



AGENDA
FERNANDINA BEACH CITY COMMISSION
REGULAR MEETING
JUNE 7, 2016
6:00 P.M.
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 Christopher Capaldo of St. Peter's Episcopal Church.

4. PROCLAMATIONS

4.1. PROCLAMATION - ROTARY DAY

Recognizes May 26, 2016, as "Rotary Day" acknowledging 90 years of outstanding community service in Fernandina Beach and Nassau County provided by the Rotary Club of Fernandina Beach. Rotary Club President Mr. John Boylan, President Elect Ms. Pamela Crouser and Assistant Governor Shannon Brown will be present to accept the Proclamation. This item is placed on the agenda by the Honorable Mayor, John A. Miller.

Documents: [Proclamation - Rotary Day.pdf](#)

4.2. PROCLAMATION - RETIREMENT OF CAROL CIBEL

Recognizes Carol Cibel, upon her retirement after thirty-one (31) years and four (4) months of dedicated service to the City of Fernandina Beach. Carol Cibel retired on May 31, 2016.

Documents: [Proclamation - Carol Cibel.pdf](#)

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

6. CONSENT AGENDA

6.1. APPROVAL OF MINUTES

Regular Meeting – April 19, 2016; and Regular Meeting – May 3, 2016.

Documents: [Minutes Summary.pdf](#), [April 19 Regular Meeting.pdf](#), [May 3 Regular Meeting.pdf](#)

6.2. LEASE AGREEMENT - NASSAU ALCOHOL CRIME AND DRUG ABATEMENT COALITION

RESOLUTION 2016-65 APPROVING THE LEASE AGREEMENT BETWEEN THE NASSAU ALCOHOL CRIME AND DRUG ABATEMENT COALITION AND THE CITY OF FERNANDINA BEACH FOR RENTAL SPACE AT THE PECK CENTER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Synopsis: Approves the lease agreement with Nassau Alcohol Crime and Drug Abatement Coalition.

Documents: [Resolution 2016-65.pdf](#)

7. RESOLUTIONS

7.1. FACILITIES USE AGREEMENT - NASSAU ALCOHOL CRIME DRUG AND ABATEMENT COALITION

RESOLUTION 2016-44 APPROVING A FACILITIES USE AGREEMENT WITH THE NASSAU ALCOHOL CRIME DRUG AND ABATEMENT COALITION TO USE AIRPORT PROPERTY TO CONDUCT THE 5th ANNUAL 5K BEN BYRNS RUNWAY RALLY ON OCTOBER 22, 2016; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves a Facilities Use Agreement with the Nassau Alcohol Crime Drug and Abatement Coalition for the 5th Annual 5K Ben Byrns Rally on October 22, 2016.*

Documents: [Resolution 2016-44.pdf](#)

7.2. AWARD OF BID #16-02 – DUNMAR GROUP, INC.

RESOLUTION 2016-62 AWARDED BID #16-02 TO DUNMAR GROUP, INC. FOR THE INSTALLATION OF THE PIER AND KAYAK LAUNCH AT EGANS CREEK PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid # 16-02 to Dunmar Group, Inc. in an amount not to exceed \$149,114.12 for the installation of a pier and kayak launch at Egans Creek Park.*

Documents: [Resolution 2016-62.pdf](#)

7.3. AWARD OF BID # 16-04 - CREATIVE SERVICES & FENCE CO., INC.

RESOLUTION 2016-66 AWARDED BID #16-04 TO CREATIVE SERVICES & FENCE CO., INC. FOR WORK ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN AND CONSTRUCTION EAST AREA SECURITY ACCESS AND CONTROL PROJECT AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Awards Bid #16-04 to Creative Services and Fence Co., Inc. in the amount of \$188,291 for work at the Fernandina Beach Municipal Airport as outlined in the FDOT East Area Security and Access Control project.*

Documents: [Resolution 2016-66.pdf](#)

7.4. WORK ORDER # 16-65R - PASSERO ASSOCIATES, LLC

RESOLUTION 2016-67 APPROVING PASSERO ASSOCIATES, LLC'S WORK ORDER 16-65R TO PROVIDE CONSTRUCTION ADMINISTRATION AND ENGINEERING AND INSPECTION SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN AND CONSTRUCTION EAST AREA SECURITY ACCESS AND CONTROL PROJECT AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves Passero Associates, LLC's Work Order 16-65R to perform construction administration and engineering and inspection services for the East Area Security and Access Control project at the Fernandina Beach Municipal Airport.*

Documents: [Resolution 2016-67.pdf](#)

7.5. DEVELOPMENT AGREEMENT – RAYONIER PERFORMANCE FIBERS, LLC AND LIGNOTECH, FLORIDA, LLC

RESOLUTION 2016-68 APPROVING A DEVELOPMENT AGREEMENT WITH RAYONIER PERFORMANCE FIBERS, LLC AND LIGNOTECH, FLORIDA, LLC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves the Development Agreement with Rayonier Performance Fibers, LLC and LignoTech Florida, LLC.*

Documents: [Resolution 2016-68.pdf](#)

8. ORDINANCE – FIRST READING

8.1. CHARTER AMENDMENTS & REFERENDUM BY THE ELECTORS

ORDINANCE 2016-11 SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER WHICH AMEND SECTIONS 1, 6, 10A-10B, 12, 17, 21, 45, 58-62, 64, 71, 78-79, 81, AND 144 TO CHANGE FINANCE DIRECTOR TITLE FROM CONTROLLER TO COMPTROLLER, CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING, AND REVISING CERTAIN PROVISIONS TO BE CONSISTENT WITH STATE LAW; REPEALING SECTIONS 19, 26-28, 70, 77, 80 AND 123 BECAUSE THEY ARE PREEMPTED BY STATE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *Synopsis: Approves submitting various City Charter amendments and referendum to the City electors.*

Documents: [Ordinance 2016-11.pdf](#)

9. DISCUSSION – DIRECTION – ACTION ITEM

9.1. CITY MANAGER SIX MONTH EVALUATION – (CONTRACTUAL)

Documents: [City Manager six month evaluation.pdf](#)

10. CITY MANAGER REPORTS

11. CITY ATTORNEY REPORTS

12. CITY CLERK REPORTS

13. MAYOR/COMMISSIONER COMMENTS

14. 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.
 - IN ACCORDANCE WITH STATE LAW, ITEMS NOT ON THE AGENDA MAY BE BROUGHT UP FOR DISCUSSION BUT NO ACTION MAY BE TAKEN BY THE CITY COMMISSION. IF APPROPRIATE THE ITEM MAY BE SCHEDULED ON A FUTURE AGENDA.
 - 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.
 - FERNANDINA BEACH CITIZENS WILL SPEAK BEFORE NONRESIDENTS AND SPEAKERS WILL LIMIT REMARKS TO THE SPECIFIC SUBJECT MATTER.
 - DISCUSSION – DIRECTION - ACTION ITEMS MAY BE ACTED UPON BY THE CITY COMMISSION BY EITHER 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.

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**
Rotary Day

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Presentation**

SYNOPSIS: Attached is a Proclamation recognizing May 26, 2016, as "Rotary Day" acknowledging 90 years of outstanding community service in Fernandina Beach and Nassau County provided by the Rotary Club of Fernandina Beach. Rotary Club President Mr. John Boylan, President Elect Ms. Pamela Crouser and Assistant Governor Shannon Brown will be present to accept the Proclamation. This item is placed on the agenda by the Honorable Mayor, John A. Miller.

FISCAL IMPACT: N/A

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

DEPARTMENT DIRECTOR	Submitted by: Caroline Best, <i>Best</i> City Clerk	Date: 5/27/16
CONTROLLER	Approved as to Budget Compliance	Date:
CITY ATTORNEY	Approved as to Form and Legality	Date:
CITY MANAGER	Approved Agenda Item for 06/07/16 <i>DM</i>	Date: 5/27/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

Proclamation

WHEREAS, Rotary Clubs are located in many countries around the world. The Rotary Club is a secular organization open to all persons regardless of race, color, creed or political preference. There are more than 32,000 clubs and over 1.2 million members worldwide; and

WHEREAS, the purpose of the organization is to bring together business and professional leaders to provide humanitarian service, encourage high ethical standards in all vocations, and to help build goodwill and peace in the world; and

WHEREAS, the Rotary Club of Fernandina Beach was duly formed on May 26, 1926, with the guiding principle of “service above self” and by the grace of its dedicated members, has richly served the City of Fernandina Beach for 90 years; and

WHEREAS, through the years, the members of the Rotary Club of Fernandina Beach have selflessly devoted themselves to numerous community enrichment projects. Some of these projects include: awarding more than \$350,000 in scholarship funds to area high school graduates; supporting the Fernandina Beach High School Interact Club for 50 years; supporting Boy Scout Troop 89 for 80 years and distributing dictionaries to all Nassau County third grade students. These and countless other projects have enhanced the lives of Fernandina Beach citizens; and

WHEREAS, it is fitting and proper on this 90th anniversary of the Rotary Club of Fernandina Beach to recognize the tremendous impact of the Club’s philanthropy, volunteerism, and community service in the City of Fernandina Beach.

NOW, THEREFORE, I, John A. Miller, Mayor of the City of Fernandina Beach, do hereby proclaim May 26, 2016 as:

“ROTARY DAY”

in the City of Fernandina Beach and hereby thank the Rotary Club for fostering the ideal of service to others as a basis of worthy enterprise.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Official Seal of the City of Fernandina Beach, Florida, to be affixed this 7th day of June, 2016.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Proclamation**
Retirement of Carol Cibel

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: Presentation

SYNOPSIS: The intent of this Proclamation is to recognize Carol Cibel, upon her retirement after thirty-one (31) years and four (4) months of dedicated service to the City of Fernandina Beach. Carol Cibel retired on May 31, 2016.

FISCAL IMPACT: N/A

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

DEPARTMENT DIRECTOR	Submitted by: Robin Marley, HR Director	Date: 5/17/16
CONTROLLER	Approved as to Budget Compliance	Date:
CITY ATTORNEY	Approved as to Form and Legality	Date:
CITY MANAGER	Approved Agenda Item for 06/07/16 <i>DM</i>	Date: 5/17/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

Proclamation

WHEREAS, it is with heartfelt appreciation that the City of Fernandina Beach recognizes the retirement of Administrative Coordinator Ms. Carol Cibel for her long and distinguished thirty-one year career with the Fire-Rescue Department; and

WHEREAS, Ms. Cibel served as an Administrative Coordinator with professionalism, integrity, and expertise. Her daily operation of the Fire Department was efficient, well organized and productive. She was an accomplished and self-directed employee who required little direction; and

WHEREAS, for thirty-one years, Carol Cibel faithfully and thoroughly fulfilled her roles and responsibilities, frequently going above and beyond to ensure the tasks at hand were completed with meticulous attention to detail; and

WHEREAS, Ms. Cibel successfully managed a strong and competitive male dominated work environment with enduring good spirits, stalwart strength and sometimes, copious doses of tough love; and

WHEREAS, throughout her tenure, Ms. Cibel was continuously recognized as a highly capable, competent and efficient employee. She survived eighteen Fire Chiefs, thirty-one budget cycles and Kronos. Her contributions to the Fire-Rescue Department are vast and immeasurable; and

WHEREAS, Fire-Rescue Administrative Coordinator Carol Cibel retired on May 31, 2016. The sincere and conscientious efforts she demonstrated on the job during her thirty-one years and four (4) months of dedicated service have dramatically benefitted the City of Fernandina Beach, but none moreso than the members of the Fernandina Beach Fire-Rescue Department.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Fernandina Beach, Florida, that genuine and sincere gratitude is hereby expressed for the professional, loyal and selfless efforts of Fire-Rescue Administrative Coordinator Ms. Carol Cibel during her tenure of service.

BE IT FURTHER RESOLVED that a copy of this Proclamation is presented as a permanent matter of record in the proceedings of the City Commission as a testimonial of our sincerest thanks to

CAROL CIBEL

IN WITNESS WHEREOF, I, John A. Miller, as Mayor have hereunto set my hand and caused the Official Seal of the City of Fernandina Beach to be affixed this 7th day of June, 2016.

CITY OF FERNANDINA BEACH

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, April 19, 2016 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice-Mayor Robin Lentz, Commissioners Len Kreger, Tim Poynter, and Roy G. Smith. Also present were City Manager Dale L. Martin, City Attorney Tammi Bach, and City Clerk Caroline Best.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was then given by Mr. Greg Huntington.

4.1 PROCLAMATION – EARTH DAY: Mayor Miller read the Proclamation in full recognizing April 22, 2016, as “Earth Day” and presented a copy to Commissioner Kreger, board members of Keep Nassau Beautiful, members of the State Park, members of the Tree Conservancy, and members of Amelia Island Sea Turtles. Commissioner Kreger commented it is important to recognize “Earth Day” and recognized the people that walk the talk. He briefly explained the various things Fort Clinch does including utilizing solar, recycling, and using recycled materials. Mayor Miller recognized City employee Barb Rathmell who daily walks the beaches on her time to keep them clean.

4.2 PROCLAMATION – 53RD ANNUAL ISLE OF EIGHT FLAGS SHRIMP FESTIVAL: Mayor Miller read the Proclamation in full proclaiming April 29, 2016 through May 1, 2016 as “The 53rd Annual Isle of Eight Flags Shrimp Festival” and presented a copy to members of the Isle of Eight Flags Shrimp Festival Committee. Mr. Harry Harrison extended his thanks to everyone for working with them, and explained their goal was to improve every year. He reported this year on Friday night you can purchase an armband for \$20 and you can ride all the rides as many times as you want. He explained they hope to add a dunk tank and extended an invitation to the Mayor to be first to open the festival. He commented the idea is to get local principals and the money raised would go to the community schools.

4.3 PRESENTATION – COMMUNITY REDEVELOPMENT AREA (CRA) UPDATE: CRA Advisory Board Chair Arlene Filkoff extended condolences to the City Manager and his family on their loss. She reported the CRA Advisory Board would have a Special Meeting Friday afternoon, which will summarize the board’s findings over the past few months. She stated they have identified barriers, potential opportunities, and potential action steps to hopefully have time on the Workshop agenda to talk about those as well. City Manager Martin commented given the postponement of the Waterfront Workshop some of the conversations with Commissioners expressed a desire to move that forward to the next scheduled Workshop day, which would be the second Tuesday in May. He stated that would bump Special Events to the second Tuesday in June. There were no objections to the proposed schedule of City Commission Workshops.

4.4 PRESENTATION – HAZARDOUS WASTE CLEANUP & RECYCLE EVENT: Fleet & Facilities Maintenance Director Jeremiah Glisson reported the 2016 Hazardous Waste Cleanup & Recycle Event on April 16th was the best event the City’s had. He pointed out the City markets the event with a flyer in the utility bills, its posted on the City’s website, and information is distributed to various organizations. He stated 942 vehicles came through this event, and the hours were increased from 8-2 to 7-3. He commented the extra two hours helped with traffic flow and increased participation. He explained this event was up 200 vehicles over last year and most of what came in was hazardous waste (paint, chemicals, insecticides) and electronics was a big part. He commented curbside items such as plastic bottles and cans have been less ever since the City instituted the curbside recycling program. He presented a few slides showing pictures from the event, and explained this was the first time the City partnered with Barnabus to have a food drive, and 1,250 pounds of non-perishable food came in during the event. He pointed out the event took in 2 tons of tires, 60 cubic yards of household trash, 300 gallons of motor oil, and approximately 125 automobile batteries. He stated there wasn’t any data yet for

hazardous waste or electronics. He extended his thanks to Barnabus, Advance Disposal, Crystal Clean, Franciscan Earth Corps, UltraShred, US Ecology, and Fernandina Beach High School. He pointed out Fernandina Beach Youth Advisory Committee was instrumental during this event with student volunteers throughout the day to make this event a success. He extended his thanks to the students.

Commissioner Kreger commented the County also had an event Saturday and both events are thematic relative to "Earth Day". He stated the County had 248 cars, which was the largest event they have ever had. He pointed out the County's event was done under a grant and there is a potential where the City can combine to do a two site grant to possibly save the City significant dollars as well as look at more than once a year.

4.5 PRESENTATION – ADVANCED DISPOSAL: Mr. Greg Huntington, Municipal Marketing and Government Affairs Manager for Advance Disposal for the State of Florida and Southeast Georgia, introduced Mr. Jody Jackson the General Manager of the Stateline operations that service Nassau County. He commended the City for having a venue for hazardous materials, because a lot of times people don't know what to do with that stuff and it's thrown into their normal waste containers. He pointed out Advance Disposal provides a flag recycling program where people can bring their tattered flags, and a lot of times the cloth flags go through a flag retirement ceremony where they are burned. He stated the nylon flags go to a facility where they will become new flags. He explained their current partnership with the City was for waste collecting, recycling services, and yard waste. He provided a brief recap of the current partnership that as of July would be 8 years of service; 5,583 residential units; provide two day a week trash pickup, one day a week recycling, and one day a week yard waste which equates to nearly 268,000 services rendered on an annual basis. He pointed out they provide free services to the City including permanent weekly services at the high school and other events throughout the year. He stated Shrimp Festival services are done at cost, and they also do storm clean up. He explained that recycling is actually costing money due to a slowing global economy so the demand for certain recyclable commodities is decreasing. He pointed out China is much more particular about the items they are actually receiving, and with fuel prices down it is cheaper to use virgin material to make plastic bottles than it is to use old plastic bottles. He stated studies show with a bigger cart that you don't have sort it increases participation 30-40%, but the challenge is more times it creates more contamination. He explained it's estimated that it costs \$140.00 an hour to deal with one ton of contaminated load, because it has to be pulled out of the recycling stream and it eventually goes to the landfill. He pointed out they were now seeing a cost to process those materials. He commented Republic Services recycling processing facility is the only one in northeast Florida that processes single stream recycling, and at this time they are charging \$70 a ton. He stated prior to May 2013 they were producing a \$10 rebate for each ton being recycled, and from May 2013 to November 2014 it was cost neutral. He explained from December 2014 to April 2015 the recycling process fee increased to \$20 a ton; and May 2015 to 2016 it increased to \$40 a ton. He stated recently it went to \$70 a ton. He pointed out there were not provisions written into the contract that would allow for the City to share the burden of costs with the provider. He explained this presentation was to set the stage to be able to start working with staff to see if the current contract could be adjusted or to do a new contract to find a way to bear the burden together of the recycling costs.

Commissioner Poynter questioned if they were open to renegotiate the agreement. Mr. Huntington replied the agreement doesn't have any provisions in it for the City to help bear part of the burden of those costs. He pointed out if commodity trends come back then it may move back to where the value is shared. Commissioner Poynter questioned if the City were to renegotiate would the City need to go out for another Request for Proposals (RFP). City Attorney Bach explained staff can if the City Commission directs us to. It was noted the current contract had been extended a couple of times and goes to 2018.

Mr. Jackson explained they wanted to come to the City to try to find ways to minimize costs, and the contract becomes somewhat stagnant over time so this would refresh the contract. He noted there needs to be talk about recycling downtown, and recycling at commercial accounts. City Attorney Bach stated it has been 8 years so it would be up to the City Commission. Commissioner Kreger commented he thought a committee was being setup to look at the levels of service and the cost issues to determine what it is the City really needs to do. He stated after 8 years he thought an RFP would be appropriate. He explained Advance Disposal does a great job, but as a City we have a responsibility to check it out. He pointed out the cost to citizens has to be kept at a reasonable number, and that might require significant adjustments. Vice-Mayor Lentz inquired if Commissioner Kreger was suggesting an open meeting to find out what types of services citizens would like to see and use that data to put together an RFP. Commissioner Kreger noted the City did a survey at one time. Fleet & Facilities Maintenance Director Glisson explained staff conducted a survey in 2012 before renewing the contract with Advance. He clarified it solicited feedback about going to once a week pickup and it ultimately brought in the curbside program the City has now. He stated the contract with Advance expires in 2018 and staff planned to start a committee the first of next year to evaluate things to go out for bid before the contract is up. He pointed out this was coming forward sooner rather than later because the price increase was within three weeks of the prior price increase.

Commissioner Smith explained he didn't think it was right to renegotiate the contract, and expressed his opinion it has been long enough that it was time to put out for a new contract. Commissioner Poynter commented no one anticipated this level of increase on recycling, but it has been long enough that it should be put out again. There was further discussion about how to proceed with this keeping in mind the Comprehensive Plan related to recycling.

Mr. Michael Harrison, 820 Someruelus Street, questioned the cost per ton to put material in the landfill. Mr. Jackson replied \$24.25 per ton.

The consensus of the City Commission was to move forward with a RFP. It was noted that it has to be a mutual decision to terminate the existing contract.

4.6 BUDGET SUMMARY: Controller Patti Clifford was available to answer questions regarding the budget summary for March 2016.

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

OLD TOWN STREETS: Mr. Michael Harrison, 820 Someruelus Street, referred to Old Town Streets and reported that Mr. Mandrick's department has been doing an excellent job in providing a gravity sewer system. He stated the question as to what happens to the streets has yet to be finalized. He noted Mr. Mandrick was under direction to put the streets back as they were before work was started, and pointed out the majority of streets in Old Town are shell streets that have a limerock cap over the sand beneath them. He explained White Street and Estrada Street were blacktopped many years ago in order to provide a workable surface for trucks coming from the Poge plant. He commented with the black topped being cut demonstrates that the streets drain extremely well when there is a flood, and putting blacktopped back on that would be a retrograde step. He noted the estimated cost for asphalt was \$35,000 but the feeling of many in Old Town was to see uniform street surfaces throughout Old Town. He expressed his opinion the streets should be shell rather than blacktop. He requested the City Manager consider this and give direction to Mr. Mandrick. He commented Mr. Mandrick was proposing a surface of shell and sand, which would not have the same lime dust content that the existing streets have.

Utilities Director John Mandrick stated staff was putting the streets back the way they found them as far as asphalt and shell streets. He explained the shell streets would be limestone and wash shell with the coquina on top. He pointed out he was directed to put it back the way they found it, which is the way the City normally does utility work. After a brief discussion about the surface of the streets in Old Town, Commissioner Smith inquired about the mix of people that live on asphalt roads that like it or want to change it. Utilities Director Mandrick commented he heard a lot more of the shell people. He stated some of the people on White and Estrada feel like their road gets used more because it is easier traveled. Mr. Harrison suggested looking at the asphalt surface itself contributing to the flooding problem that the people on White Street suffer from. He commented a porous surface would limit that runoff. Commissioner Poynter explained his concern was flooding and erosion. He commented it didn't make sense to him to go back with a known problem, which is a hard surface where water goes onto other people's property. There was further discussion about the streets in Old Town, and *the consensus of the City Commission was to get input from the Streets Director before moving forward with the streets in Old Town and bring it back to the City Commission for formal approval.*

Mr. Harrison pointed out the Old Town guidelines call for shell streets, but it does allow for the continuance of asphalt streets as a cost saving measure. He suggested since approximately 60% of the asphalt has been ripped up maybe that cost saving needs to be revisited. He also suggested consulting all lot owners in Old Town not just the residents.

HORSES ON THE BEACH: Commissioner Smith reported he received an email from Ms. Sandra Lambert with regard to issues with horses on the beach again. He stated these issues need to be checked into. Ms. Sandra Lambert, 95425 Captains Way, briefly explained she witnessed a young man dumping horse poop into the ocean. She stated the man said the County Commission told him it was ok because it is biodegradable. She commented a year or so ago she wrote a letter to the editor talking about this. She pointed out she took pictures that showed that half of the horse poop was being left on the beach. *It was noted that this issue would be looked at by City staff.*

CITY BEAUTIFICATION: Mr. Joe Winston, 2857 Park Square Place East, representing the Art Gallery at 18 North 2nd Street, briefly commented of their renovation of the tiny diner into a gallery with an art education center. He stated in March 2008 the City Commission had a discussion about the abandoned properties on Centre Street, and the City negotiated with the property owners to make those abandoned properties into pocket parks. He noted there are other properties that have come into question in the past few months, and suggested until decisions can be made perhaps a partnership could be arranged to give it a better look. He explained they are making a strong effort on 2nd Street to bring their property to an interesting point. He expressed his concern about their adjoining neighbor that he had to call Code Enforcement about due to the way their trash was being stored. He requested the City revisit the idea of making arrangements on these properties that are falling into the river, because the City did a wonderful thing last time with the pocket parks.

6. CONSENT AGENDA: The following tem was on the Consent Agenda and was approved by one motion.

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of March 15, 2016 and the Special Meeting of March 29, 2016 were presented for approval. Staff recommended approval as presented. **A motion was made by Vice-Mayor Lentz, seconded by Commissioner Kreger, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2016-53 APPROVING THE SOLE SOURCE PURCHASE OF 1,000 WATER METERS WITH RELATED HOUSING AND COMPUTER SOFTWARE FROM SENSUS USA, INC. FOR THE UTILITIES DEPARTMENT: According to the agenda support documents, this Resolution approves the sole source purchase of water meters in the amount of \$99,440 from Sensus USA, Inc. City Manager Martin explained this request was to have a sole source contract with Sensus meters. He pointed out currently all the meters in the water system are associated with Sensus and they are read electronically. He stated this was to continue the process for the new meters expected in the system. **A motion was made by Commissioner Poynter, seconded by Vice-Mayor Lentz, to approve Resolution 2016-53.** Commissioner Kreger explained he had asked if this was the only meter that would work, and Utilities Director Mandrick said other meters can function but the life cycle of this meter was a preferred meter. He pointed out he would like to see that type of information in the justification of why the City was doing a sole source. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2016-54 APPROVING SOLE SOURCE CONTRACT FOR FUNDING THE CITY'S MOBILITY STUDY IN FISCAL YEARS 2015/2016, 2016/2017, AND 2017/2018: According to the agenda support documents, this Resolution approves Gillette and Associates, Inc. as a sole source vendor for the completion of a Mobility Study as described in the Scope of Services in an amount not to exceed \$25,000 in Fiscal Year 2015/2016. City Manager Martin stated this was for the mobility study that is associated with the County's mobility. City Planner Kelly Gibson explained staff was requesting to sole source this item to Gillette & Associates who completed the 2014 study with Nassau County. She stated they've developed a model and methodology that can be incorporated into the work that would be completed with the City. She pointed out it was an effort that was important to move toward a mobility fee structure, which is a holistic way to review transportation improvements throughout the community. She commented they are able to take into account bicycle, pedestrian, and multi-use paths at the same time and collect fees that would support the creation of that. She explained this is supported by the City's Comprehensive Plan in Element 2 – Multi-Modal Transportation Element. She pointed out this was for \$25,000 worth of work in this fiscal year and two additional years of contracted work to total \$75,000 to complete the full study. She stated the City was spacing the study out over three years to spread out the cost.

Commissioner Kreger questioned the savings by sole sourcing this. Mr. Nick Gillette, 20 South 4th Street, explained they went through two years of effort with the County and they learned what not to put in the plan. He stated they went through 18 months of public hearings of what the community wanted and what they didn't want. He commented there is a lot of data that isn't in the plan, because they knew what to exclude. He pointed out they worked with staff to phase this study, while the County took it all at onetime and spent about \$150,000 to \$200,000. He explained they would take what they know now and do Phase I and then build upon that to give the City the plan they want. He commented they have local knowledge and the history with the County. Commissioner Kreger inquired if Gillette & Associates has information that it is proprietary that isn't available if the City were to go out for Request for Proposals (RFP). Mr. Gillette replied it was knowledge, not information. Commissioner Smith inquired if the prices are negotiable. Mr. Gillette replied it was set up as a not to exceed. Commissioner Smith noted two items were open ended, and expressed his concern that those items could go way up. Mr. Gillette explained when they get into the plan and they realize they don't need those tasks they won't charge for it. He stated you start with the data and then they'll look at what the City needs. After some discussion about what was included in the price, Commissioner Poynter explained this Resolution was for work not to exceed \$25,000 and they would have to come back for anything more than the \$25,000. Commissioner Smith explained the City needs to know what is included in those two numbers. Mr. Gillette replied it was the same level of effort that they did for the County, but every mobility plan is different. He

commented it may be a \$50,000 effort and there may not be a need for a year three. Commissioner Smith stated he was not comfortable with open ended numbers. There was further discussion about the price and it was noted it was based on one public hearing for the Planning Advisory Board (PAB) and two for the City Commission. **A motion was made by Vice-Mayor Lentz, seconded by Commissioner Poynter, to approve Resolution 2016-54. Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Commissioner Poynter:	Aye
Vice-Mayor Lentz:	Aye
Commissioner Smith:	Nay
Commissioner Kreger:	Aye
Mayor Miller:	Aye

Motion carried.

7.3 RESOLUTION 2016-55 APPROVING THE REVISED LIST OF QUALIFIED ENGINEERING FIRMS: According to the agenda support documents, this Resolution approves the revised list of engineering firms including Jones Edmunds & Associates, Inc. City Manager Martin explained this was requesting to add Jones Edmunds & Associates engineering firm to the City’s list of qualified engineers. He stated this firm has expressed an interest to work with the City on the stormwater management plan. He pointed out the list of existing engineering firms was included in the packet, and in the near term staff would revisit the entire list. **A motion was made by Vice-Mayor Lentz, seconded by Commissioner Poynter, to approve Resolution 2016-55. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.4 RESOLUTION 2016-56 AWARDED RFP #16-01 FOR LABOR ATTORNEY SERVICES TO CONSTANGY, BROOKS, SMITH & PROPHETE, LLP: According to the agenda support documents, this Resolution awards a three year agreement (RFP #16-01) for Labor Attorney Services to Constangy, Brooks, Smith & Prophete, LLP. City Attorney Bach stated this Resolution was awarding the RFP for labor attorney services to Constangy, Brooks, Smith & Prophete, and staff recommended approval. **A motion was made by Vice-Mayor Lentz, seconded by Commissioner Kreger, to approve Resolution 2016-56.** Commissioner Poynter requested clarification of the process for the audience. City Attorney Bach explained the City issued a Request for Proposals (RFP) and there was an evaluation committee of three people (City Manager Martin, local attorney Jon Lasserre, and local attorney Teresa Prince) that decided Constangy, Brooks was the top ranked firm. She stated the firm is located in Jacksonville, and the committee recommended approval of the firm for a three year engagement with the City for labor attorney services. She pointed out if the City was in litigation the insurance company has a list of labor attorneys that they choose. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 FIRST READING OF ORDINANCE 2016-08 LAND DEVELOPMENT CODE AMENDMENT – LOT COMBINATION: City Attorney Bach read Ordinance 2016-08 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE SECTION 4.02.02 TO ALLOW LOT COMBINATION IN EXCESS OF 100 FEET FOR PROPERTIES WITHIN THE COMPREHENSIVE PLAN DEFINED JOB OPPORTUNITY AREAS WHICH FRONT NORTH FLETCHER AVENUE, SOUTH FLETCHER AVENUE, AND OCEAN AVENUE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” The public hearing was opened at this time.

Mr. Lynn Williams, 1899 South Fletcher Avenue, reminded the City Commission that this came before them a couple of years ago and it was voted down. He expressed his opinion that it should be voted down again. He also expressed his opinion that the idea that this is a good thing for the community because of jobs was nonsense. He commented if the price of the lots were half what they are they would be built on, but this is asking the City Commission to give a break to landowners to do something more than they have the right to do. He pointed out the lots are able to be built on now so the City wasn't taking anything from them.

Mr. John Cotner, 1627 Atlantic Avenue, disagreed with Mr. Williams. He explained he was looking at it as quality of life and the texture of our community. He stated the intersection of Atlantic Avenue and South Fletcher as well as the intersection of Sadler and South Fletcher is what he would consider nearing the blighted description. He commented his interest was to see those revitalized. He pointed out Main Beach used to be a vital vibrant area of the community, but it is pretty stagnant now. He explained 30 years ago there were things for kids to do, things for families to do, and it was an attraction for the community. He pointed out with the regulations the City has in place in terms of height, parking requirements, landscape buffers, etc. the City won't become like Fort Lauderdale or Panama City. He noted some think this involves all of South Fletcher, North Fletcher, and Ocean Avenue. He stated Ocean Avenue has no properties zoned commercially, and North Fletcher only has a small area zoned C-1. He explained this Ordinance was only for a couple isolated parcels, and expressed his opinion that it was in the best interest of the community to revitalize these areas.

Commissioner Smith inquired if Mr. Cotner did a drawing of what could be proposed on Atlantic. Mr. Cotner replied yes he did a concept for Mr. Caples showing what could happen if these properties could be combined. He explained if these people that own the properties work with each other you can actually come up with a plan that improves the pedestrian experience, the vehicular experience, and have mixed use. He pointed out today from the corner of South Fletcher west you can combine those lots, but when you turn the corner you cannot combine the lots. He stated on those C-1 lots they could build wall to wall with no view corridor under the current City regulations. Commissioner Smith commented you could put retail on 100 feet. Mr. Cotner replied 100 feet is very difficult based on the parking requirements, the landscape requirements, and the other criterion that has to be taken into consideration it is not viable.

Mr. Ron Sapp, 415 Alachua Street, explained in 1973 the design was for two condominiums to go out on South Fletcher Avenue and when they started to build them people in the community were absolutely outraged. He stated the community didn't want our beach to look like every other coastal area in the State of Florida. He pointed out the Commission at that time passed a 35 foot height limitation, and over the 24 year period that he served on the City Commission the number of applicants for exemptions has been astounding. He explained they all create jobs and they are all wonderful things for the City of Fernandina Beach. He commented over the years protections have been put in place, and one he introduced was to not allow the combination of lots for development purposes. He provided further comments about the protections the City Commission has put in place over the years, and requested the City Commission to respect the community consensus that started back in 1973 where the City doesn't want our oceanfront to look like other Florida ocean fronts.

Ms. Joan Bean, 141 North 15th Street, expressed her concern about where this was going and where it would end. She noted the corner of Atlantic and Fletcher is an eyesore, and commented it was a car wash many years ago. She stated she would not like to see any development on the ocean side. She requested the City Commission to judge this very carefully.

Mr. Michael Foran, 2493 Captain Hook Drive, expressed his opposition to lot combination and explained it was the character of the island. He stated they selected Fernandina Beach specifically, because it already has a set of codes it uses. He requested the City to abide by its set of codes.

Mr. Steve Hilker, 1530 Lisa Avenue, commented everywhere he sees around the City he sees explosive growth and development. He expressed his opinion that within a year or two those blighted areas are going to be developed as the City Commission and its predecessors wisely stipulated for that development to take place. He requested the Commission to not make the City like Daytona. He stated this City is a gem, and expressed his opinion that Fernandina Beach has an oceanfront ambiance that is unique for Florida seaside communities. He commented it was due to low key commercial type development and the emphasis on residential along the oceanfront. He provided further comments in opposition of the proposed Ordinance.

Ms. Debbie Webster, 274 South Fletcher Avenue, concurred with the previous speaker and Mr. Sapp. She expressed her hope the City Commission would keep the code that exists and follow that. She commented she could see Jean Lafitte becoming a cut through area for people coming down Atlantic and become an access road to South Fletcher, which would have strong implications for those neighborhoods. She explained she would like to see Fernandina Beach remain the same.

Mr. Joseph Gallerizzo, 730 Tarpon Avenue, concurred with the previous speakers in that codes are there for a reason and it has made the City what it is today. He commented if the City is looking to revitalize that area at Atlantic and Fletcher there are things that can be done with that property besides handing it over to someone else.

Ms. Julie Ferreira, 501 Date Street, noted that regulations can be changed and the decision tonight is about redevelopment, revitalization, and replacement. She commented when there is a strong storm laying the groundwork of what can come as a replacement needs to be thought of very carefully. She stated there was a community mandate 40 years ago that said no combining of lots in the beach area. She commented we are a bastion of old Florida, and people like that part of our community. She agreed with Mr. Williams that if this went to referendum she didn't think this would pass. She expressed her hope that the City Commission would continue the vision that the community has been based upon to maintain the quality of life. She provided further comments against this item.

Mr. Eric Hatton, 95612 Arbor Lane, explained the beach side was his main concern, but he didn't think you could separate the two. He expressed his hope the City Commission would protect the uniqueness of the City. He commented there will be those in the future that will want to exploit the island and everything else that we love. He pointed out every Commission before have voted this down, and people still come to Amelia Island. He provided further comments in opposition to lot combination.

Mr. George Sheffield, 28 South 7th Street, stated he has a love of the beach and the last thing he wants to do is see any changes on the beach. He explained his family has invested a lot of money in this community in their businesses. He pointed out Mr. Hall and his family own Hall's Beach Store and Hammerhead as well as the two adjoining properties and the Surf Restaurant further down the beach. He commented 98% of the properties out there are dedicated to R-1, R-2, and R-3 now and he wouldn't change that. He explained this was for 31 properties and since they wanted to expand the Hammerhead it would directly affect them. He agreed with not going higher than 35 feet high or changing any of the other regulations the City has. He stated to do what they want to do it isn't economically feasible to do with the limitations that the City has. He pointed City staff supported this a year ago as well as the PAB. He explained they were asking to be able to combine lots to make it a little more economically feasible,

and to level the playing field. He pointed out they are not going to upset any view corridors, and they are not adding to traffic.

Mr. Lowell Hall, 95036 Rainbow Acres Road, stated he was partners with Mr. Sheffield and owns the properties at the corner of Sadler. He pointed out this only affects three small areas, and explained that Sadler is at the end of a four lane corridor as well as Main Beach. He commented at the end of Sadler there already is a 10,000 square foot restaurant and a three story hotel. He stated at Main Beach there is a hotel sitting on the corner and a residential condominium sitting on the other corner. He explained they were planning to expand 1,000 to 2,000 square feet of deck space between the two properties (Hall's Beach Store and Hammerhead). He provided further comments about his history in the community and that he has done is due diligence to know it was not going to do anything to harm the people of this City. He requested to be able to combine these lots so they could remove what would have to be a firewall through the middle of what is now a common space. He urged the City Commission to pass this text amendment.

Mr. David Caples, 1617 Atlantic Avenue, presented an aerial to show the area that was being talked about. He commented a majority of this area sits vacant at this time. He pointed out someone needs to take a leadership role and find a way the City can accelerate a blighted area that doesn't look like Amelia Island at all. He referred to the concept Mr. Conter put together and stated they would like to propose something with a beach look to it with a downtown Centre Street feel to it. He commented there could be an office, a gas station, a number of restaurants, etc. He pointed out this property has sat for 38 years with nobody to take care of it, because no one has had the creativity to go ahead to try to bring it around. He requested the City Commission to give it good thought.

Mayor Miller requested clarification from staff. City Planner Kelly Gibson presented a map from the Property Appraiser's website and explained these areas have been identified with an overlay that includes the job opportunity areas. She stated this was talking specifically about properties along South Fletcher and North Fletcher. She pointed out the applicant was requesting a change to the Land Development Code (LDC) that would allow for lot combination in excess of 100 feet along South Fletcher and North Fletcher that would only be applied to commercially zoned properties and those that are described in the Comprehensive Plan as job opportunity areas (shown in Element 12). She explained the applicants requested a restriction that only includes those properties as identified within the Comprehensive Plan. She pointed out you can combine lots along Atlantic Avenue that could be done today in excess of 100 feet as well as those properties along Tarpon Avenue. She commented it was problematic for parcels along North Fletcher if they should develop and want to combine beyond the 100 foot area (where the waterslide was previously located). She pointed out the other properties already developed in the area are well in excess of 100 feet. She presented maps to further illustrate the areas in question. She pointed out this exact amendment did appear before the City Commission previously in 2014, and it was approved at first reading and denied at second reading. She stated the request was found to be consistent with the Comprehensive Plan (Element 12 – economic development specific to job opportunity areas that would allow for higher quality, high value commercial development). She explained this was also consistent with the current development pattern of commercial properties that for the most part exceed the 100 foot lot width. She commented it is supportive of objective 1 in the Future Land Use element 1.04 directing the destination activity centers to be identified along Seaside Beach and Main Beach corridors. She stated it would also promote better pedestrian level activity, and staff recommended approval of the request as well as the PAB recommended approval of the request.

Mayor Miller inquired why the beachside properties couldn't be removed from this. City Planner Gibson replied the applicant's request doesn't specify that it only applied to the west side. She commented it

could be denoted in the applicant's request to only apply to the west side properties identified. Commissioner Smith questioned how big could the lot be made with the combination. City Planner Gibson replied it could only be combined to the extent of the commercial zoning. Commissioner Smith inquired if there was any control over what this would look like. City Planner Gibson replied the City doesn't have any design level control, but having development that is unified provides a nicer design than a segmented development approach. Commissioner Smith questioned what could be built on these lots. City Planner Gibson replied anything that is allowed under the C-1 zoning. She pointed out it was not the most intensive commercial zoning district, but it does allow for a wide range of commercial activities.

Commissioner Kreger commented he was on the PAB when this was approved 7-0 and then the City Commission didn't approve it. He explained as a City Commissioner he has a responsibility to the public, and on this he had phone calls and emails with almost all opposed to it. He noted the Comprehensive Plan requires the City to do an overlay at Main Beach, and stated he'd like to see the City become aggressive and look at an overlay there. He commented he believed 14th Street requires the same thing. He stated he supports the concept, but he has a hard time supporting the change.

Commissioner Poynter explained for the 17 years he has lived here the corner of Atlantic and South Fletcher have looked just like that. He commented the City has rules that make it so hard for anyone to move something forward in a cohesive way. He noted potentially what is going to happen next to Sliders is a tiny hotel. He stated they have two lots and they wanted to have an open area with glass that you could see through as a view corridor, but the City was not going to allow them to do that. He explained they are going to put a wall right on the property line and they are going to build two smaller hotels that would look the same, but it would be one big block. He commented it is going to be a bad design and be bad for the look of the community. He provided further comments in support of the proposed amendment which works toward a common goal. There was an extensive discussion about how to proceed including the idea of putting it to the voters with a referendum, and that the proposed amendment is a possible solution to the issue. It was noted that commercial development is already allowed under the existing code. ***A motion was made by Vice-Mayor Lentz, seconded by Commissioner Poynter, to approve Ordinance 2016-08 to only include the west side of the street.*** Mayor Miller referred to the parcels at Main Beach and questioned how many C-1 lots were on the beach side between Sandy Bottoms and Elizabeth Pointe Lodge. City Planner Gibson replied two and they are currently combined. Mayor Miller inquired what affect would approval of this amendment have on that property. City Planner Gibson replied it could potentially allow for combination with the adjoining site. She stated today it would be allowed to be developed on as is, and it does exceed the 100 foot width. There was some discussion about the property on the beach side both at Main Beach and by Seaside Park. Mayor Miller commented last time he approved this at first reading, because it made sense but between first reading and second reading he did more research and changed his mind. He noted that all the information is available to everybody. He referred to the properties under 100 feet and commented that goes to the argument of why the City shouldn't do this. He stated he heard the comments about equal playing field, and pointed out the playing field was at that level when these purchases were made. He provided further comments against this item. He questioned if the beach side could be pulled off and be brought back to the City Commission again. City Planner Gibson replied you could be specific that it only applies to the west side properties of South Fletcher.

Vice-Mayor Lentz inquired if there were any beach accesses in those corridors. City Planner Gibson replied no. Commissioner Poynter questioned if the ocean could be pulled out and have this only apply to the west side. City Planner Gibson replied you would see if the applicant was agreeable with that modification. She stated the City Commission could stipulate that you might be willing to approve such a request. Mr. Hall agreed with the modification to the west side only. Vice-Mayor Lentz amended her

motion to only include the west side of the street. Commissioner Poynter concurred with the amendment. Commissioner Smith commented that was more agreeable, but expressed his opinion that it needed to be on a referendum to let the people decide. *Vote upon passage of the motion was taken by ayes and nays and was as follows:*

<i>Vice-Mayor Lentz:</i>	<i>Aye</i>
<i>Commissioner Poynter:</i>	<i>Aye</i>
<i>Commissioner Kreger:</i>	<i>Nay</i>
<i>Commissioner Smith:</i>	<i>Nay</i>
<i>Mayor Miller:</i>	<i>Nay</i>

Motion failed.

Mayor Miller inquired if this could be brought back without the west side on it. Ms. Gibson explained you have to wait a year before the same applicant could request it. She stated another applicant could request it before that point.

The City Commission took a brief recess at this time.

9.1 SECOND READING OF ORDINANCE 2016-05 LAND DEVELOPMENT CODE AMENDMENT – TRADE SERVICE: City Attorney Bach read Ordinance 2016-05 by title only, which was as follows: “AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE SPECIFIC TO THE TABLE OF LAND USES CHAPTER 2, SECTION 2.03.02 TO ALLOW TRADE AND REPAIR SERVICES WITHIN THE C-1 ZONING DISTRICT AND ADDING SUPPLEMENTAL STANDARDS TO CHAPTER 6, SECTION 6.02.28 SPECIFIC TO C-1 ZONED PROPERTIES, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.” The public hearing was opened at this time and there being no comments from the floor the public hearing was closed. **A motion was made by Vice-Mayor Lentz, seconded by Commissioner Smith, to approve Ordinance 2016-05.** Commissioner Poynter questioned if the City Commission wanted to make an amendment to this code, but not to other codes. Mayor Miller stated it was a trade service code. Commissioner Poynter explained this was changing the zoning. City Attorney Bach stated this was a Land Development Code (LDC) text amendment to change the table of uses. She explained this was to allow trade services and add it to the table of uses. City Planner Gibson replied it was to allow that particular service (trade service) to exist within C-1 zoned properties, and allow for it to be included subject to supplemental standards. She pointed out it also identifies the supplemental standards that are required for properties that are C-1 zoned that would contain trade and service repair.

Ms. Julie Ferreira, 501 Date Street, requested clarification of the definition of trade and repair services that would be added to C-1. Ms. Gibson explained trade and repair services would be businesses such as HVAC, electrical, plumbing, contracting type services that would be allowed within the C-1 zoning district. She stated it would be traditional trades that you would see at a vocational school. She pointed out car repair is identified separately within the table of land uses. **Vote upon passage of the motion was taken by ayes and nays and was as follows:**

Vice-Mayor Lentz:	Aye
Commissioner Smith:	Nay
Commissioner Kreger:	Aye
Commissioner Poynter:	Aye

10.2 SUNDRY SHOP AT THE ATLANTIC RECREATION CENTER: City Attorney Bach explained the backup information included a copy of the facility use agreement. She stated it was a three year agreement initially awarded in 2011 and there were two one year renewals. She pointed out the renewal expired in March and Commissioner Smith requested to know how the City was going to move forward. Commissioner Smith commented when he attended a meeting at the recreation center he thought it was odd that there was a private business in there. He stated a City or municipality should not be competing against the taxpayers, and there are a lot of buildings around here that are empty. He questioned why the City built it if the City didn't have a use for that space. He commented he sees a lot of problems with this. He stated the City Commission should ask the Parks and Recreation Advisory Board what could be put in there that would be recreation for the City. He expressed his opinion the City shouldn't be in the business of being a landlord. He commented the City could put out a contract for a concessionaire for a five month period. He explained there is the potential that it could look like a conflict of interest, because Ms. Kathy Russell works for the City. He noted that the recreation bus has been used to take diving trips, and questioned who paid for the bus.

Vice-Mayor Lentz inquired when the building was built what was its intended purpose. Parks and Recreation Department Director Nan Voit explained it is a 2,500 square foot building with a multipurpose classroom, a swim team meeting room, a swim team storage room, a small concession area, and a sundry shop to sell a variety of items for the patrons from educational books to goggles and other water related items. She stated the concession stand is open approximately 11 weeks out of the year, and the swim team uses it quite often with their swim meets. She commented the City had great intentions of being able to run the sundry shop, but when you put it on paper you see the expense. She pointed out some items have been in there 4-5 years because there is not a lot of traffic. She explained the traffic is from the patrons of the swimming area or people specifically looking for scuba or swim materials. She stated it also has greenway and lighthouse stuff. Vice-Mayor Lentz commented she agreed with some of what Commissioner Smith said, and noted the need to offer these items. She expressed her concern with an employee that fairly bid on this, but she sort of had the inside track she knew what the City was looking for. She explained she was not sure any employee should ever be able to enter into some type of facilities use agreement or offer a service, because it is a conflict of interest.

Commissioner Poynter stated he didn't think there was anything shady, but he thought it was a bad policy. He explained he didn't think the City should allow City employees to have businesses that are being operated at the same time that they are being City employees getting paid in the same location. He pointed out the tennis player is an independent contractor and the City tracks what he does and the City gets a portion. He commented if Ms. Kathy Russell wanted to run a scuba place there he didn't have a problem with that, but she shouldn't be a City employee doing it. He stated you can't use the equipment of the City to do your business on the side. Parks and Recreation Director Voit clarified there was no City equipment being used by Mr. Northy or Ms. Kathy Russell. She pointed out the Recreation Department takes people everywhere on trips not just scuba. Commissioner Poynter questioned if the van is used to take people to a scuba dive. Parks and Recreation Director Voit stated that is run through the City's revenue account, because it is a service that Parks and Recreation runs. She explained the City vehicles go to a variety of different places and scuba diving is few and far between for the open water check out dives.

City Attorney Bach explained back when this contract was first considered she suggested to Ms. Kathy Russell to get an ethics opinion from the Commission on Ethics, but that doesn't change what the perception is. She stated there is nothing illegal about it, there is nothing unethical under the State Code of Ethics, or the City's Code of Ethics. She commented it was at the pleasure of the City Commission

how to move forward. Commissioner Smith expressed his opinion the City shouldn't do it regardless, but if the City does the City should at least get fair rent for the property.

Commissioner Kreger noted that this was bid and there were no other bidders. He commented it is a crummy location, and it puts Ms. Kathy Russell in a bad spot because the appearance of it is not good. Mayor Miller inquired how Ms. Russell separates her time from when she is working aquatics and Greenway to when she was doing scuba. Parks and Recreation Director Voit replied Ms. Russell has employees that work the building, and her work schedule is not 8-5 because the department is 7 days a week. She explained Ms. Russell adjusts her time and works more than 40-50 hours for the City a week and then when she is going back to that building it is completely separate and she changes her uniform. She stated the president of the company is Mr. Northy, and the concession stand is run by a gentleman that is only there during the summer. She commented the concession stand was a complete loss and that was why the department wanted to get rid of it. She explained you cannot run a concession stand when you have 45 people that come to the pool a day that bring their coolers. She pointed out they are in the business of leasing to non-profit organizations at the Peck Center for very low cost. Commissioner Smith expressed his opinion that the City shouldn't rent property to profit making companies. Mayor Miller inquired about the history of this business. Parks and Recreation Director Voit replied the City had an empty sundry shop that the City had the intention to purchase items, staff it, and sell the materials. She commented the City isn't in the business of running that type of business so the City sent it out for Request for Proposals (RFP) with specific items. She stated the City wanted things that would be conducive to the pool, the lighthouse, the Greenway, and any of the department's operating programs. She explained the City only received one proposal, and that building is off the beaten path so you don't know it's there unless you walk into the pool. She commented these are important things to remember and consider when we think about the future of this particular facility. There was further discussion about matter and what to do with the sundry shop. It was pointed out the Parks and Recreation Department provides open water scuba instruction and that is run strictly through the City.

City Attorney Bach noted that the City Commission did not want to continue with Scuba Station in that facility. She suggested getting input from the Parks and Recreation Advisory Board or City staff of what should go in the sundry shop. Commissioner Smith stated it is a recreation building and there should be a recreation thing in there rather than a private store. Mayor Miller pointed out that scuba is a recreation activity, and it was difficult to go to Georgia to get tanks filled. He explained this wasn't just Ms. Kathy Russell it was the gentleman that has the contract to operate that building. He stated it is very important to have a filling station if you are going to have a scuba program. Parks and Recreation Director Voit requested because we are running into the peak season to continue with a month to month to get them through the summer before making a big change. She stated that would give them time with the Parks and Recreation Advisory Board and staff to discuss options, but they need some time to think about it. Commissioner Poynter suggested the City Manager and staff develop a plan of how to move forward. He explained he was fine with getting through the season, and staff has the Commission's feeling on City employees running businesses inside City facilities. City Attorney Bach stated the City Manager and she could make sure that whatever is done with this it specifically says no City employees. Vice-Mayor Lentz commented that City employees should not be eligible to bid on something, because it is such a conflict of interest. City Attorney Bach noted that staff needed to work on an ethics code or a policy going forward. ***The consensus of the City Commission was to allow Scuba Station to continue month to month to get through the season and in the meantime staff would make plans for suggestions.***

Commissioner Smith requested a better checks and balances of what the City was getting the 10% and 20% on. Mayor Miller commented he heard the word "shady" a few times and explained he knows Ms. Kathy Russell well and she is an upstanding and fantastic City employee.

A citizen briefly explained he uses the pool numerous times a week. He pointed out the sundry shop has a variety of goggles for patrons to buy. He stated the sundry shop is a wonderful thing, and in the big picture it helps get everyone healthy. He noted the shop will teach you how to scuba dive and there are things there to purchase to get you going and you don't have to go to Georgia.

10.3 STORMWATER MASTER PLAN UPDATE REQUEST FOR PROPOSAL (RFP): City Manager Martin explained this RFP was what Utilities Director Mandrick and he put together based on other RFPs. He reported that this RFP would be published immediately. Commissioner Kreger commented he reviewed the RFP and it is pretty comprehensive. He stated his only concern was to be ready to accept and be shovel ready for the \$900,000 State grant. He suggested phasing the RFP to figure out what the schedule is. City Manager Martin commented he believed Mr. Jacobs said the City had about a year to spend the \$900,000 but the City hasn't been officially notified yet.

CITY MANAGER REPORTS:

THANKS: City Manager Martin expressed his thanks to everyone for their support following the unexpected passing of his father. He extended a special thanks to Ms. Bednar for managing his schedule during his absence and for Mr. Marshall McCrary for his leadership and direction of staff during that time.

CONGRATULATIONS: City Manager Martin extended his congratulations to Mr. Jeremiah Glisson for executing the recycling event.

TRAINING: City Manager Martin reported the Human Resources Department and the Police Department hosted training for City employees on customer service and emergency action.

WORK DAY: City Manager Martin announced that tomorrow would be his work day with the Water and Wastewater Department.

VOLUNTEER LUNCHEON: City Manager Martin stated that Thursday is the Nassau County Volunteer Luncheon.

PORT CHARTER REVIEW: City Manager Martin explained that the Port Charter Review Committee meets Monday in Hilliard.

UNION NEGOTIATIONS AND BUDGET PREPARATIONS: City Manager Martin pointed out that Union negotiation preparations and budget preparations have started.

GOLF COURSE: City Manager Martin stated the Fernandina Beach Municipal Golf Course will be closed on June 2nd to do course-wide aeration. He pointed out Friday nights in the month of April the Golf Course would be having gourmet burger nights and drink specials from 5-7 pm, and next month's Friday menu would be fried chicken.

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

CITY CLERK REPORTS:

CONDOLENCES: City Clerk Best extended her condolences the City Manager.

TRAINING: City Clerk Best reported the City Clerk's Office attended the Irate Customer and Active Shooter Training, and extended her thanks to the Human Resources Department and the Police Department for putting the training together.

RECYCLING EVENT: City Clerk Best stated the City Clerk's Office participated in the recycling event this past weekend and the City disposed of a little over 100 boxes that had met retention.

MAYOR/COMMISSIONER COMMENTS:

CONDOLENCES: Vice-Mayor Lentz extended her condolences to the Martin family.

THANKS: Vice-Mayor Lentz extended her thanks to Mr. Jeremiah Glisson for putting together a great recycling event. She stated there was a lot of great feedback from the people that participated. She also extended thanks to the Youth Advisory Committee for their efforts in recruiting volunteers to cover shifts during the recycling event. She reported the committee will meet tomorrow and expressed her hope the City Commission would give their blessing for them to compete in a video competition through the Florida League of Cities about why they love their City.

TOUR: Commissioner Smith reported that he toured Micah's Place and the Barnabus facility. He commented it is amazing what these facilities do in the community.

MEETING: Commissioner Kreger stated he attended the Northeast Florida Regional Council meeting and when A1A finishes all the lights will be synchronous to include delayed reds based on speeds of vehicles.

CIVIL RIGHTS BUS TOUR: Commissioner Kreger reported he attended the Civil Rights bus tour and commented he learned the Washington Senators Minor League used to do spring training at Central Park.

AIRPORT WELCOME CENTER: Commissioner Kreger commented the Airport Welcome Center meeting would be held Thursday.

CONDOLENCES: Mayor Miller extended his condolences to the City Manager during this difficult time for his family. He also expressed his concern when he read about the passing of Mr. Burton Bright. He noted Mr. Bright had been on the Parks and Recreation Advisory Committee possibly since the first year.

THANKS: Mayor Miller reported he attended a couple of Planning Advisory Board (PAB) meetings and a workshop. He stated the City's boards and committees do their research as well as putting in their time and effort. He expressed his thanks for their hard work.

ADJOURNMENT: There being no further business to come before the Commission, the meeting was adjourned at 10:17 pm.

DRAFT

MINUTES
City Commission Regular Meeting
April 19, 2016
Page 17 of 17

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

The City Commission of the City of Fernandina Beach, Florida, met in a Regular Meeting on Tuesday, May 3, 2016 at 6:00 pm in the City Commission Chambers. Present were Mayor John A. Miller presiding, Vice-Mayor Robin Lentz, Commissioners Len Kreger, Tim Poynter, and Roy G. Smith. Also present were City Manager Dale L. Martin, City Attorney Tammi Bach, and City Clerk Caroline Best.

Mayor Miller called the meeting to order and led the Pledge of Allegiance to the Flag. The invocation was then given by American Legion Chaplain Bruce Malcolm.

PROCLAMATION - MUNICIPAL CLERKS WEEK: Mayor Miller read the Proclamation in full recognizing May 1–7, 2016, as “Municipal Clerks Week” and presented a copy to City Clerk Caroline Best. City Clerk Best expressed thanks on behalf of Municipal Clerks across the Country and here locally for this Proclamation. She acknowledged and recognized the City Clerk’s Office staff for their diligence and professionalism, because without a combined effort they could not accomplish the wide variety of responsibilities that the office is tasked with.

PROCLAMATION - PEACE OFFICERS MEMORIAL DAY & POLICE WEEK: Mayor Miller read the Proclamation in full proclaiming May 15, 2016 as “Peace Officers Memorial Day” and May 15–21, 2016 as “Police Week” and presented a copy to Chief James T. Hurley. Chief Hurley stated it was an honor to accept the Proclamation on behalf of the men and women of the Fernandina Beach Police Department. He pointed out it was vitally important that the City Commission and the community recognizes the service that officers provide on a daily basis, and to recognize the four individuals that lost their life while serving the community. He expressed his thanks on behalf of the Police Department and expressed his appreciation of the good work of the Police Department.

4.1 PROCLAMATION – RETIREMENT OF LIEUTENANT JACK L. BRADLEY: Mayor Miller read the Proclamation in full recognizing Lieutenant Jack L. Bradley, upon his retirement after twenty-one (21) years and three (3) months of dedicated service to the City of Fernandina Beach, and presented a copy to Lieutenant Jack L. Bradley who retired on April 30, 2016. He thanked Lieutenant Bradley for his service, and recognized him for the impact he has made on the community. Lieutenant Bradley expressed his thanks for the Proclamation. Mayor Miller presented a plaque in honor of Lieutenant Bradley’s retirement and in recognition of 21 years of service. Chief Hurley briefly explained early in his career with the City they decided the City needed a volunteer presence, and Mr. Bradley was always a very important part of that group as the liaison to the Police Auxiliary Corps. He stated the department will miss Jack’s sense of humor. He pointed out had Jack stayed around for a while there was no question that the City would have promoted him. He explained Sunday afternoon the Police Department presented Jack with his retirement badge and promoted him to the rank of Police Captain.

The City Commission took a brief recess at this time.

4.2 PROCLAMATION - PEACE OFFICERS MEMORIAL DAY & POLICE WEEK: The City Commission deviated from the agenda and heard this item second.

4.3 PROCLAMATION - MUNICIPAL CLERKS WEEK: The City Commission deviated from the agenda and heard this item first.

4.4 PRESENTATION – COUNCIL ON AGING: Ms. Janice Ancrum, Council on Aging, introduced Mr. Mike Hays – Council on Aging Transportation Director for Nassau Transit. She explained the Council on Aging provides the only mode of public transportation in our community. She stated they have a bus service Monday through Friday and they go to Jacksonville as well as they have a shopper

shuttle that goes to Yulee and River City Marketplace. She pointed out they service all areas of the County and have eight bus stops all over Nassau County. She explained they can take you anywhere for \$1.00 each way. Mr. Hays pointed out the Island Hopper service is for both residents and visitors. He stated there are hourly loops on the north half of the island with designated bus stops and times or someone could wave them down along the route. He explained the initial route was developed from input from the City Manager as well as the Amelia Island Trolley Service. He stated the loops would start and end at the corner of Ash and Front Street and briefly explained the route on the island. He pointed out there are connections in Fernandina Beach that would take you out to Yulee, Callahan, Hilliard, River City, and Jacksonville. He explained there is a one-time cost of \$6,500 to \$7,000 to repair a 10 passenger bus. He commented there is a cost of \$12.50 per loop to cover the fuel, the drive, and maintenance. He stated the City gets to decide how many loops per day, how many days per week, and how many weeks per month.

Mr. Colin Campbell, WestRock Manager of Training and Community Relations, pointed out corporate citizenship and caring about communities where WestRock operates and where their employees live and work is part of WestRock's core values. He stated to thrive as a whole there are different aspects of the community that need care, and they are proud to partner with organizations that offer support to efforts to provide access to transportation. He noted the Island Hopper offers an amenity that can help enhance the community. He reported that WestRock was going to take care of the \$6,500 to get the van moving. Mr. Hays thanked Mr. Campbell. He commented even if the Island Hopper service isn't continued beyond its trial period the bus itself will remain in service. He referred to the monthly operating costs and explained in partnership with the City the Nassau County Council of Aging has agreed to split the cost with the City. He pointed out the Council on Aging was looking to do the service at least through Labor Day. He stated the Island Hopper is just one component of an expanded countywide regionally connected public transit system. Ms. Ancrum commented they were very excited about this opportunity. She expressed her thanks to the City Commission for their help to Council on Aging through the years.

Mayor Miller briefly commented this was great for visitors where they could park their car during their vacation and use this service to get around. He stated it was also fantastic for people that work in the community to be able to flag down the bus. He extended thanks to WestRock. He briefly explained an organization called "Gratitude America" does workshops for military service members with Post Traumatic Stress Disorder (PTSD) and their family members that include counseling exercises and other activities. He stated this group is saving families and lives. He pointed out he approached WestRock about this organization and they funded a program for the island and it was a great success.

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

OLD TOWN STREETS: City Manager Martin reminded the City Commission that at the previous meeting he was asked to obtain input from staff on the restoration of Old Town Streets. He explained based on discussions with Streets Maintenance Manager Rex Lester, Utilities Director John Mandrick, and Community Development Department Director Marshall McCrary as well as input from residents of Old Town he didn't see a reason to deviate from the original plan of restoring the pavement that was in place prior to the project. He stated he found it hard to find compelling reasons related to public health, safety, and welfare to not respect the request of the people that live in the affected area along White Street. He explained he expected in next year's budget to have a pavement management system to do engineering and analysis of all City streets, and Old Town would receive the attention it deserves to move forward. He commented he believed it was in the

best interest to simply restore the streets as was originally planned with the pavement that was in place before the project started.

Mr. Andy Mock, 212 Estrada Street, expressed his thanks to the City since they were going to restore the roads. He commented it has been a challenge with the way it is now, and stated any future paving that the City does would be greatly appreciated.

Ms. Jennifer Harrison, 820 Someruelus Street, presented a map to illustrate the historic nature of Old Town showing how the streets are laid out. She expressed her opinion there still would be all the problems they've had before. She commented she didn't know if the City was planning to put swales along the side of the blacktop roads to catch the drainage that goes down the streets. She pointed out berms have been built across driveways, and it was environmentally unfriendly to have asphalt roads. She explained it would be nice to create streets that are attractive and welcoming to visitors. She stated the original historic entrance to Old Town came through the town gates on Towngate Street and then down Someruelus Street. She suggested creating a serpentine effect on White Street so there are areas on White Street that are porous, which could help with drainage and slow down traffic. She urged the City Commission to consider having catchment areas for the runoff or some another alternative.

Mr. Michael Harrison, 820 Someruelus Street, commented he thought in putting back asphalt entirely across White Street you would be missing an opportunity to conduct a controlled experiment trying alternative surfaces that would not generate dust. He explained he would like to move away from a black or white alternative of asphalt or shell and encourage the City Commission to look at other alternatives to provide drainage, less dust, and an aesthetic fit with the history of Old Town. He also suggested looking at traffic patterns in Old Town as well as the other aspects in a thorough review of the Old Town traffic system. He presented a handout dated April 24, 2008 where that same idea was postulated.

Ms. Pat Gass, 801 White Street, stated she was tired of trying to fix things that aren't broken. She explained when Old Town was brought into the historic district they were trying to save the grid. She commented someone thought they needed guidelines and shell streets. She pointed out she was for asphalt on White Street, and that she has had it for 41 years. She stated for the first 21 years she lived with a dirt road to her west and for the last 20 years she has lived with a shell road to the west. She explained between the two she prefers the dirt, and provided further comments in support of paving White Street. She commented a thought would be to do pavers like St. Michael's did for their parking lot that has grass. She noted that asphalt can't be done everywhere because there isn't the system for stormwater. She pointed out never in her 41 years in Old Town have they had a community meeting and appointed anyone to be their spokesperson. She stated Old Town is unique and will always be unique.

Mr. Diwell Wallace, 1011 White Street, explained he has been an Old Town resident for 35+ years. He commented he didn't know who suggested the dirt and the shell, but at times the dust is at the tops of 40 foot trees. He pointed out they are inhaling that dust. He noted some are concerned about drainage, but you need to be able to breathe before you swim. He pointed out the problem needs to be resolved, and after speaking with the City Manager he agreed to start on this.

Commissioner Smith commented he has been out to Old Town and those two streets aren't regular asphalt, but was surface treatment. He suggested looking at the price of putting surface treatment out there, which is liquid asphalt that has spread stone on it and is compacted.

HISTORICAL DOCUMENTS: Ms. Wanda Hair, 1664 Scott Road, explained she has volunteered for many years with the Shrimp Festival Committee and other local non-profits. She stated over recent years she has become very close friends with Ms. Rosa Adams. She pointed out Ms. Adams was extremely instrumental in the early coordination and publicizing of the annual Shrimp Festival as well as many other promotional events of the City of Fernandina Beach in the early 1960's. She explained Ms. Adams requested her to hand deliver a CD of historical documents to the City of Fernandina Beach for the preservation of our local history for future generations. She stated Ms. Adams wanted this information archived with the City. This information was presented to the Mayor for inclusion in the City's records. Mayor Miller reported he has seen a lot of this information that Mr. Lowell Hall gave him from a file Ms. Adams put together.

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

6.1 APPROVAL OF MINUTES: According to the agenda support documents, the Minutes of the Regular Meeting of April 5, 2016 were presented for approval. Staff recommended approval of the Minutes as presented. **A motion was made by Commissioner Poynter, seconded by Commissioner Kreger, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

6.2 RESOLUTION 2016-57 APPROVING THE EXTENSION OF WATER SERVICES OUTSIDE THE CORPORATE LIMITS; ACCEPTING THE VOLUNTARY ANNEXATION PETITION FOR ONE (1) PARCEL CONTAINING APPROXIMATELY 0.35 ACRES LOCATED AT 2860 BOB WHITE LANE: According to the agenda support documents, this Resolution authorizes the extension of water services to the property owner identified, whose property is located outside the corporate limits of the City at 2860 Bob White Lane and noted as parcel 00-00-30-0050-000E-0060, and approves the Voluntary Annexation Petition. Staff recommended approval of Resolution 2016-57 as presented. **A motion was made by Commissioner Poynter, seconded by Commissioner Kreger, to approve the recommendation. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.1 RESOLUTION 2016-58 APPROVING AN AMENDMENT TO THE BUDGET FOR FISCAL YEAR 2015/2016: According to the agenda support documents, this Resolution approves the transfer of funds in the amount of \$37,734 from the City Manager's Office to Community Development Department for personnel expenses. City Manager Martin explained this amendment was related to the transition of Mr. McCrary from the City Manager's Office to the Community Development Department to cover the expenses and make sure they are appropriately accounted for. **A motion was made by Commissioner Poynter, seconded by Vice-Mayor Lentz, to approve Resolution 2016-58. Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

7.2 RESOLUTION 2016-59 AWARDED BID #16-01.1 TO FLORIDA FLOATS, INC. DBA BELLINGHAM MARINE INDUSTRIES FOR FERNANDINA HARBOR MARINA BREAKWATER DOCK SAFETY IMPROVEMENTS AND ENHANCEMENTS: According to the agenda support documents, this Resolution awards Bid #16-01.1 to Florida Floats, Inc. dba Bellingham Marine Industries

for the Fernandina Harbor Marina Breakwater Dock Safety Improvements and Enhancements project. Marina Director Joe Springer explained staff was looking to award the bid to Bellingham Marine to continue the repair, maintenance, infrastructure changes, and improving the breakwater dock. He pointed out the main wall that is keeping the Marina where it is right now they've noticed that some of the original timbers go back 25 years. He commented old things have a tendency to break. He explained they know they can't go out at one time and get the entire breakwater fixed so last year they did a small section. He stated this year they would be doing the north end from the Marina office store to the north end of the Marina. He reported there were two responses to the bid 16-01.1 and Bellingham was about \$15,000 more expensive, but they didn't take this on just the lowest bid. He stated Bellingham built the docks and have been here to improve the docks, but looking at the package there was insufficient information from the other company to include them in the bid. He requested the City Commission award the bid to Bellingham Marine to continue with the project they already started. **A motion was made by Commissioner Kreger, seconded by Vice-Mayor Lentz, to approve Resolution 2016-59.** Commissioner Kreger pointed out this was a grant funded expenditure and the City was only paying \$5,600. Marina Director Springer explained Ms. Cheryl Lily found grant money so this \$190,000 project is going to cost the taxpayers \$5,000. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

8.1 SECOND READING OF ORDINANCE 2016-07 CODE AMENDMENT – CITATIONS: City Attorney Bach read Ordinance 2016-07 by title, which was as follows: "AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES SECTION 1-12 REGARDING PENALTIES FOR CODE VIOLATIONS, BY PROVIDING FOR CITATIONS TO BE ISSUED TO VIOLATORS OF ANY CITY ORDINANCE; AMENDING SECTION 2-396, TITLED JURISDICTION, BY PROVIDING FOR CITATION APPEALS TO SPECIAL MAGISTRATE; AMENDING SECTION 2-399 BY PROVIDING FOR APPEALS TO SPECIAL MAGISTRATE FOR CITATIONS ISSUED FOR VIOLATIONS OF THE CITY LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE." The public hearing was opened at this time and there being no comments from the floor the public hearing was closed. **A motion was made by Commissioner Poynter, seconded by Vice-Mayor Lentz, to approve Ordinance 2016-07.** Commissioner Smith commented he was glad that this was being handled so the City can take care of code problems. **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.1 BOARD APPOINTMENT - GREENS AND OVERSIGHT COMMITTEE: According to the agenda support documents, there was one (1) appointment for the Greens and Oversight Committee. **A motion was made by Commissioner Poynter, seconded by Vice-Mayor Lentz, to approve Mr. Bob McKain to the Greens and Oversight Committee.** **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

9.2 BOARD APPOINTMENTS - CODE ENFORCEMENT AND APPEALS BOARD: According to the agenda support documents, there were two (2) appointments for the Code Enforcement and Appeals Board. **A motion was made by Commissioner Kreger, seconded by Commissioner Smith, to recommend approval of Ms. Marlene Chapman and Ms. Gail Shults as alternates to the Code Enforcement and Appeals Board.** **Vote upon passage of the motion was taken by ayes and nays and being all ayes, carried.**

CITY MANAGER REPORTS:

STORMWATER RFQ: City Manager Martin reported staff was in the process of publishing the Request for Qualifications (RFQ) to go out for the stormwater design aspect.

ADVANCE DISPOSAL: City Manager Martin explained the City Attorney and he reached out to Advance Disposal regarding their presentation from the last meeting. He stated Advance Disposal has requested a meeting and staff was awaiting their proposed meeting.

AIRPORT: City Manager Martin pointed out the City received several applications for the Airport Manager position, and staff was reviewing those. He stated staff was also working on responding to the Federal Aviation Administration (FAA) complaints, and the response is due May 20th. He commented the City Attorney was coordinating a meeting with FAA officials in Orlando prior to that response. He explained he made a request to the Florida Department of Transportation (FDOT) regarding \$1.1 million dollars scheduled for 2020/2021 that the Airport was ready to spend the money now. He clarified the request was for the FDOT to swap out money that the Airport would get then to someone else's money that wasn't in a position to spend the money right now.

MARINA: City Manager Martin referred to the northern expansion of the Marina and reported the City Attorney and he met with Mr. Jacobs and Mr. Semmes from ATM about moving the channel, which is a precursor to expanding the Marina northward. He explained he requested ATM provide a proposal to prepare that application to the Army Corps of Engineers.

WORKSHOP: City Manager Martin reminded the City Commission the Waterfront Workshop was scheduled for Tuesday, May 10th at 5:00 pm.

SHRIMP FESTIVAL: City Manager Martin stated he thoroughly enjoyed his first Shrimp Festival.

CITY ATTORNEY REPORTS:

SHRIMP FESTIVAL: City Attorney Bach commented she also enjoyed the Shrimp Festival.

CHARTER AMENDMENTS: City Attorney Bach reported the Charter Amendments Ordinance would be brought for first reading on June 7th and second reading would be July 5th. She stated this would give time to provide the ballot language. She reminded the City Commission that these amendments were just housekeeping items.

CONTRACT MANAGEMENT: City Attorney Bach explained the Legal Department was looking at software for contract management, and that would be in the next budget. She reported staff was working on standardizing contracts to include the City's contract conditions.

CITY CLERK REPORTS:

CONDOLENCES: City Clerk Best extended her condolences to the Richo family on their tragic loss.

NASSAU COUNTY AWARDS: City Clerk Best reported she attended the Nassau County Awards Luncheon last week and extended her congratulations to all the Nassau County Volunteers.

MAYOR/COMMISSIONER COMMENTS:

NASSAU COUNTY AWARDS: Commissioner Kreger stated he attended the awards luncheon and the Vice-Mayor did a great job on the presentation.

SHRIMP FESTIVAL: Commissioner Kreger commented he was in the Shrimp Festival parade and suggested next year the City have a float for all the Commissioners. He stated he worked the City booth on Saturday and there was a lot of positive contact with the community with City staff.

RAYONIER: Commissioner Kreger reported he attended the Rayonier community quarterly meeting with the City Manager.

TRANSPORTATION: Commissioner Kreger explained the County has setup a strategic transportation committee that will deal with transportation countywide. He pointed out Council on Aging has stops to all the food pantries, which is a need we have in our community.

STORMWATER: Commissioner Kreger pointed out the stormwater RFP will include evaluating stormwater issues and come up with an appropriate design to take care of that for the entire City.

THANKS: Commissioner Smith extended his thanks to the Shrimp Festival Committee for a well-run event.

KUDOS: Commissioner Poynter extended kudos to City staff for their efforts with Shrimp Festival. He commented it is always magical when you come down Monday morning and it was like nothing has ever happened. He expressed his appreciation to everyone that was involved in that.

THANKS: Commissioner Poynter extended his thanks to Captain Bradley and noted he has done a lot for people in this community.

MEETING: Commissioner Poynter reminded the community that his meeting was this Thursday at 6:00 pm at Café Karibo.

THANKS: Vice-Mayor Lentz expressed her thanks to Captain Jack Bradley and his wife for his service to the community. She commented today she spoke with the civics classes at Fernandina Beach Middle School about local government, and it was great to be able to brag about how great our Police Department and Fire Department are. She thanked the Police Department and the Fire Department for working so hard during Shrimp Festival. She also thanked the Shrimp Festival Committee.

NASSAU COUNTY AWARDS LUNCH: Vice-Mayor Lentz stated the luncheon was wonderful and was a reminder of the great people that we have here.

NAMING POLICY: Vice-Mayor Lentz reminded the City Commission of the discussion about a naming policy for buildings that was voted down. She expressed her opinion that the City needs a policy, and requested those that had issue to modify it so that it could be brought back to have a policy in place. Commissioner Poynter stated he didn't think the City needed a policy. He pointed out the City has named buildings and streets without a policy, and the City can continue to do that when it is merited. He explained it should be left to the will of the Commission at the time when it seems most appropriate to do it. Vice-Mayor Lentz commented as government there should be a procedure. Commissioner Kreger noted that whatever it is would be a judgement factor of the City Commission. He stated he thought the City was ok without it, and he didn't think a procedure was necessary in this case.

DRAFT

MINUTES
City Commission Regular Meeting
May 3, 2016
Page 8 of 8

LIGNOTECH: Commissioner Smith pointed out the County Commission would be meeting next week about the Lignotech proposal and the incentives for it.

RETIREMENT: Mayor Miller briefly commented it was an honor to have his name on the plaque for the retirement of Captain Jack Bradley.

SHRIMP FESTIVAL: Mayor Miller reported he received a couple of calls about Shrimp Festival regarding the blocking of the right-of-way with tape. He noted a lot of members in the downtown community will stake that off so people can't park there. He commented people maintain and care for the right-of-way, but the problem was people charging people to park in the City right-of-way. He requested to make sure that doesn't happen anymore. He noted the non-profit organizations with food booths for a lot of them the sales from Shrimp Festival pays for their entire year. He stated he received some calls about trash blowing into the water, and a group of kayakers would be getting together next year to clean up during the event.

CONDOLENCES: Mayor Miller extended his condolences to the Richo family on their tragic loss.

ADJOURNMENT: There being no further business to come before the Commission, the meeting was adjourned at 7:17 pm.

ATTEST:

CAROLINE BEST
City Clerk

JOHN A. MILLER
Mayor-Commissioner

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-65**
Lease Agreement – Nassau Alcohol Crime and Drug Abatement Coalition

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-65**

SYNOPSIS: The City of Fernandina Beach is engaged in leasing rental space to non-profit tenants in the Peck Center. The Nassau Alcohol Crime and Drug Abatement Coalition wishes to execute a new lease agreement for the space at the Peck Center, referred to as Suite 211. The leased premise consists of approximately 618.80 square feet.

The Nassau Alcohol Crime and Drug Abatement Coalition will pay a monthly base rent of \$338.08. The term of the new lease agreement is for two years and may be renewed for three additional one-year terms with 90 days' notice from the Nassau Alcohol Crime and Drug Abatement Coalition and approval of the City Manager.

FISCAL IMPACT: Peck Rent is included in the City's General Fund.

2016/2017 CITY COMMISSION GOALS: (As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-65. *DEM*

DEPARTMENT DIRECTOR	Submitted by: Tammi E. Bach, City Attorney	Date: 6/1/16
CONTROLLER	Approved as to Budget Compliance <i>PHC</i>	Date: 6/1/16
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 6/1/16
CITY MANAGER	Approved Agenda Item for 6/7/16 <i>DEM</i>	Date: 6/1/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-65

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE LEASE AGREEMENT BETWEEN THE NASSAU ALCOHOL CRIME AND DRUG ABATEMENT COALITION AND THE CITY OF FERNANDINA BEACH FOR RENTAL SPACE AT THE PECK CENTER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach is engaged in leasing rental space to non-profit tenants in the Peck Center; and

WHEREAS, the Nassau Alcohol Crime and Drug Abatement Coalition wishes to execute a new lease agreement for the space at the Peck Center, referred to as Suite 211. The leased premises consists of approximately 618.80 square feet; and

WHEREAS, the Nassau Alcohol Crime and Drug Abatement Coalition will pay a monthly base rent of \$338.08; and

WHEREAS, the term of the new lease agreement is for two years and may be renewed for three additional one-year terms.

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

SECTION 1. The City Commission hereby approves the lease agreement with Nassau Alcohol Crime and Drug Abatement Coalition, attached hereto as Exhibit "A".

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

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

ADOPTED this 7th day of June, 2016.

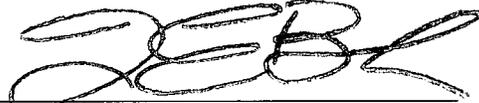
CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Caroline Best
City Clerk



Tammi E. Bach
City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as "Agreement", by and between the **CITY OF FERNANDINA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "Lessor," and **Nassau Alcohol Crime and Drug Abatement Coalition**, a Florida Non Profit Corporation, and its assigns, subject to Section 9 below, hereinafter referred to as "Lessee", or "Tenant".

WITNESSETH:

WHEREAS, the said Lessor desires to demise, lease and rent unto the Lessee, and the said Lessee desires to rent and lease from Lessor space located at 516 S. 10th Street Suite 211, Fernandina Beach, Florida, as described on Exhibit "A" (the "Building"), together with all improvements thereon and appurtenant rights thereto including, without limitation, parking areas, easements, declarations and rights of way. The "Premises" (as defined below) is more fully described on the floor plan attached hereto as Exhibit "B"; and

WHEREAS, the Building contains approximately twenty nine thousand three hundred and eighty (29,380) rentable square feet and the leased premises shall consist of approximately six hundred eighteen and eighty tenths, (618.80), rentable square feet (collectively, the "Premises"), and includes without limitation, all heating, venting, air conditioning, mechanical, electrical, elevator and plumbing systems, roofs, walls, foundations, fixtures, and nonexclusive parking spaces, including legally required handicap-striped spaces, all such parking is provided by Lessor at no additional cost.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, the Lessor does hereby demise, lease and rent unto the said Lessee and the Lessee does hereby rent and lease from the Lessor the Premises, under and pursuant to the following terms and conditions:

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. Term. This Lease shall be effective on June 1, 2016, (the "Effective Date") and shall expire on May 31, 2018 (the "Termination Date"), unless renewed as hereinafter provided (the "Term"). Each twelve (12) month period beginning on the Effective Date or any anniversary thereof shall hereinafter be called a "Lease Year."

2. Rent. Lessee agrees to pay as an initial annual base rent ("Rent") of three hundred thirty eight dollars and eight (\$338.08), based on a one dollar and seventy five cents (\$1.94) per rentable square foot amount. Thereafter, the Rent shall be adjusted annually in accordance with Section 3 herein below.

(a) Lessee shall pay Rent in the amount of three hundred thirty eight dollars and eight cents (\$338.08) per month in advance on the first day of each calendar month, such monthly installment to be prorated for any partial calendar month in which the Effective Date or Termination Date shall occur. Rent shall be payable without demand by the Lessor, and shall be subject to sales tax in the amount of 7%, unless Lessee provides Lessor with proof of tax exempt status. All amounts (unless otherwise provided herein) other than the Rent and the adjustments thereto described in Section 3 hereof owed by Lessee to Lessor hereunder shall be deemed additional rent.

(b) Except as otherwise provided in this Lease, it is the intention of the parties that the Lessor shall receive the rents, additional rents, and all sums payable by the Lessee under this Lease free of all

by Lessee to Lessor hereunder shall be deemed additional rent.

(b) Except as otherwise provided in this Lease, it is the intention of the parties that the Lessor shall receive the rents, additional rents, and all sums payable by the Lessee under this Lease free of all taxes, expenses, charges, damages and deductions of any nature whatsoever (except as otherwise provided hereinafter) and the Lessee covenants and agrees to pay all sums (including rent taxes) which except for this Lease would have been chargeable against the Premises and payable by the Lessor, unless the Lessor provides Lessor with proof of tax exempt status.

3. Annual Rent Adjustments.

(a) The annual Rent shall be subject to an annual increase per Lease Year, on the anniversary of the Effective Date as set forth herein. Lessee shall automatically increase said payments, without formal notification by the Lessor that such increase is due. The rental rate shall be adjusted each lease year based on change in Consumer Price Index (CPI) – All Urban Consumers South Urban Region – All Items (base year 1982-84=100), as published by the United States Department of Labor – Bureau of Labor Statistics. Such CPI change will be computed each year using the index data two months prior to the Effective Date and any change will be implemented and effective with the onset of a new Lease Year.

(b) Delinquency In Payment Of Rent. Delinquency Charge. A delinquency charge of one and one-half percent (1-1/2%) per month shall be added to any rental payment, which is rendered more than ten (10) days delinquent.

(c) Place of Payment. All payments due Lessor from Lessee shall be made payable to the City of Fernandina Beach, and delivered or mailed to 1180 South 5th St. Extension, Fernandina Beach, Florida 32034, attention Utility Billing. All payments of rent shall be made when due, without any statement or specific invoice required.

4. Renewals.

(a) If the Lessee is not in default on the terms and conditions of the lease, including but not limited to the payment of rent, and has not been in default on the terms and conditions of the lease within the past year, the Lease may be renewed and extended with the written mutual agreement of both parties. The City/Lessor reserves the right to make changes to the terms and conditions of this lease including the right of Lessor to collect additional rent, and the cost for common area maintenance and operating expenses after the initial one (1) year term of this lease. The option to renew this Lease shall be for three (3) additional periods of one (1) year each, next immediately ensuing after the expiration of the initial Term of this Lease and the subsequent renewal periods by notifying Lessor in writing not less-than ninety (90) days before the expiration of the immediately preceding initial Term or subsequent renewal Term of this Lease of the Lessee's intention to exercise its option to renew, but Lessee shall have no option to extend this Lease beyond three (3) renewal periods of one (1) year each after the initial Term. In the event that Lessee so elects to extend this Lease, then, for such extended period of the Term, all of the terms, covenants and conditions of this Lease shall continue to be, and shall be, in full force and effect during such extended period of the Term hereof.

5. Condition of Premises. Lessee agrees that they have inspected the Leased Premises, and agree to accept the Premises in the current as-is condition.
6. Use of Premises. Lessee may occupy and use the Premises during the Term for purposes of the operation of a Licensed Daycare and Preschool, and such other purposes as shall be permitted by applicable law, ordinances and regulations, provided other permitted uses do not conflict with the uses of any other tenants in the Building. Lessee may operate during such days and hours as Lessee may determine, without the imposition of minimum or maximum hours of operation by Lessor and Lessee shall have access to the Premises, and may operate, up to 24 hours per day, seven (7) days per week, and 365 days per year. Lessor represents and warrants that the Premises may be used by Lessee for the use stated hereinabove under applicable laws, ordinances, rules and regulations ("Laws") including, without limitation, zoning Laws. In the event at any time after the Effective Date of this Lease the use of the Premises as a Licensed Daycare and Preschool becomes illegal by reason of acts not within Lessee's control, notwithstanding any other permitted uses, the Lessee may terminate this Lease and thereafter neither party shall have any obligations hereunder after the date of termination.
7. The parties agree that this agreement shall be construed as a "Lease Agreement" and Lessee shall not engage in any business on the Premises other than those services specified in section 6 above.
8. Lessee shall comply with all federal, state, county, City and local laws, rules, codes and regulations that may apply to the conduct of the business contemplated herein.
9. Lessee shall not cause or permit to occur:
 - (a) Any violation of any federal, state or local law, ordinance or regulation now or later enacted, related to environmental conditions on, under, or about the Premises, or arising from Lessee's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or
 - (b) The use, generation, release, manufacture, refining, production, processing or disposal of any hazardous substance on, under, or about the Premises.
10. Lessee's obligations under Section 2, 3, 14 and 15 of this Agreement shall survive the expiration or termination of this Agreement or any renewal thereof.
11. During the term of this Agreement, Lessee shall have the right, at its expense, to place in or on the Premises, a sign or signs identifying Lessee. Said sign or signs shall be of a size, shape and design, and at a location or locations, approved and permitted by Lessor and in conformance with any overall directional graphics or sign program established by Lessor. Lessee shall also comply with any sign code regulations and obtain all permits required. Lessor's approval shall not be unreasonably withheld. Notwithstanding any other provision of this Agreement, said sign(s) shall remain the property of Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the Premises at the expiration of the term of this Agreement, or any extension term.
12. Leasehold Improvements. Lessee shall not make any structural changes, additions, removal

or improvements to the Premises without first obtaining Lessor's written consent or approval of such changes.

(a) Any such Lessor-approved improvements made by Lessee shall remain the property of the Lessee until the expiration or termination of this Lease at which time such improvements shall become the property of Lessor. Lessee shall at all times maintain all improvements constructed on the Premises in good condition.

(b) Lessee shall not permit any mechanic's or other liens to be placed upon the Premises, at any time, in connection with any such leasehold improvements.

13. Insurance. Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, with the entire premium for said coverage's to be paid entirely by the Lessee, the following insurance:

(a) Comprehensive general liability insurance protecting Lessee and Lessor against any and all liability by reason of Lessee's conduct incident to the use of the Premises, caused by or arising out of any wrongful and/or negligent act or omission of Lessee, in the minimum amount of \$1,000,000.00; and

(b) The insurance specified in Section 14(a) shall name Lessor as an additional insured. The insurance coverage specified in Section 14(a) shall not be terminated or changed without providing at least thirty (30) days written notice to Lessor. Lessee shall provide Lessor with certificates of insurance evidencing coverage. If, at any time, Lessee does not have the required insurance, or such insurance is materially modified, canceled, or not renewed, Lessor may immediately terminate this Lease Agreement without liability, fee or penalty.

(c) Lessor and Lessee mutually agree to notify each other in writing as soon as practicable of any claim, demand or action arising out of an occurrence covered hereunder of which either party has knowledge, and to cooperate with each other in the investigation and defense thereof.

14. Indemnification. Lessee agrees to assume liability for and indemnify, hold harmless, and defend the Lessor, its elected officials, officers, employees, representatives, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of Lessee, its officers, employees, agents, and representatives. Lessee's liability hereunder shall include all attorney's fees and costs incurred by the Lessor in the enforcement of this indemnification provision. This includes claims made by the employees of Lessee against the Lessor, and Lessee hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the Lessor may have under the doctrine of sovereign immunity or

Section 768.28, Florida Statutes.

15. Independent Contractor. In conducting its operations hereunder, Lessee acts as an independent contractor and not as an agent of Lessor. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

16. Assignment. This Agreement, or any part thereof, may not be assigned, transferred or subleased by Lessee, except to affiliate companies, by process or operation of law or in any other manner whatsoever, without the prior written consent of Lessor, which consent will not be withheld unreasonably.

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

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

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

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

(a) Notice is provided in writing, delivered by either party, three (3) months prior to the desired termination date of the Lease Agreement. Rent, taxes and insurance shall be paid by Lessee through the date of termination;

(b) The abandonment of the Premises by Lessee for activities related with such organization;

(c) The default by either party in the performance of any of the terms, covenants and conditions of this Agreement, and the failure of such defaulting party to remedy or to undertake to remedy to the other party's satisfaction such default for a period of thirty (30) days after receipt of notice from the non-defaulting party to the defaulting party to remedy same; or

(d) Damage to or destruction of all or a material part of the Premises necessary to the operation of Lessee's business or services.

19. Entire Agreement. This Agreement constitutes the entire agreement and understanding

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

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

21. Notice. Any notice given by one party to the other in connection with this agreement shall be in writing and shall be sent by certified mail, return receipt requested, with postage and certification fees prepaid, to the following addresses:

Lessee: NACDAC
Attn: Susan Woodford
516 S. 10th Street Ste 211
Fernandina Beach, FL 32034
Telephone: (904)277-3699

Lessor: City of Fernandina Beach
City Manager
204 Ash Street
Fernandina Beach, FL 32034
Telephone: (904)310-3100

22. Governing Law and 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.

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

on part of the Lessee to be performed.

24. Attorney's Fees. Should either party bring suit to enforce its rights under this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs of such suit, including appeals, to be paid by the non-prevailing party.

25. Obligation Upon Termination. Upon termination of this Lease, all obligations of either party hereunder to the other shall cease and terminate, and the Lessee agrees that upon the termination of this Lease, it shall quit and surrender the Premises in as good order and condition as existed at the time of the initial occupancy and only reasonable wear and tear being accepted.

26. Non-Exclusivity. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right.

27. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

IN WITNESS WHEREOF, the parties have executed this Agreement on 1st day of June, 2016.

“LESSOR”
City of Fernandina Beach

By: _____

Printed Name: Dale L. Martin

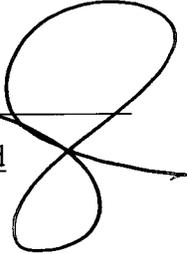
Its: City Manager

“LESSEE:
Nassau Alcohol Crime & Drug Abatement
Coalition

By: _____

Print Name: Susan Woodford

Its: Executive Director



ATTEST:

By: _____

Printed Name: Caroline Best

Its: City Clerk

ATTEST:

By: Deborah Smithson

Printed Name: Deborah Smithson

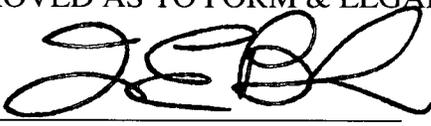
Its: Admin Assistant

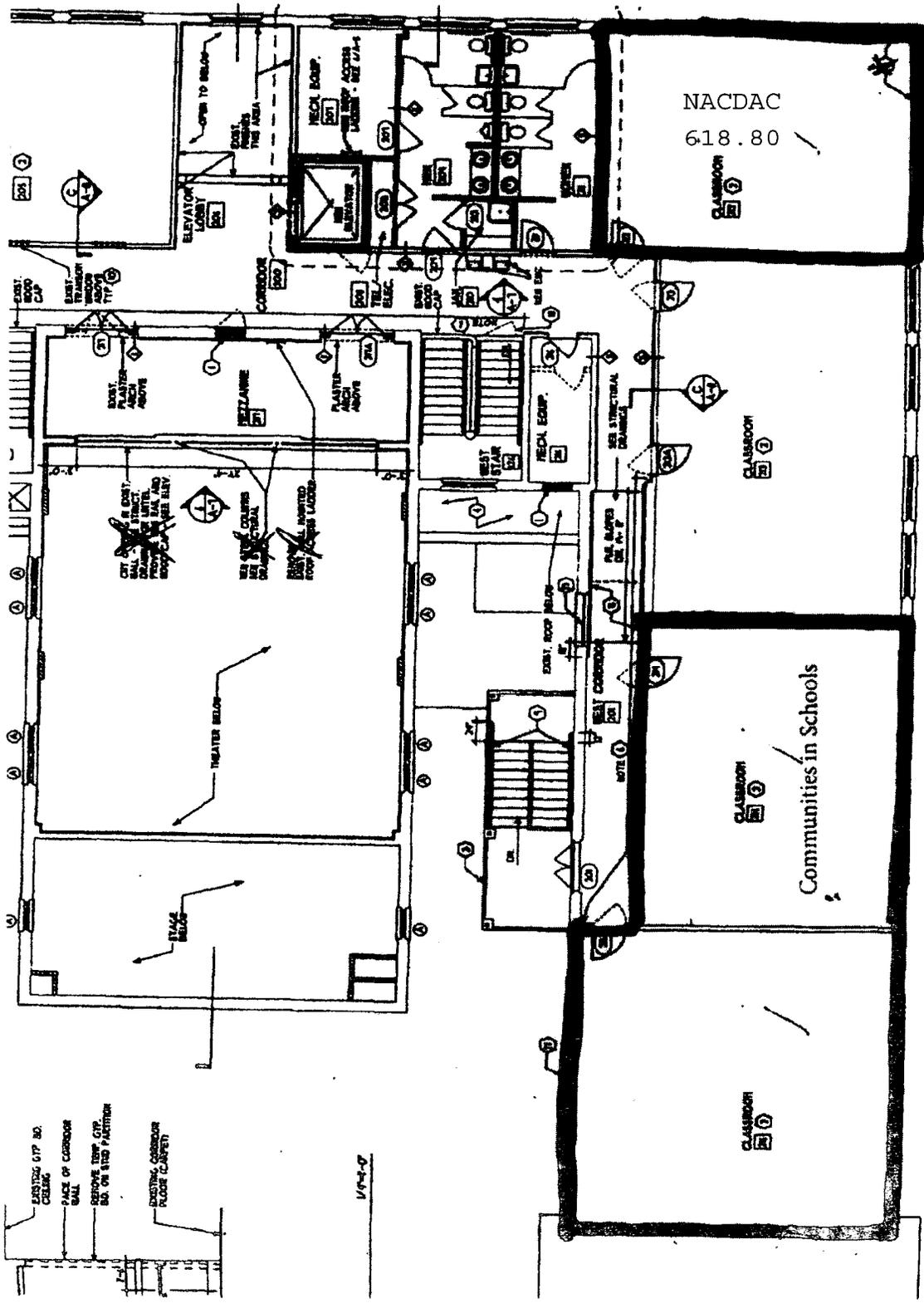
APPROVED AS TO FORM & LEGALITY

By: _____

Printed Name: Tammi E. Bach

Its: City Attorney





Second Floor Office Space

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-44**
Facilities Use Agreement – Nassau Alcohol Crime Drug and Abatement Coalition

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-44**

SYNOPSIS: Nassau Alcohol Crime Drug and Abatement Coalition has requested use of Airport property to conduct the 5th Annual 5K Ben Byrns Runway Rally on October 22, 2016. Airport property to be used will be Runways 4/22 and 9/27 and portions of Taxiways A and B from 7:00 a.m. to 10:00 a.m. The Airport has been paid \$100.00 for the use of Airport property. Attached is appropriate insurance adding the City of Fernandina Beach as additional insured. Such activity will not affect normal operations of the Airport.

The Federal Aviation Administration (FAA) has approved a one-year extension to the October 15, 2014 determination letter regarding this event pending receipt and approval of the safety plan.

FISCAL IMPACT: The revenue for this activity will be paid into Airport Other Revenue Account No. 420-369.9000.

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-44. *DLM*

DEPARTMENT DIRECTOR	Submitted by: Dale L. Martin, City Manager	Date: 5/23/16
CONTROLLER	Approved as to Budget Compliance <i>PNC</i>	Date: 5/25/16
CITY ATTORNEY	Approved as to Form and Legality <i>TES</i>	Date: 5/27/16
CITY MANAGER	Approved Agenda Item for 6/7/16 <i>DLM</i>	Date: 5/23/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-44

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A FACILITIES USE AGREEMENT WITH THE NASSAU ALCOHOL CRIME DRUG AND ABATEMENT COALITION TO USE AIRPORT PROPERTY TO CONDUCT THE 5th ANNUAL 5K BEN BYRNS RUNWAY RALLY ON OCTOBER 22, 2016; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Nassau Alcohol Crime Drug and Abatement Coalition has requested to use Airport property at the Fernandina Beach Municipal Airport to conduct the 5th Annual 5K Ben Byrns Rally on October 22, 2016; and

WHEREAS, Airport property to be used will be Runways 4/22 and 9/27 and portions of Taxiways A and B from 7:00 a.m. to 10:00 a.m. and such activity will not affect normal operations of the airport; and

WHEREAS, the City of Fernandina Beach has received \$100.00 for the use of Airport property; and

WHEREAS, the designated monies will be deposited into the Airport Fund, Other Revenue Account No. 420-369-9000.

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

SECTION 1. The City Commission hereby Approves a Facilities Use Agreement with the Nassau Alcohol Crime Drug and Abatement Coalition for the 5th Annual 5K Ben Byrns Rally on October 22, 2016, attached hereto as Exhibit "A".

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

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

ADOPTED this 7th day of June, 2016.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

ATTEST:

Caroline Best
City Clerk

CITY OF FERNANDINA BEACH FACILITIES USE AGREEMENT

This FACILITIES USE AGREEMENT (herein after called the AGREEMENT) is made and entered into this 7 day of June, 2016 by and between the CITY OF FERNANDINA BEACH, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Nassau Alcohol Crime Drug and Abatement Coalition, a Florida not-for-profit organization whose address is 516 S 10th Street, Fernandina Beach, FL 32034 (herein called "USER").

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

WHEREAS, USER has expressed a desire to use said FACILITY to hold a 5K run on October 22, 2016.

NOW, THEREFORE, the parties agree as follows:

1. USER shall be permitted to use the FACILITY described above for the purpose of _____.
2. USER will set up and use the FACILITY on a continuous basis during this period Airport Runway and Taxiways (a portion of the Airport grounds) – not to affect Airport operations.
3. USER shall pay CITY the sum of \$ 100.00 for use of FACILITY during the period designated, payable with returning this signed AGREEMENT.
4. As condition to USER's right to use the facilities herein, USER agrees to and shall comply with the following:
 - a. USER shall not exclude any person from its services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - b. USER shall have competent, responsible, and able supervision on the premises at all times that its service is operational.
 - c. USER shall not interfere with emergency operations of CITY or other authorized users of the FACILITY.
 - d. USER shall keep premises in a clean and sanitary condition, and be responsible for cleanup on a daily basis and removal of temporary structures at the site upon completion of the event and returning property to same condition as when received.
 - e. CITY shall have the right, acting through its agents or employees, to enter upon the premise at reasonable hours and times for the purpose of making inspections.
 - f. USER will obtain all required Federal, State, County and City permits including any applicable fees.
 - g. USER shall not undertake any alterations or changes in the construction of the facility premises, without prior written consent of CITY.
 - h. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability

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

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

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

6. The addresses for giving notices are as follows:

USER: Nassau Alcohol Drug & Abatement Coalition
516 S 10th Street
Fernandina Beach, FL 32034

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

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

USER: [Signature]
By: Kerrie L. Albert
Its: Director of Prevention

CITY OF FERNANDINA BEACH
By: _____
Dale L. Martin
Its: City Manager

Employer ID # _____

By: _____
Caroline Best
Its: City Clerk

WITNESS:
[Signature]
Print Name: Nicole Bodnar

APPROVED AS TO FORM AND LEGALITY:
[Signature]
Tammi E. Bach
Its: City Attorney

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
City of Fernandina Beach & City of Fernandina Beach Municipal Airport	5K Event on 10/22/16 at City of Fernandina Beach Municipal Airport
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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.

Dale Martin

From: Richard.Owen@faa.gov
Sent: Thursday, May 19, 2016 2:11 PM
To: Dale Martin
Subject: RE: Ben Byrns Runway Rally Extension Request
Attachments: removed.txt

A one year extension to the subject October 15, 2014, 2014-ASO-2317-NRA, determination letter is granted pending receipt and approval of a safety plan for the Ben Byrns 5K Run.

Richard Owen, Program Manager
Orlando Airports District Office
5950 Hazeltine National Drive, Suite 400
Orlando, FL 32828
407-812-6331, Ext. 119
407-812-6978 (FAX)

From: Dale Martin [<mailto:dmartin@fbfl.org>]
Sent: Thursday, May 19, 2016 11:38 AM
To: Owen, Richard (FAA)
Subject: Ben Byrns Runway Rally Extension Request

Per Dale's request.

Mr. Dale L. Martin
City Manager, Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
(904) 310-3100

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

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-62**
Award of Bid # 16-02 – Dunmar Group, Inc.

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-62**

SYNOPSIS: On April 14, 2016, three (3) bids were received and opened for the Egans Creek pier and kayak launch installation project – Bid # 16-02. The lowest qualifying bid received was from Dunmar Group, Inc. in the amount of \$149,114.12. Staff recommends City Commission approval of this budgeted project.

At the May 17, 2016 City Commission meeting, the Commission requested that staff verify the piling size and depth specifications. All three (3) bidders confirmed by email that the required specifications would be adhered to.

FISCAL IMPACT: Parks and Recreation impact fees, in the amount of \$155,000, are budgeted for this project in account #310-3010-571.6300.

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input checked="" type="checkbox"/> ADA Improvements	<input type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend the City Commission adopt Resolution 2016-62. *DEM*

DEPARTMENT DIRECTOR	Submitted by: Nan S. Voit Director of Parks and Recreation	Date: 5/25/16
CONTROLLER	Approved as to Budget Compliance <i>PHC</i>	Date: 6/1/16
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: 6/1/16
CITY MANAGER	Approved Agenda Item for 6/7/16 <i>DEM</i>	Date: 5/25/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-62

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDING BID #16-02 TO DUNMAR GROUP, INC. FOR THE INSTALLATION OF THE PIER AND KAYAK LAUNCH AT EGANS CREEK PARK; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's competitive bid process was utilized to secure bids for the installation of a pier and kayak launch at Egans Creek Park; and

WHEREAS, bid #16-02 was opened on April 14, 2016; and

WHEREAS, three qualified bids were received with Dunmar Group, Inc. submitting the lowest bid of \$149,114.12; and

WHEREAS, staff recommends awarding the project to Dunmar Group, Inc. and funding is available in the Recreation and Parks Improvements account # 310-3010-571.6300.

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

SECTION 1. The City Commission hereby awards Bid # 16-02 to Dunmar Group, Inc. in an amount not to exceed \$149,114.12 for the installation of a pier and kayak launch at Egans Creek Park.

SECTION 2. The City Commission authorizes the City Manager and City Clerk to execute all documentation pertaining to the bid award, upon review and approval of the City Attorney.

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

ADOPTED this 7th day of June, 2016.

CITY OF FERNANDINA BEACH

John A. Miller
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Caroline Best
City Clerk



Tammi E. Bach
City Attorney

**CITY OF FERNANDINA BEACH, FLORIDA
INVITATION TO BID
#16-02**

The City of Fernandina Beach, Florida is accepting competitive sealed bids for the **Design and Construction of a Fishing Pier at Egans Creek Park.**

The City will receive sealed bids at the location stated below no later than **2pm April 14, 2016.**

All interested bidders are invited to attend a mandatory pre-bid meeting to be held at the **EGANS CREEK PARK, 2201 Atlantic Avenue, Fernandina Beach, Florida** at **11am on Tuesday, March 29, 2016**

Any submittal received after the above stated time and date may not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the City of Fernandina Beach, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds in the fiscal year 2015-2016 budget.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS OF INVITATION TO BID FOR OTHER IMPORTANT INFORMATION REGARDING THE ITB AND BID PROCESS.

The original bid submittal **3 copies (1 Orig, 2 Copies)** must be delivered to City Hall in a sealed package, clearly marked on the outside, **ITB # 16-02** and addressed to:

City of Fernandina Beach
Attn: City Clerk's Office – **ITB# 16-02** Submittal
204 Ash Street
Fernandina Beach, FL 32034

Hand delivered Submittal is to be taken to the Clerk's Office at the above address.

The bid shall be submitted on the specified Bid Form **3 copies (1 Orig, 2 Copies)** hereto attached as "Exhibit A". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by a "Public Entity Crimes Statement" herein provided as "Exhibit B", a "Drug Free Workplace Certification", herein provided as "Exhibit C", and an "E-Verify Statement," herein provided as "Exhibit D".



CITY OF FERNANDINA BEACH PARKS AND RECREATION DEPARTMENT

INVITATION TO BID 16-02

REQUIREMENTS

- All bidders shall be Licensed Contractors and provide at the time of bid proof of insurance that meets or exceeds City of Fernandina Beach insurance requirements.
- Provide experience sheet referencing last 5 years of work similar in scope.
- Include a 10% contingency in the bid amount
- Successful Bidder is required to have a Business License in the city where their home office is located and a Florida Contractors' License in the State of Florida, according to Ch. 489 Florida Statutes. If Bidder's business office is located in the City of Fernandina Beach a business tax license is required.

BID PACKAGE

All bid related documents can be downloaded online at www.fbfl.us/bids and at www.demandstar.com.

The City of Fernandina Beach is not responsible for the content of any package received through any 3rd party service. It is the sole responsibility of the vendor to ensure the completeness and accuracy of the documents received.

AWARD

Bids shall be priced as a lump sum amount. Award recommendation shall be made based on price, ability to meet the time line, and qualifications.

CONTACT

Specification questions during the bid period shall be **submitted in writing** to Marshall McCrary, Deputy City Manager, at dmccrary@fbfl.org. Responses will be posted on the City's website via addenda.

Firms are hereby put on notice that no contact shall be made with any of the City Commission members, other City staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

ADDENDA

A written response to questions will be issued via Addendum and posted on the City's website at www.fbfl.us/bids and Onvia 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 five (5) days before bid opening.

SUBMITTER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the bid.

Scope of Work:
Design and Construction of Egans Creek Park Fishing Pier

Scope of Work: This work shall include City permitting (State permitting has already been attained) and the furnishing of all labor, materials and equipment for the project located at 2201 Atlantic Avenue, Fernandina Beach, Florida.

PROJECT DESCRIPTION:

8'-0" x 55'-0" Boardwalk level and even with existing grade at the top of the bluff with one end fixed to the shoreline leading to a 20'-0" x 30'-0' fixed fishing platform.

SPECIFICATIONS:

Structure should be designed to meet all requirements of the Florida Building Code, 5th Edition, 2014 and the Florida Accessibility Code, 5th Edition, 2014. Also, see Florida Department of Environmental Protection Permit # 45-183165-001 EI. This illustrates the location, size... which will assist in the design.

Structure should be designed to accommodate a minimum of 100 PSF of Uniform Live Loading.

All of the fasteners and connectors will be Stainless Steel Grade 316 or better. All connections to be screws, lag bolts, or thru bolts. No nails are to be used for structural framing members or decking installation.

The top railing member is to be Trex Accents Series composite deck board in Winchester Grey color. The additional horizontal and vertical railing components to be #1 P.T. material.

All decking is to be Trex Accents Series composite deck board in Winchester Grey color. Maximum spacing between deck boards not to exceed 1/4".

All cross bracing, beams, joists, blocking and pilings to be Marine-grade P.T. material #2 or better.

Will install pilings for the kayak launch that will be connected to the pier by a gangway. The specifications for the placement and material will be provided by the City.

Will provide all design drawings, specifications and surveys that will be required by the City to obtain a building permit.

Will provide AccDock Transfer Package # 3 kayak launch (16'x26' launch) and the gangway necessary to connect the launch to the pier. Please demonstrate separate line item costs for each of these items in the bid.

Southern pine piles must conform in physical quality to American Society for Testing and Materials Specifications D 25-55, which have been treated in conformance with American Wood Preservers Association Standard C-3 with chromated copper arsenate (CCA, type A, B, or C) in accordance

Minimum Design Specifications For The Egans Creek Park Floating Kayak Dock

- ADA Floating dock with 1ea ADA slip and 1ea standard slip
- Freeboard is 8"
- Additional flotation section with additional buoyancy is to be used under the end of the gangway to support its weight.

Floating Dock ADA Package by AccuDock

PKG-TRF3:

16' x 26' Adaptive Kayak/Canoe Double Slip Dock with 3' x 12' & 4' x 12' Slips



ACCUDOCK ADA TRANSFER PLATFORM:

- The transfer platform provides access from wheelchair height level- down to the dock level and returning to the wheel chair is in compliance with 1008.3 TRANSFER SYSTEMS:* As per the 2010 ADA Standards for Accessible Design.
- Specifically- The TRANSFER PLATFORM is ADA Compliant as follows:
- Transfer Platform provided- per 1008.3.1(transfer platforms shall be provided where transfer is intended from wheelchairs or other mobility aids)
- Loading surface level and step size is in compliance with (1008.3.1.1 size & 1008.3.1.2 height)
- Transfer space is provided per 1008.3.1.3 Transfer Space.
- Two transfer support methods are provided-an overhead assist bar and overhead continuous grab bar per 1008.3.1.4 and 1008.3.2.3 Transfer Supports Turning space per(1008.4.1 Turning Space)
- Clear floor space per(1008.4.2 Clear Floor or Ground Space)

ACC-EDGE 2-1/2" Edge/ Roll Off Guard on the half of gangway where the transfer station is located, at the bottom of the gangway. No Roll Off Guard on the other half to allow access for kayakers to enter and exit kayaks without the use of either slip. Facilitates ease of use by larger kayaking groups. Photo below is to show the Roll Off Guard only, not for design of dock.



ACC-C08 8" Cleat with stainless steel hardware, minimum of four cleats recommended to tie off kayaks while entering and exiting. And to facilitate larger group tours in securing kayaks for novices.



ADDITIONAL ITEMS TO BE DETERMINED FOR THE 4' X 12' SLIP:

ACC-OA4 4' Overhead Assist Bar

ACC-SR2 Side Assist Railing (Pictured with Overhead Assist Bar)



AccuDock®
1790 SW 13th Court
Pompano, FL 33063
954-785-7557

Minimum Design Specifications For The Egans Creek Park Gangway

4' X 40' Aluminum Gangway from fishing pier down to the floating kayak dock. Listed below are the minimum design specifications for the gangway. Contractor is to design additional gangway structure as needed to meet stress and weight load requirements.

GANGWAY

constructed of USA 6000 Series Aluminum
Pre-stressed Arch Design with undercarriage truss system
2" x 2" X .125 box aluminum:
Ribbed Square Tube (Radius Corners)
6005-T5 Mill Finish



HINGE PLATE:

Hinge: 6061-T6 Mill Finish - accepts 1 ½" Schedule 40 pipe
Flat Plate: 8" 6061-T-6 flat aluminum plate



GANGWAY/RAMP ROLLERS:

American made, long lasting polyurethane rollers - 12" X 2 ½"
Roller shaft 5/8" - stainless steel



TRANSITION PLATE:

6061 T6 Diamond Tread Plate, 3/8"



ADDITIONAL AMERICAN DISABILITIES ACT (ADA) GANGWAY REQUIREMENTS:

KICK PLATE:

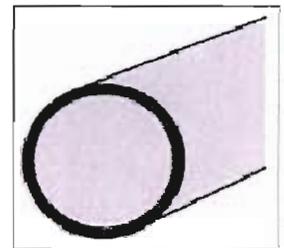
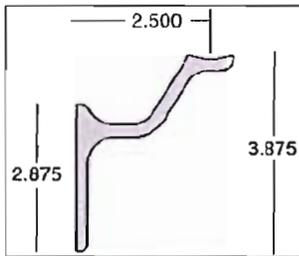
on gangway extends up 3"
6061-T6 3" x 1/8" Flat Plate



ADA handrail:

1 1/4" 6063-T52 aluminum pipe
height - between 34"-38"
2-1/2" x 3-7/8" Centerline Projected handrail bracket

ADA handrail: 1 1/4" 6063-T52 aluminum pipe
height - between 34"-38"
2-1/2" x 3-7/8" Centerline Projected handrail bracket



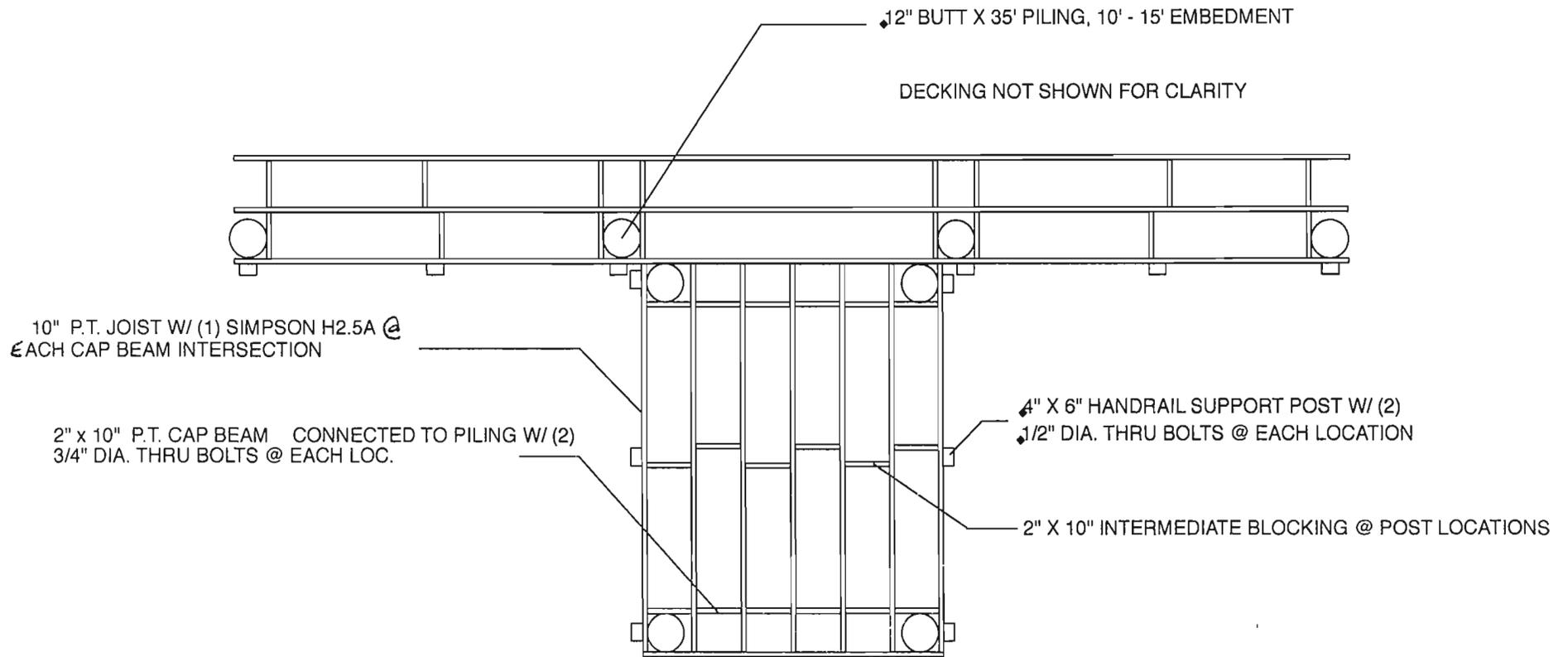
ADA handrail bracket - handrail extends 12" past the end of the gangway

1 1/4" pipe

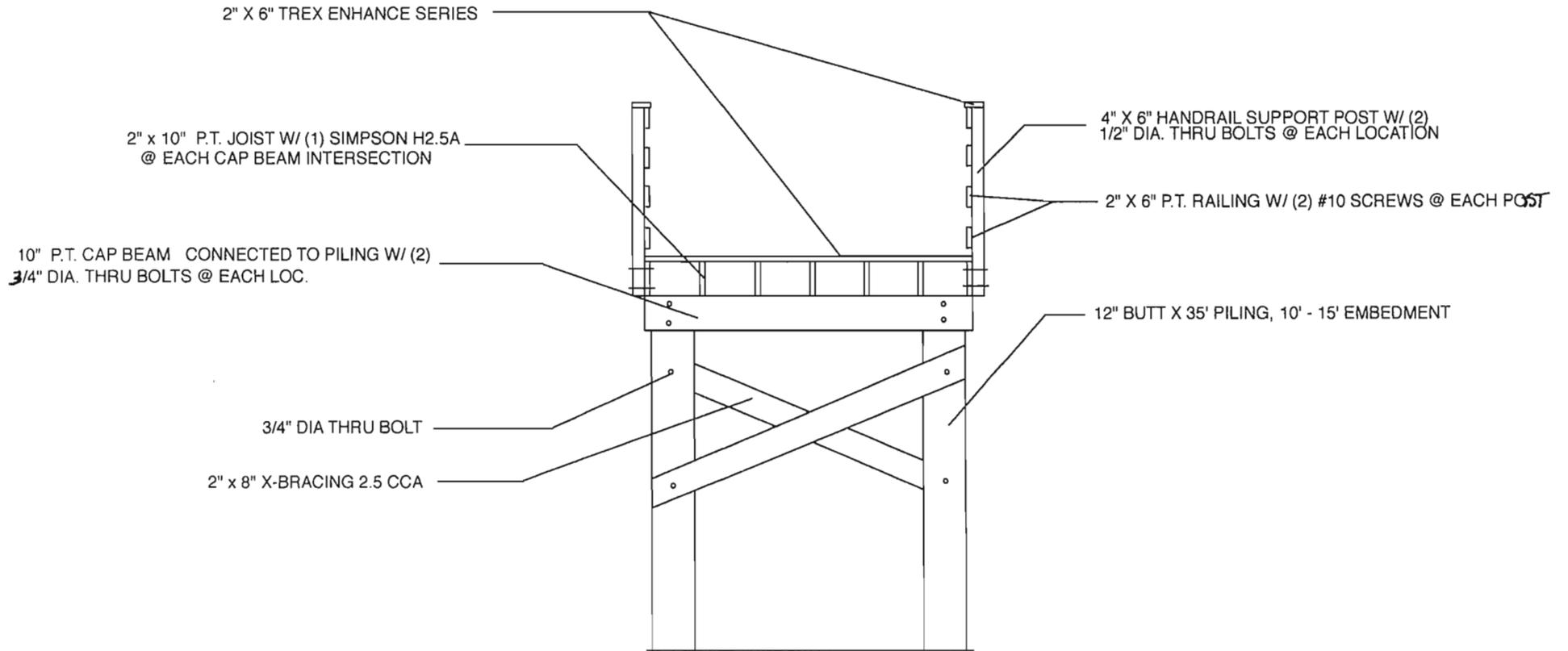
Gangway is available from the floating dock manufacturer:

AccuDock®
1790 SW 13th Court
Pompano, FL 33063
954-785-7557

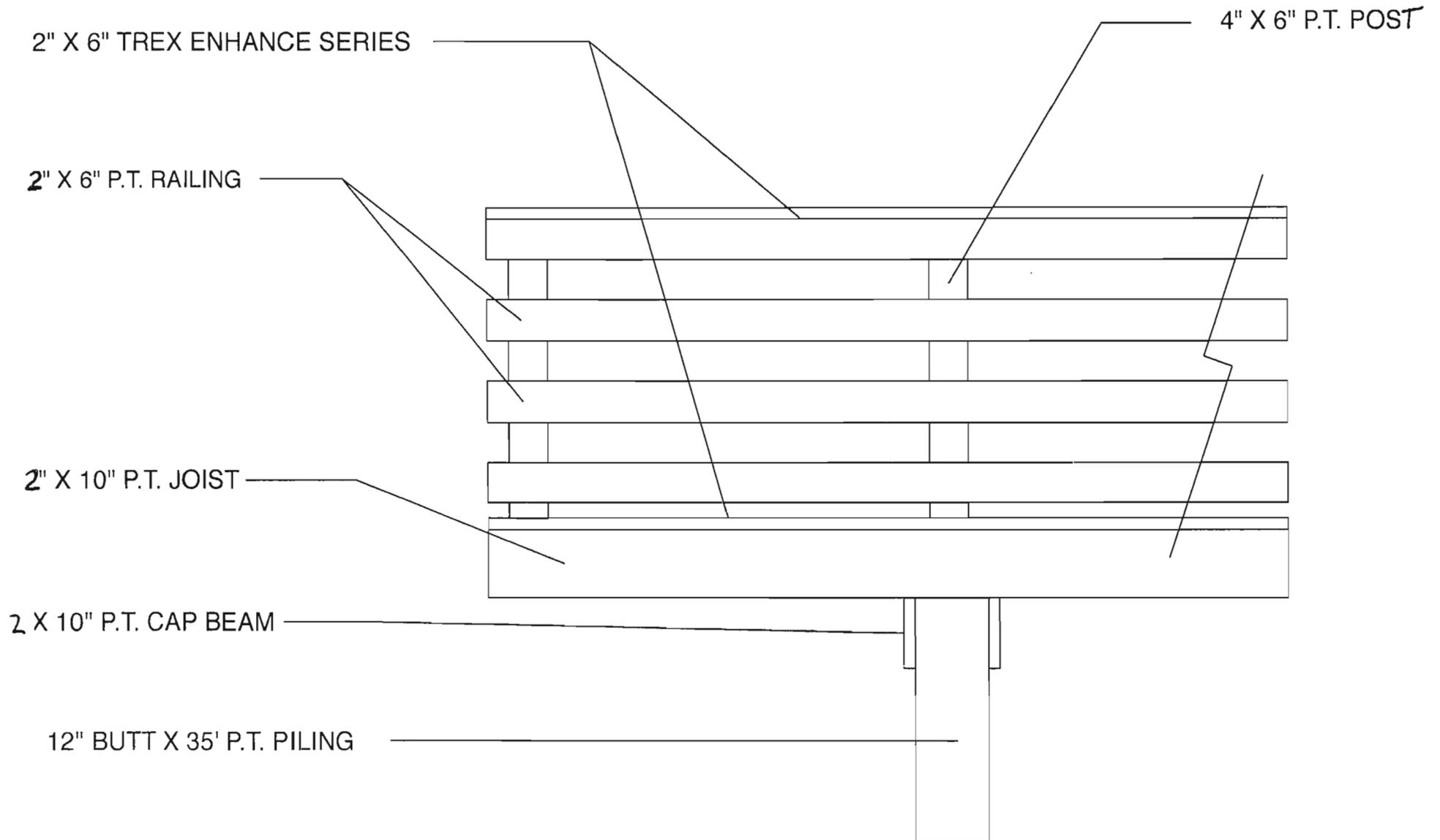
FRAMING PLAN - ACCESS PIER



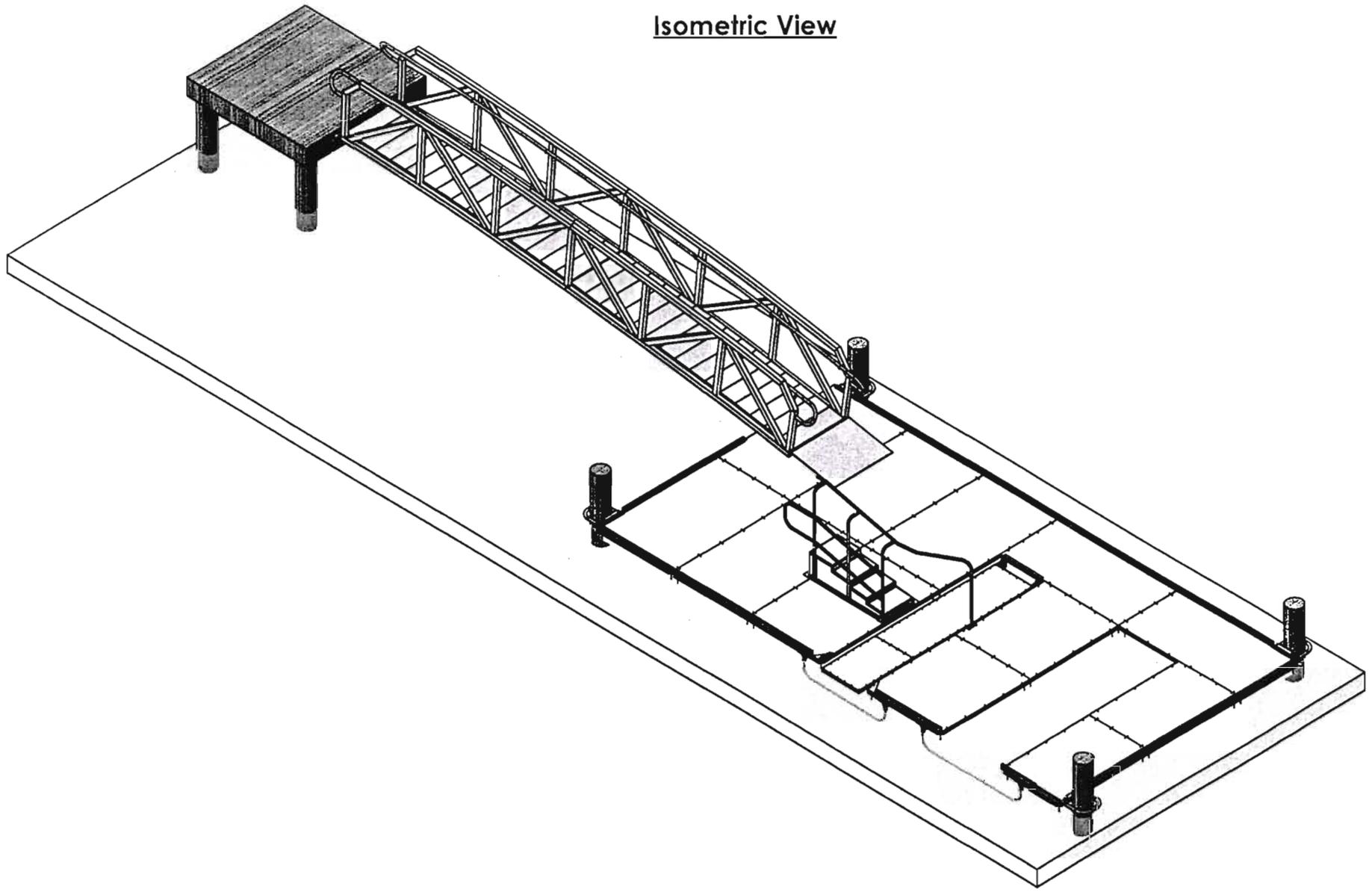
TYPICAL FRAMING ELEVATION



HANDRAIL DETAIL



Isometric View



TYPE: ADA Transfer Dock

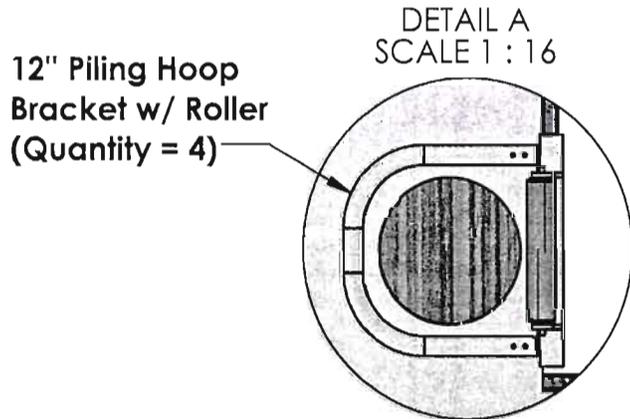
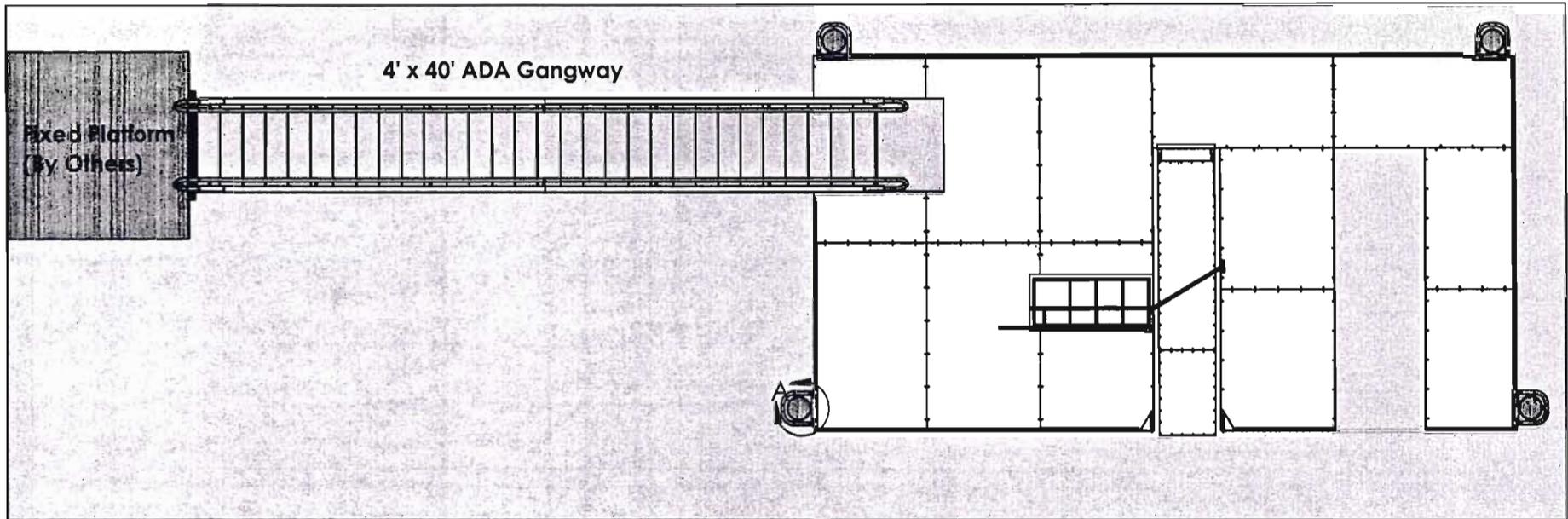
REF: Egans Creek Park

REV 1
SCALE: 1:80
SHEET 1 OF 5

DRAWN: C. DiBlasio
CHECKED: J. Harrison
DATE: 02/02/16

AccuDock
Your First Choice for Floating Dock Solutions

Plan View



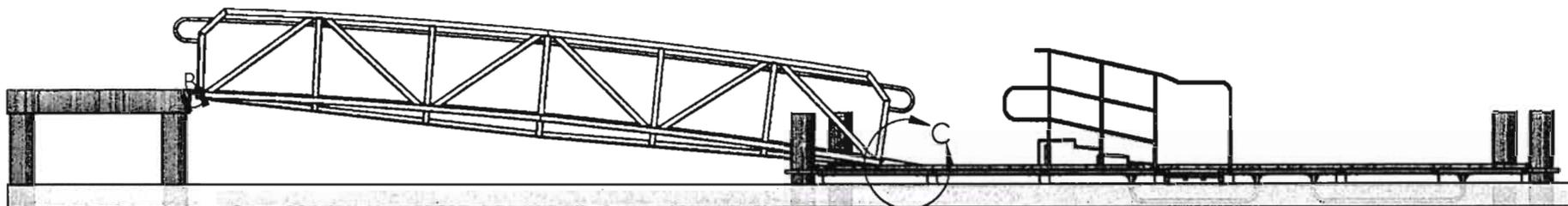
TYPE: ADA Transfer Dock

REF: Egans Creek Park

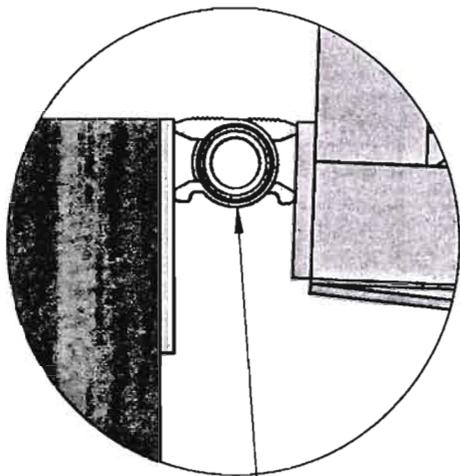
REV 1	DRAWN: C. DiBlasio
SCALE: 1:80	CHECKED: J. Harrison
SHEET 2 OF 5	DATE: 02/02/16

AccuDock
Your First Choice for Floating Dock Solutions

Side View

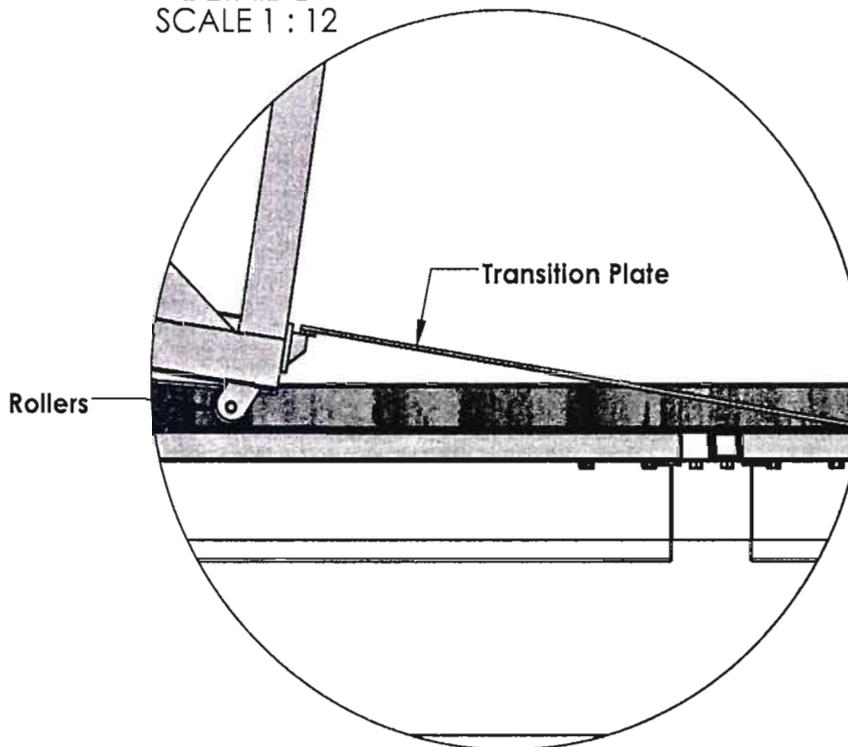


DETAIL B
SCALE 1 : 5



4' Hinge Assembly
for connecting
gangway to fixed
platform

DETAIL C
SCALE 1 : 12



TYPE: ADA Transfer Dock

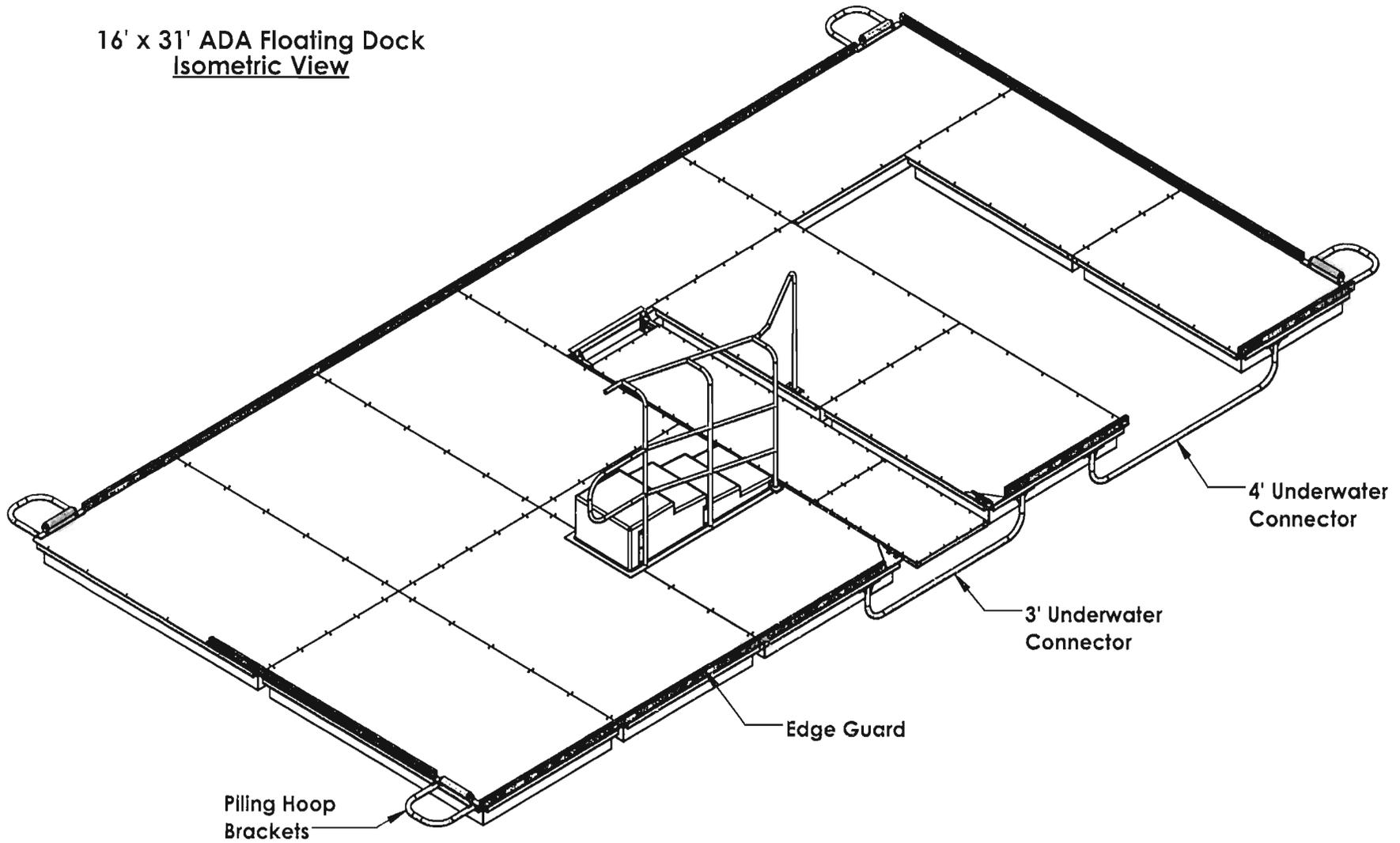
REF: Egans Creek Park

REV 1
SCALE: 1:80
SHEET 3 OF 5

DRAWN: C. DiBlasio
CHECKED: J. Harrison
DATE: 02/02/16

AccuDock
Your First Choice for Floating Dock Solutions

16' x 31' ADA Floating Dock
Isometric View



TYPE: ADA Transfer Dock

REF: Egans Creek Park

REV 1
SCALE: 1:48
SHEET 4 OF 5

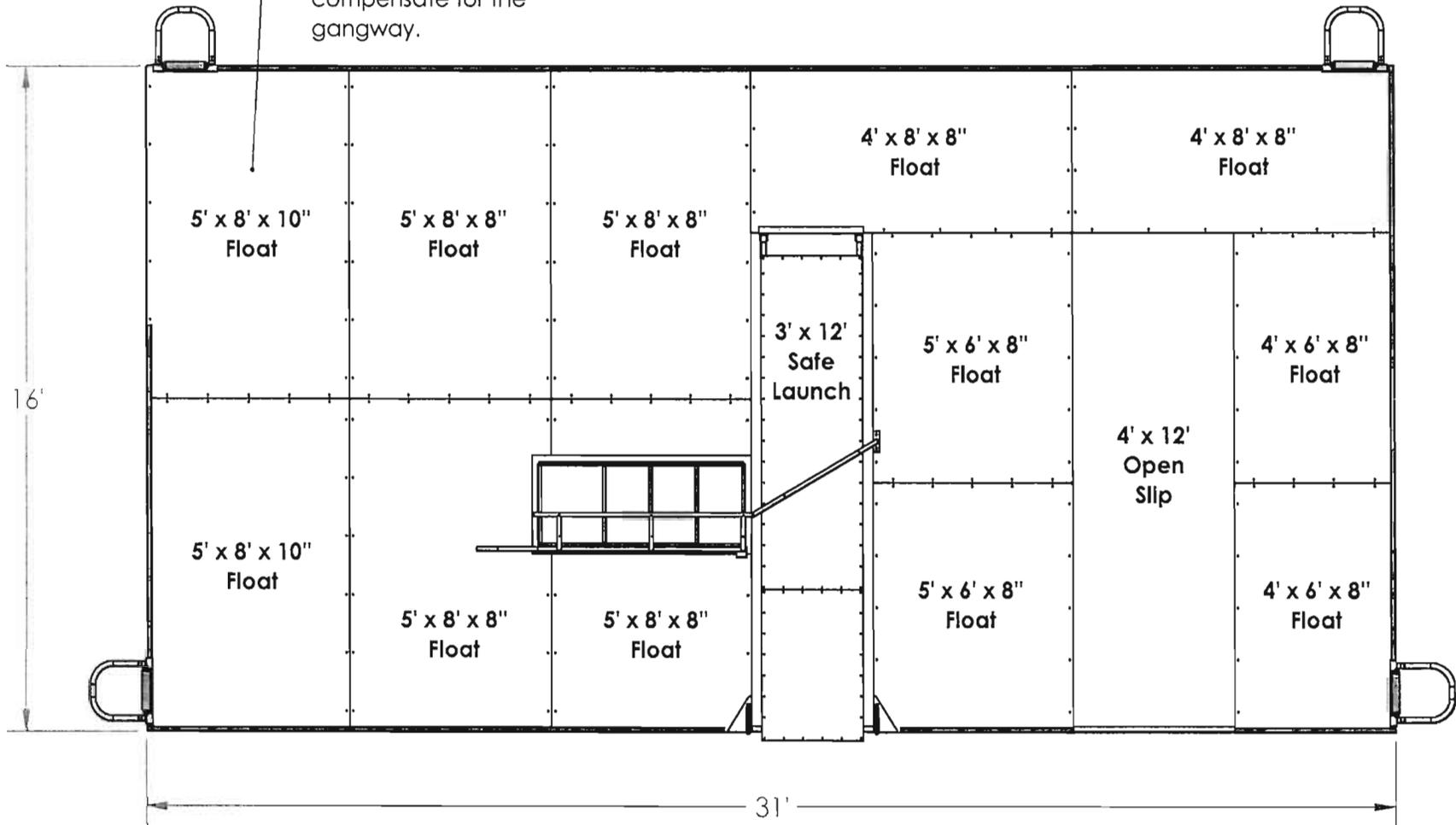
DRAWN: C. DiBlasio
CHECKED: J. Harlson
DATE: 02/02/16



Your First Choice for Floating Dock Solutions

16' x 31' ADA Floating Dock Plan View

These floats have a higher profile, therefore a higher buoyancy rating in order to compensate for the gangway.



TYPE: ADA Transfer Dock

REF: Egans Creek Park

REV 1

DRAWN: C. DiBiasio

SCALE: 1:48

CHECKED: J. Harrison

SHEET 5 OF 5

DATE: 02/02/16



Your First Choice for Floating Dock Solutions

with American Wood Preservers Association Standard P-5, and which have minimum butt size of twelve inches diameter and tip sizes of ten inches diameter.

When Southern pine piles treated with chromated copper arsenate, type A, B, or C, are used, analysis by assay extraction in accordance with American Wood Preservers Association Standard A-2 may be required to show a minimum retention and distribution of solid preservative of 2.5 p.c.f. in the zone zero to 1.5 inches from the surface and 1.5 p.c.f. in the zone 1.5 to 2.0 inches from the surface.

All wood pilings shall have penetration no less than six feet into the submerged bottom. If impenetrable material is encountered, the city must be contacted to seek a variance to this minimum penetration requirement.

Spacing of pile bents shall not exceed 10 feet on-center. Main support beams for floor joists to be secured to pilings using a minimum of two 5/8" Stainless Steel Grade 316 thru-bolts at each connection point. Floor joists to be spaced at 16" o.c. maximum.

GENERAL CONDITIONS OF INVITATION TO BID
**** FOR CONSTRUCTION SERVICES ****
ITB #16-02

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, attached hereto as "Exhibit A", shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. 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.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the contract. Plea of ignorance by the Bidder of conditions that exists or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes. The City's Purchasing Ordinance is set forth in Chapter 2-420, *et seq.*

- h. Prices quoted must be FOB City of Fernandina Beach, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of sixty (60) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and the material or service shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Telegraphic Bids will not be considered.

3. REJECTION OF BIDS

- a. The City reserves the right to accept or reject any or all Bids, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The City shall be the sole judge of the submittals. The City's decision shall be final.

4. WITHDRAWAL OF BIDS

- 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 BIDS

- 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 shall comply with all local, state, and federal directives, orders and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and 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.

7. COLLUSION

- a. The Bidder, by affixing his signature to the Bid Form, agrees to the following:

“Bidder certifies that his INVITATION TO BID is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action”.

8. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the qualified supplier with the best value Bid whose Bid, conforming to the INVITATION TO BID, is most advantageous to the City of Fernandina Beach, price and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate.
- c. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful Bidder shall result in a binding contract without further action by either party.
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with 2 one year renewals possible based on the mutual consent of the parties.

9. NOT RESPONSIBLE FOR COSTS

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

10. BONDS

- If Bid is less than \$50,000 no Bid Bond or Payment and Performance Bond required.
- If Bid is greater than \$50,000 and is for material only, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is \$50,000 - \$100,000, and is for services, a Bid Bond is required but no Payment and Performance Bond is required.
- If Bid is greater than \$100,000, and is for services, Bid Bond and Payment and Performance Bond is required.

BID BOND:

- a. If the Base Bid or the Base Bid plus the sum of any alternates fall into the criteria above requiring a Bid Bond, the bidder shall enclose a Certified Check or Bid Bond with each bid. A Certified Check or Bid Bond shall be for an amount not less than five percent (5%) of the Bid price and shall be made 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 shall

be in accordance with Section 255.05 of Florida Statutes. Failing to do so, Bidder shall forfeit its bid security.

Payment and Performance Bond shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

The following exceptions to bidder providing Performance and Payment Bonds are as follows: In lieu of the Performance and Payment Bonds, a contractor may file with the City an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in part II of chapter 625, Florida Statutes. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bonds. The value of an alternative form of security shall be in the amount of the bid.

11. PUBLIC INFORMATION

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

12. 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.

13. QUESTIONS

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

14. INDEMNIFICATION AND HOLD HARMLESS FOR COSTRUCTION CONTRASTS

The parties recognize that the Contractor is an independent contractor. 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 utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the the City, and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. 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. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

INSURANCE

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

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

- A. Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws; Employer's Liability Insurance with limit of at least One Million (\$1,000,000) dollars. This includes sole proprietorships and officers of corporations who will be performing work on the job.
- B. Commercial General Liability with a combined Bodily Injury and Property Damage limit of not less than ONE Million (\$1,000,000.00) dollars per occurrence and TWO Million (\$2,000,000) Dollars in the aggregate. The aggregate must be applicable on a per project basis. Coverage must include the following perils:
 1. Broad Form Blanket Contractual Liability for liability assumed under this Contract and all other Contracts relative to the project.
 2. Completed Operations/Products Liability.
 3. Broad Form Property Damage
 4. Personal and Advertising Injury Liability
 5. Independent Contractors
 6. Endorsements must be furnished reflecting the inclusion of the interests of Owner, Construction Manager, General Contractor, Contractor, (your company) , their officers, directors, partners, representatives, agents and employees, and naming each as an Additional Insured on a primary and non-contributing basis.
 7. Coverage is to be endorsed to reflect that insurance is to be primary and non-contributory with respect to any other collectable insurance, for the Owner, General Contractor, Contractor, (your company) and all other parties required to be named as additional insureds.
 8. Coverage is to be provided on an "occurrence" basis with carriers licensed and admitted to do business in the State of [your state] or otherwise acceptable to the Contractor (your company).
 9. A copy of policy and/or endorsement(s) and any other documents required to verify such insurance are to be submitted with the appropriate certificate(s), or upon the request of Contractor (your company). Failure to provide these documents is not to be construed as a waiver of the requirements to provide such insurance.

- C. Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles with combined Bodily Injury and Property Damage Limit of at least One Million (\$1,000,000.00) Dollars.
- D. Umbrella I Excess Liability Insurance with a limit of no less than One Million (\$1,000,000) minimum per occurrence.
- E. Where an Off Project Site Property exposure exists, the Contractor at its sole expense shall furnish to the Owner and Contractor (your company) Certificates of Insurance and other required documentation evidencing the following coverage which shall provide for the interests of [Name of Owner] , [Name of General Contractor] and (your company) to be named as Loss Payees and shall contain a provision requiring the insurance carriers to waive their rights of subrogation against all indemnities' named in the contract.
"All Risk" Property Insurance on all materials, equipment and supplies intended to become a permanent part of the construction stored on premises away from the project site and while in transit, until actually delivered to the project site. Coverage is to be provided on a replacement cost basis.
- F. The above insurances shall each contain the following wording verbatim: "[Name of Owner], [Name of General Contractor] , and (your company) are interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to [Name and address of Owner] , [Name and address of General Contractor] & [Name and address of your company] by certified mail-return receipt requested ."
- G. The amount of insurance contained in the aforementioned insurance coverages shall not be construed to be a limitation of the liability on the part of the Subcontractor or any of its Subcontractors.
- H. The Contractor shall file certificates of insurance prior to the commencement of work with the Owner and the General Contractor which shall be subject to the Owner, General Contractor and (your company) approval of adequacy of protection and the satisfactory character of the Insurer.
- I. 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.
- J. 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.
- K. Any policies effected by the Contractor on its Owned and/or Rented Equipment and Materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the [Name of Owner], [Name of General Contractor], [Name of Contractor (your company)] and all other indemnities' named in the Contract.
- L. Should the Contractor engage a Subcontractor, the same conditions will apply under this contract to each Subcontractor, however, the retained Subcontractor shall be required to maintain limits of liability of not less than One Million (\$1,000,000.00) Dollars per occurrence and Two Million (\$2,000,000) Dollars in the aggregate, with said limits applicable on a per project basis, or such greater limits as may be required by the retaining Subcontractor.

15. PAYMENT

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

16. BID PROTESTS

Bid protest conditions and procedures are in accordance with City Ordinances – Part 2, Chapter 2, Article VII, Division 2, Section 2-244.

17. 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. <https://www.epls.gov/epls/search.do>. CONTRACTOR/VENDOR shall include copy of search results with bid or proposal.

EXHIBIT "A"

BID FORM

**CITY OF FERNANDINA BEACH ITB # 16-02
CAPTAIN DADDY'S ARTIFICIAL REEF EXPANSION**

I hereby submit the following bid for _____. Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Bid Amount: \$ _____
\$ _____ **Kayak Launch**
\$ _____ **Gangway**

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ Fax: _____

Submitted By: _____

Title: _____

Remarks: _____

Vendor Accepts Credit Cards*: Yes No

Accounting Contact:
Name: _____ Title: _____

Email Address: _____ Phone: _____

IF NOT SUMITTING A BID, IN ORDER TO REMAIN ACTIVE IN OUR BID VENDOR RECORDS, PLEASE COMPLETE THIS FORM MARKED "NO SUBMITTAL" WITH THE REASON, AND FAX TO (904) 310-3457.

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

EXHIBIT "B"
TO GENERAL CONDITIONS TO ITB # 16-02

**CITY OF FERNANDINA BEACH, FLORIDA 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 the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
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 bid 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 vendor 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 vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor 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 _____, 2015, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:

EXHIBIT "C"
TO GENERAL CONDITIONS TO ITB # 16-02
CITY OF FERNANDINA BEACH

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer 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 bid, 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: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EXHIBIT "D"
ITB 16-02
CITY OF FERNANDINA BEACH



E-VERIFY STATEMENT

Bid/Proposal Number: _____

Product or Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant 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 Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____



Florida Department of Environmental Protection

Northeast District
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

Permittee/Authorized Entity:

Mr. D. Marshall McCrary
City of Fernandina Beach
204 Ash Street
Fernandina Beach, Florida 32034
benjamin@cotnerassociates.com

Authorized Agent/Consultant:

Mr. Brian Spahr
LG2 Environmental Solutions
424 Peregrine Court
Jacksonville, Florida 32225
brianspahr@yahoo.com

Fernandina Beach Public Fishing Pier and Kayak Launch

**Environmental Resource Permit
State-owned Submerged Lands Authorization – Granted**

U.S. Army Corps of Engineers Authorization – Approved

Permit No.: 45-183165-001 EI

**Permit Issuance Date: January 13, 2016
Permit Construction Phase Expiration Date: January 13, 2021**

Permittee: City of Fernandina
Permit No: 45-183165-001 EI
Page 2 of 14
January 13, 2016

Expiration Date: January 13, 2021

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee: City of Fernandina
Permit No: 45-183165-001 EI

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 0 Atlantic Avenue (parcel ID no. 00-00-31-1600-0135-0000), Fernandina Beach, Florida 32034, Section 11, Township, 3 North, Range 29 East, in Nassau County, at Latitude 30°40'9.0280" N /Longitude -81°26'24.3674" W.

PROJECT DESCRIPTION

The permittee is authorized to construct a 1,726 square foot public fishing pier and kayak launch. The structure will consist of a 10 ft by 11 ft boardwalk, a 10 ft by 44 ft access pier, a 20 ft by 30 ft fishing platform, a 4 ft by 40 ft gangway, and a 16 ft by 26 ft floating kayak launch located within Egans Creek, a Class III waterbody, not located in an Outstanding Florida Waterbody, not located in an aquatic preserve. The structure will preempt 1,616 square feet of sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

AUTHORIZATIONS

Fernandina Beach Public Fishing Pier and Kayak Launch

Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

Permittee: City of Fernandina
Permit No: 45-183165-001 EI
Page 3 of 14
January 13, 2016

Expiration Date: January 13, 2021

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings qualifies for Federal authorization pursuant to the State Programmatic General Permit IV-R1, and a **SEPARATE permit** or authorization **will not be required** from the U.S. Army Corps of Engineers (Corps). Please note that the Federal authorization expires on July 25, 2016. You, as permittee, are required to adhere to all General Conditions and Special conditions that may apply to your project. A copy of the SPGP IV-R1 with all terms and conditions and the General Conditions may be found at http://www.saj.usace.army.mil/Portals/44/docs/regulatory/sourcebook/permitting/general_permits/SPGP/generalConditions.pdf.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement between the U.S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit," Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT AND SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action.

Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

1. This permit does not authorize the removal of any vegetation within the jurisdictional area. No dredging, filling, or other construction activity, including the removal of tree stumps and/or vegetative root masses, shall be conducted within the wetlands other than that performed within the specifically authorized work corridor.
2. Outside the specific limits of construction authorized by this permit, any disturbance of or damage to wetlands shall be corrected by restoring pre-construction elevations as to maintain natural hydrology, drainage patterns, and planting vegetation of the same species, size, and density that exist in adjacent undisturbed wetland areas.
3. The project shall comply with applicable State Water Quality Standards, namely:
 - a. Surface Waters, Minimum Criteria, General Criteria – Rule 62-302.500, F.A.C.
 - b. Class III Waters – Recreation, Propagation and Maintenance of a Healthy, Well-Balanced Population of Fish and Wildlife. – Rule 62-302.400, F.A.C.

4. There shall be no storage or stockpiling of tools, equipment, materials (e.g., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters of the state unless specifically approved in this permit. Any and all construction debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized by this permit.

5. There shall be no discharge of construction debris into the waters of the state as conditioned by this permit enforceable under the Florida Litter Law 403.413, F.S., by all law enforcement officers.

SPECIFIC CONDITIONS-DOCK AND KAYAK LAUNCH

6. Boardwalk decking within the wetland area shall be elevated a minimum of 3 feet above the natural ground contour.

7. The main access pier of the dock shall be elevated at least 4 feet above marsh floor.

8. No portion of the boat slip/mooring area shall be constructed over submerged grass beds.

9. The waterward end of the dock shall be marked by a sufficient number of reflectors so as to be visible from the water at night by reflected light. The reflectors shall not be green or red in color.

10. Any non-water dependent structures shall be located on the uplands.

11. This permit does not authorize enclosures.

12. No overboard discharges of trash, human or animal waste, or fuel shall occur at the dock.

Public Dock

13. The docking facility shall be for the sole use of the general public and government agencies. Any fee charged for use of the approved facility shall be nominal and used exclusively for maintenance of the facility. Prior to any change in use of the approved facility to a revenue-generating/income-related activity as defined in Section 18-21.003(44), F.A.C., the grantee and/or successor will be required to obtain a submerged land lease and be assessed a fee for the use of the sovereignty submerged land. Failure to notify the Department could result in assessment of lease fees in arrears and an administrative fine.

SPECIFIC MANATEE CONDITIONS

14. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with, and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

15. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.

16. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee movement.

17. All onsite project personnel are responsible for observing water-related activities for the presence of manatees. All in-water operations, including vessels, shall be shut down if a manatee comes within 50 feet of the operation. Activities shall not resume until every manatee has moved beyond the 50-foot radius of the project operation, or until 30 minutes has elapsed wherein a manatee has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.

18. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach, (1-772-562-3909) for south Florida.

19. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used. One sign measuring at least 3 ft. by 4 ft., which reads *Caution: Manatee Area*, must be posted. A second sign measuring at least 8 1/2" by 11", explaining the requirements for "Idle Speed/No Wake" and the shutdown of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Please see the Florida Fish and Wildlife Conservation Commission website for information on how to obtain appropriate signs: http://www.myfwc.com/media/415211/Manatee_EducationalSign.pdf.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized

activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

- a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
 - b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
- a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 - b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - b. Convey to the permittee or create in the permittee any interest in real property;
 - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the

permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.

9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.

10. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

11. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

13. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action,

the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57, Florida Statutes. Pursuant to rule 28-106.201, Florida Administrative Code, a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any email address, any facsimile number, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 or at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), F.S., however, any person who has asked the Department for notice of agency

action may file a petition within 14 days of receipt of such notice, regardless of the date of publication. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, before the applicable deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Permittee: City of Fernandina
Permit No: 45-183165-001 EI
Page 14 of 14
January 13, 2016

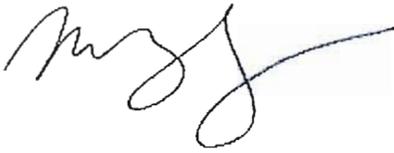
Expiration Date: January 13, 2021

Executed in Duval, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Mark Marousky at the letterhead address, or (904) 256-1662, or by email at mark.marousky@dep.state.fl.us.

Sincerely,



Michael Savage
Environmental Manager

MS/mm/aw

Enclosures: General Conditions for Federal Authorization for SPGP-IV-R1
Standard Manatee Conditions & Awareness Signs
Construction Commencement Notice/Form 62-330-350(1)
As-built Certification and Request for Conversion to Operational Phase /
Form 62-330.310(1)
Request for Transfer to the Perpetual Operation Entity /
Form 62-330.310(2)
Request to Transfer Permit/Form 62-330.340(1)
Project Drawings and Design Specs., 4 pages

c: U.S. Army Corps of Engineers Jacksonville Office ,corpsjaxreg@usace.army.mil

FILING AND ACKNOWLEDGEMENT & CERTIFICATE OF SERVICE

Filed on this date pursuant to § 120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged. The undersigned hereby certifies that this Environmental Resource Permit and all copies were sent before the close of business on January 13, 2016 to the listed persons.



Clerk

January 13, 2016

Date

GENERAL CONDITIONS FOR FEDERAL AUTHORIZATION
FOR SPGP IV-R1

1. The time limit for completing the work authorized ends on July 25, 2016.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature and mailing address of the new owner in the space provided below and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does

not assume any liability for the following:

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or Construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFEEE-SIGNATURE)

(DATE)

(NAME-PRINTED)

(ADDRESS)

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK 2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC



NOTICES SUBMITTED TO THE DEPARTMENT

Your permit DEP File No.: 45-183165-001 EI requires you to submit the attached Notices to the Department at the times indicated. Failure to submit these notices will constitute noncompliance with the conditions of your permit and an enforcement action may be brought against you. If you are using a contractor you are responsible for ensuring these notices are submitted to the Department.

PLEASE NOTE - References to stormwater management systems in the attached forms refers to the activity or activities authorized in your permit.

CONSTRUCTION COMMENCEMENT NOTICE FORM 62-330.350(1)

To be submitted 48 hours PRIOR to the commencement of the activity.

AS-BUILT CERTIFICATION AND REQUEST FOR CONVERSION TO OPERATIONAL PHASE FORM 62-330.310(1)

OPERATION AND MAINTENANCE INSPECTION CERTIFICATION FORM 62-330.311(1)

APPLICATION FOR TRANSFER OF PERMIT -- Form 62-330.340(1)

To be submitted within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or real property at which the system is located.

**SUBMIT ALL NOTICES TO: Department of Environmental Protection
Environmental Resources Program
8800 Baymeadows Way West, Suite 100
Jacksonville, Florida 32256**

AS-BUILT CERTIFICATION AND REQUEST FOR CONVERSION TO OPERATION PHASE

Instructions: Complete and submit this page within 30 days of completion of the permitted activities, as required by the permit conditions. Any components of the permitted activities that are not in substantial conformance with the permit must be corrected or a modification of the permit will be required in accordance with Rule 62-330.315, Florida Administrative Code (F.A.C.). The operation phase of the permit is effective when the construction certification for the entire permit/application is approved by the Agency. If the final operation and maintenance entity is not the permittee, the permittee shall operate the system, works or other activities temporarily until such time as the transfer to the operation entity is finalized (use Form 62-330.310(2)).

Permit No.:	Application No(s).	Permittee:
Project Name:		Phase (if applicable):

I HEREBY CERTIFY THAT (please choose accurately and check only one box):

- I hereby notify the Agency of the completion of construction of all the components of the system, works or other activities for the above referenced project and certify that it has been constructed in substantial conformance with the plans specifications and conditions permitted by the Agency. Any minor deviations will not prevent the system from functioning in compliance with the requirements of Chapter 62-330, F.A.C. Attached is documentary evidence of satisfaction of any outstanding permit conditions, other than long term monitoring and inspection requirements.

- At the time of final inspection, the works or activities were NOT completed in substantial conformance with the plans and specifications permitted by the Agency. (The registered professional shall describe the substantial deviation(s) in writing, and provide confirming depiction on the as-built drawings and information.)

If there were substantial deviations, plans must be submitted clearly labeled as "as-built" or "record" drawings reflecting the substantial deviations. If there are no substantial deviations, do not submit "as built" drawings.

For activities that require certification by a registered professional:

By: _____

Signature	Print Name	Fla. Lic. or Reg. No
! AFFIX SEAL !	Company Name	
	Company Address	Date

For activities that do not require certification by a registered professional:

By: _____

Signature	Print Name	
	Company Name	
	Company Address	Date



DRAWINGS AND INFORMATION CHECKLIST

Following is a list of information that is to be verified and/or submitted by the Registered Professional or Permittee:

1. All surveyed dimensions and elevations shall be certified by a registered Surveyor or Mapper under Chapter 472, F.S.
2. The registered professional's certification shall be based upon on-site observation of construction (scheduled and conducted by the registered professional of record or by a project representative under direct supervision) and review of as-built drawings, with field measurements and verification as needed, for the purpose of determining if the work was completed in accordance with original permitted construction plans, specifications and conditions.
3. If submitted, the as-built drawings are to be based on the permitted construction drawings revised to reflect any substantial deviations made during construction. Both the original design and constructed condition must be clearly shown. The plans need to be clearly labeled as "as-built" or "record" drawings that clearly highlight (such as through "red lines" or "clouds") any substantial deviations made during construction. As required by law, all surveyed dimensions and elevations required shall be verified and signed, dated and sealed by an appropriate registered professional. The following information, at a minimum, shall be verified on the as-built drawings, and supplemental documents if needed:
 - a. Discharge structures - Locations, dimensions and elevations of all, including weirs, orifices, gates, pumps, pipes, and oil and grease skimmers;
 - b. Detention/Retention Area(s) – Identification number, size in acres, side slopes (h:v), dimensions, elevations, contours or cross-sections of all, sufficient to determine stage-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems,
 - c. Side bank and underdrain filters, or exfiltration trenches - locations, dimensions and elevations of all, including clean-outs, pipes, connections to control structures and points of discharge to receiving waters;
 - d. System grading - dimensions, elevations, contours, final grades or cross-sections to determine contributing drainage areas, flow directions and conveyance of runoff to the system discharge point(s);
 - e. Conveyance - dimensions, elevations, contours, final grades or cross-sections of systems utilized to divert off-site runoff around or through the new system;
 - f. Benchmark(s) - location and description (minimum of one per major water control structure);
 - g. Datum- All elevations should be referenced to a vertical datum clearly identified on the plans, preferably the same datum used in the permit plans.
4. Wetland mitigation or restoration areas - Show the plan view of all areas, depicting a spatial distribution of plantings conducted by zone (if plantings are required by permit), with a list showing all species planted in each zone, numbers of each species, sizes, date(s) planted and identification of source of material; also provide the dimensions, elevations, contours and representative cross-sections depicting the construction.
5. Any additional information or outstanding submittals required by permit conditions or to document permit compliance, other than long-term monitoring or inspection requirements.

Reset Form

Save & Print

REQUEST FOR TRANSFER OF ENVIRONMENTAL RESOURCE PERMIT TO THE PERPETUAL OPERATION ENTITY

Instructions: Complete this form to transfer to the permit to the operation and maintenance entity. This form can be completed concurrently with, or within 30 days of approval of the As-Built Certification and Request for Conversion to Operation Phase (Form 62-330.310(1)). Please include all documentation required under Section 12.2.1(b) of Applicant's Handbook Volume 1. (see checklist below). **Failure to submit the appropriate final documents will result in the permittee remaining liable for operation and maintenance of the permitted activities.**

Permit No.:	Application No(s).
Project Name:	Phase (if applicable):

A. **REQUEST TO TRANSFER:** The permittee requests that the permit be transferred to the legal entity responsible for operation and maintenance (O&M).

By: _____

Signature of Permittee	Name and Title
Company	Company Address
Phone	City, State, Zip

B. **AGREEMENT FOR SYSTEM OPERATION AND MAINTENANCE RESPONSIBILITY:** The below-named legal entity agrees to operate and maintain the works or activities in compliance with all permit conditions and provisions of Chapter 62-330, Florida Administrative Code (F.A.C.) and Applicant's Handbook Volumes I and II in perpetuity. Authorization for any proposed modification to the permitted activities shall be applied for and obtained prior to conducting such modification.

By: _____

Signature of Representative of O&M Entity	Name of Entity for O&M
Name and Title	Address
Email Address	City, State, Zip
Phone	Date

Enclosed are the following documents, as applicable:

- Copy of recorded transfer of title to the operating entity for the common areas on which the stormwater management system is located (unless dedicated by plat)
- Copy of all recorded plats
- Copy of recorded declaration of covenants and restrictions, amendments, and associated exhibits
- Copy of filed articles of incorporation and documentary evidence of active corporate status with the Department of State, Division of Corporations (for corporations)
- A completed, signed, and notarized affidavit attesting that the operating entity meets the requirements of Section 12.3 of Environmental Resource Permit Applicant's Handbook Volume I. (Note- this is optional, but aids in processing of this request)

Reset Form
Save & Print



REQUEST TO TRANSFER PERMIT

Instructions: Submit this form to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Note: Use of this form is not required when a valid permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be letter, e-mail, or using this form, sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2012). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No.: _____ Application No(s).: _____ Date Issued: _____

Identification or Name of Surface Water Management System: _____

Phase of Surface Water Management System (if applicable): _____

PART 1: PROPOSED PERMIT HOLDER

The undersigned hereby notifies the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3 (d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions, and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permit Holder: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ E-mail: _____



Signature of Proposed Permittee

Date

Title (if any)

PART 2: RESPONSIBLE REGISTERED PROFESSIONAL

Name of Registered Professional who will be responsible for system inspections and reporting as required by Chapter 62-330, F.A.C. (if applicable): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ E-mail: _____

Enclosures:

- Copy of recorded transfer of title for surface water management system
- Copy of plat(s)
- Copy of recorded restrictive covenants, articles of incorporation, and certificate of incorporation
- Other

0 Atlantic Avenue



January 12, 2016

OFW Aquatic Preserves	ERPPa
Other OFWs	PA
Special OFWs	Cadastral 2014 (Property Appraiser Parcels) - Public View
Aquatic Preserves	
Issued	
Pending	

1:4,514

0 0.05 0.1 0.2 mi
0 0.075 0.15 0.3 km

FDEP
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, Aergrid, IGN, IGP, swisstopo, and the GIS User Community
Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors

Map created by Map Decid, powered by ESRI

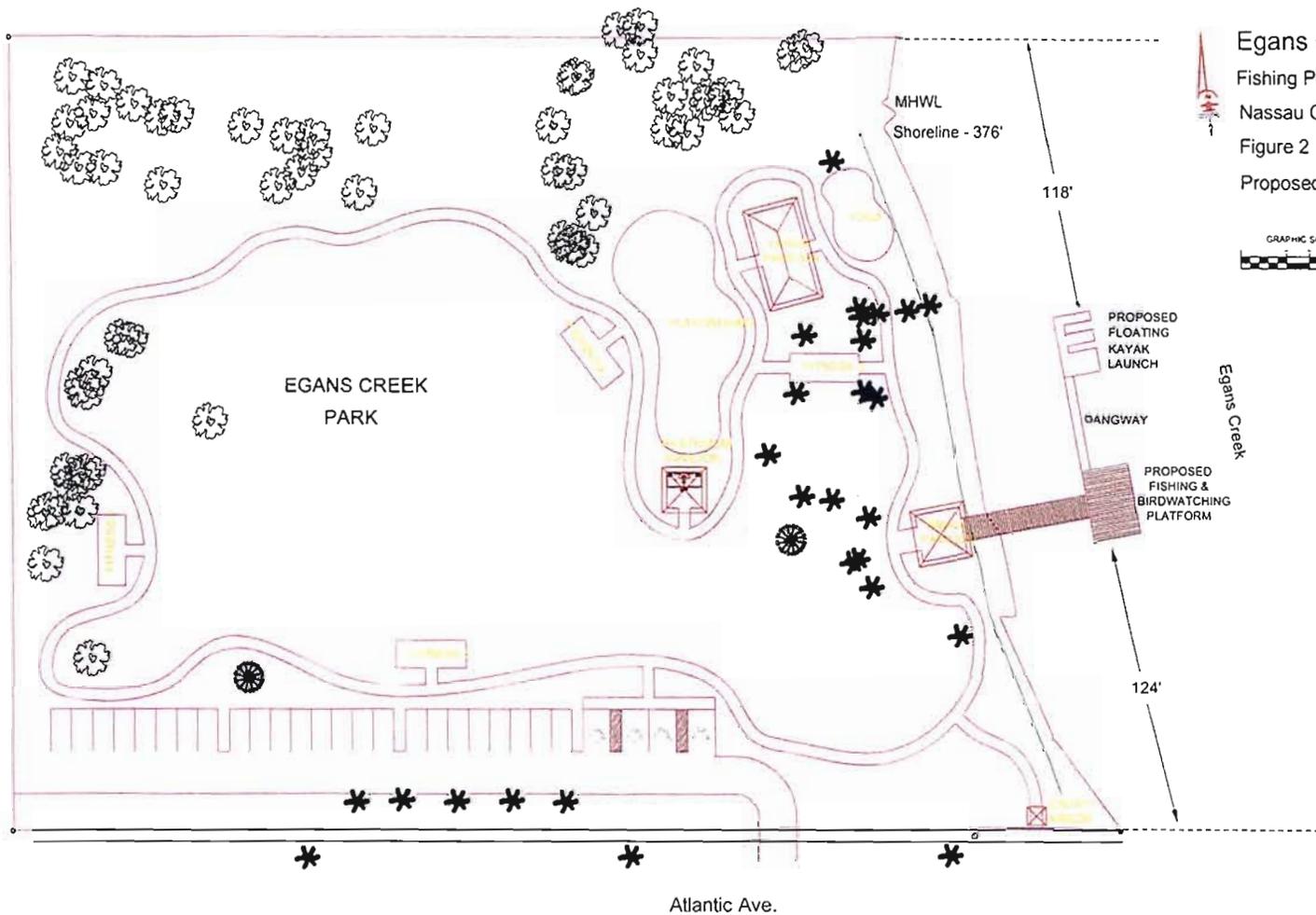
Florida Department of Environmental Protection makes no warranty, expressed or implied or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.

Egans Creek Park
Fishing Pier & Kayak Launch
Nassau Co Parcel 00-00-31-1600-0135-0000
Figure 1



Subject Property

City of
Fernandina
Beach



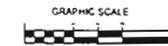
Egans Creek Park

Fishing Pier & Kayak Launch

Nassau Co. Parcel 00-00-31-1600-0135-0000

Figure 2

Proposed Preempted Area 1616 sq. ft.



Egans Creek

Atlantic Ave.



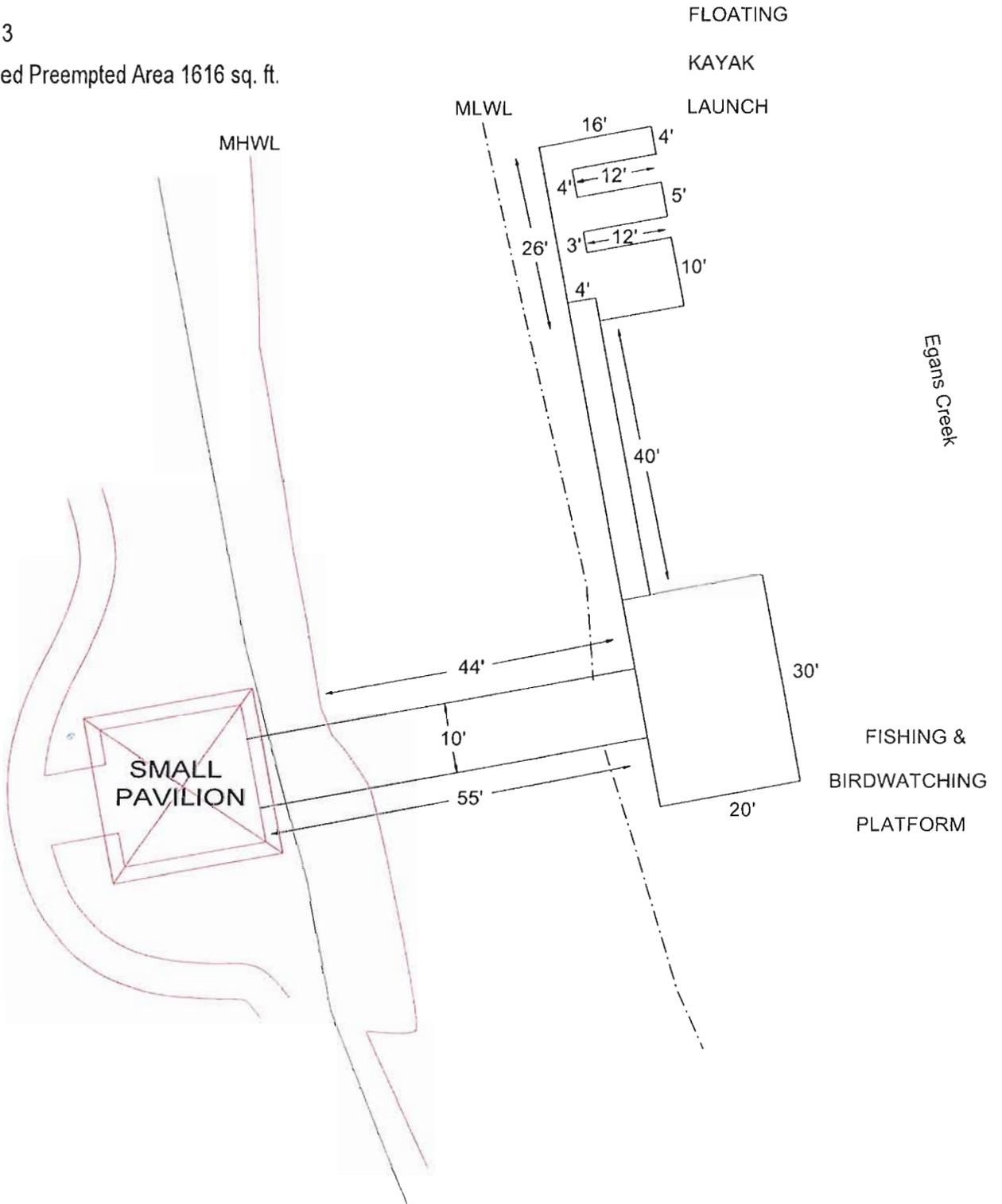
Egans Creek Park

Fishing Pier & Kayak Launch

Nassau Co. Parcel 00-00-31-1600-0135-0000

Figure 3

Proposed Preempted Area 1616 sq. ft.

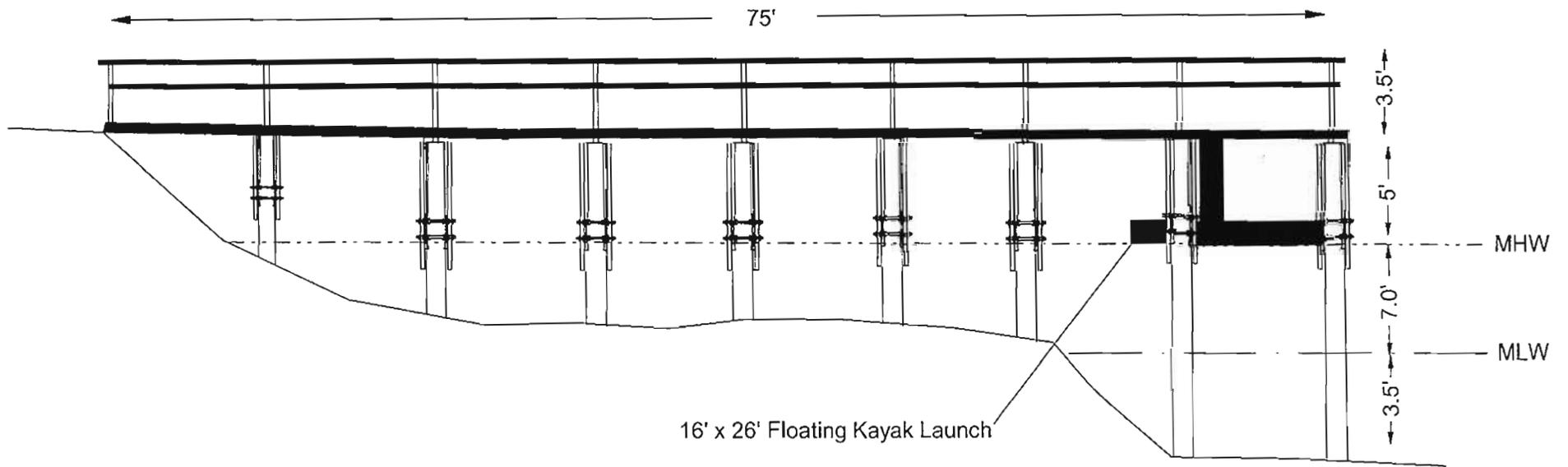


Egans Creek Park

Fishing Pier & Kayak Launch

Nassau Co. Parcel 00-00-31-1600-0135-0000

Figure 4



Nan Voit

From: cconnery@dunmargroup.com
Sent: Thursday, May 19, 2016 12:59 PM
To: Nan Voit
Subject: RE: verification
Attachments: Barge and Crane IMG_3103.jpg; PILEMASTER24-900 BEARING CHART.pdf

Good Afternoon Nan,

After conferring with Derrick as to your verifications below, we most definitely will be following these guidelines, as they are part of our bid package that we agreed to when we placed it with the City of Fernandina Beach for this project.

Just for your information, please see the picture attached as to the barge we will be using for your project to drive the pilings as well as an engineered pile bearing chart. Not sure what Mr. Wilson was referring to when he stated that we do work with a little pontoon boat!!!!

Please let us know if we can help you with a any other additional questions that you may have!!!!

As always, thanks for your time and all that you do! Have a great day!

Christine Connery, CAM, CPSI

Office Manager

Dunmar Group, Inc.
85101 Commercial Park Drive
Yulee, FL 32097
904-849-7346- Office
904-849-7571- Fax
904-753-0536- cell
Info@dunmargroup.com - email
CConnery@dunmargroup.com- email

----- Original Message -----

Subject: verification

From: Nan Voit <nvoit@fbfl.org>

Date: Wed, May 18, 2016 3:30 pm

To: "cconnery@dunmargroup.com" <cconnery@dunmargroup.com>



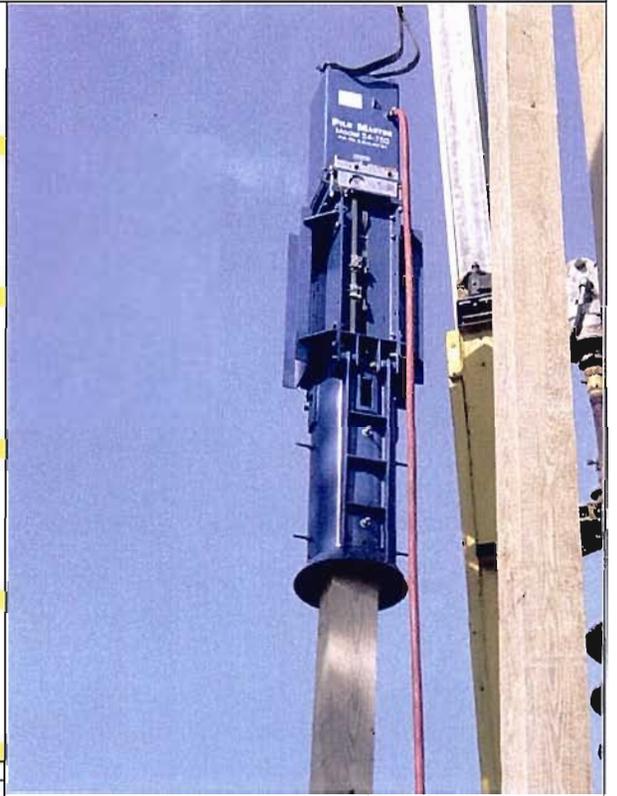
TABULATION OF BEARING CAPACITY "R" (TONS) PER ENGINEERING NEWS FORMULA

PILEMASTER 24- 900

$$R = \frac{2 \times 900 \times \text{STROKE}}{S + 1}$$

WHEREAS R = BEARING
H = HEIGHT OF RAM FALL
S = SET IN INCHES PER BLOW

SET PER 10 BLOWS:		RAM WEIGHT	900			
Stroke (Feet)		0.5	1	1.5	2	
1/2"	0.5	3.00	6.00	9.00	12.00	
5/8"	0.625	2.77	5.54	8.31	11.08	
3/4"	0.75	2.57	5.14	7.71	10.29	
7/8"	0.875	2.40	4.80	7.20	9.60	
1"	1	2.25	4.50	6.75	9.00	
1 1/8"	1.125	2.12	4.24	6.35	8.47	
1 1/4"	1.25	2.00	4.00	6.00	8.00	
1 3/8"	1.375	1.89	3.79	5.68	7.58	
1 1/2"	1.5	1.80	3.60	5.40	7.20	
1 5/8"	1.625	1.71	3.43	5.14	6.86	
1 3/4"	1.75	1.64	3.27	4.91	6.55	
1 7/8"	1.875	1.57	3.13	4.70	6.26	
2"	2	1.50	3.00	4.50	6.00	
2 1/8"	2.125	1.44	2.88	4.32	5.76	
2 1/4"	2.25	1.38	2.77	4.15	5.54	
2 3/8"	2.375	1.33	2.67	4.00	5.33	
2 1/2"	2.5	1.29	2.57	3.86	5.14	
2 5/8"	2.625	1.24	2.48	3.72	4.97	
2 3/4"	2.75	1.20	2.40	3.60	4.80	
2 7/8"	2.875	1.16	2.32	3.48	4.65	
3"	3	1.13	2.25	3.38	4.50	
3 1/8"	3.125	1.09	2.18	3.27	4.36	
3 1/4"	3.25	1.06	2.12	3.18	4.24	
3 3/8"	3.375	1.03	2.06	3.09	4.11	
3 1/2"	3.5	1.00	2.00	3.00	4.00	
3 5/8"	3.625	0.97	1.95	2.92	3.89	
3 3/4"	3.75	0.95	1.89	2.84	3.79	
3 7/8"	3.875	0.92	1.85	2.77	3.69	
4"	4	0.90	1.80	2.70	3.60	
4 1/8"	4.125	0.88	1.76	2.63	3.51	
4 1/4"	4.25	0.86	1.71	2.57	3.43	
4 3/8"	4.375	0.84	1.67	2.51	3.35	
4 1/2"	4.5	0.82	1.64	2.45	3.27	
4 5/8"	4.625	0.80	1.60	2.40	3.20	
4 3/4"	4.75	0.78	1.57	2.35	3.13	
4 7/8"	4.875	0.77	1.53	2.30	3.06	
5"	5	0.75	1.50	2.25	3.00	



Thank you nan for reaching out to me and giving me the opportunity to explain the pilings that I would be using and the method that I would be using to drive them. I apologize for you feeling "blind-sided" at the commissioners meeting that was not my intent. This gives me the opportunity to explain to you the purpose that I came to the meeting on Tuesday. I feel the experience needed for this job is the most important asset to the launch success. The email you sent referring to the depth of 6 feet for the pilings, which 6 feet is extremely not enough, is the city's lack of knowledge of the area and the ground for whats needed. My main goal for the benefit of the kayak launch is whoever is awarded the job to drive the pylons appropriately and not waste tax payers money.

I attached to this email the original quote for the materials and the pilings from my supplier Southern lumber and treating company. They will also be emailing you the specifications for the treatment and diameter you asked for. The pilings are 12 inch diameter and are treated to all the specifications of your request that was emailed to me. There is only one major difference. The request you sent for a minimum of 6 feet of penetration is NO WHERE near enough to support 100 pounds per square foot! Nor to obtain any lateral side to side strength of the pilings!

The kayak launch will only expose approximately 12 to 15 feet above the mud line. This means you're requesting me to use 18 to 21 foot pilings. As you can see in my material list, the pilings for the walkway are 12 inch diameter x 30 foot in length. The terminal platform pilings are 12 inch in diameter by 35 foot in length. In 2014, southeastern docks constructed a fixed and floating dock for Hayward burnet. This dock is located approximately 200 feet from the proposed kayak launch. When Southeastern docks built Mr. Burnet 's dock we used the same method for driving pilings as all my jobs. We used 30 foot pilings for his walkway, we used 35 foot pilings for his terminal platform and we installed 2- 40 foot pilings for his floating dock. The mud/silt is approximately 6 to 10 foot deep at Mr. Burnett's dock and most other docks that we have worked on in Egans creek. This means our Pilings are approximately 16 to 20 feet in the ground minimum. (Not 6'!)

How we obtain this is we stand the piling up, we apply approximately 8000 pounds of weight to the piling. This will push the piling through any mud or sediment and will get it setting on top of a sufficient material or soil that the piling should be driven into. Once we have the piling where it will not go down anymore with 8000 pounds of force pushing on it, we mark the piling with measurements and then drive it with a hydraulic pile driver approximately 10 more feet into the hard soil (Sand, clay ,shell, or hardpan). This method is a proven method.

Another project that we just recently finished this year in Egans Creek was the replacement of all of the pilings for the "C" dock at tiger point marina. Again there we drove 14 inch butt by 50 foot long Pilings. These pilings are approximately 24 to 28 feet in the ground (not 6'!). We had no engineered plans but all pilings were driven to where in the event of a hurricane they would snap off before they would lean or sink. Southeastern docks has never had a piling sink even a quarter of an inch. I have driven pilings for 40,000 pound boat lifts, restaurants over the water, travel lifts, and countless/hundreds of projects and have never had an issue with our Pilings.

As for your request for the double 5/8 bolt in the support beams, that was already in my scope of work in my original bid. But what is just as important as the bolt specifications, is the cross member size and floor joist size/dimensions that was not requested in your email.

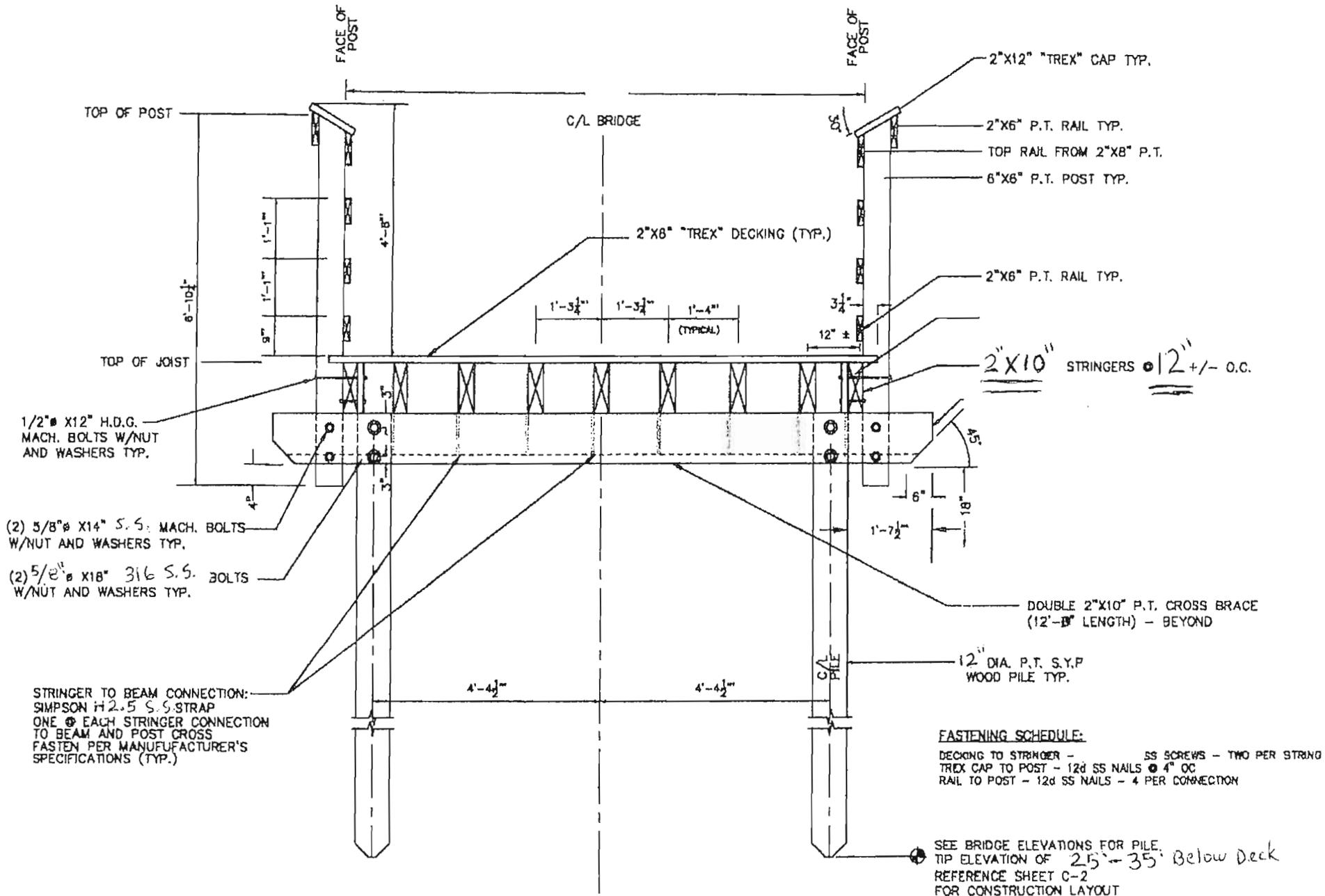
I'm attaching a set of engineered plans on the dimensions and spacing of the beams and floor joists for the framing of the fixed dock. These plans are from a previous project. I'm going to show a cross-section of the dock so that the city will know exactly what they are getting if I am awarded the job. As you can see on the cross-section, I have changed some of the dimensions of the pilings and beams to be sure that the 100 pounds per square foot is well obtained. I believe this is important because we bid the job without a set of plans and need to specify the construction design. I want to make sure you are comparing apples to apples. My drawing will line up with the verbal description in my bid packet.

Attached to this email is a set of plans of the cross section specifications for the dock. I appreciate you giving me the opportunity to explain this very important information. I feel as being a tax payer of Nassau County the job should be done correctly! As you review the job specifications and award the job appropriately, please review and contact my local references in my original bid packet for credibility.

Thanks again for your time.

Adam Wilson
Southeastern Docks
904-838-4847
Sent from my iPhone

ENTRANCE ELEVATION



TYPICAL BOARDWALK CROSS-SECTION

Nan Voit

From: Weston Merkel <merkelweston@yahoo.com>
Sent: Monday, May 23, 2016 6:14 PM
To: Nan Voit
Cc: Chad Merkel
Subject: Re: verification

Nan,

The specifications listed below are typical of the piling we use in marine environments and any piling we would install for the Egan's Creek project would conform to said specifications.

I hope this helps. Thank you.

Kindest regards,

Weston Merkel, Vice President



P.O. Box 3379 Ponte Vedra Beach, FL 32004

Office (904) 242-8104

Mobile (904) 307-2501

www.harbormarinedocks.com

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-66**
Award of Bid #16-04 - Creative Services & Fence Co., Inc.

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-66**

SYNOPSIS: The City of Fernandina Beach issued ITB #16-04 for the Florida Department of Transportation's (FDOT) grant-funded East Area Security & Access Control Project at the Fernandina Beach Municipal Airport.

Of the three bids that were opened and reviewed on May 3, 2016, the lowest was from Creative Services & Fence Co., Inc. in the amount of \$188,291 (including \$177,105 Base Bid 1 and \$11,186 Bid Additive 2). The scope of services includes modifying, updating, or replacing gates and 100 LF of fencing. (See Notice of Award and Contract Agreement Exhibit "A").

FISCAL IMPACT: This project is 100% funded by FDOT in the total amount of \$150,000 (including engineering fees). FDOT will fund \$122,500 of ITB # 16-04 and the remaining \$65,791 is available in the Airport Improvements account #420-4200-542.6300 because it is anticipated that other projects, namely the funds for the Airport Welcome Center, will not all be expended in the current fiscal year. Should additional funds be required, a budget transfer from the Airport Reserve Account #420-389.1000 will be prepared.

2016/2017 CITY COMMISSION GOALS: Beach Safety Alachua Street
(As approved by Resolution 2016-51) Soccer Field Lighting Stormwater
 Downtown Density Opportunity
 ADA Improvements Departmental
 Consideration

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-66. *DLM*

DEPARTMENT DIRECTOR Submitted by: Dale L. Martin Date: 5/19/16
City Manager
CONTROLLER Approved as to Budget Compliance *PAC* Date: 6/1/16
CITY ATTORNEY Approved as to Form and Legality *T&B* Date: 6/1/16
CITY MANAGER Approved Agenda Item for 06/07/16 *DLM* Date: 5/19/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-66

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, AWARDED BID #16-04 TO CREATIVE SERVICES & FENCE CO., INC. FOR WORK ON THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN AND CONSTRUCTION EAST AREA SECURITY ACCESS AND CONTROL PROJECT AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a Joint Participation Agreement with FDOT to receive a grant of \$150,000 via Resolution 2015-13 on January 20, 2015; and

WHEREAS, the City issued ITB #16-04 and received three bids of which the lowest was from Creative Services & Fence Co., Inc. in the amount of \$188,291 for work at the Fernandina Beach Municipal Airport as outlined in the East Area Security and Access Control project; and

WHEREAS, funding to support \$122,500 of the work will be reimbursed by FDOT; and funding for the entire project is available in the Airport Improvements account #420-4200-542.6300.

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

SECTION 1. The City Commission hereby awards Bid #16-04 to Creative Services and Fence Co., Inc. in the amount of \$188,291 for work at the Fernandina Beach Municipal Airport as outlined in the FDOT East Area Security and Access Control project.

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute the Notice of Award and Contract Agreement documents (Exhibit "A") upon review and approval of the City Attorney.

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

ADOPTED this 7th day of June, 2016.

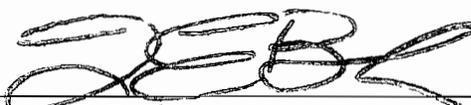
CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Caroline Best
City Clerk



Tammi E. Bach
City Attorney



May 11, 2016

Mr. Dale L. Martin
City Manager
204 Ash Street
Fernandina Beach, FL 32034

Re: **Recommendation of Award for
East Area Security & Access Control Project
Fernandina Beach Municipal Airport
City ITB# 16-04
PA Project No. 99000047.0065
FDOT Project FIN: 437288-1-94-15**

Dear Mr. Martin:

Passero Associates has reviewed the three (3) bids that were opened on May 3, 2016, for the East Area Security & Access Control project at Fernandina Beach Municipal Airport. This letter serves as Passero Associates' recommendation of award to Creative Services & Fence Co. Inc. of Yulee, FL.

Passero Associates performed a review of Creative Services & Fence Co. Inc. responsibility by researching the following:

- A detailed analysis of the bid submitted by Creative Services & Fence Co. Inc. revealed minor irregularities. However, none of the minor irregularities affected the outcome of the bid or the bid price. The bid appears to be fair and reasonable.
- Nassau County, Florida has issued Mark Gillis, VP of Creative Services & Fence Co. Inc., a Certificate of Competency – Specialty Trade: Spec. Fencing Contractor (License Spec. Active until 1/31/2017).
- Creative Services & Fence Co. Inc. did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid.
- Creative Services & Fence Co. Inc. did not appear on the U.S. Department of Labor's H-1B Willful Violator List of Employers.
- Creative Services & Fence Co. Inc. did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers.
- Creative Services & Fence Co. Inc. does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- Creative Services & Fence Co. Inc., has direct experience working at the Fernandina Beach Municipal Airport, and Airport Staff indicated no issues or problems have occurred.

A Bid Tabulation showing a summary of the bids received for and opened at the project's bid opening, May 3, 2016, 3:00 PM, is attached to this letter for your review.

Based on this information, Passero Associates recommends the construction contract be awarded to Creative Services & Fence Co. Inc. in the amount of one hundred eighty-eight thousand two hundred ninety-one dollars and zero cents (\$188,291.00) as follows:

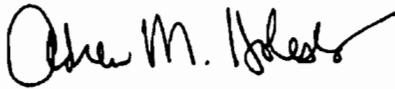
1. \$177,105.00 (one hundred seventy-seven thousand one hundred five dollars and zero cents) for Base Bid 1, and
2. \$11,186.00 (eleven thousand one hundred eighty-six dollars and zero cents) for Bid Additive 2.

The proposed Contract Agreement and the Notice of Award are enclosed for your review and use.

Also enclosed for your consideration and approval is Passero Associates' Work Order 16-65R for Construction Administration and Periodic Inspection/Observation Services, in the amount of \$7,500.00 (seven thousand five hundred dollars and zero cents).

If you have any questions or require additional information, please contact me.

Sincerely,



Andrew M. Holesko, CM
Vice President

Enclosures: Bid Tabulation
Contract Agreement
Notice of Award
PA Work Order 16-65R

BID TABULATION
East Area Security and Access Control (City ITB# 16-04)
Fernandina Beach Municipal Airport
Bid Opening May 3, 2016, 3:00 PM

OWNER: CITY OF FERNANDINA BEACH
 ENGINEER: PASSERO ASSOCIATES, LLC

BASE BID 1 - EAST AREA SECURITY & ACCESS CONTROL					BASE BID 1 - EAST AREA SECURITY & ACCESS CONTROL					
PAY ITEM NO.	DESCRIPTION	QUANTITY/ UNIT	Engineer's Estimate		Commercial Fence Contractors		Base Bid 1 - Lowest Bidder		George P. Coyle & Sons, Inc.	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
101	MOBILIZATION	1 LS	\$4,400.00	\$4,400.00	\$7,000.00	\$7,000.00	\$10,125.00	\$10,125.00	\$12,877.00	\$12,877.00
110	DEMOLITION	1 LS	\$4,000.00	\$4,000.00	\$8,400.00	\$8,400.00	\$700.00	\$4,740.00	\$3,900.00	\$3,600.00
F-162-5.1	AUTOMATIC CANTILEVER SLIDING GATE INCLUDING POSTS, SIGNS & AFFURTENANCE INSTALLED IN PLACE, COMPLETE	6 EA	\$5,000.00	\$30,000.00	\$4,500.00	\$28,800.00	\$7,366.00	\$44,196.00	\$10,852.50	\$65,115.00
F-162-5.2	HYDRAULIC SLIDE GATE OPERATOR, COMMERCIAL DUTY, 2 HP, 3 FT/SEC HYDRAULIC DRIVE, ADD ON UPS BATTERY BACK-UP, GATE FRONT EDGE OBSTRUCTION CONTROL, STUCK OPEN RELAY WITH SECURITY NOTIFICATION, COMPATIBLE EMERGENCY ACCESS DEVICE, HY-SECURITY, SLIDE DRIVER 50V/213, OR EQUAL, COMPLETE	6 EA	\$12,000.00	\$72,000.00	\$25,500.00	\$153,000.00	\$14,432.00	\$86,592.00	\$26,366.00	\$158,196.00
F-162-5.3	PROXIMITY CARD READER INTERCOM ACCESS & KEYPAD, DOORING, MODEL NOS. 1815-330 & 1838, OR EQUAL, ON STEEL PEDESTAL, COMPLETE	6 EA	\$1,000.00	\$6,000.00	\$5,900.00	\$35,400.00	\$1,316.00	\$7,896.00	\$3,850.00	\$23,100.00
F-162-5.4	LOOP DETECTOR SYSTEM, COMPLETE	6 EA	\$1,000.00	\$6,000.00	\$1,700.00	\$10,200.00	\$240.00	\$1,440.00	\$1,815.00	\$10,890.00
F-162-5.5	ELECTRICAL SYSTEM INCLUDING DISCONNECT, RAINPROOF LOAD CENTER, ALL INCIDENTALS, COMPLETE	6 EA	\$1,000.00	\$6,000.00	\$2,200.00	\$13,200.00	\$2,834.00	\$17,004.00	\$7,390.00	\$44,340.00
F-162-5.6	ELECTRICAL METER, UTILITY CONNECTION, CABLE, ALL INCIDENTALS, COMPLETE (GATE 4 & 5 AND 6)	2 EA	\$1,000.00	\$2,000.00	\$12,000.00	\$24,000.00	\$2,596.00	\$5,192.00	\$5,695.00	\$11,390.00
Base Bid 1 Total				\$134,400.00	Commercial Fence Base Bid 1 Total	\$280,000.00	Creative Services & Fence Co. Base Bid 1 Total	\$177,105.00	George P. Coyle & Sons, Inc. Base Bid 1 Total	\$329,608.00

BASE BID ALTERNATE 1A - EAST AREA SECURITY & ACCESS CONTROL (GATE OPERATOR ALTERNATE)					BASE BID ALTERNATE 1A - EAST AREA SECURITY & ACCESS CONTROL (GATE OPERATOR ALTERNATE)					
PAY ITEM NO.	DESCRIPTION	QUANTITY/ UNIT	Engineer's Estimate		Commercial Fence Contractors		Base Bid Alternate 1A Lowest Bidder		George P. Coyle & Sons, Inc.	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
F-162-5.20	ENTRANCE/EXIT GATE OPERATOR, COMMERCIAL DUTY, 1 HP, 1.7 FT/SEC CHAIN DRIVE, UPS BATTERY BACK-UP, GATE FRONT EDGE OBSTRUCTION CONTROL, STUCK OPEN RELAY WITH SECURITY NOTIFICATION, COMPATIBLE EMERGENCY ACCESS DEVICE, DOORING, MODEL NO 9150, OR EQUAL, COMPLETE	6 EA	\$2,000.00	\$12,000.00	\$8,500.00	\$51,000.00	\$4,338.00	\$26,028.00	\$6,285.00	\$37,590.00
Base Bid Alternate 1A				\$12,000.00	Commercial Fence Base Bid Alternate 1A Total	\$51,000.00	Creative Services & Fence Co. Base Bid Alternate 1A Total	\$26,028.00	George P. Coyle & Sons, Inc. Base Bid Alternate 1A Total	\$37,590.00

BID ADDITIVE 2 - EAST AREA SECURITY & ACCESS CONTROL					BID ADDITIVE 2 - EAST AREA SECURITY & ACCESS CONTROL							
PAY ITEM NO.	DESCRIPTION	QUANTITY/ UNIT	Engineer's Estimate		Bid Additive 2 Lowest Bidder		Commercial Fence Contractors		Creative Services & Fence Co.		George P. Coyle & Sons, Inc.	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
F-162-5.7	REMOVE EXISTING FENCE & GATE	155 LF	\$250.00	\$38,750.00	\$3.00	\$465.00	\$1,875.00	\$1,875.00	\$1,875.00	\$1,875.00	\$4.00	\$620.00
F-162-5.8	CHAIN LINK FENCE, AFT, INCLUDING: MANUAL CANTILEVER GATE, POSTS, SIGNS & AFFURTENANCE INSTALLED IN PLACE, COMPLETE	1 LS	\$2,500.00	\$2,500.00	\$8,800.00	\$8,800.00	\$9,311.00	\$9,311.00	\$13,656.00	\$13,656.00	\$13,655.00	\$13,655.00
Bid Add 2 Total				\$41,250.00	Commercial Fence Bid Additive 2 Total	\$9,265.00	Creative Services & Fence Co. Bid Additive 2 Total	\$11,186.00	George P. Coyle & Sons, Inc. Bid Additive 2 Total	\$14,275.00		

				Lowest Bidder							
Totals - Base Bid 1 & Bid Additive 2:				Eng. Estimate	\$175,650.00	Commercial Fence Contractors	\$289,265.00	Creative Services & Fence Co., Inc.	\$188,291.00	George P. Coyle & Sons, Inc.	\$343,883.00

BASE BID 1 - EAST AREA SECURITY & ACCESS CONTROL				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
F-162-5.5	6 EA	ELECTRICAL SYSTEM INCLUDING DISCONNECT, RAINPROOF LOAD CENTER, ALL INCIDENTALS COMPLETE	\$ 2,834.00	\$ 17,004.00
		DOLLARS PER EA		
F-162-5.6	2 EA	ELECTRICAL METER, UTILITY CONNECTION, CABLE, ALL INCIDENTALS, COMPLETE (GATE 4, 5, AND 6)	\$ 2,556.00	\$ 5,112.00
		DOLLARS PER EA		
		BASE BID - TOTAL	\$ 29,534.00	\$ 177,105.00

BASE BID ALTERNATE 1A - EAST AREA SECURITY & ACCESS CONTROL (GATE OPERATOR ALTERNATE)				
ITEM NUMBER	NUMBER OF UNITS	DESCRIPTION AND UNIT PRICE IN WORDS	UNIT PRICE IN NUMBERS	TOTAL AMOUNT
F-162-5.2a	6 EA	ENTRANCE/EXIT GATE OPERATOR, COMMERCIAL DUTY, 1 HP, 1.7 FT/SEC CHAIN DRIVE, UPS BATTERY BACK-UP, GATE FRONT EDGE OBSTRUCTION CONTROL, STUCK OPEN RELAY WITH SECURITY	\$4,338.00	\$26,028.00
		DOLLARS PER EA		
		BID ALT - TOTAL	\$19,440.00	\$116,541.00

Form of
CONTRACT AGREEMENT
City of Fernandina Beach
FDOT Project FIN: 437288-1-94-15

THIS AGREEMENT, made as of _____ is

BY AND BETWEEN

The OWNER: City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

And the CONTRACTOR:

(Name) Creative Services & Fence Co., Inc.

(Address) 85349 Cuno Creek Drive

(City, State, Zip Code) Yulee, FL 32097

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Fernandina Beach Municipal Airport generally described as follows;

East Area Security and Access Control

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 - Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplemental Forms, Specifications, Drawings, all issued addenda, Advertisement for Bids, Instructions-to-Bidders, Bid and associated attachments, Performance Bond, Payment Bond, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All contract documents comprising the Contract Document are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. Said Contract Document is incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Document, OWNER shall pay the CONTRACTOR an amount equal to:

One hundred eighty-eight thousand two hundred ninety-one dollars and zero cents
(\$188,291.00)

Subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid **for Base Bid 1 and Bid Additive 2**, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within **thirty (30)** calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **sixty (60) calendar** days of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$500.00** per day for each calendar day required in excess of the authorized Contract Time **sixty (60) Calendar Days**.

Furthermore, the CONTRACTOR understands and agrees that;

- a. The OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. The OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

ARTICLE 9 - INDEMNIFICATION, INSURANCE AND BONDS

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

Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the Owner and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The Owner shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the Owner before entering into any settlement of such claim. Notwithstanding anything

to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Owner and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Owner, be detrimental in any material respect to the Owner's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Owner; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

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

Article 10 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 11 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

**Passero Associates, LLC
13453 N. Main St., Suite 104
Jacksonville, FL 32218**

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Fernandina Beach
Address: 204 Ash Street
Fernandina Beach, FL 32034

By: _____
Signature

Title of Representative

ATTEST

By: _____
Signature

Title

CONTRACTOR

Name: Creative Services & Fence Co., Inc.
Address: 85349 Cuno Creek Drive
Yulee, FL 32097

By: Dana Hillis
Signature
President
Title of Representative

ATTEST

By: Jane L. Meacham
Signature
WITNESS
Title

APPROVED AS TO FORM & LEGALITY:


CITY ATTORNEY

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-67**
Work Order 16-65R - Passero Associates, LLC

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-67**

SYNOPSIS: Passero Associates, LLC proposes Work Order 16-65R in the amount of \$7,500 to provide construction administration, periodic resident engineering and inspection/observation services for the FDOT Design and Construction East Area Security Access and Control project at the Fernandina Beach Municipal Airport (Exhibit "A").

The City Commission approved the Joint Participation Agreement with FDOT to receive \$150,000 via Resolution 2015-13 on January 20, 2015.

FISCAL IMPACT: Funding in the amount of \$7,500 is available in Airport Improvements account #420-4200-542.6300 and will be reimbursed by FDOT at 100%.

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input checked="" type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: No additional comments.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016- **67**. *DLM*

DEPARTMENT DIRECTOR	Submitted by: Dale L. Martin City Manager	Date: 05/19/16
CONTROLLER	Approved as to Budget Compliance <i>DLM</i>	Date: <i>5/24/16</i>
CITY ATTORNEY	Approved as to Form and Legality <i>TEB</i>	Date: <i>5/27/16</i>
CITY MANAGER	Approved Agenda Item for 06/07/16 <i>DLM</i>	Date: 05/19/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

RESOLUTION 2016-67

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING PASSERO ASSOCIATES, LLC'S WORK ORDER 16-65R TO PROVIDE CONSTRUCTION ADMINISTRATION AND ENGINEERING AND INSPECTION SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DESIGN AND CONSTRUCTION EAST AREA SECURITY ACCESS AND CONTROL PROJECT AT THE FERNANDINA BEACH MUNICIPAL AIRPORT; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission approved a Joint Participation Agreement with FDOT to receive a grant of \$150,000 via Resolution 2015-13 on January 20, 2015; and

WHEREAS, the City Commission approved Passero Associates, LLC's Work Order 15-65 to provide engineering design and bid phase services in the amount of \$20,000 via Resolution 2015-108 on August 4, 2015; and

WHEREAS, Passero Associates, LLC is proposing Work Order 16-65R in the amount of \$7,500 to provide construction administration and engineering and inspection services; and

WHEREAS, funding to support the Work Order is available in Airport Improvements account # 420-4200-542.6300, and the FDOT will reimburse the City \$7,500 (100%).

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

SECTION 1. The City Commission hereby approves Passero Associates, LLC's Work Order 16-65R, attached hereto as Exhibit "A", to perform construction administration and engineering and inspection services for the East Area Security and Access Control project at the Fernandina Beach Municipal Airport.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute Work Order 16-65R with Passero Associates, LLC upon review and approval by the City Attorney.

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

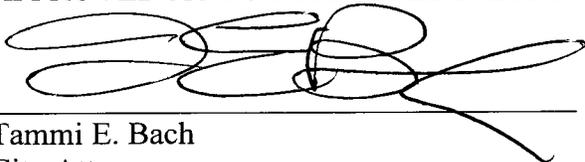
ADOPTED this 7th day of June, 2016.

CITY OF FERNANDINA BEACH

John A. Miller
Commissioner - Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

Caroline Best
City Clerk

City of Fernandina Beach



Fernandina Beach Municipal Airport (FHB)

East Area Security and Access Control (Construction / Installation Phase)

Construction Administration, Periodic Resident
Engineering and Inspection / Observation Services

by

Passero Associates, LLC

(Passero Project No. 99000047.065R)

Work Order 16-65R

Work Order 16-65R
East Area Security and Access Control – Construction/Installation Phase
Fernandina Beach Municipal Airport (FHB), City of Fernandina Beach, FL

PASSERO ASSOCIATES (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Fernandina Beach (dated June 3, 2008), all of which terms and conditions are incorporated herein by reference:

Project Location: Fernandina Beach Municipal Airport, Fernandina Beach, Florida.

Project Description: East Area Security and Access Control.

Scope of Basic Services: Construction Administration, Periodic Resident Engineering and (Periodic) Inspection / Observation (See Attachment A: Scope of Work).

Scope of Special Services: None.

Client Manager / Project Coordinator: Dale L. Martin, City Manager.

PA Program Manager: Andrew Holesko, CM, Vice President.

PA Project Manager: David F. Harris, III, Senior Construction Inspector.

Basic Services Compensation and Method of Payment: Not-to-Exceed: \$ 7,500.00

Total Project Cost: Not-to-Exceed: \$ 7,500.00

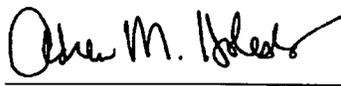
Schedule: As presented and assigned by the City.

Meetings: As requested and assigned by the City.

- Deliverables:**
- 1. Periodic Progress Reports.
 - 2. One (1) reproducible set of (final) record drawings.
 - 3. Closeout Documents.

"Consultant"
Passero Associates, LLC

"Client"
City of Fernandina Beach

BY: 

BY: _____

Andrew Holesko
Typed Name

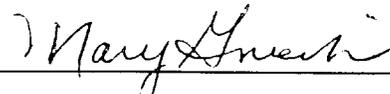
Dale L. Martin
Typed Name

Title: Vice President

Title: City Manager

ATTEST:

ATTEST:

BY: 

BY: _____

Mary Gnietch, contracts/Grants
Name, Title Administrator

Name, Title

Date: 05/11/2016

Date: _____

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

Attachment A: Scope of Work - Work Order 16-65R
East Area Security and Access Control (Construction / Installation Phase)
Fernandina Beach Municipal Airport (FHB), Fernandina Beach, Florida

I. Project Description

Security improvements and access control installations for the East Area of the Fernandina Beach Municipal Airport, will include: (1) replacing the existing swing gate at the Airfield's Bailey Road access with a rolling/cantilever gate; (2) updating existing gate operators at the Airfield's three Airport Road access points; (3) modifying the fence boundary to the east of those Airport Road gates by removing approximately 155 LF of fencing and installing approximately 100 LF of fencing (see attached Project Sketch); and (4) at the Airfield's Jamestown Road access – modifying its northern-most gate and access control and replacing the southern-most gate with a rolling/cantilever gate and access control (see attached Project Sketch).

Note: During the design-phase, the project was updated to add / modify two additional fencing / gate areas and proposed three bidding options, with corresponding technical specification updates.

II. Basic Services

Professional Construction Administration and Periodic Inspection/Observation services to be provided by Passero Associates, LLC (Consultant) to the City of Fernandina Beach (City) shall include the following Basic Services:

A. Construction / Contract Administration

In the Construction Administration Phase, the Consultant shall assist the City in administering the construction contract with the selected Contractor for compliance with applicable regulations, and as follows:

1. Assist the City in managing the technical and administrative components of the project.
2. Provide periodic updates to the City and airport staff, as requested throughout the life of the project.
3. Provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at construction coordination meetings and other meetings required during the course of construction. Prepare, review, and distribute minutes of these meetings, if applicable.
4. Review, approve or take appropriate action on contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.
5. Review and take appropriate action, with the City, on alternative construction methods proposed by the contractor.
6. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
7. Assist the City in resolving contractor claims and disputes.
8. Interpret the requirements of the contract documents and advise the contractor of these requirements on behalf of the City.

9. Review and furnish the City one reproducible set of the record drawings (to be completed by the contractor) for the completed project.
10. Participate in the pre-final and final inspections of the completed project with City and Airport personnel, the FDOT, and the contractor.
11. Provide assistance to the City as an expert witness in any litigation that may arise from the development or construction of the project.

B. Periodic Resident Engineering and Construction Inspection / Observation Phase

This Phase is field-based. The Consultant's assigned Resident Engineer (RE) / Inspector will be providing periodic observation services on the construction site. The RE / Inspector shall assist the City in monitoring and observing the construction phase of the Project by providing the following services:

1. Maintain a project record in accordance with the requirements of the State of Florida Department of Transportation for aviation capital improvement projects.
2. Review documents and submissions by contractors pertaining to scheduling and advise the City as to their acceptability.
3. Observe the work to determine general conformance to the contract documents and to ascertain the need for correction or rejection of the work.
4. Attend, conduct, and prepare minutes for pre-construction conference, progress meetings, the final inspection (walk-through) meeting of the completed project, and any other special meetings, as needed or requested by the City.
5. Arrange for, conduct or witness field, laboratory or shop tests of construction materials as required by the Project's plans and specifications.
6. Interpret the contract plans and specifications and monitor the construction activities to maintain general compliance with the intent of the design. Note: This task does not include extensive and exhaustive reviews of all elements of the project.
7. Measure, compute or check quantities of work performed and quantities of materials in-place for partial and final payments to the contractor.
8. Prepare and submit reports of construction activity and problems encountered, as required by the City and the State of Florida Department of Transportation.
9. Prepare, review and approve periodic and final payments to contractor.
10. Review Contractors final records, including as-built drawings, record drawings, and certification of project completion and all project closeout documents.
11. Assist City with the project closeout.

C. Grants Administration

Throughout the duration of this project, the Consultant will provide grants administration assistance to the City as follows:

1. Attend and provide assistance to the City at all project funding coordination meetings with the FDOT.
2. Assist the City in the preparation and input of this project's information into their airport JACIP program.
3. Assist in the preparation of reimbursement request package; coordination of execution by City and submissions to the FDOT.
4. Assist City in compiling and submitting all necessary project closeout documents required by the FDOT.
5. Serve as liaison for the City with FDOT, as requested.

D. Clarification of Responsibilities / Duties of Consultant

The contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. Passero Associates, LLC construction-phase work tasks are limited to those specified in this Work Order, No.16-65R, executed by the City. At no time will Passero's responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.

The contractor should be aware that neither the approval of contractor shop drawings nor the presence of Passero representatives nor the observation of the work by Passero representatives shall excuse the contractor in any way from defects discovered in the Work. The Contractor is responsible for project site safety.

Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the contractor's work.

III. SPECIAL SERVICES

This Scope of Work includes no Special Services for this phase of the project.

IV. OTHER CONSIDERATIONS

1. Except as provided in Section III above, this project does not include any other form of special services. For example, the project does not include the following:
 - Any Additional Permitting
 - Topographic Survey
 - Bidding
 - Wetland delineation or other specialized study or design
 - Preparation of additional related Design, Construction Plans, and Specifications
 - Other special services that may be desired or requested (such as environmental studies, traffic study or other special studies, etc.).
2. Additional Services that may be required during the life of the project, shall be performed, as agreed upon by the City and Consultant, and as approved, in writing, by the City prior to such services being rendered or performed.
3. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero shall have the right to rely on this data and Passero is not responsible for data that is not provided for in the course of this Agreement.

END OF SCOPE OF WORK

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Resolution 2016-68**
Development Agreement with LignoTech Florida, LLC

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Resolution 2016-68**

SYNOPSIS: LignoTech Florida, LLC approached City staff about future development and permitting of their proposed lignin plant and has been working with City staff since February 2016 to draft a development agreement for consideration by the City Commission. Pursuant to §§ 163.3220-163.3243, Fla. Stats., called the "Florida Local Government Development Agreement Act", the Florida Legislature finds and declares that: (a) The lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; (b) Assurance to a developer that upon receipt of his or her development permit or brownfield designation he or she may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; (c) In conformity with, in furtherance of, and to implement the Community Planning Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; (d) This intent is effected by authorizing local governments to enter into development agreements with developers, subject to the procedures and requirements of §§163.3220-163.3243; and (e) §§ 163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing.

The Florida Development Agreement Act requires that the City hold two (2) public hearings advertised in a general circulation newspaper. This first public hearing was advertised in the NewsLeader on May 27, 2016.

FISCAL IMPACT: N/A

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission adopt proposed Resolution 2016-68. *DM*

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



DEPARTMENT DIRECTOR

Submitted by: Tammi E. Bach
City Attorney

Date: 5/27/16

CONTROLLER

Approved as to Budget Compliance

Date: 5/31/16

CITY ATTORNEY

Approved as to Form and Legality T.E.B.

Date: 5/31/16

CITY MANAGER

Approved Agenda Item for 6/7/16 DWM

Date: 5/31/16

COMMISSION ACTION:

- Approved As Recommended
- Approved With Modification
- Other

- Disapproved
 - Postponed to Time Certain
 - Tabled
-

RESOLUTION 2016-68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH RAYONIER PERFORMANCE FIBERS, LLC AND LIGNOTECH, FLORIDA, LLC; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, LignoTech Florida, LLC approached City staff about future development and permitting of their proposed lignin plant and has been working with City staff since February 2016 to draft a development agreement for consideration by the City Commission; and

WHEREAS, the Florida Legislature finds and declares that: (a) the lack of certainty in the approval of development can result in a waste of economic and land resources, discourage sound capital improvement planning and financing, escalate the cost of housing and development, and discourage commitment to comprehensive planning; and

WHEREAS, the Florida Legislature also finds that assurance to a developer that upon receipt a development permit they may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, and reduces the economic costs of development; and

WHEREAS, in conformity with, in furtherance of, and to implement the Community Planning Act and the Florida State Comprehensive Planning Act of 1972, it is the intent of the Florida Legislature to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, this intent is effected by authorizing the City to enter into development agreements with developers, subject to the procedures and requirements of §§163.3220-163.3243;

WHEREAS, §§163.3220-163.3243 shall be regarded as supplemental and additional to the powers conferred upon local governments by other laws and shall not be regarded as in derogation of any powers now existing; and

WHEREAS, the Florida Development Agreement Act requires that the City hold two (2) public hearings advertised in a general circulation newspaper.

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 Development Agreement with Rayonier Performance Fibers, LLC and LignoTech Florida, LLC, attached hereto as Exhibit "A".

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

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

ADOPTED this 7th day of June, 2016.

ATTEST:

CITY OF FERNANDINA BEACH

Caroline Best
City Clerk

John A. Miller
Mayor – Commissioner

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

DEVELOPMENT AGREEMENT

for the project known as Fernandina Lignin Plant (the "Facility") located at 6 Gum Street,
Fernandina Beach, Florida.

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into and made as of the ___ day of June, 2016, by and among the CITY OF FERNANDINA BEACH, a Florida municipal corporation ("City"), RAYONIER PERFORMANCE FIBERS, LLC, a Delaware limited liability company ("Owner") and LIGNOTECH FLORIDA LLC, a Delaware limited liability company ("Developer"), each of City, Owner and Developer being at times referred to herein as a "Party", and collectively, "Parties".

WITNESSETH

WHEREAS, Sections 163.3220 – 163.3243, Florida Statutes, which set forth the Florida Local Government Development Agreement Act ("Act"), authorize City to enter into binding development agreements with persons having legal or equitable interest in real property located within the corporate limits of the City; and

WHEREAS, Owner holds legal title to certain real property that is the subject of this Agreement, said real property consisting of approximately 6.37 acres being located in Nassau County, Florida, situated within the corporate limits of the City of Fernandina Beach, and being more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Subject Property"); and

WHEREAS, Developer, Owner and City desire to facilitate the orderly development of the Facility upon the Subject Property (the "Proposed Development") in compliance with the laws and regulations of the City and other applicable state and federal laws and regulations; and

WHEREAS, consistent with Section 163.3233(1), Florida Statutes, the City's laws and policies governing the development of land (including, without limitation, the Comprehensive Plan and the Land Development Code) at the time of the execution of this Agreement shall govern the development of Subject Property for the duration of this Agreement; and

WHEREAS, in full compliance with applicable law, the City Commission approved this Agreement and authorized and directed its execution by the appropriate officials of the City;

WHEREAS, it is the purpose of this Agreement to clearly set forth the understanding and agreement of the Parties concerning the matters contained herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference.

2. **Ownership.** Owner is the legal and equitable owner of the Subject Property.

3. **Duration.** The duration of the term of this Agreement (the “Term”) is binding and runs with the land for a period of ten (10) years, subject to extension by mutual written agreement of the Parties hereto.

4. **Permits, Conditions, Fees.** City agrees to issue to Owner and/or Developer all required building permits, approvals or other required permits and Certificates of Occupancy for the construction, use and occupancy of the Proposed Development, subject to Owner’s and/or Developer’s compliance with all applicable codes, ordinances, regulations, the Site Plan (hereinafter defined) and this Agreement. Specifically, as contemplated by the Comprehensive Plan, Land Development Code, Code of Ordinances and this Agreement, the foregoing process shall be comprised of the following steps:

- (a) **Pre-Application Conference with City Manager.** For the purposes outlined in Section 11.01.02 of the Code.
- (b) **Technical Review Committee (TRC) Meeting.** To consist of review of preliminary site plan. TRC has determined that full site plan review is warranted based on the facts and circumstances, and has directed Owner/Developer into the formal Site Plan application and review process.
- (c) **Site Plan Approval Phase.** Site Plan review and approval process carries a maximum fee of \$3,000, which has been paid by Owner/Developer. As used herein, the term “Site Plan” shall mean a site plan meeting the requirements set forth in 11.01.04 of the Code.
- (d) **Industrial Self-Certification.** City hereby agrees that the exemption referenced in Section 1(c) of City Ordinance No. 97-4 (the “Ordinance 97-4 Exemption”), as in effect as of the date hereof, shall apply with respect to Group F structures within the Proposed Development.
- (e) **Building Permit Application Phase.** Consistent with Section 2 of City Ordinance 97-4, City hereby agrees that, subject to Owner’s and Developer’s compliance with

the industrial self-certification requirements contained in the Ordinance 97-4 Exemption, the building permit fee for Group F structures in the Proposed Development shall be \$100.00 per structure. A copy of the current building permit fee schedule is attached hereto as Exhibit B.

(f) **Other Permits.** The Proposed Development will be incorporated into the Owner's existing permits required for development of the Subject Property, including the St. Johns River Water Management District, Consumptive Use Permit (CUP) and the Florida Department of Environmental Protection, National Pollutant Discharge Elimination System Permit (NPDES). A Florida Department of Environmental Protection, Air Construction Permit is also required.

(g) **Impact Fees.** Prior to City's issuance of the Building Permit with respect to the Facility, Owner or Developer shall be responsible for payment of the following impact fees (it being acknowledged that no other impact fees will be assessed or made payable in connection with the Facility).

1. Municipal Impact Fees – One-time fee shall equal the total non-residential floor area square footage multiplied by \$0.831 per square foot. Municipal Impact Fees are collected at the following rates per square foot of non-residential construction for the following municipal services: Police at \$0.145; Fire at \$0.291 and Public Facilities at \$0.395.
2. Utilities Impact Fees – One-time water impact fee shall equal \$959.00 per 350 gallons of designed daily water usage (*e.g.*, for designed estimated daily water usage of 175 gallons, the applicable one-time fee would be \$479.50), and a one-time sewer impact fee of \$2,321.00 per 300 gallons (*e.g.*, for designed estimated daily sewer usage of 150 gallons, the applicable one-time fee would be \$1,160.50).

5. **Description of Public Facilities.** City sanitary sewer and potable water is available to the Proposed Development on the effective date of this Agreement, and City, Owner and Developer understand and agree that the Proposed Development will connect to these public facilities. Sufficient public streets and rights-of-way currently exist to service the Proposed Development.

6. **Development Phases.** The Proposed Development is currently contemplated to be completed over two distinct phases occurring within the Term; provided, however, completion of the Proposed Development in more or fewer phases occurring within the term is acceptable provided that building permitting is obtained with respect to each distinct phase (it being expressly acknowledged and agreed that the initial approvals given under subsections 4(a)-

(c) shall cover all phases of the Proposed Development). The Proposed Development is an industrial use and will not contain any residential densities to increase population. The Proposed Development intensity is limited to a floor area ratio of no greater than 0.75 of the Subject Property. Building height limitations are exempt for mill operations per Land Development Section 4.02.03(E) Note 5.7.

7. **Consistency with Comprehensive Plan and Land Development Code.** City hereby confirms, acknowledges and agrees that the Proposed Development (which Proposed Development concept incorporates the requirement that the Proposed Development comply with applicable National Flood Insurance Program (NFIP) requirements) is consistent with City's Comprehensive Plan and Land Development Code. The parties hereby understand and agree that review and approval by the City Technical Review Committee of any site plans is required for all phases of development which are not included in the Site Plan submissions made pursuant to Section 4(c) above.

8. **Storage of Hazardous Materials or Waste.** City hereby confirms, acknowledges and agrees that the Proposed Development will be conclusively deemed to be in full compliance with Comprehensive Plan Policy 5.03.13 provided that the Proposed Development adheres to NFIP requirements established by the Federal Emergency Management Agency (FEMA). Specifically, Owner and Developer agree that hazardous materials associated with the Proposed Development shall be stored outside the base flood elevation (100-year floodplain) (BFE), and/or, be elevated higher than the BFE while meeting NFIP and FEMA explicit anchoring requirements.

9. **Tree Ordinance Exemption.** City, Owner and Developer hereby confirm, acknowledge and agree that the Subject Property and the Proposed Development are exempt from the requirements of LDC Section 4.05.02(D)(5).

10. **Consistency with FEMA and NFIP.** The flood zone and the BFE of the buildings in the Proposed Development will be designed to the latest version of the FIRM maps in effect as of the effective date of this Agreement. Map number 12089C0236G, version 2.3.3.2 determined the Proposed Development to be in an AE flood zone, and a BFE of 9.0 feet elevation.

11. Failure of this Agreement to address particular permit, condition, term or restriction shall not relieve Owner or Developer from the necessity of complying with the laws governing any permitting requirements, conditions, term or restriction pursuant to §163.3227(1)(i), Fla. Stats.

12. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned

process. Said notice shall be sent to the following, as applicable:

OWNER:

Rayonier Performance Fibers, LLC
10 Gum Street
Fernandina Beach, FL 32035
Attn: General Manager

With copy to:

Rayonier Advanced Materials
1301 Riverplace Boulevard
Suite 2300
Jacksonville, FL 32207
Attn: General Counsel

DEVELOPER:

LignoTech Florida LLC
6 Gum Street
Fernandina Beach, FL 32035
Attn: Managing Director

CITY:

City Manager
204 Ash Street
Fernandina Beach, FL 32034

With copy to:

City Attorney
204 Ash Street
Fernandina Beach, FL 32034

Should any Party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein.

13. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

14. **Binding Effect.** This Agreement shall run with the land, shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Nassau County, Florida. This Agreement does not, and is not intended to, prevent or impede City from exercising its legislative authority as the same may affect the Subject Property.

15. **Severability.** If any part of this Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Development Agreement is declared severable.

16. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

17. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by City, at Owner's or Developer's expense, in the Public Records of Nassau County, Florida.

18. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Nassau County, Florida.

19. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Nassau County, Florida.

[signatures begin on following page]

IN WITNESS WHEREOF, Owner, Developer and City have executed this Agreement.

**RAYONIER PERFORMANCE FIBERS,
LLC**

ATTEST:
Rhonda Blake
Signature of Witness # 1

Rhonda Blake
Print or type name

[Signature]
Signature of Witness #2

OMAR DÍAZ
Print or type name

By: C.A. McDonald
Signature

C.A. McDonald
Print or type name

As: General Manager
Print or type

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1st day of June, 2016, by C.A. McDonald, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Rhonda M. Blake
Signature of Notary

Rhonda M. Blake
Print or type name



LIGNOTECH FLORIDA LLC

ATTEST:

Rhonda Blake
Signature of Witness # 1

Rhonda Blake
Print or type name

[Signature]
Signature of Witness #2

OMAR DÍAZ
Print or type name

[Signature]
By:
Signature

Mark Homans
Print or type name

As:
Manager
Print or type

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 1st day of June, 2016, by mark Homans, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Rhonda M. Blake
Signature of Notary

Rhonda M. Blake
Print or type name



**CITY OF FERNANDINA BEACH,
FLORIDA**

ATTEST:

Signature of Witness # 1

Print or type name

Signature of Witness #2

Print or type name

By:

Signature

Print or type name

As:

Print or type

APPROVED AS TO FORM & LEGALITY:



CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____, and _____, of _____, who is/are personally known to me or who has/have produced _____ as identification and who did not (did) take an oath.

Signature of Notary

Print or type name

(NOTARY SEAL)

EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

The Subject Property is located in Fernandina Beach, Florida in Nassau County, being an approximately 6.37-acre portion of existing tax parcel 00-00-31-1840-0000-0000, as more fully depicted below. This portion of the existing parcel is owned by Rayonier Performance Fibers, LLC and it will be leased to the owner of the Proposed Development, LignoTech Florida LLC.



EXHIBIT B
FEE SCHEDULE



**PERMITS
FEES**

FEES: Permit fees vary depending on the type of permit and the associated scope of work.

IMPORTANT NOTES: The building permit fee may not be the only fee you face for certain work. New commercial and residential construction will be assessed Impact Fees through the permitting process to collect Police, Fire, Public Facilities and Parks & Recreation (residential only) impact fees. Additionally, the City's Utilities Department will assess Impact and tap fees for connection to the City's water and sewer system.

Exterior projects within the City's Historic Districts require receipt of a Certificate of Approval prior to permitting. A "Planning / HDC" application will need to be submitted prior to submitting a permit application.

KEY CONTACTS: The Building Department will guide your application through appropriate reviews with other departments. For instances of new construction and the installation of irrigation systems, please contact the City's Utilities Department at 904-310-3420 to discuss fees associated with connection to the City's water and sewer system.

Permit Type	Fee
General Building*	
- first \$1,000 job cost	\$100
- each additional \$1,000	\$7
Plan Review	50% of permit fee
General Building	
- < \$1,000 with no plan review	\$50
*General Building Permit fee totals are building permit fee + plan review fee (1/2 the building permit fee) + zoning review (\$50)	
Roofing	
- first \$2,000 job cost (1 square no permit)	\$100
- each additional \$1,000	\$7
Fence - Structural	
- first \$1,000 job cost	\$50
- each additional \$1,000	\$7
Grade, Excavate + Fill	
- first \$1,000 job cost	\$100
- each additional \$1,000	\$7

City of Fernandina Beach Community Development Department - 204 Ash Street Fernandina Beach, FL 32034
P: 904-310-3125 F: 904-310-3460 www.fbfla.gov/cdd
Revised October 2015
Page 1 of 3

Permit Type	Fee
Plumbing	
- first \$1,000 job cost	\$100
- each additional \$1,000	\$7
- < \$1,000 with no plan review, one inspection	\$50
PLUS	
- waste outlet	\$8
- fixture	\$8
- floor drain	\$7
- water heater	\$5
- pool, in-ground	\$100
- pool, above-ground	\$100
- pool, commercial	\$175
Electrical	
- first \$1,000 job cost	\$100
- each additional \$1,000	\$7
- temporary pole	\$75
- < \$1,000 with no plan review, one inspection	\$50
Mechanical	
- first \$1,000 job cost	\$100
- each additional \$1,000	\$7
- < \$1,000 with no plan review, one inspection	\$50
Gas	
- base fee	\$100
- installation of tank	\$75
- installation of meter	\$50
- each appliance	\$15
- < \$1,000 with no plan review, one inspection	\$50

Miscellaneous Permits and Fees

Driveway Permit	\$35
Zoning Permit	\$50
- non-structural fence	
- exempted accessory building (<12' ridge height, ≤ 150 s.f., non-aluminum)	
- residential deck (≤ 12" above grade and ≤ 150 s.f.)	
Sign Permit	
- value \$0 - \$100	\$60
- value \$101 - \$500	\$70
- value \$501 - \$1000	\$80
- each additional \$1,000	\$7
- if plan review required	plus 50% of permit fee
(electrical permit fees may also be applicable)	

Impact Fees (new construction and additions)

- School (per new residential unit)	\$3,268
- Municipal*	
- Police	\$0.145
- Fire	\$0.291
- Public Facilities	\$0.395
- Parks & Recreation (residential only)	\$1.95

*Municipal impact fees are calculated by heated area for residential projects and floor area for non-residential projects:

Residential heated area is the floor area of a residential structure that is designed to be provided with heat and/or air conditioning and is not gross floor area of the structure.

Nonresidential floor area is the total area of all floors of a non-residential building as measured to the exterior walls and including halls, stairways, elevator shafts, attached garages, porches and balconies, open areas, docks or walkways not covered by a roof and which are used for some business related purpose.

Mixed Use projects: If a building permit is requested for mixed uses, then the impact fee shall be determined by apportioning the space committed to residential or non-residential use and applying the above definitions/fees.

- Utilities Impact Fees

(See UTILITIES Department for final calculations – fees are assessed independent of Building Department permitting.)

- Water / per Equivalent Residential Unit (ERU)	\$959
- Sewer / per Equivalent Residential Unit (ERU)	\$2,321

New home construction will require the following:

- general building permit
- roofing permit
- trade permits
- driveway permit
- address assignment (\$10) – this is done through the Fire Department at 904-277-7331.
- zoning review fee (\$50)
- municipal impact fees (\$2,781 /conditioned sq.ft.)
- school impact fee (\$3,268)
- utilities impact fees - Utility impact fees and connection fees are assessed and collected independent of and prior to permitting. Contact the Utilities Department at 904-310-3420 for more information.



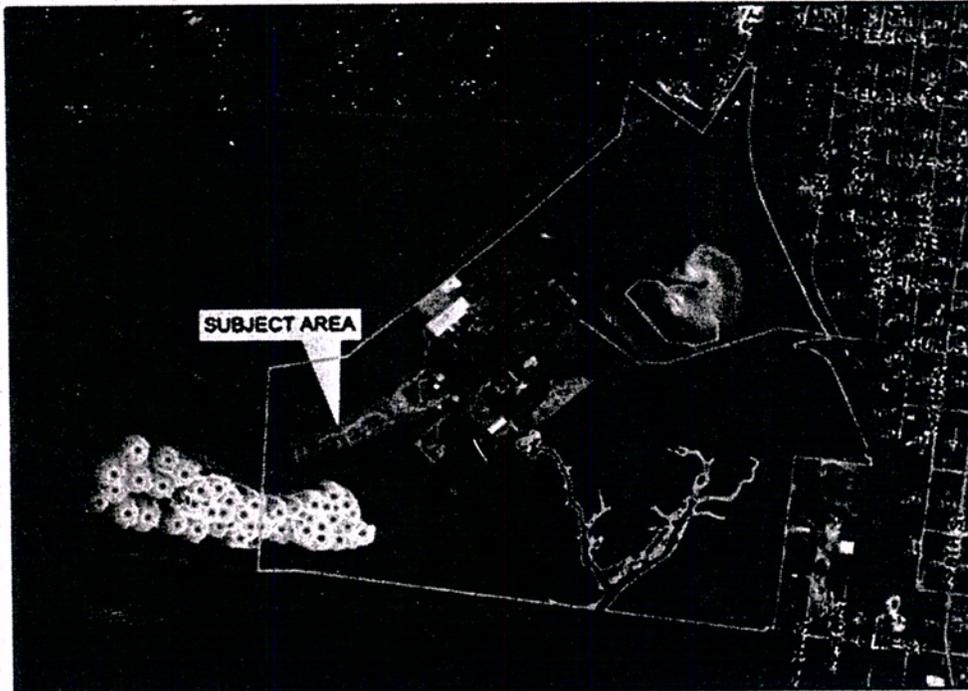
NOTICE OF PUBLIC HEARING CITY COMMISSION CITY OF FERNANDINA BEACH

NOTICE IS HEREBY GIVEN that a Public Hearing is scheduled for **Tuesday, June 7, 2016 at 6:00 p.m.** in the City Commission Chambers, 204 Ash Street Fernandina Beach, Florida to consider the following applications:

DEVELOPMENT AGREEMENT

THE CITY OF FERNANDINA BEACH WILL CONSIDER AN AGREEMENT WITH LIGNOTECH FLORIDA FOR THE DEVELOPMENT OF LIGNIN PROCESSING FACILITY LOCATED ON A LEASEHOLD AREA AS PART OF THE OVERALL PROPERTY CONTAINING RAYONIER ADVANCED MATERIALS LOCATED AT 6 GUM STREET FERNANDINA BEACH, FL 32034. THE INTENDED DEVELOPMENT IS INDUSTRIAL AND WILL NOT CONTAIN ANY RESIDENTIAL DENSITIES TO INCREASE POPULATION. THE DEVELOPMENT INTENSITY IS LIMITED TO A FLOOR AREA RATIO OF NO GREATER THAN 0.75 OF THE ENTIRE PROPERTY. BUILDING HEIGHT LIMITATIONS ARE EXEMPT FOR MILL OPERATIONS PER LDC SECTION 4.02.03(E) NOTE 5. A COPY OF THE PROPOSED AGREEMENT MAY BE LOCATED AT THE CITY ATTORNEY'S OFFICE LOCATED AT 516 S. 10TH STREET FERNANDINA BEACH, FL 32034.

PROPOSED DEVELOPMENT AGREEMENT WITH LIGNOTECH FLORIDA



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.

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 may be inspected in the office of the Community Development Department, 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 Planning Department at 310-3135.

*May 27th
News header*

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Ordinance 2016-11**
Proposing Amendments to the Charter and Providing for a Referendum of the Voters

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **Approve Ordinance 2016-11 at First Reading.**

SYNOPSIS: This Ordinance proposes amendments to the City Charter and provides for a referendum. The twenty-seven (27) proposed changes hereby repeal or amend provisions of the existing City Charter that need clarification, are obsolete or preempted by state law. One proposed ballot question covers all of the proposed "housekeeping changes" recommended by the Charter Review Committee. It is recommended that the City Commission review the Charter again in 2017-2018.

If approved, this Ordinance will be scheduled for second and final reading on July 5, 2016 and the referendum will be held at the City's general election on November 8, 2016.

FISCAL IMPACT: N/A

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: See above.

CITY MANAGER RECOMMENDATION(S): I recommend that the City Commission approve proposed Ordinance 2016-11 at First Reading. *DLM*

DEPARTMENT DIRECTOR	Submitted by: Tammi Bach, City Attorney	Date: 5/31/16
CONTROLLER	Approved as to Budget Compliance	Date:
CITY ATTORNEY	Approved as to Form and Legality	Date: 5/31/16
CITY MANAGER	Approved Agenda Item for 6/7/16 <i>DLM</i>	Date: 5/31/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled

ORDINANCE 2016-11

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA SUBMITTING TO THE CITY ELECTORS PROPOSED AMENDMENTS TO THE CHARTER WHICH AMEND SECTIONS 1, 6, 10A-10B, 12, 17, 21, 45, 58-62, 64, 71, 78-79, 81, AND 144 TO CHANGE FINANCE DIRECTOR TITLE FROM CONTROLLER TO COMPTROLLER, CLARIFY CERTAIN PROVISIONS WITHOUT CHANGING THEIR MEANING, AND REVISING CERTAIN PROVISIONS TO BE CONSISTENT WITH STATE LAW; REPEALING SECTIONS 19, 26-28, 70, 77, 80 AND 123 BECAUSE THEY ARE PREEMPTED BY STATE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

~~Sec. 1. – Existing municipal government abolished.~~

~~That the present municipal government existing under the name of the City of Fernandina be and the same is hereby abolished.~~

Sec. 1. Creation

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

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

Sec. 6. - Boundaries.

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

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

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

feet to a point in the center of said Lot Six (6); thence south eighty-eight degrees twenty-three minutes east (S88°23'E) a distance of three hundred three and twenty-five hundredths (303.25) feet to a point at the center of the west line of Lot Seven (7); thence north one degree thirty-seven minutes east (N1°37'E), along the west line of Lots Seven (7) and Eight (8), a distance of four hundred ninety-five (495.0) feet to a point at the northwest corner of said Lot Eight (8); thence south eighty-eight degrees twenty-three minutes east (S88°23'E), along the north line of Lots Eight (8), Nineteen (19), and Twenty-one (21), a distance of one thousand seven hundred ninety (1790.0) feet to a point at the northeast corner of said Lot Twenty-one (21); thence south three degrees eighteen minutes east (S3°18'E), along the east Lot Twenty-one (21), a distance of seven hundred forty-nine and eleven hundredths (749.11) feet to a point on the north line of said Section Eight (8); thence north eighty-five degrees fifty-three minutes east (N85°53'E) along the north line of said Section Eight (8), a distance of one thousand six hundred nine and six-tenths (1609.6) feet to a point at the northeast corner of said Section Eight (8); thence northerly, in a straight line through Sections Two (2) and One (1), Township Two (2) North, Range Twenty-eight (28) East, to a point at the northwest corner of Section Six (6), Township Two (2) North, Range Twenty-nine (29) East; thence northerly, along the range line between Ranges Twenty-eight (28) and Twenty-nine (29) East, Township Three (3) North, to a point at the northeast corner of Citrona Lot Twenty-eight (28), according to the official plat of the City of Fernandina Beach (formerly named Fernandina) as lithographed and issued by the Florida Railroad Company in 1857 and enlarged, revised, and reissued by the Florida Town Improvement Company in 1887 and 1901; thence north eighty-two degrees twenty-eight minutes west (N82°28'W), along the prolongation of the southerly right-of-way line of Lime Street (60'R/W), to the low water mark of Amelia River; thence northerly, along the low water mark of Amelia River, to a point at the mouth of Egan's Creek; thence easterly, along the southerly boundary of Egan's Creek to the point of beginning.

(b) *Additions.*

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

That portion of Lots 12 and 13 lying westerly of the city limits of Fernandina Beach, Florida. Lot 14 and the easterly ½ of Lot 15, Block 2, Sadler Estates, as recorded in Plat Book 2, page 62, of the public records of Nassau County, Florida.

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

From a point of beginning: Begin at the southeast corner of Section 29, aforementioned; and run south 89°35'15" west along the southerly line of said section a distance of 213.69 feet to the center of a 25.0 feet, more or less, drainage canal; run thence north 5°02'36" east along said center of canal, a distance of 305.30 feet; run thence north 5°54'03" east continuing along said center of canal, a distance of 300.01 feet; run continuing along said center of canal a distance of 300.01 feet; run thence north 7°03'04" east continuing along said center of canal, a distance of 200.15 feet; run thence north 1°56'15" west continuing along said center of canal, a distance of 228.35 feet; run

thence north $9^{\circ}30'39''$ west continuing along said center of canal, a distance of 280.01 feet to where said center of canal intersects with the southerly boundary of Block 2, Sadler Estates, according to plat recorded in the public records of said county in Plat Book 2, page 68; run thence south $78^{\circ}14'$ east along said southerly boundary a distance of 807.49 feet to the southeast corner of Lot 6, Block 2, aforesaid; run thence north $11^{\circ}46'$ east along the easterly boundary of Lot 6, aforesaid, a distance of 10.0 feet to the southwest corner of Lot 5, Block 2, aforesaid; run thence south $78^{\circ}14'$ east continuing along the southerly boundary of Block 2, aforesaid, and the easterly extension thereof, a distance of 421.69 feet to where said southerly boundary intersects with the westerly right-of-way of First Avenue extension (a 60.0 foot right-of-way); run thence south $11^{\circ}07'$ west along said right-of-way a distance of 971.08 feet to the beginning of a curve concave to the easterly, having a radius of 1,636.86 feet; run thence in a southerly direction along the arc of said curve and right-of-way a chord distance of 203.92 feet to the point of reverse curve (the bearing of the aforesaid chord being south $7^{\circ}53'15''$ west); run thence in a southerly direction along the arc of a curve concave to the westerly, having a radius of 1,576.86 feet and continuing along said right-of-way a chord distance of 193.96 feet to the point of tangency (the bearing of the aforesaid chord being south $7^{\circ}53'15''$ west); run thence south $11^{\circ}27'$ west, continue along said right-of-way a distance of 5.70 feet to where said right-of-way intersects with the southerly line of Section 20, aforementioned; run thence north $89^{\circ}18''$ west along said southerly line, a distance of 893.67 feet to the point of beginning.

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

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

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

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

of one hundred five (105.0) feet; run thence in a southerly direction along the arc of said curve a chord distance of ninety-one and forty-seven hundredths (91.47) feet (the bearing of the aforementioned chord being south sixteen (16) degrees, nineteen (19) minutes, forty-three (43) seconds west); run thence north eighty-five (85) degrees, fifty-five (55) minutes, thirty (30) seconds east a distance of five hundred ninety and twenty-nine hundredths (590.29) feet; run thence north fifteen (15) degrees, fifteen (15) minutes, forty-one (41) seconds west a distance of two hundred fifty-eight and thirty-nine hundredths (258.39) feet to the point of beginning.

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

SECTION 4. It is proposed that Section 10A of the City of Fernandina Beach's Charter be hereby amended to read as follows:

~~Sec. 10A. — Additional powers; conveyance of swimming pools, golf courses, other recreational facilities.~~

~~(1) The city commission shall have the power, after approval by referendum of the electors of the city, to sell, lease, for any period in excess of forty (40) years, encumber or otherwise transfer, the municipally owned swimming pool or pools, any and all recreational facilities, or any portion thereof, and all buildings, improvements and appurtenances thereunto appertaining, whether presently built or hereafter built, upon such terms and conditions as shall be approved by an affirmative majority vote of the city commission; and the city commission shall have the power to issue a warranty deed in the event of a cash sale and if sold on terms, to make a conveyance and take back a mortgage with final payment date not exceeding thirty (30) years from the date of the sale.~~

~~(2) The city commission shall have the power, after approval by referendum of the electors of the city, to sell, lease, for any period in excess of forty (40) years, encumber or otherwise transfer the municipally owned golf course or golf courses, or any portion thereof, and the buildings, improvements and appurtenances thereunto appertaining or used in connection therewith, whether presently built or hereafter constructed, upon such terms and conditions as shall be approved by an affirmative majority vote of the city commission; and the city commission shall have the power to issue a warranty deed in the event of a cash sale and, if sold on terms, to make a conveyance and take back a mortgage with the final payment date not exceeding thirty (30) years from the date of the sale.~~

~~(3) "Recreational facilities" as used in this section is hereby defined as any real property, including improvements thereon, owned by the City of Fernandina Beach and used or intended for use by the general public primarily for parks, playgrounds, amusements, resorts, pleasure, nature preserves, botanic or zoological conservatories, sporting events, pleasure boating, swimming, fishing or any other recreational activity.~~

~~(4) "Recreational facilities" as used in this section shall be designated by the city commission and will be described and identified by resolution.~~

Sec. 10A Referendum required for sale of city-owned recreational facilities and land.

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

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

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

~~Sec. 10B. -- Issuance of revenue bonds or certificates without referendum authorized; certain funds pledged.~~

~~The city may issue interest bearing revenue bonds or certificates for the purpose of paying all or any part of the cost of establishing, acquiring, purchasing, constructing, equipping, enlarging, improving or extending one or more municipal improvements, utilities or facilities which, pursuant to law, the city is authorized to provide. Such revenue bonds or certificates may be issued in anticipation and secured solely by a pledge of all or any part of the revenues or income to be derived from the operation of any such municipal project and/or all or any part of the receipts of the city from excise or privilege taxes, including, but not limited to, those on the purchase or sale of cigarettes imposed under the provisions of F.S. ch. 210, utilities service taxes imposed under the provisions of F.S. § 166.231, or other provisions of law and franchise taxes received by the city pursuant to a franchise granted to any utility operating within the city.~~

~~Such revenue bonds or certificates issued under the provisions of this act shall not in any respect constitute an indebtedness of the city within the meaning or application of any constitutional, statutory or Charter debt limitation or provisions, nor shall the full faith, credit and taxing power of the city be directly or indirectly pledged to the payment thereof. The issuance of such revenue bonds or certificates shall not directly or indirectly obligate the city to levy any ad valorem taxes whatever therefor or to make any appropriation for their payment except from the funds authorized to be pledged therefor under the provisions of this section.~~

~~No referendum or freeholder election shall be necessary as a requirement or condition precedent to the issuance of such revenue bonds or certificates authorized under this section.~~

Sec. 10B General power to borrow money and issue bonds.

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

SECTION 6. It is proposed that Section 12 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 12. - Salary of members.

~~Each member of the city commission~~ The Mayor and City Commissioners shall receive a salary in the amount as established by appropriate city ordinance.

SECTION 7. It is proposed that Section 17 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

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

~~The mayor shall preside at all meetings of the commission and perform such other duties consistent with his office as may be imposed by it; and he shall have a voice and a vote in the proceedings of the commission, but no veto power. He may use the title of mayor in any case in which the execution of legal instruments of writing or other necessity arising from the general laws of the state so requires; but this shall not be considered as conferring upon him the administrative or judicial functions of a mayor under the general laws of the state. He shall be recognized as the official head of the city by the courts for the purpose of serving civil processes; by the government in the exercise of military law; and for all ceremonial purposes. He may take command of the police and govern the city by proclamation during times of grave public danger or emergency, and he shall himself be the judge of what constitutes such danger or emergency. The powers and duties of the mayor shall be such as are conferred upon him by the city commission in pursuance of the provisions of this Charter, and no others. In the absence of the mayor the other members of the city commission shall select one of their number to perform his duties.~~

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

SECTION 8. It is proposed that Section 19 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Sec. 19. - Same—Special: how called.~~

~~The mayor, any two members of the commission, or the city manager, may call special meetings of the commission upon at least twenty four hours' written notice to each member, served personally, or left at his usual place of residence. The twenty four hours' notice requirement may be waived if the Governor of the State of Florida has declared a state of emergency or if there is unanimous approval of those City Commissioners present in the City that there is a bona fide reason to waive said notice requirement. All meetings of the city commission and of the committees thereof shall be public, except as otherwise provided by law, and any citizen shall have access to the minutes and records thereof at all reasonable times. The commission shall determine its own rules and order of business and shall keep a journal of its proceedings.~~

SECTION 9. It is proposed that Section 21 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 21. - Adoption and enactment of municipal ordinances and resolutions; quorum for city commission.

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

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

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

SECTION 10. It is proposed that Section 26 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~**Sec. 26. -- Compensation fixed by city commission.**~~

~~The city commission of the City of Fernandina [Beach], Florida, shall at all times fix the compensation of the city manager of said city.~~

SECTION 11. It is proposed that Section 27 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~**Sec. 27. -- Bond.**~~

~~The city manager shall give a bond in the amount as established by ordinance.~~

SECTION 11. It is proposed that Section 28 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Sec. 28. — Suspension; removal; hearing required.~~

~~The city manager shall be removable by the city commission; but if removed at any time after having served six months, he may demand written charges and a public hearing upon the same before the commission, and his final removal shall not take effect until such hearing has been held, but the commission may suspend him from office pending such hearing.~~

SECTION 12. It is proposed that Section 45 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

~~Sec. 45. — City owned utilities, public works and welfare under management and control of city manager.~~

~~The city manager shall manage and control all city owned public utilities operated and managed by the municipality, and the office of the city manager shall be charged with the management and operation of all public works and the regulation by ordinances of the city commission [of] all charitable and correctional institutions and agencies of the city, enforce all laws, ordinances and regulations relative to the preservation and promotion of public health; shall manage or inspect water, lighting, heating, power and transportation enterprises of the city; shall manage and control the use, construction, improvement, repair and maintenance of all recreational facilities of the city, including parks, playgrounds, and public gymnasiums, and social centers; he shall manage and supervise all public improvement works and undertakings of the city, except as otherwise provided in this Charter; he shall have charge of construction, improvement, repair and maintenance of streets, sidewalks, alleys, lanes, bridges, viaducts, public highways, drains, ditches, culverts, streams, water courses and all public buildings; he shall manage and control market houses, crematories, sewage disposal plants and farms, and he shall enforce all the obligations of privately owned or operated public utilities which are enforceable by the city; he shall have charge of the making and preservation of all surveys, maps, plans, drawings and estimates for such public work; the cleaning, sprinkling and lighting of streets and public places; the collection and disposal of wastes; the preservation of tools and appliances belonging to the city, and pertaining to the functions of its several departments.~~

Sec. 45. Public Utilities.

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

SECTION 13. It is proposed that Section 58 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

~~Sec. 58. — Director of department of finance; office established; custodian of municipal moneys.~~

~~There shall be a city controller, who, under the supervision of the city manager, shall be director of the department of finance. As city controller he shall be the custodian of all moneys of the municipality and shall keep and preserve the same in such manner and in such place or places as shall~~

~~be determined by the city commission; provided, that it shall be his duty to invest or deposit in banks in this state, as savings accounts or otherwise, any and all moneys belonging to the city, and collected and held as sinking funds; the investment or deposit of such funds to be done and made by competitive bids therefor, after due notice, or in such other manner as in the judgment of the city commission may be deemed best in the interests of the city.~~

Sec. 58. Department of Finance Established.

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

SECTION 14. It is proposed that Section 59 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 59. - Bond.

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

SECTION 15. It is proposed that Section 60 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 60. - Collection of interest on investments or deposits.

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

SECTION 16. It is proposed that Section 61 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 61. - Collection of taxes, license fees and all moneys belonging to city.

~~He [The city controller] shall receive and collect all moneys belonging to the city, including taxes, license moneys, fines and income from all other sources, and he shall collect all special assessments as provided for under this Charter and keep accurate account thereof.~~

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

SECTION 17. It is proposed that Section 62 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 62. - Payment of moneys; procedure.

~~He [The city controller] shall pay out moneys only on the warrants of the city clerk countersigned by the city manager, except bonds and interest bearing coupons, which, when due, may be paid upon presentation, or in case the same are payable in some place other than the City of Fernandina [Beach], then the money for their redemption shall be sent to the place of payment.~~

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

SECTION 18. It is proposed that Section 64 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 64. - Financial report; submission to commission monthly.

~~At the second a regular city commission meeting of the city commission in each month, the city controller comptroller shall submit to the city commission through the city manager, a detailed report of the financial status of the City funds, receipts and disbursements in budget form, accompanied by a listing of account bank balances, including the balances in all dedicated/restricted reserves and contingency accounts or funds. The city controller comptroller, or designee, shall also attend the meeting to provide the necessary interpretation of the submitted financial data or to respond to the financial questions generated by the commission.~~

SECTION 19. It is proposed that Section 70 of the City of Fernandina Beach's Charter be hereby repealed as follows:

~~Sec. 70. - Fiscal year.~~

~~The fiscal year of the city shall begin on the first day of October of each year and end on the last day of September of each year, beginning on October 1st, A.D. 1949.~~

SECTION 20. It is proposed that Section 71 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 71. - Annual estimate of expenditures and revenues for forthcoming year; submission to city commission by city manager.

~~The city manager in his annual report covering the operation of the city during the previous fiscal year, which it shall be his duty to make and submit to the city commission, shall set forth an estimate of the expenditures and revenues of the city for the ensuing year. The annual report shall be submitted to the city commission not later than the 15th day of July and the estimate of the expenditures and revenues of the city for the ensuing year shall be submitted not later than the 1st day of August. This estimate shall be compiled from detailed information, and in its arrangement the classification of expenditures shall be as nearly uniform as possible for the main functional divisions and departments of the city and shall give in parallel columns the following information:~~

- ~~(a) — Detailed estimate[s] of the expense of conducting each department and division of the city government, including all public utilities and enterprises conducted by the city.~~

~~(b) — Expenditures for corresponding items during the two fiscal years last past, plus revenues and expenditures to date and estimates of revenues and expenditures for the balance of the current fiscal year.~~

~~(c) — Increase of demands and change of requirements compared with the corresponding appropriation for the last fiscal year.~~

~~(d) — Such other information as is required by the city commission or as the city manager may deem advisable to submit.~~

~~The estimates so given and constituting the recommendation of the city manager as to the amounts necessary to be appropriated for the ensuing fiscal year shall be supported with information giving the reasons therefor in such detail as may be necessary to afford the city commission a comprehensive understanding of the needs and requirements of the various divisions of the city government for the ensuing period.~~

~~Sufficient copies of the annual report and budget estimate of the city manager shall be prepared [so] that there may be copies on file in the office of the clerk of the city commission and at the public library for inspection by the public.~~

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

SECTION 21. It is proposed that Section 77 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Sec. 77. — Taxes and charges.

~~Pursuant to F.S. § 166.201, this municipality may raise, by taxation and licenses authorized by the State Constitution or general law, or by user charges or fees authorized by ordinance, amounts of money which are necessary for the conduct of municipal government and may enforce their receipt and collection in the manner prescribed by ordinance not inconsistent with law.~~

SECTION 22. It is proposed that Section 78 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 78. - Ad valorem taxes.

(1) Pursuant to Article VII, Sec. 9 of the State Constitution and the laws of the State of Florida, ~~F.S. § 166.211~~, this municipality is hereby authorized, ~~in a manner not inconsistent with general law~~, to levy ad valorem taxes on real and tangible personal property within the municipality. ~~in an amount not to exceed ten (10) mills, exclusive of taxes levied for the payment of bonds and taxes levied for periods of not longer than two years and approved by a vote of the electors.~~

(2) The assessment and collection of municipal ad valorem taxes shall be performed by appropriate officers and in such manner as is prescribed by general law. ~~as prescribed by general law. At any time millage rates are published for the purpose of giving notice, the rates shall be stated in terms of dollars and cents for every thousand dollars (\$1,000.00) of assessed property value.~~

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

SECTION 23. It is proposed that Section 79 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 79. - Regulatory fees.

Pursuant to the laws of the State of Florida, F.S. § 166.221, ~~this municipality may levy reasonable business, professional, and occupational regulatory fees commensurate with the cost of the regulatory activity, including consumer protection, on such classes of businesses, professions, and occupations, the regulation of which has not been preempted by the state or a county pursuant to a county charter.~~

SECTION 24. It is proposed that Section 80 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Sec. 80. — Municipal borrowing; issuance of bonds.

~~(1) As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:~~

~~(a) *Bond* includes bonds, debentures, notes, certificates of indebtedness, mortgage certificates, or other obligations or evidences of indebtedness of any type or character.~~

~~(b) *General obligation bonds* means bonds which are secured by, or provide for their payment by, the pledge, in addition to those special taxes levied for their discharge and such other sources as may be provided for their payment or pledged as security under the ordinance or resolution authorizing their issuance, of the full faith and credit and taxing power of the municipality and for payment of which recourse may be had against the general fund of the municipality.~~

~~(c) *Ad valorem bonds* means bonds which are payable from the proceeds of ad valorem taxes levied on real and tangible personal property.~~

~~(d) *Revenue bonds* means obligations of the municipality which are payable from revenues derived from sources other than ad valorem taxes on real or tangible personal property and which do not pledge the property, credit, or general tax revenue of the municipality.~~

~~(e) *Improvement bonds* means special obligations of the municipality which are payable solely from the proceeds of the special assessments levied for an assessable project.~~

~~(f) *Refunding bonds* means bonds issued to refinance outstanding bonds of any type and the interest and redemption premium thereon. Refunding bonds shall be issuable and payable in the same manner as the refinanced bonds, except that no approval by the electorate shall be required unless required by the State Constitution.~~

~~(g) *Governing body* means the city commission.~~

~~(h) *Project* means a governmental undertaking approved by the governing body and includes all property rights, easements, and franchises relating thereto and deemed necessary or convenient for the construction, acquisition or operation thereof, and embraces any capital expenditure which the governing body of the municipality shall deem to be made for a public purpose including the refunding of any bonded indebtedness which may be outstanding on any existing project which is to be improved by means of a new project.~~

~~(2) Pursuant to F.S. § 166.111, the city commission may borrow money, contract loans, and issue bonds from time to time to finance the undertaking of any capital or other project for the purposes permitted by the State Constitution and may pledge the funds, credit, property, and taxing power of the municipality for the payment of such debts and bonds.~~

~~(3) Pursuant to F.S. § 166.121, bonds issued under this part shall be authorized by resolution or ordinance of the governing body and, if required by the State Constitution, by affirmative vote of the electors of the municipality. Such bonds may be issued in one or more series and shall bear such date or dates, be payable upon demand or mature at such time or times, bear interest at such rate or rates, be in such denomination or denominations, be in such form, registered or not, with or without coupon, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment, at such place or places, and be subject to such terms of redemption, with or without premium, be secured in such manner, and have such other characteristics as may be provided by such resolution or ordinance or trust indenture or mortgage issued pursuant thereto. The governing body of the municipality shall determine the terms and manner of sale and distribution or other disposition of any and all bonds it may issue and shall have any and all powers necessary or convenient to such disposition.~~

SECTION 25. It is proposed that Section 81 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 81. - Certification of funds for contracts, obligations, etc.

No contract, agreement, or other obligation involving the expenditure of money shall be entered into, nor shall any ordinance, resolution or order for the expenditure of money be passed by the city commission or be authorized by any officer of the city, unless the ~~controller~~ comptroller first certifies to the city commission or to the proper officer, as the case may be, that the money required for such contract, agreement, obligation or expenditure is in the treasury to the credit of the fund from which it is to be drawn, and not appropriated for any other purpose. ~~which certificate shall be filed and immediately recorded.~~ The sum so certified shall ~~not~~ hereafter be considered ~~unappropriated~~ appropriated until the city is discharged from the contract, agreement or obligation. ~~All moneys actually in the treasury to the credit of the fund from which they are drawn, and all moneys applicable to the payment of obligations or appropriations involved, are anticipated to come into the treasury before the maturity of such contract, agreement or obligation, from taxes or assessments, or from sales or services, products or by products, or from any city undertaking, fees, charges, accounts and bills receivable, or other claims in the process of collection; and all moneys applicable to the payment of such obligation or appropriation, which are to be paid into the treasury prior to the maturity thereof, arising from the sale or lease of lands or other property and the money to be derived from lawfully authorized bonds sold and in process of delivery shall, for the purposes of such certificate, be deemed in the treasury to the credit of the appropriate fund and subject to such certification.~~

SECTION 26. It is proposed that Section 123 of the City of Fernandina Beach's Charter be hereby repealed as follows:

Sec. 123. -- Prerequisites to voting; city commission responsible for conduct of elections.

~~As set forth in F.S. § 166.032, any person who is a resident of this municipality, who has qualified as an elector of this state, and who registers in the manner prescribed by general law and ordinance of this municipality shall be a qualified elector of this municipality. The city commissioners shall, by ordinance, prescribe the method and manner of holding all elections which shall be called and held, which are not provided for by the terms of this Act, and all elections shall be conducted substantially on the principle adopted for the state elections, insofar as there is no conflict with the terms of this Act; provided, that the city commissioners may by ordinance prescribe the method, manner and conduct of all elections of said city not in conflict with this Act.~~

SECTION 27. It is proposed that Section 144 of the City of Fernandina Beach's Charter be hereby amended to read as follows:

Sec. 144. - When this Charter becomes effective.

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

SECTION 28. A referendum election is hereby called and will be held on the 8th day of November, 2016 at the regular City Election to be held on said date, for the consideration by the voters of the City of Fernandina Beach of the proposed amendments to the City Charter. The questions to appear on the referendum ballot reflecting the proposed amendments to the City Charter at the election scheduled for November 8, 2016 shall be as follows:

Question No. 1

Should the Fernandina Beach City Charter be amended to remove certain provisions that are already covered by state law, change finance director title from "controller" to "comptroller", clarify certain provisions without changing the meaning, and revise certain provisions to be consistent with state law?

Yes – for Approval

No – for Rejection

SECTION 29. The City Clerk is directed to notify the Nassau County Supervisor of Elections that the referendum items provided above shall be considered at the regular City election to be held on November 8, 2016 by the electors of the City of Fernandina Beach.

SECTION 30. This ordinance shall be published in accordance with law.

SECTION 31. 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 section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 32. The provisions of this ordinance shall take effect immediately upon its passage and adoption. The amendments to the Charter shall take effect only upon approval of a majority of the City electors voting at the referendum election on each issue and upon the filing of the amended Charter with all amendments approved by the City electors with the Secretary of State.

ADOPTED this ____ day of _____, 2016.

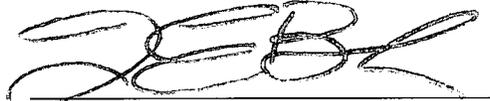
CITY OF FERNANDINA BEACH

John A. Miller
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM & LEGALITY:

Caroline Best
City Clerk



Tammi E. Bach
City Attorney

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: **Discussion**
City Manager Six Month Evaluation (Contractual)

ITEM TYPE: Ordinance Resolution Other
 Proclamation Presentation

REQUESTED ACTION: **At the pleasure of the City Commission.**

SYNOPSIS: Per City Manager Martin's employment agreement with the City of Fernandina Beach, his six month evaluation is due at this time.

FISCAL IMPACT: N/A

2016/2017 CITY COMMISSION GOALS:
(As approved by Resolution 2016-51)

<input type="checkbox"/> Beach Safety	<input type="checkbox"/> Alachua Street
<input type="checkbox"/> Soccer Field Lighting	<input type="checkbox"/> Stormwater
<input type="checkbox"/> Downtown Density	<input type="checkbox"/> Opportunity
<input type="checkbox"/> ADA Improvements	<input type="checkbox"/> Departmental
<input type="checkbox"/> Consideration	

CITY ATTORNEY COMMENTS: N/A

CITY MANAGER RECOMMENDATION(S): N/A

DEPARTMENT DIRECTOR	Submitted by: Dale L. Martin, City Manager	Date: 6/1/16
CONTROLLER	Approved as to Budget Compliance	Date:
CITY ATTORNEY	Approved as to Form and Legality	Date:
CITY MANAGER	Approved Agenda Item for 06/07/2016 <i>DLM</i>	Date: 6/1/16

COMMISSION ACTION: Approved As Recommended Disapproved
 Approved With Modification Postponed to Time Certain
 Other Tabled