grantee.

C. If the term of this Franchise is not renewed, Grantee must continue to provide service for ninety days following expiration or until a substitute Grantee is in place, whichever comes first.

SECTION 18. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three consecutive scheduled working days or materially breaches any other substantive provision of this franchise, and fails to cure said breach within three working days after receipt of written notice of said breach by the Grantor, the Grantor may proceed as follows (provided such failure is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee): Enter into contract(s) or agreement(s) with any other qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is able to satisfactorily fulfill its responsibilities under this Franchise as determined solely by the Grantor.

SECTION 19. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee is required to provide curbside recycling to all residential customers.

B. Grantee must collect all residential recycling materials within the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee must perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials will be curbside, or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee will pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts placed at the curbside. The Grantee, at its own cost, will distribute one cart to hold recyclable materials to be collected to each single-family residence within the service area. Multi-family housing units interested in a recycle program will negotiate with Grantee directly to determine feasibility for implementation. The carts will be replaced by the Grantee as required. The Grantee must maintain an adequate supply of carts at all times.

E. The Grantee will collect all recyclable materials set out for the purpose of recycling from all single-family residences. The collection of recyclables will be conducted using a single cart, furnished by the Grantee, for a commingled/single stream system. As it becomes economically feasible, the Grantee will provide adequate containers to initiate a multi-material recycling program.

F. All refuse and recyclable materials hauled by the Grantee must be so contained, held or enclosed that leaking, spilling or blowing are prevented.

G. The Grantee will make collections with as little noise and disturbance to the residents as practicable and in conformance with the City's Noise Ordinance. Grantee will handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee must be picked up immediately. Recycling carts must be thoroughly emptied.

H. Grantee will collect recyclable materials within the service area one time per week. The day of collection will be the same day as the regular collection day for solid waste.

SECTION 20. RECYCLING PROGRAM.

A. The Grantee is responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by percent for each material, volume of solid waste diverted from landfill by percent, weight by material of items recycled, neighborhoods above or below average participation and other information requested by Nassau County or the State of Florida to meet the requirements of the Solid Waste Management Act, any requirements of Florida House Bill 7243, or to obtain grant funds from the Solid Waste Management Trust Fund. The Grantee must furnish an annual report to the City containing the requested information. Reports should be on forms and in a format required by the Grantor.

B. To the extent possible, based on availability, capacity and market prices, the Grantee may market the recyclable materials through local business operations in the City of Fernandina Beach. At a minimum, the Grantee shall provide for taking, marketing or storing recyclables at a permitted landfill.

C. The Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase beyond reasonable cost projections.

D. *Acceptable and Non-Acceptable recycle items.* Acceptable items for recycle are as follows:

Household Sized Containers – Must be empty and dry (1 gallon or 1 liter max)
(1) Plastic Resin Codes #1 thru #7 (Code is on the bottom of container)

(2) Glass (All Colors)

(3) Metal Cans (Aluminum & Tin)

Household Paper Materials – Max single item size may not exceed 2ft. by 2ft
(4) Cardboard Boxes (Must be flattened and, if needed, cut to size.)

(5) Brown or Grey Food Boxes (Cereal, Dry Food, Baking Ingredients, etc.)

(6) Mailing Supplies (Junk Mail, Envelopes, Letters, etc.)

(7) Newspapers (Inserts & Catalogs)

(8) Brown Paper Bags

(9) Office Paper (Copy & Print Paper, File Folders)

(10) Brown or Gray Fiber Packages (Soda Cartons, dry food packages, etc.)

NEVER Acceptable Items & Material

(1) Plastic Film (No Grocery Bags, Tarps, etc.)

(2) Food (No Wet or Dry Food Waste)

(3) Scrap Metal (No metal except household size containers)

(4) Wood (No Yard Waste, Construction Material, etc.)

(5) Fabric (No Clothes, Shoes, Blankets, Cloth, etc.)

(6) Electronics (No Batteries, Computers, Phones, etc.)

(7) Chemicals (No Paint, Oil, Aerosols, etc.)

(8) Tires (No Tires of any size)

SECTION 21. COLLECTION SERVICES AND OPERATIONS.

A. *Residential*

1. Frequency of collection: Grantee will, on a regularly scheduled day, pick up solid waste at the curbside adjacent to each residence all household garbage one time per week; bulk waste will be collected one time per week on days agreed upon by the Grantee and Grantor. Pickups may not be reduced by holidays, and pickups normally scheduled to be made on a holiday must be rescheduled and occur in the same week as the holiday. Grantee, at its sole expense, must notify residences served of the holiday observed and regular pickup schedules at least five days in advance by publication in a local paper or other means approved by Grantor.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: Thanksgiving Day and Christmas Day.

2. Schedule: Regularly scheduled pick up days for household garbage will be as agreed upon between the Grantor and the Grantee. All schedules and routes are subject to rescheduling as mutually agreed to by the Grantor and Grantee. The Grantor, at the request of the Grantee or on its own, may extend, suspend, or modify these schedules in the event of a natural disaster, health hazard, or any other state of emergency requiring such action.

3. Quantity: Grantee is required to pick up all household garbage generated by residential premises, provided same is placed in the garbage cart. Only the content contained in the cart will be collected. Nothing placed outside the cart will be collected except for bulk waste as provided for in this agreement.

4. Collections. All collections will normally be made in residential areas no earlier than 6:00 am and no later than 8:00 pm, with no service on Sunday, except in declared emergencies. Grantee will make collections with minimal noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts must be handled carefully by the Grantee and thoroughly emptied and left where they were found at the curbside. All work must be done in a safe and sanitary manner. All waste

spilled by Grantee must be picked up and removed by Grantee. Grantee will provide a single-axle truck for servicing certain compact residential areas, such as Amelia Park.

5. Special services: Services such as back door collection, removal of any refuse other than garbage or rubbish as defined herein, including white goods and appliances or additional pickups will be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Charges for special services will not be unreasonable or excessive. Household garbage services will be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge.

6. Roll-out/Roll-back service: Those customers holding a Short-Term Resort Rental license are required to have Roll-out/Roll-back service, for which a fee will be charged.

7. Hazardous materials: Grantee will not be required to collect hazardous materials, including without limitation Hazardous Waste.

8. Location of Residential Waste for collection: Persons in occupancy of each residence must place their garbage carts at the curb no sooner than 6:00 pm the day before a scheduled pick-up and remove the garbage carts by midnight of the day of the pick-up, unless the occupant or resident has been approved for back door, side door, or roll-out/roll-back pickup or the occupant of resident has negotiated a special service collection at another location.

9. Customer restrictions: Grantee will not be required to collect Residential Waste when such waste is not generated on the residence served. Grantee has the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

B. *Commercial*

1. Frequency of collection: Grantee will, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday will be rescheduled with the approval by the commercial establishment.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: Thanksgiving Day and Christmas Day.

2. Schedule: Commercial collection will be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend, or modify these schedules in the event of a natural disaster, health hazard, or any other state of emergency requiring such action.

3. Quantity: Grantee is required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a Grantee provided waste receptacle.

4. Collections: All collections will normally be made at commercial establishments no earlier than 3:00 am and no later than 8:00 pm. These times may be adjusted by mutual agreement of the parties. Grantee will make collections with minimal noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles must be handled carefully by the Grantee and thoroughly emptied and left where they were found. All work must be done in a safe and sanitary manner. All waste spilled by Grantee must be picked up and removed by Grantee.

5. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined

herein will be considered requests for special pickup services. Charges for special services will not be unreasonable or excessive and are subject to the City's Franchise Fee.

6. Garbage and rubbish: Garbage and rubbish must be placed for collection within a commercial container.

7. Hazardous and biohazardous materials: Grantee will not be required to collect hazardous or biohazardous materials or Hazardous Waste.

8. Location of commercial waste for collection: All commercial establishments receiving service pursuant to this Franchise must keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

9. Customer restrictions: Grantee will not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee has the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

10. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor must be clearly marked, specifying the manner in which the container falls to meet the requirements. Such marked, nonconforming containers will be removed from service by the Grantee.

C. *Special Events*

1. In addition to regular residential and commercial collections, Grantee will be the service provider for collection services during and after City-sponsored special events. These events include, but are not limited to, the annual Shrimp Festival occurring the first weekend in May of each year. The Grantee will provide these services at an approved rate.

SECTION 22. OFFICE HOURS.

The Grantee's office must remain open for residential and commercial establishment customers Monday through Friday from 8:00 am to 5:00 pm for the purpose of handling complaints, requests for new or replacement containers and to schedule bulk pick-ups, and for that purpose, there must an adequate number of telephones and a responsible person in charge during the hours specified above. The Franchisee must maintain a local calling area phone number, to receive customer inquiries and complaints during the business hours stated in this section. These requirements do not apply on the legal holidays identified in Section 21.

SECTION 23. COLLECTION EQUIPMENT.

The Grantee must always have on hand sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment must be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment must be kept clean, sanitary; neat in appearance, in good repair at all times, and be equipped with back-up warning lights and alarm. The Grantee must always have available reserve equipment which can be put into service and operation within two hours of any breakdown. Such reserve equipment must substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 24. DISPOSAL.

All garbage and solid waste must be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The Grantor reserves the right to approve or disapprove of sites, taking into account all governmental regulations, routes within the Franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites and facilities.

SECTION 25. ROUTES AND SCHEDULES.

The Grantee must periodically provide the Grantor with schedules of residential collection routes and always keep such information current. In the event of changes in routes, schedules, or other program changes that will alter the day of pickup or the type of materials that are picked up, Grantee must notify each customer affected by either direct mail or door hangers which the Grantor must approve for such purpose. All such changes in routes, schedules, and programs will also be immediately communicated to Grantor at the time determined by the Grantee.

SECTION 26. GRANTEE PERSONNEL.

Grantee will assign a qualified person to be in charge of operations under this Franchise and give the name, direct contact information, and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle must at all times carry a valid CDL driver's license for the type of vehicle being driven, and it is the Grantee's sole responsibility to assure that all drivers are properly licensed. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent, or discourteous in the performance of his or her duties. Grantee must provide operating and safety training for all personnel. Wages of all employees of Grantee must be equal to or exceed the minimum hourly wages for such employees established by local, state, or federal law. Grantee must supply a schedule of all employee wage scales to Grantor upon request.

SECTION 27. SPILLAGE AND LITTER.

A. The Grantee may not litter on any premise in the process of making collections but will not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided, unless previous arrangements have been agreed upon between the Grantor and the Grantee.

B. During hauling, all solid waste or liquids must be contained, held, or enclosed so that leaking, spilling, or blowing is prevented. In the event of spillage by the Grantee, the Grantee must promptly clean up the litter.

SECTION 28. STORMS, & FORCE MAJEURE EVENTS.

A. The performance of any act by the Grantor or Grantee hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, pandemic, war, rebellion, terrorism, strikes, lockouts or any other cause beyond the reasonable control of such party, provided, however, in the event Grantee is delayed or suspended in its performance for more than forty-eight hours due to a condition of force majeure, the Grantor has the right to provide substitute service from third-party contractors or Grantee's forces and in such event the City will withhold payment due Grantee for such period of time (beyond 48 hours) in which service is not provided by the Grantee. If the condition of force majeure

exceeds a period of thirty (30) days, the Grantor, after providing Grantee notice and a reasonable opportunity to cure, may at its option and discretion, cancel or renegotiate this Agreement.

B. In the case of a storm or disruption caused by other force majeure event (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee must inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee will provide notice to residential premises and commercial establishments in the service area.

C. In the event of a declared disaster and/or any event requiring mass cleanup operations during the period of the Franchise, Grantee must, if requested and to the extent directed by the Grantor, participate in said cleanup. Grantee will be compensated by the Grantor in accordance with terms and conditions of a negotiated agreement.

D. The Grantee will have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The Grantee must have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the Grantee's resources are insufficient to affect a timely clean-up. Such agreement must contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement must be reviewed and approved by the City. In the event of a small disaster, the City and the Grantee will meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan. In the event of a natural disaster or a severe domestic disturbance, the City will have the option to utilize any combination of the Grantee's services, the Grantee's subcontractors, the City's own contractors, or any adjacent municipality or County forces provided through mutual aid. In the event of a natural disaster such as a hurricane, the Grantee will be expected to continue with collection services and closely coordinate with the City when to cease operations within the City's limits. Currently, the City's Disaster Plan calls for the Grantee to resume and continue the collection schedule as soon as safely possible.

SECTION 29. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap, disability, military or veteran status, national origin, familial status, marital status, sexual orientation, gender identity, or gender expression. Said nondiscrimination policy applies to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Franchise, provided, however, that Grantee will not be required to produce for inspection any record covering any period of time more than two years prior to the date of the Franchise.

SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

A. *Rates:*

1. For the residential collection of garbage, recycling, and bulk waste/mixed piles, the fee paid to the Grantee by the Grantor shall be $25.17 per month for one time per week service at the Effective Date and will remain until the next CPI rate adjustment provision specified in Section 9 is applied in 2025. A breakdown of the initial residential garbage, recycling, and bulk waste/mixed piles collection fees as of January 15, 2024, are shown below:

Residential Rates	**Fee Charged by City**	**Rate Paid to Waste Management**
Garbage – once a week	$14.09	$12.81
Recycling – once a week	$9.84	$8.95
Bulk Waste/Mixed Piles – once a week	$3.75	$3.41
TOTAL	$27.68	$25.17

Additional Optional Services Rates

Residential Rates	**Fee Charged by City**	**Rate Paid to Waste Management**
Garbage – once a week, roll out roll back service	$21.91	$19.92
Recycling – once a week, roll out roll back service	$17.46	$15.87
Garbage – Additional Cart	$10.57	$9.61

* Total combined monthly Residential Rate for residents who receive an additional garbage cart is $34.78 paid to WM and $38.26 charged to the resident by the City.

- no personal carts/containers may be used

2. For garbage collection during the initial term of this Franchise, the monthly rate for commercial establishments fees as of January 15, 2024, is shown below and will remain until the next CPI rate adjustment:

Commercial Rates							
Rates For:	1 pickup per week	2 pickup per week	3 pickup per week	4 pickup per week	5 pickup per week	6 pickup per week	7 pickup per week
95-gallon carts (max 10)	$23.53	$47.06	$70.59	$94.12	$117.65	$141.18	$164.71
2-yard container	$71.27	$142.55	$213.82	$285.09	$356.37	$427.64	$498.90

4-yard container	$142.55	$285.09	$427.64	$570.19	$712.74	$855.28	$997.81
6-yard container	$213.82	$427.64	$641.46	$855.28	$1,069.10	$1,282.92	$1,496.71
8-yard container	$285.09	$570.19	$855.28	$1,140.38	$1,425.47	$1,710.56	$1,995.61
4-yard Vertipac Compactor*	$570.20	$1,140.36	$1,710.56	$2,280.76	$2,850.96	$3,421.12	$3,991.24

- Vertipac Compactors are also subject to a $550/month rental per unit.
- prices listed do not include 10% franchise fee provided for in Section 5
- no personal carts/containers may be used

3. The rates for other services as of January 15, 2024, are shown below and will remain until the next CPI rate adjustment:

Other Services	
10-yard roll-off price per haul	$272.70
20-yard roll-off price per haul	$272.79
30-yard roll-off price per haul	$272.79
Garbage compactor price per haul	$294.89
Special Clean-up of right-of-way	$150/hour
White Goods (on call service)	$23.35/per item
Special Cleanup (rear loader, driver & helper)	$150/hour
Special Cleanup (grapple truck, operator)	$150/hour
Beach Access Collection Service	$4.30/per container

*Prices listed do not include 10% franchise fee provided for in Section 5

4. During the term of this franchise no fuel surcharges may be applied or charged by the Grantee.

B. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, parks including parks, complexes, and recycle stations at no charge. The Grantee will provide six commercial containers of not less than six cubic yards each at no cost to the City for City sponsored events such as City-wide cleanups. Grantee will provide daily solid waste pickup in the Downtown

Area, which has approximately 55 ornamental cans that must be emptied seven (7) times week (excluding holidays) at no additional cost to the Grantor.

C. *Billing for Services*

1. Residential and Special Services.

a. The Grantor will bill for residential collection services. The billing will be in conjunction with the other utility billings performed by the Grantor, or such other method as the Grantor may from time to time determine. Bills will be sent to the residential units, not less than monthly. Therefore, the Grantee will receive payment monthly, based on up-to-date active monthly Residential Units.

b. Requests for opening new residential accounts will be received at the City. The customer will then be referred to the Grantee to request new containers. Within 1 business day of receiving said requests from the new customer, the Grantee is required to provide a new garbage cart and recycle cart (if requested) and begin the service for the new customer on the next scheduled pick-up. At the time of delivery of the garbage cart and recycle cart, the Grantee must provide written notice to the new customer of the pick-up days for all service.

c. In consideration for the Grantor handling the customer billing for Residential Units, payment and related customer service functions related to billing, Grantee will pay to Grantor the sum of 1% of the previous month's net billing to Grantor. This payment will be due within fifteen days of the invoicing of such billing and payment processing fee by Grantor.

D. Billing for Commercial and Special Service

1. **Billing**. The Grantee will be solely responsible for billing Commercial Customers and collecting all rates, fees, and other charges from its Customers for the Commercial Collection Services the Grantee provides under this agreement. The Grantee also will be responsible for the payment of all Tipping Fees associated with the disposal of the Solid Waste and other material collected by the Grantee when providing its Commercial Collection Services. The Grantee may bill its Commercial Customers in advance for the Commercial Collection Services the Grantee will provide during the next Operating Month.

2. **Rates – General**. The Rates in Exhibit Section 30 are the maximum amounts to be charged for the Collection Services provided by the Grantee pursuant to this Agreement. The Rates must be applied uniformly to all Customers receiving Collection Services from the Grantee within the City after the Commencement Date. The Grantee must utilize the Rates in Exhibit Section 30 and no others, when billing its Customers or the City. These rates are subject to an annual adjustment as set forth in this Agreement in Section 9. An account will be delinquent once a service unit fails to pay the billed amount for Collection Services within a period of one (1) month. The Grantee may stop service for a delinquent account and may charge a re-start fee of one hundred twenty-five dollars ($125.00) to resume service. The Grantor will not be held liable for Grantee's failure to bill or collect for Commercial Collection Service. The Grantee will always be liable to the Grantor for any Franchise Fee or Administrative Fee that should be collected and remitted to the City monthly. Extra pickups will be charged at $16.00/yard with a $135.00 minimum charge. Customer invoice will also have a line-item billing charge of $8.50. Customer invoice will also contain a line-item for the Franchise Fee

that will be remitted to the City. Please refer to the below section E. C.L.E.A.N. Program for additional charges that may be applied to commercial customers.

3. **Payments for Special Collection Services.** The Rates for Special Collection Service will be paid in addition to the Rates for the routine Collection Service received by the Customer. The Grantee is solely responsible for billing its Customers and collecting the applicable Rates for any Special Collection Services the Grantee provides pursuant to this Agreement. In cases where there are no established Rates in this Agreement for the requested Special Collection Service, the Grantee and the Customer will negotiate a mutually acceptable Rate for the Grantees services. The Grantee will not be entitled to any compensation for a Special Collection Service unless the Customer agreed to pay the applicable Rate before the Grantee provided its service.

4. **Payments for Shared Mechanical Containers.** The Grantee may prorate its charges to accommodate Customers that share a Mechanical Container; however, the charges collectively will not be more than the amounts set forth in the approved Rates, unless the City Contract Administrator approves the Grantee's charges in advance, based on special circumstances. Similarly, the City Contract Administrator may require a shopping center to receive and pay for Collection Service that is greater than the sum of the needs of the individual shops sharing a Mechanical Container, if the public also is using the Mechanical Containers in the shopping center.

5. **C.L.E.A.N. Program.** C.L.E.A.N. Program is a proactive program that takes action against overflowing containers in the commercial areas of the city to promote health, safety, and cleanliness in the city. The program is a proven approach to keeping communities clean, reducing litter, and illegal dumping with the goal of having all customers on the correct level of service. The program will have a zero cost to the City with the following provisions:
    a) Thirty (30) days prior to the commencement of the CLEAN program in the City, Grantee will notify each of its Customers that receive or will receive their garbage service by Commercial Container of the implementation of the CLEAN program. For purposes of this section, all notices shall be provided to the address of record provided to the Grantee.
    b) Overfilling Commercial Containers present safety and health risks to the residents and businesses of the city. In the event Grantee determines a Customer's Container is overfilled with waste during a collection event, Grantee will take a digital photograph of the overfilled container in such a manner to present evidence of such Overfilling. For purposes of this section, overfilling is defined as a container overloaded such that the lid does not close securely and is displaced by at least ten (10) inches.
    c) Grantee will provide to the Customer, notice of such Overfilling on the Customers next invoice for each event of Overfilling. Grantee may charge the customer the amount of two hundred dollars ($200) per event; however, overfilling charges may not exceed eight hundred dollars ($800) per month, per Customer. Grantee will take reasonable steps to seek to increase the Customer's level of service by providing a larger container for the Customer and/or by increasing the frequency of service. If the Customer refuses the attempt to correct the Overflowing issue, Grantee will forward information to City

code enforcement. Upon collection of the Overfilling charge from a customer, Grantee will remit twenty dollars ($20) to the City as the Franchise Fee.

SECTION 31. COMPLAINTS & CHARGES FOR FAILURE OF PERFORMANCE.

A. Grantee will have one business day (see also Section 8 above) to collect any Residential Solid Waste that was not collected at the regularly scheduled pick up time and have seven days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified complaints. Grantee will supply Grantor weekly with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record must be available for inspection by Grantor during the business hours specified herein. The complaint record/form will indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it must be remedied the next working day. The Grantee must establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure. To prevent misunderstanding and any litigation, the Grantor, will decide all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the acceptable fulfillment of the contract on the part of the Grantee; and the Grantor will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination will be final, conclusive and binding upon both the Grantor and the Grantee so long as such determination is not unreasonable or arbitrary. The Grantor must make such explanation as may be necessary to complete, explain or make definite the provisions of this Franchise; and its findings and conclusions will be final and binding upon both parties, provided such determinations are not unreasonable or arbitrary.

B. Upon the recommendation of the City Manager or his designee, and reasonable notice to Grantee (within thirty (30) days of the event giving rise to the administrative charge), administrative charges may be assessed against the Grantee should it be determined that:

1. Total residential complaints during any calendar month involve more than 4% of the total residential customers within the service area:
2. Total residential complaints during the Grantor's fiscal year exceed more than 5% to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than 3% of the total commercial customers with the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than 6% to the total commercial customers within the service area; or
5. Where the lack of performance by Grantee is continuous and determined by the City Manager to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection includes the direct and indirect economic effects of Grantee's failure to perform.

C. Administrative charges will be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein. Grantee is required to keep accurate records of complaints received, and must forward all complaints to the City Manager, or the

City Manager's designated representative. The City Manager may verify complaints through whatever means he deems to be appropriate, including field review or contact with the individuals filing the complaints. Complaints verified by the City Manager will be assessed administrative charges in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

1. Failure to clean up spilled refuse per incident	$50 per incident
2. Failure to collect solid waste per location or special collection solid waste at any premises at or within the service area	$50 per incident
3. Failure to complete each route on the regular scheduled pickup date	$1,000 per route not completed
4. Failure to keep equipment in clean, safe and sanitary manner	$100 per vehicle per day
5. Failure to have vehicle operator properly licensed	$100 per day per incident
6. Failure to maintain office hours as set forth in Section 22	$100 per incident
7. Failure to replace or repair any damage caused by Grantee or his personnel	$25 per incident

D. Within five business days of the date of the City Manager's action imposing such administrative charge, Grantee must be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest stating the reasons for disagreement within five business days of the receipt of the notice of an assessment. The protest will be acted upon by the City Commission at a regularly scheduled meeting.

SECTION 32. MISCELLANEOUS.

A. Notices. All notices required herein will be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

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

With a copy to the City Attorney at the same address.

For the Grantee:

Attn: Larry Becker
Waste Management Inc. of Florida
450496 State Road 200
Callahan, FL 32011

SECTION 33. PUBLIC RECORDS LAW AND OBLIGATIONS.

Pursuant to Section 119.0701, Florida Statutes, Grantee must: (a) keep and maintain all public records as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Agreement; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost to the City, all public records in possession of Contractor within thirty (30) days after termination of this Agreement, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Agreement. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance.

SECTION 34. REPEAL OF SECTIONS IN CONFLICT.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 35. SEVERABILITY.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this Franchise will not be affected.

SECTION 36. EFFECTIVE DATE.

This ordinance will take effect immediately upon its final adoption by the City Commission of the City of Fernandina Beach, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk.

PASSED AND ENACTED this _____ day of _____, 2023, at public hearing on second and final reading.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:

TAMMI E. BACH
City Attorney

Date of First Reading:
Date of Advertisement:
Date of Second Reading and Public Hearing:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ___ day of _____, 2023.

CITY OF FERNANDINA BEACH

Charles L. George
Interim City Manager

Bradley M. Bean
Mayor-Commissioner

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach
City Attorney

WASTE MANAGEMENT INC. OF FLORIDA

David M. Myhan

Waste Management Representative

Print Name: David M. Myhan
Title: President

WITNESS

Colleen Houlihan

Print Name: Colleen Houlihan

From:	Cathy Sabattini
To:	Agnes White; Caroline Best
Cc:	Jeremiah Glisson
Subject:	RE: Waste Management exhibits
Date:	Friday, April 14, 2023 1:34:10 PM
Attachments:	image001.png image002.png image003.png image226742.png image563707.png image998448.png

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After reviewing the agenda item and talking with the Katie. Exhibit A is a Certificate of Insurance and the one we have on file in Munis would be expired for the term of the proposed agreement. Exhibit B is a Performance Bond and WM will provide that after approval of the proposed agreement.

Cathy Sabattini
Maintenance - Administrative Coordinator
City of Fernandina Beach
1017 South 5th Street Ext.
Fernandina Beach, Florida 32034
(904) 310-3316 | csabattini@fbfl.org
www.fbfl.us

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

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

From: Agnes White <awhite@fbfl.org>
Sent: Friday, April 14, 2023 12:50 PM
To: Cathy Sabattini <csabattini@fbfl.org>; Caroline Best <cbest@fbfl.org>
Subject: Waste Management exhibits

Hi Cathy:

We were reviewing the Waste Management contract on the 4-18-2023 agenda. It cites an Exhibit A and Exhibit B.

Would you please send those to me. I'm out of the office this afternoon but will add them when I return on Monday ,ok?

Get Outlook for iOS

Agnes White, J.D., M.S.C.
Administrative Services Manager
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
(904) 310-3103 | awhite@fbfl.org
www.fbfl.us

If this email is related to the Board, Committee or Commission that you serve on, please DO NOT REPLY TO ALL.
Disclaimer: According to Florida Public Records Law, email correspondence to and from the City of Fernandina Beach, including email addresses and other personal information, is public record and must be made available to the public and media upon

request, unless otherwise exempted by the Public Records Law. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

ORDINANCE 2018-10

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, REPEALING ORDINANCE 2012-12 EFFECTIVE JANUARY 14, 2019; PROVIDING A NEW EXCLUSIVE 5-YEAR FRANCHISE TO ADVANCED DISPOSAL SERVICES STATELINE, LLC, ("ADVANCED DISPOSAL") A DELAWARE LIMITED LIABILITY COMPANY EFFECTIVE JANUARY 15, 2019FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE, AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS AND YARD WASTE WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; PUBLIC NOTICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; BILLING FOR SERVICES; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; MISCELLANEOUS SECTION; REPEAL OF SECTIONS IN CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach finds it in the public interest to ensure that all areas within its limits are adequately provided with high quality solid waste collection and disposal services; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain regulatory authority over refuse collection and disposal to the extent allowed by law, because of the overriding public health, safety and welfare considerations associated with the provisions of this service; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to retain control over the use of public rights-of-way by refuse collection to assure against interference with the

public convenience, to promote aesthetic considerations, and to protect the public investments in right-of-way property; and

WHEREAS, the City of Fernandina Beach finds it in the public interest to utilize quality refuse collectors and that this can be accomplished by protecting capital investments of refuse collectors; and

WHEREAS, the City of Fernandina Beach finds that the granting of an exclusive franchise is the best means of assuring that the above described interests of the City of Fernandina Beach are promoted; and

WHEREAS, the City solicited proposals for collection and disposal of garbage, recyclables, and yard debris through RFP 17-06, and the evaluation committee recommended Advanced Disposal; and

WHEREAS, the City Commission authorized negotiations with Advanced Disposal for a franchise agreement via Resolution 2018-06; and

WHEREAS, the current contract expires June 30, 2018, and it is in the best interests of the City and Advanced Disposal to extend the current franchise to January 14, 2019, to allow Advanced Disposal to procure the additional equipment to meet the requirements of the new contract and franchise; and

WHEREAS, the City of Fernandina Beach finds it is in the best interests of the City to repeal Ordinance 2012-12 as of January 14, 2019, and to grant a new solid waste franchise for 5 years beginning January 15, 2019; and

WHEREAS, this Ordinance is adopted pursuant to the authority of Section 166.021, and Chapter 403, Part IV, Florida Statutes.

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

SECTION 1. DEFINITIONS.

"Anniversary Date" shall mean the date that is one year after the Effective Date of this Franchise Ordinance.

"Authorized Hours for Collection" shall mean the hours that the Grantee is authorized to collect all types of solid waste and recyclables at customer locations within the City's city limits. The authorized hours for collection are between the hours of 6:00 am and 8:00 pm for residential collection inclusive, unless otherwise authorized by the City for a specific duration. The authorized hours for collection for commercial collection is 3:00 am and 8:00 pm inclusive, unless otherwise authorized by the City for a specific duration. Special consideration will be given for certain commercial establishments that neighbor residential properties.

"Bulky Waste" shall mean large discarded items generated from residences and commercial businesses within the City, such as pallets, furniture, refrigerators, stoves, e-waste, and other household type appliances, abandoned and improperly placed dumps of the same. The Grantee shall have the right to charge for extra bulky waste pickup (items greater than 3 cubic yards)

"Cart" shall mean: (i) a ninety-five gallon container on wheels with attached lids, serviced by rear load collection vehicles with a hydraulic tipper that mechanically assists the helper to empty the container, provided by the Grantee for garbage/trash collection or service at residential and small commercial account locations; (ii) a 65-gallon container on wheels with attached lids serviced by collection vehicles with a hydraulic operated side-arm (or tipper) that mechanically collects and empties the container, provided by the Grantee for recyclables collection or service at residential and small commercial account locations; (iii) all carts shall have imprinted on each on each of the main body a City logo with City name, as approved by the City, and a serial number imprinted on another side of the main body; (iv) cart type/specifications shall be state of the art in the industry in durability and wall thickness, practicality, customer safety and ease of use, wash-ability, mobility, stability to wind load, resistant to opening and toppling by animals, resistant to rain leakage when closed, having lid handles; (v) selection of cart manufacturer and type/specifications and markings are subject to City approval prior to purchase by the Grantee; (vi) the cost of purchasing providing, maintaining, and replacing of all carts to customer account locations shall be the responsibility of the Grantee at no additional cost to the City and shall be a part of the collection and disposal costs in the Grantee unit price rates; (vii) all carts with the City logo(s) with City name shall automatically become the property of the City, at no additional cost to the City, on termination of the franchise contract and the Grantee inventory shall be transported to the City location identified by the City at no additional cost to the City; (viii) Grantee shall collect garbage/trash and recycling materials from carts using collection vehicles having hydraulic side-arm (or tipper) that mechanically collects and empties carts.

"Change in Law" means (i) the adoption, ~~promulgation,~~ or modification after the date of this Franchise of any substantially increased federal, state or local fees or taxes, law, regulation, order, statute, ordinance or rule that was not adopted, promulgated or modified on or before the date of this Franchise, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, or approval after the date of this Franchise, which in the case of either (i) or (ii) establishes requirements affecting the Grantee's operation under this Franchise in a substantial manner so as to make the performance of the requirements of this Franchise more burdensome than before the change of said law. Any change in ~~federal, State, county or other~~ tax law or workers compensation law shall not be considered a change in law pursuant to this definition. ~~However, in the event that a federal, state or local entity imposes a substantial fee, charge or tax after the date of this Franchise that applies to Grantee's operations, such fee, charge or tax may be treated as a Change in Law.~~

"CITY" shall mean the City of Fernandina Beach, Nassau County, Florida, a municipal corporation and its government and the City Manager, and/or his authorized or designated representative(s); and may also be referred to as GRANTOR or FRANCHISOR.

"Commercial" or "Commercial Establishment" shall mean any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multifamily dwelling. Commercial establishments utilize Commercial container units such Grantee provided dumpsters or customer provided Containers that are mechanically emptied by other than cart collection vehicles. These consist of, but are not limited

to, office buildings, stores, hotels and motels, restaurants, schools, churches, clubs, medical clinics and hospitals, assisted living facilities, and other service establishments.

"Commercial Collection and Disposal Services" shall mean garbage and trash collection and disposal service for Commercial establishments utilizing containers other than those described as carts for collection of garbage/trash. These containers, such as dumpsters, roll-offs, compactors, etc., are mechanically emptied by other than cart collection vehicles. The Grantee shall provide the following collection and disposal services to each customer location – garbage/trash, recycling (at customer option), bulky waste and yard waste. Commercial establishments in this service category shall use, but are not limited to, any of the following for the accumulation of garbage/trash: (i) refuse containers as defined in this contract and as modified in the future; (ii) containers emptied by mechanical means; (iii) dumpster containers, provided by the Grantee, at the Grantee's expense (and at no additional cost to the City or account holder) in two, four, six, eight cubic yard capacities, to include ancillary items, such as rollers and dumpster security devices (not enclosures or shoots) Provision, collection, disposal, and servicing are provided in the price per pull; (iv) roll—off containers, provided by the Grantee, at the Grantee's expense (and at no additional cost to the City or account holder), to include ancillary items, such as rollers and security devices on roll-offs (not enclosures or shoots), as approved by the City, when permanent-use roll-off service is approved by the City, subject to transition from existing customer contracts for existing service. Provision, collection, disposal, and servicing are proved in the price per pull; (v) Commercial cardboard containers for business provided by the Grantee, at the Grantee's expense (and at no additional cost to the City or account holder) and placed in various locations around the City. Currently, there are twenty-six yard cardboard recycle dumpsters throughout the City; (vi) Grantee provided containers and collection for temporary-use dumpster and/or roll-off service. This will be an optional service for customers provided at the same price as the permanent-use roll-off service. Provision, collection, disposal, and servicing are provided in the price per pull; (vii) Locations, quantities and frequency of pickups, and quantities and sizes of dumpsters and specialty items such as gravity locks and rollers may change from time-to-time at the sole discretion/direction of the City; (viii) Grantee provided solid waste collection and disposal service for customer provided compactors and dumpsters, subject to transition from existing customer contracts for existing service. Collection and disposal are provided in the unit price per pull; (ix)Work shall be done in a sanitary manner. The Grantee's employees shall immediately pick up any garbage or trash spilled or on the ground in the area.

"Commercial Trash" shall mean any and all accumulations of such combustibles as paper, rags, wood, yard trimmings, wooden or paper or cardboard boxes; non-combustibles such as metal, glass, stone and dirt; and any other accumulations not included within the definition of garbage, generated by the operation of stores, offices and other business places. Commercial Trash shall include all trash placed in public receptacles, on public streets, in parks and playground, and in other public places. Commercial trash includes bulky items or piles greater than 3 cubic yards.

"Company" shall refer to Advanced Disposal Services Stateline, LLC, ("Advanced Disposal") and may also be referred to as the GRANTEE or FRANCHISEE.

"Construction and Demolition Debris" shall mean discarded materials generally considered not to be water-soluble and non-hazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. Collection of construction and demolition debris is to be accomplished via the open market and is outside this solicitation.

"Commission" shall mean the City Commission of the City of Fernandina Beach, Florida.

"Curbside Collection Point" shall be that area on or adjacent to the driveway within five feet of, and in no case more than ten feet from, the street, roadway, or alley, behind the curb or edge of pavement and not by the driving surface of the street or roadway or in the drainage gutter or drainage swale or ditch, not on landscaping of any sort other than grass, and as may be specifically requested by the customer, subject to City review. For disabled and/or elderly customers properly acknowledged, this shall mean the side door or other designated collection point. The Grantee is responsible to appropriately identify, subject to City review, the side door pickup customer premises, making the side yard pickup locations easily identifiable from the driving pavement by the collection route drivers. The Grantee shall provide side door pickup at no additional cost to the City. This is also referred to as roll-out, roll-back service.

"Designated Recovery Facility" shall mean the recycling/processing center(s) specifically agreed upon by the Grantee and the City for the recovery of recyclable materials.

"Disaster debris" shall mean any rubbish or remnants, both combustible and noncombustible, resulting from storms or any emergency condition, requiring special handling and/or equipment for bulk removal of both natural and man-made material.

"Franchise" shall mean this Franchise Agreement "Effective Date" shall mean January 15, 2019.

"Excluded Waste" shall mean any and all debris and waste products generated by land clearing, demolition, building construction or alteration and hauled away by the respective contractor (except do-it-yourself projects) as approved by City representatives; public works type construction projects whether performed by a governmental unit or by contract; contractor generated large amounts of vegetation debris which is more than the customer could reasonably do independently; materials deemed by the City to be hazardous waste and items not allowed at the County landfill or other approved landfill. Yard waste produced by and hauled away by landscape maintenance contractors is also considered excluded waste.

"Franchise Fee" shall mean the fees set forth in Section 5 of the Franchise.

"Garbage" shall mean every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains

or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers); and all putrescible or easily decomposable animal or vegetable waste matter that is likely to attract flies or rodents.

"Grantee" shall mean Advanced Disposal Services Stateline, LLC, ("Advanced Disposal") or "Franchisee" who is granted this exclusive Franchise and hereby undertakes to perform each and every obligation assigned herein and hereby agreed to.

"Grantor" shall mean the City of Fernandina Beach, Florida or "Franchisor".

"Gross Revenue" shall mean and include any and all fees received by Grantee for service and disposal which were generated within the service area pursuant to this Franchise with the exception of those fees associated with storms and other emergencies as defined in Section 28.

"Hazardous Waste" shall mean waste, in any amount, which is deemed, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate state agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law. For purposes of this Franchise, the term Hazardous Waste shall also include motor oil, gasoline, paint and paint cans, and any items containing chlorofluorocarbons or Freon.

"Household Trash" shall mean any and all accumulations of waste material from the operation of a home, which is not included within the definition of garbage. Household Trash shall include all bulky wastes, yard toys, and building material waste from residential type do-it-yourself projects (less than three cubic yards) as approved by City representatives but does not include vegetative matter; and abandoned and improperly placed dumps of the same. Multifamily Dwelling shall mean any building(s) containing more than two permanent living units such as but not limited to condominiums, townhouse complexes and apartment buildings, which utilize Multifamily Dwelling Container Units such as Grantee -provided dumpsters or garbage carts. Within the duration of this contract the City may modify this definition enabling a change of service type to better service the customer and the aesthetic quality of the property. The type, size and number of containers will be determined by the City Manager and/or his designated representative.

"Net Revenue" means gross revenue less expenses directly and proximately related to the operation of the Franchise.

"Occupant" or "Resident" includes individuals, children, firms, associations, joint ventures, partnerships, estates, trusts, syndicates, fiduciaries, corporations, and all other, groups or combinations permitted under Florida law.

"Plastic liner" shall mean a plastic bag no larger than a thirty-five gallon garbage can of sufficient strength to hold contents securely tied at top and not to exceed fifty pounds when full. Receptacle is a general term meaning the container provided to or by the customer that is used by the customer for depositing garbage/trash or recycling and that is emptied by the Grantee such as a cart, dumpster, compactor, roll-off, etc.

"Recycling Carts" shall mean the carts purchased and distributed by the Grantee on behalf of the City for the intended use as a receptacle for recyclable materials for Residential and

Multifamily Dwelling customers. Commercial customers may also use Recycling Carts as receptacles for recyclable materials at the customer option. The purchase, provision, maintenance, and replacement of these carts shall be the responsibility of the Grantee at no additional cost to the City.

"Recycling Collection Service" refers to the collection, transportation, and recovery of recyclable materials by the Grantee from participating residential cart pickup accounts, small commercial cart pickup accounts (optional participation), unique commercial cart pickup accounts (optional participation) and Multifamily Dwelling collection accounts, and Commercial collection accounts (optional participation) in the recycling service area.

"Recyclable Materials" shall mean newspaper, paper, aluminum and metal beverage and food cans, all colors of glass bottles/jars, and plastic bottles/containers, which previously held non-automotive, non-toxic liquid, and such other materials, as mutually agreed by the Grantee and the City, that are recyclable, source separated and co-mingled for single stream recycling collection. Please refer to Section 20: Recycling Program for a more detailed list of Acceptable and Non-Acceptable recycling items.

"Recycling Service Area" refers to the corporate limits of the City of Fernandina Beach, Florida as hereafter amended through annexation.

"Residential Collection & Disposal Service", also known as Residential Cart Pickup Service, shall mean garbage and household trash collection and disposal service to one single family dwelling, or one living unit in a duplex or other multifamily dwelling utilizing cart pickup garbage/trash collection service. The Grantee shall provide the following collection and disposal services to each customer location - garbage/trash, recycling, bulky waste and yard waste. Grantee shall service the garbage/trash cart(s) with rear load vehicles with hydraulic tippers to assist the helper to empty the carts whereas recycling carts with will be collected by vehicles with hydraulic side-arm (or tipper) that mechanically empties carts.

"Roll-out, Roll-back" service means the Grantee provides, at no additional cost to the City, roll-out, roll-back service for elderly or disabled residents. This service will be provided to elderly residents or those with short-term or long-term disabilities who are unable to bring their solid waste and recyclables to the curbside collection points. Residents who may have such difficulty putting out their refuse or recyclables may request for roll-out, roll-back service by providing to the Utility Billing Department a physician's note, detailing the duration of the disability. Upon the City's approval, the resident is notified with the confirmed period of roll-out, roll-back service. The Grantee shall collect, within the City approved time period, the elderly/disability resident's refuse and recyclables from their side door or designated locations on the property. The roll-out, roll-back service is available to all other City residents for an additional charge.

"Solid Waste or Refuse" shall include and mean all garbage, dead animals, vegetative garden and yard waste, bulky waste, household trash, construction and demolition debris, commercial trash, abandoned and improperly placed dumps of the same, sludge unregulated under the federal Clean Water Act or Clean Air Act, sludge from the waste treatment works,

water supply treatment plant, or air pollution control facility, or garbage, rubbish, refuse, special waste, or other discarded material, including solid liquid, semisolid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations. Recovered materials as defined in s. 403.703(7), Florida Statutes, are not solid waste.

"Special material" shall mean bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normally used collection vehicle. With the exception of major appliances, all wastes such as furniture, "do it yourself" building materials, tree limbs, non-containerized trash piles and any unusually large amount of refuse not suitable for containerization will be picked up at the curb as a special service of the Grantee at no additional charge. This service will be limited to materials that can safely be collected by the use of a mechanical "clamshell" hoist collection vehicle. Discarded major appliances will be collected by Grantee at a charge specified in Section 30. All fees received by the Grantee for the collection of special materials are subject to the City's Franchise Fee.

"Surety" shall mean the party who is bound with and for the Grantee to insure the payment of all lawful debts pertaining to and for acceptable contract performance.

"Yard Waste" shall mean every accumulation of vegetative garden and yard trash which is the accumulation of leaves, grass cuttings, shrubbery cuttings, limbs, trunks, palm fronds or other refuse from the care of lawns, gardens, shrubbery, vines and trees, and improper/ abandoned dumps of the same, including (i) loose piles of garden and yard trash which shall be collected with pitch forks, brooms and other tools as needed. If the grass clippings, leaves and pine needles are not containerized, the City may require the Grantee to pick this up and leave a door hanger or flier for residents on the proper procedures for the containment of yard waste; (ii)but not including dirt, soil or sod removed in the renovation or rebuilding of lawns and turfs, not including tree limbs, shrubbery cuttings and the like which exceed six inches in diameter and/or six feet in length and not including contractor-generated accumulations of the same [except where amounts are generally no larger than what the resident(s) could have reasonably generated on their own; City retains sole discretion on this determination. Approximately three cubic yards per residence; (iii) a special pickup may be requested by the customer, and a reasonable service charge may be levied by the Grantee, subject to notification and agreement, of the customer and the City; (iv) landscape maintenance contractors and tree removal contractors are to transport and dispose of generated yard waste from customer locations, and such is considered excluded waste unless the City determines on a case-by-case basis that such shall be collected by the Grantee.

SECTION 2. GRANT OF FRANCHISE.

A. Grantee is hereby granted an exclusive, mandatory residential and commercial Franchise, including every right and privilege appertaining thereto, to operate and maintain a residential recycling and residential and commercial trash, garbage and refuse collection and removal service in, upon, over and across the present and future streets, alleys, bridges, easements and other public places within the limits of this Franchise for the purpose of collecting and disposing of residential recyclables, residential and commercial trash, garbage and other

refuse generated by the citizens, residents and inhabitants of the City of Fernandina Beach, Florida. Grantee is also hereby granted title to all such residential recyclables, residential and commercial trash, garbage and refuse generated within said boundaries, to the extent that the Grantor can establish its legal right to make such grant of title.

B. Grantee understands and agrees that Grantor has the right to use the services of another vendor/contractor for select recycling services such as recycling events and the operation of the City's Recycling Center without breaching the exclusivity granted in Section 2(A) above.

C. Request for Proposals #17-06, including all addendums thereto of the City of Fernandina Beach is herein incorporated by reference, as is the response to the Request for Proposals #17-06 Qualifications and the rate proposal submitted by the Grantee.

SECTION 3. LIMITS OF FRANCHISE.

This Franchise covers the corporate limits of the City of Fernandina Beach, Florida. Grantee agrees that the limits of the Franchise are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Grantee has no vested right in a specific area.

SECTION 4. TERM.

A. This Franchise shall extend the existing Franchise for a period of five years through January 15, 2024, unless sooner terminated by reason of breach of the terms hereof by the Grantee which result in the failure of the Grantee to provide effective and efficient service.

B. This Franchise may be renewed for additional term(s) of no more than five years, or portion of a term, on the same terms and conditions, upon the mutual written agreement of both the Grantor and Grantee. If either party is willing to renew, said party shall give written notice to the other of its willingness to renew said agreement. Such notice shall be given no sooner than nine months and no later than six months before January 15, 2024. Said notice may also be delivered by hand within the above time frame, and if so delivered, a receipt thereof signed by an authorized agent of the Grantor or of the Grantee as applicable, shall be evidence of delivery. Either party shall have thirty days to respond to the request of the other party, indicating their agreement or disagreement with the proposed renewal.

SECTION 5. FRANCHISE CONSIDERATION.

A. The consideration for this Franchise shall be as follows:

1. Garbage, Recycling, Yard Debris
    a. Residential Service: 10% of the rate established in Section 30
    b. Commercial Service: 10% of the rate established in Section 30
    c. Special/Roll off Services: 10% of the rate established in Section 30
2. Recycling: Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase. The shared rebate of 50% of Net Revenues received for the sale of Recyclable Materials, as set forth in Section 20 (C) of this Franchise would only occur if such revenues exceed the recycling processing costs.

B. At the present time, this Franchise does not include construction and demolition waste removal service, and no Franchise Fee will be due for those services. Grantee shall not be required to collect Hazardous Waste, dead animals, large branches, trees or bulky or non-combustible materials not susceptible to normal loading and collection in "load packer" type sanitation equipment used for regular collections from domestic households. Branches should be no larger than 4 inches in diameter, no longer than four feet, and not more than three cubic yards in total. This Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane, or similar or different acts of God over which the Company has no control.

1. It is the Grantor's intent to revise its existing Ordinance to provide for the availability of non-exclusive Franchises for construction and demolition waste removal services. At such time as the Grantor's ordinance is modified, the Grantee will be required to follow the ordinance, and pay the appropriate fees set forth therein.

C. The Franchise Fee will be assessed and collected by the Grantor, and will be added to the Rates as set forth herein.

SECTION 6. ASSIGNMENT.

A. The Franchise rights herein granted to the Grantee shall not be assigned by Grantee except with the express approval of the Grantor, which shall be reflected by a resolution of Grantor. In the event of such an assignment, Grantee shall cause its assigns to execute an Agreement of Acceptance, subject to the approval of the Grantor, evidencing that such assignee accepts the assignment subject to any and all terms, conditions and limitations imposed hereby and which acceptance shall include an affirmative statement evidencing such Grantee's intent to fulfill the obligations imposed by Grantee in contemplation hereof. Notwithstanding the Grantor's approval of such an assignment and assignee's acceptance, Grantee shall guarantee the performance of its assignee and such assignment shall always be with full recourse to Grantee.

B. A transfer of more than 51% of the issued outstanding stock of Grantee shall constitute an assignment for the purpose of this section. Likewise, any transfer of the voting rights amounting to 51% or more of the issued or outstanding stock of Grantee shall constitute an assignment for the purposes hereof.

SECTION 7. BANKRUPTCY OR INSOLVENCY.

If the Grantee files a petition for the appointment of a receiver or a petition of voluntary or involuntary bankruptcy, this Franchise is automatically terminated as of the date of the filing of such petitions.

SECTION 8. DEFAULT.

A. Material failure on the part of the Grantee to comply in any material respect with any of the provisions of this ordinance shall be grounds for a forfeiture of this Franchise, but no such forfeiture shall take effect until Grantor has served upon the Grantee written notice of default setting forth the nature and extent of said default. Following receipt of the notice of default, Grantee shall have one business day to collect any garbage or trash that was not collected at the

regularly scheduled pick up time and shall have ten days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified defaults. If Grantee disagrees with the reasonableness or propriety of Grantor's notice of default, Grantee may protest such default by filing with the City Manager a written protest within three business days of receipt of Grantor's notice regarding a missed trash/garbage pickup and within ten days of receipt of Grantor's notice for other identified defaults.

B. If the Grantor and Grantee cannot agree as to the reasonableness or propriety of the Grantor's notice of default, then the issue shall be resolved by a court of appropriate jurisdiction located in Nassau County, Florida pursuant to Section 16 of this Ordinance.

SECTION 9. RATE CHANGES AND RIGHT OF FIRST REFUSAL.

A. The rates set forth in Section 30 may be adjusted annually beginning on the Anniversary Date of this Franchise to include the Consumer Price Index –Water, Sewer and Trash Collection Services. All Items (base year 1997=100%), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year after the completion of the month of April and any change will be implemented and effective with July billings each year. The Grantee agrees that the rate increase will be limited to a maximum of 4% per year.

1. In May of each year during the term of the Franchise, the Grantor shall notify the Grantee of the Consumer Price Index— Water, Sewer and Trash Collection Services by which the rates set forth herein may be adjusted. The rate increase will be effective starting will bills issued after June 30 of that year.

2. Grantor and Grantee agree that certain Changes in Law, as defined herein, may have such a substantial effect that a rate increase may be required. Grantee may petition the Grantor to adjust its fees based upon increases in the cost of doing business due to said Change in Law. The Grantee's request must be made within 120 days of the occurrence of such change or cost and shall contain reasonable proof and justification to support the need for the rate adjustment. The Grantor may request from the Grantee, and the Grantee shall provide, such further information within its possession as may be reasonably necessary in making its determination. The Grantor shall approve or deny the request, in whole or in part, within sixty days of receipt of the request and all additional information required by the Grantor. The Grantor shall make a reasonable and equitable determination based upon the documentation provided in reaching its decision provided however that Grantor shall not unreasonably withhold consent to any request for fee increase which is based on a legitimate and documented increase in cost.

B. In the event Grantee shall at any time during the term of this Franchise desire to sell the disposal service then existing and shall have received a bona fide offer from any other person, firm, corporation or from any other municipal corporation or county, authority or political subdivision of the State of Florida satisfactory to Grantee to purchase the same, the Grantee shall within ten days after receipt of such bona fide offer advise the Grantor in writing of the purchase price and other terms and conditions of such offer, and the Grantor for a term of thirty days after giving of such notice shall have the option to purchase the disposal service from

Grantee upon the terms and conditions as set forth in said offer. In the event the Grantor shall fail or refuse to exercise the right and option granted to it by this section within the time limit set forth above, Grantee shall have the right to sell the disposal service to the prospective purchaser thereof, subject to the terms of Section 6 of this Franchise.

C. The Grantor also reserves the right to purchase the disposal service at such time as the Grantee is found to be in material default or demonstrates prolonged substandard service. The Grantor also reserves the right to purchase the disposal service at the conclusion of any term of this Franchise. If the Grantor gives notice of its desire to purchase the disposal service, the purchase price shall be based upon an appraisal of all the assets to be sold. The appraiser performing the appraisal shall be mutually agreeable to both parties. The Grantor and Grantee may also agree in writing on another method for determining the purchase price.

SECTION 10. PUBLIC NOTICES AND EDUCATION SERVICES.

A. The Grantee shall partner with the City in developing and implementing public education and community outreach programs. The public education program shall emphasize recycling and waste reduction. The Grantee shall coordinate with the City in the messaging, publication, and dissemination of such information. The City shall retain final approval of all program materials. The Grantee shall have a Social Media Presence with a texting platform to provide news to customers in an expedient manner. The Grantee shall be responsible for all expenses associated with the notices and education services and Social Media required herein and provide the same at no additional cost to the City.

B. Notices:

1. Notice for Commencement of Services: At least a sixty calendar day notification before the coordinated Commencement (Residential, Multifamily Dwelling and Commercial Establishment) concerning the Grantee's Collection and Disposal Services. A 2nd Notice shall be provided to Residential and Commercial customers approximately two weeks before the Commencement/Transition Start Date. The second or third notice should include a refrigerator magnet with the weekly/two times per week pickup schedule for each customer. The notices are to be hand-delivered via door hangers and posted to Social Media. At a minimum, the notice to Residential and Small Commercial Customers shall:

a. Identify each of the Scheduled Collection Days for the Customer receiving the notice.
b. Summarize the applicable Set-Out requirements and include other educational and promotional information coordinated between the Grantee and the City. The notice also may provide any other relevant information concerning the Grantee's services.
c. The City shall retain final approval of all program materials prior to printing and/or distribution.

2. Notices for New Customers: The Grantee shall design and print upon the City's approval and mail or deliver appropriate informational materials for each New Customer. At a

minimum, the notice shall include the same information that is contained in the annual notice to customers. The Grantee will use the Social Media format to expedite this information.

3. Notices Concerning Changes in Collection Schedules: The Grantee shall deliver a notice to each Customer that will be affected by a change in the Scheduled Collection Days. Such Customers shall receive notice approximately two weeks prior to the change. The City's decision on schedules, or changes thereof, shall be final. This Grantee will use the Social Media format for delivering this information immediately to the customer.

5. Notices for Holidays: The Grantee shall provide notice to Customers that will be affected by a change in their Scheduled Collection Days because of a Holiday. The Grantee will use the Social Media format for delivering this information immediately to the customer.

SECTION 11. RESTORATION.

The Grantee agrees to repair all property, public or private, altered or damaged to the extent caused by it, its agents or employees' negligence or misconduct in the performance of its duties herein in as good or better condition as it was before being damaged or altered. The Grantor shall notify the Grantee at least monthly of damages caused by the performance of its operations on streets within the City limits.

SECTION 12. COMPLIANCE WITH LAWS.

Grantee shall conduct operations under this Franchise in compliance with all applicable laws. Grantee specifically agrees to be solely responsible for the enforcement, administration and compliance with all applicable provisions of Chapter 403, Part IV, Florida Statutes, and future amendments thereto.

SECTION 13. LIABILITY INSURANCE; HOLD HARMLESS; WORKERS COMPENSATION.

A. *INSURANCE.* Grantee shall carry commercial general liability insurance in the amount of ~~$1,000,000~~ $5,000,000 for each occurrence combined single limit and ~~$2,000,000~~ $10,000,000 general aggregate. Grantee will carry commercial automobile liability insurance coverage in the amount of $5,000,000, covering all of the trucks or other vehicles used for carrying out the work called for in this Franchise. Grantee will also carry commercial excess liability coverage in the amount of $5,000,000, combined single limit and $10,000,000 general aggregate. A certificate showing that the Grantee has in full force and effect the aforesaid insurance shall be filed with the Grantor upon execution of this Franchise, and yearly thereafter endeavoring to provide said certificate at least thirty days prior to the date of the expiration of said policies or insurance for each year of said Franchise. The aforesaid insurance shall be in such form and written by such companies whose A.M. Best rating is not less than A+ VII. All such policies shall require thirty days advance notice of the cancellation of the insurance except as otherwise dictated by State law. Said policies of insurance shall name Grantor as additional insured for operations arising out of this contract. The Grantee shall provide Grantor a separate written endorsement showing Grantor as additional insured for all lines of insurance required

hereunder (other than workers compensation insurance). The insurance certificate is attached hereto as Exhibit "A."

B. *WORKERS' COMPENSATION COVERAGE.* Grantee shall carry Workers Compensation insurance on all its employees and show proof of insurance to the Grantor, as requested. All such Workers Compensation policies shall provide for notice by the insurer to the Grantor at least thirty days prior to any termination or revocation thereof except as otherwise dictated by law.

C. *INDEMNIFICATION.* The parties recognize that Grantee is an independent contractor. Grantee agrees to indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, and employees (the "City Parties") , from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by any negligent act or omission in violation of this Agreement of Grantee, its officers, employees, agents, and representatives; provided however, Grantee shall have no obligation hereunder to indemnify, defend or hold harmless the City Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the City Parties. Grantee's liability hereunder shall include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision in the event the City prevails in such enforcement action. In the event the City does not prevail in its enforcement of this indemnification provision, the City shall reimburse Grantee for all reasonable attorney's fees and costs incurred by Grantee to defend such enforcement action. The obligations contained in this provision shall survive for a period of three years after termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

The City agrees to indemnify, hold harmless, and defend the Grantee, its officers, directors, employees and affiliates (the "Advanced Parties") from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of the City, its commissioners, mayor, officers, employees, agents, and representatives; provided however, the City shall have no obligation hereunder to indemnify, defend or hold harmless the Advanced Parties for any such losses, damages, and claims of any kind arising out of, directly or indirectly, or in connection with the negligent and/or deliberate acts of omissions of the Advanced Parties. The City's liability hereunder shall include all reasonable attorney's fees and costs incurred by Grantee in the enforcement of this indemnification provision in the event the Grantee prevails in such enforcement action. In the event Grantee does not prevail in its enforcement of this indemnification provision, Grantee shall reimburse the City for all reasonable attorney's fees and costs incurred by the City to defend such enforcement action. The obligations contained in this provision shall survive for a period of three years after termination of this Agreement and shall

not be limited by the amount of any insurance required to be obtained or maintained under this Agreement or other contract or written instrument between the parties.

SECTION 14. PERFORMANCE BOND.

Grantee shall furnish to the Grantor a performance bond, on a form approved by the Grantor, for the full performance of this Franchise and all of the obligations arising hereunder in the amount of $500,000. Said bond shall be executed by a surety company approved by Grantor and licensed to do business in Florida. The Performance Bond is attached hereto as Exhibit "B."

SECTION 15. RIGHT TO REQUIRE PERFORMANCE.

The failure of the Grantor at any time to require performance by the Grantee of any provision of this Franchise shall not affect the right of the Grantor to enforce same; nor shall waiver by the Grantor of any breach of any provision in this Franchise be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. The Grantor, in accord with the provisions of Section 8, shall have the right to terminate this Franchise if Grantee fails to timely correct violations of this agreement as provided in Section 8.

SECTION 16. DISPUTE RESOLUTION.

This Franchise shall be governed by the laws of the State of Florida, and if any controversy shall arise between the parties either party may pursue all available legal remedies in the appropriate Nassau County, Florida court.

SECTION 17. OPERATIONS DURING DISPUTE.

A. In the event that a dispute arises between the Grantor and the Grantee, or any other interested party in any way relating to the terms and conditions, performance or compensation requested under this Franchise, the Grantee shall continue to render service in full compliance with all terms and conditions of this Franchise regardless of the nature of the dispute and Grantor shall continue to pay Grantee for its services.

B. Grantee expressly recognizes the paramount right and duty of Grantor to provide adequate waste collection and disposal service as necessary governmental functions, and further agrees, in consideration for the execution of this Franchise, that in the event of a dispute, said Grantee will neither stop service nor seek injunctive relief in any court, but will either negotiate for an adjustment in the matter in dispute or present the matter to a court of competent jurisdiction located in Nassau County, Florida in an appropriate suit instituted by Grantee.

C. If the term of this Franchise is not renewed, Grantee shall continue to provide service for ninety days following expiration or until a substitute Grantee is in place, whichever comes first.

SECTION 18. STANDARD OF PERFORMANCE.

A. If the Grantee fails to collect the materials herein specified for a period in excess of three consecutive scheduled working days or materially breaches any other substantive provision of this franchise, and fails to cure said breach within three working days after receipt of written notice of said breach by the Grantor, the Grantor may proceed as follows (provided such failure

is not due to war, insurrection, riot, act of God, or other causes beyond the reasonable control of Grantee):

1. Enter into contract(s) or agreement(s) with any other qualified firm(s) to provide solid waste collection and disposal until such time as the Grantee is able to satisfactorily fulfill its responsibilities under this Franchise as determined solely by the Grantor.

SECTION 19. CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL.

A. Grantee shall be required to provide curbside recycling to all residential customers.

B. Grantee shall collect all residential recycling materials within the corporate limits of the City, transport and provide for recovery of said residential recyclable materials at a designated recovery facility. The Grantee shall perform such services as are required to provide a complete residential recyclable materials program.

C. Collection of recyclable materials shall be at curbside or other such locations as will provide ready accessibility to the Grantee's collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Grantor shall designate the location. Handicapped residents shall be accommodated at no additional fee.

D. The Grantee shall pick up all recyclable materials which have been properly prepared for collection and placed in recycling carts placed at the curbside. The Grantee, at its own cost, shall distribute one cart to hold recyclable materials to be collected to each single-family residence within the service area. Multi-family housing units interested in a recycle program will negotiate with Grantee directly to determine feasibility for implementation. The carts shall be replaced by the Grantee as required. The Grantee shall maintain an adequate supply of carts at all times.

E. The Grantee shall collect all recyclable materials set out for the purpose of recycling from all single family residences. The collection of recyclables shall be conducted using a single cart, furnished by the Grantee, for a commingled/single stream system. As it becomes economically feasible, the Grantee shall provide adequate containers to initiate a multi-material recycling program.

F. All refuse and recyclable materials hauled by the Grantee shall be so contained, held or enclosed that leaking, spilling or blowing are prevented.

G. The Grantee shall make collections with as little noise and disturbance to the residents as practicable and in conformance with the City's Noise Ordinance. Grantee shall handle recycling carts with reasonable care and return them to the approximate curbside location from which they were collected. Any recyclable materials spilled by the Grantee shall be picked up immediately. Recycling carts shall be thoroughly emptied.

H. Grantee shall collect recyclable materials within the service area one time per week. The day of collection shall be the same day as one of the regular collection days for solid waste.

SECTION 20. RECYCLING PROGRAM.

A. The Grantee shall be responsible for maintaining the information and records adequate to determine participation rates and weekly setout rates by percent for each material, volume of solid waste diverted from landfill by percent, weight by material of items recycled, neighborhoods above or below average participation and other information requested by Nassau County or the State of Florida to meet the requirements of the Solid Waste Management Act, any requirements of Florida House Bill 7243, or to obtain grant funds from the Solid Waste Management Trust Fund. The Grantee shall furnish an annual report to the City containing the requested information. Reports shall be on forms and in a format required by the Grantor.

B. To the extent possible, based on availability, capacity and market prices, the Grantee may market the recyclable materials through local business operations in the City of Fernandina Beach. At a minimum, the Grantee shall provide for taking, marketing or storing recyclables at a permitted landfill.

C. The Grantee shall account for all revenues generated through recycling and report all such revenues to the City along with copies of the receipts from the purchaser of the recyclable materials. The Grantee shall remit monthly to the Grantor 50% of the net revenues from the sale of recycled materials. All documentation relating to the collection and payment for recyclable materials shall be subject to audit by the Grantor. Additionally, the Grantee may appeal for a rate increase on an annual basis if the cost of recycling processing continues to increase. The shared rebate of 50% of Net Revenues received for the sale of Recyclable Materials, as set forth in Section 20 (C) of this Franchise would only occur if such revenues exceed the recycling processing costs.

D. On the Effective Date (July 1, 2018), the Grantee shall provide, at its own expense, the following:

(1) Sixty-five gallon recycle carts to all residents imprinted with the City seal and name;

(2) An in-mold label on the top of the cart which details a list of the acceptable and non-acceptable items that may be recycled and the contact information for concerns or complaints; and

(3) Notice in of the change to the recycling program along with a list of acceptable and non-acceptable items.

E. *Acceptable and Non-Acceptable recycle items.* Acceptable items for recycle are as follows:

Household Sized Containers – Must be empty and dry (1 gallon or 1 liter max)
(1) Plastic Resin Codes #1 thru #7 (Code is on the bottom of container)

(2) Glass (All Colors)

(3) Metal Cans (Aluminum & Tin)

Household Paper Materials – Max single item size may not exceed 2ft. by 2ft

(4) Cardboard Boxes (Must be flattened and, if needed, cut to size.)

(5) Brown or Grey Food Boxes (Cereal, Dry Food, Baking Ingredients, etc.)

(6) Mailing Supplies (Junk Mail, Envelopes, Letters, etc.)

(7) Newspapers (Inserts & Catalogs)

(8) Brown Paper Bags

(9) Office Paper (Copy & Print Paper, File Folders)

(10) Brown or Gray Fiber Packages (Soda Cartons, dry food packages, etc.)

NEVER Acceptable Items & Material

Household Sized Containers= Must be empty and dry (1 gallon or 1 Liter max)

(1) Plastic Film (No Grocery Bags, Tarps, etc.)

(2) Food (No Wet or Dry Food Waste)

(3) Scrap Metal (No metal except household size containers)

(4) Wood (No Yard Waste, Construction Material, etc.)

(5) Fabric (No Clothes, Shoes, Blankets, Cloth, etc.)

(6) Electronics (No Batteries, Computers, Phones, etc.)

(7) Chemicals (No Paint, Oil, Aerosols, etc.)

(8) Tires (No Tires of any size)

SECTION 21. COLLECTION SERVICES AND OPERATIONS.

A. *Residential*

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up solid waste at the curbside adjacent to each residence all household garbage two times per week; the collection of horticultural trash shall be one time per week; bulky waste shall be one time per week; on days agreed upon by the Grantee and Grantor. Pickups shall not be reduced by holidays, and pickups normally scheduled to be made on a holiday must be rescheduled and occur in the same week as the holiday. Grantee, at its sole expense, shall notify residences served of the holiday observed and regular pickup schedules at least five days in advance by publication in a local paper or other means approved by Grantor.

(a) During the term of this Franchise the Grantor may elect to change the frequency of residential garbage collection for City residents from two times per week to one time per week. Grantor will provide Grantee with a minimum sixty days prior written notice before Grantee will be made to implement the change. Residents that have a Fletcher Avenue or Ocean Avenue address will remain on a two times per week schedule even if Grantor opts to reduce other

residential service to once per week. Residential rate for those that are changed to one per week pickup shall be reduced. See SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

(b) Holidays: The following holidays may be observed by Grantee for purposes of this clause: New Year's Day, Independence Day (July 4), Thanksgiving Day and Christmas Day.

2. Schedule: Regularly scheduled pick up days for household garbage shall be as agreed upon between the Grantor and the Grantee. All schedules and routes are subject to being rescheduled as mutually agreed to by the Grantor and Grantee. The Grantor, at the request of the Grantee or on its own, may extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

3. Quantity: Grantee shall be required to pick up all household garbage generated by residential premises, provided same is placed in the garbage cart. Grantee shall also be required to pick up all household garbage from the curbside of residential premises when properly bagged or otherwise contained and placed by the garbage cart.

4. Collections. All collections shall normally be made in residential areas no earlier than 6:00 am and no later than 8:00 pm, with no service on Sunday, except in declared emergencies. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Garbage carts shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found at the curbside. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee. Grantee shall provide a single-axle truck for servicing certain compact residential areas, such as Amelia Park and the downtown area.

5. Special services: Services such as back door collection, below ground collection, removal of any refuse other than garbage or rubbish as defined herein, including white goods and appliances or additional pickups shall be provided on a separate fee basis upon terms agreed to by the Grantee and the customer. Charges for special services shall not be unreasonable or excessive. Household garbage services shall be provided at the rear or side residence for handicapped persons approved by the Grantor at no extra charge.

6. Roll-out/Roll-back service: Those customers holding a Short Term Resort Rental license are required to have Roll-out/Roll-back service, for which a fee will be charged.

7. Garbage: Garbage shall be placed for collection separately from rubbish and shall be placed in the garbage carts furnished by the Grantee with capacities of ninety-six gallons. Smaller carts will be made available to special needs customers (elderly or handicapped) upon request with the Grantor's approval. Plastic bags of at least thirteen gallons and not more than thirty-five gallons securely tied may also be used as long as those bags do not weigh in excess of fifty pounds per container/bundle.

8. Yard waste: Yard waste generated by residents from improved residential properties will be collected by the Grantee. Residents shall bag, containerize and/or bundle horticulture trash (not to exceed fifty pounds per container or bundle, and with branches not to exceed four feet in length and four inches in diameter.

9. Hazardous materials: Grantee shall not be required to collect hazardous materials, including without limitation Hazardous Waste.

10. Location of Residential Waste for collection: Persons in occupancy of each residential abode shall place their garbage carts at the curb no sooner than 6:00 pm the day before a scheduled pick-up and shall remove the garbage carts by midnight of the day of the pick-up, unless the occupant or resident has been approved for back door, side door or roll-out/roll-back pickup or the occupant of resident has negotiated a special service collection at another location.

11. Customer restrictions: Grantee shall not be required to collect Residential Waste when such waste is not generated on the residence served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

12. Grantee shall be required to provide Garbage Carts and Recycle carts at its own expense.

B. *Commercial*

1. Frequency of collection: Grantee shall, on a regularly scheduled day, pick up all garbage, rubbish, and wastes. However, pickups normally scheduled to be made on a holiday shall be rescheduled with the approval by the commercial establishment.

(a) Holidays: The following holidays may be observed by Grantee for purposes of this clause: New Year's Day, Independence Day (July 4), Thanksgiving Day and Christmas Day.

2. Schedule: Commercial collection shall be on days agreed to by the Grantee and commercial establishment. The Grantor, or its designee, is authorized to extend, suspend or modify these schedules in the event of a natural disaster, health hazard or any other state of emergency requiring such action.

3. Quantity: Grantee shall be required to pick up all garbage and rubbish generated by a commercial establishment, provided same is placed in a waste receptacle.

4. Collections: All collections shall normally be made at commercial establishments no earlier than 3:00 am and no later than 8:00 pm. These times may be adjusted by mutual agreement of the parties. Grantee shall make collections with a minimum of noise and disturbance and in conformance with the City's Noise Ordinance. Waste receptacles shall be handled carefully by the Grantee and shall be thoroughly emptied and left where they were found. All work shall be done in a safe and sanitary manner. All waste spilled by Grantee shall be picked up and removed by Grantee.

5. Special services: For items requiring roll-off service or any special handling, removal of any refuse other than garbage or rubbish as defined herein or additional pickups, all charges are to be negotiated between the Grantee and the customer. Requests for pickups of special materials as defined herein shall be considered as requests for special pickup services. Charges for special services shall not be unreasonable or excessive and shall be subject to the City's Franchise Fee.

6. Waste receptacles:

(a) Garbage and rubbish: Garbage and rubbish shall be placed for collection within a commercial container.

(b) Hazardous and biohazardous materials: Grantee shall not be required to collect hazardous or biohazardous materials or Hazardous Waste.

(c) Carts in the downtown Central Business District must be clearly labeled with the name of the business it is assigned to. Grantee shall provide these labels.

7. Location of commercial waste for collection: All commercial establishments receiving service pursuant to this Franchise shall keep waste receptacles, disposal containers and other such items at location(s) approved by the City.

8. Customer restrictions: Grantee shall not be required to collect commercial waste receptacles containing garbage or refuse when such waste is not generated in the commercial establishment served. Grantee shall have the right to terminate service to any customer violating this section only after prior notification to the customer and approval by the Grantor.

9. Removal of improper receptacles: Any container used for the collection and storage of commercial waste which fails to meet the standards prescribed by the Grantor shall be clearly marked, specifying the manner in which the container falls to meet the requirements. Such marked, nonconforming containers shall be removed from service by the Grantee.

C. *Special Events*

1. In addition to regular residential and commercial collections, Grantee shall be the service provider for collection services during and after City-sponsored special events. These events include, but are not limited to, the annual Shrimp Festival occurring the first weekend in May of each year. The Grantee shall provide these services at their cost.

SECTION 22. OFFICE HOURS.

The Grantee's office shall remain open for residential and commercial establishment customers Monday through Friday from 8:00 am to 5:00 pm for the purpose of handling complaints, requests for new or replacement containers and to schedule bulk pick-ups, and for that purpose, there shall be maintained an adequate number of telephones and a responsible person in charge during the hours specified above. The Franchisee shall maintain a local calling area phone line, or toll-free number, to receive customer inquiries and complaints during the business hours stated in this section. These requirements do not apply on the legal holidays identified in Section 21.

SECTION 23. COLLECTION EQUIPMENT.

The Grantee shall have on hand at all times sufficient equipment in good working order and of the minimum weight necessary to permit Grantee to perform its duties hereunder fully, adequately and efficiently. Equipment shall be purchased from nationally known and recognized manufacturers of garbage collection and disposal equipment. Garbage collection equipment shall be kept clean, sanitary; neat in appearance, in good repair at all times, and shall be equipped with back-up warning lights and alarm. The Grantee, shall at all times, have available reserve

equipment, which can be put into service and operation within two hours of any breakdown. Such reserve equipment shall substantially correspond in size and capability to the equipment normally used by the Grantee to perform its duties hereunder.

SECTION 24. DISPOSAL.

All garbage and solid waste shall be hauled to sites or facilities legally empowered to accept it for treatment or disposal. The Grantor reserves the right to approve or disapprove of sites, taking into account all governmental regulations, routes within the Franchise area, and the rules and regulations of the governmental body having jurisdiction over said sites and facilities.

SECTION 25. ROUTES AND SCHEDULES.

The Grantee shall periodically provide the Grantor with schedules of residential collection routes and keep such information current at all times. In the event of changes in routes, schedules, or other program changes that will alter the day of pickup or the type of materials that are picked up, Grantee shall notify each customer affected by either direct mail or door hangers which the Grantor shall approve for such purpose. Grantee shall also notify customers by placing an advertisement prominently displayed in a local newspaper on at least two occasions, the latter being at least one week prior to the change. All such changes in routes, schedules, and programs will also be immediately communicated to Grantor at the time determined by the Grantee.

SECTION 26. GRANTEE PERSONNEL.

Grantee shall assign a qualified person to be in charge of operations under this Franchise and shall give the name and qualifications of said person to the Grantor. Grantor requires that Grantee's collection employees wear clean uniforms bearing Grantee's company name. Each person employed to operate a vehicle shall at all times carry a valid CDL driver's license for the type of vehicle being driven, and it shall be the Grantee's sole responsibility to assure that all drivers are properly licensed. Grantor may request the dismissal of any employee of Grantee who violates any provisions of this subsection or who is found to have been wanton, negligent or discourteous in the performance of his or her duties. Grantee shall provide operating and safety training for all personnel. Wages of all employees of Grantee shall be equal to or exceed the minimum hourly wages for such employees established by local, state or federal law. Grantee shall supply a schedule of all employee wage scales to Grantor upon request.

SECTION 27. SPILLAGE AND LITTER.

A. The Grantee shall not litter on any premise in the process of making collections, but shall not be required to collect any waste material that has not been placed in supplied or approved containers or in a manner herein provided, unless previous arrangements have been agreed upon between the Grantor and the Grantee.

B. During hauling, all solid waste or liquids shall be contained, held or enclosed so that leaking, spilling or blowing is prevented. In the event of spillage by the Grantee, the Grantee shall promptly clean up the litter.

SECTION 28. STORMS AND OTHER EMERGENCIES.

A. In the case of a storm or disruption caused by other severe emergency (e.g., war, insurrection, riot, or act of God) not caused by the Grantee, Grantor may allow Grantee a reasonable variance from regular schedules. As soon as practicable after such storm or other emergency, Grantee shall inform the Grantor of the estimated time required before regular schedules and routes can be resumed and, upon request of Grantor, Grantee shall provide notice to residential premises and commercial establishments in the service area.

B. In the event of a declared disaster and/or any event requiring mass cleanup operations during the period of the Franchise, Grantee shall, if requested and to the extent directed by the Grantor, participate in said cleanup. Grantee shall be compensated by the Grantor in accordance with terms and conditions of a negotiated agreement.

C. The Grantee shall have a disaster response plan for removal and disposal of excessive amounts of debris or refuse accumulated in the event of a storm of catastrophic proportions, any natural calamity, riot or any severe domestic disturbance. The Grantee shall have, at all times, written agreements with a subcontractor to supplement the collection, hauling and disposal of such wastes, in the event that the Grantee's resources are insufficient to effect a timely clean-up. Such agreement shall contain operational details and the add-on unit pricing for collection, hauling, and disposal cost. The subcontractor agreement shall be reviewed and approved by the City. In the event of a small disaster, the City and the Grantee shall meet and coordinate expeditiously to formulate and agree upon the specific clean-up plan. In the event of a small disaster or a severe domestic disturbance, the City shall have the option to utilize any combination of the Grantee's services, the Grantee's subcontractors, the City's own contractors, or any adjacent municipality or County forces provided through mutual aid. In the event of a small disaster such as a hurricane, the Grantee will be expected to continue with collection services and closely coordinate with the City when to cease operations within the City's city limits. Currently, the City's Disaster Plan calls for the Grantee to resume and continue the collection schedule as soon as safely possible.

SECTION 29. NONDISCRIMINATION PROVISION.

The Grantee agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on fire basis of race, color, religion, sex, age, handicap, disability or national origin. Said nondiscrimination policy shall apply to employment practices of the Grantee and the provision of services. The Grantee agrees that on written request it will permit reasonable access by Grantor to its records of employment, employment advertisements, application forms, and other pertinent data and records for purposes of investigation to ascertain compliance with the nondiscrimination provisions of this Franchise, provided, however, that Grantee shall not be required to produce for inspection any record covering any period of time more than two years prior to the date of the Franchise.

SECTION 30. RATES, CHARGES, BILLING AND AUDITS.

A. *Rates:*

1. For residential recycling and the collection of garbage, rubbish, and yard waste, and bulk waste/mixed piles the fee paid to Grantor by Grantee shall be $18.95 per month for twice

per week service at the Effective Date and will remain until the CPI rate adjustment provision specified in Section 9 is applied in 2019. A breakdown of the initial residential garbage, recycling, rubbish and yard waste fees is shown below:

Service Component	Fee Charged by City	Rate Paid to ADS
Garbage – twice a week	$8.51	$7.74
Recycling – once a week	$5.67	$5.15
Yard Debris – once a week	$4.41	$4.01
Bulk Waste/Mixed Piles – once a week	$2.26	$2.05
TOTAL	$20.85	$18.95

2. The Grantor shall have the right to change the frequency of residential garbage pickup during the term of this Franchise. Grantor will provide Grantee a minimum of sixty days prior written notice before the change shall be implemented by Grantee. Residential fee paid to Grantee by Grantor shall be reduced by a certain percentage that will be determined at the time of the service level change. At that time, the Grantee will negotiate in good faith with the Grantor on the reduction of the Residential rate/fee paid to Grantee for the one time per week pickup.

3. For garbage, rubbish, yard debris for the initial term of this Franchise, the monthly rate for commercial establishments fees is shown below:

Commercial Rates							
Rates For:	1 pickup per week	2 pickup per week	3 pickup per week	4 pickup per week	5 pickup per week	6 pickup per week	7 pickup per week
95 gallon carts	$15.02	$30.04	$45.06	$60.08	$75.10	$90.12	$105.14
2 yard container	$45.47	$90.93	$136.40	$181.86	$227.33	$272.79	$318.26
4 yard container	$90.93	$181.86	$272.79	$363.72	$454.65	$545.58	$636.51
6 yard container	$136.40	$272.79	$409.19	$545.58	$681.96	$818.37	$954.77
8 yard container	$181.86	$363.72	$545.58	$727.44	$909.30	$1,019.16	$1,273.02

*Compacted front load service will be priced based on $7.53 per compacted yard

**prices listed do not include 10% franchise fee provided for in Section 5

4. The rates for other services is shown below:

Other Services	
10 yard roll-off price per haul	$247.32
20 yard roll-off price per haul	$247.32
30 yard roll-off price per haul	$247.32
Garbage compactor price per haul	$267.32
Special Clean-up of right-of-way	NO ADDITIONAL CHARGE
White Goods (on call service)	$14.00/per item

*prices listed do not include 10% franchise fee provided for in Section 5

5. During the term of this franchise no fuel surcharges may be applied or charged by the Grantee.

B. The Grantee is to provide solid waste removal and recycling services to all of the City's facilities, parks including parks, complexes, and recycle stations at no charge. The Grantee will provide six commercial containers of not less than six cubic yards each at no cost to the City for City sponsored events such as City-wide cleanups.

C. *Billing for Services*

1. Residential, Commercial and Special Services.

a. The Grantor shall bill for residential, commercial establishments and special services rendered. The billing will be in conjunction with the other utility billings performed by the Grantor, or such other method as the Grantor may from time to time determine. Bills will be sent to the Residential Units, Commercial Establishments and for Special Services not less than quarterly. Therefore, the Grantee will receive payment on a monthly basis, based on the amounts actually collected by the Grantor, less the Franchise Fee.

b. Requests for opening new residential and commercial accounts will be received at the City. The customer will then be referred to the Grantee to request new containers. Within 1 business day of receiving said requests from the new customer, the Grantee shall be required to provide a new garbage cart and recycle cart (if requested), or such commercial container as requested by the new customer, and shall begin the service for the new customer on the next scheduled pick-up. At the time of delivery of the garbage cart and recycle cart or commercial container, the Grantee shall provide written notice to the new customer of the pick up days for all service.

c. For discontinued services, the billing shall stop on the disconnect date.

5. Where the lack of performance by Grantee is continuous and determined by the City Manager to constitute a threat to the health, safety or welfare of residents and commercial establishments. "Welfare" as used in this subsection shall include the direct and indirect economic effects of Grantee's failure to perform.

C. Administrative charges shall be assessed only for verified complaints which indicate that the Grantee has failed to meet the minimum standards stated herein. Grantee shall be required to keep accurate records of complaints received, and shall forward all complaints to the City Manager, or the City Manager's designated representative. The City Manager may verify complaints through whatever means he deems to be appropriate, including field review or contact with the individuals filing the complaints. Complaints verified by the City Manager will be assessed administrative charges in accord with the following schedule:

SCHEDULE OF ADMINISTRATIVE CHARGES

1.	Failure to clean up spilled refuse per incident	$50 per incident
2.	Failure to collect solid waste per location or special collection solid waste at any premises at or within the service area	$50 per incident
3.	Failure to complete each route on the regular scheduled pickup date	$1,000 per route not completed
4.	Failure to keep equipment in clean, safe and sanitary manner	$100 per vehicle per day
5.	Failure to have vehicle operator properly licensed	$100 per day per incident
6.	Failure to maintain office hours as set forth in Section 22	$100 per incident
7.	Failure to replace or repair any damage caused by Grantee or his personnel	$25 per incident

D. Within five business days of the date of the City Manager's action imposing such administrative charge, Grantee shall be notified in writing by certified United States Mail, return receipt, of the assessment of administrative charges and the basis for such assessment. Grantee may contest such assessments by filing a written protest stating the reasons for disagreement within five business days of the receipt of the notice of an assessment. The protest will be acted upon by the City Commission at a regularly scheduled meeting.

d. The Grantee is required to report all new services and changes in service to the Grantor (City) no later than the first day of the following month for billing purposes.

e. In consideration for the Grantor handling the customer billing, payment and related customer service functions related to billing, Grantee will pay to Grantor the sum of 1% of the previous month's net billing to Grantor. This payment will be due within fifteen days of the invoicing of such billing and payment processing fee by Grantor.

SECTION 31. COMPLAINTS & CHARGES FOR FAILURE OF PERFORMANCE.

A. Grantee shall have one business day (see also Section 8 above) to collect any garbage or trash that was not collected at the regularly scheduled pick up time and shall have seven days to correct, or to notify the City in writing, subject to City approval, how the Grantee intends to correct other identified complaints. Grantee shall supply Grantor weekly with copies of all complaints on a form approved by the Grantor and indicate the disposition of each. Each month such record shall be available for inspection by Grantor at all times during the business hours specified herein. The complaint record/form shall indicate the day and hour on which the complaint was received and the day and hour on which the complaint was resolved. When a complaint is received on the day preceding a holiday or on a Sunday, it shall be remedied the next working day. The Grantee shall establish procedures acceptable to the Grantor to ensure that all customers are notified of the complaint procedure. To prevent misunderstanding and any litigation, the CITY, shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed, the sufficiency of performance, and the acceptable fulfillment of the contract on the part of the FRANCHISEE; and the CITY will determine whether or not the amount, quantity, character and quality of the work performed is satisfactory, which determination shall be final, conclusive and binding upon both the CITY and the FRANCHISEE so long as such determination is not unreasonable or arbitrary. The CITY shall make such explanation as may be necessary to complete, explain or make definite the provisions of this FRANCHISE; and its findings and conclusions shall be final and binding upon both parties, provided such determinations are not unreasonable or arbitrary.

B. Upon the recommendation of the City Manager or his designee, and reasonable notice to Grantee, administrative charges may be assessed against the Grantee should it be determined that:

1. Total residential complaints during any calendar month involve more than 4% of the total residential customers within the service area:
2. Total residential complaints during the Grantor's fiscal year exceed more than 5% to the total residential customers with the service area;
3. Total commercial complaints during any calendar month involve more than 3% of the total commercial customers with the service area;
4. Total commercial complaints during the Grantor's fiscal year exceed more than 6% to the total commercial customers within the service area; or

SECTION 32. MISCELLANEOUS.

A. Notices. All notices required herein shall be sent via certified mail, return receipt requested to the addresses contained herein.

For the Grantor:

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

With a copy to the City Attorney at the same address.

For the Grantee:

Attn: Jeff Edwards
Advanced Disposal Services Stateline, LLC
450496 State Road 200
Callahan, FL 32011

SECTION 33. REPEAL OF SECTIONS IN CONFLICT.

All ordinances or parts of ordinances and all resolutions in conflict herewith be and the same are hereby repealed.

SECTION 34. SEVERABILITY.

If any section, part of a section, paragraph, clause phrase or word of this agreement is declared invalid, the remaining provisions of this Franchise shall not be affected.

SECTION 35. EFFECTIVE DATE.

This ordinance shall take effect immediately upon its final adoption by the City Commission of the City of Fernandina Beach, Florida, and the signature of the Mayor, and upon filing of Grantee's written acceptance with the City Clerk.

PASSED AND ENACTED this 19th day of June, 2018, at public hearing on second and final reading.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner-Mayor

ATTEST:

Caroline Best

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach
City Attorney

Date of First Reading May 15, 2018

Date of Advertisement: June 6, 2018

Date of Second Reading and Public Hearing June 19, 2018

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 19th day of June, 2018.

CITY OF FERNANDINA BEACH

Dale L. Martin, City Manager

John A. Miller, Mayor-Commissioner

ATTEST:

Caroline Best, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Tammi E. Bach, City Attorney

ADVANCED DISPOSAL SERVICES STATELINE, LLC

Advanced Disposal Service Representative

WITNESS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2017

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

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

PRODUCER Willis of Virginia, Inc c/o 26 Century Blvd P O Box 305191 Nashville, TN 372305191 USA	CONTACT NAME PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Insurance Company	11150
INSURED Advanced Disposal Services, Inc (See Attached List of Named Insureds) 90 Fort Wade Rd Ponte Vedra, FL 32081	INSURER B: Allied World National Assurance Company	10690
	INSURER C: Illinois Union Insurance Company	27960
	INSURER D: Arch Indemnity Insurance Company	30830
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: W4488728 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER	Y		31GPP4985405	11/20/2017	11/20/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ $ 2,000,000 $ 10,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			31CAB4985505	11/20/2017	11/20/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			03098718	11/20/2017	11/20/2018	EACH OCCURRENCE AGGREGATE	$ 15,000,000 $ 15,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		31WCI4985305	11/20/2017	11/20/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			PPLG27059065002	11/20/2015	11/20/2018	Aggregate/Occurrence	$25,000,000

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

Umbrella Liability follows form over the General Liability, Auto Liability and Employers Liability.

Umbrella coverage provides additional limits over the Commercial General Liability, Automobile Liability and Employers Liability policies.

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
City of Fernandina Beach Attn: City Clerk's Office - RFP# 17-06 204 Ash Street Fernandina Beach, FL 32034	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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SR ID 15361650 BATCH: 526241

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of Virginia, Inc.		Advanced Disposal Services, Inc. (See Attached List of Named Insureds) 90 Fort Wade Rd. Ponte Vedra, FL 32081
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Auto policy includes CA9948 (Pollution Liability - Broadened Coverage for Covered Autos - Business Auto and Motor Carrier Coverage Form).

General Liability policy has a $10M per policy aggregate with a $2M per location aggregate.

City of Fernandina Beach, Owner, Construction Manager, General Contractor, their officers, directors, partners, representatives, agents and employees are included as an Additional Insured as respects to General Liability, where required by written contract.

General Liability policy shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds, where required by written contract.

INSURER AFFORDING COVERAGE: Arch Indemnity Insurance Company NAIC#: 30830
POLICY NUMBER: 34WCI0519205 EFF DATE: 11/20/2017 EXP DATE: 11/20/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Worker's Compensation - KY/MO/PA	E.L. Each Accident:	$1,000,000
Per Statute	E.L. Disease-Pol Lim:	$1,000,000
	E.L. Disease-Ea Empl:	$1,000,000

INSURER AFFORDING COVERAGE: Arch Insurance Company NAIC#: 11150
POLICY NUMBER: 31CAB0502305 EFF DATE: 11/20/2017 EXP DATE: 11/20/2018

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Automobile Liability	Combined Single Lim:	$4,000,000
Any Auto	SIR:	$1,000,000

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Named Insured:

ADS Renewable Energy – Eagle Point, LLC
ADS Renewable Energy – Stones Throw, LLC
ADS Renewable Energy – Wolf Creek, LLC
ADS Solid Waste of NJ, Inc.
Advanced Disposal Recycling Services Atlanta, LLC
Advanced Disposal Recycling Services Gulf Coast, LLC
Advanced Disposal Services Alabama CATS, LLC
Advanced Disposal Services Alabama EATS, LLC
Advanced Disposal Services Alabama Holdings, LLC
Advanced Disposal Services Alabama, LLC
Advanced Disposal Services Arbor Hills Landfill, Inc.
Advanced Disposal Services Atlanta, LLC
Advanced Disposal Services Augusta, LLC
Advanced Disposal Services Biloxi MRF, LLC
Advanced Disposal Services Birmingham, Inc.
Advanced Disposal Services Blackfoot Landfill, Inc.
Advanced Disposal Services Blue Ridge Landfill, Inc.
Advanced Disposal Services Carolinas, LLC
Advanced Disposal Services Cedar Hill Landfill, Inc.
Advanced Disposal Services Central Florida, LLC
Advanced Disposal Services Chestnut Valley Landfill, LLC
Advanced Disposal Services Cobb County Recycling Facility, LLC
Advanced Disposal Services Cobb County Transfer Station, LLC
Advanced Disposal Services Cranberry Creek Landfill, LLC
Advanced Disposal Services Cypress Acres Landfill, Inc.
Advanced Disposal Services Eagle Bluff Landfill, Inc.
Advanced Disposal Services East, Inc.
Advanced Disposal Services Eastern PA, Inc.
Advanced Disposal Services Emerald Park Landfill, LLC
Advanced Disposal Services Evergreen Landfill, Inc.
Advanced Disposal Services Glacier Ridge Landfill, LLC
Advanced Disposal Services Greentree Landfill, LLC
Advanced Disposal Services Gulf Coast, LLC
Advanced Disposal Services Gwinnett Transfer Station, LLC
Advanced Disposal Services Hancock County, LLC
Advanced Disposal Services Hickory Meadows Landfill, LLC
Advanced Disposal Services Hoosier Landfill, Inc.
Advanced Disposal Services Jackson, LLC
Advanced Disposal Services Jacksonville, LLC
Advanced Disposal Services Jones Road, LLC
Advanced Disposal Services Lancaster Landfill, LLC
Advanced Disposal Services Lithonia Transfer Station, LLC
Advanced Disposal Services Macon, LLC
Advanced Disposal Services Magnolia Ridge Landfill, LLC
Advanced Disposal Services Mallard Ridge Landfill, Inc.
Advanced Disposal Services Maple Hill Landfill, Inc.
Advanced Disposal Services Middle Georgia, LLC
Advanced Disposal Services Midwest, LLC
Advanced Disposal Services Milledgeville Transfer Station, LLC
Advanced Disposal Services Mississippi Holdings, Inc.
Advanced Disposal Services Mississippi, LLC
Advanced Disposal Services Mobile Transfer Station, LLC
Advanced Disposal Services Morehead Landfill, Inc.
Advanced Disposal Services National Accounts Holdings, Inc.
Advanced Disposal Services National Accounts, Inc.
Advanced Disposal Services North Alabama Landfill, LLC
Advanced Disposal Services North Georgia, LLC
Advanced Disposal Services Oak Ridge Landfill, Inc.
Advanced Disposal Services Orchard Hills Landfill, Inc.
Advanced Disposal Services Pasco County, LLC
Advanced Disposal Services Pecan Row Landfill, LLC
Advanced Disposal Services Pontiac Landfill, Inc.
Advanced Disposal Services Prattville C&D Landfill, LLC
Advanced Disposal Services Renewable Energy, LLC
Advanced Disposal Services Rogers Lake, LLC
Advanced Disposal Services Rolling Hills Landfill, Inc.
Advanced Disposal Services Selma Transfer Station, LLC
Advanced Disposal Services Seven Mile Creek Landfill, LLC
Advanced Disposal Services Smyrna Transfer Station, LLC
Advanced Disposal Services Solid Waste Leasing Corp.
Advanced Disposal Services Solid Waste Midwest, LLC
Advanced Disposal Services Solid Waste Southeast, Inc.
Advanced Disposal Services Somerset, Inc.
Advanced Disposal Services South Carolina, LLC
Advanced Disposal Services South, LLC
Advanced Disposal Services Star Ridge Landfill, Inc.
Advanced Disposal Services Stateline, LLC
Advanced Disposal Services Sumner Landfill, Inc.
Advanced Disposal Services Taylor County Landfill, LLC
Advanced Disposal Services Tennessee Holdings, Inc.
Advanced Disposal Services Tennessee, LLC
Advanced Disposal Services Valley Meadows Landfill, LLC
Advanced Disposal Services Valley View Landfill, Inc.
Advanced Disposal Services Vasko Rubbish Removal, Inc.
Advanced Disposal Services Vasko Solid Waste, Inc.
Advanced Disposal Services Wayne County Landfill, Inc.
Advanced Disposal Services Western PA, Inc.
Advanced Disposal Services Zion Landfill, Inc.
Advanced Disposal Services, Inc.
Advanced Disposal Waste Holdings Corp.
Baton Rouge Renewable Energy, LLC
Burlington Transfer Station, Inc.
Caldwell Partnership, LLC
Cartersville Transfer Station, LLC
Caruthers Mill C&D Landfill, LLC
CGS Leasing, Inc.
CGS Services, Inc.
Champion Transfer Station, LLC
Community Refuse Service, LLC
Diller Transfer Station, LLC
DLD Limited Partnership
Doraville Transfer Station, LLC
Eagle Point Landfill, LLC
Eco-Safe Systems, LLC
F.D.S. Disposal II, LLC
Hall County Transfer Station, LLC
Harmony Landfill, LP
Highstar Royal Oaks I, Inc.
Highstar Royal Oaks II, Inc.
Hinkle Transfer Station, LLC
HWStar Holdings Corp.
HWStar Waste Holdings Corp.
Jones Road Landfill and Recycling, Ltd.

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Land and Gas Reclamation, Inc.
Landsouth, Inc.
Moretown Landfill, Inc.
Mostoller Landfill, LLC
Nassau County Landfill, LLC
NEWS MA Holdings, Inc.
NEWS Mid-Atlantic Holdings, Inc.
NEWS North East Holdings, Inc.
NEWStar Waste Holdings Corp.
North East Waste Services, Inc.
North East Waste Transport, Inc.
Old Kings Road Solid Waste, LLC
Old Kings Road, LLC
Parker Sanitation II, Inc.
Pasco Lakes Inc.
PDC Disposal Co., Inc.
Precision Waste Services
Sister's Sanitation Services, LLC
South Hadley Landfill, LLC
South Suburban, LLC
SSI Southland Holdings, Inc.
St. Johnsbury Transfer Station, Inc.
Stone's Throw Landfill, LLC
Summit, Inc.
Superior Waste Services of New York City, Inc.
Tallassee Waste Disposal Center, Inc.
Trash Taxi, LLC
Turkey Trot Landfill, LLC
Vermont Hauling, Inc.
Waitsfield Transfer Station, Inc.
WBLF Acquisition Company, LLC
Welcome All Transfer Station, LLC
Western Maryland Waste Systems, LLC
Wolf Creek Landfill, LLC
WSI Medical Waste Systems, Inc.
WSI of New York, Inc.
WSI Sandy Run Landfill, LLC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 31CAB4985505

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

Advanced Disposal

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 31CAB0502305

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

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POLICY NUMBER: 31GPP4985405

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONIRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.
Endorsement Number:

Policy Number: 31GPP4985405

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated

herein: Endorsement Effective Date: 11-20-17

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROFESSIONAL SERVICES EXCLUSION
(With Abandoned Property Exception)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following exclusion is added to paragraph 2. Exclusions of SECTION I – COVERAGES, COVERAGE BODILY INJURY AND PROPERTY DAMAGE LIABILITY and paragraph 2. Exclusions of SECTION I COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error, omission, malpractice or mistake in the rendering of or failure to render professional services by the insured or any person for whom the insured is legally responsible.

However, this exclusion does not apply to any act, error, omission, malpractice or mistake arising out of the waste collection of abandoned property by those employed by you or for whom you are legally responsible, but only with respect to work performed by them for you.

All other terms and conditions of this Policy remain unchanged.

Issued By: ARCH INSURANCE COMPANY

Endorsement Number:

Policy Number: 31GPP4985405

Named Insured: ADVANCED DISPOSAL SERVICES, INC.

Endorsement Effective Date: 11-20-2017

President

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **60** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 34WCI0519205

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated herein: Endorsement Effective Date: 11-20-17

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

ALL CERTIFICATE HOLDERS WHERE WRITTEN NOTICE OF THE CANCELLATION OF THIS POLICY IS REQUIRED BY WRITTEN CONTRACT, PERMIT OR AGREEMENT WITH THE NAMED INSURED AND WHOSE NAMES AND ADDRESSES WILL BE PROVIDED BY THE BROKER OR AGENT LISTED IN THE DECLARATIONS PAGE OF THIS POLICY FOR THE PURPOSES OF COMPLYING WITH SUCH REQUEST.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 31WCI4985305

Named Insured: ADVANCED DISPOSAL SERVICES,

This endorsement is effective on the inception date of this Policy unless otherwise stated herein: Endorsement Effective Date: 11-20-17

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Ordinance 2018-10
Exhibit "B"

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE ADVANCED DISPOSAL SERVICES STATELINE, LLC
450496 STATE ROAD 200, CALLAHAN, FL 32011
as Principal, hereinafter called the Principal, and RLI Insurance Company
9025 N. Lindbergh Drive, Peoria, IL 61615
a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF FERNANDINA BEACH
204 ASH STREET, FERNANDINA BEACH, FL 32034
as Obligee, hereinafter called the Obligee, in the sum of Not Less Than Five Percent of the Bid Price
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RFP #17-06 COLLECTION AND DISPOSAL OF GARBAGE, RECYCLABLES AND YARD DEBRIS

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, or as otherwise required in the bid specifications, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 1st day of December 2017

Michelle Nyanko (Witness)

ADVANCED DISPOSAL SERVICES STATELINE, LLC (Principal) (Seal)

By Executive VP/COO (Title)

Autumn Schneider (Witness)
AUTUMN SCHNEIDER

RLI Insurance Company (Surety) (Seal)

By Attorney-In-Fact Jeremy C. Rose (Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Keri Ann Smith, Aiza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garten, Joshua Sanford, Tina Foster, Autumn Schneider, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of November, 2017.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 24, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 1ST day of DECEMBER, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jean M. Stephenson — Corporate Secretary

A00588117

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FORM CONSENT OF SURETY

The RLI INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, A+ (Superior) rated by A.M. Best, Class XI, and licensed to do business in the State of Florida, hereby certifies to, and consents and agrees with, CITY OF FERNANDINA BEACH that if the Contract for RFP #17-06 COLLECTION AND DISPOSAL OF GARBAGE, RECYCLABLES AND YARD DEBRIS, is awarded to ADVANCED DISPOSAL SERVICES STATELINE, LLC, then undersigned corporation agrees with said CITY OF FERNANDINA BEACH to execute and provide the surety bonds as required by CITY OF FERNANDINA BEACH Bid Specifications, and will become a surety in the full amount set forth in the Specifications for faithful performance of all obligations of the bidder.

SIGNED, SEALED AND DATED DECEMBER 1, 2017.

RLI Insurance Company

By: _____
Attorney-in-Fact, Jeremy C. Rose

NOTE: A Power-of-Attorney should be attached in accordance with the requirements of the Specifications, and if none specific to the consent of surety, I recommend that it be done in the same manner as the Power-of-Attorney for Bid Bond, or any Performance or Payment Bonds.

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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr., Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Janice Fennell, Richard C. Rose, Jeremy C. Rose, Keri Ann Smith, Aiza Lopez, Aimee R. Perondine, Stacy Rivera, Jennifer M. Garten, Joshua Sanford, Tina Foster, Autumn Schneider, jointly or severally

in the City of Knoxville, State of Tennessee its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of November, 2017.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis — Vice President

State of Illinois } SS
County of Peoria }

On this 14th day of November, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk — Notary Public
Gretchen L. Johnigk

GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 1st day of DECEMBER, 2017.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson — Corporate Secretary
Jean M. Stephenson

A0058817

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NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for /**Tuesday, June 19, 2018, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE ~~NO. 2~~2018-10~~–~~

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA ~~AMENDING~~ REPEALING ORDINANCE 2012-12 EFFECTIVE JANUARY 14, 2019; PROVIDING A NEW EXCLUSIVE 5-YEAR FRANCHISE TO ADVANCED DISPOSAL SERVICES STATELINE, LLC, ("~~Advanced Disposal~~ADVANCED DISPOSAL") A DELAWARE LIMITED LIABILITY COMPANY EFFECTIVE JANUARY 15, 2019,~~—~~FOR THE COLLECTION AND DISPOSAL OF ALL RESIDENTIAL AND COMMERCIAL TRASH, GARBAGE, AND OTHER REFUSE, AND PROVIDING FOR THE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS AND YARD WASTE WITHIN THE CITY LIMITS; FURTHER PROVIDING FOR DEFINITIONS; GRANT OF FRANCHISE; LIMITS OF FRANCHISE; TERM OF FRANCHISE; FRANCHISE CONSIDERATION; ASSIGNMENT; BANKRUPTCY OR INSOLVENCY; DEFAULT; RATE CHANGES; RIGHTS OF FIRST REFUSAL; PUBLIC NOTICES; RESTORATION; COMPLIANCE WITH LAWS; LIABILITY INSURANCE, HOLD HARMLESS, WORKERS COMPENSATION; PERFORMANCE BOND; RIGHT TO REQUIRE PERFORMANCE; DISPUTE RESOLUTION; OPERATIONS DURING DISPUTE; STANDARD OF PERFORMANCE; CURBSIDE RECYCLABLE MATERIALS COLLECTION AND DISPOSAL; RECYCLING PROGRAM; COLLECTION SERVICES AND OPERATIONS; OFFICE ~~AND COLLECTION~~ HOURS; COLLECTION EQUIPMENT; DISPOSAL; ROUTES AND SCHEDULES; GRANTEE PERSONNEL; SPILLAGE AND LITTER; STORMS AND OTHER EMERGENCIES; NONDISCRIMINATION PROVISION; RATES AND CHARGES; BILLING FOR SERVICES; ACCOUNTING, RIGHT TO AUDIT; COMPLAINTS; CHARGES FOR FAILURE OF PERFORMANCE; MISCELLANEOUS SECTION; REPEAL OF SECTIONS IN CONFLICT; SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Note:

Please run as a <u>DISPLAY</u> in the June 6, 2018 edition of the News Leader.

Please send proof of publication to:
City Clerk's Office
City Hall, 204 Ash Street
Fernandina Beach, FL 32034
904-310-3115

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-23
Right-of-Way Vacation - Portion of the Unimproved Pompano Street.

ITEM TYPE: Resolution (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-23 at First Reading.

SYNOPSIS: The City of Fernandina Beach seeks to vacate a portion of the public right-of-way described as an approximately 142 feet by 50 feet section of the unimproved Pompano Street. The vacation of right-of-way would allow for the future improvement and northward expansion of the existing Fernandina Beach Skate Park. The Planning Advisory Board (PAB) reviewed the application numbered PAB 2023-0038 at its April 12, 2023 meeting and issued a recommendation of approval.

FISCAL IMPACT: N/A

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-23 at First Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/8/2023

Submitted By: Daphne Forehand, Planner I Date: April 18, 2023

COMMISSION ACTION: Approve

ORDINANCE 2023-23

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A VACATION OF PUBLIC RIGHT-OF-WAY FOR AN APPROXIMATELY 142 FEET BY 50 FEET PORTION OF UNIMPROVED POMPANO STREET BETWEEN TROUT STREET AND DOLPHIN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant identified as the City of Fernandina Beach, seeks to vacate a portion of public right-of-way described as an approximately 142 feet by 50 feet portion of the unimproved Pompano Street; and

WHEREAS, the vacation of right-of-way would support the future improvement and northward expansion of the Fernandina Beach Skate Park; and

WHEREAS, the Planning Advisory Board reviewed the application numbered PAB 2023-0038 at its Regular Meeting on April 12, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on March 29, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The vacation of a portion of the right-of-way known as an approximately 142 feet by 50 feet portion of the unimproved Pompano Street as generally described is hereby approved and illustrated by Exhibit "A", attached hereto.

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. EFFECTIVE DATE. This Ordinance shall take effect immediately upon final passage.

ENACTED this ____ day of _____ 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

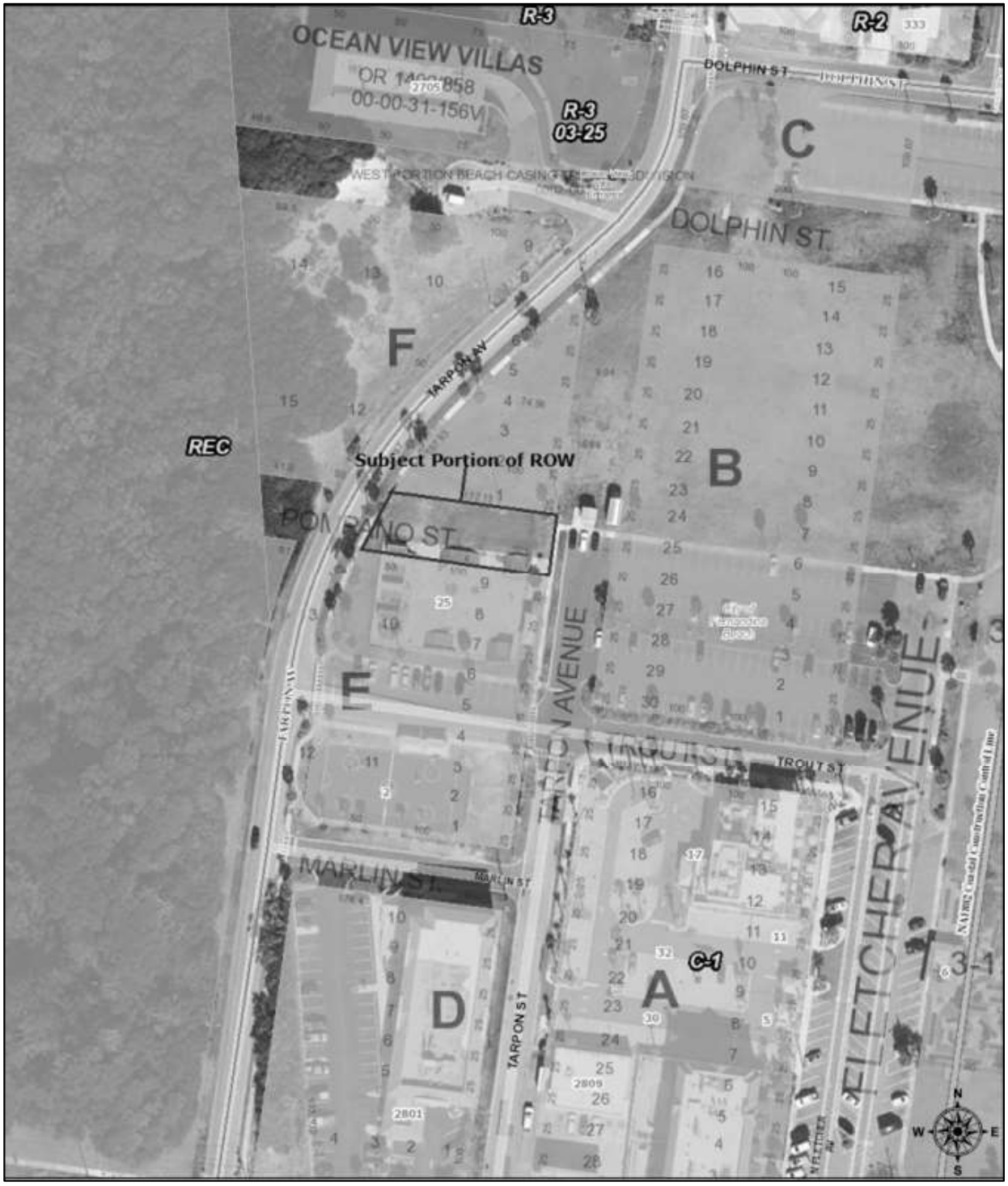
APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

Date of First Reading: May 16, 2023
Date of Second Reading/Final Hearing:

EXHIBIT A


R-3
R-2
OCEAN VIEW VILLAS
00-00-31-156V
R-3
03-25
DOLPHIN ST
C
DOLPHIN ST.
F
TARPON AV
REC
Subject Portion of ROW
B
POMPANO ST
E
FERN ON AVENUE
TROUT ST
FLETCHER AVENUE
MARLIN ST.
C-1
A
D
TARPON ST
N
W
E
S

Letter of Intent

Date: 03/22/2023
To: Kelly Gibson, Planning and Conservation Director
CC: Mark Foxworth, Interim City Manager
From: Catherine Vorrasi, Parks & Recreation Director
Subject: Vacation of ROW for future skate park expansion

In order to accommodate potential future expansion of the existing skate park, I am requesting the land just north of the site to be designated recreational use. The City currently owns the adjoining property. This would also be for the pubic good as the skate community is very large and rapidly growing in interest. The Friends of Fernandina Skate Park organization will be seeking donations to raise money for future expansion. This future land use designation will help ensure their donors that the property is available for such expansion.

STAFF REPORT
PAB 2023-0038 (Vacation of ROW)
Planning Advisory Board
April 12, 2023

APPLICATION FOR VACATION OF ROW

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	City of Fernandina Beach				
AGENT:	N/A				
REQUESTED ACTION:	Vacation of ROW				
LOCATION:	Unimproved Pompano Street				
CURRENT LAND USE:	N/A				
CURRENT ZONING:	N/A				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	Approximately 0.16 Acres				
ADJACENT PROPERTIES:	Direction	Existing Use(s)	Year Built	Zoning	FLUM
WITHIN CITY LIMITS	North	Vacant Gov.	N/A	REC	Recreation
WITHIN CITY LIMITS	South	FB Skatepark	Varies	REC	Recreation
WITHIN CITY LIMITS	East	Storage/Warehouse	Varies	I-1	Industrial
WITHIN CITY LIMITS	West	Vacant Gov.	N/A	REC	Recreation

**** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Community Development Department Office. ****

SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City requests abandonment of an unimproved section of Pompano Street measuring approximately 142 ft by 50 ft. Pompano Avenue is located north of the existing Skate Park (**EXHIBIT A**). Justification for the request is to expand the skate park across the existing segment of right-of-way.

The Parks and Recreation Advisory Committee (PRAC) reviewed the concept proposal on February 20th, 2023 and unanimously voted in support of the future expansion. Ms. Vorrasi, the City's Parks and Recreation Director informed the committee that the next step by seeking approval from the City Commission to vacate the unimproved section of the Pompano right of way.

At present, the unimproved right-of-way and is entirely bordered by City-owned lands under management of the Parks and Recreation Department and identified as Main Beach Park. The proposed vacation of this right-of-way aligns with the public interest requirement established in the City's Comprehensive Plan and would benefit the City by enabling the expansion of an existing municipal park.

The Friends of Fernandina Skate Park intend to move forward with fund raising efforts to support the expansion of the skate park. Although they have already developed a preliminary site plan design, it is not yet final. It serves only as a visual aid to assist in the planning process (**EXHIBIT B**). A local development order is required through the Technical Review Committee (TRC), final review of the plan through PRAC, agreement by the City Commission through a Resolution to proceed, and permitting is required.

STAFF REPORT
PAB 2023-0038 (Vacation of ROW)
Planning Advisory Board
April 12, 2023

CONSISTENCY WITH THE COMPREHENSIVE PLAN:

Objective 2.04. Right-Of-Way Protection
The City shall institute a program of protection and acquisition of rights-of-way for the roadway network, which includes roadways classified as minor arterials or collectors, to ensure continuity of the roadway network, and to protect the existing and future roadway network from development and other encroachments.

Policy 2.04.04.
The City shall not abandon any existing rights-of-way instead encourage dedication, preservation, and protection of existing and proposed rights-of-way during the development review process.

Policy 2.04.05.
When requesting abandonment of the existing rights-of-way is unavoidable, the applicant shall demonstrate the following for any proposed vacation of a City right-of-way:

a. **The right-of-way is no longer required for public use and could not reasonably be utilized as a through street, sidewalk, bicycle lane or any other public function such as parking, stormwater management, utility location or open space.**
   The right-of-way would continue to be used for public use as a public park.

b. **The proposed vacation is in the public interest.**
   The proposed vacation is not detrimental to the public interest and will allow the expansion of an existing municipal park, benefiting the public.

c. **The proposed vacation would preserve or protect an environmental, historical or cultural feature of the City; and**
   The proposed vacation would not preserve or protect an environmental, historical or cultural feature of the City, however no such features are known to exist within the area.

d. **The proposed vacation will be offset by at least one public access through street connection.**
   Adequate access is provided through Tarpon Avenue and Trout Street. There are no additional properties which rely solely on this ROW for access.

CONSISTENCY WITH MUNICIPAL CODES:
Section 70-40 of the City's Code requires the following criteria to be met in order to grant a vacation of right of way:

1. **The requested vacation(s) are consistent with the traffic circulation element of the City's Comprehensive Plan.**
   The requested action is consistent with the traffic circulation element, as stated above.

2. **Adequate, legal access to all properties shall be maintained. The remaining access to any property shall not be by easement.**
   Adequate access is Tarpon Avenue and Trout Street

3. **The vacation(s) would not jeopardize the current or future location of any utility. If any utilities are currently located in the requested vacation area, the applicant shall provide easements to the utilities to adequately provide for access and maintenance.**
   The proposed vacation would not jeopardize the current or future location of any utility.

4. **The proposed vacation(s) are not detrimental to the public interest and provides a positive benefit to the City.**

The proposed vacation of the right-of-way (ROW) is not detrimental to the public interest and will allow for expansion of an existing park, providing a positive benefit to the City.

5. **All owners of property abutting the requested vacation shall approve of the vacation in writing, except in cases where the City is the applicant.**
   This City is the applicant. Additionally, this property is surrounded by City owned properties Main Beach Park.

CONSISTENCY WITH THE LAND DEVELOPMENT CODE:

APPLICABLE REFERENCE: 11.02.01 (NOTICE REQUIREMENTS)

Application Type	Reviewing Entity	Posted Sign	Posted Agenda	Mailed	Published
Vacation of Right-of-Way (ROW)	Planning Advisory Board	x	x	x	x

The City has followed all required notice requirements for the applicant's request which included posted sign, posted agenda, mailed, and published notice.

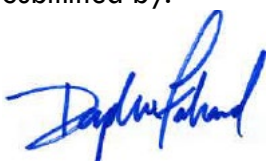
CONCLUSION:

Staff finds that the applicant fully complies with the demonstrated criteria and all relevant Comprehensive Plan policies. The vacation of the right-of-way (ROW) serves to provide a public benefit to create an amenity through expansion of the existing skate park. Additionally, staff finds that the applicant is consistent with subsequent policy statements, as well as the requirements of the Municipal Code and Land Development Code. Based on these considerations, staff recommends approval of PAB 2023-0038.

MOTION(S) TO CONSIDER

I move to recommend **(approval or denial)** of PAB case number 2022-0038 to the City Commission requesting that a Vacation of ROW be **(approved or denied)** and that PAB case 2022-0038, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Submitted by:



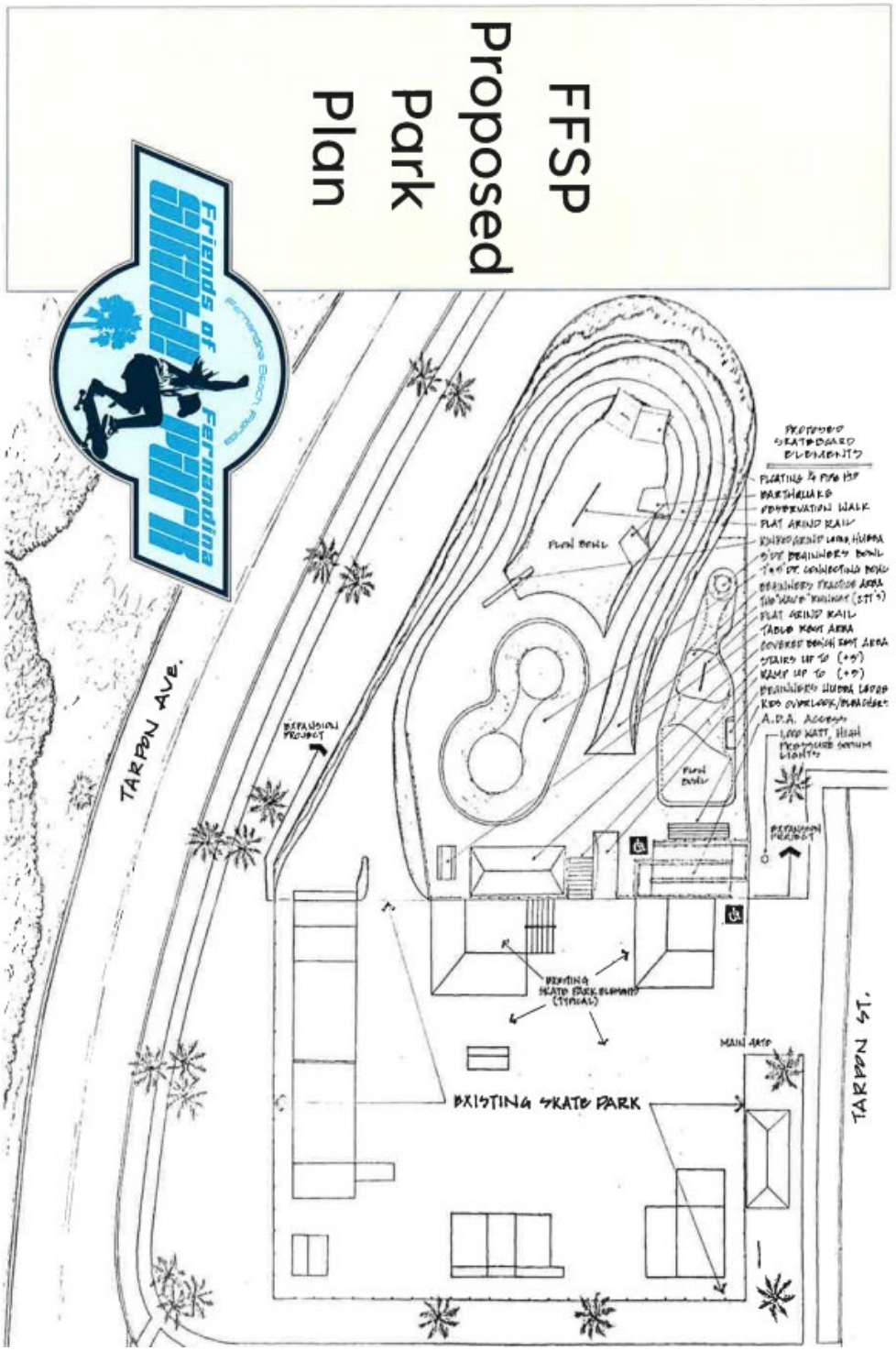
Daphne Forehand, City Planner

STAFF REPORT
PAB 2023-0038 (Vacation of ROW)
Planning Advisory Board
April 12, 2023

EXHIBIT A: GENERAL AREA MAP WITH AERIAL



EXHIBIT B: PROPOSED PARK PLAN PRESENTED AT PRAC 2/20/2023



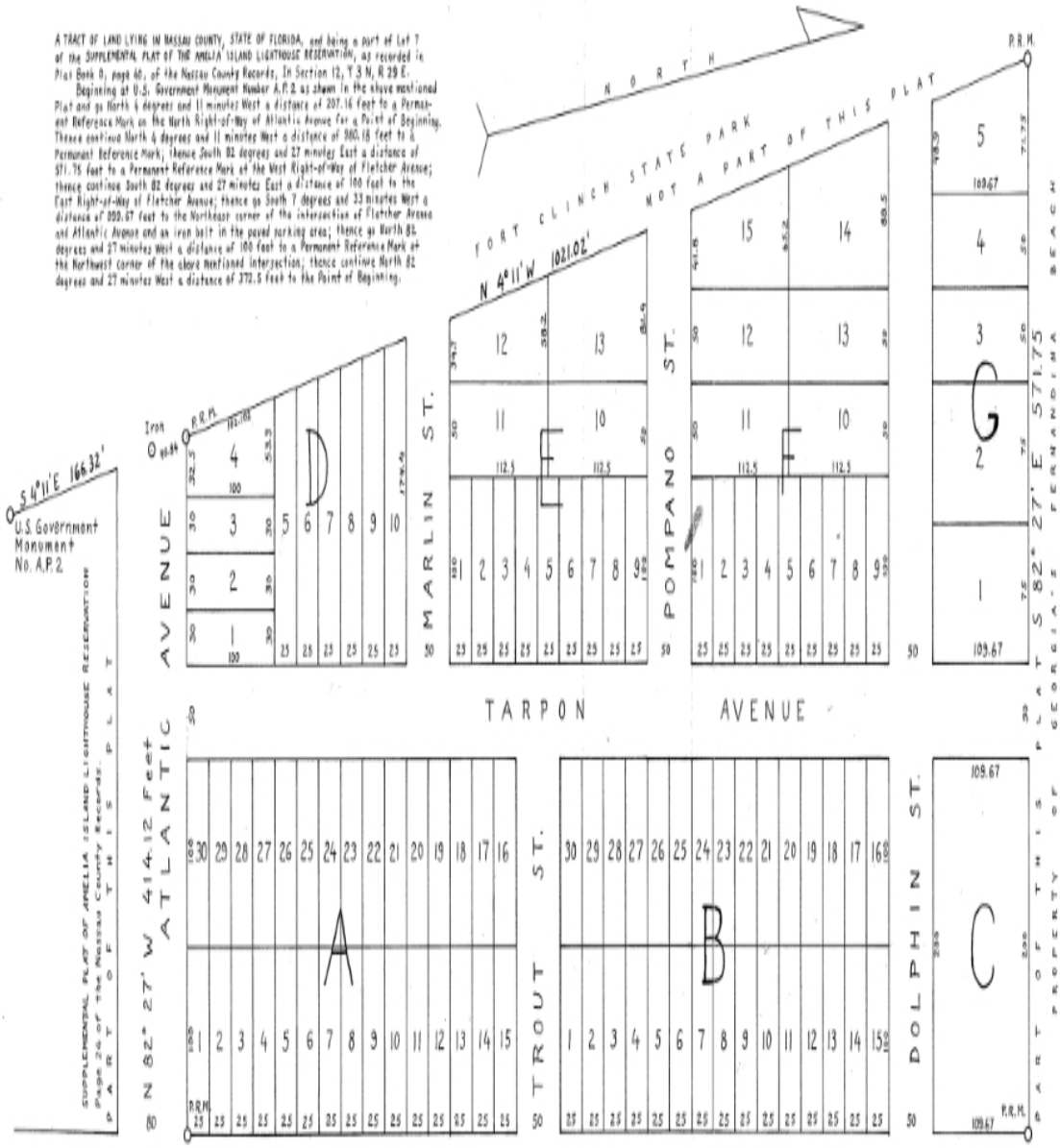
Plat book 2

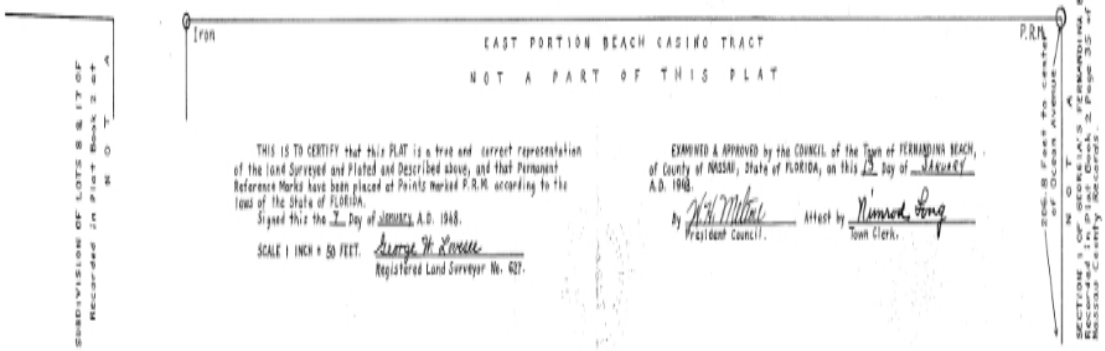
page 74.

WEST PORTION BEACH CASINO TRACT SUBDIVISION

A TRACT OF LAND LYING IN NASSAU COUNTY, STATE OF FLORIDA, and being a part of Lot 7 of the SUPPLEMENTAL PLAT OF THE AMELIA ISLAND LIGHTHOUSE RESERVATION, as recorded in Plat Book D, page 66, of the Nassau County Records, In Section 12, T 3 N, R 29 E.

Beginning at U.S. Government Monument Number A.P.2 as shown in the above mentioned Plat and go North 4 degrees and 11 minutes West a distance of 207.16 feet to a Permanent Reference Mark on the North Right-of-Way of Atlantic Avenue for a Point of Beginning. Thence continue North 4 degrees and 11 minutes West a distance of 980.18 feet to a Permanent Reference Mark; thence South 82 degrees and 27 minutes East a distance of 571.75 feet to a Permanent Reference Mark at the West Right-of-Way of Fletcher Avenue; thence continue South 82 degrees and 27 minutes East a distance of 100 feet to the East Right-of-Way of Fletcher Avenue; thence go South 7 degrees and 33 minutes West a distance of 999.67 feet to the Northeast corner of the intersection of Fletcher Avenue and Atlantic Avenue and an iron bolt in the paved parking area; thence go North 82 degrees and 27 minutes West a distance of 100 feet to a Permanent Reference Mark at the Northwest corner of the above mentioned intersection; thence continue North 82 degrees and 27 minutes West a distance of 372.5 feet to the Point of Beginning.





THIS IS TO CERTIFY that this PLAT is a true and correct representation of the land Surveyed and Plated and Described above, and that Permanent Reference Marks have been placed at Points marked P.R.M. according to the laws of the State of FLORIDA.

Signed this the 7 Day of January A.D. 1948.

SCALE 1 INCH = 50 FEET. George W. Loveless
Registered Land Surveyor No. 627.

EXAMINED & APPROVED by the COUNCIL of the Town of FERNANDINA BEACH, of County of NASSAU, State of FLORIDA, on this 13 Day of January A.D. 1948.

By W. W. Mittel President Council. Attest by Elmore Long Town Clerk.

THIS IS TO CERTIFY that the CITY OF FERNANDINA, a municipal Corporation in the County of NASSAU, State of FLORIDA, is the lawful owner of the land described in the Caption hereof and designated on this Plat of Subdivision; and that said City has caused the same to be Surveyed and Subdivided and this Plat made in accordance with said Survey is hereby adopted as a true and correct Plat of said land; and that all Streets and Avenues shown upon said Plat are hereby Irrevocably and without reservation dedicated to the use of the Public.

IN WITNESS WHEREOF the said City of FERNANDINA has caused these presents to be duly executed in its name by its Mayor and its corporate Seal to be hereto affixed, attested by its City Auditor and Clerk, on this 7th Day of January A.D. 1948.

CITY OF FERNANDINA,
By Gordon T. Butler
As its Mayor.

ATTEST: with corporate Seal.

Edward W. Meisenhelder III
As its City Auditor and Clerk.

STATE OF FLORIDA)
: ss
COUNTY OF NASSAU)

I HEREBY CERTIFY that on this day before me the undersigned, a Notary Public in and for the State of FLORIDA, at large, duly commissioned and qualified, personally appeared GORDON T. BUTLER and EDMUND W. MEISENHELDER, III, to me well known and known to me to be the Mayor and the City Auditor and Clerk, respectively of the City of FERNANDINA, the Municipal Corporation named in the foregoing instrument and known to me to be the persons who as such officers of said Corporation executed the same, and then and there the said GORDON T. BUTLER and the said EDMUND W. MEISENHELDER, III, did acknowledge before me that said instrument is the free act and deed of said Corporation by them respectively executed as such officers for the purposes therein expressed: That the Seal thereunto attached is the Corporate seal by them in like capacity affixed; all under authority in them duly vested by the City Commission of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 7th Day of January A.D. 1948, in the City of FERNANDINA, County of NASSAU, and State of FLORIDA.

Notary Public for State of FLORIDA at large.
My Commission expires 27 Jan. 1950

EXAMINED and APPROVED this 14 Day of January A.D. 1948 by the Board of County Commissioners, County of NASSAU, State of FLORIDA.

Harry D. Dungannon Chairman.
J. M. Brown Clerk.

I HEREBY CERTIFY that this Plat has been examined and that it complies in form with Chapter No. 10275 of the Laws of the State of FLORIDA, General Acts of 1925 A.D. and is filed for record and recorded in Plat Book 2 at page 74 of the Public Records of County of NASSAU, State of FLORIDA, this the 14 Day of January A.D. 1948.

J. M. Brown
Clerk of Circuit Court
Nassau County, Florida.

Print

Planning Advisory Board (PAB) - Submission #11114

Date Submitted: 3/22/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [ ] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [x] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

3/15/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

Tarpon Avenue

City* Fernandina Beach

State* FL

Zip* 32034

Parcel ID #(s)*

00-00-31-1100-000F-001L; 00-00-31-1100-000E-0010

Lot* 00

Block* 31

Subdivision* 1100

Zoning District* REC

Future Land Use Designation* Recreation

REVIEW TYPE*

- ☐ Zoning Map Amendment â‰¤ 10 acres
- ☐ Zoning Map Amendment > 10 acres
- ☐ LDC Text Amendment
- ☐ Comp Plan Amendment
- ☐ Subdivision Plat â€“ Preliminary â‰¤ 20 units
- ☐ Subdivision Plat â€“ Preliminary > 20 units
- ☐ Subdivision Plat â€“ Final
- ☑ Vacation of R.O.W.
- ☐ Voluntary Annexation
- ☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name* City of

Last Name* Fernandina Beach

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-277-7300

Email Address*

cvorrasi@fbfl.org

OWNER'S AGENT

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

First Name

Last Name

Mailing Address

City

State

Zip

Telephone Number

E-mail Address

PROJECT INFORMATION

Previous Planning/Zoning Approvals

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

Vacation of ROW for recreational use.

Certification*

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

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

I/We understand that the City Staff may install a Notice of Hearing sign on the property 14 days before the scheduled heating and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant First Name*

Catherine

Applicant Last Name*

Vorrasi

Today's Date*

3/22/2023

Upload Supporting Documentation*

Skate Park Letter of Intent.docx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, April 12, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

VACATION OF RIGHT OF WAY (ROW)

PAB CASE 2023-0038: ***CITY OF FERNANDINA BEACH*** REQUESTS A VACATION OF ROW FOR APPROXIMATELY 142 FT BY 50 FT SECTION OF UNIMPROVED POMPANO STREET.

LAND DEVELOPMENT CODE TEXT AMENDMENT

PAB CASE 2023-0039: ***CITY OF FERNANDINA BEACH*** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY ADDING DEFINITIONS IN SECTION 1.07.00 (ACRONYMS AND DEFINITIONS) FOR ADAPTIVE REUSE, DEVELOPMENT AND DEVELOPMENT ACTIVITY, INFILL DEVELOPMENT, REDEVELOPMENT, AND GREENFIELD DEVELOPMENT, TO AMEND SECTION 6.04.01 STANDARDS FOR LARGE SCALE COMMERCIAL DEVELOPMENT SPECIFICALLY CHANGING POLICIES FOR MAXIMUM GROSS FLOOR AREA, CREATING ALLOWANCE FOR EXPANSION OF NON-CONFORMING STRUCTURES, PARKING MATERIALS, LOADING DOCKS, TO AMEND SECTION 7.01.04(C)(2) PARKING LOT DESIGN REQUIREMENTS, PARKING MATERIALS; TO AMEND SECTION 7.01.06 LOADING SPACE STANDARDS AND DESIGN TO ADD CRITERIA FOR REDEVELOPMENT PROJECTS, MODIFYING SECTION 10.01.02 TO ALLOW REASONABLE EXPANSION OF NON-CONFORMING COMMERCIAL DEVELOPMENT.

LAND DEVELOPMENT CODE TEXT AMENDMENT

PAB CASE 2023-0040: ***CITY OF FERNANDINA BEACH*** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY 10.02.02(A) REQUIRED FINDINGS FOR GRANT OF A VARIANCE TO REMOVE THE CRITERIA FOR SPECIAL PRIVILEGE AND TO ALLOW A VARIANCE TO BE APPROVED WITH A SUPERMAJORITY OF THE CRITERIA BEING MET.

COMPREHENSIVE PLAN TEXT AMENDMENT

PAB CASE 2023-0041: ***CITY OF FERNANDINA BEACH*** REQUESTS COMPREHENSIVE PLAN TEXT AMENDMENTS TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY MODIFYING THE FUTURE LAND USE ELEMENT POLICY 1.08.05 (STANDARDS FOR DESTINATION ACTIVITY CENTERS OR CONVERSION OF EXISTING CONVENTIONAL SUBURBAN SHOPPING CENTERS) AND MODIFYING OR STRIKING THE MULTIMODAL TRANSPORTATION ELEMENT POLICIES 2.13.06 (REQUIRED PLACEMENT OF PARKING), 2.13.08 (VISUAL SCREENING OF PARKING), 2.13.11(REQUIREMENTS FOR PERVIOUS PARKING MATERIALS).

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-24
Comprehensive Plan Amendment - Commercial Redevelopment

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-24 at First Reading.

SYNOPSIS: This ordinance amends the Comprehensive Plan to allow for reasonable reinvestment in existing commercial properties by amending the Future Land Use Element and striking the Multimodal Transportation Element Policies 2.13.06, 2.13.08, and 2.13.11 to rely on the existing provisions provided within the Land Development Code.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-24 at First Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/5/2023



Submitted By: Daphne Forehand, Planner I

Date: April 18, 2023

COMMISSION ACTION: Approve

ORDINANCE 2023-24

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE COMPREHENSIVE PLAN TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY MODIFING THE FUTURE LAND USE ELEMENT POLICY 1.08.05 (STANDARDS FOR DESTINATION ACTIVITY CENTERS OR CONVERSION OF EXISTING CONVENTIONAL SUBURBAN SHOPPING CENTERS) AND BY STRIKING THE MULTIMODAL TRANSPORTATION ELEMENT POLICIES 2.13.06 (REQUIRED PLACEMENT OF PARKING), 2.13.08 (VISUAL SCREENING OF PARKING), 2.13.11 (REQUIREMENTS FOR PERVIOUS PARKING MATERIALS); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted a unified Land Development Code on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its Regular Meeting on Wednesday, April 12, 2023, and unanimously recommended approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on March, 29 2023.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the Comprehensive Plan Text Amendments are necessary to address policy limitations which prevent reinvestment and discourage adaptive reuse of existing commercial properties, attached hereto as Exhibit "A," modifying the Future Land Use Element Policy 1.08.05 and striking the Multimodal Transportation Element Policies 2.13.06, 2.13.08, 2.13.11 to rely on the provisions provided in the Land Development Code.

SECTION 2. TRANSMITTAL OF PROPOSED AMENDMENTS. The City Commission hereby endorses the proposed Comprehensive Plan amendments for transmittal to the State Land Planning Agency for the purpose of an Expedited State Review in accordance with Section 163.3184 (3), Florida Statutes.

SECTION 3. SEVERABILITY. If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 4. COMPLIANCE. The proposed plan amendments adopted by this Ordinance are not effective until a final order is issued by the State Land Planning Agency finding the amendments to be "in compliance" in accordance with Section 163.3184, Florida Statutes. If the Agency issues a final order finding the amendments not "in compliance," the amendments may

nonetheless be made effective by adoption of a Resolution at a public hearing affirming the effective status of the amendments. No development orders or development permits dependent upon these amendments may be issued, and no development dependent upon these amendments may be undertaken before the amendments become effective.

SECTION 5. This Ordinance shall become effective immediately upon adoption.

ENACTED this _____day of _____,2023

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

Date of First Reading Advertisement (PAB):April 12, 2023
Date of First Reading and Public Hearing: May 16, 2023
Date of transmittal proposed amendments to State Land Planning Agency:
Date of Compliance Report Received from State Land Planning Agency:
Date of Second Reading Advertisement:
Date of Second Reading and Public Hearing:
Date of transmittal adopted amendments to State Land Planning Agency:

"EXHIBIT A"

Element 1 – Future Land Use

Policy 1.08.05.

In order to encourage neighborhood-serving "destination activity centers" and to support the conversion of its existing conventional suburban shopping centers, the City ~~shall~~ requires that commercial and mixed use conversion use must meet, at a minimum, the following standards:

a. Commercial build- to lines that pull the building up to a wide street side sidewalk with a row of trees;

b. Modest instead of abundant off-street parking, located at the rear or side of buildings, and away from pedestrian areas for new development and infill outparcel redevelopment of existing commercial properties;

c. Site design which creates a sense of arrival and departure;

d. A connected sidewalk and path system promoting safety, comfort, and convenience by linking buildings within the development to adjacent properties;

e. Building facades facing the street and aligned to form squares, streets, plazas, or other forms of a pleasant urban realm;

f. A vertical mixed of residences above non-residential uses within the center, and a required percentage of floor area that is residential and retail within mixed land use categories;

g. ~~No free-standing retail non-residential establishment with the development exceeding 30,000 square feet of first floor area; or no individual non-residential establishment exceeding 60,000 square feet of first floor area within an existing commercial shopping center.~~

h. First floor uses promoting entertainment and retail uses, and articulation and glazing for pedestrian interest; and

i. Rules that restrict establishment of auto-oriented uses, or uses that generate significant noise, odor, or dust.

Change Justification: Conflicts with established policies for adaptive reuse (CP 1.01.03) of existing structures and supports policies 1.04.01, 1.04.03, 1.04.04., 1.05.02. Requested changes better reflect the built environment and allow for reinvestment in existing commercial properties.

(Text Amendments continued next page)

Element 2 – Multi-modal Transportation

~~**Policy 2.13.06.**~~
~~All non-residential off-street parking shall be placed in the rear or side of a building, rather than in the front or otherwise adjacent to a street.~~

~~**Policy 2.13.08.**~~
~~In locations where the City continues to allow parking in front, off-street parking adjacent to a street, it should be visually screened with a vegetative wall, fence, hedge or landscape berm. Walls, fences and berms, where provided, shall be designed for aesthetics, security, durability and access.~~

Policy 2.13.11.
~~The City shall requires that all new development and redeveloping properties to~~ incorporate use ~~of pervious parking materials for a minimum of 75% of the required parking area~~ in parking ~~areas. Pervious parking materials that require regular maintenance though activities such as, vacuum sweeping, must demonstrate their ability to perform regular maintenance of the site.~~

Change Justification: Strikes the current policies to rely on specific standards established in the Land Development Code.

8 Flags Shopping Center = Approximately 96,500 Square Feet
Constructed in 1974, 1976, and 1978 (theater)

Largest Single Tenant Space:
Theater (Soon to be Physicians' Offices) = Approximately 24,000 Square Feet





Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Amelia Plaza = Approximately 95,000 Square Feet
Constructed in 1978 and 1987

Largest Single Tenant Space:
Winn Dixie = Approximately 47,157 Square Feet





Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Walmart = Approximately 77,000 Square Feet
Constructed in 1986





Island Walk Shopping Center (with Bealls and Bealls Outlet) =
Approximately 228,318 Square Feet

Constructed in 1987
Largest Single Tenant Spaces: Publix Super Center = Approximately 56,000 Square Feet and Bealls and Bealls Outlet = Approximately 85,000 Square Feet





Fairway Sadler Plaza = Approximately 44,000 Square Feet (Split across 2 buildings)
Constructed in 2007





Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Sadler Square Shopping Center = Approximately 86,232 Square Feet
Constructed in 1987

Largest Single Tenant Space:
Lott's Furniture = Approximately 31,520 Square Feet





STAFF REPORT
PAB CASES 2023-039, 2023-040, 2023-041(Large- Scale Commercial Redevelopment)
April 12, 2023

APPLICATIONS FOR COMPRHENSIVE PLAN AND LAND DEVELOPMENT CODE TEXT AMENDMENTS

SUMMARY BACKGROUND:
In Fernandina Beach, "large-scale" commercial development largely occurred along roadways leading to the Central Business District including Sadler Road, S. 14th Street, and 8th Street between the late 1970s and 1980s. It was a time when typical commercial development patterns included large expanses of asphalt vehicle parking, (often an oversupply of parking), to accommodate strip malls with one or more anchor tenants. Little attention was given to landscaping or pedestrian access and circulation.

Fast forward 40-50 years, the City's established shopping centers have been well maintained and updated several times over the years. Often this is through façade face lifts and interior renovations as well as new roofs and updates to mechanical such as HVAC, electrical, and plumbing as the business mix has changed. Retrofit of parking areas to incorporate additional landscaping has occurred incrementally, but typically remain far from compliant with current standards.

In 2000, the City of Fernandina Beach established new standards for large-scale commercial development, which was defined as anything greater than 20,000 square feet. These new standards required design changes such as facade improvements and architectural elements. Most notably, was a standard for the prevention of "Super Walmart" style commercial development, which limited the size of commercial development to no greater than 80,000 square feet. This limit was based on the amount of commercial floor area that could be constructed on a city block within the downtown core (Central Business District), according to meeting minutes.

The adoption of these new standards immediately rendered several commercial shopping centers "non-conforming" with the City's regulations. Non-conforming structures are allowed to be maintained but cannot be expanded without a variance from the Board of Adjustment (BOA). Please reference supplemental documentation which provides analysis of the City's commercial shopping centers including estimated square footage, age of structure, and site photos (**EXHIBIT A**).

A secondary issue that impacts commercial re-investment is a requirement within the City's Comprehensive Plan (Plan) and Land Development Code (LDC) requiring all new development and redevelopment projects to reconstruct parking with 75% pervious materials. This standard was adopted in late 2012 during a time when the State of Florida was considering changes in stormwater regulations through the Water Management Districts to recognize low impact development strategies and reduce the required volume calculations where these strategies have been incorporated. Unfortunately, due to administrative shifts in philosophy following the gubernatorial election, the rulemaking process associated with this effort stopped in 2013-2014. Today, stormwater calculations remain as they were historically and there is no credit for incorporation of pervious materials in site design and there in no incentive to incorporate alternative paving materials to reduce the land area dedicated to stormwater management.

PROBLEM STATEMENT:
The City's commercial shopping centers need to upgrade and redevelop to attract new anchor tenants. Established standards limiting large-scale commercial development coupled with not allowing for expansion of a non-conforming structure and requirements for pervious parking materials actively thwart the ability to make reasonable reinvestment into existing structures or to demolish and rebuild in the same place. As a result, these properties are obligated to demonstrate a hardship to obtain a variance. Variances are completely at risk, and it is extremely difficult for staff or the BOA to recommend approval even when site or use specific special conditions prevent full compliance with the LDC.

STAFF REPORT
PAB CASES 2023-039, 2023-040, 2023-041(Large- Scale Commercial Redevelopment)
April 12, 2023

PROPOSED SOLUTION:

1. Text amendments to the 2030 Comprehensive Plan to strike policies requiring pervious parking materials to rely on standards created in the Land Development Code. AND
2. Text amendments to the Land Development Code to provide direction which:
   - Allows for reasonable redevelopment of large-scale commercial development,
   - Modifies standards to reduce the amount of pervious parking by allowing for alternate paving materials which adds character to the development site,
   - Recognizes that neighborhoods have built up around the commercial development and some requirements cannot be achieved in the current location, and
   - Modify standards for the approval of variances.

RATIONALE:

The proposed solution serves to create a more consistent approach with Comprehensive Plan policies that seek to allow for adaptive reuse of existing structures and sustainable building techniques. More specifically the amendments resolve a conflict with Plan policy 1.01.03 of and further supports Plan policies 1.04.01, 1.04.03, 1.04.04., 1.05.02, Objective 12.05 and policies 12.05.01-12.05.03. Collectively, the proposed changes will allow for adaptive reuse of built environment, allows for reasonable reinvestment in existing commercial properties and avoids the potential for demolition of otherwise functional properties to achieve compliance. By striking certain Plan policies, the City relies on the standards established in the LDC to set the direction for large-scale commercial development and redevelopment activities.

The proposed changes to the LDC will:

- Add new definitions to provide clarification for certain development types,
- Striking the 80,000 square foot (SF) limitation for large-scale commercial development and adding a limitation for 55,000 square feet for a single-use tenant or owner which addresses the 1999 community concern of Super Walmart locating in the city,
- Adding a policy to allow for up to 15% expansion of a single business tenant existing non-conforming commercial structure,
- Requiring at least twenty (20) percent of areas dedicated to parking and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns to recognize the desire to ensure community character through design.
- Establishing a separate standard for reuse or redevelopment of existing loading docks to recognize that the residential development occurred after the original commercial shopping center,
- Removing the requirement for "Special Privilege" as the request itself is inherently allowing for a special right for that specific property, and
- Allowing variance approvals with a super majority of criteria being achieved (4 out of 5).

Staff has analyzed the requested amendments against average footprints of single-tenant businesses typically found within the Jacksonville MSA/ First Coast region. These are provided as a reference point for the board to consider and understand how the changes will continue to disallow certain "big box" businesses from locating in Fernandina Beach. Below is a brief listing of the typical/ average square footage (SF) needs for each business ranging from largest to smallest in indoor footprint size:

- Super Walmart: 187,000 SF
- Costco: 146,000 SF
- Sam's Club: 136,000 SF
- Target: 130,000 SF
- Lowe's: 112,000-117,000 SF
- IKEA (small footprint): 115,000 SF
- JCPenney Clothing: 110,000 -160,000 SF
- Home Depot: 105,000 SF
- Kohl's: 80,000- 90,000 SF
- Bass Pro Shop: 85,000 SF

- AMC Theaters: 60,000 SF
- Hobby Lobby: 55,000 - 64,000
- Urban Air Trampoline Park: 45,000-55,000 SF
- Ashley Home Store: 30,000-54,000 SF
- Harris Teeter: 53,000 SF
- Publix Super Center: 45,000-61,000 SF
- Winn Dixie: 45,000-60,000 SF
- Big Lots: 47,000 SF
- Walmart Neighborhood Market: 40,000 SF
- YMCA: 40,000 SF
- Best Buy: 38,500 SF
- LA Fitness: 35,000 - 45,000 SF
- Ace Hardware: 30,000 SF
- Council on Aging (Existing in City): 28, 769 SF
- Dave & Buster's Arcade: 25,000 – 43,000 SF
- Macy's or TJ Maxx: 30,000 SF
- HomeGoods: 28,000 SF
- PetSmart: 26,000 SF
- Publix Greenwise: 25,000 – 28,000 SF
- Rainforest Café: 23,000 -30,000 SF
- JoAnn Fabric or Michaels: 22,000 SF
- Aldi Super Market: 17,825- 18,000 SF
- Avg. 10 lane Bowling Alley: 15,000 SF
- Trader Joes: 8,000 – 15,000 SF
- Skating Rink: 14,000 SF
- Outpatient Surgery Center: 12,500 SF
- David's Bridal: 12,000 SF
- Pottery Barn: 10,000 SF
- Cheesecake Factory: 7,500 – 10,000 SF
- Fleming's Prime Steakhouse: 7,000-8,000 SF
- PF Chang's Traditional Restaurant: 7,000 SF
- Dollar General: 7,200 SF
- Bonefish Grill: 5,500 SF
- Healthcare/ Medical Offices: 3,000 – 8,000 SF

Respectfully submitted by,

Kelly N. Gibson, AICP, Director

Print

Planning Advisory Board (PAB) - Submission #11221

Date Submitted: 4/5/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [ ] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [x] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/1/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

n/a

Lot*

n/a

Block*

n/a

Subdivision*

n/a

Zoning District*

C-1

Future Land Use Designation*

8th St Mixed Use

REVIEW TYPE*

- [ ] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [x] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [ ] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

City of Fernandina Beach /

Last Name*

Mark Foxworth

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

City of Fernandina Beach /

Last Name

Kelly Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

9043103480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

n/a

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

PAB CASE 2023-0041: Comp Plan amendments to support commercial development and redevelopments by modifying the future land use element policy 1.08.05 (standards for destination activity centers or conversion of existing conventional suburban shopping centers) and modifying or striking the multimodal transportation element policies 2.13.06 (required placement of parking), 2.13.08 (visual screening of parking), 2.13.11 (requirements for pervious parking materials).

Certification*

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

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

I/We understand that the City Staff may install a Notice of Hearing sign on the property 14 days before the scheduled heating and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant First Name*

City of Fernandina Beach /

Applicant Last Name*

Kelly Gibson

Today's Date*

2/1/2023

Upload Supporting Documentation*

03 29 23 Display Ad.docx

Upload 2

Choose File | No file selecte

Upload 3

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Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, April 12, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

VACATION OF RIGHT OF WAY (ROW)

PAB CASE 2023-0038: ***CITY OF FERNANDINA BEACH*** REQUESTS A VACATION OF ROW FOR APPROXIMATELY 142 FT BY 50 FT SECTION OF UNIMPROVED POMPANO STREET.

LAND DEVELOPMENT CODE TEXT AMENDMENT

PAB CASE 2023-0039: ***CITY OF FERNANDINA BEACH*** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY ADDING DEFINITIONS IN SECTION 1.07.00 (ACRONYMS AND DEFINITIONS) FOR ADAPTIVE REUSE, DEVELOPMENT AND DEVELOPMENT ACTIVITY, INFILL DEVELOPMENT, REDEVELOPMENT, AND GREENFIELD DEVELOPMENT, TO AMEND SECTION 6.04.01 STANDARDS FOR LARGE SCALE COMMERCIAL DEVELOPMENT SPECIFICALLY CHANGING POLICIES FOR MAXIMUM GROSS FLOOR AREA, CREATING ALLOWANCE FOR EXPANSION OF NON-CONFORMING STRUCTURES, PARKING MATERIALS, LOADING DOCKS, TO AMEND SECTION 7.01.04(C)(2) PARKING LOT DESIGN REQUIREMENTS, PARKING MATERIALS; TO AMEND SECTION 7.01.06 LOADING SPACE STANDARDS AND DESIGN TO ADD CRITERIA FOR REDEVELOPMENT PROJECTS, MODIFYING SECTION 10.01.02 TO ALLOW REASONABLE EXPANSION OF NON-CONFORMING COMMERCIAL DEVELOPMENT.

LAND DEVELOPMENT CODE TEXT AMENDMENT

PAB CASE 2023-0040: ***CITY OF FERNANDINA BEACH*** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY 10.02.02(A) REQUIRED FINDINGS FOR GRANT OF A VARIANCE TO REMOVE THE CRITERIA FOR SPECIAL PRIVILEGE AND TO ALLOW A VARIANCE TO BE APPROVED WITH A SUPERMAJORITY OF THE CRITERIA BEING MET.

COMPREHENSIVE PLAN TEXT AMENDMENT

PAB CASE 2023-0041: ***CITY OF FERNANDINA BEACH*** REQUESTS COMPREHENSIVE PLAN TEXT AMENDMENTS TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY MODIFYING THE FUTURE LAND USE ELEMENT POLICY 1.08.05 (STANDARDS FOR DESTINATION ACTIVITY CENTERS OR CONVERSION OF EXISTING CONVENTIONAL SUBURBAN SHOPPING CENTERS) AND MODIFYING OR STRIKING THE MULTIMODAL TRANSPORTATION ELEMENT POLICIES 2.13.06 (REQUIRED PLACEMENT OF PARKING), 2.13.08 (VISUAL SCREENING OF PARKING), 2.13.11(REQUIREMENTS FOR PERVIOUS PARKING MATERIALS).

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-25
Land Development Code Text Amendments - Large Scale Commercial Redevelopment

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-25 at First Reading.

SYNOPSIS: Amends the Land Development Code related to large scale commercial development and redevelopment to support development opportunities and to allow for reasonable reinvestment in existing commercial properties.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2023-25 at First Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/5/2023

Submitted By: Daphne Forehand, Planner I Date: April 18, 2023

COMMISSION ACTION: Approve

ORDINANCE 20232-25XX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITES, AND TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY ADDING DEFINITIONS IN SECTION 1.07.00 (ACRONYMS AND DEFINITIONS) FOR ADAPTIVE REUSE, DEVELOPMENT AND DEVELOPMENT ACTIVITY, INFILL DEVELOPMENT, REDEVELOPMENT, AND GREENFIELD DEVELOPMENT; AND AMENDING SECTION 6.04.01 STANDARDS FOR LARGE SCALE COMMERCIAL DEVELOPMENT SPECIFICALLY CHANGING POLICIES FOR MAXIMUM GROSS FLOOR AREA, CREATING ALLOWANCE FOR EXPANSION OF NON-CONFORMING STRUCTURES, PARKING MATERIALS, LOADING DOCKS; AND AMENDING SECTION 7.01.04(C)(2) PARKING LOT DESIGN REQUIREMENTS, PARKING MATERIALS; AND AMENDING SECTION 7.01.06 LOADING SPACE STANDARDS AND DESIGN AND ADDING CRITERIA FOR REDEVELOPMENT PROJECTS; AND MODIFYING SECTION 10.01.02 TO ALLOW REASONABLE EXPANSION OF NON-CONFORMING COMMERCIAL DEVELOPMENT~~AMENDING SECTION 1.07.00 ACRONYMS AND DEFINITIONS TO ADD DEFINITIONS FOR BUILDING AREA AND FRONT FAÇADE; AMENDING LDC 5.01.03(H) CLARIFYING PLACEMENT OF DETACHED ACCESSORY BUILDINGS BEHIND THE FRONT FAÇADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 5.01.03 (H) TO ALLOW 16 INCH EAVE ENCROACHMENTS INTO SIDE OR REAR SETBACKS FOR ACCESSORY STRUCTURES; ADDING SECTION 5.01.03 (H)(1) INCORPORATING BUILDING HEIGHT MEASUREMENTS FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.03(I) CLARIFYING THE MAXIMUM BUILDING AREA FOR DETACHED ACCESSORY BUILDINGS; AMENDING SECTION 5.01.04 (A)(3) TO CLARIFY ACCESSORY DWELLING UNIT BUILDING HEIGHT MEASUREMENT FROM AVERAGE NATURAL GRADE TO THE ROOF PEAK UNLESS LOCATED IN A SPECIAL FLOOD HAZARD AREA; AMENDING SECTION 5.01.04 (A)(4) DIRECTING ACCESSORY DWELLING UNIT PLACEMENT BEHIND THE FRONT FAÇADE OF A PRINCIPAL STRUCTURE; AMENDING SECTION 8.01.01.02 (6) TO CLARIFY ACCESSORY STRUCTURE HEIGHT CALCULATION WITH THE OT-1 AND OT-2 ZONING DISTRICTS~~; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has applied for an LDC text amendment to modify multiple Land Development Code Sections to ~~address error, omissions, and corrections~~support commercial development and redevelopment opportunities, and to allow for reasonable reinvestment in existing commercial properties, and

WHEREAS, the City Commission adopted a unified Land Development Code (LDC) on September 5, 2006, which became effective on October 1, 2006; and

WHEREAS, the City's adopted 2030 Comprehensive Plan directs changes to the Land Development Code for consistency with State Laws and current planning methods for growth and economic development; and

WHEREAS, the Planning Advisory Board held public hearings on ~~August~~ March 08~~10~~, 2023~~22, September 14, 2022, October 12, 2022,~~ and ~~December~~ April 1~~2~~4, 2023~~2~~, to discuss and consider public comment on the requested LDC Text Amendments;

WHEREAS, the Planning Advisory Board (PAB), acting as the City's Local Planning Agency, considered the application at its ~~Special~~ Regular Meeting on Wednesday, ~~December~~ April 1~~2~~4, 2023~~2~~, and issued a recommendation of approval for the requested amendments; and

WHEREAS, notice of public hearing on such Land Development Code amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on ~~November~~ March 29~~30~~, 2023~~2~~.

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

SECTION 1. PURPOSE AND INTENT. The City Commission finds that the amendments attached hereto as Exhibit "A," amending multiple LDC Sections to ~~address errors, omissions, and corrections~~support commercial development and redevelopment opportunities and to allow for reasonable reinvestment in existing commercial properties.

SECTION 2. SEVERABILITY. If any section, sentence, ~~clause~~clause, or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, the holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 3. This Ordinance shall become effective immediately upon enactment.

ENACTED this_____ ~~21st~~20th day of ~~February~~_____~~June~~, 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: ~~January~~ May 1~~6~~7, 2023
Date of Second Reading/Final Hearing: ~~February~~ ~~June~~ 2~~0~~1~~, 2023~~
Date of Publication: _____ ~~November 30, 2022 and January __, 2023~~

~~ORDINANCE 20232-XX03~~
EXHIBIT "A"

CHANGES TO CHAPTER 1

1.07.00 DEFINITIONS

Adaptive Reuse *means the renovation and reuse of pre-existing structures for new purposes.*

Development and Development Activity *has the meaning in 380.04, F.S.*

Infill Development *means development of vacant parcels or unused lands within previously built areas.*

Redevelopment *means demolition of an existing structure(s) followed by construction of new structure(s).*

Greenfield Development*: development on undeveloped parcels not surrounded by existing development, or on large parcels surrounding partially developed areas or undeveloped areas.*

Change Justification: Adds new definitions to identify specific development scenarios.

(Changes continue next page)

~~**Area, Building** means the area within surrounding exterior walls. Areas of the building not within surrounding walls are included in the building area if such areas are included within the horizontal projection of the roof. Areas of the building not within the surrounding walls such as: eave overhangs, uncovered stairwells, uncovered balconies, or uncovered front entry steps are not included in the building area.~~

~~**Façade, Front** means the exterior side of a building which faces and is most closely parallel to the front lot line.~~

CHANGES TO CHAPTER 6~~5~~

6.04.00 COMMERCIAL DEVELOPMENT

6.04.01 Standards for Large Scale Commercial Development

Large scale commercial development is commercial development with 20,000 or more square feet of gross floor area in all buildings on the site. The design standards set forth below apply to large scale commercial development.

A. Commercial development includes a single, freestanding building or a group of buildings. Commercial development ~~shall~~ must have a unified design and a management plan to ensure continual compliance with an approved site plan.

B. Commercial buildings may be occupied by one (1) or more business tenants or owners.

C. Commercial buildings ~~shall~~ must be designed to ensure adaptability for reuse. The building design ~~shall~~ must include specific elements for adaptation for multi-tenant reuse. Such elements may include compartmentalized construction, including plumbing, electrical service, heating, ventilation, and air conditions. The building design ~~shall~~ must also allow for interior subdivision into separate tenancies.

D. Development may be proposed on a single parcel, or two (2) or more parcels. Where a single development is proposed that includes two (2) or more parcels, the development ~~shall~~ must be under unified control and management. Proof of unified control and management ~~shall~~ must be provided to the City.

E. New development: The maximum gross floor area for a single business tenant or owner in any new commercial building is not permitted to exceed 55,000 square feet ~~and all buildings within commercial development shall not exceed 80,000 square feet~~., except for lodging accommodations in the C-1, C-2 and I-A zoning districts. Lodging Accommodations in the C-1, C-2, and I-A zoning districts shall not exceed 150,000 square feet.

F. A single business tenant or owner in an existing nonconforming commercial property is permitted to expand the structure at no greater than 15% of the existing structure's footprint.

F. The standards for buffers in Section 4.05.~~05~~12 ~~shall~~ must apply on the perimeter of the development parcel. Buffers ~~shall~~ are not ~~be~~ required between uses on the interior of the development parcel. This does not relieve the applicant from meeting all landscaping requirements that may apply to the total site or parking areas within the site.

G. Where two (2) or more buildings are proposed within the development site, such buildings ~~shall~~ must be connected by sidewalks or pedestrian pathways. Pedestrian facilities ~~shall~~ must meet the following standards:

1. Decorative pavers, bricks, scored concrete, or paving patterns ~~shall~~ must be used to identify pedestrian areas.
2. At least one (1) internal continuous sidewalk ~~shall~~ must be provided from an adjacent public street to the primary entrance ~~shall~~ must the commercial development.
3. Sidewalks or walkways shall connect focal points of pedestrian activity, such as street crossings, building entrances, plazas, or courtyards.
4. Landscaping ~~shall~~ must be located adjacent to pedestrian areas to provide separation.

5. All internal pedestrian walkways shall be physically separated from parking lot aisles, driveways, and other vehicular areas.

(Changes continue next page)

H. Each building on a commercial development site ~~shall~~ must have clearly defined, highly visible customer entrances, featuring no less than two (2) of the following features:

1. Arcades;
2. Arches;
3. Canopies or porticos;
4. Cupolas;
5. Overhangs;
6. Recesses or projections;
7. Architectural details, such as tile work or molding, which is integrated into the building structure and design; or
8. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

I. Mechanical equipment, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, ~~shall~~ must be screened from view from public rights-of-way through one (1) of the following methods:

1. Where equipment is at ground level, screening may be provided through landscaping sufficient to block the view from public rights-of-way; or
2. Where brick, wood, or masonry materials are used to screen the equipment or devices, the materials ~~shall~~ must be the same as the predominant exterior building materials for the principal building on the site.

J. Street level retail uses with sidewalk frontage ~~shall~~ must provide an entrance to the building from the sidewalk in addition to any other access that may be provided to the building.

K. The following accessory uses and structures ~~shall~~ must be integrated into the overall design of the site to ensure that visual and other impacts of these uses are fully contained or enclosed and out of view from adjacent properties and public streets. These uses and structures ~~shall~~ must be designed to blend with the principal building through the use of color, building materials, and architectural features, to ensure that no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal material of the building and landscape:

1. Loading docks;
2. Truck parking;
3. Outdoor storage;
4. Outdoor shopping cart storage areas;
5. Utility meters;
6. HVAC equipment;
7. Dumpsters (See Section 5.01.07); and
8. Other similar service facilities and functions.

L. Building design requirements:

1. Facades that are 100 or more feet in length ~~shall~~ must provide wall projections or recesses a minimum of three (3) feet in depth and a minimum of twenty (20) contiguous feet long within each 100 feet of facade length.
2. Arcades, display windows, entry areas, or awnings ~~shall~~ must be provided along at least sixty (60) percent of the façade.
3. A repeating pattern of color, texture, or materials is required.

4. Brick, wood, or masonry materials shall be used.
5. The roofline ~~shall~~ must have a change in height every 100 feet of building length.
6. Parapets, mansard roofs, gable roofs, hip roofs, or dormers ~~shall~~ must be used to conceal flat roofs and roof top equipment from public view. *(Changes continue next page)*

M. All exterior lighting ~~shall~~ must be shielded and directed such that there is no direct illumination of adjacent properties.

N. Gasoline canopies and automotive service facilities that are accessory to the principal building shall be compatible with the design of the principal building:
1. Materials, colors, building designs, architectural features, and roof design ~~shall~~ must conform with and compliment the predominant materials, colors, and design of the principal building.
2. Lighting ~~shall~~ must be flush mount, flat lens fixtures for all under canopy fueling areas.

O. Parking ~~shall~~ must not exceed 110 percent of the parking standard set forth in Section 7.01.04. ~~At least twenty (20) percent of the required parking shall be provided in pervious pavement, grass, gravel, turf block, or similar material.~~

P. At least twenty (20) percent of areas dedicated to parking and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns.

~~Q~~P. Loading docks ~~shall~~ must be screened from view from adjacent properties and from the public right-of-way. Loading docks for all new development ~~shall~~ must be setback a minimum of 100 feet from any lots zoned for residential use. Loading docks for redevelopment or adaptive reuse projects are permitted to be setback a minimum of 40 feet from any lots zoned for residential use.

Change Justification: Drafted amendments serve to allow for reasonable standards for commercial development and redevelopment or adaptive reuse projects by limiting the size of single use tenant or owner spacing and allowing for expansion of non-conforming structures. Modifies requirements for large-scale commercial development to provide relieve from requirements for pervious materials to make consistent with the St. Johns River Water Management District for calculation of stormwater runoff volumes but, retains a requirement to provide alternative paving surfaces in parking aisles and spaces for character. Additionally, it modifies the requirements for loading docks to address redevelopment and adaptive reuse scenarios in keeping with the established building patterns in Fernandina Beach. These changes apply exclusively to parking material requirements and do not amend (in anyway) the overall site maximum impervious surface area allowances as directed in LDC Section 4.02.01(J). The changes to loading docks were determined by looking at the existing development patterns of commercial properties. The allowance at 40 feet for ONLY redevelopment projects will make existing structures conform and avoid needing to seek a variance if redevelopment occurs on the same site.

(Changes continue next page)

CHANGES TO CHAPTER 7
7.01.00 TRANSPORTATION AND PARKING FACILITIES
7.01.04 Parking Standards and Lot Design

C. Parking lot design requirements

* * * * *

~~2. Parking Material: All new and redeveloping properties shall incorporate the use of pervious parking materials for a minimum of 75% of the required parking. Pervious parking materials that require regular maintenance through activities such as, vacuum sweeping, must demonstrate their ability to perform regular maintenance of the site. Pavement systems must be maintained in a smooth, well-graded, and drained condition. Parking materials may consist of standard paving, pavers and alternate paving systems. Use of grass or alternate lawn surface as parking material may be considered for up to one-third (1/3) of the required off-street parking facilities. All accessible spaces must comply with all requirements set by ADA.~~ *(Rewritten as follows)*

2. Parking Material: At least twenty (20) percent of new parking areas and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns. Use of grass or alternate lawn surface as parking material may be considered for up to one-third (1/3) of the required off-street parking facilities. All accessible spaces must be designed and maintained to comply with all requirements set by ADA. Large-scale commercial development must conform to the standards set forth in section 6.04.01 ~~5.01.03 All Accessory Structures~~

Change Justification: Addresses Parking Material requirements for all commercial development to be consistent with standards revised for large-scale commercial projects. (See prior justification in Chapter 6 for more details).

~~A. There must be a permitted principal structure in full compliance with all development standards and requirements of this LDC prior to issuance of a permit for an accessory structure. This provision will not be construed to prohibit the establishment of an accessory structure simultaneously with the establishment of a permitted principal structure.~~

~~B. Permissible accessory uses by zoning district are identified in Table 2.03.03.~~

~~C. There must be no more than one (1) detached accessory dwelling unit and not more than a total of two (2) other detached accessory buildings on a lot.~~

~~D. An accessory structure must not be located within or partially within any public right-of-way.~~

~~E. Accessory structures must be shown on any site plan with full supporting documents as required by this LDC.~~

~~F. Accessory structures must be included in all calculations of impervious surface and stormwater runoff requirements.~~

~~G. Accessory structures must not be located in any required buffer, landscape area, or stormwater management area.~~

~~H. A detached accessory building in a residential zoning district must be located behind the front façade of the principal structure and must be set back from the front lot line a minimum of 25 feet from the side lot line a minimum of three (3) feet and from the rear lot line a minimum of~~

three (3) feet, except within the C-3 zoning district whereby the building standards set forth in Section 4.02.03(E) shall apply. Eaves may encroach up to twelve (12) inches into the side or rear yard setback.

I. A detached accessory building must not exceed twenty-five (25) feet in height, or exceed a maximum building footprint of 625ft². Building height must be measured from the average natural grade to the highest point on the structure,. Properties located within a flood hazard area must measure building height to the highest point on the structure from:

1. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.

2. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.

J. A detached accessory building must not exceed a building area of 625 square feet.

K. Connection of an accessory structure to a principal structure may be permissible if the connection is non-conditioned, unenclosed, and meets all principal structure setback requirements. A half wall, knee wall, or railings may be permitted as part of the connection.

CHANGES TO CHAPTER 5 (CONT.)

5.01.04 Accessory Dwellings Units (ADU)

A. Accessory dwelling units (ADU) shall do not count towards density. Long-term rental (31 days or more) is permissible when the property upon which the ADU is located receives a homestead exemption from the Nassau County, Florida Property Appraiser. Per the City's Comprehensive Plan policy 1.06.05, detached accessory dwelling units shall be are permissible in all residential areas in compliance with the following standards:

1. The total floor building area of the detached accessory dwelling unit shall must not exceed 625 square feet;

2. The maximum height for a detached accessory dwelling unit located as a freestanding building or an apartment over a detached garage may not exceed twenty-five (25) feet, measured from the approved finished grade average natural grade to the highest point on the structure; Properties located within a flood hazard area must measure building height to the highest point on the structure from:

a. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.

b. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.

3. A detached accessory dwelling unit shall must be located only within a rear yard as established by Section 4.02.03 behind the front façade of the principal structure; and

4. An accessory dwelling unit shall must comply with all standards set forth in Section 5.01.03.

1. An accessory dwelling is permissible in the I-1 or I-A zoning districts within a building which has as its principal use industrial or commercial uses. The accessory dwelling must comply with the following standards:

1. The total floor building area shall must not exceed 625 square feet, and only one accessory dwelling is permitted per lot of record or business, whichever is more restrictive;

2. The accessory dwelling shall must be provided solely for the occupancy by the owner, the manager, or an employee of the business which is the principal use;

~~3. The accessory dwelling shall must not have a separate water or electric meter from the business it serves;~~
~~4. Parking for the accessory dwelling may be shared with the business it serves;~~
~~5. The accessory dwelling shall must not have a separate exterior entrance from the business entrance.~~
~~B. An accessory dwelling is permissible in the OT-1 or OT-2 zoning districts subject to the standards in Section 8.01.01.02(C).~~

CHANGES TO CHAPTER 8

8.01.01.02 Specific Requirements within the OT-1 and OT-2 Zoning Districts

H. Garages and outbuildings that house more permanent types of occupancy, such as an accessory dwelling, shall must not exceed 500 square feet in area, per level, shall not nor exceed 25 feet in height, measured from the average natural grade to the highest point on the structure, shall may not contain a kitchen, and shall may not be rented out. The area of all other outbuildings is limited to 350 square feet and shall must not exceed 16 feet in height, measured from the average natural grade to the highest point on the structure. Properties located within a flood hazard area must measure building height to the highest point on the structure from:

1. The higher of the base flood elevation or approved finished grade for buildings and structures in a special flood hazard area and 0.2 percent annual chance of flood hazard area.

2. The approved finished grade for buildings and structures in coastal high hazard areas (Zone V) and Coastal A zones.

1.07.00

Adaptive Reuse *means the renovation and reuse of pre-existing structures for new purposes.*

Development and Development Activity *has the meaning in 380.04, F.S.*

Infill Development *means development of vacant parcels or unused lands within previously built areas.*

Redevelopment *means demolition of an existing structure(s) followed by construction of new structure(s).*

Greenfield Development: *development on undeveloped parcels not surrounded by existing development, or on large parcels surrounding partially developed areas or undeveloped areas.*

Rationale: Adds new definitions to support specific development scenarios

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6.04.00 COMMERCIAL DEVELOPMENT

6.04.01 Standards for Large Scale Commercial Development

Large scale commercial development is commercial development with 20,000 or more square feet of gross floor area in all buildings on the site. The design standards set forth below apply to large scale commercial development.

A. Commercial development includes a single, freestanding building or a group of buildings. Commercial development ~~shall~~ must have a unified design and a management plan to ensure continual compliance with an approved site plan.

B. Commercial buildings may be occupied by one (1) or more business tenants or owners.

C. Commercial buildings ~~shall~~ must be designed to ensure adaptability for reuse. The building design ~~shall~~ must include specific elements for adaptation for multi-tenant reuse. Such elements may include compartmentalized construction, including plumbing, electrical service, heating, ventilation, and air conditions. The building design ~~shall~~ must also allow for interior subdivision into separate tenancies.

D. Development may be proposed on a single parcel, or two (2) or more parcels. Where a single development is proposed that includes two (2) or more parcels, the development ~~shall~~ must be under unified control and management. Proof of unified control and management ~~shall~~ must be provided to the City.

E. New development: The maximum gross floor area for a single business tenant or owner in any new commercial building is not permitted to exceed 55,000 square feet ~~and all buildings within commercial development shall not exceed 80,000 square feet~~., except for lodging accommodations in the C-1, C-2 and I-A zoning districts. Lodging Accommodations in the C-1, C-2, and I-A zoning districts shall not exceed 150,000 square feet.

F. A single business tenant or owner in an existing nonconforming commercial property is permitted to expand the structure at no greater than 15% of the existing structure's footprint.

F. The standards for buffers in Section 4.05.~~05~~12 ~~shall~~ must apply on the perimeter of the development parcel. Buffers ~~shall~~ are not ~~be~~ required between uses on the interior of the development parcel. This does not relieve the applicant from meeting all landscaping requirements that may apply to the total site or parking areas within the site.

G. Where two (2) or more buildings are proposed within the development site, such buildings ~~shall~~ must be connected by sidewalks or pedestrian pathways. Pedestrian facilities ~~shall~~ must meet the following standards:

1. Decorative pavers, bricks, scored concrete, or paving patterns ~~shall~~ must be used to identify pedestrian areas.

2. At least one (1) internal continuous sidewalk ~~shall~~ must be provided from an adjacent public street to the primary entrance ~~shall~~ must the commercial development.

3. Sidewalks or walkways shall connect focal points of pedestrian activity, such as street crossings, building entrances, plazas, or courtyards.

4. Landscaping ~~shall~~ must be located adjacent to pedestrian areas to provide separation.

5. All internal pedestrian walkways shall be physically separated from parking lot aisles, driveways, and other vehicular areas.

H. Each building on a commercial development site ~~shall~~ must have clearly defined, highly visible customer entrances, featuring no less than two (2) of the following features:

1. Arcades;

2. Arches;

3. Canopies or porticos;

4. Cupolas;

5. Overhangs;

6. Recesses or projections;

7. Architectural details, such as tile work or molding, which is integrated into the building structure and design; or

8. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

I. Mechanical equipment, electrical meter and service components, and similar utility devices, whether ground level, wall mounted, or roof mounted, ~~shall~~ must be screened from view from public rights-of-way through one (1) of the following methods:

1. Where equipment is at ground level, screening may be provided through landscaping sufficient to block the view from public rights-of-way; or

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2. Where brick, wood, or masonry materials are used to screen the equipment or devices, the materials ~~shall~~ must be the same as the predominant exterior building materials for the principal building on the site.

J. Street level retail uses with sidewalk frontage ~~shall~~ must provide an entrance to the building from the sidewalk in addition to any other access that may be provided to the building.

K. The following accessory uses and structures ~~shall~~ must be integrated into the overall design of the site to ensure that visual and other impacts of these uses are fully contained or enclosed and out of view from adjacent properties and public streets. These uses and structures ~~shall~~ must be designed to blend with the principal building through the use of color, building materials, and architectural features, to ensure that no attention is attracted to the functions by the use of screening materials that are different from or inferior to the principal material of the building and landscape:

1. Loading docks;

2. Truck parking;

3. Outdoor storage;

4. Outdoor shopping cart storage areas;

5. Utility meters;

6. HVAC equipment;

7. Dumpsters (See Section 5.01.07); and

8. Other similar service facilities and functions.

L. Building design requirements:

1. Facades that are 100 or more feet in length ~~shall~~ must provide wall projections or recesses a minimum of three (3) feet in depth and a minimum of twenty (20) contiguous feet long within each 100 feet of facade length.

2. Arcades, display windows, entry areas, or awnings ~~shall~~ must be provided along at least sixty (60) percent of the façade.

3. A repeating pattern of color, texture, or materials is required.

4. Brick, wood, or masonry materials shall be used.

5. The roofline ~~shall~~ must have a change in height every 100 feet of building length.

6. Parapets, mansard roofs, gable roofs, hip roofs, or dormers ~~shall~~ must be used to conceal flat roofs and roof top equipment from public view.

M. All exterior lighting ~~shall~~ must be shielded and directed such that there is no direct illumination of adjacent properties.

N. Gasoline canopies and automotive service facilities that are accessory to the principal building shall be compatible with the design of the principal building:

1. Materials, colors, building designs, architectural features, and roof design ~~shall~~ must conform with and compliment the predominant materials, colors, and design of the principal building.

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2. Lighting ~~shall~~ must be flush mount, flat lens fixtures for all under canopy fueling areas.

O. Parking ~~shall~~ must not exceed 110 percent of the parking standard set forth in Section 7.01.04. ~~At least twenty (20) percent of the required parking shall be provided in pervious pavement, grass, gravel, turf block, or similar material.~~

P. At least twenty (20) percent of areas dedicated to parking and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns.

Q~~P~~. Loading docks ~~shall~~ must be screened from view from adjacent properties and from the public right-of-way. Loading docks for all new development ~~shall~~ must be setback a minimum of 100 feet from any lots zoned for residential use. Loading docks for redevelopment or adaptive reuse projects are permitted to be setback a minimum of 40 feet from any lots zoned for residential use.

Rationale: Drafted amendments serve to allow for reasonable standards for commercial development and redevelopment or adaptive reuse projects by limiting the size of single use tenant or owner spacing and allowing for expansion of non-conforming structures. Modifies requirements for large-scale commercial development to provide relieve from requirements for pervious materials to make consistent with the St. Johns River Water Management District for calculation of stormwater runoff volumes but, retains a requirement to provide alternative paving surfaces in parking aisles and spaces for character. Additionally, it modifies the requirements for loading docks to address redevelopment and adaptive reuse scenarios in keeping with the established building patterns in Fernandina Beach.

7.01.00 TRANSPORTATION AND PARKING FACILITIES

7.01.04 Parking Standards and Lot Design

* * * * *

C. Parking lot design requirements

* * * * *

~~2. Parking Material: All new and redeveloping properties shall incorporate the use of pervious parking materials for a minimum of 75% of the required parking. Pervious parking materials that require regular maintenance through activities such as, vacuum sweeping, must demonstrate their ability to perform regular maintenance of the site. Pavement systems must be maintained in a smooth, well-graded, and drained condition. Parking materials may consist of standard paving, pavers and alternate paving systems. Use of grass or alternate lawn surface as parking material may be considered for up to one-third (1/3) of the required off-street parking facilities. All accessible spaces must comply with all requirements set by ADA.~~ *(Rewritten as follows)*

2. Parking Material: At least twenty (20) percent of new parking areas and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns. Use of grass or alternate lawn surface as parking material may be considered for up to one-third (1/3) of the required off-street parking facilities. All accessible spaces must be

designed and maintained to comply with all requirements set by ADA. Large-scale commercial development must conform to the standards set forth in section 6.04.01.

Rationale: Addresses Parking Material requirements for all commercial development to be consistent with standards for large-scale commercial projects.

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Print

Planning Advisory Board (PAB) - Submission #11218

Date Submitted: 4/5/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [ ] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [x] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/1/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

204 Ash Street

City* Fernandina Beach

State* FL

Zip* 32034

Parcel ID #(s)*

n/a

Lot* n/a

Block* n/a

Subdivision* n/a

Zoning District* C-1

Future Land Use Designation* 8th St Mixed Use

REVIEW TYPE*

- ☐ Zoning Map Amendment â‰¤ 10 acres
- ☐ Zoning Map Amendment > 10 acres
- ☑ LDC Text Amendment
- ☐ Comp Plan Amendment
- ☐ Subdivision Plat â€“ Preliminary â‰¤ 20 units
- ☐ Subdivision Plat â€“ Preliminary > 20 units
- ☐ Subdivision Plat â€“ Final
- ☐ Vacation of R.O.W.
- ☐ Voluntary Annexation
- ☐ Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name* Mark

Last Name* Foxworth

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fer

State

Florida

Zip

32034

Telephone Number

9043103480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

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

PAB CASE 2023-0039: LDC text amendments to support commercial development and redevelopment opportunities to allow reasonable reinvestment in existing commercial properties by specifically adding definitions in section 1.07.00 (acronyms and definitions) for adaptive reuse, development and development activity, infill development, redevelopment, and greenfield development, AND TO amend section 6.04.01 standards for large scale commercial development specifically changing policies for maximum gross floor area, creating allowance for expansion of non-conforming structures, parking materials, loading docks, to amend section 7.01.04(c)(2) parking lot design requirements, parking materials; to amend section 7.01.06 loading space standards and design to add criteria for redevelopment projects, modifying section 10.01.02 to allow reasonable expansion of non-conforming commercial development.

Certification*

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

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

I/We understand that the City Staff may install a Notice of Hearing sign on the property 14 days before the scheduled heating and that the sign must only be removed after the hearing by City Staff, unless, the applicant or property owner brings the Notice of Hearing back to City Hall.

Applicant First Name*

Kelly

Applicant Last Name*

Kibson

Today's Date*

2/1/2023

Upload Supporting Documentation*

03 29 23 Display Ad.docx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB CASES 2023-039, 2023-040, 2023-041(Large- Scale Commercial Redevelopment)
April 12, 2023

APPLICATIONS FOR COMPRHENSIVE PLAN AND LAND DEVELOPMENT CODE TEXT AMENDMENTS

SUMMARY BACKGROUND:
In Fernandina Beach, "large-scale" commercial development largely occurred along roadways leading to the Central Business District including Sadler Road, S. 14th Street, and 8th Street between the late 1970s and 1980s. It was a time when typical commercial development patterns included large expanses of asphalt vehicle parking, (often an oversupply of parking), to accommodate strip malls with one or more anchor tenants. Little attention was given to landscaping or pedestrian access and circulation.

Fast forward 40-50 years, the City's established shopping centers have been well maintained and updated several times over the years. Often this is through façade face lifts and interior renovations as well as new roofs and updates to mechanical such as HVAC, electrical, and plumbing as the business mix has changed. Retrofit of parking areas to incorporate additional landscaping has occurred incrementally, but typically remain far from compliant with current standards.

In 2000, the City of Fernandina Beach established new standards for large-scale commercial development, which was defined as anything greater than 20,000 square feet. These new standards required design changes such as facade improvements and architectural elements. Most notably, was a standard for the prevention of "Super Walmart" style commercial development, which limited the size of commercial development to no greater than 80,000 square feet. This limit was based on the amount of commercial floor area that could be constructed on a city block within the downtown core (Central Business District), according to meeting minutes.

The adoption of these new standards immediately rendered several commercial shopping centers "non-conforming" with the City's regulations. Non-conforming structures are allowed to be maintained but cannot be expanded without a variance from the Board of Adjustment (BOA). Please reference supplemental documentation which provides analysis of the City's commercial shopping centers including estimated square footage, age of structure, and site photos (**EXHIBIT A**).

A secondary issue that impacts commercial re-investment is a requirement within the City's Comprehensive Plan (Plan) and Land Development Code (LDC) requiring all new development and redevelopment projects to reconstruct parking with 75% pervious materials. This standard was adopted in late 2012 during a time when the State of Florida was considering changes in stormwater regulations through the Water Management Districts to recognize low impact development strategies and reduce the required volume calculations where these strategies have been incorporated. Unfortunately, due to administrative shifts in philosophy following the gubernatorial election, the rulemaking process associated with this effort stopped in 2013-2014. Today, stormwater calculations remain as they were historically and there is no credit for incorporation of pervious materials in site design and there in no incentive to incorporate alternative paving materials to reduce the land area dedicated to stormwater management.

PROBLEM STATEMENT:
The City's commercial shopping centers need to upgrade and redevelop to attract new anchor tenants. Established standards limiting large-scale commercial development coupled with not allowing for expansion of a non-conforming structure and requirements for pervious parking materials actively thwart the ability to make reasonable reinvestment into existing structures or to demolish and rebuild in the same place. As a result, these properties are obligated to demonstrate a hardship to obtain a variance. Variances are completely at risk, and it is extremely difficult for staff or the BOA to recommend approval even when site or use specific special conditions prevent full compliance with the LDC.

STAFF REPORT
PAB CASES 2023-039, 2023-040, 2023-041(Large- Scale Commercial Redevelopment)
April 12, 2023

PROPOSED SOLUTION:

1. Text amendments to the 2030 Comprehensive Plan to strike policies requiring pervious parking materials to rely on standards created in the Land Development Code. AND
2. Text amendments to the Land Development Code to provide direction which:
   - Allows for reasonable redevelopment of large-scale commercial development,
   - Modifies standards to reduce the amount of pervious parking by allowing for alternate paving materials which adds character to the development site,
   - Recognizes that neighborhoods have built up around the commercial development and some requirements cannot be achieved in the current location, and
   - Modify standards for the approval of variances.

RATIONALE:

The proposed solution serves to create a more consistent approach with Comprehensive Plan policies that seek to allow for adaptive reuse of existing structures and sustainable building techniques. More specifically the amendments resolve a conflict with Plan policy 1.01.03 of and further supports Plan policies 1.04.01, 1.04.03, 1.04.04., 1.05.02, Objective 12.05 and policies 12.05.01-12.05.03. Collectively, the proposed changes will allow for adaptive reuse of built environment, allows for reasonable reinvestment in existing commercial properties and avoids the potential for demolition of otherwise functional properties to achieve compliance. By striking certain Plan policies, the City relies on the standards established in the LDC to set the direction for large-scale commercial development and redevelopment activities.

The proposed changes to the LDC will:

- Add new definitions to provide clarification for certain development types,
- Striking the 80,000 square foot (SF) limitation for large-scale commercial development and adding a limitation for 55,000 square feet for a single-use tenant or owner which addresses the 1999 community concern of Super Walmart locating in the city,
- Adding a policy to allow for up to 15% expansion of a single business tenant existing non-conforming commercial structure,
- Requiring at least twenty (20) percent of areas dedicated to parking and drive aisles must incorporate alternate paving materials such as: decorative pavers, bricks, scored concrete, or paving patterns to recognize the desire to ensure community character through design.
- Establishing a separate standard for reuse or redevelopment of existing loading docks to recognize that the residential development occurred after the original commercial shopping center,
- Removing the requirement for "Special Privilege" as the request itself is inherently allowing for a special right for that specific property, and
- Allowing variance approvals with a super majority of criteria being achieved (4 out of 5).

Staff has analyzed the requested amendments against average footprints of single-tenant businesses typically found within the Jacksonville MSA/ First Coast region. These are provided as a reference point for the board to consider and understand how the changes will continue to disallow certain "big box" businesses from locating in Fernandina Beach. Below is a brief listing of the typical/ average square footage (SF) needs for each business ranging from largest to smallest in indoor footprint size:

- Super Walmart: 187,000 SF
- Costco: 146,000 SF
- Sam's Club: 136,000 SF
- Target: 130,000 SF
- Lowe's: 112,000-117,000 SF
- IKEA (small footprint): 115,000 SF
- JCPenney Clothing: 110,000 -160,000 SF
- Home Depot: 105,000 SF
- Kohl's: 80,000- 90,000 SF
- Bass Pro Shop: 85,000 SF

- AMC Theaters: 60,000 SF
- Hobby Lobby: 55,000 - 64,000
- Urban Air Trampoline Park: 45,000-55,000 SF
- Ashley Home Store: 30,000-54,000 SF
- Harris Teeter: 53,000 SF
- Publix Super Center: 45,000-61,000 SF
- Winn Dixie: 45,000-60,000 SF
- Big Lots: 47,000 SF
- Walmart Neighborhood Market: 40,000 SF
- YMCA: 40,000 SF
- Best Buy: 38,500 SF
- LA Fitness: 35,000 - 45,000 SF
- Ace Hardware: 30,000 SF
- Council on Aging (Existing in City): 28, 769 SF
- Dave & Buster's Arcade: 25,000 – 43,000 SF
- Macy's or TJ Maxx: 30,000 SF
- HomeGoods: 28,000 SF
- PetSmart: 26,000 SF
- Publix Greenwise: 25,000 – 28,000 SF
- Rainforest Café: 23,000 -30,000 SF
- JoAnn Fabric or Michaels: 22,000 SF
- Aldi Super Market: 17,825- 18,000 SF
- Avg. 10 lane Bowling Alley: 15,000 SF
- Trader Joes: 8,000 – 15,000 SF
- Skating Rink: 14,000 SF
- Outpatient Surgery Center: 12,500 SF
- David's Bridal: 12,000 SF
- Pottery Barn: 10,000 SF
- Cheesecake Factory: 7,500 – 10,000 SF
- Fleming's Prime Steakhouse: 7,000-8,000 SF
- PF Chang's Traditional Restaurant: 7,000 SF
- Dollar General: 7,200 SF
- Bonefish Grill: 5,500 SF
- Healthcare/ Medical Offices: 3,000 – 8,000 SF

Respectfully submitted by,

Kelly N. Gibson, AICP, Director

Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

8 Flags Shopping Center = Approximately 96,500 Square Feet
Constructed in 1974, 1976, and 1978 (theater)

Largest Single Tenant Space:
Theater (Soon to be Physicians' Offices) = Approximately 24,000 Square Feet





Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Amelia Plaza = Approximately 95,000 Square Feet
Constructed in 1978 and 1987

Largest Single Tenant Space:
Winn Dixie = Approximately 47,157 Square Feet





Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Walmart = Approximately 77,000 Square Feet
Constructed in 1986





Island Walk Shopping Center (with Bealls and Bealls Outlet) =
Approximately 228,318 Square Feet

Constructed in 1987
Largest Single Tenant Spaces: Publix Super Center = Approximately 56,000 Square Feet and Bealls and Bealls Outlet = Approximately 85,000 Square Feet





Fairway Sadler Plaza = Approximately 44,000 Square Feet (Split across 2 buildings)
Constructed in 2007





Existing Inventory Analysis of Large-Scale Commercial Development in Fernandina Beach
Supporting Data and Analysis for Comprehensive Plan and LDC Text Amendments

Sadler Square Shopping Center = Approximately 86,232 Square Feet
Constructed in 1987

Largest Single Tenant Space:
Lott's Furniture = Approximately 31,520 Square Feet





NOTICE OF PUBLIC HEARING
PLANNING ADVISORY BOARD
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, April 12, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following:

VACATION OF RIGHT OF WAY (ROW)

PAB CASE 2023-0038: ***CITY OF FERNANDINA BEACH*** REQUESTS A VACATION OF ROW FOR APPROXIMATELY 142 FT BY 50 FT SECTION OF UNIMPROVED POMPANO STREET.

LAND DEVELOPMENT CODE TEXT AMENDMENT

PAB CASE 2023-0039: ***CITY OF FERNANDINA BEACH*** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY ADDING DEFINITIONS IN SECTION 1.07.00 (ACRONYMS AND DEFINITIONS) FOR ADAPTIVE REUSE, DEVELOPMENT AND DEVELOPMENT ACTIVITY, INFILL DEVELOPMENT, REDEVELOPMENT, AND GREENFIELD DEVELOPMENT, TO AMEND SECTION 6.04.01 STANDARDS FOR LARGE SCALE COMMERCIAL DEVELOPMENT SPECIFICALLY CHANGING POLICIES FOR MAXIMUM GROSS FLOOR AREA, CREATING ALLOWANCE FOR EXPANSION OF NON-CONFORMING STRUCTURES, PARKING MATERIALS, LOADING DOCKS, TO AMEND SECTION 7.01.04(C)(2) PARKING LOT DESIGN REQUIREMENTS, PARKING MATERIALS; TO AMEND SECTION 7.01.06 LOADING SPACE STANDARDS AND DESIGN TO ADD CRITERIA FOR REDEVELOPMENT PROJECTS, MODIFYING SECTION 10.01.02 TO ALLOW REASONABLE EXPANSION OF NON-CONFORMING COMMERCIAL DEVELOPMENT.

LAND DEVELOPMENT CODE TEXT AMENDMENT

PAB CASE 2023-0040: ***CITY OF FERNANDINA BEACH*** REQUESTS LAND DEVELOPMENT CODE TEXT AMENDMENTS TO MODIFY 10.02.02(A) REQUIRED FINDINGS FOR GRANT OF A VARIANCE TO REMOVE THE CRITERIA FOR SPECIAL PRIVILEGE AND TO ALLOW A VARIANCE TO BE APPROVED WITH A SUPERMAJORITY OF THE CRITERIA BEING MET.

COMPREHENSIVE PLAN TEXT AMENDMENT

PAB CASE 2023-0041: ***CITY OF FERNANDINA BEACH*** REQUESTS COMPREHENSIVE PLAN TEXT AMENDMENTS TO SUPPORT COMMERCIAL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES TO ALLOW REASONABLE REINVESTMENT IN EXISTING COMMERCIAL PROPERTIES BY SPECIFICALLY MODIFYING THE FUTURE LAND USE ELEMENT POLICY 1.08.05 (STANDARDS FOR DESTINATION ACTIVITY CENTERS OR CONVERSION OF EXISTING CONVENTIONAL SUBURBAN SHOPPING CENTERS) AND MODIFYING OR STRIKING THE MULTIMODAL TRANSPORTATION ELEMENT POLICIES 2.13.06 (REQUIRED PLACEMENT OF PARKING), 2.13.08 (VISUAL SCREENING OF PARKING), 2.13.11(REQUIREMENTS FOR PERVIOUS PARKING MATERIALS).

Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-11
(Legislative) Future Land Use Map Amendment - Beach Access Property, Ketch Court, and Robert Oliver Avenue

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-11 at Second Reading.

SYNOPSIS: This ordinance changes the Future Land Use Category of City-owned property from Low Density Residential (LDR) to Recreation (REC) for Beach Access 18 and from Medium Density Residential (MDR) to Conservation (CON) for properties located on Ketch Court and at the end of Robert Oliver Avenue. The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change. The City Commission approved this ordinance at First Reading at its April 18, 2023, Regular Meeting.

FISCAL IMPACT: None

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-11 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/5/2023

Agnes J. White

Submitted By: Agnes White, Administrative Services Manager Date: April 19, 2023

COMMISSION ACTION: Enact

ORDINANCE 2023-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach requested assignment of the Recreation (REC) from Low Density Residential (LDR) Future Land Use Map for Beach Access Property; and

WHEREAS, The City of Fernandina Beach requested assignment of the Conservation (CON) from Medium Density Residential (MDR) Future Land Use Map for properties located on Ketch Court and at the end of Robert Oliver Avenue; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the future land use map changes. The properties identified for this change of the Future Land Use Map to Recreation (REC) and Conservation (CON) for properties located and identified by map exhibit attached hereto as Exhibit A.

SECTION 2. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From Low Density Residential (R-1) to Recreation (REC).
- From Medium Density Residential (R-2) to Conservation (CON).

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

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



_____

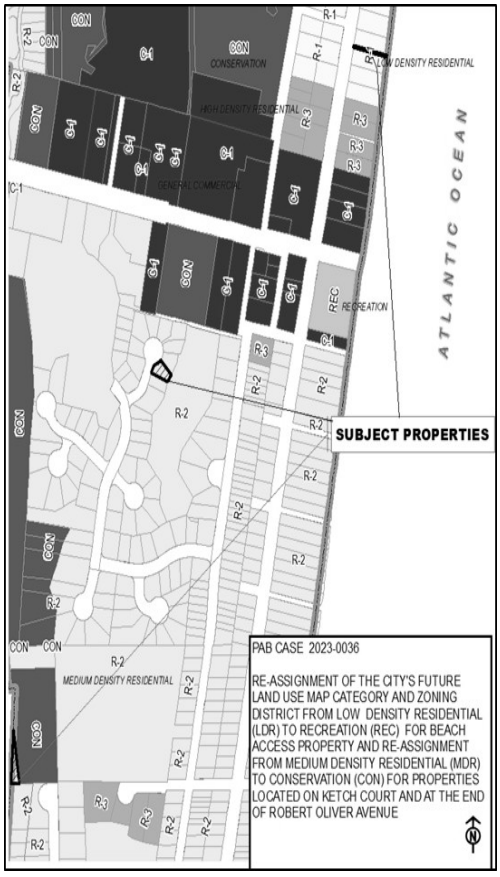
CAROLINE BEST
City Clerk

_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading: May 16, 2023
Date of Publication: May 3rd, 2023

BEACH ACCESS PROPERY LOCATED ON S. FLETCHER AVE, ASSIGNMENT OF THE FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF RECREATION (REC); AND PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, ASSIGNMENT OF THE FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

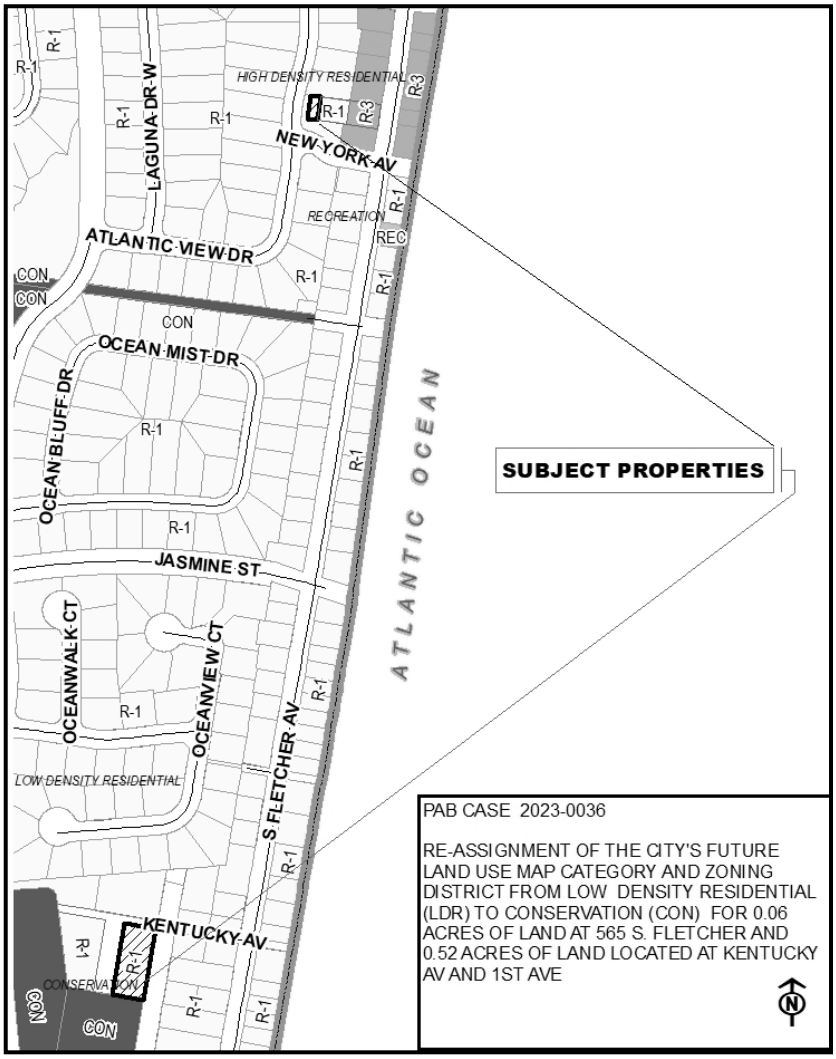
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



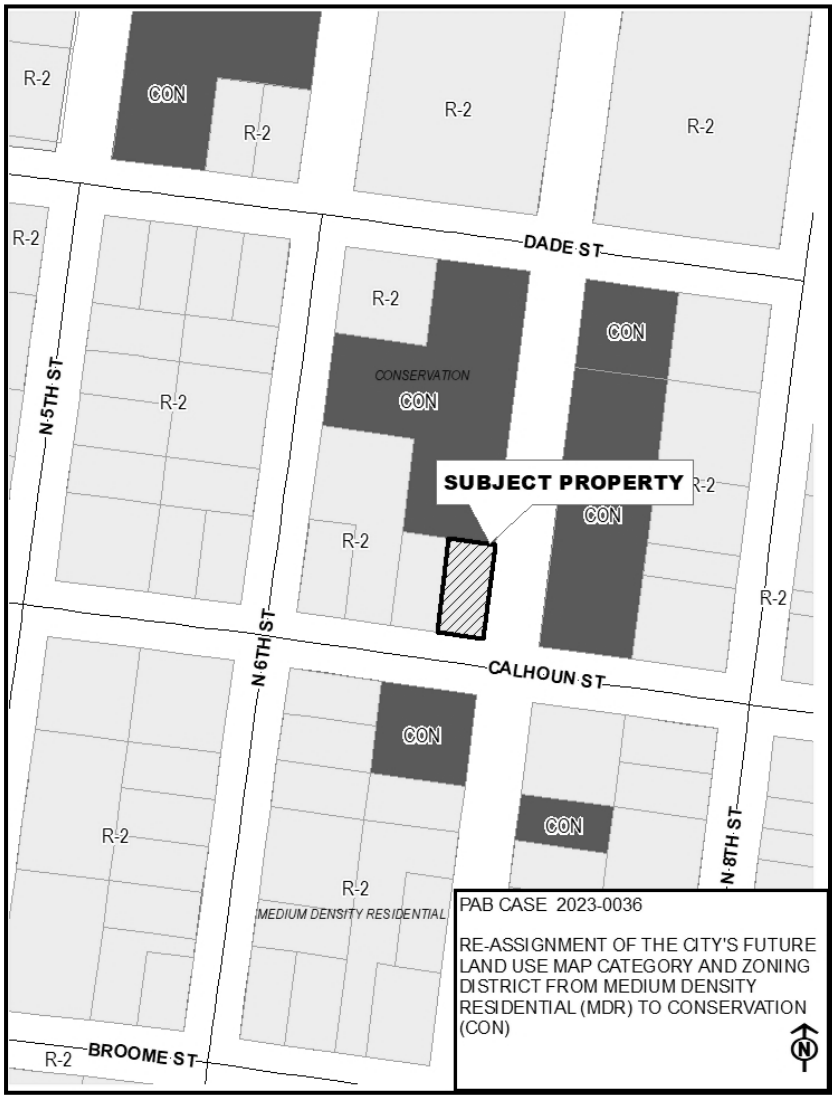
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

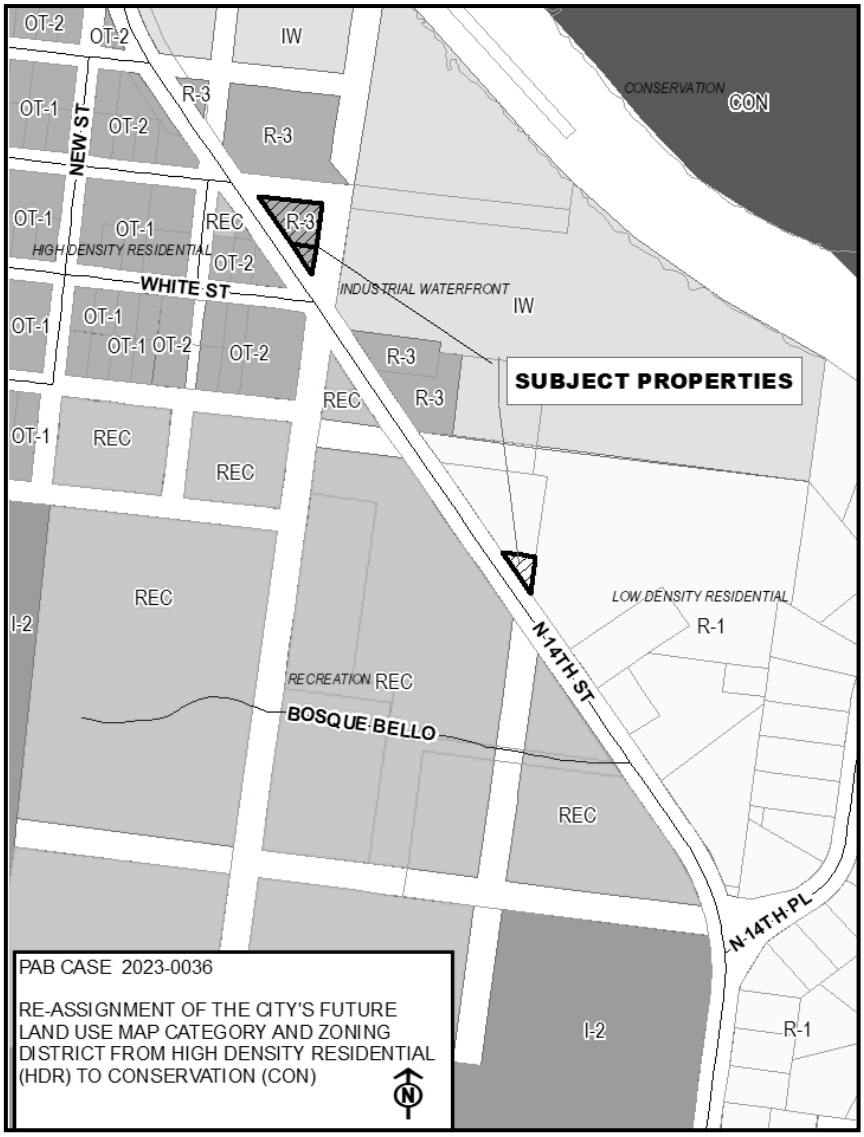


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

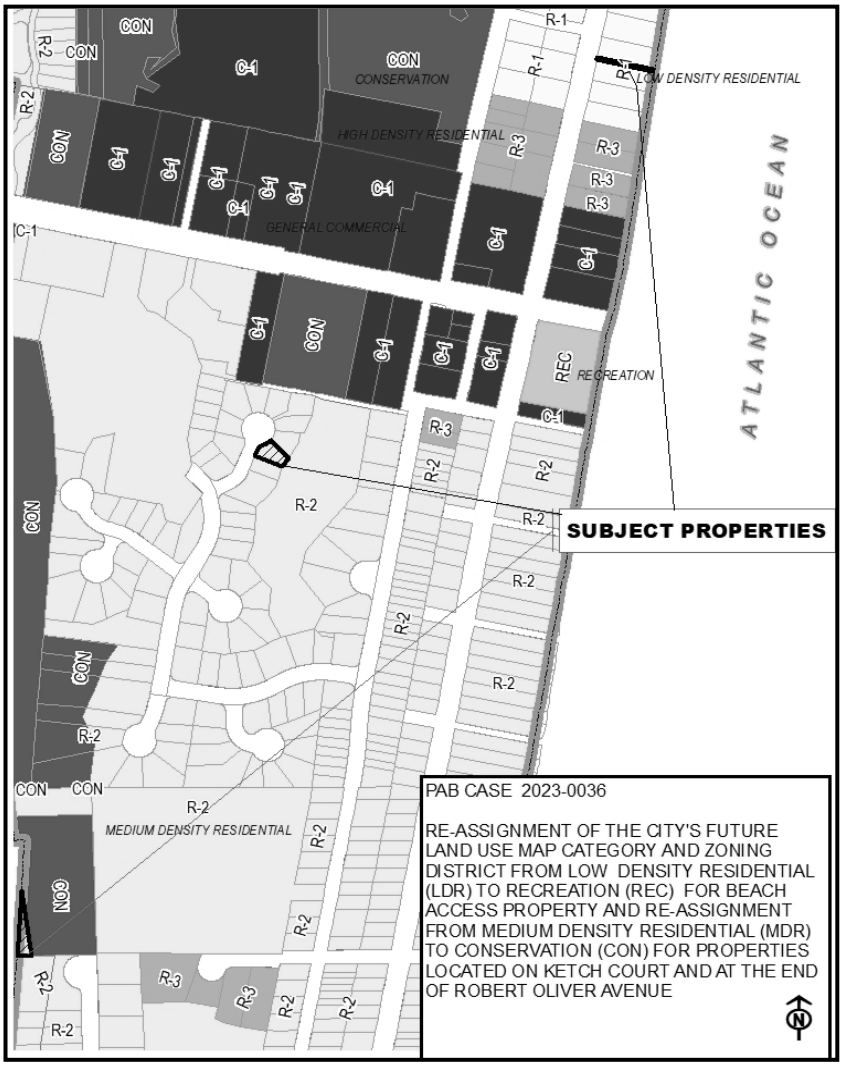
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
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STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/10/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [ ] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

DRAFT

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

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

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

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

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

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

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

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

Member Stevenson and Chair Robas inquired about stormwater management.

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

Public Hearing was opened.

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

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

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

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

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

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

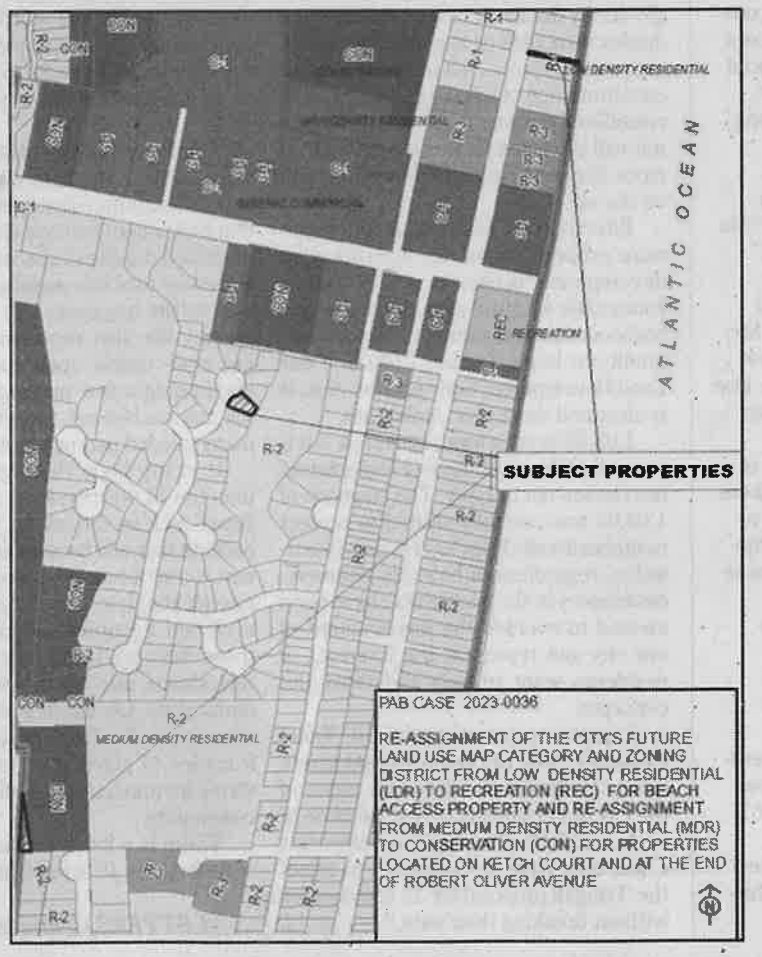
NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-12
Zoning Map Change - Beach Access Property, Ketch Court and Robert Oliver Avenue

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-12 at Second Reading.

SYNOPSIS: This ordinance changes the Zoning Map Category of City-owned property from Low Density Residential (R-1) to Recreation (REC) for Beach Access 18 and from Medium Density Residential (R-2) to Conservation (CON) for properties located on Ketch Court and at the end of Robert Oliver Avenue. The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change. The City Commission considered this ordinance at First Reading as a quasi-juducial hearing at its April 18, 2023, Regular Meeting.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-12 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/8/2023

Agnes J. White

Date: April 19, 2023

Submitted By: Agnes White, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Recreation (REC) Zoning District from Low Density Residential (R-1) District for Beach Access Property; and

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Conservation (CON) Zoning District from Medium Density Residential (R-2) District for properties located on Ketch Court and at the end of Robert Oliver Avenue; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Zoning Map to City of Fernandina Beach Recreation (REC) and Conservation (CON) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit A:

- From Low Density Residential (R-1) to Recreation (REC).
- From Medium Density Residential (R-2) to Conservation (CON).

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

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

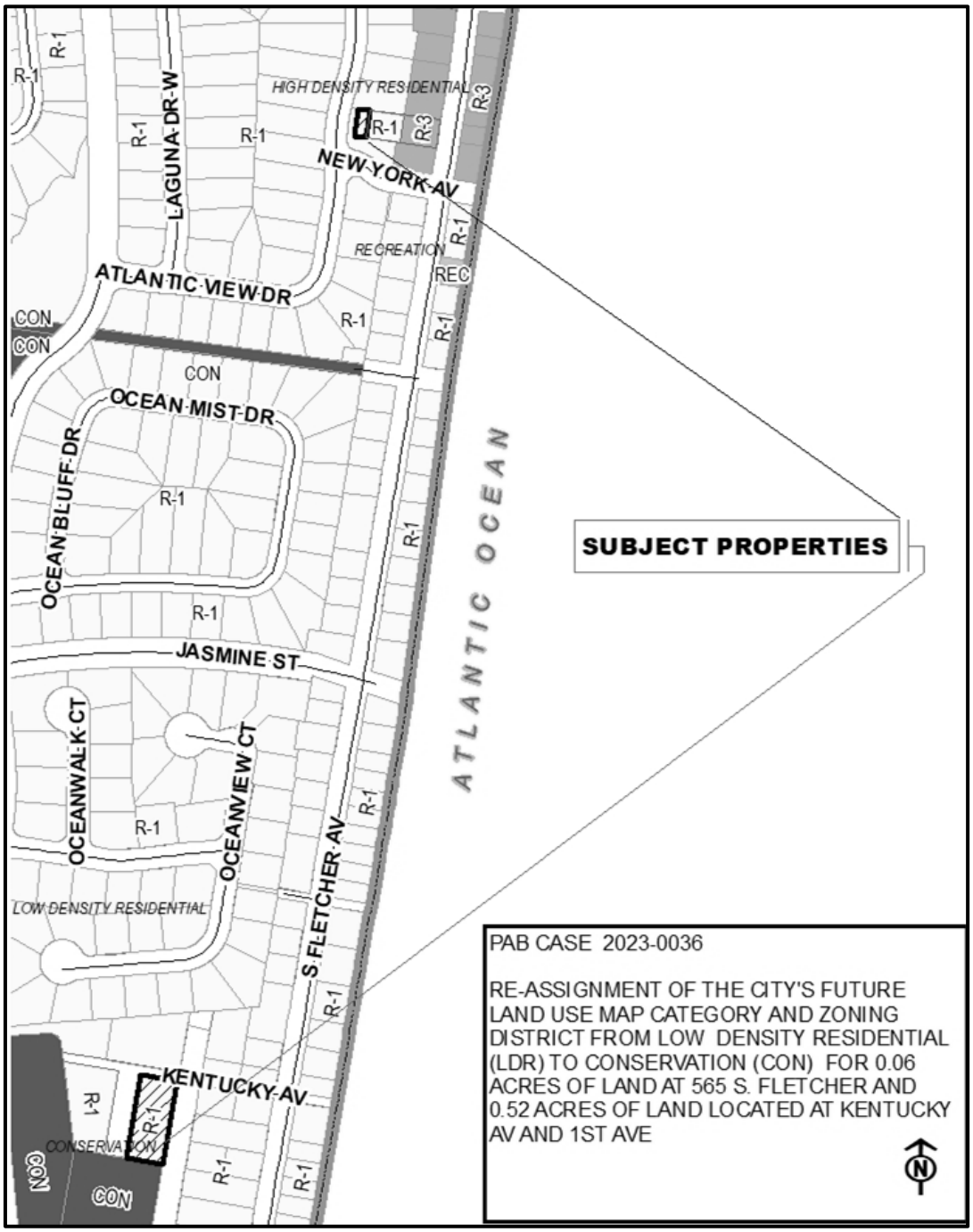


_____
CAROLINE BEST
City Clerk

_____
TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

PROPERTIES LOCATED AT 565 S. FLETCHER AVE TOTALING 0.06 ACRES OF LAND AND 0.52 ACRES OF LAND LOCATED AT KETUCKY AVE AND 1ST AVE; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
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- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
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2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/10/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [ ] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

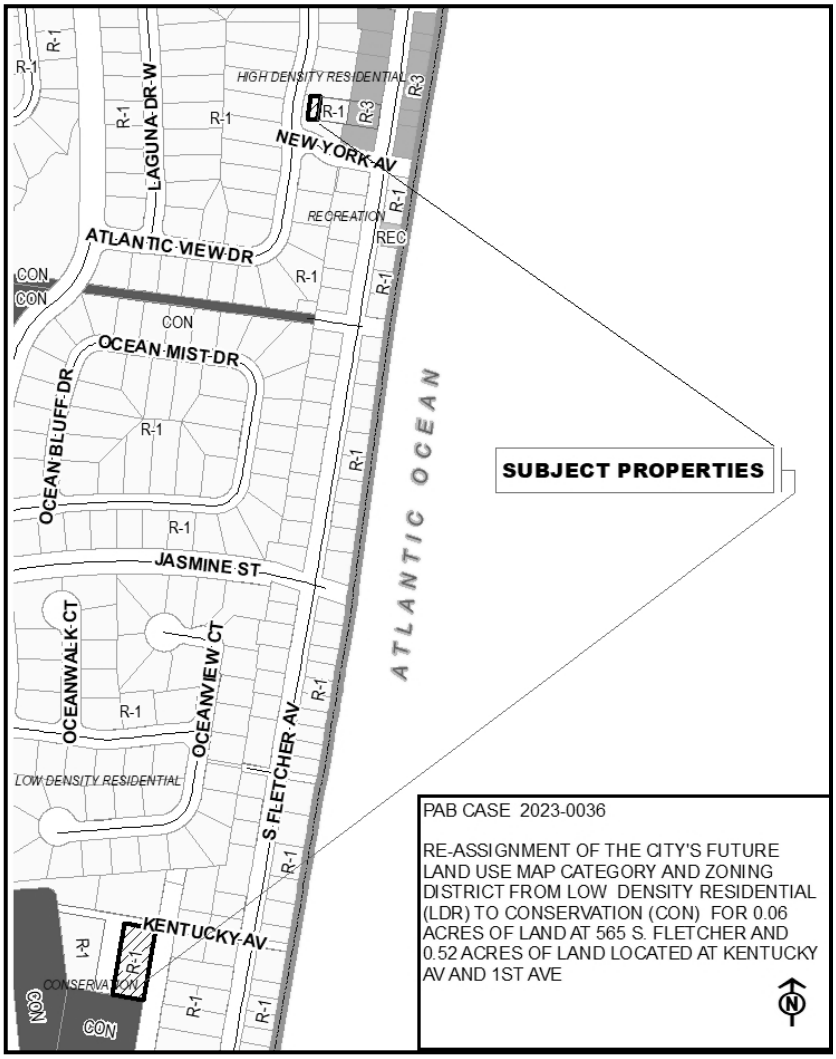
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



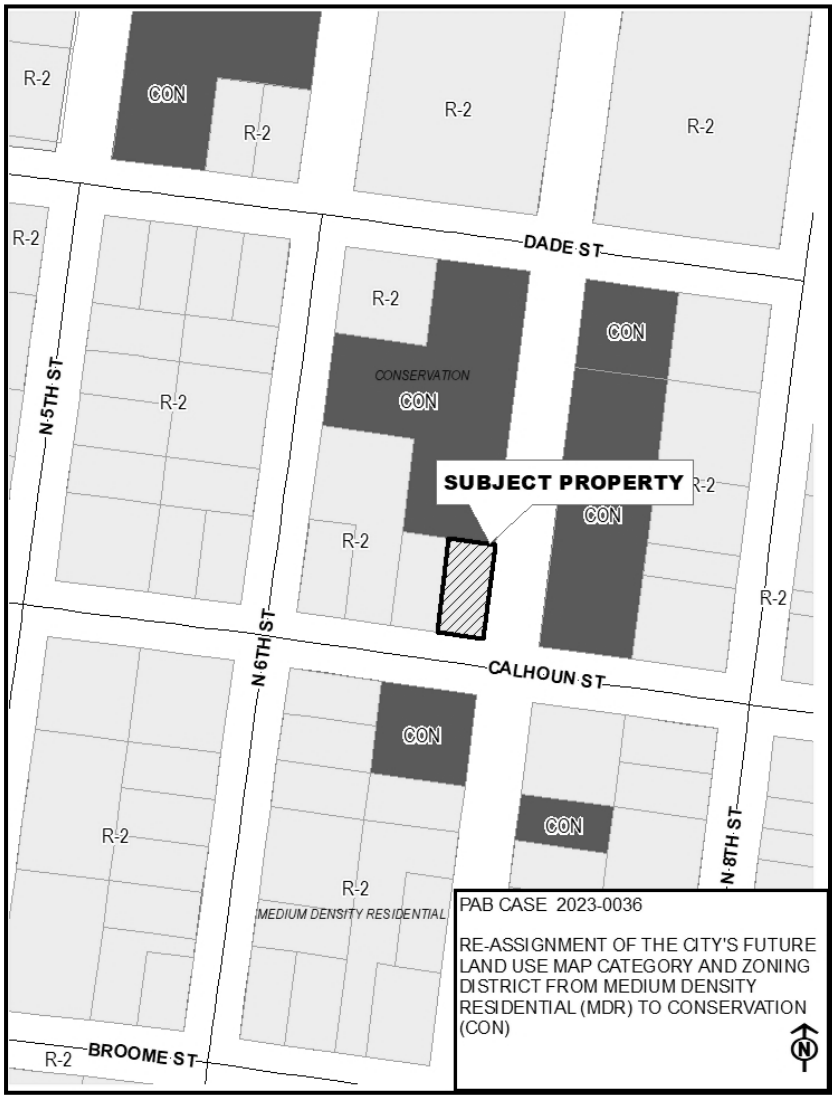
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

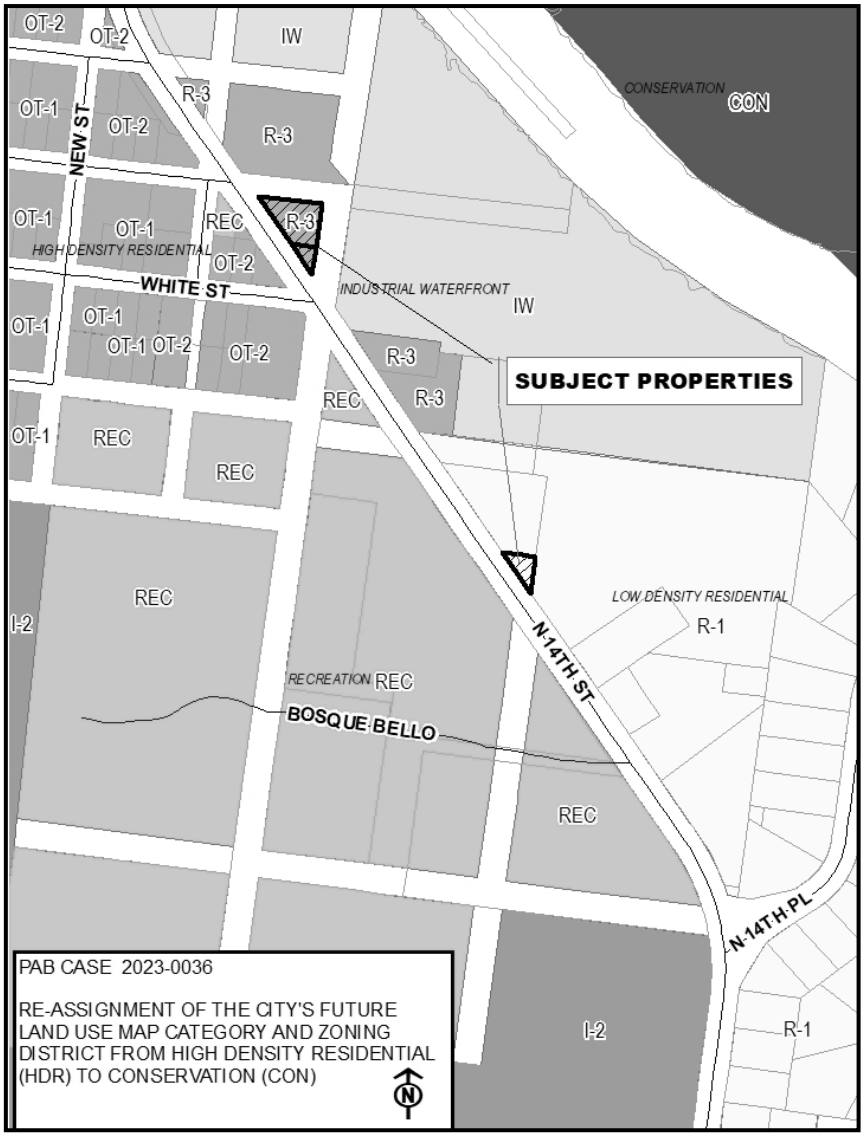


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

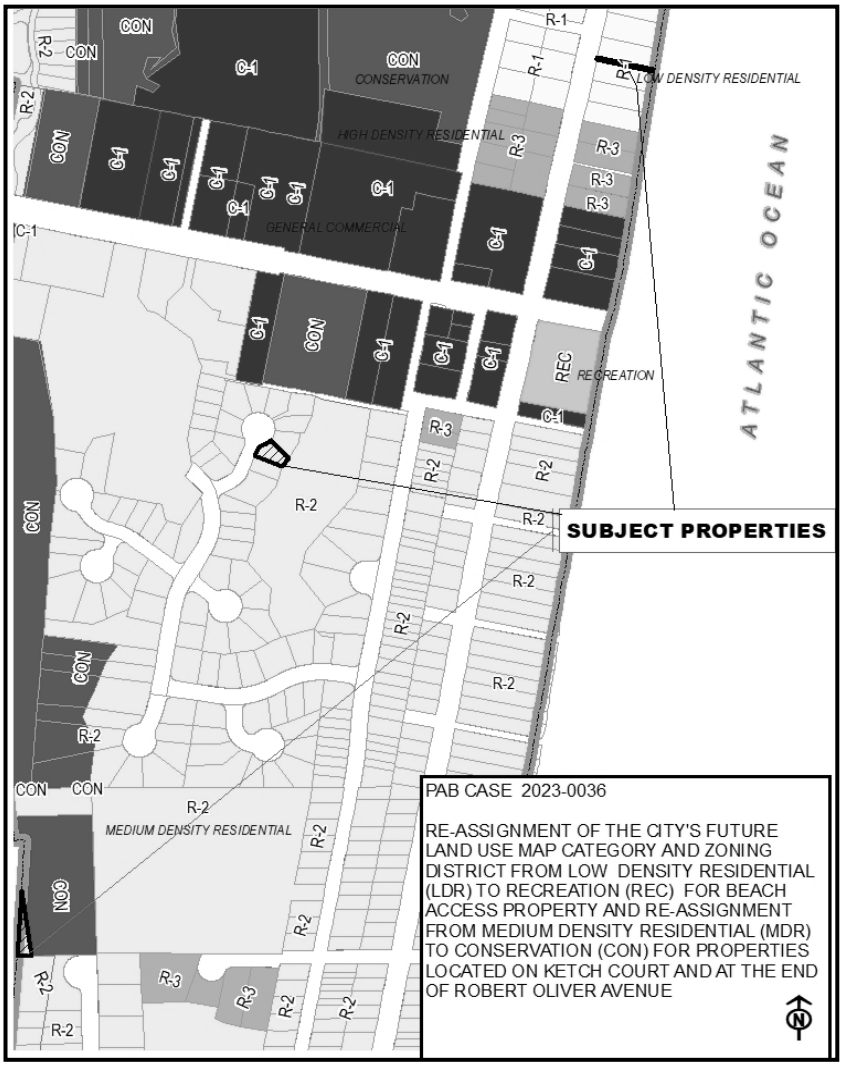
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

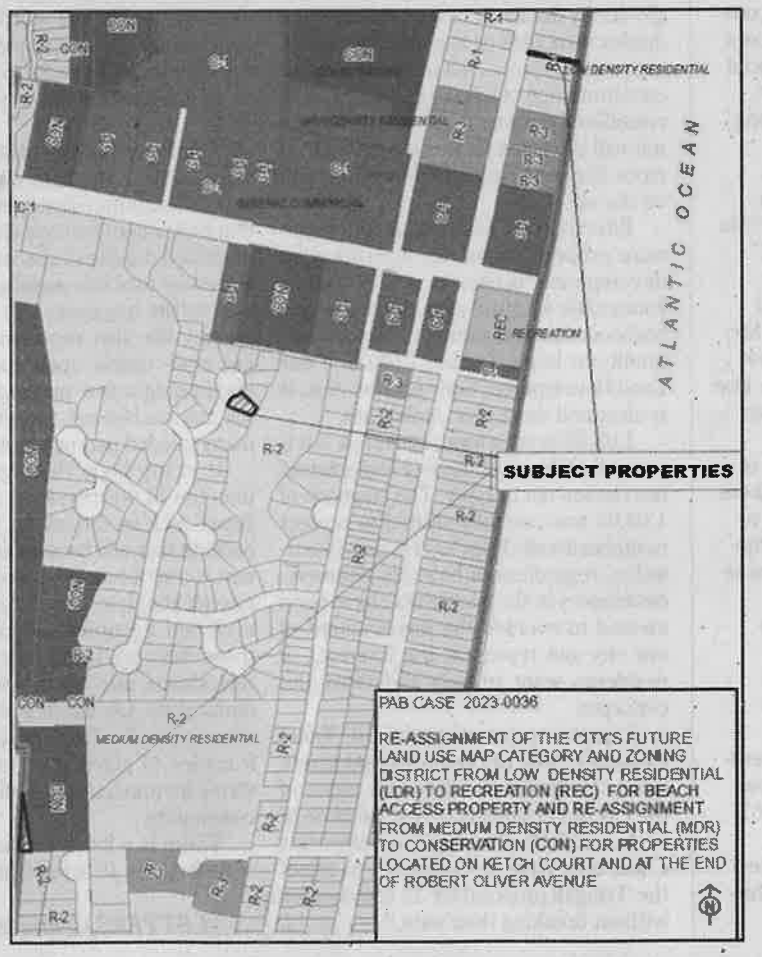
NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-12

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF RECREATION (REC) FOR BEACH ACCESS PROPERTY LOCATED ON SOUTH FLETCHER AVENUE; AND ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE, TOTALING APPROXIMATELY 0.44 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

DRAFT

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

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

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

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

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

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

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

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

Member Stevenson and Chair Robas inquired about stormwater management.

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

Public Hearing was opened.

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

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

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

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

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

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-13
Future Land Use Map Amendment - 565 S. Fletcher Ave, Kentucky Ave & 1st Ave

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-13 at Second Reading.

SYNOPSIS: In December 2022, the City Commission approved a Deed of Dedication for 0.06 acres of land on the western portion of 565 S. Fletcher Ave for purposes of conservation and open space. This ordinance changes the future land use of this city-owned property as well as City-owned property located at Kentucky and 1st Ave from Low Density Residential (LDR) to Conservation (CON). The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change. The City Commission approved this ordinance at First Reading at its April 18, 2023, Regular Meeting.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-13 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/5/2023

Agnes J. White

Submitted By: Agnes White, Administrative Services Manager Date: April 19, 2023

COMMISSION ACTION: Enact

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach requested assignment of the Conservation (CON) from Low Density Residential (LDR) Future Land Use Map; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the future land use map changes. The properties identified for this change of the Future Land Use Map to Conservation for properties located and identified by map exhibit attached hereto as Exhibit A.

SECTION 2. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From Low Density Residential (LDR) to Conservation (CON).

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

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

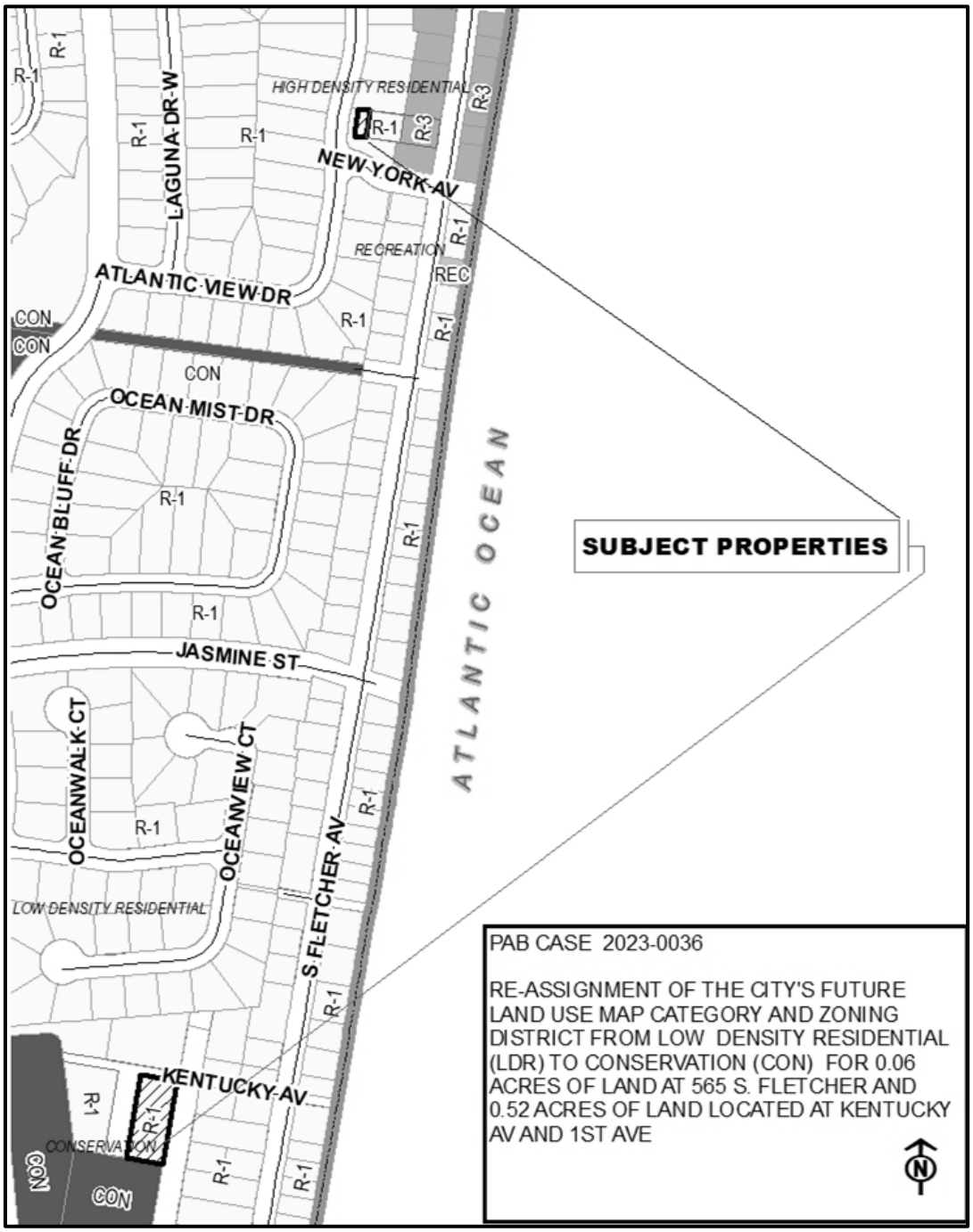


_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

PROPERTIES LOCATED AT 565 S. FLETCHER AVE TOTALING 0.06 ACRES OF LAND AND 0.52 ACRES OF LAND LOCATED AT KETUCKY AVE AND 1ST AVE; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

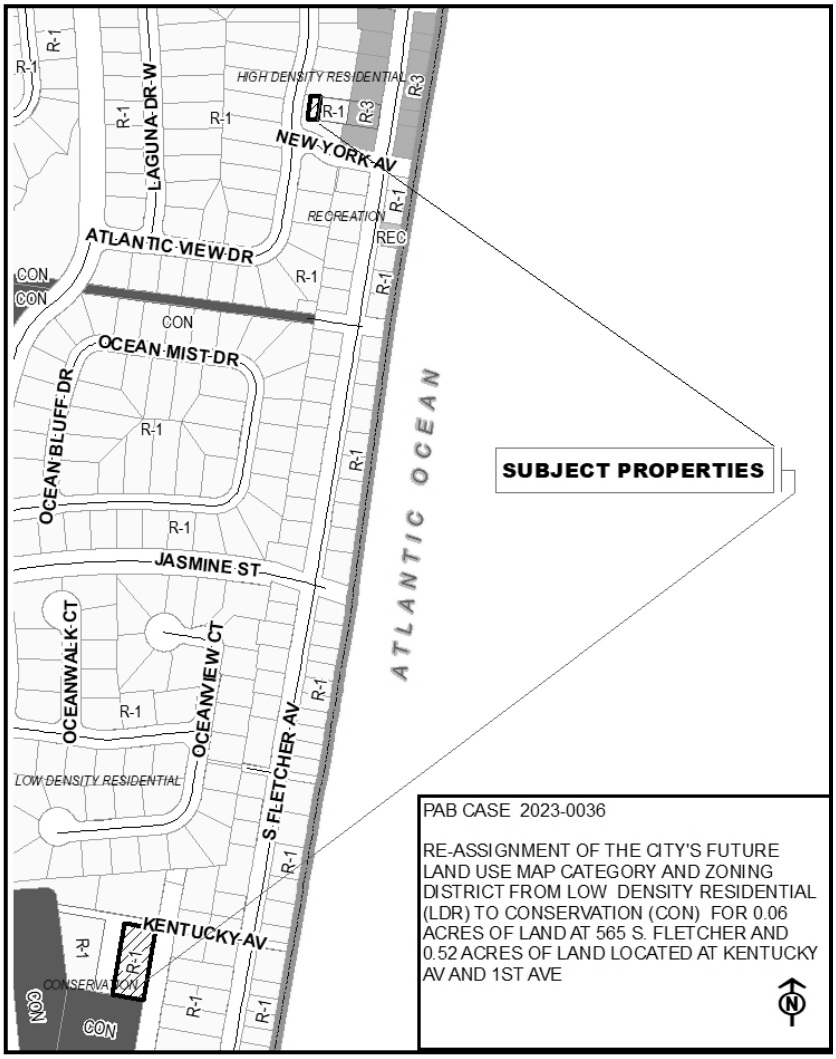
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



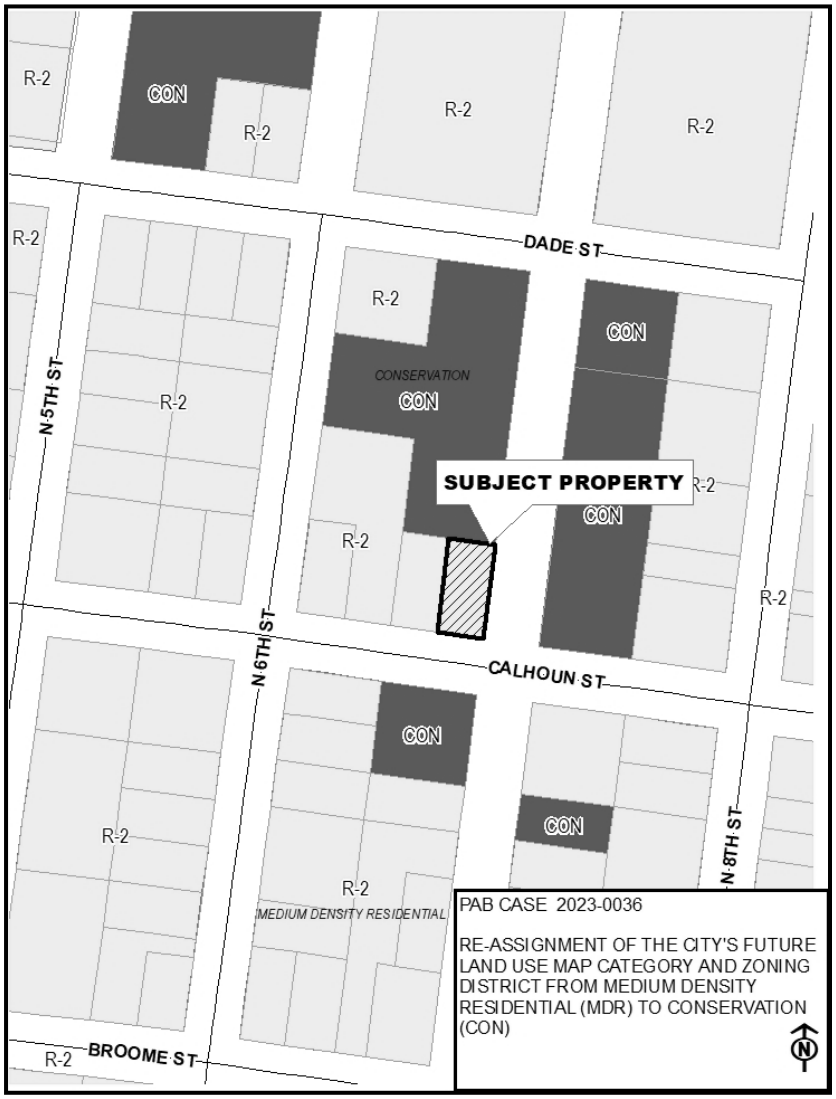
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

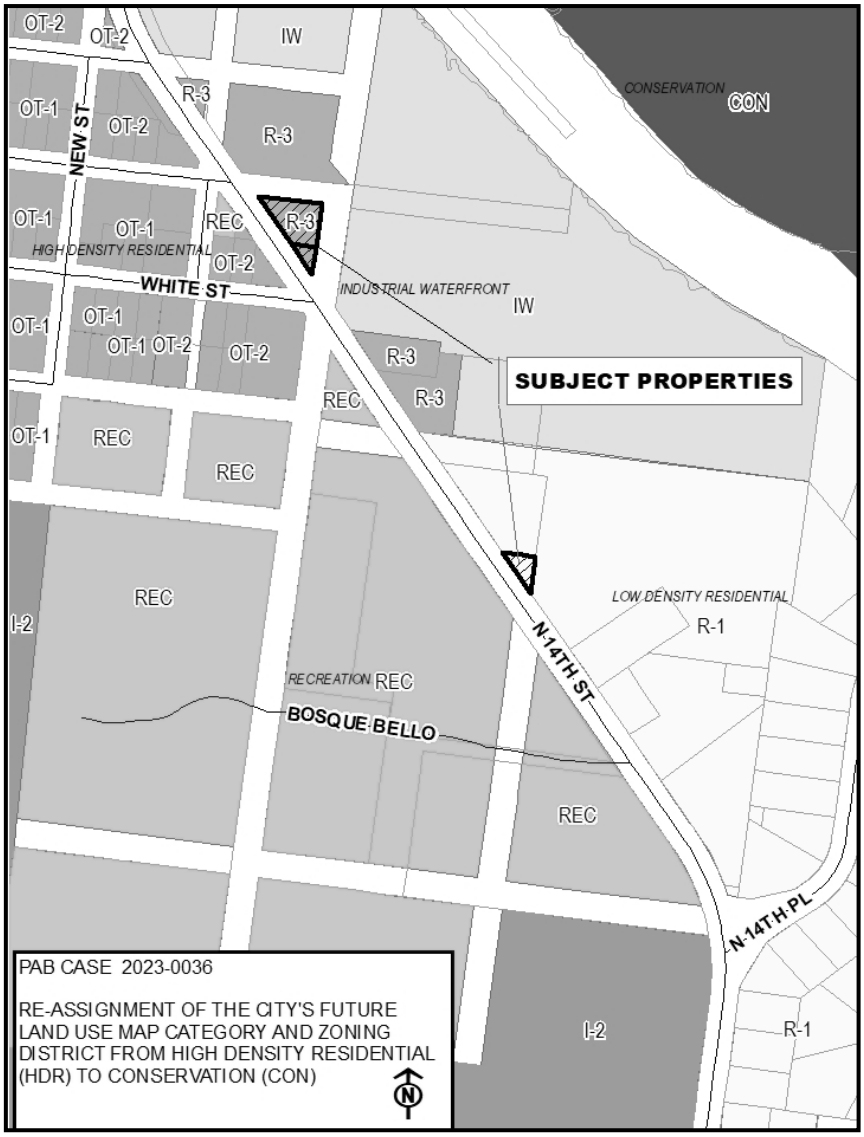


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

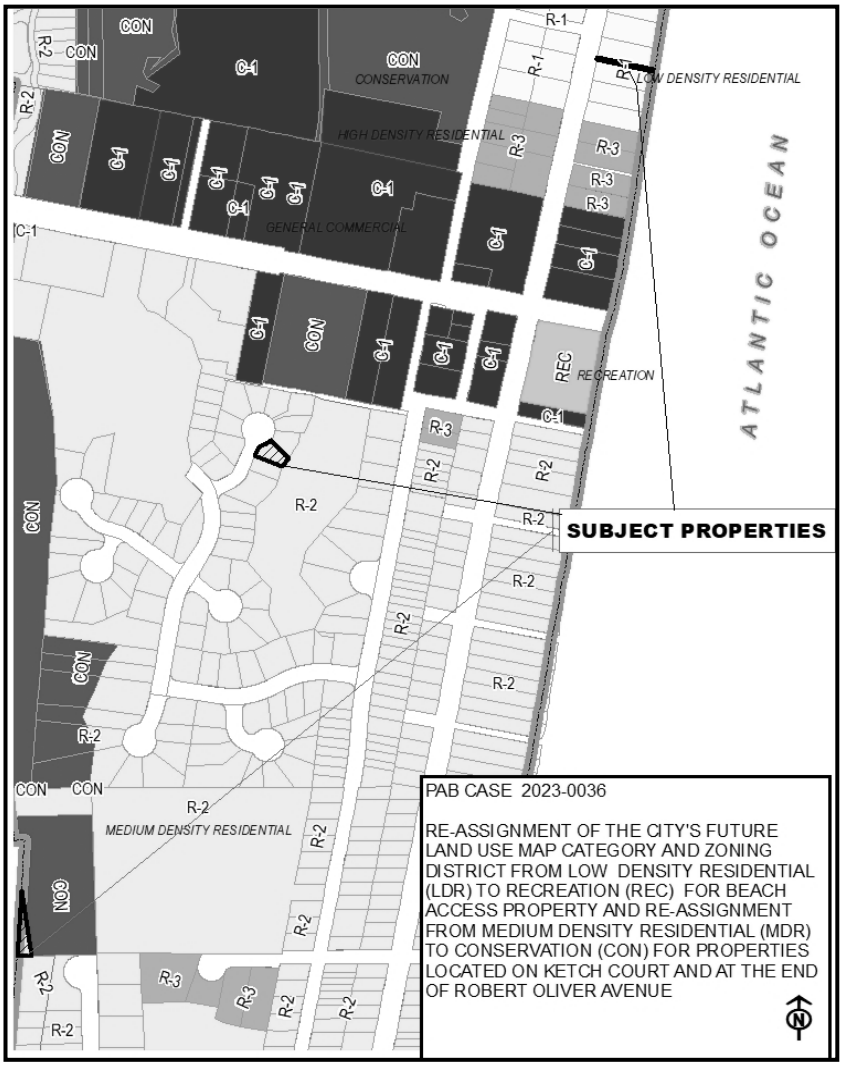
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/10/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [ ] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

Inst. Number: 202245041752 Book: 2609 Page: 1330 Page 1 of 5 Date: 12/21/2022 Time: 2:37 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

RESOLUTION 2022-225

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING A DEED OF DEDICATION FOR 0.06 ACRES OF VACANT LAND TO ADD TO THE CITY'S CONSERVATION ACREAGE; REQUIRING THE DEED TO BE RECORDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Victor Lee Hyatt II and Starr Nicole Hanlon Hyatt wish to dedicate the rear portion of their property parcel located at 565 South Fletcher Avenue (the "Property") to the City for the purposes of conservation and open space; and

WHEREAS, the Property is split zoned and contains two zoning and land use categories assigned to it which prevent the Hyatt's from reconstruction on the Property for use as a short-term rental; and

WHEREAS, the 0.06 acres is vacant and undisturbed land containing remnant dune topography that would add to the City's conservation land inventory and add conservation acreage to enhance the City's community rating system points for flood protection; and

WHEREAS, City Staff is directed to initiate a small-scale Future Land Use Map and Zoning Map change to Conservation for the 0.06 acres of land as consistent with the terms under the deed of dedication; and

WHEREAS, the City Commission wishes to accept the Deed of Dedication from the Hyatt's.

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

SECTION 1. The City Commission hereby accepts the Deed of Dedication, attached hereto as Exhibit "1".

SECTION 2. The City Clerk shall record this Deed of Dedication in the public records of Nassau County, Florida.

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

ADOPTED this 20th of December, 2022.

CITY OF FERNANDINA BEACH

Bradley M. Bean

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

Resolution 2022-225
Exhibit "1"

This Instrument prepared by:
WESLEY R. POOLE, Esquire
303 Centre St., Ste 200
Fernandina Beach, FL 32034

Title to the lands described herein has not been examined by me and no warranty or other representation is made and no opinion (either expressed or implied) is given, as to the marketability or condition of the title to the subject property, the quantity of lands included therein, the location of the boundaries thereof, or the existence of liens, unpaid taxes or encumbrances.

QUIT-CLAIM DEED OF DEDICATION

THIS QUIT-CLAIM DEED OF DEDICATION made this 20th day of December, 2022, by and between **VICTOR LEE HYATT, II, and STARR NICOLE HANLON HYATT,** Husband and Wife, party of the first part, and **CITY OF FERNANDINA BEACH,** a Florida municipal corporation, whose address is: 204 Ash Street, Fernandina Beach, FL 32034, party of the second part,

WITNESSETH: That the said party of the first part, does dedicate, release, remise and quitclaim to party of the second part, and by these presents does dedicate, remise, release and quitclaim unto the said party of the second part, to have and to hold for the public use of Conservation and Open Space, the following described land, situate, lying and being in the City of Fernandina Beach, County of Nassau, State of Florida, to-wit:

A portion of Section 18, Township 3 North, Range 29 East, Nassau County, Florida, also known and being a portion of the lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida, being more particularly described as follows:

For a point of reference, commence at the Southwest corner of Lot 5, Block 4, OCEAN CITY, according to Fernandina Dock and Realty Company's Replat of the Northern portion of said OCEAN CITY, recorded in Plat book 2, page 38, of the public records of Nassau County, Florida; thence North 81°30'52" West, along the South line of said lands described in Official Records Book 2192, page 671, and along the Northerly line of Tract "B," 'OCEAN VIEW ESTATES,' according to the plat thereof recorded in Plat Book 6, page 25, of the public records of Nassau County, Florida, a distance of 89.57 feet to the POINT OF BEGINNING; thence continue North 81°30'52" West, along the South line of said lands described in Official Records Book 2192, page 671, and along the Northerly line of said Tract "B,""OCEAN VIEW ESTATES,' a distance of 35.00 feet; thence North 09°55'58" East, along the Westerly line of said lands described in Official Records Book 2192, page 671, and along the Easterly perimeter of said Tract"B," 'OCEAN VIEW ESTATES,' a distance of 75.13 feet ; thence South 81°29'13" East, along the Northerly line of said lands described in Official Records Book 2192, page 671, a distance of 35.00 feet; thence South 09°55'58" West, a distance of 75.11 feet to the Point of Beginning.

Containing 0.06 acres, more or less.

TOGETHER WITH an easement for ingress and egress over and across the following described parcel:

A portion of Lot 5, Block 4, of OCEAN CITY, according to Fernandina Dock and Realty Company's Replat of the Northern portion of said OCEAN CITY, recorded in Plat book 2, page 38, of the public records of Nassau County, Florida, and a portion of Section 18, Township 3 North, Range 29 East, Nassau County, Florida, also known and being a portion of the lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida, all being more particularly described as follows:

Begin at the Southwest corner of said Lot 5, also known as the Southeast corner of said lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida; thence North 81°30'52" West, along the Southerly line of last said lands, a distance of 89.57 feet; thence North 09°55'59" West a distance of 10.00 feet; thence South 81°30'52" East, a distance of 191.32 feet to intersect the Westerly right-of-way line of South Fletcher Avenue (60 foot right-of-way); thence South 08°22'00" West, along the East line of said Lot 5 and Westerly right-of-way line of said South Fletcher Avenue, a distance 10.00 feet; thence departing said right-of-way, North 81°30'52" West, along said Southerly line of Lot 5, a distance of 102.02 feet to the point of beginning.

Parcel ID No.: a part of 00-00-31-1520-0004-0050.

Subject to all mortgages, easements, limitations, reservations and restrictions of record, if any, which are specifically not extended or reimposed hereby and to taxes and assessments for the year 2022 and subsequent years.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever; **PROVIDED, HOWEVER,** that this dedication is made and accepted upon the condition that the property herein dedicated is to be used and administered forever for the uses herein-above stated, for the benefit of persons residing in the City of Fernandina Beach, Florida. The property

herein dedicated is to be used and administered under such regulations consistent with the other conditions set forth herein as may from time to time hereafter be established by the City Commission of the City of Fernandina Beach, for the purpose of safeguarding the realty and any vegetation or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of the City of Fernandina Beach from any uses of or conditions in or upon the realty that are or may be detrimental to the amenities of the neighborhood.

If any part of the property herein dedicated shall not be used and maintained for any of the purposes stated above, or if any part ceases to be used and maintained for any of such purposes, or if any part be used for any other purpose inconsistent with such purposes, then all the right, title and interest in and to the property and to the improvements thereon shall revert to and revest in the party of the first part, or its successors or assigns, as fully and completely as if this instrument had not been executed.

The dedication of the above-described land is given with the express understanding, and party of the first part especially stipulates, that in the event that the above-described land and premises or any part thereof shall be conveyed by the party of the second part, or their successors, the above tract of land shall revert to the party of the first part, or its successors or assigns, together with the right of immediate possession thereof.

Party of the First Part warrants that the subject property is not their homestead, nor connected to nor a part of their homestead.

Note to Clerk: This is a conveyance of real property unencumbered by any mortgage, without any new consideration. Thus, only minimum documentary stamps are being affixed and paid hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
in the PRESENCE of:

Witness: Harrison W. Poole

Witness:

VICTOR LEE HYATT, II

STARR NICOLE HANLON HYATT

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 20th day of December, 2022, by VICTOR LEE HYATT, II, and STARR NICOLE HANLON HYATT, husband and wife, who appeared in physical person before me, and who are personally known to me or who have produced GA Driver's License as identification.

Harrison W. Poole
Comm.: HH 128030
My Commission Expires:
Aug. 30, 2025

Notary Public in and for the
County and State aforesaid
Name Of Notary: Harrison W. Poole
My Commission Expires:

MAP OF BOUNDARY SURVEY

A PORTION OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING ALSO A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

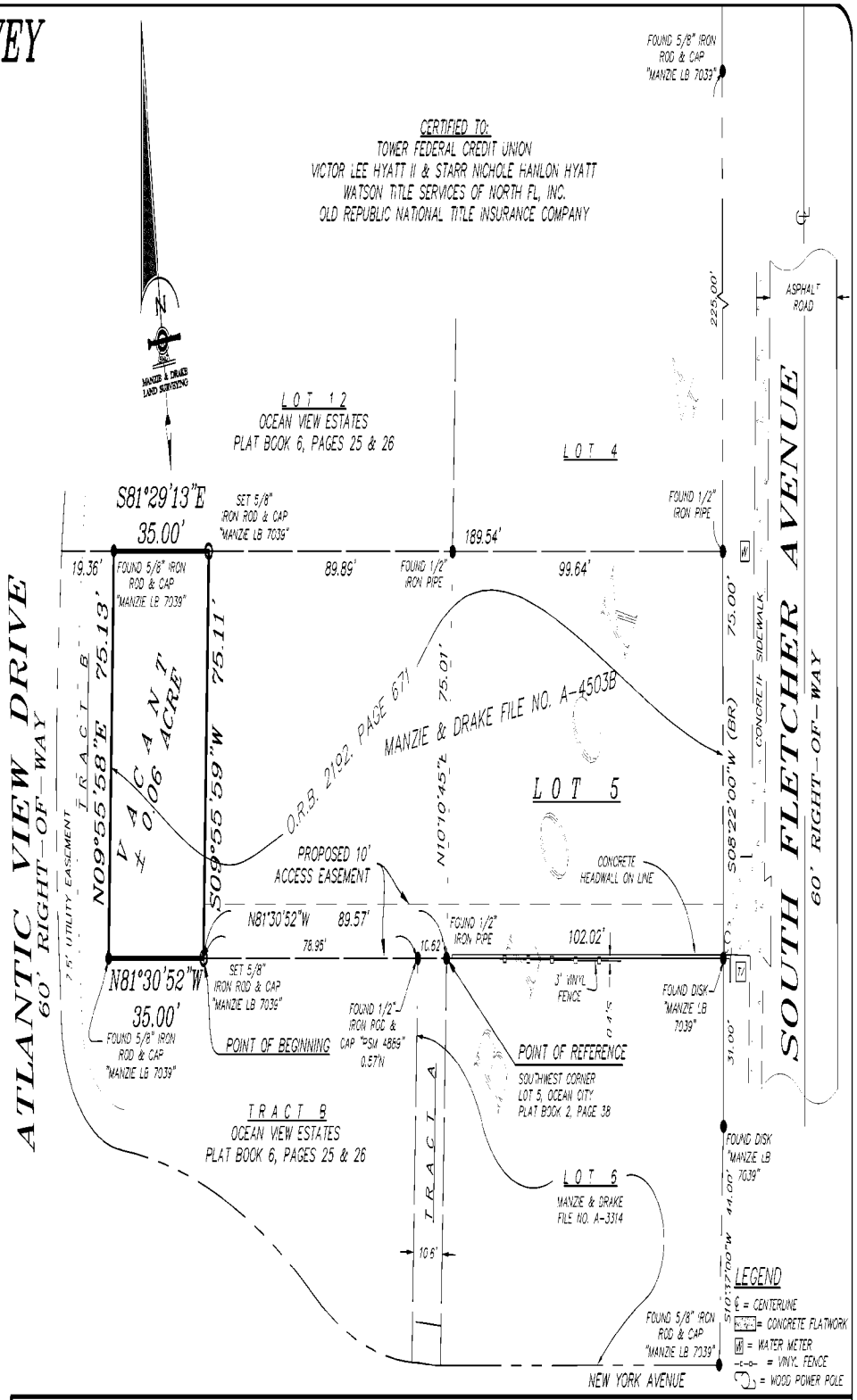
FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 4, OCEAN CITY, ACCORDING TO FERNANDINA DOCK AND REALTY COMPANY'S REPLAT OF THE NORTHERN PORTION OF SAID OCEAN CITY RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 81°30'52" WEST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE NORTHERLY LINE OF TRACT 'B', "OCEAN VIEW ESTATES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 25, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 89.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 81°30'52" WEST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE NORTHERLY LINE OF SAID TRACT 'B', "OCEAN VIEW ESTATES", A DISTANCE OF 35.00 FEET; THENCE NORTH 09°55'58" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE EASTERLY PERIMETER OF SAID TRACT 'B', "OCEAN VIEW ESTATES", A DISTANCE OF 75.13 FEET THENCE SOUTH 81°29'13" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, A DISTANCE OF 35.00 FEET; THENCE SOUTH 09°55'59" WEST, A DISTANCE OF 75.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.06 ACRES, MORE OR LESS.

TOGETHER WITH A 10 FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF LOT 5, BLOCK 4, OF OCEAN CITY, ACCORDING TO FERNANDINA DOCK AND REALTY COMPANY'S REPLAT OF THE NORTHERN PORTION OF SAID OCEAN CITY RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND A PORTION OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 5, ALSO KNOWN AS THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 81°30'52" WEST, ALONG THE SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 89.57 FEET; THENCE NORTH 09°55'59" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 81°30'52" EAST A DISTANCE OF 191.32 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH FLETCHER AVENUE (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 08°22'00" WEST, ALONG THE EAST LINE OF SAID LOT 5 AND WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH FLETCHER AVENUE, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 81°30'52" WEST, ALONG SAID SOUTHERLY LINE OF LOT 5, A DISTANCE OF 102.02 FEET TO THE POINT OF BEGINNING.



SURVEY NOTES:

1) The "Legal Description" hereon was prepared by this surveyor.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on S08°22'00"W for the westerly right-of-way line of South Fletcher Avenue. The bearing reference line is indicated as "thus (BR).
5) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0241 G" Dated "06/02/2017". Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

10/4/2022

MICHAEL A. MANZIE, P.L.S. 4069

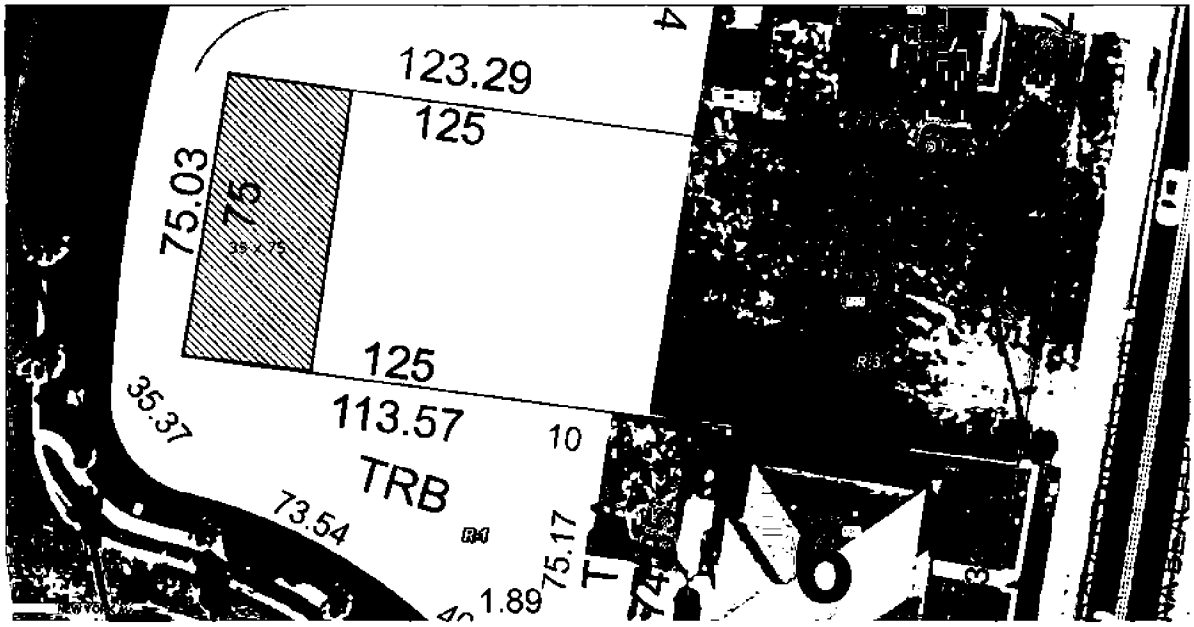
MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=30' JOB NO: 20247 DATE: 9/16/2022 CADD: BMD

F.B. NO: X-311 PAGE NO: 39 FIELD CREW: DC FILE NO: A-4503A

Parcel Map



May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

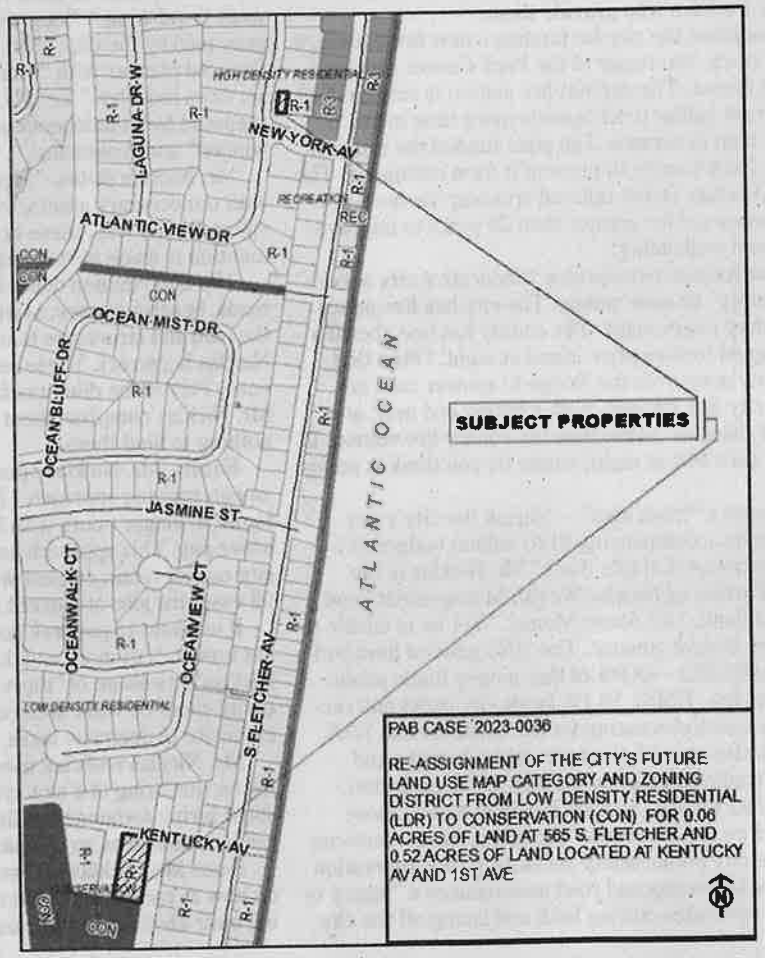
NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

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

1. CALL TO ORDER 5:00

2. ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

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

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF MEETING MINUTES

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

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

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

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

5. OLD BUSINESS

There were no Old Business items to discuss.

6. NEW BUSINESS

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

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

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, 20 S. 4th Street, spoke about the stormwater engineering.

Public comment was opened.

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

Public comment was closed.
ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

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

Ms. Gibson introduced the case.

Board members discussed density and different residential zoning districts.

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

ACTION TAKEN: A motion was made by Member Bennett, seconded by Member Stevenson to recommend approval of PAB case 2023-0035 to the City Commission; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time. MODIFIED RECOMMENDAATION TO LOW-DENSITY RESIDENTIAL

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

6.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes.

Wally Greeves, 1906 1st Ave., inquired about the voting process for this case.

Separate motion and vote for 613 Calhoun St. to make it PI zoned.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of property located at 613 Calhoun Street as part of PAB case 2023-0035 to the City Commission; AND that property located at 613 Calhoun Street as part of PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Dee, 2328 Sadler Rd., inquired about the purchase history of the Ketch Court parcel.

Wally Greeves, 1906 1st Ave., clarified that there is a beach walkover and expressed a concern about the recreational zoning designation.

Pamela, 1947 S. Fletcher Ave., asked for clarity on maintenance of the beach walkover.

Donna Haines, 1929 S. Fletcher Ave., inquired about other beach access zoning.

Margaret Kirkland, 1377 Plantation Point Drive., asked about the Roosevelt Ave. right-of-way.
Melinda, 2845 Robert Oliver Ave., asked about permissible uses in the conservation zoning district.

Paul Morrison, 2820 Kentucky Ave., clarified that the Kentucky Ave. parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0035 to the City Commission; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

7. BOARD BUSINESS

7.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to elect Member Robas as Chair.

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

7.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

8. STAFF REPORT

8.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

8.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson provided the Board with an overview of the proposed amendments that will come before them at the April meeting.

9. PUBLIC COMMENT

No parties wished to speak.

10. ADJOURNMENT 7:00

Taylor Hartmann. Recording Secretary

Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-14
Zoning Map Change - 565 S. Fletcher Ave, Kentucky Ave and 1st Ave

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-14 at Second Reading.

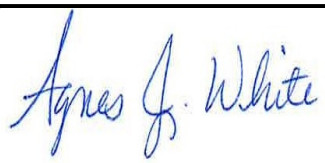
SYNOPSIS: In December 2022, the City Commission approved a Deed of Dedication for 0.06 acres of land on the western portion of 565 S. Fletcher Ave for purposes of conservation and open space. This ordinance changes the zoning this City-owned property as well as City-owned property located at Kentucky and 1st Ave from Low Density Residential (R-1) to Conservation (CON). The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change. The City Commission considered this ordinance at First Reading as a quasi-judicial hearing at its April 18, 2023, Regular Meeting.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-14 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/8/2023



Submitted By: Agnes White, Administrative Services Manager Date: April 19, 2023

COMMISSION ACTION: Enact

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Conservation (CON) Zoning District from Low Density Residential (R-1) District; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Zoning Map to City of Fernandina Beach Conservation (CON) for properties located and identified by map exhibit attached hereto as Exhibit A.

SECTION 2. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit "A":

- From Low Density Residential (R-1) to Conservation (CON).

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

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



_____

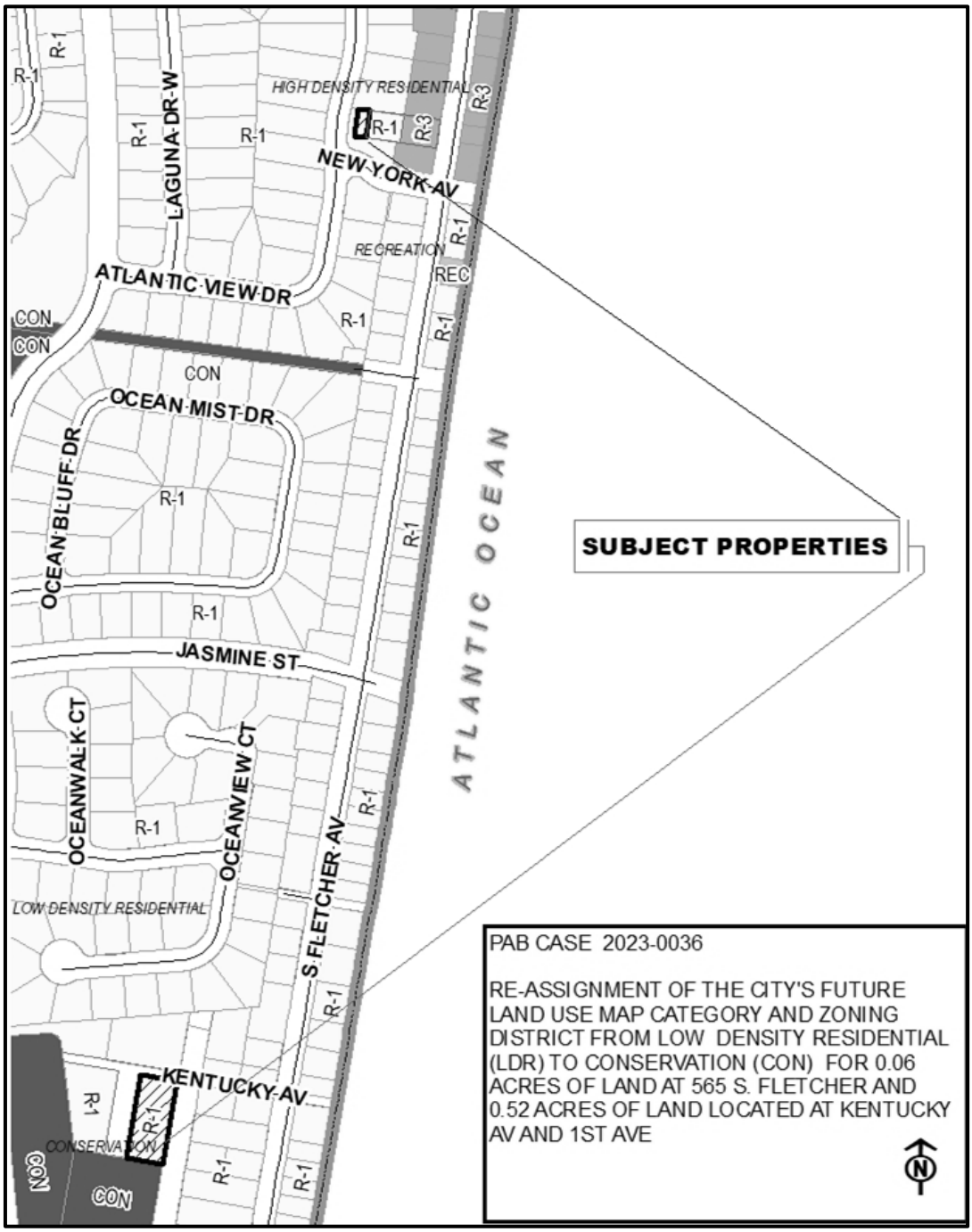
CAROLINE BEST
City Clerk

_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

PROPERTIES LOCATED AT 565 S. FLETCHER AVE TOTALING 0.06 ACRES OF LAND AND 0.52 ACRES OF LAND LOCATED AT KETUCKY AVE AND 1ST AVE; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

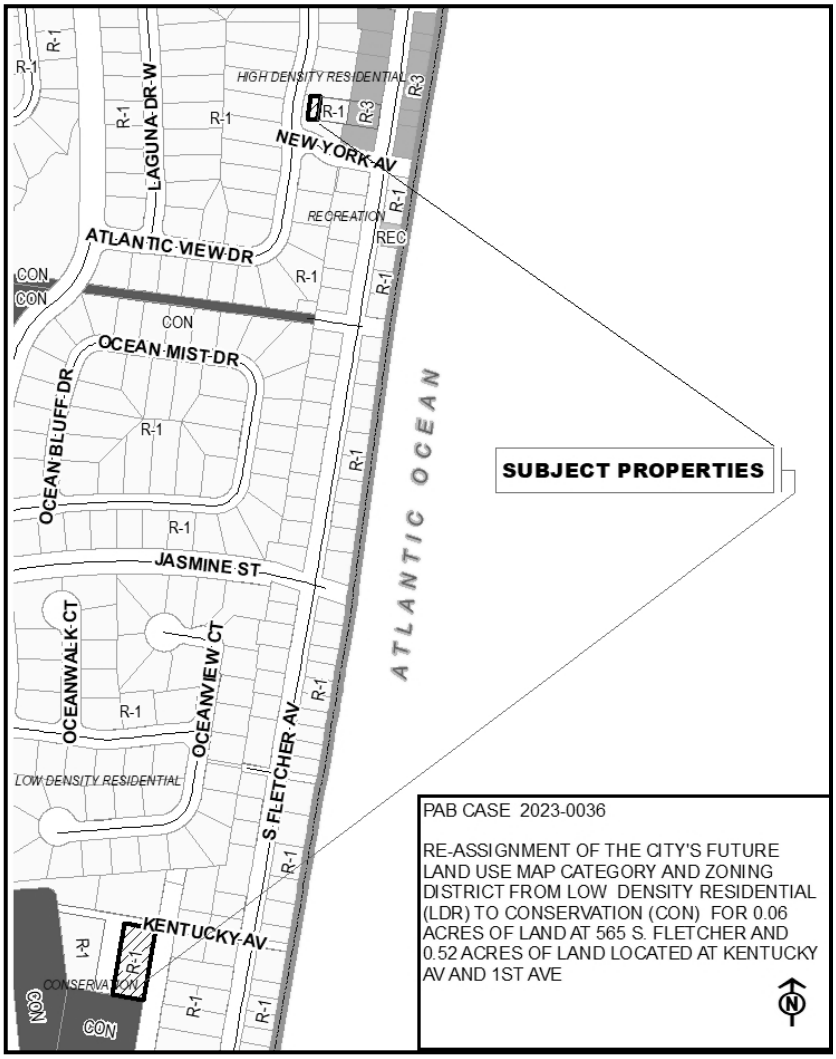
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



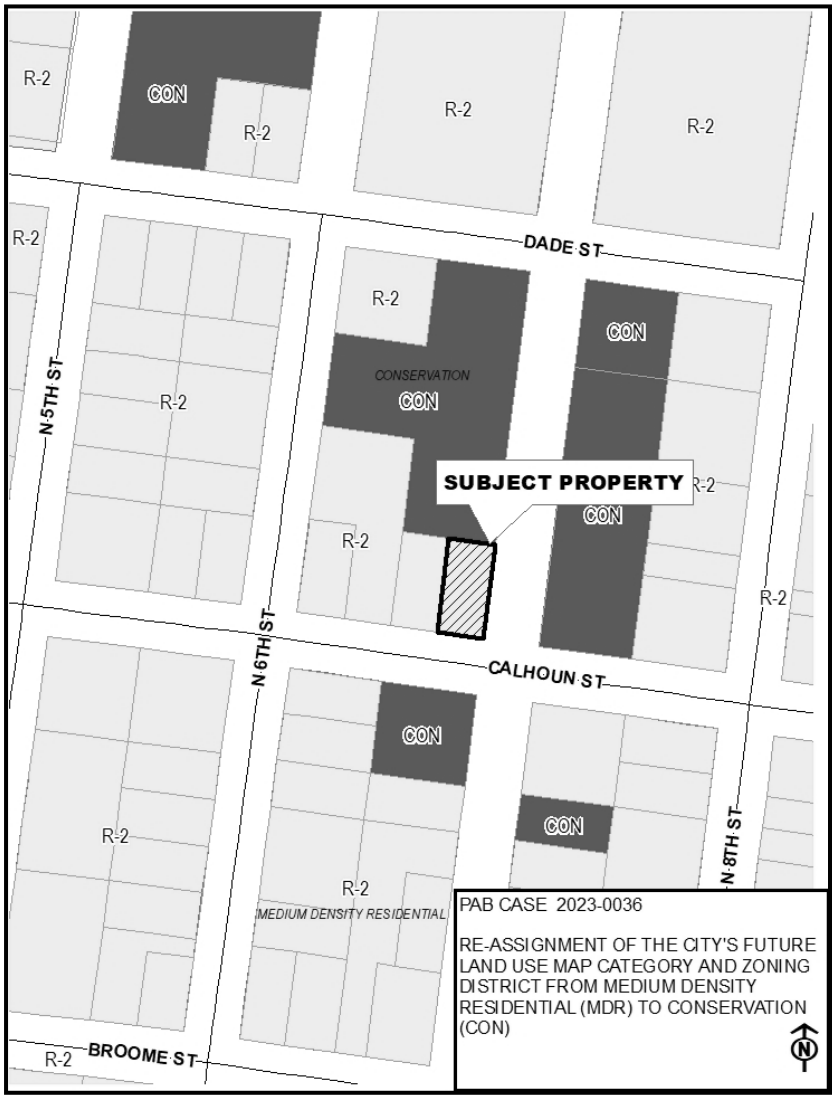
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
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APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

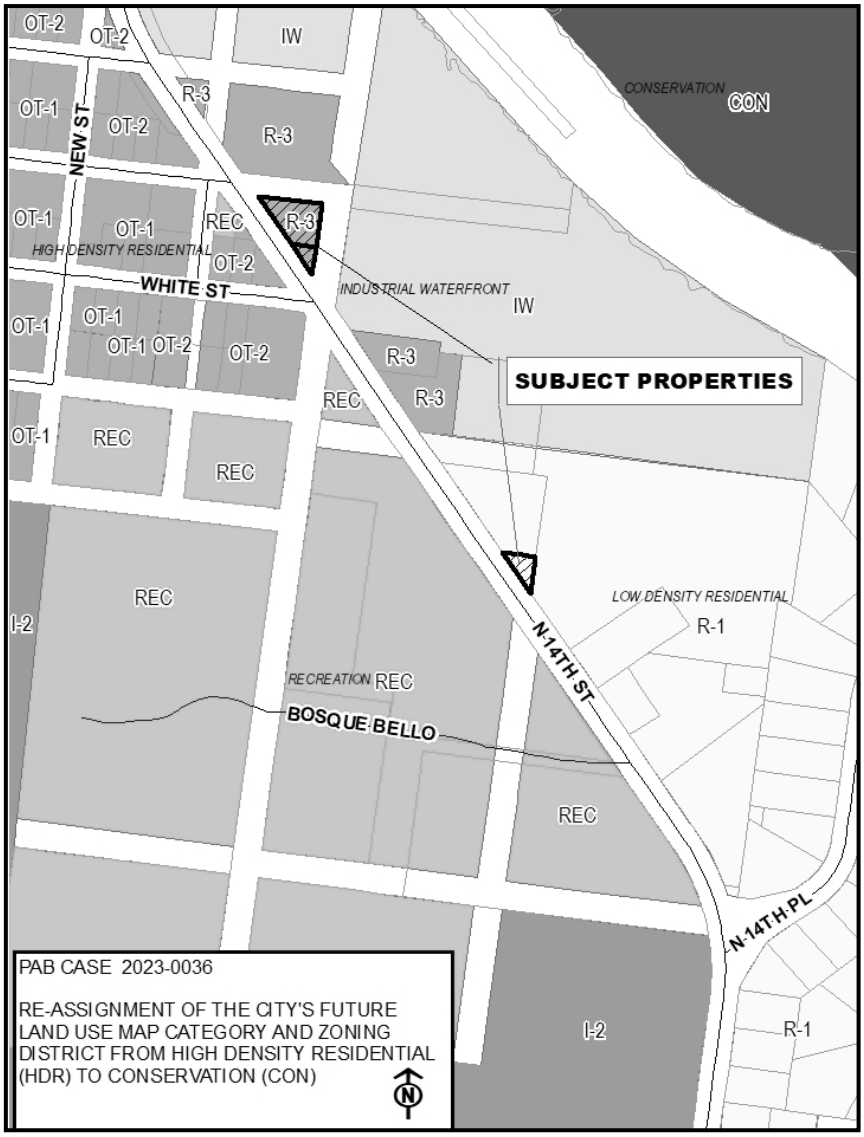


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

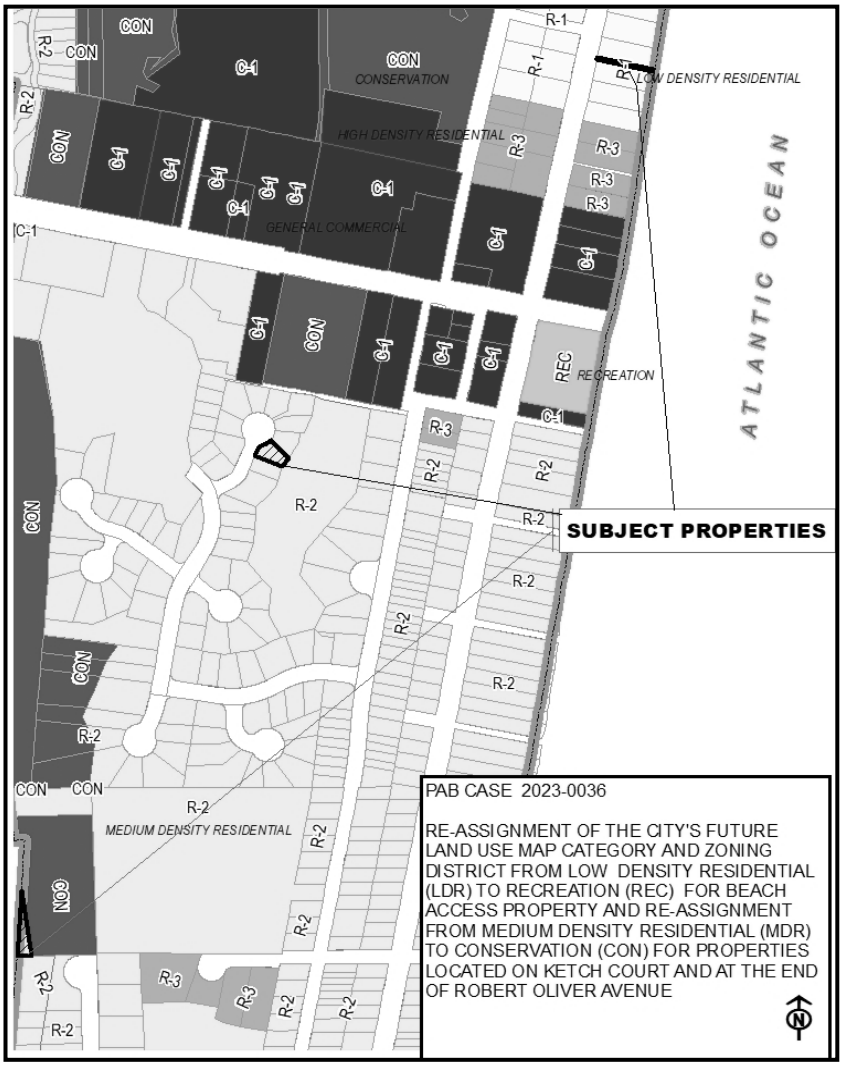
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/10/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [ ] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

Inst. Number: 202245041752 Book: 2609 Page: 1330 Page 1 of 5 Date: 12/21/2022 Time: 2:37 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

RESOLUTION 2022-225

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ACCEPTING A DEED OF DEDICATION FOR 0.06 ACRES OF VACANT LAND TO ADD TO THE CITY'S CONSERVATION ACREAGE; REQUIRING THE DEED TO BE RECORDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Victor Lee Hyatt II and Starr Nicole Hanlon Hyatt wish to dedicate the rear portion of their property parcel located at 565 South Fletcher Avenue (the "Property") to the City for the purposes of conservation and open space; and

WHEREAS, the Property is split zoned and contains two zoning and land use categories assigned to it which prevent the Hyatt's from reconstruction on the Property for use as a short-term rental; and

WHEREAS, the 0.06 acres is vacant and undisturbed land containing remnant dune topography that would add to the City's conservation land inventory and add conservation acreage to enhance the City's community rating system points for flood protection; and

WHEREAS, City Staff is directed to initiate a small-scale Future Land Use Map and Zoning Map change to Conservation for the 0.06 acres of land as consistent with the terms under the deed of dedication; and

WHEREAS, the City Commission wishes to accept the Deed of Dedication from the Hyatt's.

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

SECTION 1. The City Commission hereby accepts the Deed of Dedication, attached hereto as Exhibit "1".

SECTION 2. The City Clerk shall record this Deed of Dedication in the public records of Nassau County, Florida.

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

ADOPTED this 20th of December, 2022.

CITY OF FERNANDINA BEACH

Bradley M. Bean

BRADLEY M. BEAN
Commissioner-Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

Resolution 2022-225
Exhibit "1"

This Instrument prepared by:
WESLEY R. POOLE, Esquire
303 Centre St., Ste 200
Fernandina Beach, FL 32034

Title to the lands described herein has not been examined by me and no warranty or other representation is made and no opinion (either expressed or implied) is given, as to the marketability or condition of the title to the subject property, the quantity of lands included therein, the location of the boundaries thereof, or the existence of liens, unpaid taxes or encumbrances.

QUIT-CLAIM DEED OF DEDICATION

THIS QUIT-CLAIM DEED OF DEDICATION made this 20th day of December, 2022, by and between **VICTOR LEE HYATT, II, and STARR NICOLE HANLON HYATT,** Husband and Wife, party of the first part, and **CITY OF FERNANDINA BEACH,** a Florida municipal corporation, whose address is: 204 Ash Street, Fernandina Beach, FL 32034, party of the second part,

WITNESSETH: That the said party of the first part, does dedicate, release, remise and quitclaim to party of the second part, and by these presents does dedicate, remise, release and quitclaim unto the said party of the second part, to have and to hold for the public use of Conservation and Open Space, the following described land, situate, lying and being in the City of Fernandina Beach, County of Nassau, State of Florida, to-wit:

A portion of Section 18, Township 3 North, Range 29 East, Nassau County, Florida, also known and being a portion of the lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida, being more particularly described as follows:

For a point of reference, commence at the Southwest corner of Lot 5, Block 4, OCEAN CITY, according to Fernandina Dock and Realty Company's Replat of the Northern portion of said OCEAN CITY, recorded in Plat book 2, page 38, of the public records of Nassau County, Florida; thence North 81°30'52" West, along the South line of said lands described in Official Records Book 2192, page 671, and along the Northerly line of Tract "B," 'OCEAN VIEW ESTATES,' according to the plat thereof recorded in Plat Book 6, page 25, of the public records of Nassau County, Florida, a distance of 89.57 feet to the POINT OF BEGINNING; thence continue North 81°30'52" West, along the South line of said lands described in Official Records Book 2192, page 671, and along the Northerly line of said Tract "B,""OCEAN VIEW ESTATES,' a distance of 35.00 feet; thence North 09°55'58" East, along the Westerly line of said lands described in Official Records Book 2192, page 671, and along the Easterly perimeter of said Tract"B," 'OCEAN VIEW ESTATES,' a distance of 75.13 feet ; thence South 81°29'13" East, along the Northerly line of said lands described in Official Records Book 2192, page 671, a distance of 35.00 feet; thence South 09°55'58" West, a distance of 75.11 feet to the Point of Beginning.

Containing 0.06 acres, more or less.

TOGETHER WITH an easement for ingress and egress over and across the following described parcel:

A portion of Lot 5, Block 4, of OCEAN CITY, according to Fernandina Dock and Realty Company's Replat of the Northern portion of said OCEAN CITY, recorded in Plat book 2, page 38, of the public records of Nassau County, Florida, and a portion of Section 18, Township 3 North, Range 29 East, Nassau County, Florida, also known and being a portion of the lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida, all being more particularly described as follows:

Begin at the Southwest corner of said Lot 5, also known as the Southeast corner of said lands described in Official Records Book 2192, page 671, of the public records of Nassau County, Florida; thence North 81°30'52" West, along the Southerly line of last said lands, a distance of 89.57 feet; thence North 09°55'59" West a distance of 10.00 feet; thence South 81°30'52" East, a distance of 191.32 feet to intersect the Westerly right-of-way line of South Fletcher Avenue (60 foot right-of-way); thence South 08°22'00" West, along the East line of said Lot 5 and Westerly right-of-way line of said South Fletcher Avenue, a distance 10.00 feet; thence departing said right-of-way, North 81°30'52" West, along said Southerly line of Lot 5, a distance of 102.02 feet to the point of beginning.

Parcel ID No.: a part of 00-00-31-1520-0004-0050.

Subject to all mortgages, easements, limitations, reservations and restrictions of record, if any, which are specifically not extended or reimposed hereby and to taxes and assessments for the year 2022 and subsequent years.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever; **PROVIDED, HOWEVER,** that this dedication is made and accepted upon the condition that the property herein dedicated is to be used and administered forever for the uses herein-above stated, for the benefit of persons residing in the City of Fernandina Beach, Florida. The property

herein dedicated is to be used and administered under such regulations consistent with the other conditions set forth herein as may from time to time hereafter be established by the City Commission of the City of Fernandina Beach, for the purpose of safeguarding the realty and any vegetation or improvements thereon from damage or deterioration, and for the further purpose of protecting the residents of the City of Fernandina Beach from any uses of or conditions in or upon the realty that are or may be detrimental to the amenities of the neighborhood.

If any part of the property herein dedicated shall not be used and maintained for any of the purposes stated above, or if any part ceases to be used and maintained for any of such purposes, or if any part be used for any other purpose inconsistent with such purposes, then all the right, title and interest in and to the property and to the improvements thereon shall revert to and revest in the party of the first part, or its successors or assigns, as fully and completely as if this instrument had not been executed.

The dedication of the above-described land is given with the express understanding, and party of the first part especially stipulates, that in the event that the above-described land and premises or any part thereof shall be conveyed by the party of the second part, or their successors, the above tract of land shall revert to the party of the first part, or its successors or assigns, together with the right of immediate possession thereof.

Party of the First Part warrants that the subject property is not their homestead, nor connected to nor a part of their homestead.

Note to Clerk: This is a conveyance of real property unencumbered by any mortgage, without any new consideration. Thus, only minimum documentary stamps are being affixed and paid hereto.

IN WITNESS WHEREOF, the said party of the first part has hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
in the PRESENCE of:

Witness: Harrison W. Poole

Witness:

VICTOR LEE HYATT, II

STARR NICOLE HANLON HYATT

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 20th day of December, 2022, by VICTOR LEE HYATT, II, and STARR NICOLE HANLON HYATT, husband and wife, who appeared in physical person before me, and who are personally known to me or who have produced GA Driver's License as identification.

Harrison W. Poole
Comm.: HH 128030
My Commission Expires:
Aug. 30, 2025

Notary Public in and for the
County and State aforesaid
Name Of Notary: Harrison W. Poole
My Commission Expires:

MAP OF BOUNDARY SURVEY

A PORTION OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING ALSO A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

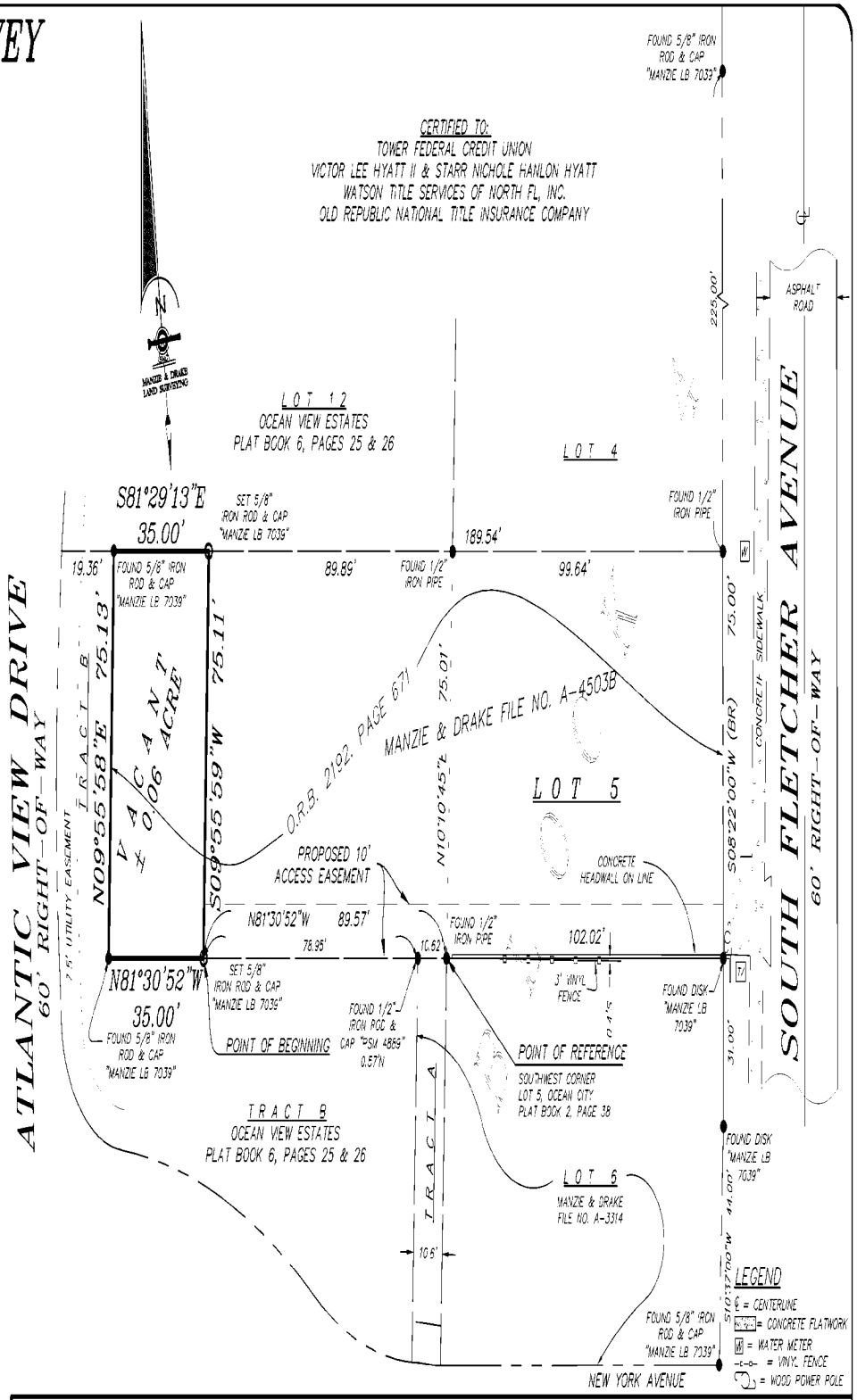
FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK 4, OCEAN CITY, ACCORDING TO FERNANDINA DOCK AND REALTY COMPANY'S REPLAT OF THE NORTHERN PORTION OF SAID OCEAN CITY RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 81°30'52" WEST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE NORTHERLY LINE OF TRACT 'B', "OCEAN VIEW ESTATES", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, PAGE 25, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, A DISTANCE OF 89.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 81°30'52" WEST, ALONG THE SOUTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE NORTHERLY LINE OF SAID TRACT 'B', "OCEAN VIEW ESTATES", A DISTANCE OF 35.00 FEET; THENCE NORTH 09°55'58" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, AND ALONG THE EASTERLY PERIMETER OF SAID TRACT 'B', "OCEAN VIEW ESTATES", A DISTANCE OF 75.13 FEET THENCE SOUTH 81°29'13" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, A DISTANCE OF 35.00 FEET; THENCE SOUTH 09°55'59" WEST, A DISTANCE OF 75.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.06 ACRES, MORE OR LESS.

TOGETHER WITH A 10 FOOT EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF LOT 5, BLOCK 4, OF OCEAN CITY, ACCORDING TO FERNANDINA DOCK AND REALTY COMPANY'S REPLAT OF THE NORTHERN PORTION OF SAID OCEAN CITY RECORDED IN PLAT BOOK 2, PAGE 38, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, AND A PORTION OF SECTION 18, TOWNSHIP 3 NORTH, RANGE 29 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 5, ALSO KNOWN AS THE SOUTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2192, PAGE 671, OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE NORTH 81°30'52" WEST, ALONG THE SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 89.57 FEET; THENCE NORTH 09°55'59" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 81°30'52" EAST A DISTANCE OF 191.32 FEET TO INTERSECT THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH FLETCHER AVENUE (A 60 FOOT RIGHT-OF-WAY); THENCE SOUTH 08°22'00" WEST, ALONG THE EAST LINE OF SAID LOT 5 AND WESTERLY RIGHT-OF-WAY LINE OF SAID SOUTH FLETCHER AVENUE, A DISTANCE OF 10.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 81°30'52" WEST, ALONG SAID SOUTHERLY LINE OF LOT 5, A DISTANCE OF 102.02 FEET TO THE POINT OF BEGINNING.



SURVEY NOTES:

1) The "Legal Description" hereon was prepared by this surveyor.
2) Underground improvements were not located or shown.
3) Lands shown hereon were not abstracted by this office for easements, rights-of-way, ownership or other instruments of record.
4) Bearings shown hereon are based on S08°22'00"W for the westerly right-of-way line of South Fletcher Avenue. The bearing reference line is indicated as "thus (BR).
5) The property shown hereon lies within flood zone "X" as per F.E.M.A. Flood Insurance Rate Map, Panel "12089C 0241 G" Dated "06/02/2017". Flood Zone information listed above and shown on this survey is provided as a courtesy and is approximate at best. All data should be verified by Nassau County Building Department for accuracy. We assume no liability for its accuracy. Flood Zone information is not covered by the certification hereon and is not required to be shown per Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

10/4/2022

MICHAEL A. MANZIE, P.L.S. 4069

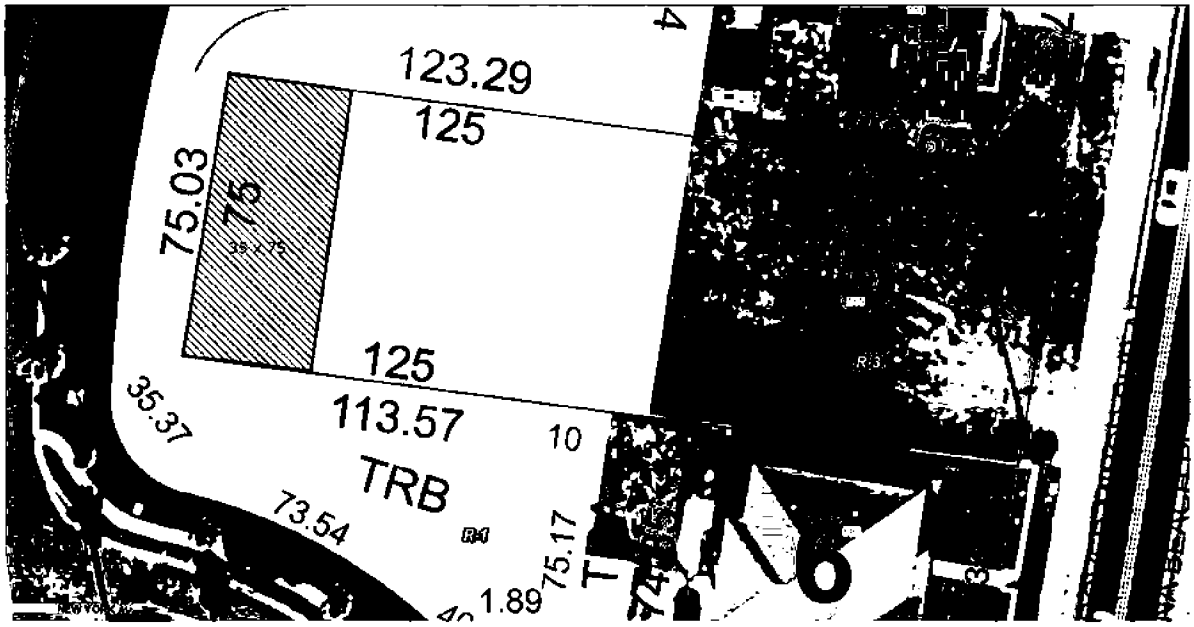
MANZIE & DRAKE LAND SURVEYING
117 South Ninth Street, Fernandina Beach, FL 32034
(904) 491-5700 www.ManzieAndDrake.com
Certificate of Authorization Number "LB 7039"

"OUR *SIGHTS* ARE ON THE FUTURE, SET YOUR *SITES* ON US."

SCALE: 1"=30' JOB NO: 20247 DATE: 9/16/2022 CADD: BMD

F.B. NO: X-311 PAGE NO: 39 FIELD CREW: DC FILE NO: A-4503A

Parcel Map



May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

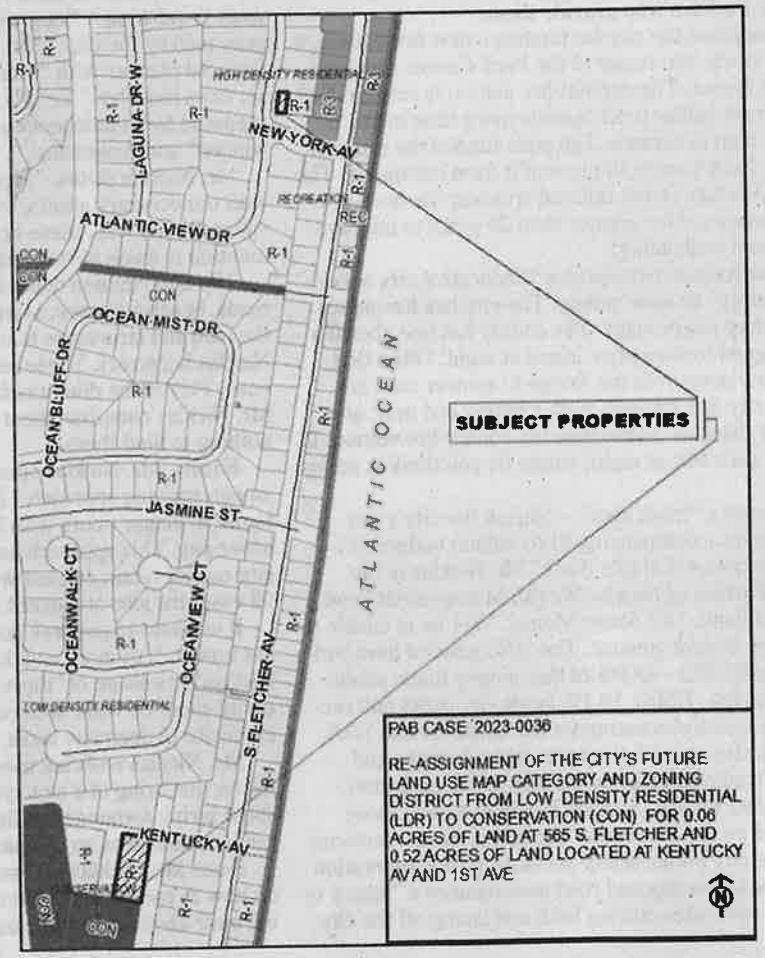
NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-13

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-14

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR 0.06 ACRES OF LAND LOCATED AT 565 SOUTH FLETCHER AVENUE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVENUE AND 1ST AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

DRAFT

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

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

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

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

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

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

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

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

Member Stevenson and Chair Robas inquired about stormwater management.

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

Public Hearing was opened.

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

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

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

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

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

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-15
Future Land Use Map Amendment - 613 Calhoun Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-15 at Second Reading.

SYNOPSIS: This ordinance changes the future land use of the property already owned by the City from Low Density Residential to Conservation. The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change. The City Commission approved this ordinance at First Reading at its April 18, 2023, Regular Meeting.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-15 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/5/2023

Agnes J. White

Date: April 19, 2023

Submitted By: Agnes White, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Fernandina Beach requested assignment of the Public and Institutional (PI-1) from Medium Density Residential (MDR) Future Land Use Map; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the future land use map changes. The property identified for this change of the Future Land Use Map to Public and Institutional for property located and identified by map exhibit attached hereto as Exhibit A.

SECTION 2. FUTURE LAND USE MAP CHANGE. For the property in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From Medium Density Residential (MDR) to Public and Institutional (PI-1).

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

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



_____

CAROLINE BEST
City Clerk

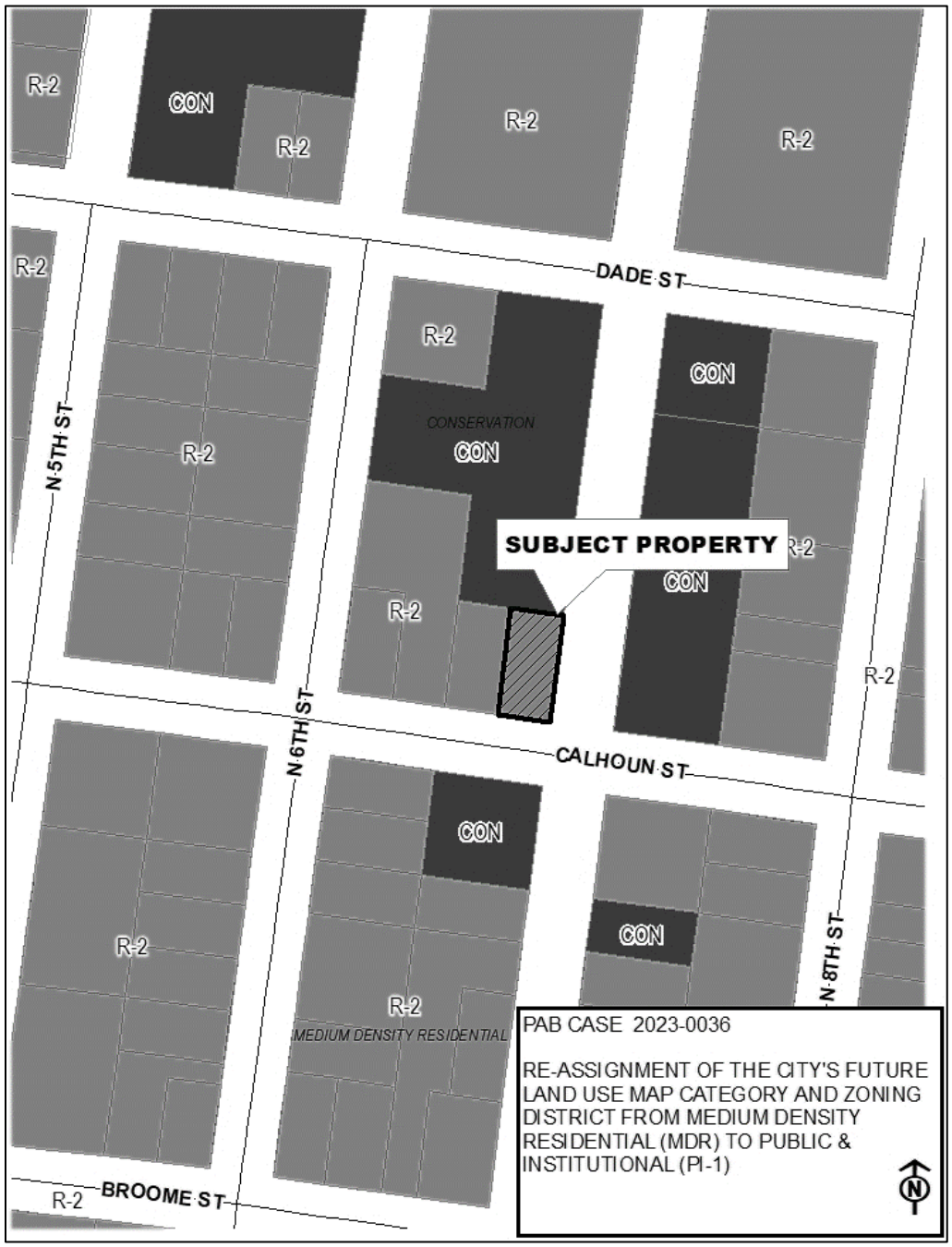
_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

Ordinance 2023-15
Exhibit "A"

PROPERTY LOCATED AT 613 CALHOUN STREET; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) AND ZONING DISTRICT OF PUBLIC AND INSTITUTIONAL (PI-1)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/10/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [ ] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

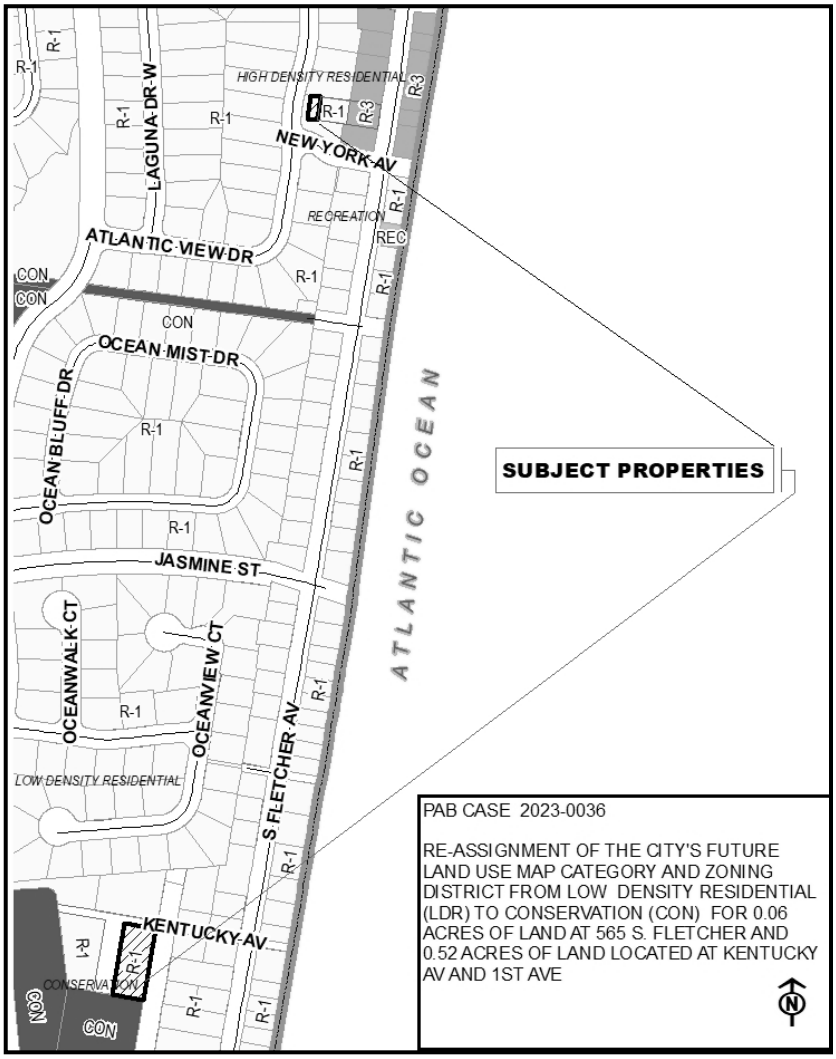
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



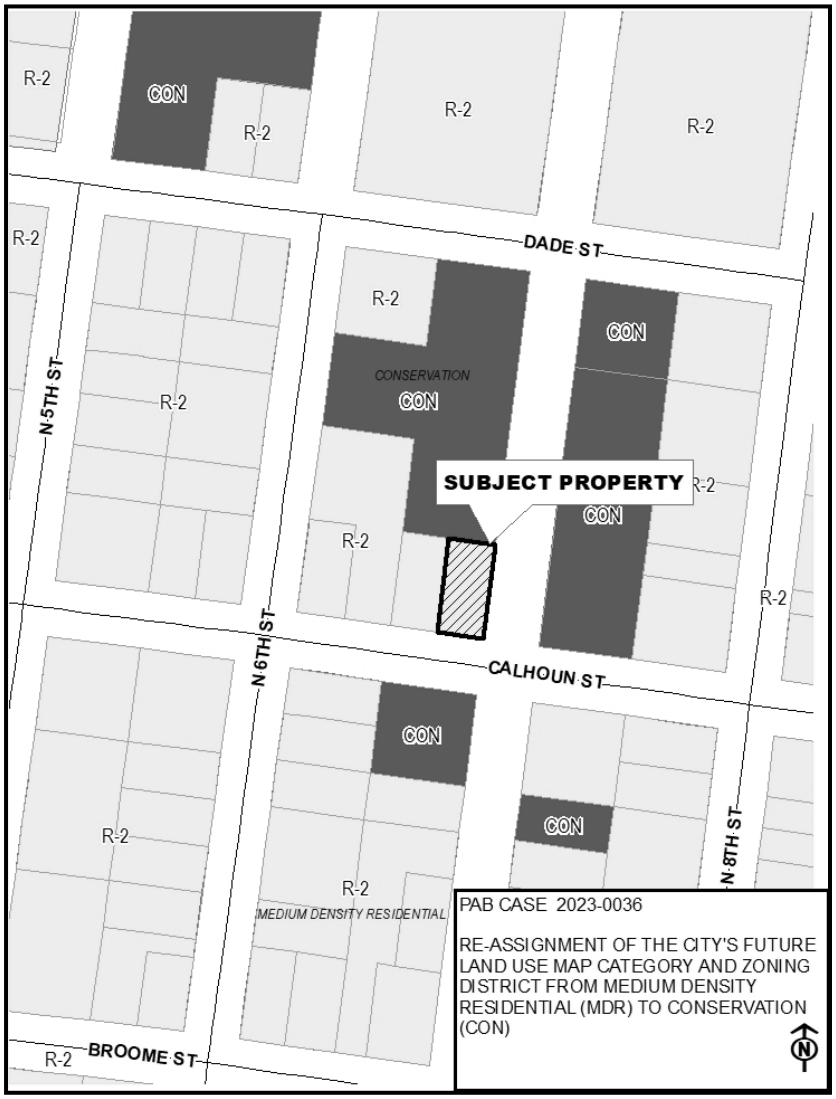
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

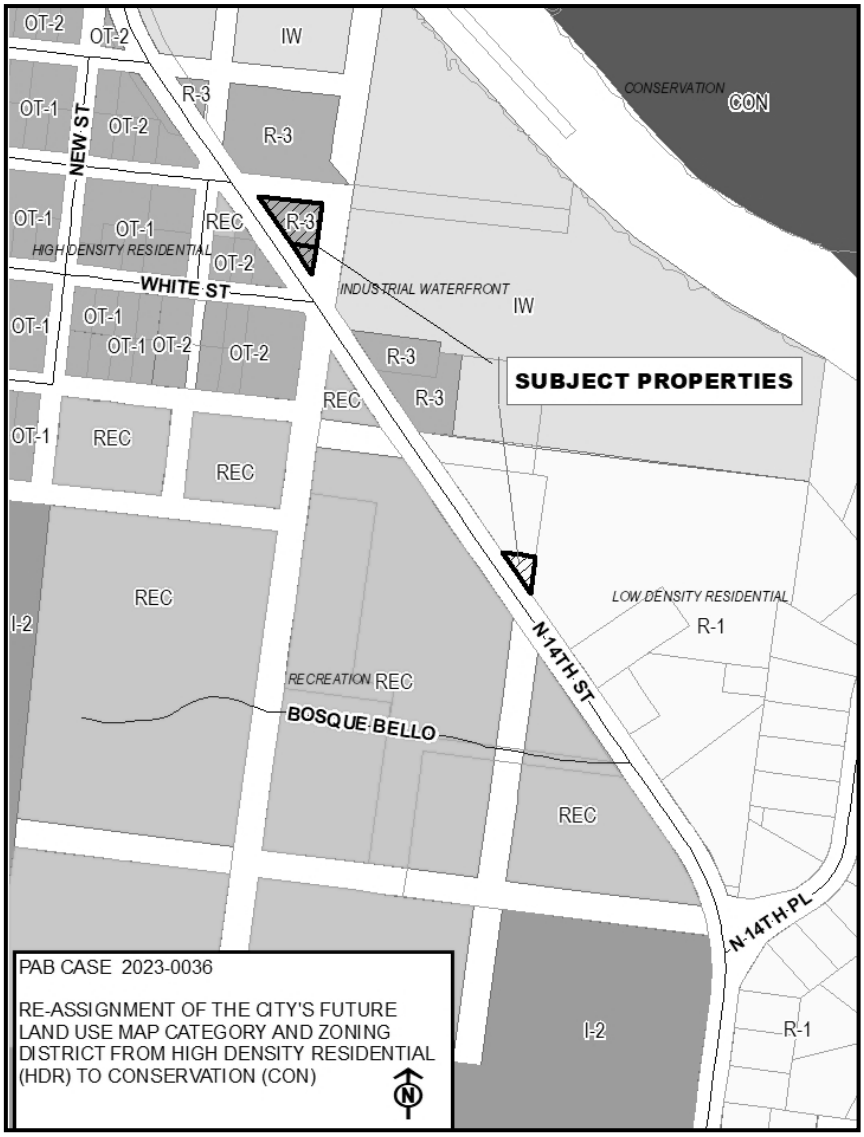


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

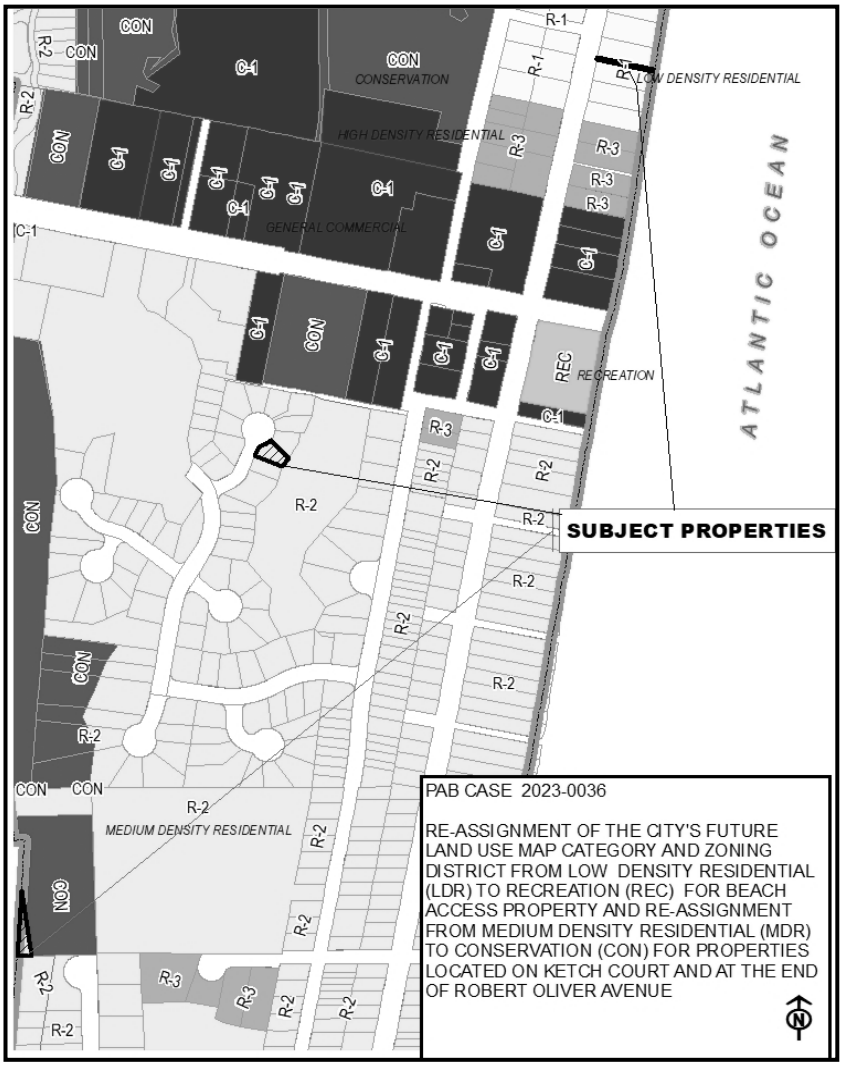
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

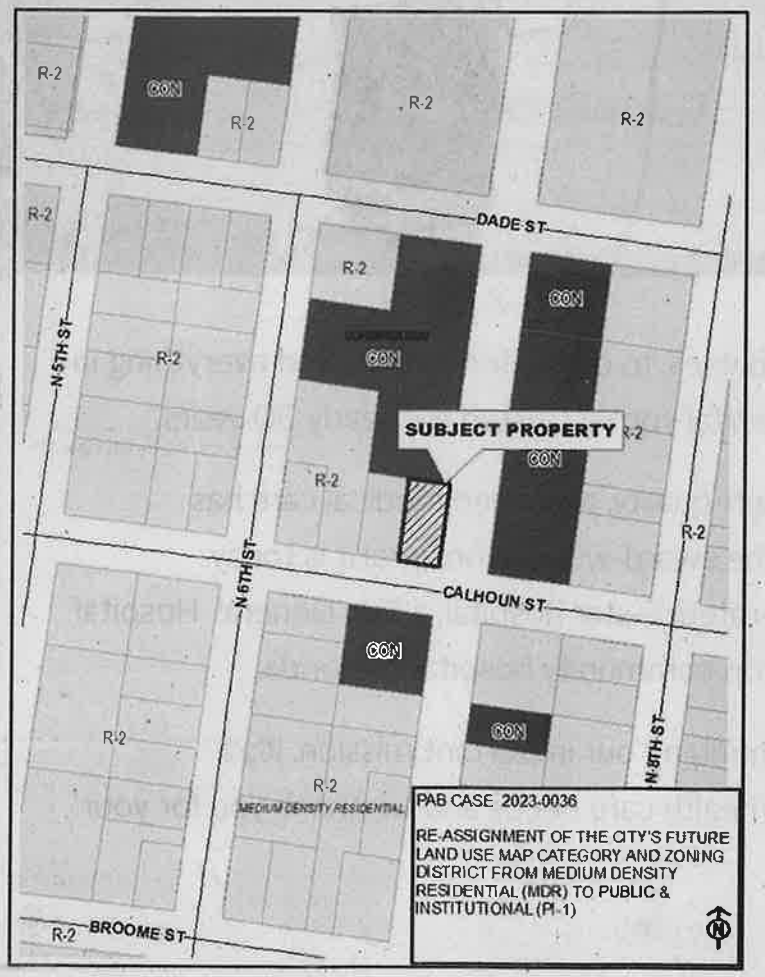
NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

DRAFT

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

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

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

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

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

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

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

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

Member Stevenson and Chair Robas inquired about stormwater management.

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

Public Hearing was opened.

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

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

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

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

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

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-16
Zoning Map Change - 613 Calhoun Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-16 at Second Reading.

SYNOPSIS: This ordinance changes the zoning of this city-owned property from Medium Density Residential (R-2) to Public and Institutional (PI-1).The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change. This item was considered by the Commission at First Reading as a quasi-judicial hearing on April 18, 2023.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-16 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/8/2023

Agnes J. White

Submitted By: Agnes White, Administrative Services Manager Date: April 19, 2023

COMMISSION ACTION: Enact

ORDINANCE 2023-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Public and Institutional (PI-1) Zoning District from Medium Density Residential (R-2) District; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The property identified for this change of the Zoning Map to City of Fernandina Beach Public and Institutional (PI-1) for properties located and identified as by map exhibit attached hereto as Exhibit "A".

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

- From Medium Density Residential (R-2) to Public and Institutional (PI-1).

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

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

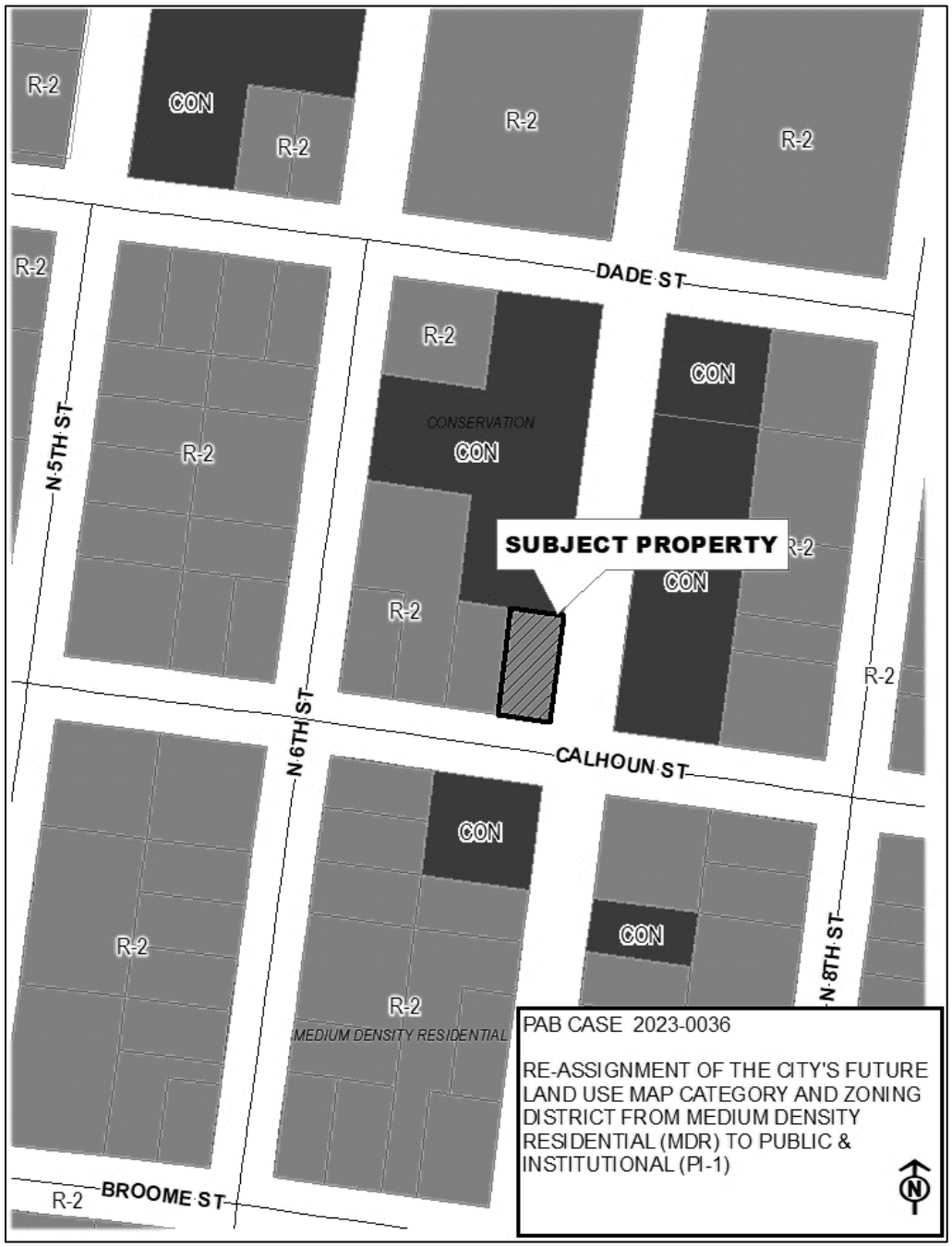


TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

Ordinance 2023-16
Exhibit "A"

PROPERTY LOCATED AT 613 CALHOUN STREET; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) AND ZONING DISTRICT OF PUBLIC AND INSTITUTIONAL (PI-1)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/10/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [ ] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

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Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

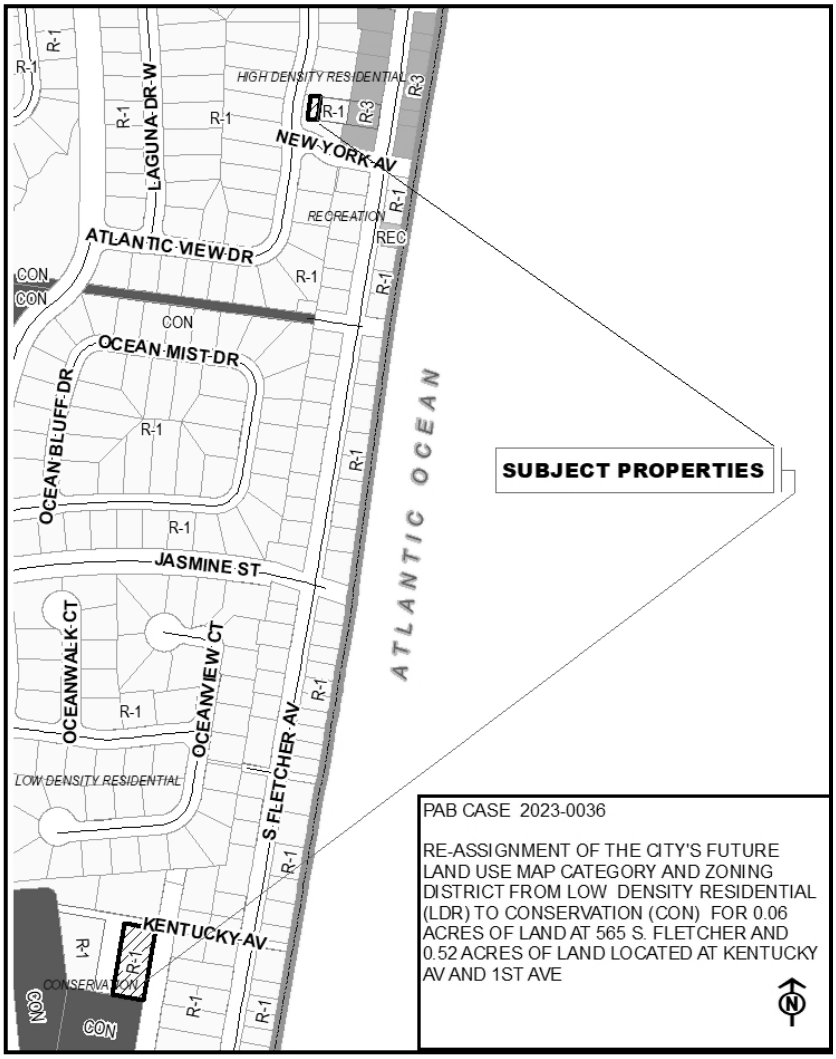
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



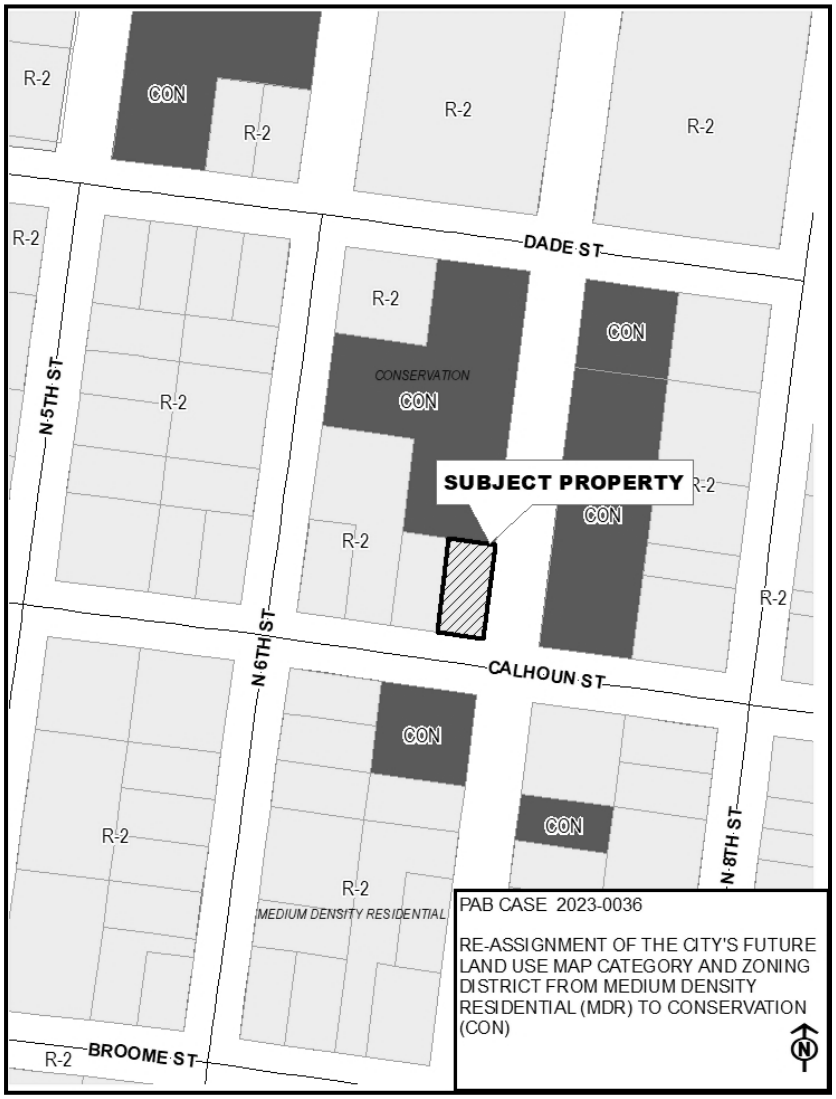
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

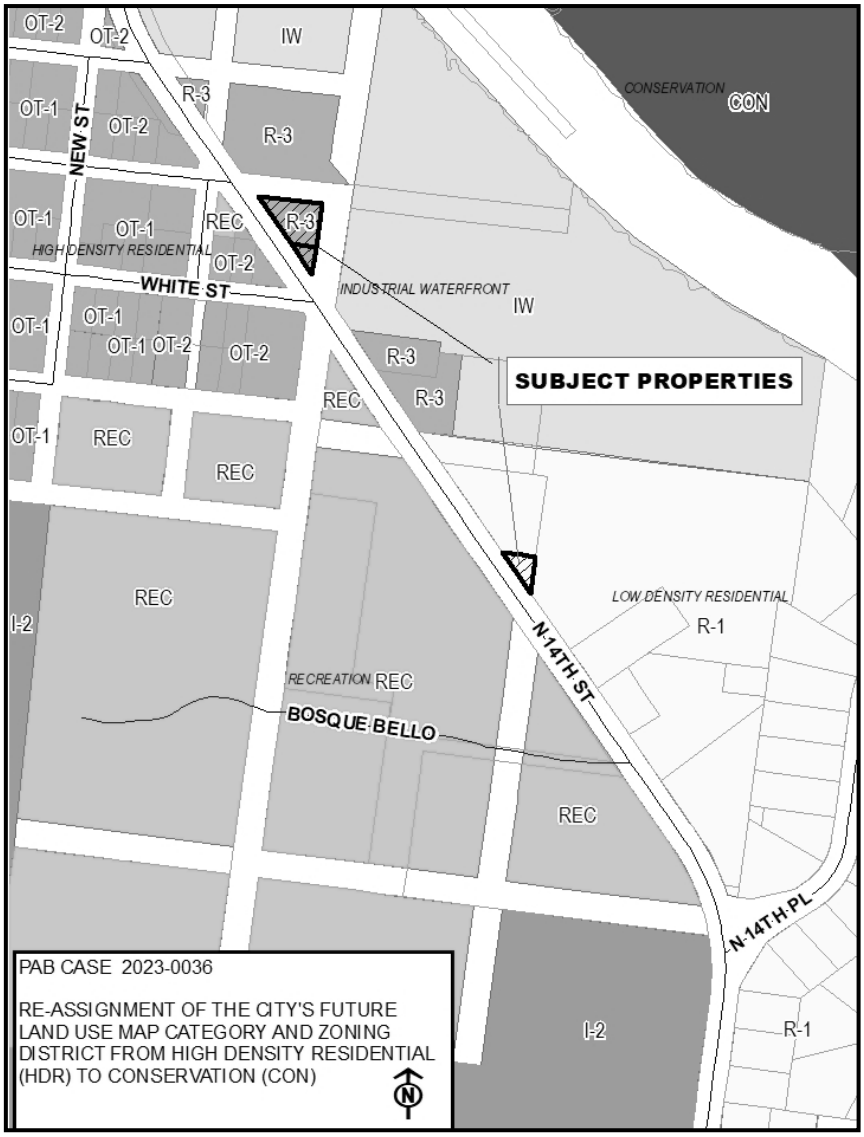


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

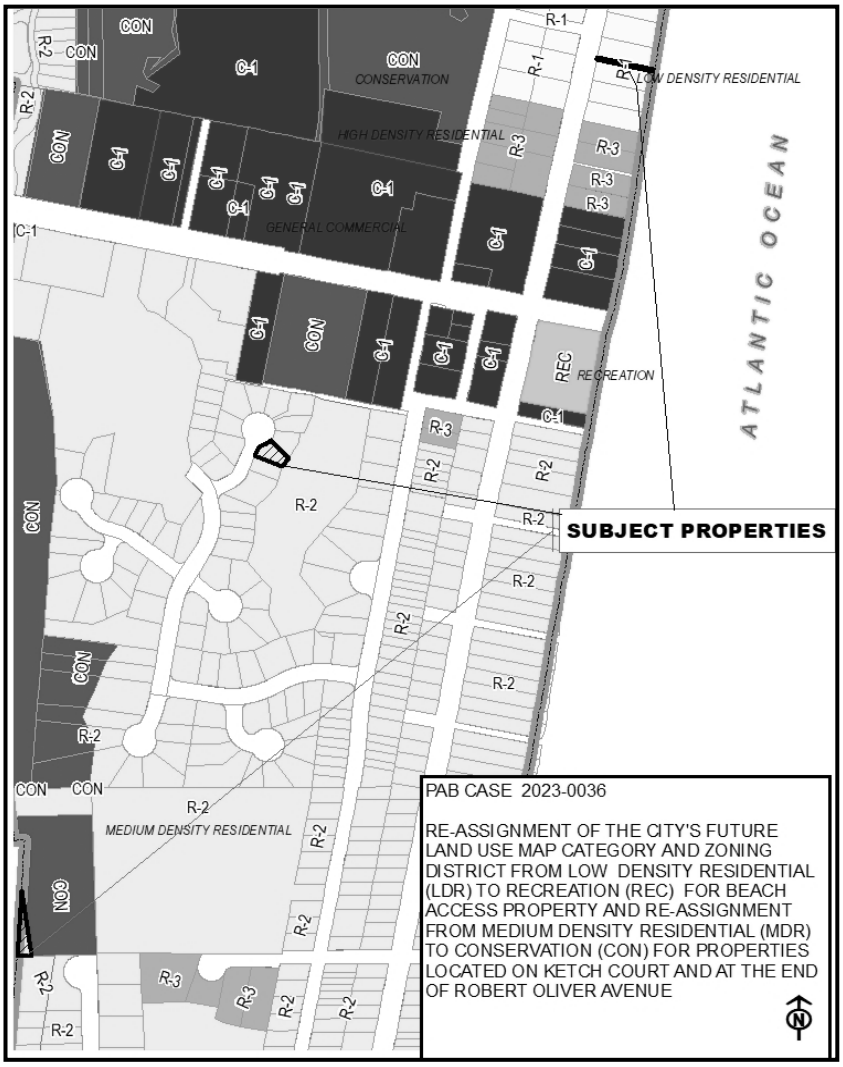
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

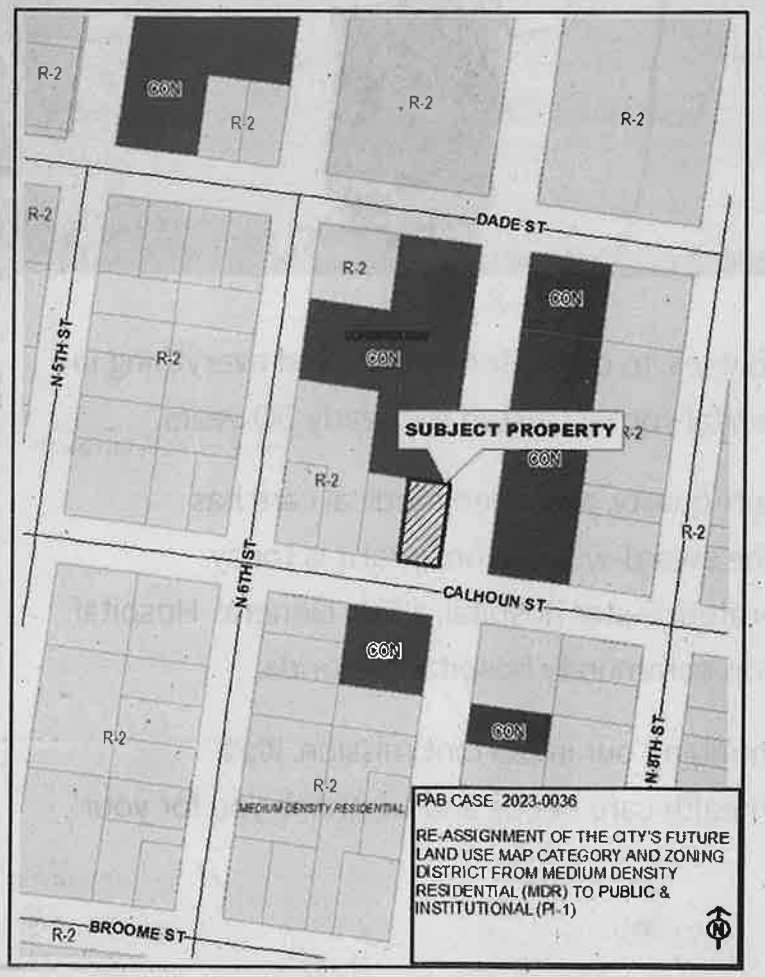
NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-16

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF PUBLIC AND INSTITUTIONAL (PI-1) FOR 0.11 ACRES OF LAND LOCATED AT 613 CALHOUN STREET; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

DRAFT

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

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

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

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

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

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

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

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

Member Stevenson and Chair Robas inquired about stormwater management.

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

Public Hearing was opened.

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

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

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

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

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

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-17
Future Land Use Map Assignment - Properties Located on N. 14th Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-17 at Second Reading.

SYNOPSIS: This ordinance changes the Future Land Use category from High Density Residential (HDR) to Conservation (CON) for City-owned property located on N. 14th Street. The Planning Advisory Board held a public hearing on March 8, 2023 and recommended approval of this change. The City Commission approved this ordinance at First Reading at its April 18, 2023, Regular Meeting.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-17 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/5/2023

Agnes J. White

Date: April 19, 2023

Submitted By: Agnes White, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR PROPERTY LOCATED ON NORTH 14TH STREET, TOTALING APPROXIMATELY 0.16 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHERAS, The City of Fernandina Beach requested assignment of the Conservation (CON) from High Density Residential (HDR) Future Land Use Map; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, Notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the future land use map changes. The properties identified for this change of the Future Land Use Map to Conservation (CON) for properties located and identified by map exhibit attached hereto as Exhibit "A".

SECTION 2. FUTURE LAND USE MAP CHANGE. For the properties in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From High Density Residential (R-3) to Conservation (CON).

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

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

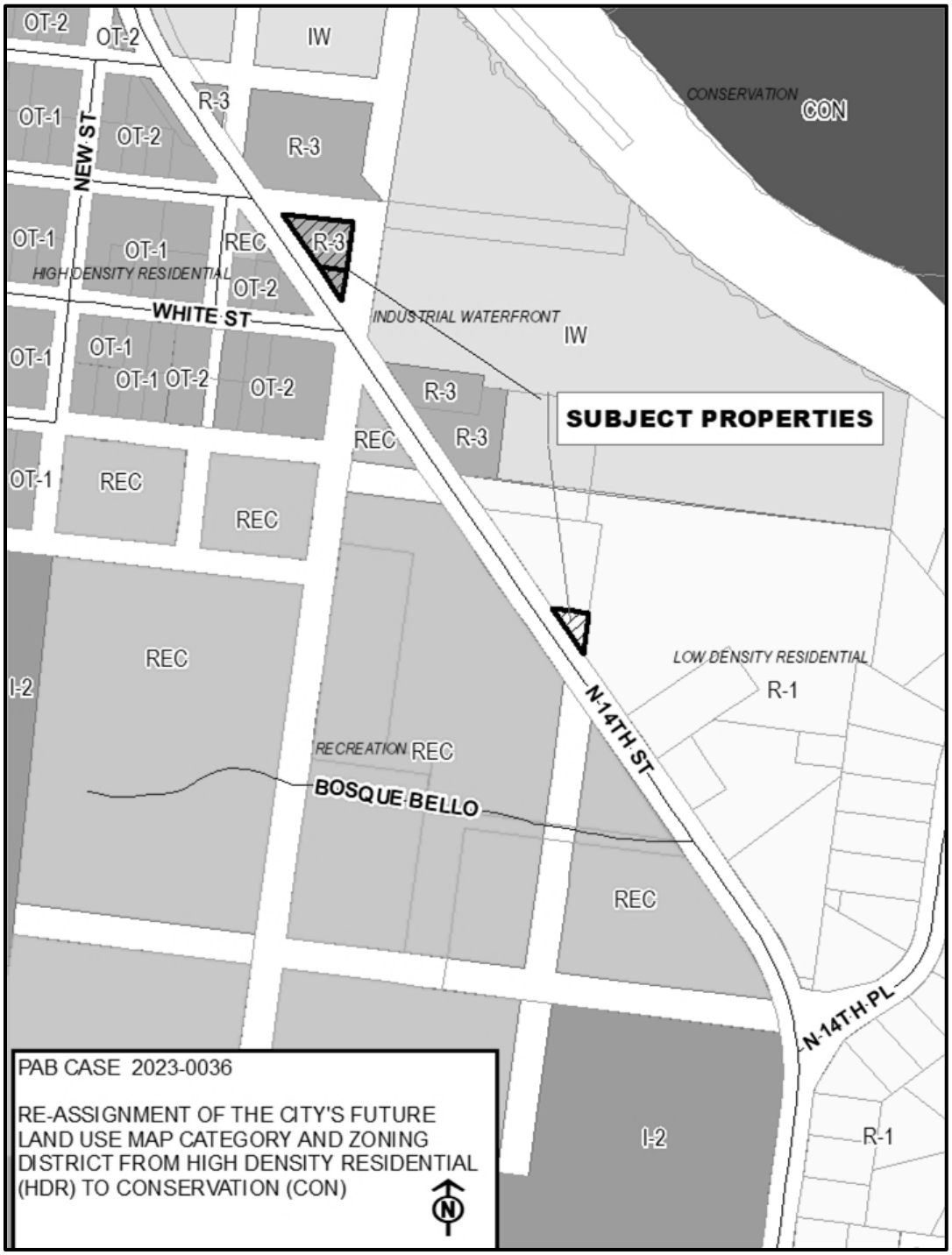


_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

PROPERTIES LOCATED ON NORTH 14TH STREET, TOTALING 0.16 ACRES OF LAND; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/10/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [ ] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

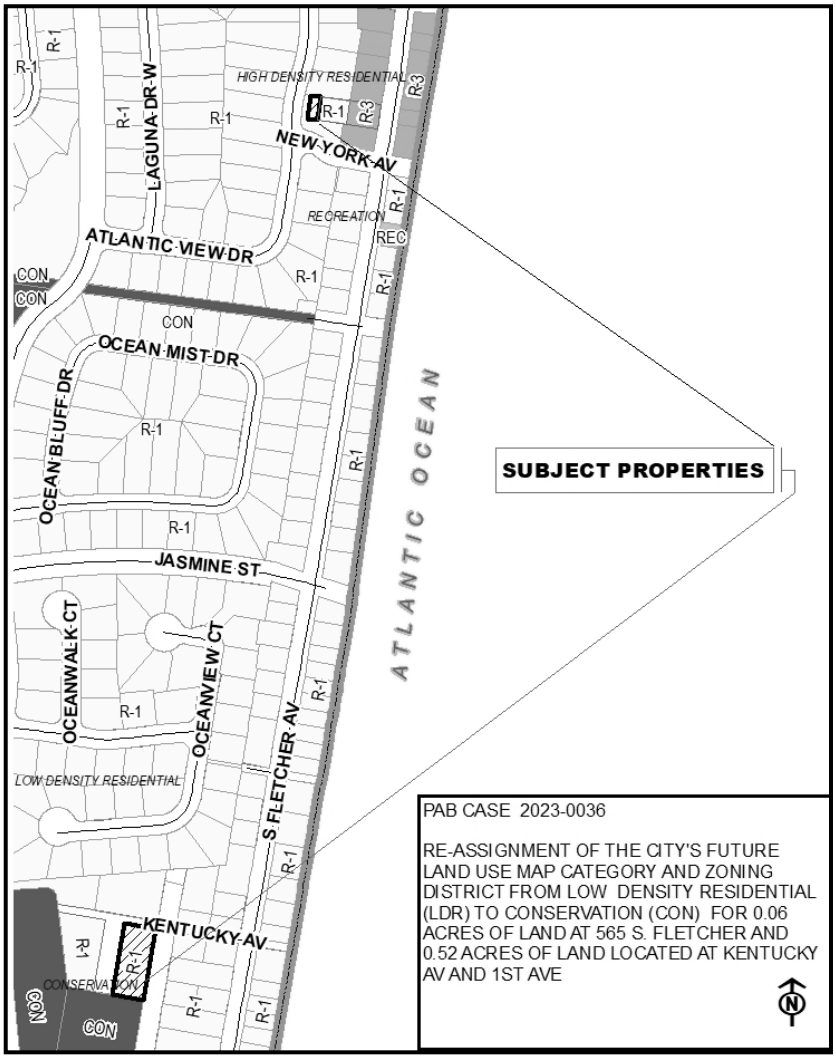
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



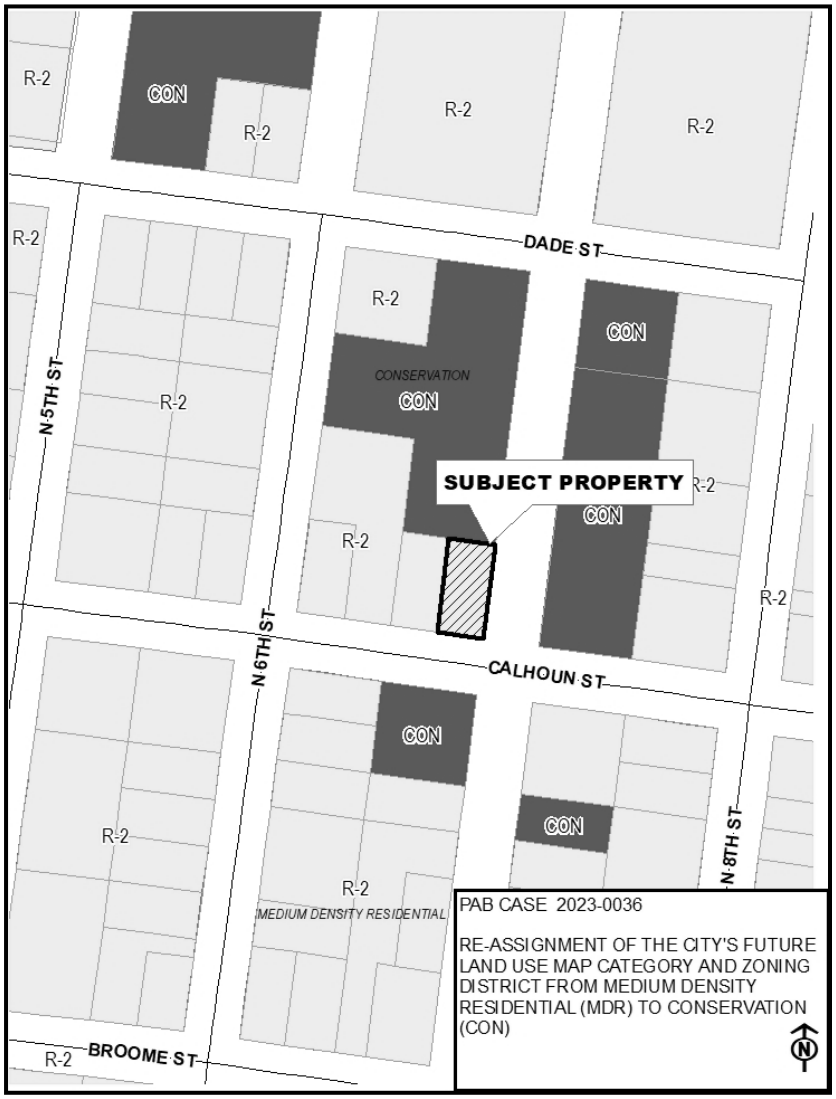
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

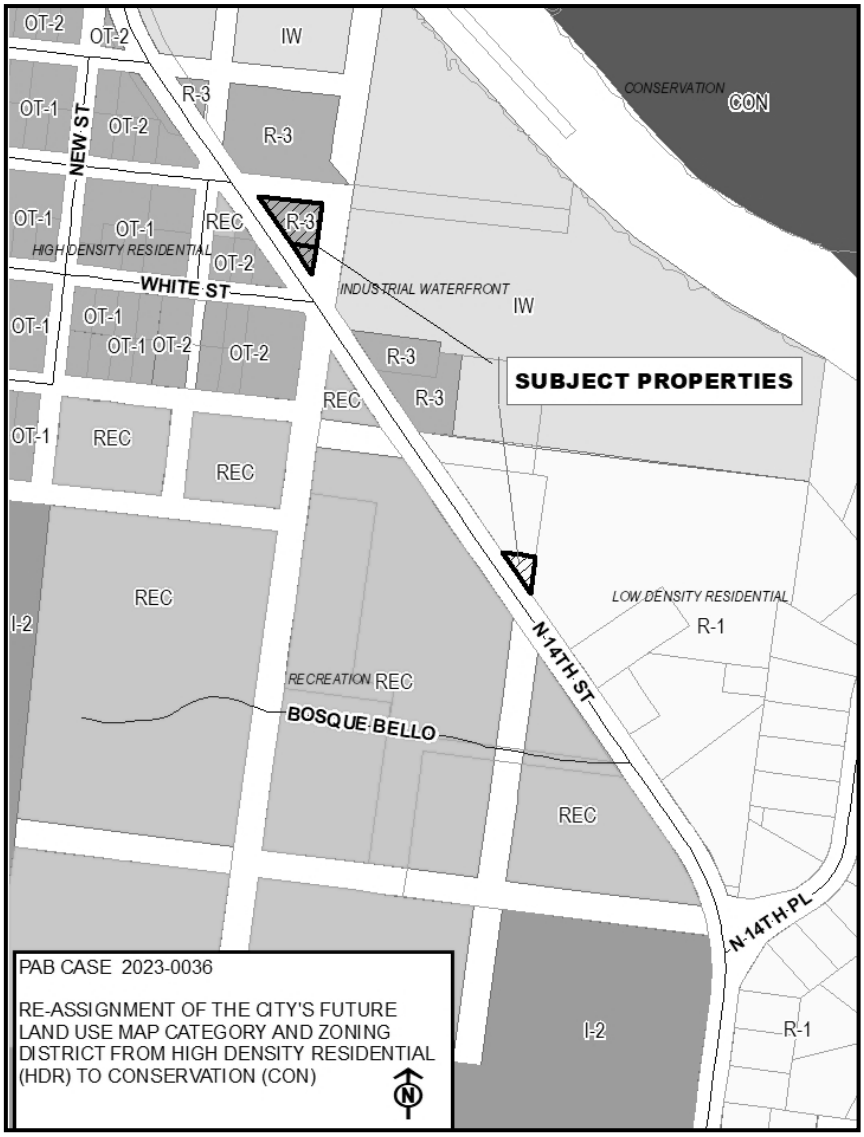


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

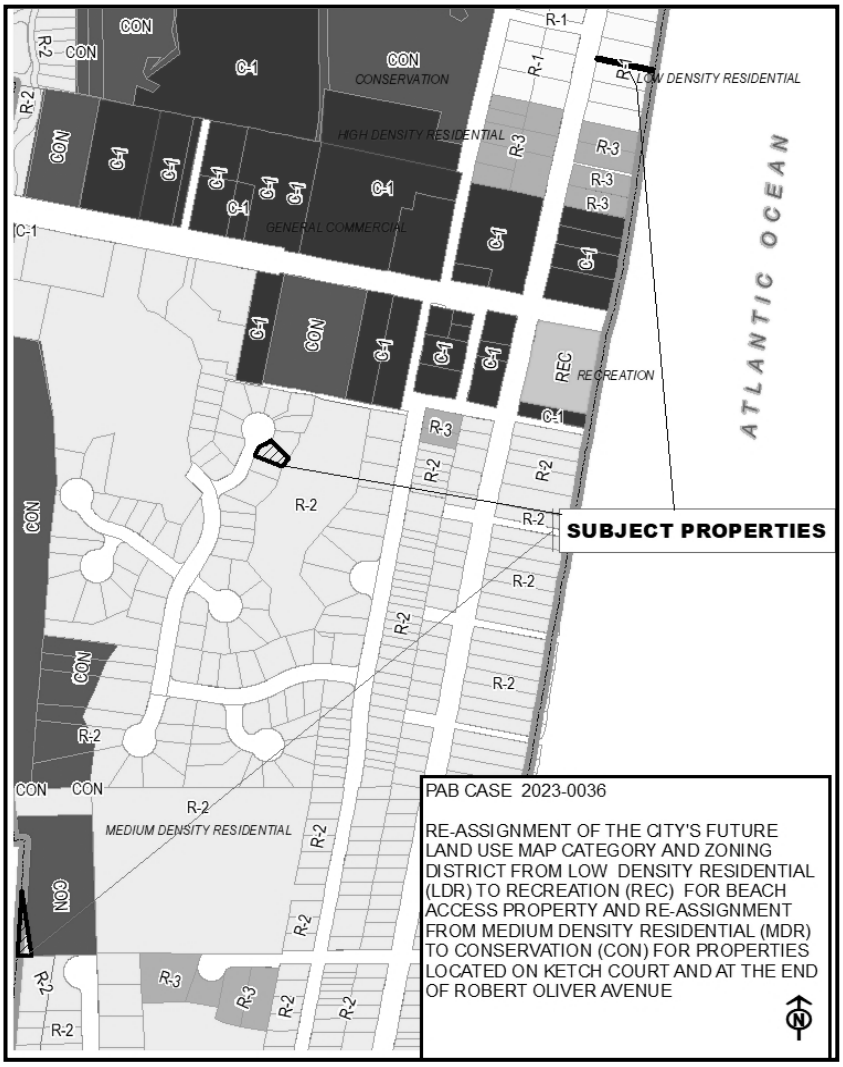
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR PROPERTY LOCATED ON NORTH 14TH STREET, TOTALING APPROXIMATELY 0.16 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTY LOCATED ON NORTH 14TH STREET, TOTALING APPROXIMATELY 0.16 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

DRAFT

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

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

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

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

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

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

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

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

Member Stevenson and Chair Robas inquired about stormwater management.

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

Public Hearing was opened.

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

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

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

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

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

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-18
Zoning Map Change - Properties located on N. 14th Street

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-18 at Second Reading.

SYNOPSIS: This ordinance changes the zoning map category from High Density Residential (R-3) to Conservation (CON) for City-owned property located on N. 14th Street. This item was considered at First Reading as a quasi-judicial hearing on April 18, 2023.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-18 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/8/2023

Agnes J. White

Submitted By: Agnes White, Administrative Services Manager Date: April 19, 2023

COMMISSION ACTION: Enact

ORDINANCE 2023-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTY LOCATED ON NORTH 14TH STREET, TOTALING APPROXIMATELY 0.16 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach has requested assignment of the City's Conservation (CON) Zoning District from High Density Residential (R-3) District; and

WHEREAS, Planning Staff and the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, has reviewed, and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Zoning Map to City of Fernandina Beach Conservation (CON) for properties located and identified as North 14th Street and by map exhibit attached hereto as Exhibit A.

SECTION 2. ZONING MAP CHANGE. For the properties in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit A:

- From High Density Residential (R-3) to Conservation (CON).

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

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

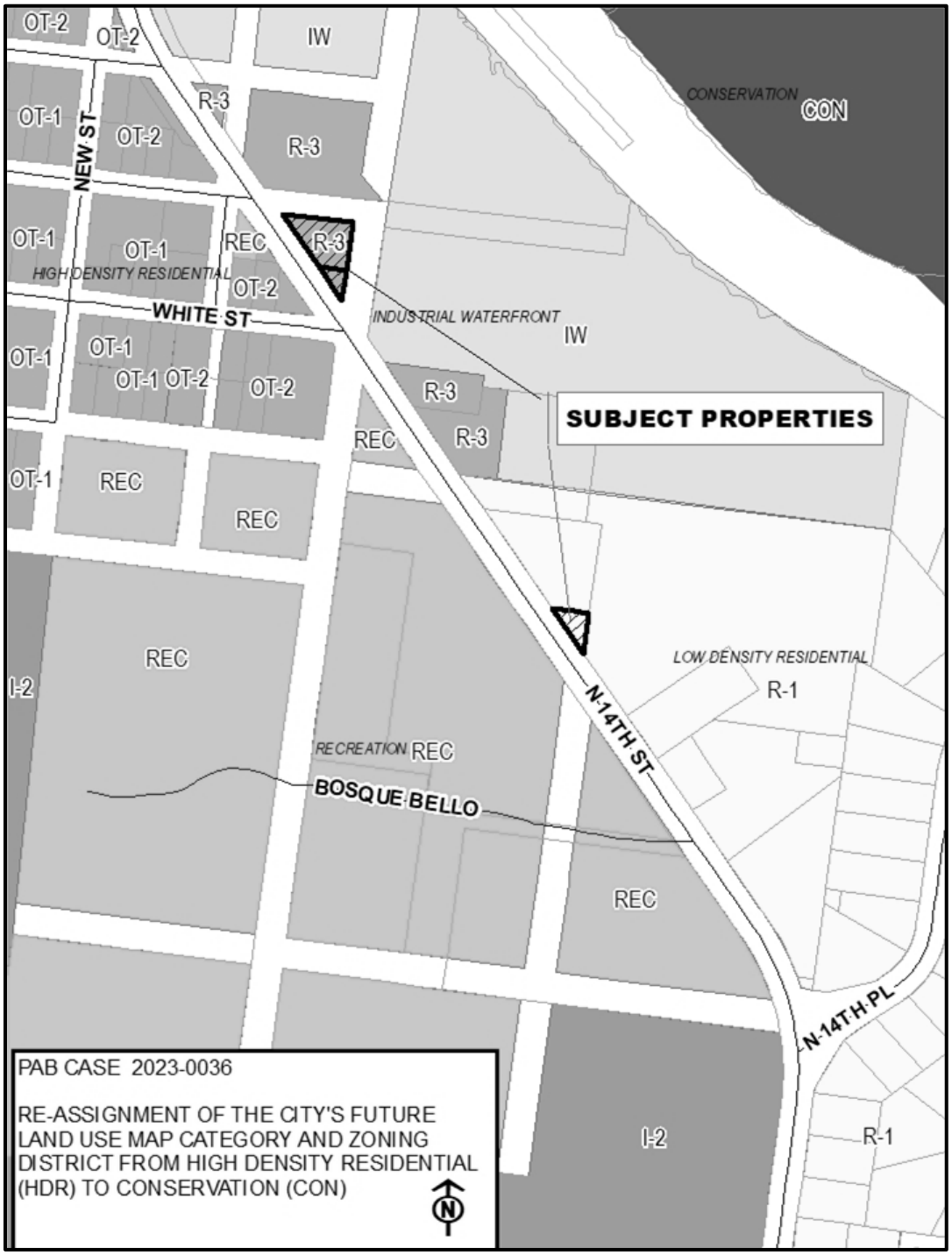
APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

PROPERTIES LOCATED ON NORTH 14TH STREET, TOTALING 0.16 ACRES OF LAND; ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON)



Print

Planning Advisory Board (PAB) - Submission #10828

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [ ] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/10/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

various

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

9 parcels

Lot*

1

Block*

1

Subdivision*

1

Zoning District*

CONSERVATION

Future Land Use Designation*

Conservation

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [ ] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [ ] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Dale

Last Name*

Martin

Company (if applicable)

City of Fernandina Beach

Mailing Address*

204 Ash Street

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

Kelly

Last Name

Gibson

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

Zoning Map Amendement

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

Zoning Map Amendments on 9 parcels

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023 Conservation FLUM and Zoning Changes.xlsx

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION FOR FUTURE LAND USE MAP + ZONING AMENDMENTS

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website and at the Department of Planning and Conservation. ***

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	18-3N-29-0000-0005-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	565 S. Fletcher Avenue				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant				
PROPERTY SIZE:	0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	(Not in SFHA): X 0.2 PCT Annual Flood Hazard	n/a	8.5'	Fripp Fine Sand	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	SF Home	1997	R-1	LDR
	South	Vacant	n/a	R-1	LDR
	East	Vacant	n/a	R-2/R-3	MDR/HDR
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands);				

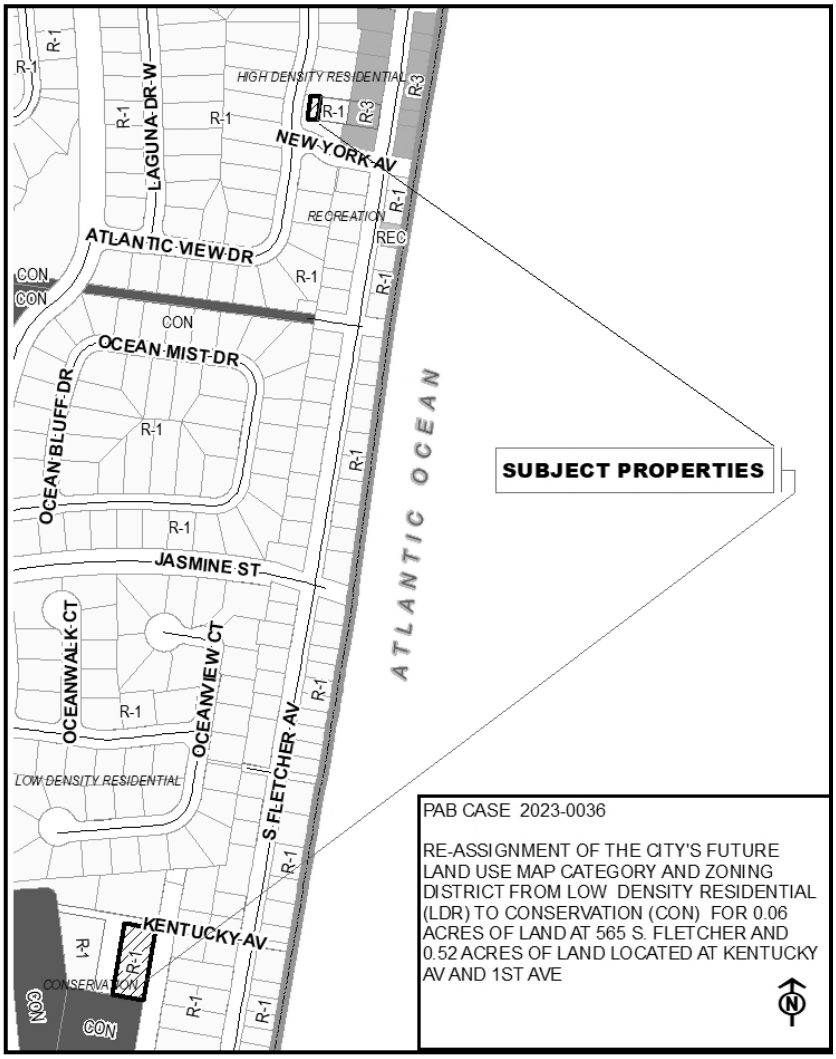
	6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1540-0018-0030, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Kentucky Ave and 1st Ave				
CURRENT LAND USE + ZONING:	Low Density Residential + R-1				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.52 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	1’	Maurepas Muck	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1997	R-1	LDR
	South	Vacant	n/a	CON	CON
	East	Residential	Varies	R-1	LDR
	West	Single Family Home	2016	R-1	LDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: 565 S. Fletcher and Kentucky Ave and 1st Ave



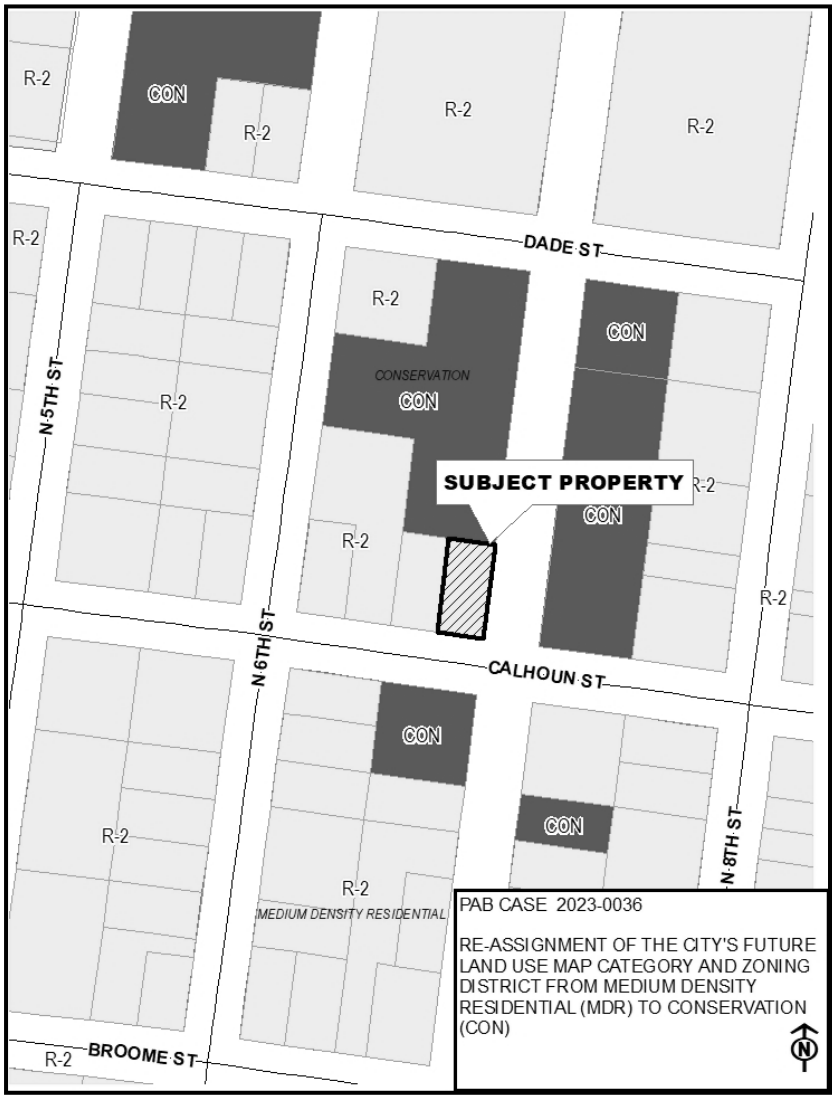
STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1800-0062-0081, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Calhoun Street				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.11 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	n/a	7'	Kershaw Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Vacant	n/a	CON	CON
	East	Vacant	n/a	CON	CON
	West	Single Family Home	2002	R-2	MDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND DEVELOPMENT CODE	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection);				

SECTIONS:	11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: Calhoun Street

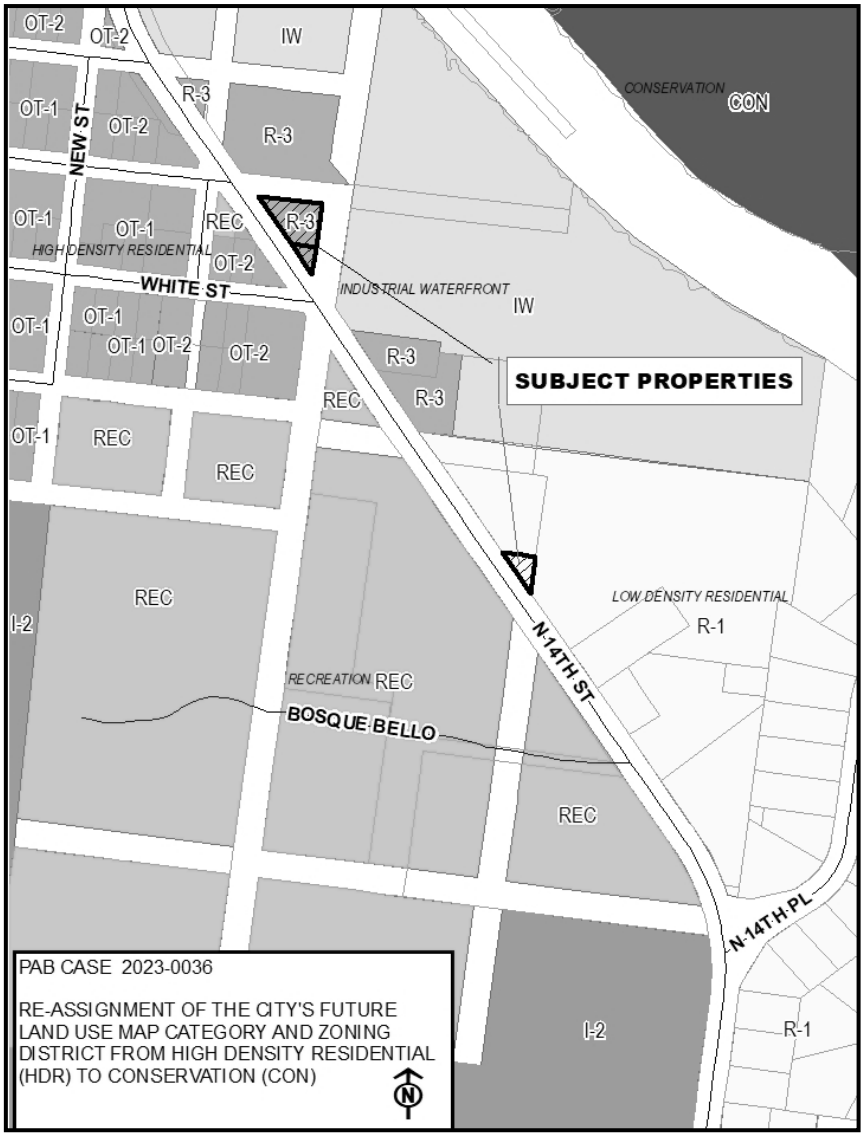


APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1580-0022-0070, TIITF/ State of Florida 00-00-31-1580-0022-0011, City of Fernandina Beach 00-00-31-1800-0224-0070, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	North 14th Street				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.2 Acres 0.04 Acres 0.06 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6'	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home and Store/Office	1983 & 1983	R-3/IW	HDR/IWF
	South	Vacant	n/a	R-3	HDR
	East	Marina	Varies	R-3/IW/R-1	HDR/IWF/LDR
	West	Vacant	n/a	OT-2	HDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks);				

	6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

Map Exhibit: North 14th Street Parcels



STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1460-0034-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	South Fletcher Ave; Beach Access Parcel				
CURRENT LAND USE + ZONING:	High Density Residential + R-3				
PROPOSED LAND USE + ZONING:	Recreation (REC) & Recreation (REC)				
EXISTING USES ON SITE:	Beach Access				
PROPERTY SIZE:	0.2 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	VE	n/a	18'	Newhan-Corolla Fine Sands	Yes
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Single Family Home	1965	R-1	LDR
	South	Single Family Home	2021	R-1	LDR
	East	Atlantic Ocean	n/a	n/a	n/a
	West	Vacant	n/a	R-1	LDR
APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan				
APPLICABLE LAND	2.00.03 (Establishment of district boundary); 2.01.21 (REC zoning district);				

DEVELOPMENT CODE SECTIONS:	4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference:* www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

PARCEL ID # AND PROPERTY OWNER:	00-00-31-1651-0116-0000, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	Ketch Court				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) and Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.14 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	X 0.2 PCT Annual Flood Hazard/AE	n/a	6’	Fripp Fine Sand	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	R-2	MDR
	South	Single Family House	1993	R-2	MDR
	East	Amelia Landings Common Area	n/a	R-2	MDR
	West	Single Family House	1991	R-2	MDR
APPLICABLE	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering);				

COMPREHENSIVE PLAN POLICIES:	1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

APPLICATION & SURROUNDING AREA INFORMATION:

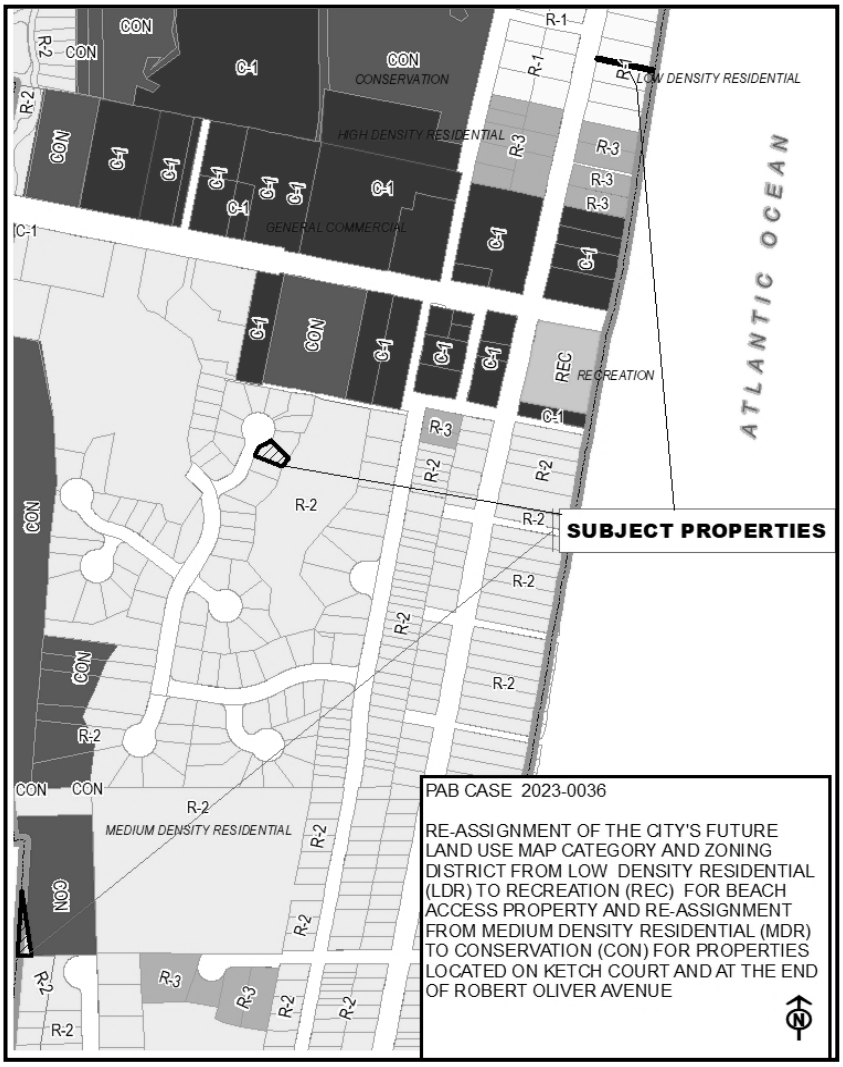
PARCEL ID # AND PROPERTY OWNER:	02-2N-28-0000-0001-0010, City of Fernandina Beach				
APPLICANT/AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Future Land Use Map Amendment and Zoning Map Change				
LOCATION AND DESCRIPTION OF SITE:	End of Robert Oliver Ave				
CURRENT LAND USE + ZONING:	Medium Density Residential + R-2				
PROPOSED LAND USE + ZONING:	Conservation (CON) & Conservation (CON)				
EXISTING USES ON SITE:	Vacant Government				
PROPERTY SIZE:	0.25 Acres				
ENVIRONMENTAL CHARACTERISTICS:	**Flood zone**	**Potential Wetlands**	**Avg. Topography**	**Soil Type**	**Coastal Upland Protection Zone**
	AE	Yes	18’	Maurepas Muck	No
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
	North	Vacant	n/a	CON	CON
	South	Single Family Home	1999	R-2	MDR
	East	Vacant	n/a	CON	CON

West	Vacant	n/a	Nassau County Residential Single Family 2	Nassau County Medium Density	

APPLICABLE COMPREHENSIVE PLAN POLICIES:	1.02.04 (FLUM amendments); 1.02.09 (smooth land use transition and buffering); 1.07.15 (conservation land use category); Objective 5.11 (Tree Preservation and Urban Forestry) specifically policy 5.11.09; 5.14.09 (LDC Standards for development of environmentally sensitive and conservation lands); 6.02.06 (level of service for parks); 6.02.07 (level of service for neighborhood parks) 10.06.01 (level of service for public schools) *Reference*: www.fbfl.us/Compplan
APPLICABLE LAND DEVELOPMENT CODE SECTIONS:	2.00.03 (Establishment of district boundary); 2.01.20 (CON zoning district); 4.05.00 (Landscaping, Buffers, and Tree Protection); 11.01.07 (Zoning Map Amendments); and 11.03.03 (Procedures for Action of the Planning Advisory Board) *Reference*: www.fbfl.us/LDC

STAFF REPORT
PAB 2023-0036
Planning Advisory Board Hearing
March 8, 2023

Map Exhibit: S. Fletcher Ave, Beach Access Property and Ketch Court and Property at the end of Robert Oliver Ave



STAFF RECOMMENDATION:

Staff finds the requested amendments to be sufficiently compliant with the Comprehensive Plan, Land Development Code, and established City Commission Goal to increase conservation land use and zoning acreage. Staff recommends approval of the request.

Daphne Forehand
Planner I

May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP OF CONSERVATION (CON) FOR PROPERTY LOCATED ON NORTH 14TH STREET, TOTALING APPROXIMATELY 0.16 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-18

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF CONSERVATION (CON) FOR PROPERTY LOCATED ON NORTH 14TH STREET, TOTALING APPROXIMATELY 0.16 ACRES OF LAND; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

DRAFT

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

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

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

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

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

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

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

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

Member Stevenson and Chair Robas inquired about stormwater management.

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

Public Hearing was opened.

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

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

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

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

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

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-19
Voluntary Annexation - 2852 Bailey Road

ITEM TYPE: Ordinance (w/ fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-19 at Second Reading.

SYNOPSIS: The City of Fernandina Beach requests voluntary annexation, assignment of City Future Land Use Map (FLUM) Category of Low Density Residential and corresponding Zoning District of R-1. Resolution 2023-17 approved the extension of water and sewer services for 2852 Bailey Road. This property is contiguous to the municipal boundary along the southern side of the parcel. The Planning Advisory Board held a public hearing on March 8, 2023 and issued a recommendation of approval for designation of Low Density Residential FLUM and R-1 zoning. The City Commission considered this ordinance at First Reading as a quasi-judicial hearing at its April 18, 2023, Regular Meeting.

FISCAL IMPACT: Tax revenue generated.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-19 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/2/2023
Pauline Testagrose, Comptroller	5/2/2023
Charles George, Interim City Manager	5/3/2023
Tammi E. Bach, City Attorney	5/8/2023

Agnes J. White

Date: April 19, 2023

Submitted By: Agnes White, Administrative Services Manager

COMMISSION ACTION: Enact

ORDINANCE 2023-19

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17; and

WHEREAS, this parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation; and

WHEREAS, the Planning Advisory Board reviewed the request for voluntary annexation application numbered PAB 2023-0035 at its March 8, 2023, meeting and recommended approval of the annexation; and

WHEREAS, notice of public hearing on such application was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2022; and

WHEREAS, City staff has reviewed the petition for voluntary annexation and has found that the petition bears the signatures of all the owners of the subject property or their authorized agent at such time that the petition was signed, the parcel is contiguous to the City boundary, is reasonably compact, does not create an enclave, will be used for urban services, and the City will be able to deliver urban services such as water, sewer, garbage, police and fire without decreasing the level of service currently provided to City residents; and

WHEREAS, the City Attorney has rendered a legal opinion that upon review, the annexation petition meets the requirements of Chapter 171 Florida Statutes; and

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

a. That the Commission is empowered under Chapter 171, Florida Statutes to approve a request for voluntary annexation.

b. That the proposed annexation meets the requirements for voluntary annexation as required by Chapter 171.044 F.S., is contiguous to the municipal boundary, is reasonably compact, and does not create an enclave.

c. That the petitioner agrees to file for a Future Land Use Map (FLUM) amendment and a change in zoning district designation within six months of the date the City Commission approves the annexation.

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

SECTION 1. The following parcel of real property totaling approximately 0.39 acres of land located at 2852 Bailey Road contiguous to the City limits and by map provided in Exhibit A are hereby annexed into the corporate limits of the City of Fernandina Beach, to wit.

SECTION 2. It is hereby deemed to be in the best interest of the City of Fernandina Beach that the described land, described above be annexed into and become a part of the City of Fernandina Beach. That upon adoption of this Ordinance, the boundary lines for the corporate limits of the City of Fernandina Beach shall be redefined so as to include the real property described above.

SECTION 3. This Ordinance shall be published in the Fernandina Beach News Leader once each week for two consecutive weeks, and that proof of publication of this Ordinance shall be filed herein prior to the final reading of this Ordinance.

SECTION 4. Upon publication of this Ordinance, the City Clerk is hereby instructed to provide a copy of the notice via certified mail to the Nassau County Board of County Commissioners.

SECTION 5. Upon the filing of the Proof of Publication and final adoption of this Ordinance, a copy of the same shall be filed with the Clerk of the Circuit Court of Nassau County, Florida, and a copy shall be forwarded to the Department of State, Tallahassee, Florida.

SECTION 6. SEVERABILITY: If any provision or portion of the Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of the Ordinance shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its final adoption.

ADOPTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____
BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

_____
CAROLINE BEST
City Clerk

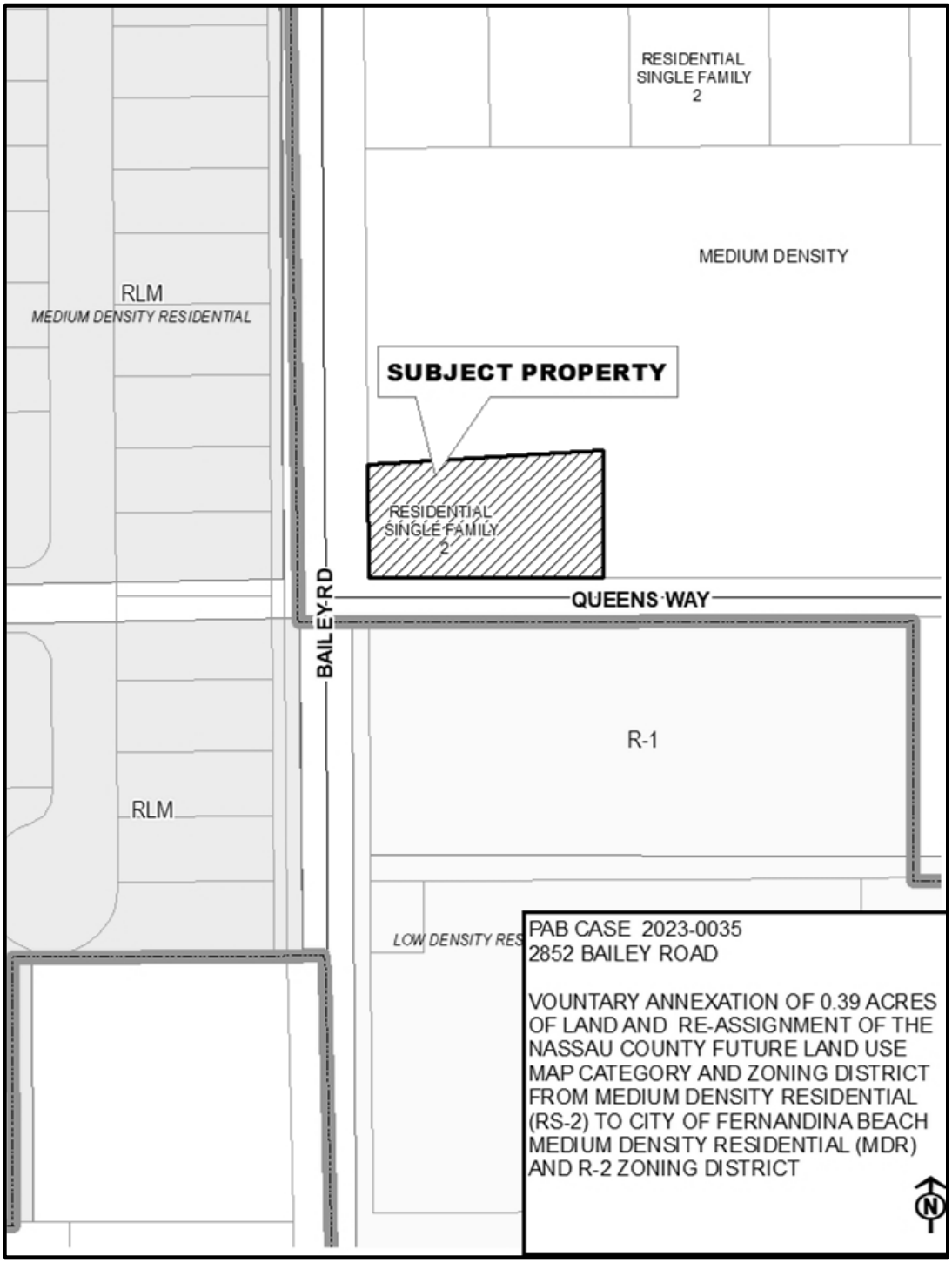
APPROVED AS TO FORM AND LEGALITY:



_____
TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

PROPERTY LOCATED AT 2852 BAILEY ROAD TOTALING 0.39 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



Print

Planning Advisory Board (PAB) - Submission #10825

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [x] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/7/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

2852 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044B-0078-0010

Lot*

78

Block*

78 S-1

Subdivision*

bailey road

Zoning District*

R-2 w/PUD

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [x] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Katherine

Last Name*

Maley

Company (if applicable)

Mailing Address*

2852 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

City of Fernandina Beach

Last Name

Dale Martin

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

RESO 2023-17

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

Zoning Map and Future Land Use Map Amendments and Voluntary Annexation

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023-17 Voluntary Annexation Agreement Katherine Maley 2852 Bailey Road.pdf

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0035 (AX, LU, CZ)
Planning Advisory Board Hearing
March 8, 2023

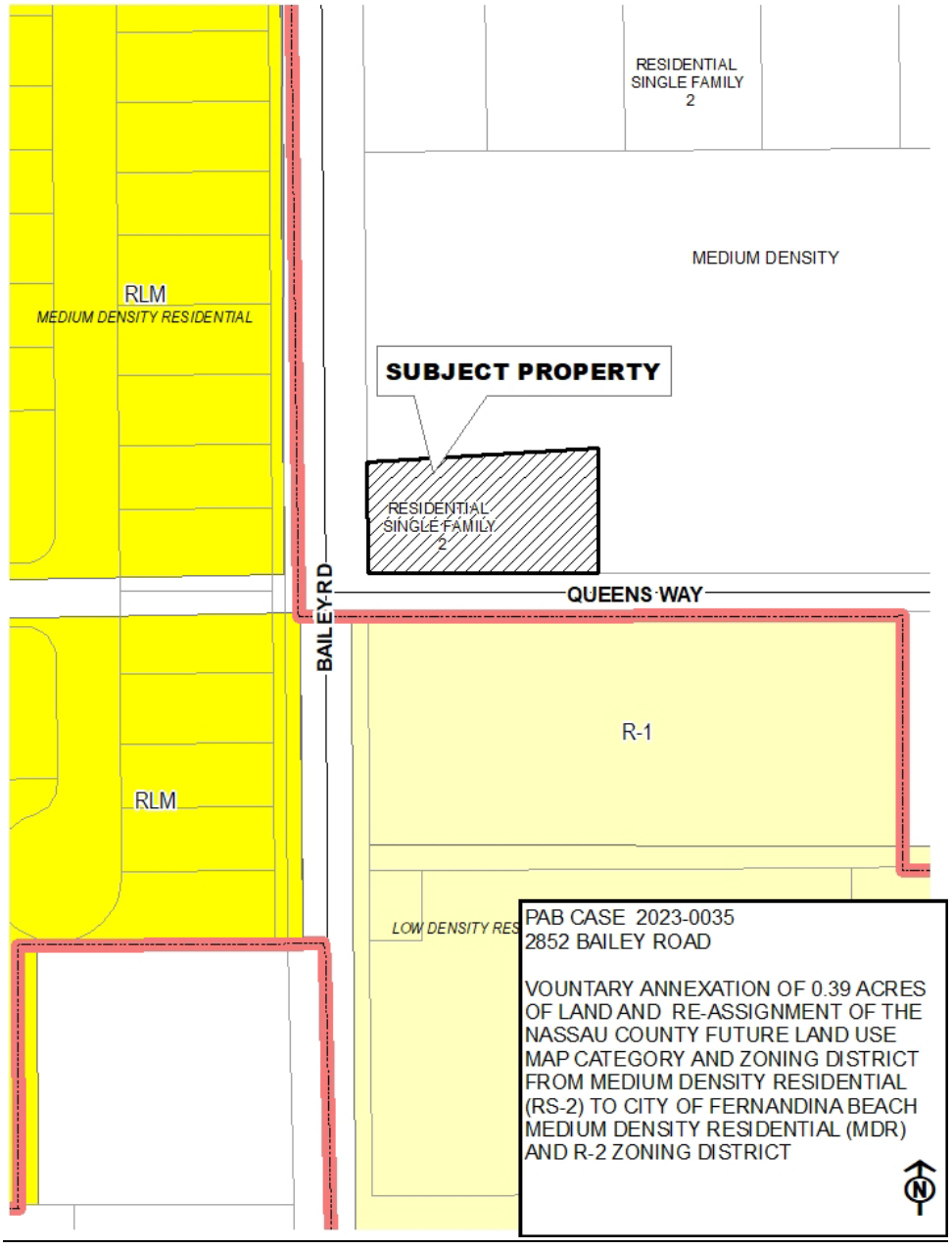
Daphne Forehand
Planner I

APPLICATION FOR VOLUNTARY ANNEXATION, LAND USE AND ZONING 2852 BAILEY ROAD

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Katherine Maley				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Medium Density Residential (MDR) and Medium Density Residential (R-2) Zoning District				
LOCATION:	2852 Bailey Road				
CURRENT ZONING:	Nassau County Residential Single Family 2				
CURRENT LAND USE:	Medium Density				
EXISTING USES ON SITE:	Single Family Home				
PROPERTY SIZE	Approximately 0.39 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
NASSAU COUNTY	North	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	South	Church	Appx. 1997	R-1	Low Density Residential
NASSAU COUNTY	East	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	West	Dunes of Amelia	Varies	RLM	Medium Density Residential

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests voluntary annexation, assignment of City Future Land Use Map Category of Medium Density Residential and corresponding Zoning District of R-2. *Resolution 2023-17* approved the extension of water and sewer services for 2852 Bailey Road. This property is contiguous to the municipal boundary along the southern side of the parcel. The requested FLUM and zoning categories are consistent with the properties' existing Nassau County land use and zoning assignments.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The area is a logical extension of urban development, and any development or redevelopment is capable of achieving full compliance with the City's Land Development Code and Comprehensive Plan. The City is able to serve this property and meet or exceed all levels of service required by Comprehensive Plan policies referenced herein.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 2.01.12	√
LDC11.01.07	√

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the **Medium Density Residential (MDR) FLUM** category, and **Medium Density Residential (R-2) Zoning District**. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for April 18th, 2023.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2023-0035 to the City Commission requesting that a Voluntary Annexation, Assignment of the Medium Density Residential (MDR) land use category, and Medium Density Residential (R-2) zoning district for property located at 2852 Bailey Road be **(approved or denied)** and that PAB case 2023-0035, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted,

Daphne Forehand
Planner I

CITY OF FERNANDINA BEACH **Caroline Best**
Office of the City Clerk cbest@fbfl.org

April 24, 2023

Board of Nassau County Commission
96135 Nassau Place, Suite #1
Yulee, FL 32097

United States Postal Service Certified Mail: 7020 2450 0002 0266 3162

RE: NOTICE OF ANNEXATION OF APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS

Honorable Commissioners:

In accordance with FS 171.044, please see the Notice of Public Hearing (attached) scheduled for Tuesday, May 16, 2023, at 6:00pm of an Ordinance of the City Commission of the City of Fernandina Beach annexing approximately 0.39 acres of land as follows:

ORDINANCE 2023-19

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

If you have any questions regarding this annexation, please do not hesitate to let us know.

Sincerely,
City of Fernandina Beach

Kim Elliott-Briley, MMC
Deputy City Clerk
Attachment(s)

cc: Taco Pope, Nassau County Manager
Kelly Gibson, Planning Manager
Tammi Bach, City Attorney
Thad Crowe, Director, Nassau County Department of Planning and Economic Development

NOTICE OF PUBLIC HEARING
CITY COMMISSION
CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-19

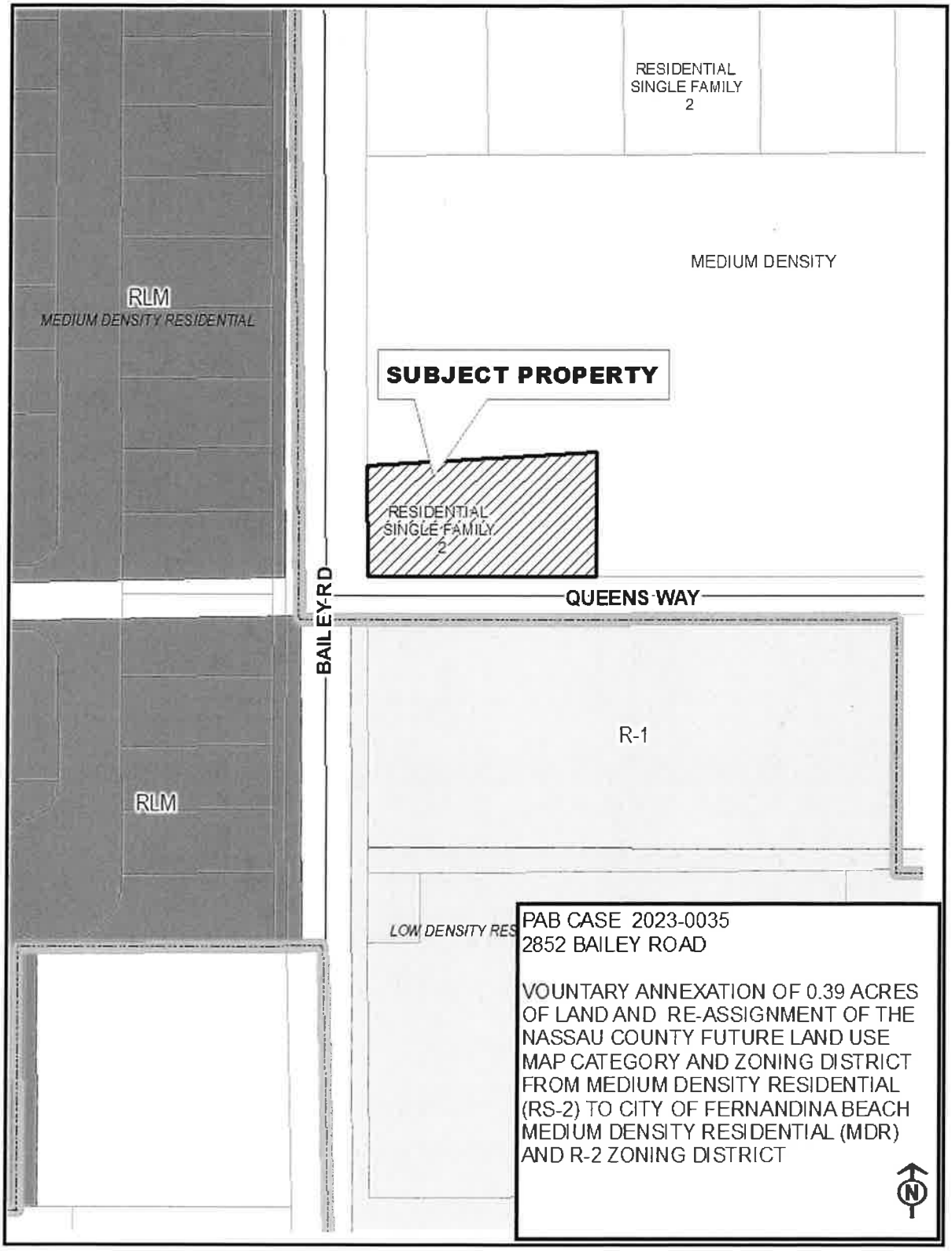
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

Note:

Please run as a <u>DISPLAY</u> in both the April 26th and May 3rd, 2023 editions of the News Leader.

Please send proof of publication to:
City Clerk's Office
City Hall, 204 Ash Street
Fernandina Beach, FL 32034
904-310-3115

Inst. Number: 202345003996 Book: 2618 Page: 1244 Page 1 of 8 Date: 2/9/2023 Time: 1:10 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

RESOLUTION 2023-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE PARCEL CONTAINING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owner, Katherine Maley, completed the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement Application pursuant to Chapter 171.044, Florida Statutes, for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, identified as Parcel No. 00-00-30-044B-0078-0010; and

WHEREAS, staff determined the request is consistent with the City's Municipal Code Sections 82-44 and 82-403, its Comprehensive Plan, and Land Development Code; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to provide water services to the subject property.

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

SECTION 1. The City Commission hereby authorizes the extension of water services to the property owners identified, whose property is located outside the corporate limits of the City at 2852 Bailey Road and identified as Parcel No. 00-00-30-044B-0078-0010, attached hereto as Exhibit A, and approves the Voluntary Annexation Petition, attached hereto as Exhibit B.

SECTION 2. The City Commission hereby authorizes the City Clerk and City Manager to execute said petition on behalf of the City of Fernandina Beach.

SECTION 3. The City Clerk is hereby directed to record the petition in the public records of Nassau County, Florida, as required by Ordinance No. 2001-01.

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

ADOPTED this 7th day of February, 2023.

CITY OF FERNANDINA BEACH

Bradley M. Bean

BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

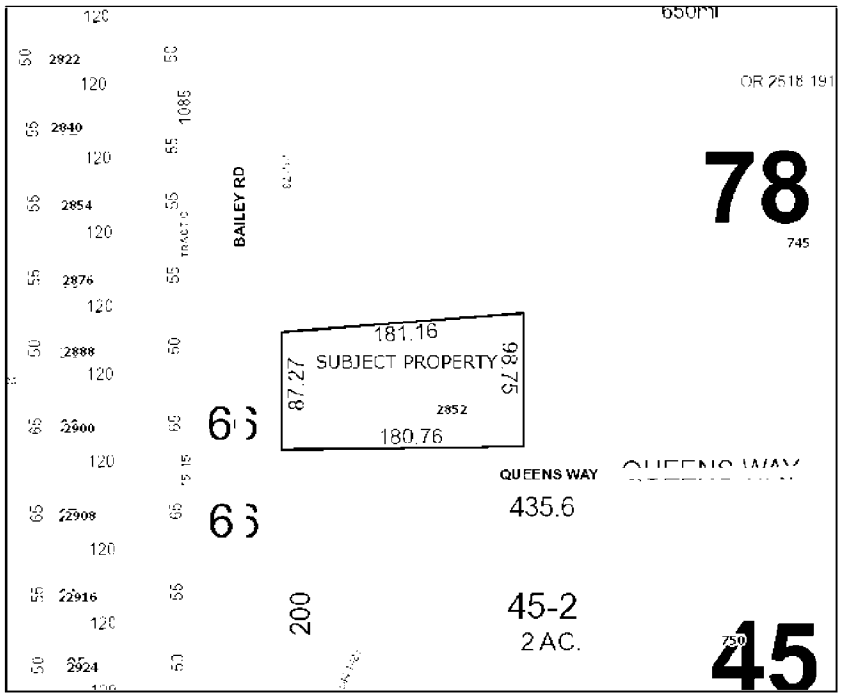
TAMMI E. BACH
City Attorney

Inst. Number: 202345003996 Book: 2618 Page: 1245 Page 2 of 8 Date: 2/9/2023 Time: 1:10 PM
John A. Crawford Clerk of Courts, Nassau County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

Resolution 2023-17
Exhibit "A"

WATER AGREEMENT / VOLUNTARY PETITION FOR ANNEXATION OF PARCEL ID NUMBER: 00-00-30-044B-0078-0010 LOCATED AT 2852 BAILEY ROAD TOTALING APPROXIMATELY 0.39 ACRES OF LAND

2852 BAILEY ROAD





Resolution 2023- 17
Exhibit "B"

CITY OF FERNANDINA BEACH
VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION

THIS VOLUNTARY ANNEXATION AGREEMENT / PETITION FOR ANNEXATION dated this 10 day of January, 2023 by and between the CITY OF FERNANDINA BEACH, a municipal corporation, (hereinafter referred to as "City"); and Katherine N Maley (hereinafter collectively referred to as the "Applicants").

WHEREAS, this Annexation Agreement/ Petition for Annexation (hereinafter referred to as "Agreement") shall be considered entered into upon execution, where the actual annexation of land shall occur once the subject property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such annexation, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission and the Applicants, as contained in this Agreement; and

WHEREAS, the Applicants collectively, are the owners of record of the parcel of land known and described as follows, comprising the property which is the subject of this Agreement (the "Property"):

PARCEL ID#: 00-00-30-044B-0078-0010

GENERALLY DESCRIBED AS: _____

ADDRESSED AS: 2852 Bailey Rd

See Attached Exhibit "A"

WHEREAS, the covenants and acknowledgments contained herein have been made in consideration of annexation into the City of Fernandina Beach of the above described Property; and

WHEREAS, it is the desire of the City to provide for appropriate use of the Property; and

WHEREAS, the Applicants are willing to have the Property annexed to the City and the City desires and believes that it would be in the best interest of the City to annex the Property, which is located outside the corporate limits of the City in Nassau County, Florida, at such time as the Property become contiguous; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and acknowledgments stated herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective Date: This Agreement shall become effective upon execution.

2. Execution: The parties hereto agree to execute any and all such documents as are reasonably necessary to carry out the terms and provisions of this Agreement.

3. Binding Effect: The parties hereto do covenant and agree that this Agreement and its Exhibits, shall be binding on their successors and assigns, including the political subdivisions as the City of Fernandina Beach.

4. Water and/or Sanitary Sewer: The Applicants shall be permitted to tap into the City's water and/or sanitary sewer system at a point determined by the City. The Applicants shall also be responsible for payment to the City of any and all applicable fees that are assessable under City Ordinance and State Law.

5. Land Use and Zoning: Upon Annexation of the Property, and until the adoption by the City Commission of the City's Comprehensive Plan and zoning district for the Property, the Comprehensive Plan (including future land use) and zoning ordinances and regulations shall remain in full force and effect for the Property, and shall be enforced by the City. The City shall adopt the future land use designation and zoning district for the Property that most closely approximate to the current Nassau County future land use designation and zoning district for the Property regarding allowable uses and development standards.

6. Governing Law: The laws of the State of Florida shall govern the interpretation, validity and construction of the terms and provisions of this Agreement. If any term or provision of this Agreement is declared illegal or invalid for any reason by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall, nevertheless, remain in full force and effect.

7. Entire Agreement: The parties hereto acknowledge that this Agreement constitutes the sole agreement between the parties; that all prior proposals and agreements, whether oral or written, are hereby superseded; and that this Agreement may not be changed, altered or modified except in writing and signed by the parties hereto. The parties hereto further acknowledge that, in entering into this Agreement, each party has not been induced by, has not relied upon, and has not included as part of the basis of the bargain herein, any representation or statement, whether expressed or implied, made by any agent, representative or employee, which representation or statement is not approved by the other at any public hearing or work session of the City Commission or otherwise made as part of the official public record in the proceedings related to this Agreement. This Agreement binds the Applicants' Property to being annexed into the City once the Property becomes contiguous to any boundary demarking the incorporated area of the City of Fernandina Beach and upon the execution of an Ordinance by the City Commission of the City authorizing and approving the execution of such agreement, consistent with the mutual promises, covenants and acknowledgments agreed to by the City Commission.

8. Default: In the event either of the parties default in the performance of the obligations set forth in this Agreement, then the other may, upon notice to defaulting party, allow the defaulting party sixty (60) days to cure the default or provide evidence to the non-defaulting party that such default will be cured in a timely manner if it cannot be cured during said period. If the defaulting party fails to cure such default or provide such evidence as provided above, then, with notice to defaulting party, the other party may begin proceedings to require specific performance of this Agreement or bring suit for damages for breach of the Agreement. The prevailing party shall be entitled to a reasonable attorney's fee for having brought such action.

8. Recording: This Agreement shall run with the land and a copy of this Agreement for Annexation shall be filed and recorded by the City Clerk's Office with the Nassau County Clerk of Circuit Court.

IN WITNESS WHEREOF, the City and Applicant(s) have caused this instrument to be executed by their respective proper parties duly authorized to execute the same on the day and the year first above written.

CITY OF FERNANDINA BEACH

Dale L. Martin 2/7/23

DALE L. MARTIN
City Manager

ATTEST:

Caroline Best

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

TAMMI E. BACH
City Attorney

APPLICANT(S)

By: _____
Applicant

By: _____
Applicant

STATE OF FLORIDA
COUNTY OF NASSAU } ss

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization,

this 12th day of January, 2023,

by Katherine Maley.

_____ SYLVIE McCann 11/12/2024
Notary Public Printed Name My Commission Expires

Personally Known ☐ OR Produced Identification ☑ ID Produced: ☐
Florida Drivers License

SYLVIE MCCANN
Notary Public-State of Florida
Commission # HH 56480
My Commission Expires
November 12, 2024

EXHIBIT A

NASSAU COUNTY PROPERTY APPRAISER
PARCEL REPORT

A. Michael Hickox, CFA
Cert. Res. RD1941

NASSAU COUNTY
PROPERTY APPRAISER

PROPERTY INFORMATION

Parcel Number 00-00-30-044B-0078-0010

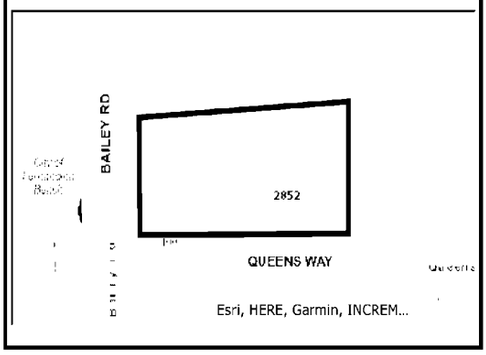
Owner Name	MALEY KATHERINE
Mailing Address	96318 GRANDE OAKS LANE
	FERNANDINA BEACH, FL 32034
Location Address	2852 BAILEY RD
	FERNANDINA BEACH 32034
Tax District	UNINCORPORATED MIDDLE ISLAND
Milage	16.1909
Homestead	No
Property Usage	MISC RESID 000700
Deed Acres	0
Short Legal	05 2N 28E PT OF LOT 78 (S 1) L/E IN OR 995/1743 OCEAN
	BREEZE FARMS PB 2/19

2022 Certified Values

Land Value	$60,000
(+) Improved Value	$54,958
(=) Market Value	**$114,958**
( ) Agricultural Classification	$0
(-) SOH or Non-Hx* Capped Savings	$19,688
(=) Assessed Value	**$95,273**
(-) Homestead	$0
(-) Additional Exemptions	$0
(=) School Taxable Value	$114,961
(-) Non-School HX & Other Exempt Value	$0
(=) County Taxable Value	**$95,273**

Note - *10% Cap does not apply to School Taxable Value

PARCEL MAP



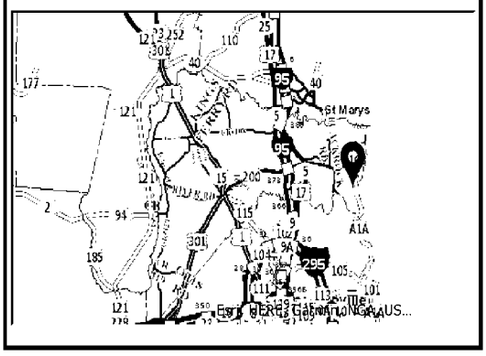
2021 AERIAL MAP



PROPERTY PHOTO

If this picture is incorrect, please email info@nassauflpa.com

LOCATION MAP



BUILDING INFORMATION

Type	Total Area	Heated Area	Bedrooms	Baths	Primary Exterior	Secondary Exterior	Heating	Cooling	Actual Year Built
GARAGE	1300	1300	0	0	MOD METAL		N/A	N/A	2022

MISCELLANEOUS INFORMATION

Description	Dimensions L X W	Units	Year Built
WELL	0 X 0	1	1962

WELL	0 X 0	0	C	

SALES INFORMATION

Sale Date	Book Page	Price	Instr	Qual	Imp	Grantor	Grantee
2001-07-05	995 / 1743	$100	WD	U	Y	NORMAN BETTY J	NORMAN BETTY J L/E
2001-06-21	993 / 932	$100	WD	U	Y	NORMAN BETTY J	NORMAN BETTY J L/E

April 26, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-19

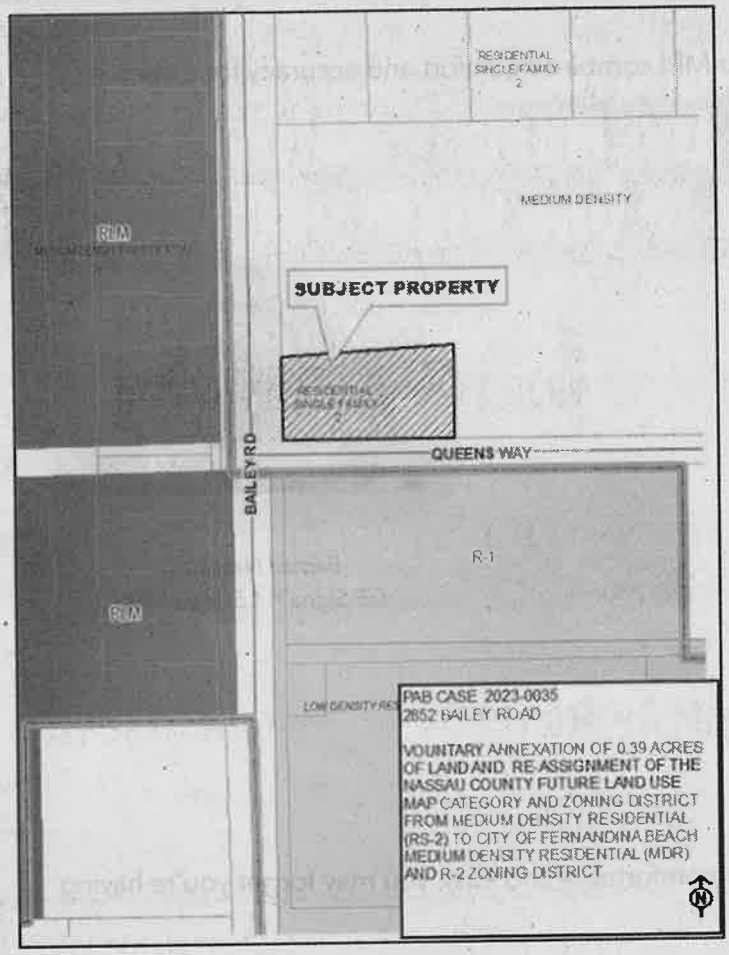
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM - 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-19

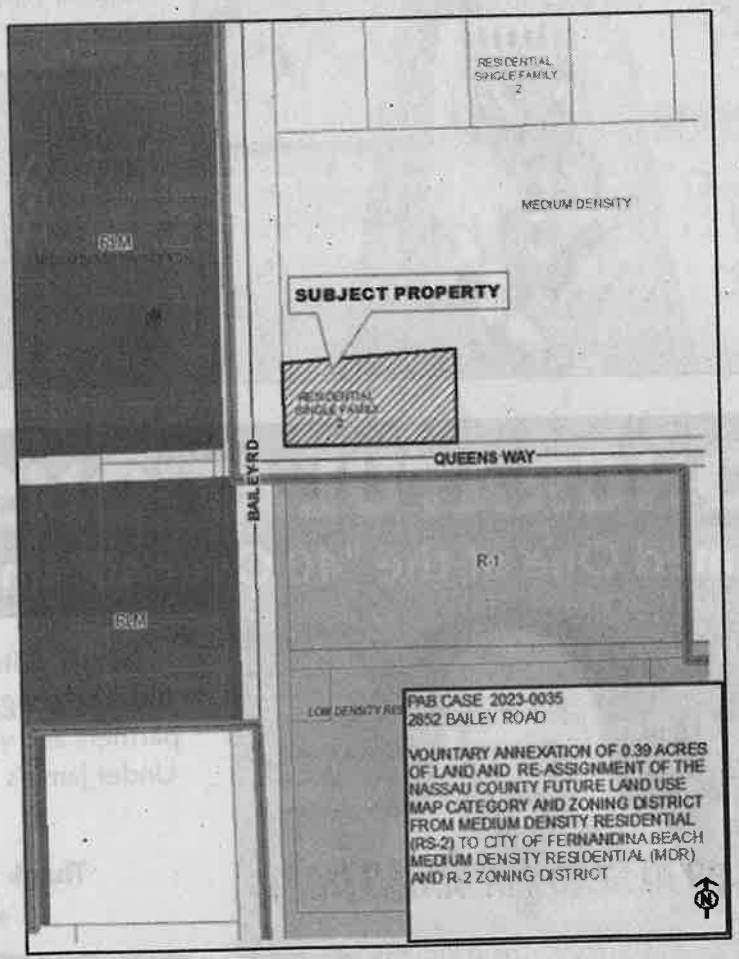
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 A.M – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

NOTICE OF PUBLIC HEARING PLANNING ADVISORY BOARD CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Wednesday, March 8, 2023, at 5:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

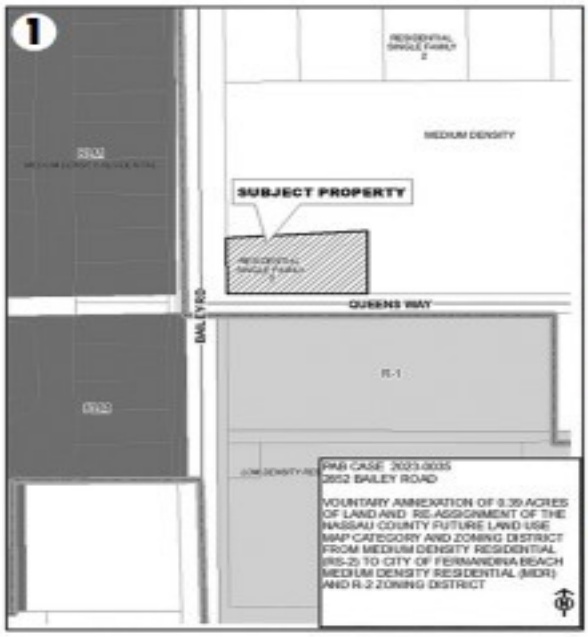
1 VOLUNTARY ANNEXATION/ FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0035: *CITY OF FERNANDINA BEACH*, VOLUNTARY ANNEXATION OF 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD AND RE-ASSIGNMENT OF THE NASSAU COUNTY FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY AND ZONING DISTRICT OF RS-2 TO CITY OF FERNANDINA BEACH FUTURE LAND USE MAP CATEGORY OF MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2

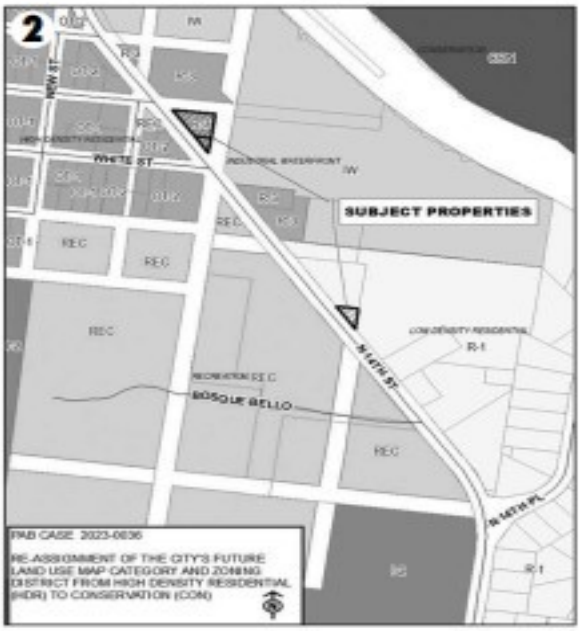
2 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM HIGH DENSITY RESIDENTIAL (HDR) AND ZONING DISTRICT OF R-3 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES TOTALING 0.16 ACRES OF LAND LOCATED ON N. 14TH STREET

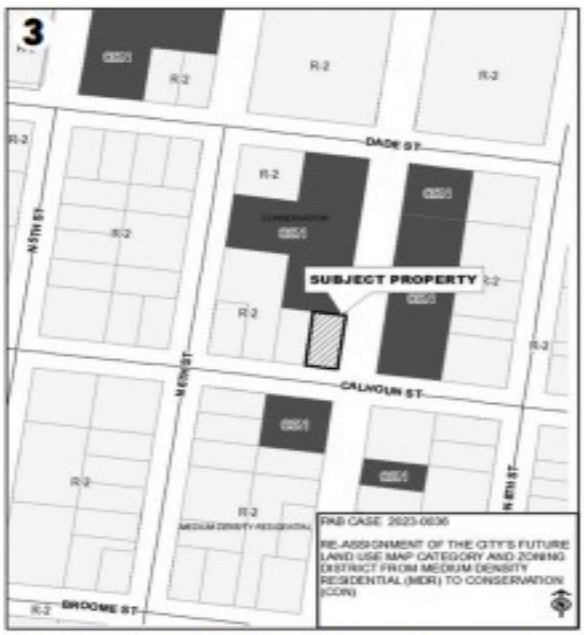
3 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND ZONING DISTRICT OF R-2 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTY LOCATED AT THE CORNER OF CALHOUN AND N. 7TH STREET

4 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF RECREATION (REC) AND ZONING DISTRICT OF REC FOR BEACH ACCESS PROPERTY AND RE-ASSIGNMENT OF FUTURE LAND USE MAP CATEGORY FROM MEDIUM DENSITY RESIDENTIAL (MDR) AND R-2 ZONING TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR PROPERTIES LOCATED ON KETCH COURT AND AT THE END OF ROBERT OLIVER AVENUE

5 FUTURE LAND USE MAP AMENDMENT/ ZONING CHANGE
PAB CASE 2023-0036: *CITY OF FERNANDINA BEACH*, RE-ASSIGNMENT OF THE CITY'S FUTURE LAND USE MAP CATEGORY FROM LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF R-1 TO FUTURE LAND USE MAP CATEGORY OF CONSERVATION (CON) AND ZONING DISTRICT OF CONSERVATION (CON) FOR 0.08 ACRES OF LAND LOCATED AT 565 S. FLETCHER AVE AND 0.52 ACRES OF LAND LOCATED AT KENTUCKY AVE AND 1ST AVE











Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3100, TTY 711, (TTY number for all City offices) or through the Florida Relay Service at 711 at least 24 hours in advance to request such accommodation. The PAB serves as a recommending committee. Every application is submitted to the City Commission for final decision making.

Copies of the applications may be inspected in the office of the Planning Department, City Hall, 204 Ash Street, between the hours of 8:00 AM – 5:00 PM, Monday through Friday. To make an appointment with a planner, please call 904-310-3480.

DRAFT

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

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

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

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

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

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

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

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

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

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

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

Member Stevenson and Chair Robas inquired about stormwater management.

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

Public Hearing was opened.

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

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

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

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

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

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

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

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

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

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-20
Future Land Use Map Assignment - 2852 Bailey Road.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-20 at Second Reading.

SYNOPSIS: Property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17. This parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation.

City staff identified that an assignment of Low Density Residential (LDR) for this parcel on the City's Future Land Use Map is most appropriate from the current Nassau County Residential Single Family 2.

The Planning Advisory Board held a public hearing on March 8, 2023 and issued a recommendation of approval for designation of Low Density Residential FLUM and R-1 zoning. The City Commission approved this ordinance at First Reading on April 18, 2023.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission enact proposed Ordinance 2023-20 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/5/2023

Agnes J. White

Submitted By: Agnes White, Administrative Services Manager Date: April 19, 2023

COMMISSION ACTION: Enact

ORDINANCE 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17; and

WHEREAS, this parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation; and

WHEREAS, the City staff identified that an assignment of Low Density Residential (LDR) for this parcel on the City's Future Land Use Map is most appropriate from the current Nassau County Residential Single Family 2; and

WHEREAS, the Planning Advisory Board (PAB) acting as the designated Local Planning Agency, have reviewed the application and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

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

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the future land use map changes. The property identified for this change of the Future Land Use Map to the City of Fernandina Beach Low Density Residential for properties located and identified by map exhibit attached hereto as Exhibit A.

SECTION 2. FUTURE LAND USE MAP CHANGE. For the property in question, the City's Future Land Use Map is hereby changed as follows and attached hereto as Exhibit A:

- From Nassau County Medium Density to City of Fernandina Beach Low Density Residential (LDR)

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

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

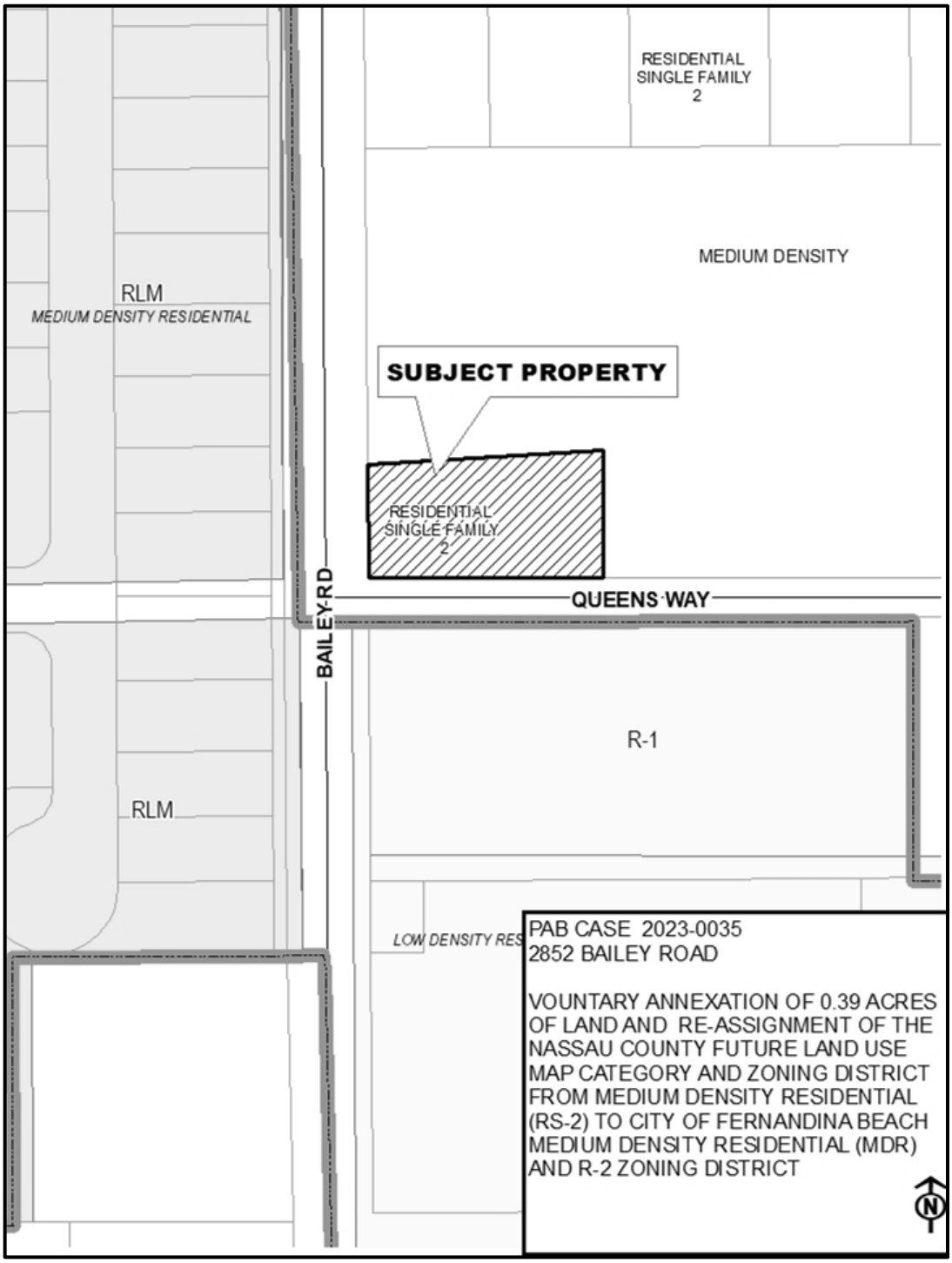


_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

PROPERTY LOCATED AT 2852 BAILEY ROAD TOTALING 0.39 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



Print

Planning Advisory Board (PAB) - Submission #10825

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

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

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [x] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

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

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

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

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

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

Yes

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

2/7/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

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

Site Address*

2852 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044B-0078-0010

Lot*

78

Block*

78 S-1

Subdivision*

bailey road

Zoning District*

R-2 w/PUD

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [x] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Katherine

Last Name*

Maley

Company (if applicable)

Mailing Address*

2852 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

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

First Name

City of Fernandina Beach

Last Name

Dale Martin

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

RESO 2023-17

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

Zoning Map and Future Land Use Map Amendments and Voluntary Annexation

Certification*

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

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

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023-17 Voluntary Annexation Agreement Katherine Maley 2852 Bailey Road.pdf

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

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

STAFF REPORT
PAB 2023-0035 (AX, LU, CZ)
Planning Advisory Board Hearing
March 8, 2023

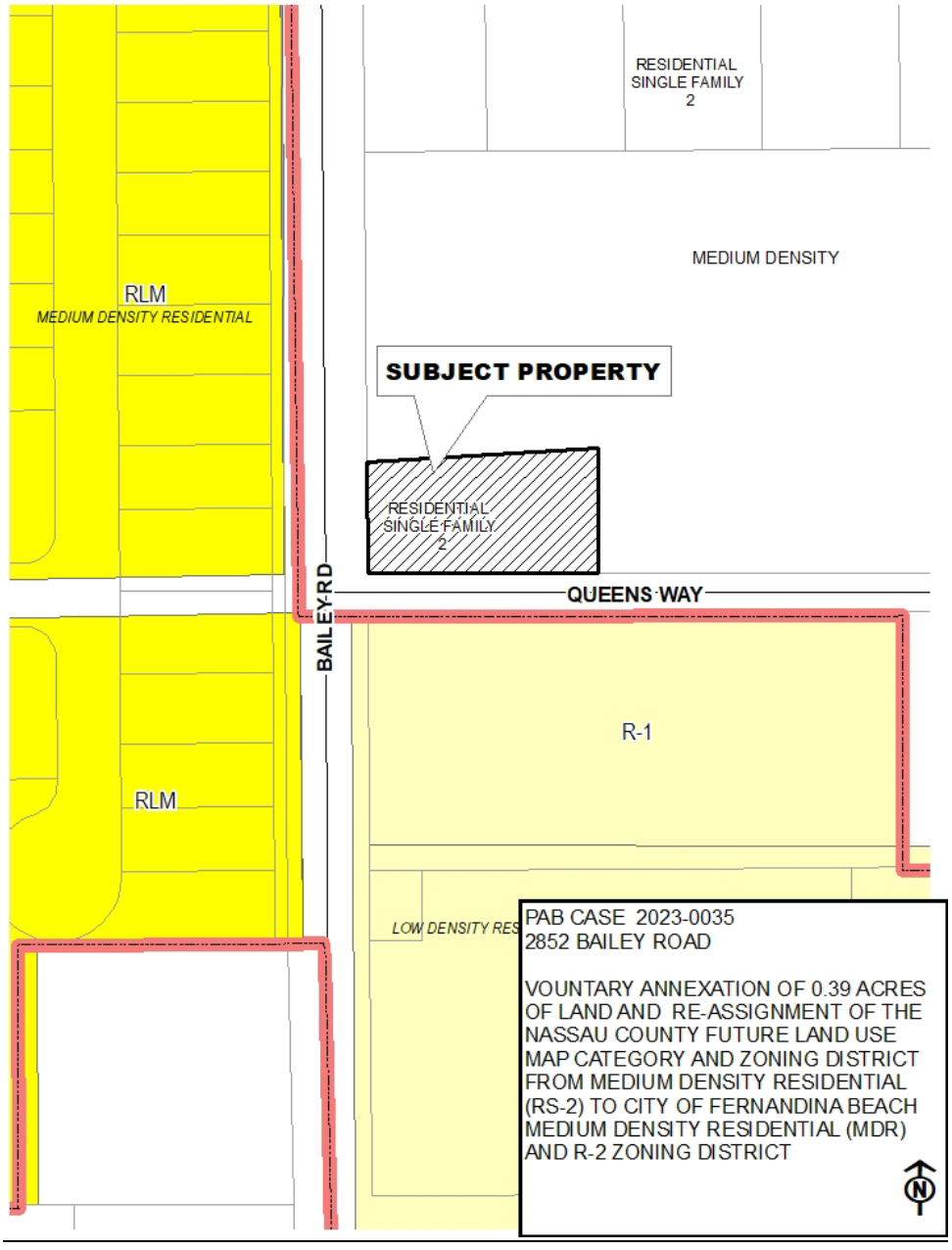
Daphne Forehand
Planner I

APPLICATION FOR VOLUNTARY ANNEXATION, LAND USE AND ZONING 2852 BAILEY ROAD

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Katherine Maley				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Medium Density Residential (MDR) and Medium Density Residential (R-2) Zoning District				
LOCATION:	2852 Bailey Road				
CURRENT ZONING:	Nassau County Residential Single Family 2				
CURRENT LAND USE:	Medium Density				
EXISTING USES ON SITE:	Single Family Home				
PROPERTY SIZE	Approximately 0.39 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
NASSAU COUNTY	North	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	South	Church	Appx. 1997	R-1	Low Density Residential
NASSAU COUNTY	East	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	West	Dunes of Amelia	Varies	RLM	Medium Density Residential

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests voluntary annexation, assignment of City Future Land Use Map Category of Medium Density Residential and corresponding Zoning District of R-2. *Resolution 2023-17* approved the extension of water and sewer services for 2852 Bailey Road. This property is contiguous to the municipal boundary along the southern side of the parcel. The requested FLUM and zoning categories are consistent with the properties' existing Nassau County land use and zoning assignments.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The area is a logical extension of urban development, and any development or redevelopment is capable of achieving full compliance with the City's Land Development Code and Comprehensive Plan. The City is able to serve this property and meet or exceed all levels of service required by Comprehensive Plan policies referenced herein.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 2.01.12	√
LDC11.01.07	√

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the **Medium Density Residential (MDR) FLUM** category, and **Medium Density Residential (R-2) Zoning District**. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for April 18th, 2023.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2023-0035 to the City Commission requesting that a Voluntary Annexation, Assignment of the Medium Density Residential (MDR) land use category, and Medium Density Residential (R-2) zoning district for property located at 2852 Bailey Road be **(approved or denied)** and that PAB case 2023-0035, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted,

Daphne Forehand
Planner I

April 26, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-19

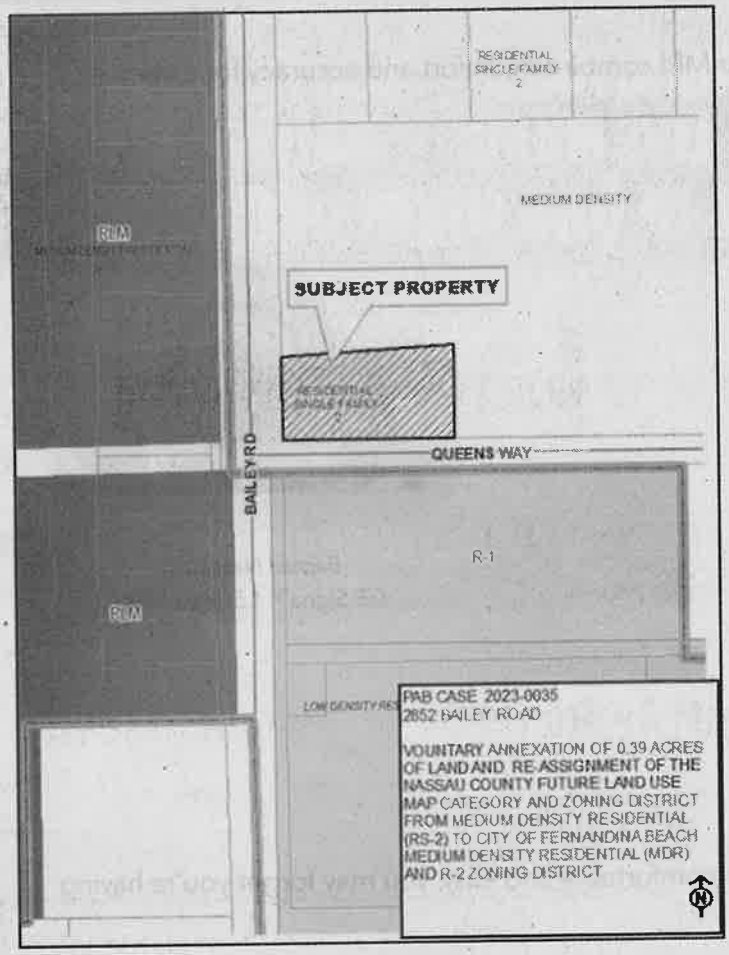
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM - 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-19

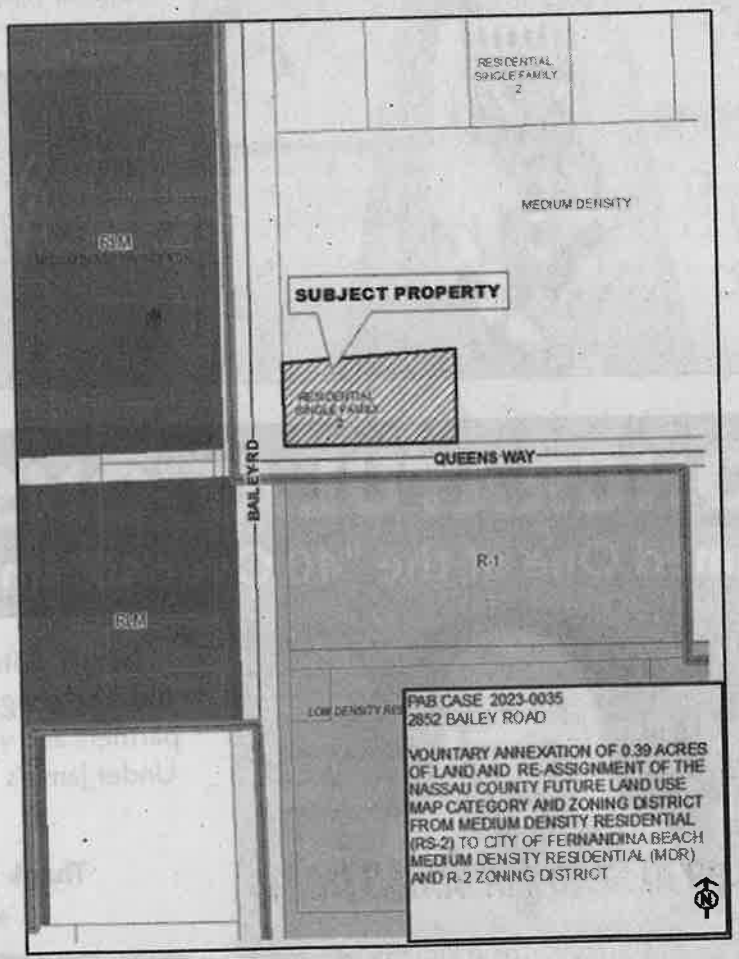
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



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

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

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 A.M – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

DRAFT

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

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

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

MEMBERS ABSENT:
Barbara Gingher

OTHERS PRESENT:
Kelly Gibson, Planning & Conservation Deputy Director
Tammi Bach, City Attorney
Taylor Hartmann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

Vote upon passage of the motion was taken by voice vote, and being all ayes, carried.

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach

SUBJECT: Ordinance 2023-21
Zoning Map Assignment - 2852 Bailey Road.

ITEM TYPE: Ordinance (w/o fiscal impact)

REQUESTED ACTION: Consider Ordinance 2023-21 at Second Reading.

SYNOPSIS: Property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17. This parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation. City staff identified that an assignment of the City's Low Density Residential (R-1) Zoning District is most appropriate from Nassau County Residential Single Family 2 District.

The Planning Advisory Board held a public hearing on March 8, 2023 and issued a recommendation of approval for designation of Low Density Residential FLUM and R-1 zoning. The City Commission considered this ordinance at First Reading as a quasi-judicial hearing on April 18, 2023.

FISCAL IMPACT: None.

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): Consider Ordinance 2023-21 at Second Reading.

Kelly Gibson, Planning Deputy Director	4/21/2023
Katie Newton, Legal Assistant	5/1/2023
Agnes White, Administrative Services Manager	5/1/2023
Charles George, Interim City Manager	5/2/2023
Tammi E. Bach, City Attorney	5/8/2023

Agnes J. White

Submitted By: Agnes White, Administrative Services Manager Date: April 19, 2023

COMMISSION ACTION: Enact

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, property owner Katherine Maley applied for the City of Fernandina Beach Voluntary Annexation Petition/Water/Wastewater Annexation Agreement for one parcel containing approximately 0.39 acres located at 2852 Bailey Road, which was accepted via Resolution 2023-17; and

WHEREAS, this parcel is contiguous to the City limits, and the City, acting on the terms of the Agreement, applied for annexation; and

WHEREAS, the City staff identified that an assignment of the City's Low Density Residential (R-1) Zoning District is most appropriate from Nassau County Residential Single Family 2 District; and

WHEREAS, the Planning Advisory Board (PAB), acting as the designated Local Planning Agency, has reviewed and held a public hearing on March 8, 2023, and issued a recommendation of approval; and

WHEREAS, notice of public hearing on such amendments was published in the News Leader, a newspaper of general circulation in Fernandina Beach, Nassau County, Florida, on February 22, 2023.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH AS FOLLOWS:

SECTION 1. PROPERTIES INVOLVED. The City Commission intends to approve the zoning map changes. The properties identified for this change of the Zoning Map to City of Fernandina Beach Low Density Residential (R-1) properties located and identified as by map exhibit attached hereto as Exhibit A.

SECTION 2. ZONING MAP CHANGE. For the property in question, the City's Zoning Map is hereby changed as follows and attached hereto as Exhibit A:

- From Nassau County Residential Single Family 2 to City of Fernandina Beach Low Density Residential (R-1).

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, phrase of this Ordinance, or the particular application thereof, shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses, and phrases under application shall not be affected thereby.

ENACTED this 16th day of May, 2023.

CITY OF FERNANDINA BEACH

_____

BRADLEY M. BEAN
Mayor - Commissioner

ATTEST:

CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:

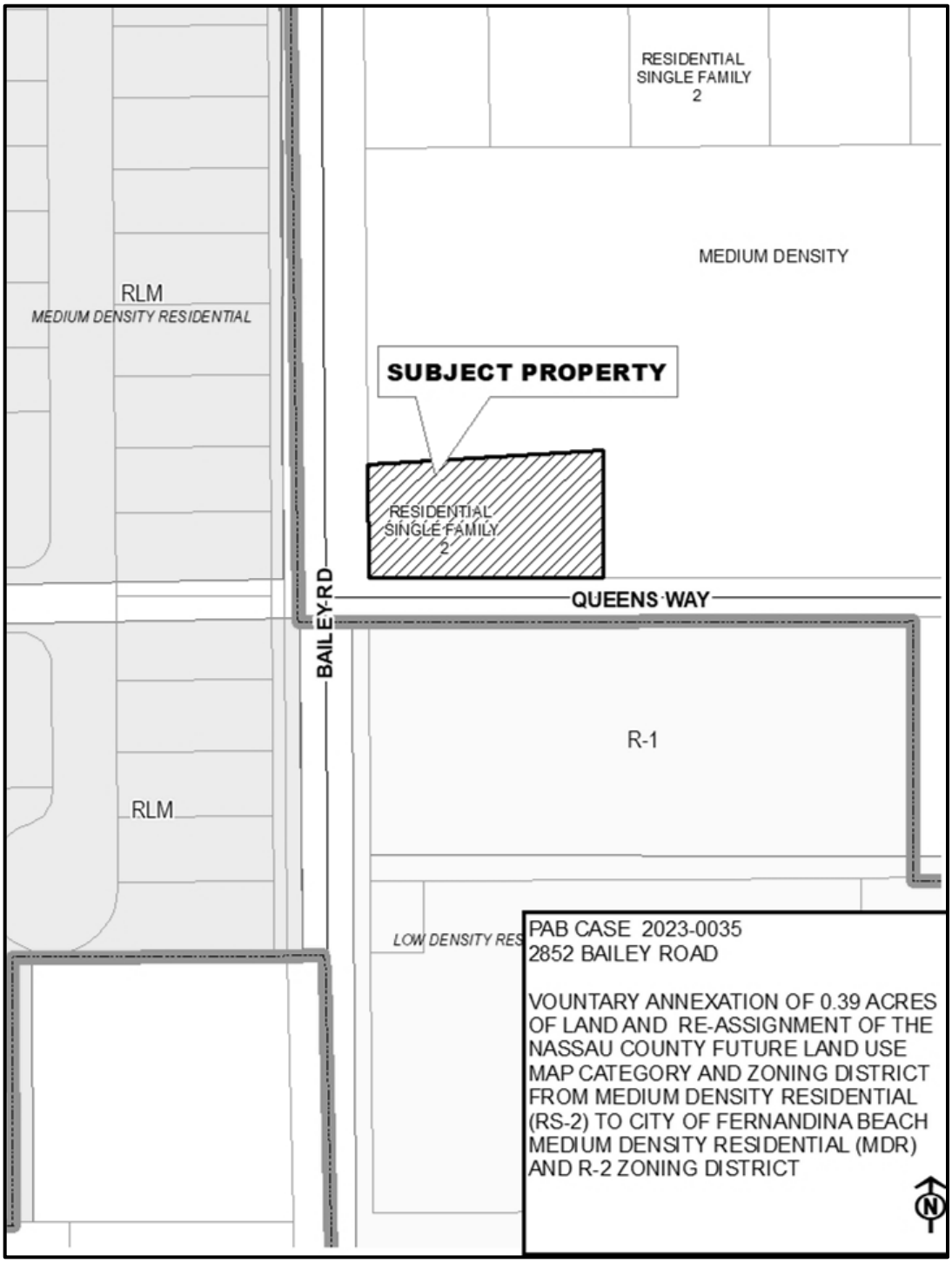


_____

TAMMI E. BACH
City Attorney

Date of First Reading: April 18, 2023
Date of Second Reading/Final Hearing: May 16, 2023
Date of Publication: May 3, 2023

PROPERTY LOCATED AT 2852 BAILEY ROAD TOTALING 0.39 ACRES OF LAND ASSIGNMENT OF THE FUTURE LAND USE CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) AND ZONING DISTRICT OF LOW DENSITY RESIDENTIAL (R-1)



STAFF REPORT
PAB 2023-0035 (AX, LU, CZ)
Planning Advisory Board Hearing
March 8, 2023

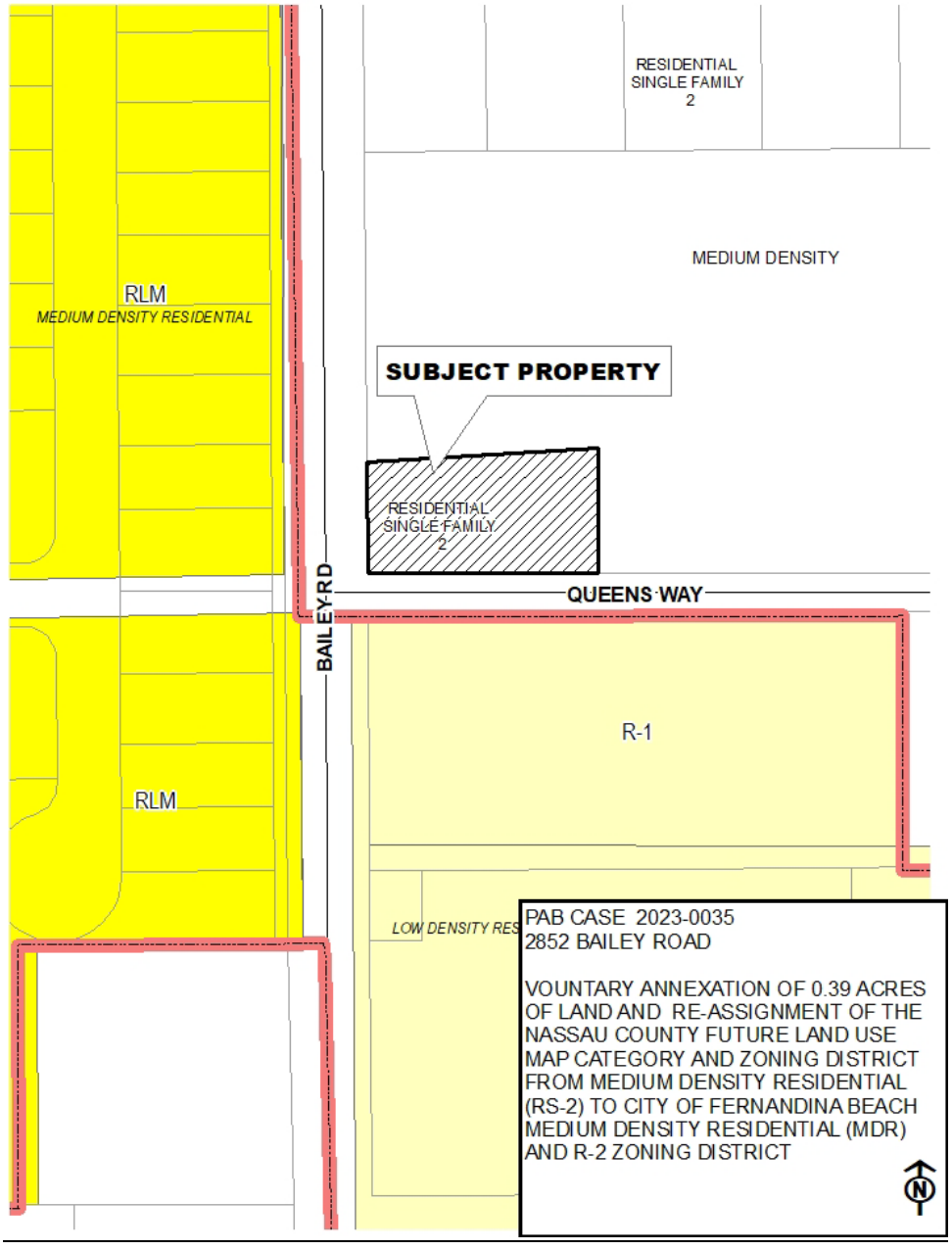
Daphne Forehand
Planner I

APPLICATION FOR VOLUNTARY ANNEXATION, LAND USE AND ZONING 2852 BAILEY ROAD

APPLICATION & SURROUNDING AREA INFORMATION:

OWNER/APPLICANT:	Katherine Maley				
AGENT:	City of Fernandina Beach				
REQUESTED ACTION:	Voluntary Annexation, Assignment of a Future Land Use Map Category of Medium Density Residential (MDR) and Medium Density Residential (R-2) Zoning District				
LOCATION:	2852 Bailey Road				
CURRENT ZONING:	Nassau County Residential Single Family 2				
CURRENT LAND USE:	Medium Density				
EXISTING USES ON SITE:	Single Family Home				
PROPERTY SIZE	Approximately 0.39 Acres of Land				
ADJACENT PROPERTIES:	**Direction**	**Existing Use(s)**	**Year Built**	**Zoning**	**FLUM**
NASSAU COUNTY	North	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	South	Church	Appx. 1997	R-1	Low Density Residential
NASSAU COUNTY	East	Vacant	-	NC Residential Single Family 2	Medium Density
WITHIN CITY LIMITS	West	Dunes of Amelia	Varies	RLM	Medium Density Residential

*** All required application materials have been received. All fees have been paid. All required notices have been made. All copies of required materials are part of the official record and have been made available on the City's website, the City Clerk's Office and at the Community Development Department Office. ***



SUMMARY OF REQUEST AND BACKGROUND INFORMATION:

The City of Fernandina Beach requests voluntary annexation, assignment of City Future Land Use Map Category of Medium Density Residential and corresponding Zoning District of R-2. *Resolution 2023-17* approved the extension of water and sewer services for 2852 Bailey Road. This property is contiguous to the municipal boundary along the southern side of the parcel. The requested FLUM and zoning categories are consistent with the properties' existing Nassau County land use and zoning assignments.

CONSISTENCY WITH THE COMPREHENSIVE PLAN / LAND DEVELOPMENT CODE:

This is a voluntary annexation of property as compliant with all applicable Florida Statutes and the City's Municipal Code. The annexation area is compact, does not create an "enclave", and represents a logical extension of the City boundary. The area is a logical extension of urban development, and any development or redevelopment is capable of achieving full compliance with the City's Land Development Code and Comprehensive Plan. The City is able to serve this property and meet or exceed all levels of service required by Comprehensive Plan policies referenced herein.

Applicable Policy Reference	***Determination of Consistency***
CP 1.02.02	√
CP 1.02.03	√
CP 1.02.04	√
CP 1.02.10	√
CP 1.03.01	√
CP 1.04.03	√
CP 1.07.09	√
CP 4.01.01	√
CP 4.01.02	√
LDC 2.01.12	√
LDC11.01.07	√

CONCLUSION AND STAFF RECOMMENDATIONS:

The requested action is consistent with the City's Comprehensive Plan and the Land Development Code. Staff recommends approval of the voluntary annexation, assignment of the **Medium Density Residential (MDR) FLUM** category, and **Medium Density Residential (R-2) Zoning District**. Following the recommendation of the Planning Advisory Board (PAB), the application will move forward to the City Commission in the form of three separate ordinances at a public hearing anticipated for April 18th, 2023.

MOTION TO CONSIDER:

I move to recommend **(approval or denial)** of PAB case number 2023-0035 to the City Commission requesting that a Voluntary Annexation, Assignment of the Medium Density Residential (MDR) land use category, and Medium Density Residential (R-2) zoning district for property located at 2852 Bailey Road be **(approved or denied)** and that PAB case 2023-0035, as presented, **(is or is not)** sufficiently compliant with the Comprehensive Plan and Land Development Code to be approved at this time.

Respectfully submitted,

Daphne Forehand
Planner I

Print

Planning Advisory Board (PAB) - Submission #10825

Date Submitted: 2/10/2023

Planning Advisory Board (PAB) Application

USE THIS FORM TO Request actions to affect changes to property (zoning changes, annexations, allowable uses, subdivisions).

Fees

Once application is submitted it will be reviewed for completeness. Once verified complete, an invoice will be emailed to the applicant.

- [x] Zoning Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [x] Land Use Map Amendment (â‰¤ 10 acres $2,500 / > 10acres $5,000)
- [ ] LDC Text Amendment ($1,500)
- [ ] Comp Plan Amendment ($5,000)
- [ ] Subdivision Plat â€“ Preliminary (â‰¤ 20 units $3,000 / > 20 units $5,000)
- [ ] Subdivision Plat â€“ Final ($1,500)
- [ ] Vacation of R.O.W. ($3,500)
- [ ] Small Cell Outside R.O.W. (per application) ($500)
- [x] Voluntary Annexation ($2,000)
- [ ] Development of Regional Impact: Amend Development Order ($1,500)
- [ ] New Telecommunications Structure ($2,000)
- [ ] Revision to each PAB Application - 1/2 cost of original application fee (To offset additional display ad fee)

2023 Submission Deadlines + Meetings Calendar

PAB 2023



IMPORTANT NOTES

Pre-Application Meeting

To guide you through the process and ensure that your application is understood and properly processed, youâ€™ll need to meet with a City Planner prior to submitting your application. Completed applications are due 30 days prior to the Planning Advisory Board meeting date.

Please see the Land Development Code (LDC) for detailed information:

- [ ] LDC Text Amendment â€“ see LDC Section 11.01.08.
- [ ] Preliminary Subdivision Plat â€“ see LDC Section 11.01.05.
- [ ] Final Subdivision Plat â€“ LDC Section 11.01.05.
- [x] Zoning Map Changes â€“ See LDC Section 11.01.07.

The LDC is available for review at

www.fbfl.us/LDC

Application Requirements

- [ ] A complete application filed at least forty-five (45) days before the date of the Planning Advisory Boardâ€™s public hearing;
- [ ] Proof of Ownership (copy of deed or tax statement);
- [ ] A current survey of the property (no older than two years);
- [ ] If applying as an agent, Ownerâ€™s Authorization for Agent Representation form needs to be signed/ notarized and included in application;
- [ ] A detailed letter of intent stating the following:
- [ ] o The consistency of the proposed amendment(s) or action(s) with the Cityâ€™s Comprehensive Plan.
- [ ] o A justification for the proposed amendment(s) or action(s).

Have you met with a planner for a pre-application meeting?*

Yes

What was the date of your pre-application meeting?*

2/7/2023

If you have yet to have a pre-application meeting, please choose a date and time to schedule your meeting now. Every Tuesdays are reserved for pre-application appointments.*

mm/dd/yyyy hh:mm am/p

PROPERTY INFORMATION

Property information can be found at the Nassau County Property Appraiserâ€™s Website â†' Map Search

Site Address*

2852 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Parcel ID #(s)*

00-00-30-044B-0078-0010

Lot*

78

Block*

78 S-1

Subdivision*

bailey road

Zoning District*

R-2 w/PUD

Future Land Use Designation*

Medium Density Residential

REVIEW TYPE*

- [x] Zoning Map Amendment â‰¤ 10 acres
- [x] Zoning Map Amendment > 10 acres
- [ ] LDC Text Amendment
- [ ] Comp Plan Amendment
- [ ] Subdivision Plat â€“ Preliminary â‰¤ 20 units
- [ ] Subdivision Plat â€“ Preliminary > 20 units
- [ ] Subdivision Plat â€“ Final
- [ ] Vacation of R.O.W.
- [x] Voluntary Annexation
- [ ] Revision to PAB Application

OWNER OF RECORD

As recorded with the Nassau County Property Appraiser

First Name*

Katherine

Last Name*

Maley

Company (if applicable)

Mailing Address*

2852 Bailey Road

City*

Fernandina Beach

State*

FL

Zip*

32034

Telephone Number*

904-310-3480

Email Address*

planninginfo@fbfl.city

OWNER'S AGENT

If other than owner. If an agent will be representing the owner, an Ownerâ€™s Authorization For Agent Representation form must be included

First Name

City of Fernandina Beach

Last Name

Dale Martin

Mailing Address

204 Ash Street

City

Fernandina Beach

State

FL

Zip

32034

Telephone Number

904-310-3480

E-mail Address

planninginfo@fbfl.city

PROJECT INFORMATION

Previous Planning/Zoning Approvals

RESO 2023-17

Summary of Request (more detailed information to be provided in required letter of intent)*

Zoning Map and Future Land Use Map Amendments and Voluntary Annexation

Certification*

☑ By signing below, I certify that the information contained in this application is true and correct to the best of my knowledge at the time of the application.

☑ I acknowledge that I understand and have complied with all of the submittal requirements and procedures.

Applicant First Name*

Dale

Applicant Last Name*

Martin

Today's Date*

2/10/2023

Upload Supporting Documentation*

2023-17 Voluntary Annexation Agreement Katherine Maley 2852 Bailey Road.pdf

Upload 2

Choose File | No file selecte

Upload 3

Choose File | No file selecte

Upload 4

Choose File | No file selecte

DEPARTMENT OF PLANNING & CONSERVATION

204 Ash Street | Fernandina Beach, Florida 32034 | 904 310-3480 | www.fbfl.us/planning

April 26, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-19

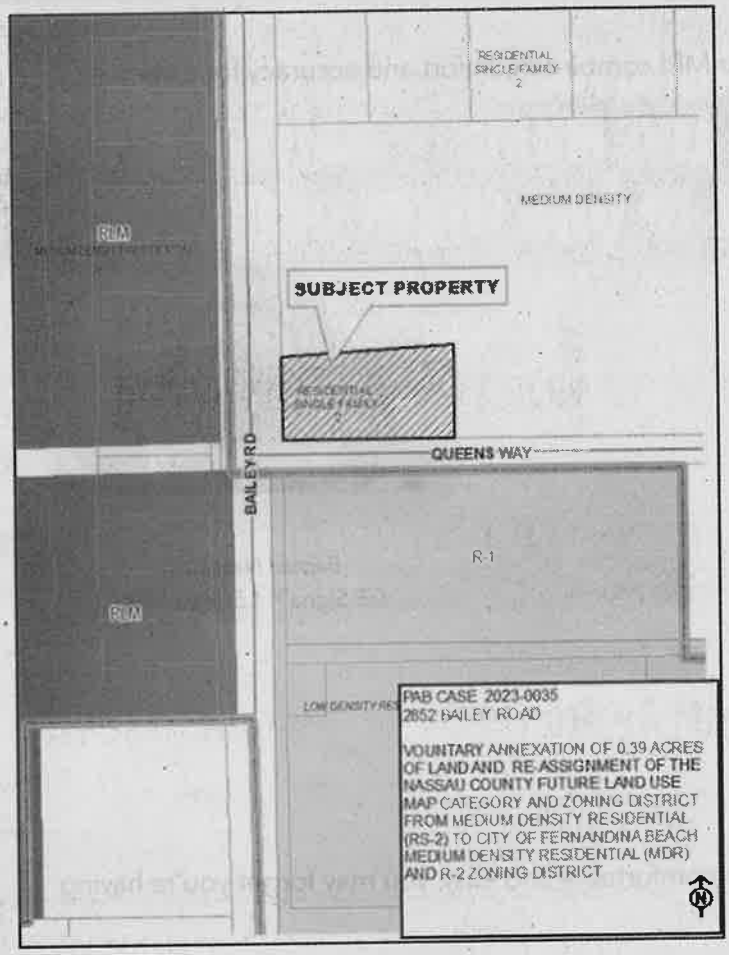
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 AM - 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

May 3, 2023

News Leader Edition

NOTICE OF PUBLIC HEARING CITY COMMISSION OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, May 16, 2023, at 6:00 PM** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following application:

ORDINANCE 2023-19

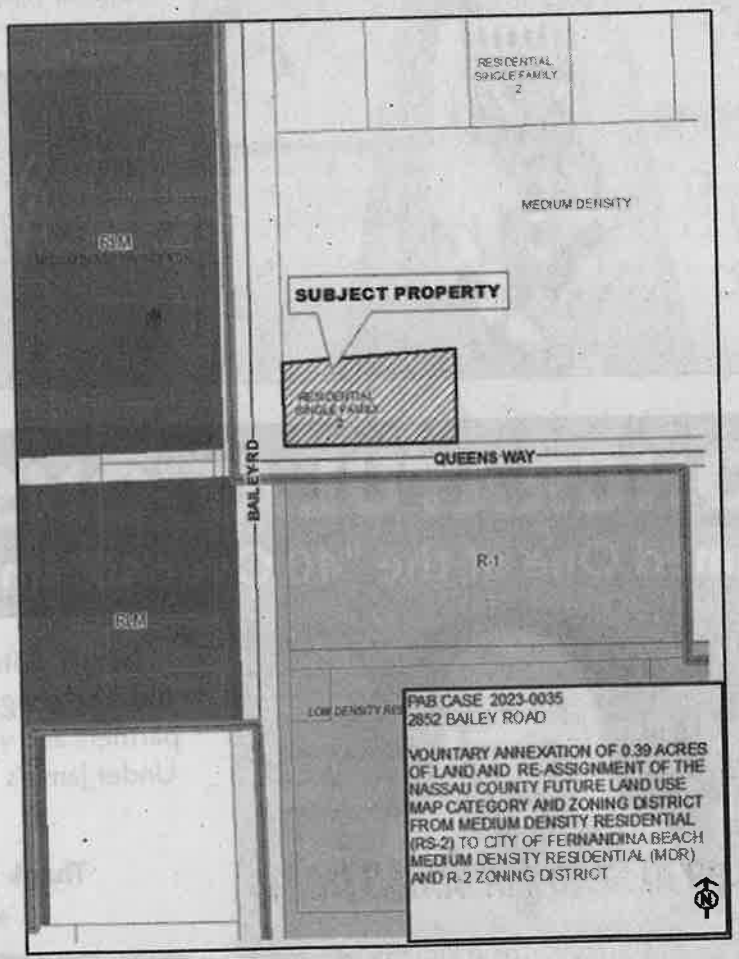
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ANNEXING APPROXIMATELY 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD, CONTIGUOUS TO THE CITY LIMITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-20

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A FUTURE LAND USE MAP CATEGORY OF LOW DENSITY RESIDENTIAL (LDR) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 2023-21

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, ASSIGNING A ZONING CATEGORY OF LOW DENSITY RESIDENTIAL (R-1) FOR 0.39 ACRES OF LAND LOCATED AT 2852 BAILEY ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.



Interested parties may appear at said hearing and be heard as to the advisability of any action, which may be considered. Any persons with disabilities requiring accommodations in order to participate in this program or activity should contact 310-3115, TTY/TDD 711 or through the Florida Relay Service at 1-800-955-8771 at least 24 hours in advance to request such accommodation.

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD/COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH HEARING, S/HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

Copies of the applications with description by metes and bounds and the ordinance can be obtained in the office of the City Clerk, City Hall, 204 Ash Street, between the hours of 8:00 A.M – 5:00 PM, Monday through Friday. For information on the application, please contact the Staff of the City Clerk's Office at 310-3115.

DRAFT

MINUTES
PLANNING ADVISORY BOARD
REGULAR MEETING
MARCH 8, 2023
CITY HALL CHAMBERS

1. CALL TO ORDER 5:00

ROLL CALL/DETERMINATION OF QUORUM

MEMBERS PRESENT:

Victoria Robas (Chair)	Peter Stevenson (Vice-Chair)
John Boylan	Richard Doster
Mark Bennett	Nick Gillette

MEMBERS ABSENT:
Barbara Gingher

OTHERS PRESENT:
Kelly Gibson, Planning & Conservation Deputy Director
Tammi Bach, City Attorney
Taylor Hartmann, Recording Secretary

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF MEETING MINUTES

3.1 Approval of Minutes for the Regular Meeting of February 8, 2023

3.2 Approval of Minutes for the PAB and City Commission Joint Meeting of February 22, 2023

ACTION TAKEN: A motion was made by Member Stevenson seconded by Member Bennett to approve both sets of minutes as presented.

Vote upon passage of the motion was taken by voice vote, and being all ayes, carried.

4. OLD BUSINESS

There were no Old Business items to discuss.

5. NEW BUSINESS

5.1 PAB 2023-0034 - SCOTT ROAD PARTNERS LLC, 2754 + 2766 BAILEY ROAD
Final Subdivision Plat - Island View - 12 Single Family Residential Lots

Ms. Gibson introduced the case and provided a review of the proposed plat. She recommended approval.

Member Stevenson and Chair Robas inquired about stormwater management.

Asa Gillette, Gillette & Associates, 20 S. 4th Street, agent for the applicant, spoke about the stormwater engineering and the location of the retention pond.

Public Hearing was opened.

Margaret Kirkland, 1377 Plantation Point Drive, expressed concern for the groundwater issues in the area.

Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Boylan to recommend approval of PAB case 2023-0034 to the City Commission; AND that PAB case 2023-0034 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

5.2 PAB 2023-0035 – CITY OF FERNANDINA BEACH, 2852 BAILEY ROAD
Voluntary Annexation of approximately 0.39 acres of land into the City Limits, Assignment of the City's Medium Density Residential (MDR) Future Land Use Map Category, and Assignment of the City's R-2 Zoning District

Ms. Gibson introduced the case and recommended approval.

Board members discussed density and different residential zoning districts.

Public Hearing was opened and closed with no parties wishing to speak.

ACTION TAKEN: A motion was made by Member Stevenson, seconded by Member Bennett to recommend approval of PAB case 2023-0035 to the City Commission, and that the voluntary annexation and assignment of a Low Density Residential (LDR) Future Land Use Map Category and a Low Density Residential Zoning District of R-1 be approved; AND that PAB case 2023-0035 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

5.3 PAB 2023-0036 - CITY OF FERNANDINA BEACH, VARIOUS LOCATIONS
Future Land Use Map and Zoning Map Amendments for 9 city-owned parcels totaling 1.29 acres of land Lands will be moved from various Residential (R-1, R-2, R-3) designations to either Conservation or Recreation Future Land Use and Zoning Districts.

Ms. Gibson introduced the case and provided background on each of the parcels being proposed for zoning changes in the following order:

565 S. Fletcher Avenue (rear parcel of 0.06 acres of land recently deeded to the City). No member of the public wished to speak regarding this parcel.

613 Calhoun Street, board members suggested modifying the zoning request to be Public Institutional PI-1 zoning district. Public Hearing was opened, Wally Greeves, 1906 First Avenue, inquired about the voting process for this case. It was noted that this could be voted on separately. Public Hearing was closed.

ACTION TAKEN: A motion was made by Member Gillette, seconded by Member Stevenson to recommend approval of the Future Land Use Map and Zoning Map Amendments of Public Institutional (PI-1) for the property located at 613 Calhoun Street as part of PAB case 2023-0036 to the City Commission; AND that property located at

613 Calhoun Street as part of PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

Ketch Court, this parcel of .14 acres of land was acquired by the City last year and is predominantly wetlands. Chair Robas asked about the management of the parcel by the City. Margaret Kirkland, 1377 Plantation Drive, spoke about the maintenance of wetland properties. Member Gillette asked about conservation easements. Dee Comstock, 2328 Sadler Road, inquired about the purchase history of the Ketch Court parcel and the reason why the City would acquire such properties.

North 14th Street, 3 parcels, predominantly wetlands. No member of the public wished to speak regarding these parcels.

Beach Access 18, Wally Greeves, 1906 First Avenue, clarified that there is a beach walkover over a dune and expressed a concern about the recreational zoning designation. Pamela Cooper, 1947 S. Fletcher Avenue, asked for clarity on maintenance of the beach walkover regardless of the zoning. Donna Haines, 1929 S. Fletcher Avenue, inquired about the zoning of other beach accesses. Margaret Kirkland, 1377 Plantation Point Drive, asked about the possibility of the Roosevelt Avenue right-of-way to become conservation.

Parcel Off of Robert Oliver Avenue, Melinda Nessmith-Picard, 2845 Robert Oliver Avenue, asked about permissible uses in the conservation zoning district and voiced concern of possible access of that parcel through Robert Oliver Avenue if any permissible conservation development occurs.

Kentucky Avenue and 3rd Avenue, acquired by the City in 2020. Paul Morrison, 2812 Kentucky Avenue, clarified that the Kentucky Avenue parcel is a wet piece of land.

ACTION TAKEN: A motion was made by Member Doster, seconded by Member Gillette to recommend approval of PAB case 2023-0036 to the City Commission as per the Staff Report recommendation; AND that PAB case 2023-0036 as presented is sufficiently compliant with the Comprehensive Plan and Land Development Code and applicable Florida Statutes to be approved at this time.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

6. BOARD BUSINESS

6.1 Election of Chair

ACTION TAKEN: A motion was made by Member Gillette seconded by Member Stevenson to re-elect Member Robas as Chair.

Vote upon passage of the motion was taken by Ayes and Nays, and being all ayes, carried.

6.2 PAB and HDC Joint Meeting - Scheduling for Wednesday, April 26, 2022, at 5pm.

Ms. Gibson encouraged members to suggest any topics they would like to add to the agenda of that Joint Meeting.

7. STAFF REPORT

7.1 PAB and City Commission Joint Meeting - Follow-up and Next Steps

Member Gillette suggested that Ms. Gibson relay the topics showing a higher level of urgency.

7.2 Commercial Redevelopment Obstacles - Upcoming Comprehensive Plan Amendment and LDC Edits

Ms. Gibson spoke of obstacles that may be preventing investment in commercial corridor re-development and noted that she will provide draft language to members for feedback regarding proposed amendments to the Comprehensive Plan and Land Development Code.

Ms. Gibson spoke of the upcoming trainings and meetings in March and April 2023.

8. PUBLIC COMMENT

No parties wished to speak.

9. ADJOURNMENT 7:00

_____ _____

Taylor Hartmann, Recording Secretary Victoria Robas, Chair