



AGENDA

REGULAR CITY COMMISSION MEETING

MONDAY, FEBRUARY 3, 2020 AT 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

NOTICE TO THE PUBLIC

THE CITY COMMISSION HAS ADOPTED THE FOLLOWING PROCEDURE: PERSONS WISHING TO SPEAK ABOUT TOPICS THAT ARE ON THE AGENDA MUST FILL OUT A SPEAKER CARD IN ADVANCE AND GIVE IT TO THE RECORDING SECRETARY. THE CARDS ARE AVAILABLE AT THE BACK OF THE MEETING ROOM. THIS PROCEDURE DOES NOT APPLY TO PERSONS WHO WANT TO SPEAK TO THE COMMISSION UNDER "PUBLIC COMMENTS."

RULES OF CIVILITY FOR PUBLIC PARTICIPATION

1. The goal of Commission meetings is to accomplish the public's business in an environment that encourages a fair discussion and exchange of ideas without fear of personal attacks.
2. Anger, rudeness, ridicule, impatience and lack of respect for others is unacceptable behavior. Demonstrations to support or oppose a speaker or idea, such as clapping, cheering, booing, hissing, or the use of intimidating body language are not permitted.
3. When persons refuse to abide by reasonable rules of civility and decorum, or ignore repeated requests by the Mayor to finish their remarks within the time limit adopted by the City Commission, and/or who make threats of physical violence shall be removed from the meeting room by law enforcement officers, either at the Mayor's request or by an affirmative vote of a majority of the sitting Commissioners.

"Politeness costs so little." – ABRAHAM LINCOLN

- I. **CALL TO ORDER**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **APPROVAL OF MINUTES OF REGULAR COMMISSION MEETING ON JANUARY 6, 2020 AND SPECIAL COMMISSION MEETING ON JANUARY 13, 2020 AND CONTINUATION MEETING OF REGULAR COMMISSION MEETING ON JANUARY 14, 2019**
- V. **ADDITIONS OR DELETIONS OF THE AGENDA**
- VI. **CHANGES TO THE ORDER OF TOPICS ON THE AGENDA**
- VII. **PRESENTATIONS**
 - A. Interview of Ms. Jennifer Wilson for Position of Regular Member on the Sustainability and Environmental Planning Adversary Committee
 - B. Presentation by Mayor Margaret England of Plaque to Mr. James L. Wilson for Four Years of Service to the City as Its City Attorney

VIII. PUBLIC COMMENTS

IX. COMMISSIONER COMMENTS

X. PUBLIC HEARINGS

1. Allowing Chickens by Exception: Appeal of Decision by the Comprehensive Planning and Zoning Board to Allow by Exception to Section 3.02.02.A.1 of the Land Development Code the Keeping of Chickens at 313 A Street (Lot 14, Block 49, Coquina Gables Subdivision, Ms. Pamela M.M. Holcombe, Appellate) (Presenter: Brian Law, Building Official)
2. Ordinance 20-01, Public Hearing and Final Reading: Restricting Micromobility Devices in Certain Areas and on Sidewalks (Presenter: James Wilson, City Attorney)
3. Ordinance 20-02, First Public Hearing and Second Reading: to Adopt Changes to the Land Development Regulations (Presenter: Brian Law, Building Official)
4. Ordinance 20-03, Public Hearing and Final Reading: to Adopt School Board's Five-Year District Facilities Workplan (Presenter: Max Royle, City Manager)

XI. CONSENT

5. Resolution 20-01, Having Canvassing and Certification of Vote-by-Mail Ballots Cast in the March 2020 Presidential Primary Done by the Supervisor of Elections and County Canvassing Board

XII. OLD BUSINESS

6. Legal Services: Review of Proposed Contract with Paul, Elkind, Branz & Paul of DeLand, Florida, for Legal Services as City Attorney (Presenter: James Wilson, City Attorney)
7. Drainage Project to Pipe Alley between 2nd and 3rd Streets from 2nd Avenue to the Sea Oaks Subdivision: Award of Bid to Hassell Co Int of Orange Park, Florida, for \$119,999.00 (Presenter: Bill Tredik, Public Works Director)
8. Ordinance 20-05, First Reading, to Amend Chapter 10 of the City Code re: Garbage and Trash Service (Presenter: Bill Tredik, Public Works Director)

XIII. NEW BUSINESS

9. Personnel Manual Changes: Consideration of Resolutions re: Additional Holidays, Overtime Pay and Compensation During a Declared Emergency (Presenter: Beverly Raddatz, City Clerk)
10. Ordinance 20-04, to Amend the Land Development Regulations by Establishing Section 5.06.00 for Dune Protection (Presenter: Brian Law, Building Official)
11. Changes to Zoning and Building Permit Fess: Consideration of Resolution 20-04 to Adopt (Presenter: Brian Law, Building Official)

XIV. STAFF COMMENTS

XV. ADJOURNMENT

NOTICES TO THE PUBLIC

1. **HOLIDAY.** It is Presidents Day, Monday, February 17, 2020, CITY OFFICES CLOSED. There will be no pickup of household waste on Monday. Monday's pickup will be done on Tuesday, February 18th. There will be no changes during the week to the pickup of yard trash/special waste and recyclables.
2. **JOINT MEETING OF CITY COMMISSION WITH THE COMPREHENSIVE PLANNING AND ZONING BOARD.** It is scheduled for Monday, February 10, 2020, at 6:00 p.m. in the Commission room at city hall. The main topic will be discussion of relations between the Board and the Commission.
3. **SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE (SEPAC).** It will hold its monthly meeting on Wednesday, February 12, 2019, at 6:00 p.m. in the Commission meeting room.
4. **COMPREHENSIVE PLANNING AND ZONING BOARD.** It will hold its monthly meeting on Tuesday, February 18, 2019, at 6:00 p.m. in the Commission meeting room. On the agenda will be a. request to increase the impervious surface ration from 40% to 55% for a swimming pool at 184 Sea Colony Parkway in Sea Colony subdivision; b. review of Ordinance 20-04 to amend the Land Development Regulations by establishing Section 5.06.00 for dune protection.

NOTE:

The agenda material containing background information for this meeting is available on a CD in pdf format upon request at the City Manager's office for a \$5 fee. Adobe Acrobat Reader will be needed to open the file.

NOTICES: In accordance with Florida Statute 286.0105: "If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person 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 to be based.

In accordance with the Americans with Disabilities act, persons needing a special accommodation to participate in this proceeding should contact the City Manager's Office not later than seven days prior to the proceeding at the address provided, or telephone 904-471-2122, or email sabadmin@cityofsab.org.



MINUTES

REGULAR CITY COMMISSION MEETING

MONDAY, JANUARY 6, 2020 AT 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

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I. CALL TO ORDER

Mayor England called the meeting to order at 6:02 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor England led the Pledge of Allegiance.

III. SWEARING IN OF MAYOR AND VICE MAYOR FOR 2020

City Attorney Wilson swore in Margaret England as Mayor and Margaret Kostka as Vice Mayor for 2020.

Mayor England welcomed the audience. She commented that she was so grateful for the trust in her to act as Mayor of the City of St. Augustine Beach and remarked that she has worked with the City residents, staff, and other governmental agencies since the 2000's and was looking forward to what can be accomplished in 2020. She remarked that it will be a great year.

Vice Mayor Kostka explained that she is overwhelmed with pride to represent the City and it is an honor and a privilege. She advised that it is going to be a fabulous year and the City can accomplish great things.

IV. ROLL CALL

Present: Mayor England, Vice Mayor Kostka, Commissioner George, Commissioner Rumrell, and Commissioner Samora.

Also present: City Manager Royle, City Attorney Wilson, Police Chief Hardwick, Finance Director Douylliez, City Clerk Raddatz, Building Official Law, and Public Works Director Tredik.

V. APPROVAL OF MINUTES OF REGULAR COMMISSION MEETING ON DECEMBER 2, 2019 AND CONTINUATION MEETING OF REGULAR COMMISSION MEETING ON DECEMBER 3, 2019

Mayor England introduced Item V and asked if there were any discussion regarding the minutes. Being none, Mayor England asked for a motion.

Motion: to approve Regular Commission meeting on December 2, 2019, and continuation meeting of Regular Commission meeting on December 3, 2019. **Moved by** Commissioner George, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

VI. ADDITIONS OR DELETIONS OF THE AGENDA

Mayor England asked if there were any additions or deletions of the agenda.

Commissioner George asked to add an agenda item regarding the Communications and Events Coordinator's position due to Cindy Walker resigning.

After discussion, Mayor England advised that this would be added to Commissioner Comments as Item X.

VII. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA

Mayor England advised that Item X, Commissioner Comments, to after Item XIII, Old Business. She advised that also in Commissioner Comments the Commission could discuss agency assignments.

VIII. PRESENTATIONS

None.

IX. PUBLIC COMMENTS

Mayor England opened the Public Comments section. The following addressed the Commission:

Sonia Kulak, 114 15th Street, St. Augustine Beach, FL, asked about the height of the hotel under construction on 13th Street and A1A Beach Boulevard.

Building Official Law advised that he has had the plans changed to lower the roof trusses in order to bring it into compliance.

Thomas Thebo, Jr., 3915 Genessee, Kansas City, MO, explained that the Police Department does not hold true to factors in certain situations; felt that people cause problems when there is no problem; and suggested building up instead of destroying the environment.

Ed Slavin, P.O. Box 3084, St. Augustine, FL, congratulated the Mayor England and Vice Mayor Kostka; discussed Integrity Florida report about pre-emption regarding Home Rule; against lobbying groups who fight against Home Rule such as straw bans; and requested a joint meeting with St. Johns County, the City of St. Augustine, and the City of St. Augustine Beach to discuss reinserting and protecting Home Rule and maybe to amend the Florida Constitution.

Craig Thomson, 6 D Street, St. Augustine Beach, FL, congratulated the Mayor and Vice Mayor and then gave the Commission Exhibit 1 regarding sea level rise. He explained that climate change is a major source of sea level rise and he asked for funding to hire experts in this field to combat sea level rise and asked everyone to try to reduce their carbon footprint.

Mayor England asked Mr. Thomson to give information to City Clerk Raddatz so she could disseminate the information to the Commission.

Nicholas Binder, 232 Big Magnolia Street, St. Augustine Beach, FL, congratulated the Mayor and the Vice Mayor; advised that now there will be three female Mayors, which is important; asked the Commission to consider having a joint meeting with St. Johns County and the City of St. Augustine; he thanked Finance Director Douylliez for the finance report; he supports the lighting on A1A Beach Boulevard; and asked the Commission to consider the rubberized surface for Splash Park.

Mayor England closed the Public Comments section and moved on to Item 1.

X. COMMISSIONER COMMENTS

This item will be discussed on January 14, 2020, at 6:00 p.m.

XI. PUBLIC HEARINGS

1. Ordinance 19-17, Public Hearing and Final Reading, to Adopt Amendments to the Comprehensive Plan (Presenter: Ms. Janis Fleet, Planning Consultant)

Mayor England introduced Item 1 and asked Ms. Janis Fleet to the podium to give her report.

Ms. Fleet explained the responses from Florida Department of Economic Opportunity (DEO) to the Commission. She advised that she did formatting to keep the objectives and the policies together on the same page. She explained that this must be passed by ordinance, which is attached, and this is the final reading. She commented that the Commission within the ordinance will adopt the maps of the Comprehensive Plan. She explained that once the ordinance has been adopted it will be sent to DEO and then the City would be in compliance.

Mayor England opened the Public Hearing. The following addressed the Commission:

Craig Thomson, 6 D Street, St. Augustine Beach, FL, thanked Ms. Fleet for her work on more depth to sea level rise and asked if the map shows two-foot, four-foot, and six-foot of flooding.

Ms. Fleet advised that the sea level rise map shows six-foot sea-level rise. She explained that the City is threaten by hurricanes, flooding, and storm surge, which the maps show.

Mr. Thomson advised that this is new information and asked if it would be the City's responsibility to fix the infrastructure if any of these elements happen.

Ms. Fleet advised if there would be a major storm, redevelopment would be different. She explained that this was not previously addressed, but now is.

Commissioner George asked if any ordinance should be changed once this ordinance is adopted.

Ms. Fleet said yes. She explained that the Comprehensive Plan says that a Climate Action Plan needs to be developed and best practices regarding redevelopment.

Commissioner George requested Ms. Fleet to provide a checklist of those specific items for staff.

Ms. Fleet advised that she would. She explained that she would still like to work with the City on a part-time basis now that the big project is behind us.

Mayor England requested to have a clean copy of the Comprehensive Plan in every Commissioners and Comprehensive Planning and Zoning Board members mailboxes so staff and the Commission can start working on the Comprehensive Plan.

Ed Slavin, P.O. Box 3084, St. Augustine, FL, thanked the Commission for working on this and advised that it would be helpful to the environment; requested that the City encourage coastal armory, which includes the growing of mangrove trees; and made comments of area flooding problems in 30 different St. Johns County developments.

Thomas Thebo, Jr., 3915 Genessee, Kansas City, MO, showed his ideas on a community learning center, Exhibit 2.

Mayor England closed the Public Hearing and asked for any further Commission discussion. Being none, Mayor England asked City Attorney Wilson to read the title of Ordinance 19-17.

City Attorney Wilson read the title of Ordinance 19-17.

Mayor England asked for a motion.

Motion: to approve Ordinance 19-17. **Moved by** Commissioner George, **Seconded by** Mayor England. Motion passed unanimously.

2. Embassy Suites Hotel, 300 A1A Beach Boulevard: Request for Approval of Final Development Plan for Phase II (42 Additional Rooms) (Presenter: Brian Law, Building Official)

Mayor England introduced Item 2 and asked Building Official Law to the podium to give his report.

Building Official Law reported that this is a lateral addition to the north side of the facility of 42 rooms and includes a parapet on the roof. He explained that the parking is shown on the plans.

Vice Mayor Kostka advised that at a previous Commission meeting the applicant was asked if there would be a Phase II and the Commission was told that there was no Phase II. She asked Building Official Law on what feedback he has on that issue.

Building Official Law advised that at the time there was no conceptual plans or submittals for Phase II. He gave the Commission Exhibit 3 to review, which shows that it was on the original final development order that Phase II would be addressed in 2020.

Vice Mayor Kostka asked if the current parking is regulated by the number of rooms or is it regulated by the number of rooms plus the meeting space, banquet facilities, restaurants, etc.

Building Official Law advised that when the Embassy Suites began their development, the parking codes did not address the meeting room facilities, only the 1.5 parking spaces per room, which Embassy Suites complied with. He explained that staff could not hold Embassy Suites accountable for more than was permitted by the letter of the law at that time. He explained that currently Embassy Suites is proposing 42 rooms, which is 1.5 parking spaces per room.

Mayor England asked City Attorney Wilson to address the parking interpretation.

City Attorney Wilson advised that the interpretation is correct because all Embassy Suites is doing is adding rooms. He explained that the facilities were built under the old code, not the current code, and advised that the Commission cannot ask for more parking spaces for a facility that is not being built.

Commissioner George asked what the current requirements would be to bring Embassy Suites into compliance with the new codes.

Building Official Law advised that an approximate estimate would be 100 parking spaces if all the facilities would be accounted for. He explained that that was why the codes were changed in 2018 so this would not continue to happen. He explained the definitions of ancillary banquet rooms, meeting room facilities in the codes. He commented that he could search other jurisdictions to see what definitions and parking space would be for assembly space and amend the code. He advised that the code could also go by seating criteria or occupants.

Vice Mayor Kostka advised that when Embassy Suites was considered, retail shops were in the code.

Building Official Law advised that he was not employed at the City in 2015, so he could not address that. He explained that the changes in the code when he came was the changes to the assembly areas.

Vice Mayor Kostka asked why Embassy Suites was not considered for parking for their retail shop, restaurant, meeting space, which would have been considered if they were built on separate properties.

Building Official Law advised that he does not know because he was not employed here at the time but that has been changed since he was employed at the City.

Mayor England advised that the current codes would address the parking going forward.

Commissioner Rumrell asked if parking codes includes staffing for Embassy Suites and asked where the staff can park.

Building Official Law advised no, but maybe the Commission would want staff to research it to include minimum staffing parking requirements.

Commissioner George asked if the City is obligated to expand Embassy Suites when it no longer conforms to the City's codes.

Building Official Law advised that he stands 100% behind the codes because Embassy Suites is applying for 42 rooms and the building was compliant at the time of the codes.

City Attorney Wilson explained that parking studies are done by planners who formulate the number of parking spaces that are required, and all municipalities, counties, state, and federal agencies adopt them. He explained that if you include every person to have a parking space, no hotels would be done. He commented that this is not a non-conforming structure and does not see how he can apply additional parking requirements for the existing spaces that were already built as part of the original hotel under the existing codes then.

Commissioner George advised that isn't it obvious that with the increasing number of rooms comes the increasing number of non-hotel guests and visitors who would use those amenities.

City Attorney Wilson advised that it is not in the City's code and he wouldn't know how to get there from here legally. He explained that since Embassy Suites is only asking to develop 42 rooms and no other facilities, the City's code must follow what is being built.

Commissioner George asked what the definition of a room is because some of the rooms are suites and can be housing two families.

Building Official Law advised that it is based on rooms according to the code and has no other choice. He commented that Chapter 2 of the Land Development Regulations has no definition of a room. He explained that if the Commission wants staff to research the definitions of suites, staff can do so with the Commission's direction.

Commissioner George asked how many bedrooms or square footage of the rooms will be in the additional 42 rooms.

Building Official Law advised that they are the same rooms they used during construction. He explained that on the corner oceanside there are some large suites.

Mayor England requested staff to research what the definitions of rooms and additional facilities would be for future renovations on hotels, restaurants, etc.

Building Official Law advised that he would research the surrounding jurisdictions and see what they say.

Commissioner Rumrell asked where the staff for Embassy Suites will park.

Building Official Law advised that the codes don't address that. He said during the construction the Commission could address construction workers having to park offsite, if they so choose.

Mayor England advised in the past during Embassy Suites construction, the construction workers parked at the Marriott.

Commissioner Samora advised that there are nine conditions that the applicant addressed, but can the Commission add others like having the construction workers park offsite and not to use public parking. He also asked if a condition could be added that construction cannot inhibit public access.

City Attorney Wilson advised yes.

Commissioner George asked if the Commission could reduce the five-year timeframe of construction shown on number 7. She explained that it seems too long and suggested one or two years to complete construction.

Building Official Law advised that one or two years would be impossible because of the permitting process.

Discussion ensued regarding the County and the City having problems with applicants applying for development orders and not doing the construction right away; whether to make a requirement to break ground within two years; taking Embassy Suites a few months to get through the Department of Environmental Protection (DEP) permitting process; asking the applicants when they want to start the process; and what the process is regarding an extension on the timeframe of construction; whether the measurement on Page 20 was pre or post development of Phase I; the splash park being part of Phase II plans; however, it has nothing to do with the splash park; buffering of landscaping plans on public rights-of-ways; and use landscaping that will be a screen all year long.

Public Works Director Tredik advised that his memo stated that he wanted to see the drainage calculations. He explained that Embassy Suites does not have a dedicated pedestrian

connection to the sidewalk on A1A Beach Boulevard. He commented that he would like to have a connection to Salt Life but cannot force Embassy Suites to do that.

Mayor England asked who makes sure that the stormwater drainage is correct so there is no negative impact to the neighbors.

Public Works Director Tredik advised himself and the Building Official.

Building Official Law advised that he sends the plans to all the governmental agencies involved in the building process as a development review process. He explained that he asked St. Johns County if the City could paint a crosswalk on the southernly point of entry of the hotel and they advised that they would go out and check to see if it would be possible.

Mayor England asked how the Commission makes sure that there are safe crosswalks if the Commission cannot put it in the development order.

Building Official Law advised that it would require St. Johns County Road and Bridge Department to approve it. There is nothing the City can do to enforce a crosswalk on a county road. He explained that there are rules on how close crosswalks can be. He said that we can ask again.

Public Works Director Tredik advised that this crosswalk connection would be less than 400 feet, which is required.

Commissioner George advised that at the Marriott the Commission agreed to leave it up to them and currently nothing has been done and it has become a major safety issue. She requested that Embassy Suites get an alternate solution to fix the safety concerns in the development order.

Building Official Law advised that there could be signage put up for safety issues to use the crosswalk on Pope Road.

Commissioner George suggested that the proposed sidewalk be designed differently.

Commissioner Rumrell asked Police Chief Hardwick for his knowledge on this issue.

Police Chief Hardwick advised that he works with the Florida Department of Transportation (FDOT) on this type of issue. He mentioned that if there are too many crosswalks, it can be more convoluted and does more harm than good.

Commissioner Rumrell asked if it would be possible to move the crosswalk further north.

Police Chief Hardwick explained that the road is owned by St. Johns County Road and Bridge Department and they rely on FDOT engineers to see what the best option is. He was concerned about changing the better lighting that Florida Power and Light already agreed upon. He explained that in the City's high season there are 13,000 to 14,000 vehicles per day and in the City's low season there are 7,000 or 8,000 vehicles a day.

Building Official Law suggested having two access points, one north of the entrance of Embassy Suites and one south of the entrance.

Public Works Director Tredik advised that the south access point would get more use than the north access point.

Mayor England suggested to have language subject to St. Johns County approval, that way St. Johns County knows what the City is recommending.

City Attorney Wilson advised that he would not put that in the final development order because the City should leave traffic management up to St. Johns County, but could encourage the use of the crosswalk with signage.

Discussion ensued regarding that the signage should be to encourage the use of the crosswalk; signage is not obeyed; signage pollution; pedestrians need to have a sidewalk from the entrances of Embassy Suites; and need a connection to the sidewalk on the north and south side from Embassy Suites entry.

Thomas Ingram, SODL & Ingram, representing Key Beach North, 233 E Bay Street, Suite 1113, Jacksonville, FL, advised that this is a proposal for 42 additional rooms and 49 parking spaces to the existing hotel. He explained that this would be one story lower than the existing hotel and advised that the property is zoned commercial, which is a permitted use. He commented that AAA gave the hotel a four-diamond rating and the Hilton Legacy Award this year. He agreed with the Building Official that the parking should be 1.5 parking spaces per room. He commented that Key Beach North has every intention on building as soon as possible. He advised that a surveyor checked the existing grade, and this was done pre-construction. He advised that the splash pad is not in front of the Commission today and should not impact the Commission's decision on this application. He advised there would be 49 parking spaces, even though there was a typo on the conception plan that said 50. He explained that Key Beach North proposed a crosswalk to St. Johns County to connect to the sidewalk and was asked by St. Johns County not to propose the crosswalk until further review and study could be done. He explained that he added information about the Fire Department request on the north boundary and the landscaping plan was revised to allow for a six-foot wide area for fire access along the north boundary. The entry points to the project were removed. He wanted to confirm with Building Official Law that this project complies with all the codes and if not, he wants to address them.

Commissioner Rumrell was disappointed that Embassy Suites did not open their doors and have renderings for the residents of St. Augustine Beach, who are impacted by this project. He was disappointed in the public relations for Embassy Suites.

Mr. Ingram advised that it is a point taken, but that the Record had this project in the paper and there were several Planning and Zoning Board and Commission meetings about this project. He explained that it was not their intention to hide anything from the residents and it is posted on Embassy Suites' website.

Commissioner Samora asked Mr. Ingram if there would be offsite parking for construction workers and staff and that there would not be any interruption to beach access.

Mr. Ingram advised that he wanted to make sure that the guest experience and the residents have as minimal interruption as possible and he would research for offsite parking for the construction workers but doesn't have details tonight. He said no one likes construction, but on the upside it's temporary and the project is much smaller than the original hotel project.

Commissioner George asked Mr. Ingram if there still enough room for the landscape buffering since they had to have the fire access on the northside of the property.

Mr. Ingram explained that there is enough room for the landscaping to be done and the applicant would comply with the code regarding the buffering.

Mr. Ingram answered Commissioner George that the road elevation has not changed, and the measurements were taken by a surveyor pre-construction of Phase I.

Kristopher Rowley, ZevCohen & Associates, Inc., 300 Interchange Blvd., Ormond Beach, FL, advised that the measurement was taken at the right-of-way line before development.

Vice Mayor Kostka remarked that she appreciates Embassy Suites success, but does Embassy Suites know the impact it has had on the residents.

Mr. Ingram advised that the hotel industry is a significant contributor to the economy of the City of St. Augustine Beach, just as the restaurants are. Embassy Suites interest, like the City, is to give visitors a great experience and be mindful of the residents as well.

Vice Mayor Kostka advised that the Commission's main concern is to the residents.

Mr. Ingram advised that Embassy Suites has opened their doors to their restaurant, Starbucks, bar, hotel patio area, etc. to the residents and the public. He explained that Embassy Suites has hosted a few community events.

Vice Mayor Kostka commented that the hotel and its guests encroach on the community, such as more people on the beach. She explained that at the time the building permit was issued there were communities to change the building codes and this permit was issued before they could change it, so this happened due to a loophole or in the middle of a process and she was surprise that Embassy Suites would not meet the City in the middle to assist in the parking problem. She advised that Embassy Suites' guests and staff are parking on Pope Road, Pier Park, or other public parking places. The parking spaces at the hotel are not enough for the banquet rooms, meeting room, bar, and Starbucks. She said that if the correct amount of parking spaces were done in 2015, then this would not put the City in this situation now. She commented that she has not had any emails encouraging this addition but have several saying don't approve it. She requested Embassy Suites to come to the middle with the City.

Mr. Ingram advised that this hearing is for this project and where Embassy Suites meets the requirements of the City's code. He explained that after this project the City could research City ratios as they did in Phase I approval and amend the code. He apologized to Vice Mayor Kostka that she was disappointed in the Embassy Suites hotel, but they do try to be a good neighbor to the community and to their guests.

Vice Mayor Kostka said for the record that she is not disappointed in Embassy Suites' hotel, but she was frustrated of what happened along the way and that Embassy Suites won't meet with the City and give more parking spaces.

Mr. Ingram invited the community and guests to come by and see the hotel and wants this hotel to be the best in this region.

Mayor England opened the Public Hearing. The following addressed the Commission:

Sonia Kulak, 114 13th Street, St. Augustine Beach, FL, concerned over the waterslide is still being considered after litigation and asked where the construction materials are being stored.

Building Official Law advised that the construction materials and equipment will be stored on site.

Craig Thomson, 6 D Street, St. Augustine Beach, FL, showed Exhibit 4. He explained that he considers this a non-conforming structure due to the building height and explained the flood threats for the hotel. He requested the Commission to put a condition that if the Commission grants the building in this high hazard area, the City would not assume any liability for providing access to the beach due to sea level rise. He explained that the hotel's stormwater

will fill up with water and sand and flood the neighbors around them. He said these conflicts with the Comprehensive Plan under CC4.4, CC4.4.1, and CC 4.4.2.

Building Official Law advised that the Embassy Suites additional project is not in a high coastal area.

Mayor England advised that Embassy Suites Phase I was under a different code and is not a non-conforming building regarding building height.

City Attorney Wilson agreed. He explained that the building height is not non-conforming because it was built to the codes that were in place at the time.

Giles Cook, 502 F Street, St. Augustine Beach, FL, was concerned about the splash park still in appeal and the only way to satisfy the public is that that would never come up again. He asked to make that a condition of the final development order.

Nicholas Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, said that last month he mentioned about Embassy Suites parking during construction, but all the parking for the existing building is on the north side of the building where the construction will occur, so there will not be enough parking.

Thomas Thebo, Jr., 3915 Genessee, Kansas City MO, advised that a crosswalk to Salt Life would be great.

Ed Slavin, P.O. Box 3084, St. Augustine, FL, asked to reject the proposal; Embassy Suites lied about Phase II; have the Commission disclose all ex parte communications; wants disclosure of the applicant; not enough parking for all the ancillary areas in Embassy Suites; and staff is not experts.

Mayor England closed the Public Hearing and asked for ex parte communications.

Commissioner George disclosed that she had ex parte communications with City staff; other City representatives that were not members of the Commission, and her spouse.

Mayor England advised she had no ex parte communications.

Commissioner Rumrell had no ex parte communications.

Commissioner Samora had no ex parte communications.

Vice Mayor Kostka had no ex parte communications.

Commissioner George asked if the code addresses where construction workers can park.

Building Official Law advised that the code does not address where construction workers can park during construction.

City Attorney Wilson advised the applicant if he would agree to having their construction workers park offsite in non-public areas.

Mr. Ingram advised that he would provide parking for construction workers and not to disturb our guests or have discord with the City. He will cooperate with the City on parking issues.

Commissioner George asked if Embassy Suites would shut down part of the hotel during construction and if so for how long.

Shawn Gracey, Key International, 898 Brickell Avenue, Miami, FL, advised that part of Phase II will tie into the existing hotel and for safety reasons, that portion of the hotel will be closed.

He will do everything in their power to have offsite parking for the construction workers, but they do not have anything at this time lined up. He explained the project will be phased in.

Commissioner George advised that there is a concern that there will be an increase in the lack of public parking because of this project. She asked Mr. Gracey, if they will start a parking plan on their own initiative other than the parking phase.

Mr. Gracey advised that it is hard to enforce construction workers to not park in public parking or have someone picking workers up. He explained that they will have policies and procedures in place. He explained that the majority of the day the guests are out and that is when the construction workers are working, so it is a balancing act.

Mr. Ingram explained that he would submit a parking plan to Building Official Law.

Commissioner George advised that the City cannot levy a bed tax because the City is a municipality, but there is an opportunity by consent for a hotelier to agree to charge an additional couple of cents per dollar on any overnight guests. She asked if Embassy Suites would be willing to consider on a contractual level with the City.

Mr. Ingram urged Commissioner George ask that question to City Attorney Wilson.

Commissioner George appreciated that Mr. Ingram would not know where his client would agree to that.

Mr. Ingram advised that Commissioner George's intent is to only ask for things that are in the realm of asking. He said respectfully, the City cannot ask people to volunteer to pay additional taxes in exchange for approvals.

Commissioner George advised that Mr. Ingram misunderstood the question. She advised that this is a stand-alone contract with Embassy Suites and is communicating a message because the citizens are asking to find a way to increase revenues to offset the burdens that the City feels expense wise for having all the tourists in the City. Please take this back to the client and get back with the Commission on it.

Commissioner Rumrell asked instead of a crosswalk for Embassy Suites can we ask Embassy Suites to put a flashing light at Pier Park.

City Attorney Wilson advised that it would have to be a voluntary on Embassy Suites' part and the Commission couldn't require that from the code. The County would have to approve any flashing lights because it's their road.

Mayor England discussed a two-phase approach. Phase one is whether the Commission would approve the 42 hotel rooms and phase two would be what conditions the Commission would want to include based on the record and testimony received at this hearing. She said that it seems the application meets the code.

Vice Mayor Kostka asked City Attorney Wilson if the Commission must agree with this just because the Commission can.

City Attorney Wilson advised that the Commission needs to look at whether the evidence and testimony in the record before the Commission tonight supports the contention that this application meets the City's code. He commented that he has not heard any testimony that this project doesn't meet any of the City's codes. We have to go by the City codes as they stand and if there is an objection, the Commission can change the City's code for a future project.

Mayor England advised that if there is no motion to deny the applicant, she would ask for a motion to approve with amendments.

Vice Mayor Kostka advised on page 17 of the book, Number 6, suggested to add "property" to that number so any property damage is done, Embassy Suites would have to repair it.

City Attorney Wilson asked if that would include pipes or sewers.

Vice Mayor Kostka advised yes, any property. She suggested that the new parking area be constructed before the additional 42 units. She requested that there would be no construction on any flood prone area because it is not in a flood plain.

Building Official Law explained that it is in a special flood hazard area, which is AO4 and may have shallow flooding.

Vice Mayor Kostka advised that she would like to make sure that the City is exempt from liability from Embassy Suites building in that area.

Commissioner George advised that she was worried about the vehicles.

City Attorney Wilson advised that the City would have no liability on private owned property so that would not be necessary.

Vice Mayor Kostka advised to not include that language then. She asked to include a parking plan during construction of construction vehicles, workers, and materials and to submit it to the Building Department.

Mayor England advised that she suggested to add a south and north sidewalk connection from Embassy Suites' entrance. She suggested having the completion of the construction to be four years, not five years, and that the permits would have to be obtained within two years from the effective date.

Vice Mayor Kostka asked if penalties could be charged if the project is not done in time.

City Attorney Wilson advised no, because the City does not have a contract with Embassy Suites.

Commissioner George suggested that there would be no obstruction during construction of beach access.

Commissioner Samora suggested language that Embassy Suites maintains the proper requirements for the number of rooms while Embassy Suites remains open, which the City's Code Enforcement Officer would monitor.

City Attorney Wilson advised that Embassy Suites agrees to that since they will be closing rooms during construction.

Building Official Law asked Embassy Suites if they could develop the parking on the south side prior to developing the north side.

Mr. Ingram agreed that Embassy Suites could develop the parking area at the southeast corner of the site as the first phase of construction. He agreed to do the crosswalk on the north side of the entrance to Embassy Suites but would ask that they could put it in the proposed landscape island area.

Commission agreed to Mr. Ingram's requests.

Commissioner Samora suggested adding language that parking for all contractors and sub-contractors shall be provided onsite or offsite on a privately-owned location. City and/or county public parking was not to be utilized or impeded.

Mr. Ingram advised that he would agree to the conditions.

Commissioner George congratulated the hotel on their success and is a beautiful addition to the City. She was grateful that they sponsored the Beach Blast Off event, but when she did the countdown to the fireworks, there were boos and so Embassy Suites needs to work harder on their community relations and more creative ways to help the community.

Commissioner George wanted on the record that the waterslide is not a part of this application and the Commission cannot consider any facts of the waterslide in their decision of this application.

Motion: to approve the Final Development Order 19-02 with the following amendments: Item Number 5 to add language north and south sidewalks; Item Number 6 to add “or property” to the language; Item Number 7 that the development order is effective for “four” years and a permit must be obtain within “two” years; add language that the parking on the southeast corner must be completed before the development on the northside of the property; parking for all contractors and sub-contractors shall be provided onsite or offsite in a privately owned location. County parking shall not be utilized or impeded; and beach access will not be closed or impeded in any way during construction. **Moved by** Commissioner Samora, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Mayor England asked for roll call vote.

City Clerk Raddatz called the vote.

MAYOR ENGLAND	YES
VICE MAYOR KOSTKA	YES
COMMISSIONER GEORGE	NO
COMMISSIONER RUMRELL	YES
COMMISSIONER SAMORA	YES

Motion passes 4 to 1.

Mayor England recessed the meeting at 8:59 p.m. and reconvened the meeting at 9:05 p.m.

XII. CONSENT

None.

XIII. OLD BUSINESS

3. Legal Services: Review of Responses to Commission’s Request for Revised Proposals (Presenter: Max Royle, City Manager)

Mayor England introduced Item 3 and asked City Manager Royle for a report.

City Manager Royle reported that the Commission changed the specifications and five attorneys out of the ten attorneys that initial responded agreed to be interviewed at the Special Commission meeting on January 13, 2020 at 6:00 p.m. He explained that he has distributed their responses, and this is for informational purposes only.

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine, FL, commended the thoroughness of the Commission on selecting attorneys and requested the Boards and Commission do ex parte communications.

Mayor England closed the Public Comments section and asked for Commission discussion. Being none, Mayor England moved forward to Item 4.

4. Solid Waste Collection: Discussion of Cost for Businesses and Transient Rentals (Presenter: Bill Tredik, Public Works Director)

Mayor England introduced Item 4 and asked Public Works Director Tredik for his report.

Public Works Director Tredik showed a PowerPoint presentation, Exhibit 5, to explain options and costs. He recommended that businesses that generate more than ten cans a week have dumpster service because the City loses money serving those clients; require businesses to purchase carts from the City; establish a monthly per cart fee depending on the size of the cart; and establish a pattern of overuse and charge penalties and require more carts to be purchased.

Discussion ensued regarding the City code showing only up to six cans can be picked up per week; costs that the City of St. Augustine and St. Johns County residents pay for solid waste pickups; lowest users would not have a large increase; would have a monthly per cart fee; and any overages would be logged and adjusted.

Mayor England suggested to make a minimum cost for any property so that businesses don't pay less than residents.

Discussion ensued regarding residents only paying \$74 per year including the recycling fee; this item does not include recycling at this time; all business owners get one free recycling bin and if they want more the cost is \$43.20 per bin; business data is available, but the City doesn't have resident data; and the bulk of the costs are getting the truck to each property and spending money on equipment and staff.

City Clerk Raddatz requested the Commission to extend the meeting.

Motion: to extend the meeting until 10:00 p.m. **Moved by** Commissioner Samora, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Mayor England advised that the Commission agrees to have residents pay a non-ad valorem fee for solid waste collection, even though the Commission has not set the fee yet. Now the Commission must come up with a fair way to increase the commercial and the transient rental fees. She agrees with the proposal for commercial, with more discussion on minimal fee.

Public Works Director Tredik recommended that transient rentals have a minimal size cart of 64 gallons.

Mayor England asked why there is a difference in commercial and transient rentals.

Public Works Director Tredik said they could require the same, but transient rentals sometimes don't meet the deadline for the pickups and worry that animals would get into the cans. He said that he felt businesses don't usually miss pickups like transient units do.

Finance Director Douylliez advised that if a property owner exceeded six cans per week on a regular basis, they need to get a contracted dumpster service. Also, the code states that the property would need an enclosed dumpster.

Discussion ensued regarding whether the City needs to purchase three cart sizes; saving money for businesses who only needed more than a 64 gallon can to have an option of a 32 gallon can; having a fair and equitable option for everyone; businesses having a minimum per property; not charging businesses if they have a dumpster; business units at the same property could decide whether they use one cart or have their own carts; and businesses need to show a contract if they are not getting service from the City.

Mayor England opened the Public Comments section. The following addressed the Commission:

Sonia Kulyk, 114 13th Street, St. Augustine Beach, FL, appreciated the Commission working on this and asked if the Commission could work backwards starting with the shortfall to see what the fee should be.

It was requested from the Commission to have Finance Director Douylliez the impact on the budget and Public Works Director Tredik would bring back an ordinance with changes to the City's code to accomplish his proposal.

Ed Slavin, P.O. Box 3084, St. Augustine, FL, agreed with Ms. Kulyk.

Mayor England move to adjournment.

5. Additional Streetlight: Request for Approval of Two Agreements with Florida Power and Light (Presenter: Bill Tredik, Public Works Director)

This item will be discussed at on Monday, January 13, 2020.

6. Ordinance 20-01, First Reading: Restricting Shared Mobility Devices in Certain Areas and on Sidewalks (Presenter: Jim Wilson, City Attorney)

This item will be discussed at on Monday, January 13, 2020.

7. Ordinance 20-02, First Reading: to Adopt Changes to the Land Development Regulations (Presenter: Brian Law, Building Official)

This item will be discussed at on Monday, January 13, 2020.

8. Strategic Plan: Review of Draft (Presenter: Max Royle, City Manager)

This item will be discussed at on Monday, January 13, 2020.

9. Police Chief and City Manager: Review of Annual Performance Evaluations by Mayor and Commissioners (Presenter: Margaret England, Mayor)

This item will be discussed at on Monday, January 13, 2020.

XIV. NEW BUSINESS

10. St. Augustine Port, Waterway and Beach Commission: Request for City to Video Its Meetings (Presenter: Anthony Johns, IT Manager)

This item will be discussed at on Monday, January 13, 2020.

11. Ordinance 20-03, First Reading: to Adopt the School Board's Five-Year District Facilities Workplan (Presenter: Max Royle, City Manager)

This item will be discussed at on Monday, January 13, 2020.

12. 2020 Florida Legislative Session: Proposed Laws and Deciding Whether City Will Have an Official Response to Them (Presenter: Max Royle, City Manager)

This item will be discussed at on Monday, January 13, 2020.

13. Succession Planning for City Manager: Consideration of Proposal (Presenter: Max Royle, City Manager)

This item will be discussed at on Monday, January 13, 2020.

XV. STAFF COMMENTS

This item will be discussed at on Monday, January 13, 2020.

XVI. ADJOURNMENT

Vice Mayor Kostka and Commissioner George could not come to the meeting tomorrow.

Discussion ensued regarding the best date to continue the meeting.

It was the consensus of the Commission to have the continuation of the Regular Commission meeting immediately after the January 13th Special Commission meeting starting at 6:00 p.m.

Mayor England asked for a motion to adjourn.

Motion: to continue this Regular Commission meeting until after the Special Commission meeting on January 13, 2020, at 6:00 p.m. **Moved by** Vice Mayor Kostka, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor England adjourned the meeting at 10:01 p.m.

Margaret England, Mayor

ATTEST:

Beverly Raddatz, City Clerk



MINUTES

SPECIAL AND CONTINUATION OF THE REGULAR COMMISSION MEETING MONDAY, JANUARY 13, 2020 AT 6:00 P.M. CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

I. CALL TO ORDER

Mayor England call the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor England led the Pledge of Allegiance.

III. ROLL CALL

Present: Mayor England, Vice Mayor Kostka, Commissioner George, Commissioner Rumrell, and Commissioner Samora.

Also present were: City Manager Royle, City Attorney Wilson, Police Chief Hardwick, Finance Director Douylliez, City Clerk Raddatz, Building Official Law, and Public Works Director Tredik.

Mayor England advised that there was a request to change the order for Attorney Sherar, due to his schedule.

City Manager Royle advised that he requested to be last, due to his schedule, so the Douglas Law Firm would be first.

The Commission agreed.

IV. INTERVIEW OF CANDIDATES FOR POSITION OF CITY ATTORNEY

1. Douglas Law Firm

Attorney Charles Douglas, 1 News Place, St. Augustine, FL, introduced also Lex Taylor from the Douglas Firm. He explained that he would like to be the City's attorney because they have a confident, professional manner and have been the city attorney to many boards and Commissions; He commented that four out of the five attorneys in the firm are residents of St. Johns County and they are local and believe in the team approach so the City would get the benefits of all their talents. He remarked that they are accessible and reachable by phone at any time day or night. He explained that he would come to city hall to meet with staff members or Commissioners on a regular basis in person.

Commissioner Samora asked what cities the Douglas Law Firm has represented in the past.

Attorney Douglas explained that he currently represents the Putnam County School Board and their district staff regularly. He commented that they just did a policy on marijuana use and the firm has negotiated with the unions regarding Human Resources matters. He said he has done contract reviews, worked with vendors, etc. He explained that the five attorneys with the firm are not certified in governmental law. He advised that he has served personally

for the Planning and Zoning Board for the City of Palatka but does not hold that position currently.

Attorney Taylor advised that he was a senior legislative aide for Hillsborough County.

Commissioner Rumrell asked why the firm would like to work in St. Augustine Beach.

Attorney Douglas said that St. Augustine Beach is home to the members of his firm and the members of the firm have a passion for where they live and wanted the opportunity to be the city attorney. He explained that he grew up in St. Augustine Beach and went fishing in Crescent Beach his whole childhood. He commented that he went to University of Florida and then went to work for Harrell and Harrell, P.A. in Jacksonville and received a lot of litigation and mediator experience.

Commissioner Rumrell asked if he had any conflict of interest with any lawsuits against the City of St. Augustine Beach.

Attorney Douglas advised that he had no conflicts and he is very familiar with City of St. Augustine Beach matters.

Vice Mayor Kostka appreciated the direct ties to the area, but other applicants have a lot of experience representing other municipalities and asked how the firm would make the Commission comfortable in hiring their firm.

Attorney Douglas advised that he has a team of five lawyers who have a board spectrum of knowledge that they focus on. He explained that if he didn't have the answer, he would have the talent to find out the answer and give competent legal advice. He commented that his firm is competent in Human Resource law, Sunshine Law, Public Records Requests, real estate, zoning matters, and bargaining issues.

Commissioner George asked if the modified terms were acceptable for your firm.

Attorney Douglas advised yes. He explained that the firm would have never intended to charge for mileage in St. Johns County, only out of town, and the terms were acceptable to the firm.

Commissioner George asked if the City would have to pay for the firm to review or get caught up with the City's Charter and land development regulations.

Attorney Douglas advised that the firm would not bill extra for that, the Douglas Firm does not have any conflict of interest and has not represented a developer within the City of St. Augustine Beach. He explained that within St. Johns County he has represented less than five percent of his business with developers.

Mayor England asked who the primary attorney would be, and would that attorney attend the Commission meetings, Planning and Zoning Board meetings and the Code Enforcement Board meetings.

Attorney Douglas advised that he would be the primary attorney and he would attend all the meetings depending on the Commission's desire. He explained that Attorney Taylor would be there and would stand in if needed due to an absence.

Mayor England advised that sometimes there are special commission meetings, workshops, and sometimes commission meetings go over to the next day. She asked if that would be a problem.

Attorney Douglas advised no, it wouldn't, that he would be available. He explained that he has watched several meetings and knows the demand if the Commission accepts their firm.

Mayor England asked about a minimum per month since the bid was a little lower than the monthly retainer the City has asked for.

Attorney Taylor advised that there was an error in their proposal once they spoke to City Attorney Wilson on the hourly commitment. He explained that their firm would rely on some paralegals for some items, but it would not be billed to the Commission and would do administrative work.

City Manager Royle asked what kinds of law does the firm practice.

Attorney Douglas advised that their firm practices general services, from real estate, property matters, state planning, family law, criminal defense matters.

City Manager Royle asked how long their firm has existed in St. Augustine.

Attorney Douglas advised four years and a total of six years.

City Manager Royle asked if the firm would have a problem with any performance standards in the contract, such as when ordinances, resolutions, contracts, etc. would have to be met by a certain time of the month.

Attorney Douglas advised that would not be a problem.

City Clerk Raddatz asked if they had experience in Human Resource matters.

Attorney Douglas advised yes. The firm has been involved in policies and procedures for the school board, State of Florida Best and Brightest Scholarship funding for teachers as a bonus, time off issues, disciplinary issues, termination hearings, injuries, and litigation issues.

City Clerk Raddatz asked if the firm would do Sunshine Law and Ethics classes for new Commissioners or Planning and Zoning Board members.

Attorney Douglas advised that he would and does now with his clients. He also would do a public records request class for new members.

Police Chief Hardwick advised that his department falls under the Officer Bill of Rights for Police and asked if they have defended anyone under the Officer Bill of Rights.

Attorney Douglas advised no, his firm hasn't. He explained that the firm does a lot with workers' compensation claims but has handled Post Traumatic Stress Disorder (PTSD) in workers' compensation claims for first responders.

Commissioner George asked for the resubmission fees.

City Clerk Raddatz gave the Commission copies of the newly submitted fees from Douglas Law Firm.

Building Official Law asked if his firm would create the ordinances and resolutions for his code items.

Attorney Douglas advised yes; he would have no problem doing ordinances for staff.

Attorney Taylor advised that he did coastal and code ordinances for Hillsborough County.

Public Works Director Tredik asked how their firm would be able to help with contracts when the contractor does not comply with the contract due date or change orders.

Attorney Douglas advised that his firm does a lot of contract law and litigation. He would address the situation as soon as possible and mediate with the contractor to avoid litigation. He would like to draft the contract, so everyone knows what is expected of them and there are no surprises down the line.

Public Works Director Tredik asked Attorney Douglas his familiarity on environmental contracts and how his firm would recommend avoiding pitfalls.

Attorney Douglas advised that their firm would research depending on the need in order to write a contract to avoid litigation.

Mayor England moved on to Item 2.

2. Lewis, Longman & Walker

Mayor England introduced the firm Lewis, Longman & Walker and called them to the podium.

Attorney John Wallace, an attorney with the firm Lewis, Longman & Walker, 245 Riverside Avenue, Suite 510, Jacksonville, FL, advised he represents governmental work, land use, and zoning clients. He has recent experience with St. Johns County in a Bert Harris litigation and represented the City of Gulfport in federal courts for clean water act litigation and assists in general council presentation in the City of Atlantic Beach and the Florida Department of Transportation in administrative litigation. He represented the Florida Department of Agriculture in litigation with expenditures in Florida Forever Funds. He explained that he does represent developers, but not in St. Augustine Beach or St. Johns County.

Mayor England asked why Attorney Wallace applied for St. Augustine Beach.

Attorney Wallace advised that he saw the advertisement and has strong ties to the community because his grandfather was the president for the School for the Deaf and the Blind and his dad was a lifeguard at the beach.

Mayor England explained the type of work and how many hours involved in St. Augustine Beach and asked how Attorney Wallace would be able to handle the number of hours.

Attorney Wallace advised that he is in the office 50 – 60 hours a week, but if he took on additional clients, he would take less work from other offices that he frequently works in Tampa, Tallahassee, etc. He explained that he is familiar with city caseload because he is involved with Atlantic Beach significantly, so he didn't feel that would be an issue.

Mayor England asked how he would ensure that he would get to the meetings on time coming from Jacksonville.

Attorney Wallace advised that he currently represents the Anastasia Mosquito Control District, so he is familiar with the traffic to get here on time.

Commissioner Samora asked who specifically represents Anastasia Mosquito Control District.

Attorney Wallace advised that Attorney Flowers represents them; however, he handles the meetings frequently and the contractual issues for them. He explained that he would be primary for the City of St. Augustine Beach and secondary would be Attorney Wayne Flowers. His goal is to attend all the City's meetings if that was what the Commission desires.

Commissioner Rumrell asked who is certified in his firm.

Attorney Wallace advised that Attorney Flowers is certified in state and local government and administrative law and he is planning on sitting for the exam at the next cycle. He commented

that there are seven to 10 other board-certified state and local government attorneys at the firm. He explained that the firm has worked for Neptune Beach, Green Cove Springs, and the City of Jacksonville on outside council type matters. He remarked that the firm represented the special districts as well.

Commissioner Rumrell asked if the firm had any conflicts of interest.

Attorney Wallace advised no.

Commissioner George asked if the firm would be willing to conduct classes for new board members and Commissioners.

Attorney Wallace advised yes, and he does it routinely for other boards.

Commissioner George asked if the terms were acceptable for their firm.

Attorney Wallace said they were not, which he indicated to City Clerk Raddatz who invited him to interview anyway.

Commissioner George asked if their firm would like to have an hourly rate.

Attorney Wallace advised no, that they would like to come to an agreement with the Commission for a flat fee to a certain number of hours or subset of services and then an hourly rate.

Commissioner George advised that the firm is not prepared for any specific proposal at this time.

Attorney Wallace advised that he would stand on the original proposal of 30 hours at \$6,000 and any additional hours would be \$225 an hour after that and bond representation would be at the price the firm quoted. Also, litigation would be at \$225 an hour. He advised that he would be willing to negotiate on a small reduction, but a flat fee would be too risky for the firm's business model.

Commissioner Rumrell asked if a junior associate could do some of the work, would the firm be willing to use a junior associate to get to the flat fee of 40 hours at \$6,000.

Attorney Wallace advised that would work; however, it would depend on how much work the junior associate would be doing, which might not work. He explained that the firm does not have a junior associate in Jacksonville, so he really didn't believe that would work if a lot of the time would be spent in these meetings, but for other items it may be more feasible.

City Manager Royle asked what type of work the firm did in Green Cove Springs and Neptune Beach.

Attorney Wallace advised that for Green Cove Springs he represented them in annexations and Neptune Beach the firm has represented them in code litigation, but they are not currently representing them.

Police Chief Hardwick asked if he had experience in the Federal Medical Leave Act and Police Bill of Rights.

Attorney Wallace advised that he was not familiar with the labor law, but there is an attorney in the firm that is familiar with them and would represent the City in that case.

Building Official Law asked if the firm would do ordinances and resolutions and send them to the City Manager at the deadline requested and whether he would answer his questions in writing.

Attorney Wallace advised yes, he routinely does ordinances and resolutions and he would answer in writing his legal opinions.

Public Works Director Tredik asked Attorney Wallace's experience in interlocal agreements and whether there would be any conflict of interest if there needed to be an interlocal agreement with the Anastasia Mosquito Control District.

Attorney Wallace advised that both the Anastasia Mosquito Control District and the City would have to waive conflict of interests on both sides, but his firm has handled agreement like those with special districts.

Public Works Director Tredik asked if the firm has experience with any non-ad valorem assessment ordinance and litigation.

Attorney Wallace advised that he never personally defended a stormwater fee but has been involved with litigation over stormwater fees. He gave an example where that the stormwater fees were not covering the costs of maintenance of the aging infrastructure, so the outcome was to go to the state revolving loan program for stormwater and wastewater loans. He explained that as a firm he was sure someone has done that in the past.

City Manager Royle asked if his firm needed outside counsel would there be a separate fee to the City.

Attorney Wallace said yes. The City would have to pay for the other attorney fees; however, he did not feel that his firm would have to go outside to hire another firm to handle the City's business because his firm handles agencies all over Florida.

3. Paul Elkind Branz & Kelton

Attorney Darren Elkind, 142 E New York Avenue, DeLand, FL, thanked the Commission for the opportunity to be considered for this position. He explained that he is board certified in government law and board certified by the Florida Bar and civil trial law. He commented that he has a unique skill set to manage government agencies. He does litigation against the government, but not in St. Johns County. He is the City Attorney for the City of DeLand for many years and invited the Commission to check with them on his skill set. He is responsive and available to his clients including department heads calling his cell phone number and prides himself on giving clear and concise advice. He explained that Attorney Lonnie Groot joined his firm on an as needed basis in order to help with the City of DeLand's work and with some private clients in Volusia County that deal with government. He explained the City of St. Augustine Beach was the right size and Attorney Groot lives in Daytona Beach Shores, so it would be convenient for him to come to the meetings. He commented that representing a coastal community was very exciting. He explained that Attorney Groot would be the primary attorney for the City, and he would be the secondary attorney in his absence. He submitted his proposal at \$175 an hour and though the firm agrees to the revised request with the amendments, he said that he would bill the \$175-hour rate but would do a flat fee up to certain hours per month.

Attorney Groot, 3047 S Atlantic Avenue, Daytona Beach Shores, FL, advised that he likes the drive to our City. He gave history of his service in the Army JAG Corps and the Montana and Florida Legislature. He has represented 13 cities, two counties, the River to Sea PTO, Supervisor of Elections, Seminole State College, General Counsel for the Seminole County

Expressway Authority, and likes to teach college students. He likes to represent coastal communities and he lives in a coastal community, so he knows. He advised that he is board certified as well.

Commissioner Samora asked whether Attorney Groot is serving as City Attorney.

Attorney Groot advised no, but he will be working on the City of DeLand matters with City Attorney Elkind. He explained that he works for the cities of Sanford and Webster. He does ordinances, resolutions, and taking phone calls in the evenings and on weekends. He attended the Planning and Zoning Commission meetings and the Historic Preservation Board meetings for the City of Sanford and substitutes rarely for Attorney Bill Colbert for City Commission meetings. He has been going to the City of Oviedo and by choice left there because there was a swing in the Commission.

Commissioner Samora asked Attorney Groot if he has done any work in a coastal community.

Attorney Groot advised he represented Daytona Beach Shores. He does a little of everything from real estate law, personnel law, Police Officer Bill of Rights, etc. He explained that because the Volusia County Charter gives sole authority over any coastal community in Volusia County regarding coastal matters, so he did not have many issues there.

Commissioner Rumrell asked why St. Johns County.

Attorney Elkind advised that it is far enough away that there would be no conflicts or miss a meeting because he represents a landowner or developer, which he does a lot of. He explained that Attorney Groot is close enough to do the job and it makes sense financially to represent the City.

Commissioner Rumrell asked Attorney Groot's experience.

Attorney Groot gave his background and where he worked.

Attorney Elkind advised he has been practicing law in Volusia County for 25 years. He explained that before the firm saw the City's Request for Proposal, they asked Attorney Groot to join their firm. They both decided that it would be a good fit to represent the City of St. Augustine Beach.

Mayor England asked if they would keep the certain clients because of the number of hours of the meetings and the need for legal advice. She asked how Attorney Groot can meet the City's commitments.

Attorney Groot advised that the only meetings he has now is the Sanford Zoning Board which meets on the third Thursday in the morning and the Historic Preservation Board which conflicts with this City's Code Enforcement Board hearings, but the firm will send another attorney to cover that meeting. He explained that all his evenings are free.

Vice Mayor Kostka asked if the firm has done any work in St. Johns County.

Both attorneys advised that they have not worked in St. Johns County in the last decade or never.

Vice Mayor Kostka asked what the advantageous and disadvantageous of not working in St. Johns County.

Attorney Groot advised that it is good to not live in St. Johns County because then they would not be biased and not affected by the local politics. He wants to focus on the local governing body and the needs of staff.

Attorney Elkind agreed with Attorney Groot's statement.

Vice Mayor Kostka explained that our City does not want to be another Daytona Beach and your firm is from Daytona Beach and Volusia County, so how would your firm represent the City.

Attorney Groot stated the important aspect is planning and explained what happened in Seminole County because they made them plan.

Attorney Elkind explained that they don't make the decisions for the Commission. He advised that their firm will make sure whatever decision that the Commission makes, he would make sure that there is a good record on why the Commission made the decision and they would be able to defend the decision that the Commission made in court by the record.

Mayor England asked Attorney Groot his style regarding representing boards on the findings of facts, etc.

Attorney Groot advised that the first thing to do is training. He explained that the firm is doing a two-and-a-half-hour training on planning judicial procedures and land use law so they would understand what their jobs are as Board members. He explained F.S. 166.033, which says when a development order is denied that the Board must say what the reasons were and the rules that supports the denial. He explained that in litigation the reasons why the Board members voted no is important.

Commissioner George commented that Attorney Groot really seems to love the government law. She advised that the Commission wants the City Attorney to stay with the Commission on their decisions through the whole process. She asked Attorney Groot if his drive would be a concern since the Commission meetings don't get over sometimes until after 10:00 p.m.

Attorney Groot advised that would not be a concern because other municipalities went on until after midnight.

Commissioner George asked about being a deputy county attorney.

Attorney Groot advised number two person.

Police Chief Hardwick asked if he had any experience in military rights.

Attorney Groot advised no. He has never had a city not re-employ a veteran. He advised that he has done all types of ordinances including special district assessments ordinances.

Attorney Elkind explained that he believes in discussing an issue with his client to make sure he has all the facts and then respond to him in writing with what was discussed; otherwise, there could be endless emails that ask questions back and forth.

City Manager Royle asked if Attorney Groot works for the City of DeLand now.

Attorney Groot advised that he has substituted for Attorney Elkind occasionally.

City Manager Royle noticed that the City of DeLand and our City meet on the first Monday of every month. Would that be a problem?

Attorney Elkind advised that Attorney Groot helps in DeLand but he doesn't miss the City of DeLand's meetings so Attorney Groot would be able to attend the meetings in the St. Augustine Beach. Attorney Elkind advised that Attorney Branz would take Attorney Groot's place if he misses a meeting, which were only planned vacations. He advised that there are six attorneys in his firm.

Mayor England asked if Attorney Elkind and Attorney Groot were the only certified government attorneys in the firm.

Attorney Elkind advised yes.

4. Ralf Brooke

Mayor England introduced Attorney Ralf Brooke.

Attorney Ralf Brooke, 1217 E Cape Coral Parkway, Cape Coral, FL, advised that he goes to governments when they need help. He comes from a citizens and public interest background. He represented developers for three years and could not continue because of his beliefs. He represents governments that care. He gave an overview of his background. He worked for Sarasota and was the Assistant County Attorney in Monroe County where he worked on land use and litigation counsel and worked with the zoning staff on reviewing applications and wastewater for the Florida Keys. Worked at the City of St. Augustine on the lighthouse renovations and the City of Marineland on their comprehensive plan and land development codes. He is the City Attorney for Yankeetown, which uses him as needed because they are so small, but he wrote their comprehensive plan and land development regulations. Also works with the City of Captiva Florida near Sanibel. He likes to work with a united Commission and not a divided Commission. He has done interlocal agreements, ordinances, contracts, public works contracts, turtle lighting ordinances, created a personnel manual, worked with police departments on their personnel issues, Charter revisions, sunshine and public records classes, land development codes, lectures, Bert Harris cases, etc. He doesn't have support staff because he likes doing things on his own and works on the road. He comes to town the day before and stays the day after the meeting for action after items. He is certified in city, county, and state law and has been a special magistrate for Bert Harris cases. He advised that if he became ill, he would ask the second-place counsel to fill in for him. He asked the Commission to let him know if they call a special meeting so he could see if he was available.

Mayor England advised that the Commission consults with staff and Commissioners on special meeting dates and times.

Commissioner Samora asked if his primary residence was in Cape Coral and if he had municipal work in that area as well.

Attorney Brooke advised yes, but he does travel statewide and would be here for all the meetings. He explained that he gets a lot of calls from clients all over the state.

Commissioner Samora asked why there is so much development in the City of Madeira Beach, which used to look like the City of St. Augustine Beach.

Attorney Brooke advised that it starts with the Commission and their vision in their comprehensive plan. He commented that the Commission has to say no to the developers with reasons for denial. He suggested to put in the comprehensive plan sea level rise and other provisions that stop what the Commission doesn't want to see in their city. He also suggested putting items in the Charter to stop developers.

Commissioner Rumrell asked why he wanted to apply to St. Augustine Beach and if he had any conflict of interests with local groups.

Attorney Brooke advised that he has been coming to this City for years. He would like to spend time here. He advised that he had no conflict of interests in the City. He explained that he will be here the day before so there would not be any problems with him being on time for the meetings.

Commissioner Rumrell asked if he had any knowledge of the City's trash ordinances.

Attorney Brooke advised yes. He commented that Home Rule is an issue and the Commission will have to fight for the City's rights. He knows Kraig Conn and the Florida League of Cities and there are fights for the cities' rights. He advised that they give local municipalities rights, but then preempt them. He knows how to go against lobbyists in Tallahassee.

Vice Mayor Kostka advised that there is an article from Tampa Bay News, and it talks about the divide of the Commission in Madeira Beach. She asked Attorney Brooke if he hired counsel without Commission approval.

Attorney Brooke advised that the City of Madeira Beach hired an employment attorney before he came to their city when there was an employment issue. There was a newly elected Commissioner who did not like this attorney and said he didn't approve him. He said that his contract is up for renewal now. He explained that the other attorney was paid for by the insurance company, which the insurance company chooses. He advised that there is a way to reject the attorney, but the other Commissioners did not reject him. He commented that this new commissioner has done personal attacks and does not follow the civility codes.

Vice Mayor Kostka remarked that she admires and respects Attorney Brooke's outlook on the environmental sensitivities and especially in our area and across the state.

Attorney Brooke advised that if the City doesn't pick him, he would be willing to help in any way he could on environmental issues.

Commissioner George advised that the City has had an increase of requests for conditional use permits in commercial use districts because there is a limit in medium density.

Attorney Brooke explained that the City should revisit the land development codes to address the issue so that would not happen again. He said there are state preemptions that the Commission should be careful about, but a conditional use permit does not have to be passed if there are justifications.

Commissioner George asked how many other cities Attorney Brooke is representing.

Attorney Brooke advised that he only has Yankeetown on a call-when-needed basis and Madeira Beach, which may not go on past March depending on the Commission voted in.

Commissioner George also agreed with Vice mayor Kostka on Attorney Brooke's environmental sensitivities.

Attorney Brooke commented that he would enjoy working here with a unified Commission.

City Manager Royle explained that Yankeetown meets the first Monday of the month like our City.

Attorney Brooke advised that he can reschedule the meeting with Yankeetown and come to the City of St. Augustine Beach as scheduled. He only attended three meetings last year for Yankeetown.

City Manager Royle asked why he left St. Pete Beach.

Attorney Brooke advised that the Commission changed, and he resigned rather than work for a Commission that didn't want him there.

City Manager Royle asked if Attorney Brooke had an accident what would happen.

Attorney Brooke advised that he would ask the Commission to approve a person to fill in when necessary. He commented that he would suggest the second Commission's choice could fill in. He suggested to the Commission how the method should be on the voting for the candidate.

Mayor England asked if Attorney Brooke has any human resources, police rights, interlocal agreements experience.

Attorney Brooke advised yes and explained his knowledge for both.

Commissioner George asked if Attorney Brooke agreed to the terms.

Attorney Brooke advised yes.

5. Craig Z. Sherar

Mayor England introduced Attorney Craig Sherar.

Attorney Craig Sherar, 147 Pine Tree Road, East Palatka, FL, advised that his depth of government experience was not like the other attorneys. He explained that he has not represented Boards or Commissions, but he is the City Attorney for Pomona Park. He advised that he was a Commissioner of the Town of South Miami and has been a community activist, public defender, was in the army for four years, and a legal aid attorney. He worked for Florida Power and Light and the City of Hollywood Beach, but mostly in construction law, liens, government bonds, and government contracts. He is a solo practitioner and feels that is a strength because he believes in more proactive working with a client instead of reactive working with a client. He explained an example of how he thinks out of the box to help his clients. When talking to a client, he would call the person and discuss the issue and then would confirm the discussion in writing. He refers cases to other attorneys, and he would ask them to fill in.

Commissioner Samora asked if he had an administrative staff.

Attorney Sherar advised yes. He was training one to help while his other staff member is sick. He advised that secretaries are better sometimes than paralegals.

Commissioner Samora asked how long he was a Commissioner.

Attorney Sherar advised that he was a Commissioner for two years. He mostly works as a real estate attorney, so he is very flexible.

Commissioner Rumrell asked why he applied to St. Augustine Beach.

Attorney Sherar advised that it is easy to get to city hall, like the small-town atmosphere, like Pomona Park, and it fills in when Pomona Park does not need him.

Commissioner Rumrell asked if Attorney Sherar agreed with the pricing.

Attorney Sherar advised that he did. He explained that fee arrangements are risky for the attorney for cases. He doesn't like flat fee arrangements, but it can go over the flat rate. He would whether have a cap with the number of hours and charge a dollar rate after the 40 hours.

Commissioner George asked if Attorney Sherar has board-certification in government.

Attorney Sherar advised that he was not board-certified in government.

Commissioner George asked if Attorney Sherar would do Sunshine Law, Ethics, and Public Records Request classes.

Attorney Sherar advised yes.

Commissioner George asked about conflicts of interest.

Attorney Sherar advised no, he was only with legal aid.

City Clerk Raddatz asked what personnel and risk management experience Attorney Sherar has.

Attorney Sherar advised that personnel is limited, and risk management is dated.

Mayor England asked Attorney Sherar experience in police rights.

Attorney Sherar advised that he had no experience but could review it. He is experienced in government contracts and believes in government contract as a conclusion of a contract and should not get change orders.

Public Works Director Tredik asked if Attorney Sherar would be able to draft ordinances.

Attorney Sherar advised yes but would need the City's format.

City Manager Royle asked what the Town Attorney for Pomona Park pays him.

Attorney Sherar advised he gets a flat fee of \$1,000 for one meeting plus four hours of work. Special meetings are \$150 an hour, unless it goes over four hours it is \$200.

City Manager Royle asked if he did real estate deals in the City.

Attorney Sherar advised no.

Mayor England requested to wait until City Attorney Wilson was at the meeting to do the ballot process. She would like to know how the ballots were done for the other selections of City Attorneys in the past. She would like to absorb the information the candidates gave and make sure that the process is being done correctly.

Vice Mayor Kostka thanked the applicants for applying and would like to absorb the information that the candidates gave before deciding.

Commissioner Samora agreed that all the Commissioners need to feel comfortable in the process.

Mayor England moved on to Public Comments.

V. PUBLIC COMMENTS

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine Beach, FL, advised that he loved the process and recommended Ralf Brooke who helped with Fish Island.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, explained that he has been in state government for over 30 years and attending 15 years of Commission meetings and feels that the Commission needs to feel comfortable with whoever the Commission picks and their styles. He advised that some represented developers which is concerning. He advised that the City is under litigation with Embassy Suites, but accepted a sponsorship for the Beach Blast Off, which he felt

was wrong when the City is in litigation with Embassy Suites. He recommended Paul, Elkind, Branz, and Kelton because the City needs their experience.

Mayor England closed the Public Comments section and moved to Item VI.

VI. DISCUSSION OF CANDIDATES AND DECISIONS

Discussion ensued regarding what methodology that were done in the past; whether to use tally sheets; having information sent to the Commission on how the vote was done previously; and using the method that was used in electing a Commissioner.

City Manager Royle suggested to the Commission that they should think about each candidate and how well the candidate would act with them as a Commission. The candidate should have confident, professional, in depth experience that the Commission feels comfortable with.

Mayor England thanked all the candidates for coming tonight and applying.

It was the consensus of the Commission to vote on the item at the continuation of the Special Commission meeting on January 14, 2020 at 6:00 p.m.

**AGENDA
CONTINUATION OF
REGULAR COMMISSION MEETING OF JANUARY 6, 2020
MONDAY, JANUARY 13, 2020**

III. OLD BUSINESS

5. Additional Streetlight: Request for Approval of Two Agreements with Florida Power and Light (Presenter: Bill Tredik, Public Works Director)

Mayor England introduced Item 5 and asked Public Works Director Tredik for a report.

Public Works Director Tredik reported there are poorly lighted areas on A1A Beach Boulevard and A1A South. He presented a PowerPoint (Exhibit 1). He suggested adding 19 new streetlights in the dark streets recommended by Florida Power and Light (FPL). He explained that there are two agreements for the LED lighting and installation.

Discussion ensued regarding why 7th Street was picked as one to get more lighting; FPL, Police Chief Hardwick, and Commander Ashlock toured for dark lighting from Pope Road to A1A Beach Boulevard; FPL would update lights that should have been done; whether to eliminate streetlights proposed if the Commission would like to do so; during turtle season the lights are turned off; why St. Johns County and the State of Florida not paying for lighting on their roads; the City has interlocal agreement that staff would research further and notify the Commission; Commission not approving the agreement without further research on the interlocal agreements; safety issues and concerns for pedestrians; not delaying the streetlights because of the safety concerns; and having the City Attorney review the interlocal agreement.

City Manager Royle recommended to approve the agreements pending the City Attorney's review.

Public Works Director Tredik advised that he knows that the City is responsible for State Road A1A lights and they will not be installed unless the City does it. He explained that it would take two to three months to install the lights.

Commissioner Rumrell asked if businesses as they redevelop be required to put in new streetlights as well.

Building Official Law advised yes, it's a common practice. He recommended also to have a creation of a sidewalk and lighting in new development where none exists.

Mayor England asked if any grants were applied for regarding turtle lighting.

Public Works Director Tredik advised no.

Discussion ensued regarding amber lighting for turtle lighting; whether the citizens would not like the amber lighting; needing approval from St. Johns County for the turtle lights; whether there is a light that could stay on all the time; FPL is working on a light that could change color part of the year for the turtles; and trying to keep lighting on during turtle season for the safety of the pedestrians.

Police Chief Hardwick was concerned that during turtle season Pier Park goes black and he would like to close it during that time due to safety concerns. He asked if he should contact St. Johns County to have a gate put up or to place signs that Pier Park is closed after sunset. He was concerned that something could happen in the parking lot that would be bad for the City.

The Commission agreed to have staff schedule a meeting with St. Johns County regarding closing Pier Park after sunset.

Public Works Director Tredik advised that when turtle season comes, FPL will have to replace the LED lights to amber lights and then replace them again after the turtle season with LED lights, which will cost the City.

Vice Mayor Kostka explained that in other cities there are poles waist high that are turtle lighting and halfway on the pole it is a directional lighting, so it doesn't interfere with the turtles. This would stop FPL changing out lights.

Public Works Director Tredik advised that it would be part of the conversation with St. Johns County. He would like to do shielding instead of the amber lighting.

Commissioner Rumrell asked Public Works Director Tredik to ask FPL if they would not charge us to change out the amber lights because they do not have the turtle lighting yet.

Public Works Director Tredik advised that he would ask FPL.

Mayor England opened the Public Comments section. The following addressed the Commission:

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, explained that he supports the lighting on A1A South. He requested that the Commission vote on the agreements for A1A South if they don't want to vote on St. Johns County road right away. It is dangerous for pedestrians in the crosswalks. He asked that Beach Blast Off be part of the discussion tomorrow and advised Cindy Walker did a good job with Beach Blast Off.

Mayor England closed the Public Comments section and ask for Commission discussion.

Vice Mayor Kostka agreed with Mr. Binder that the streetlighting could be done on A1A South and agreed that Pope Road is very dangerous because drivers cannot see people crossing the street at night.

Mayor England made a motion

Motion: to approve the agreements with the following conditions: 1) to verify that St. Augustine Beach must pay for the additional lights; 2) that the City Attorney review the interlocal agreement with St. Johns County and the State of Florida; and 3) that the Public Works Director and Police Chief review the recommendations of FPL and be judicious on the number of lights that is on A1A Beach Boulevard and hold off on the lights that could be converted soon. **Moved by** Mayor England, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Commissioner Samora asked for a clarification on Item 3 of the motion.

Mayor England advised that based on the Commission's discussion, Public Works Director Tredik and Police Chief Hardwick meet and talk about the lights recommended by FPL and take a second review of the need of the number of lights. Where there is adequate lighting, remove the lights recommended by FPL. She also advised lighting that will have to be changed from LED to amber color, don't install, unless FPL agrees not to charge the City for the changing of the light.

Commissioner Samora asked if this should come back to the Commission.

Mayor England advised that she would be willing to let Public Works Director Tredik and Police Chief Hardwick to move forward as they seem fit.

Commissioner George advised that this would only affect those lights on A1A Beach Boulevard and she agreed.

Mayor England asked City Clerk Raddatz for a roll call vote.

MAYOR ENGLAND	Yes
VICE MAYOR KOSTKA	Yes
COMMISSIONER GEORGE	Yes
COMMISSIONER RUMRELL	Yes
COMMISSIONER SAMORA	Yes

Motion passes 5 to 0.

IV. ADJOURNMENT

Mayor George asked for a motion to adjourn.

Motion: to continue the Special Commission meeting and the Regular Commission meeting to January 14, 2020 at 6:00 p.m. **Moved by** Commissioner George, **Seconded by** Mayor England. Motion passed unanimously.

Mayor George adjourned the meeting at 9:18 p.m.

Margaret England, Mayor

ATTEST:

Beverly Raddatz, City Clerk



MINUTES

CONTINUATION OF THE SPECIAL AND REGULAR COMMISSION MEETINGS

TUESDAY, JANUARY 14th, 2020 AT 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

I. CALL TO ORDER

Mayor England call the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor England led the Pledge of Allegiance.

III. ROLL CALL

Present: Mayor England, Vice Mayor Kostka, Commissioner George, Commissioner Rumrell, and Commissioner Samora.

Also present were: City Manager Royle, City Attorney Wilson, Police Chief Hardwick, Finance Director Douylliez, City Clerk Raddatz, Building Official Law, and Public Works Director Tredik.

Mayor England announced that Richard Gray's family, an employee with the City, lost his son in an accident and sent the Commission's heartfelt condolences to the family. She also said that there are several employees sick and wished them a quick recovery.

AGENDA

CONTINUATION OF SPECIAL COMMISSION

MEETING OF MONDAY, JANUARY 13, 2020

TUESDAY, JANUARY 14, 2020

IV. DISCUSSION OF CANDIDATES AND DECISIONS

Mayor England explained the previous processes for selecting City Attorneys that City Manager Royle sent to the Commission.

Commissioner George advised that she has narrowed the candidates down.

Commissioner Rumrell explained that he was prepared to select a City Attorney.

Mayor England researched the applicants and pointed out that the firm Lewis, Longman & Walker is a lobbyist firm and one of their clients is Airbnb.

Commissioner George suggested circling the top two candidates by each Commissioner and City Attorney Wilson and City Clerk Raddatz would tally the votes.

City Clerk Raddatz announced that the two top candidates were Paul, Elkind, Branz & Kelton and Attorney Ralf Brooke. (Exhibit 1).

Discussion ensued regarding the candidates being so qualified; Ralf Brooke not having a plan if he cannot make the meetings; and location and backup being a determination in the selection.

Mayor England asked for another tally selecting the Commission's top candidate.

City Clerk Raddatz announced that Paul, Elkind, Branz & Kelton was unanimously selected by the Commission.

Mayor England congratulated Attorney Elkind and Attorney Groot on being selected. She asked if City Attorney Wilson would do the contract to bring back to the Commission.

City Attorney Wilson advised yes.

Mayor England asked for a motion.

Motion: to proceed with entering into a contract as reflected in the amended response to Response for Request # 19-07 with the law firm Paul, Elkind, Branz and Kelton P.A. **Moved by** Commissioner George, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Mayor England thanked all the candidates for their time and great information they presented.

Commissioner George thanked Jim Wilson for his service to the City.

City Attorney Wilson advised that Attorney Lonnie Groot has been involved in the Municipal Attorneys Association and has been one of the standout attorneys in the state. He is well known and is a good attorney. He thanked the Commission and said it has been a pleasure working for the Commission and it has been fun working for the City.

Mayor England thanked City Attorney Wilson for his service.

AGENDA
CONTINUATION OF REGULAR MEETING OF
REGULAR COMMISSION MEETING OF JANUARY 6, 2020
TUESDAY, JANUARY 14, 2020

V. OLD BUSINESS

6. Ordinance 20-01, First Reading: Restricting Shared Mobility Devices in Certain Areas and on Sidewalks (Presenter: Jim Wilson, City Attorney)

Mayor England introduced Item 6 and asked City Attorney Wilson for his report.

City Attorney Wilson reported that the Commission requested an ordinance to prohibit shared mobility devices to keep them from being left on the City's sidewalks. He explained that the City can prohibit that kind of business but can't prohibit private use of mobility devices. He commented that these devices are starting to become more common. He tried to keep the devices off the sidewalks but cannot prohibit the devices within the City. He then read the title of Ordinance 20-01.

Mayor England advised that on pages 3 and 7 "Beach" needs to be added to St. Augustine, the numbering of the ordinance pages needs to be changed and the sections skip from 66 to 69.

City Attorney Wilson advised that the pages got switched, but the sections are correct.

Commissioner Samora asked if bicycles should also be on the sidewalks.

City Attorney Wilson advised that bicycles could be used on the sidewalks and his intent was not to change anything regarding regular bicycles.

Commissioner Samora questioned page 6, Section 19-66, Subsection (b) (2), shows that bicycles were restricted from the sidewalks.

Vice Mayor Kostka advised that it should read (2) "Electric bicycles or motorized bicycles;"

Discussion ensued regarding having the same language as the Florida State Statutes under the bicycle laws; and there is no bicycle lane on A1A Beach Boulevard; not allowing a company to have motorized bicycles in the City.

Mayor England asked if Section 19-66 (a) which says sidewalks would only be allowed by non-motorized devices except for listed items, but in Section 19-66 (a) (2) the City Manager can designate the shared use paths.

City Attorney Wilson advised that the City does not have any designated shared paths that he was aware of. He commented that Mickler Boulevard and Pope Road does have bike paths. He explained that throughout the City at this point everything could be a shared use path, but it does give the City Manager the option to restrict a bike path.

Commissioner Rumrell advised that some parts of the ordinance say Segway and others say mobility devices.

City Attorney Wilson explained that that is how it is described in the Florida Statutes.

Commissioner Rumrell asked to increase the fee from \$25 to \$100 because of the time it takes for the police to be dispatched and have the bicycle impounded.

Discussion ensued regarding the fee being \$25 or \$100; making it consistent with the parking fees; the fee only applies to mobility devices; owner of the mobility devices would be fined; police agreed to \$25 fee, which is consistent with the area; police know the kids in the community; and micromobility devices is the new term.

Police Chief Hardwick advised to be consistent with the Florida Statutes, micromobility devices must be used as the language, not mobility.

The Commission agreed to change all language in the ordinance to micromobility device or devices and to change Section 19-66 (4).

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine Beach, FL, agreed with the ordinance and feels micromobility devices are unsafe.

Mayor England closed the Public Comments section and asked for Commission discussion.

Mayor England asked for a motion.

Motion: to approve Ordinance 20-01 for First Reading with the following corrections: 1) correct the page numbering; 2) insert St. Augustine Beach on page 3; and 3) that we add as appropriate micromobility in Section 19-66. **Moved by** Mayor England, **Seconded by**

Commissioner George. Motion passed unanimously.

Mayor England moved on to Item 7.

7. Ordinance 20-02, First Reading: to Adopt Changes to the Land Development Regulations (Presenter: Brian Law, Building Official)

Mayor England introduced Item 7 and asked Building Official Law for his report.

Building Official Law recapped the changes as discussed with Commission the last couple of months. He changed that the overall height by making it 12 feet total in height.

Mayor England asked City Attorney Wilson to read the title of the Ordinance.

City Attorney Wilson read the title of Ordinance 20-02.

Mayor England opened the Public Comments section. Being none, Mayor England closed the Public Comments section and Mayor England asked for a motion.

Motion: to approve for First Reading Ordinance 20-02. **Moved by** Mayor England, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor England moved on to Item 8.

8. Strategic Plan: Review of Draft (Presenter: Max Royle, City Manager)

Mayor England introduced Item 8 and asked City Manager Royle for his report.

City Manager Royle reported that the main parts of the plan are two and are to be done within five years. He explained that these are to be done without hiring staff or consultants and within staff's abilities. He commented that there are five goals and the sixth is meeting challenges. He asked for guidance on changes the Commission wants to change or delete, or comments.

Mayor England advised that meeting challenges should be Roman numeral V.

Commissioner George commented that it is a good start and asked if this was prioritized.

City Manager Royle advised no, that all the tasks would be done as they could be completed within the next five years. He explained staff would do a little bit each year.

Commissioner George advised that the sea level rise, beach restoration, competitive pay for employees, and former city hall use are large goals. She would like specific tasks for the goals. She requested visioning workshops a couple of years before the former city hall lease finishes in 2026. She would like a Visioning Committee formed. She asked staff to research sea level rise grants in Tallahassee sooner than later. She suggested the other categories have good stated tasks and suggested staying with the previous tasks for beach renourishment, but to refresh relationships with the new legislatures. She advised that work is being done by staff regarding competitive pay. She suggested outlining the tasks and deadlines.

Commissioner Samora would like to see components of what the City should look like in five years and improved parking in the City for visitors under infrastructure.

City Manager Royle explained that staff cannot do parking without increasing the budget. A lot of tasks hinge on money.

Commissioner Samora asked for better utilization of public lands, but there is a five-year plan for park improvements that is in the goals.

Commissioner George liked the Land Development Regulation to get a sense of place and create a vision for the City, such as task 1 annual review of the Land Development Regulations. She suggested a task under Task 1 to say preservation or sense of place to create a vision.

Commissioner Rumrell asked to have joint meeting with the City of St. Augustine and St. Johns County and have improved communication.

Mayor England advised that would fall under transparent communications.

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine, FL, agreed with joint meetings with St. Johns County and the City of St. Augustine at Flagler auditorium and advised that the City has no Whistle Blower policy. He commented that the Communications and Events Coordinator was under paid and should be paid back for her expenses.

Mayor England closed the Public Comments section and asked for any further Commission discussion. Being none, Mayor England directed City Manager Royle to follow up with the Commissioners' comments and place it under Commissioner Comments at another meeting.

Mayor England moved on to Item 9.

9. Police Chief and City Manager: Review of Annual Performance Evaluations by Mayor and Commissioners (Presenter: Margaret England, Mayor)

Mayor England introduced Item 9 and commented that the Charter requires the Commission to do evaluations once a year and explained that all the Commissioners have done their evaluations. She explained that there is no requirement to discuss the evaluations at length but opened the floor to the Commission for comments.

Vice Mayor Kostka told the Commission that this was the first time all the evaluations were completed since she has been here and said job well done.

Commissioner George advised that it is difficult and unfair to discuss it in public. She advised that City Manager Royle has been working on a couple of items and Police Chief Hardwick rose to the occasion to bring his department over and above standards. They both have done a good job and they deserve the written reports.

Commissioner Rumrell said he was the newest Commission member and he would let his report speak for himself.

Commissioner Samora advised that he does not envy either gentlemen who must answer to five different bosses with five different expectations. He said that we owe it to them to do this every year. He would like to discuss when the evaluations need to be done this year and every year, so the Commission knows.

Mayor England advised it is an annual review and suggested to the Commission to start the evaluations in December and finish by the end of January.

Commissioner Kostka asked whether it should be done by the fiscal year in order to give merit

increases.

Commissioner Samora advised that the merits don't affect the overall budget very much, so he didn't think that it should be done by the fiscal year.

Mayor England advised that this year get them done by the calendar year and remind the Commission in October and to have them done in December.

The Commission agreed to start the evaluation process in October and have them completed by December.

Mayor England asked to schedule a joint workshop with the Comprehensive Planning and Zoning Board in the first quarter of the year.

It was the consensus of the Commission to have a joint workshop with the Comprehensive Planning and Zoning Board in the first quarter of the year.

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine, FL, advised that the City Manager is incompetent; requested evaluations every six months and post a search for a new City Manager; suggested evaluating the City Attorney; wanted discussion of the sexual harassment case regarding the previous Building Official and how the City Manager tolerated him; and felt that the City Manager did not treat the Communications and Events Coordinator fairly either.

Mayor England closed the Public Comments section and moved on to Item IV.

VI. COMMISSIONER COMMENTS

A. Replacement of Open Position for Communications and Events Coordinator

Commissioner George explained that this position is fairly new and when the decision was made regarding this position being full-time, she didn't feel it should be a full-time position. She advised that the residents explained to her that other avenues could have been explored like contracting out the position to an employee from another agency instead of an inhouse full-time position, especially on special events. She would like to have the duties distributed out to existing employees and asked City Manager Royle for a report, which she did not receive. She received an inquiry from a contractor who would like to do the special events for the City. She advised that this should be advertised so that everyone who wants to contract the position would have a chance to do so and the City is being transparent and doing our due diligence in terms of pricing. She remarked that the pricing from the contractor was \$15,000 for all the special events instead of all the overhead of a full-time position with benefits. She commented that the only changes the Commission can do for the budget is to investigate staffing. She remarked that the City doesn't exist to keep jobs paid and full, but it exists for the residents. The events are great if they are self-sufficient or make money for the City and it is good for the businesses and the property values and quality of life for the residents. She appreciated what was written in Ms. Walker's letter, which was an advocacy piece to keep the position a stand-alone position, but the City only has 6,000 – 7,000 residents. She asked how important it is to have a position on communication when the City is only 2 ½ square miles when the City has newspapers, Facebook, television, and a website. Staff has a decent workload, but they don't seem to run around as much as I do. She asked for feedback on the

day to day activity that staff has and wants to feel comfortable that there is no space in an employee's workload not to take on extra duties of communications. She asked for a plan of duties for the Communications and Events Coordinator, unless there is no support for her perspective and then don't waste time doing it. She feels staff could meet the needs of communications.

Vice Mayor Kostka concur with Commissioner George and when this position came up, she didn't want a full-time position. She said that the Police Department has two administrative staff that do their Facebook, emails, webpage, and sponsor events. She commented that the tasks could be divided up to staff and has been a proponent of including the Visitor Convention Bureau (VCB) to help plan and sponsor Beach Blast Off. She explained that we are a City within a County and we must be conscientious about the City's budget and fiscal responsibilities.

Mayor England anticipated that there might be a comparison to what the Police Department does and explained that there are two employees who do social media and they do their own event planning with help from the VCB and the County. She explained that it is very important to get the factual information out via social media to the residents. Florida League of Cities had a lecture on social media to get the media and press releases out in a timely manner. She advised it doesn't mean that the Commission can't outsource it, but that part of what the City does to inform our residents with factual transparent information is very important. She commented that the events and management of volunteer and support could be outsourced. The level of work that has been done versus the job description made the job increase and Ms. Walker should have spoken up more. She said some of the things in the letter will be addressed in the future.

Commissioner Samora the City exists for the citizens and the good work that the Commission does for the citizens takes place in this room and there is not a citizen here. He explained that the only information conveyed to the citizens is through head blasts, social media posts, and twitter. The broadening of the part-time Events Coordinator position into full-time Communications and Events Coordinator was very important thing to do and was in the Strategic Plan to improve communications and needed to be the same. He commented if tasks are left to different staff members it would not be uniform. He explained that the City didn't have press releases prior to this position and on several occasions the local news was reading the City's press releases, which tells the City's stories to the public. He advised that the Commission underestimated the responsibilities of the job and its importance and feels dividing tasks up with other staff members who clearly have different responsibilities like Finance Director, City Clerk, etc. could take on 50 hours of additional work. He explained that the Commission needs to decide if they want a communications position or not. He commented that the same person should handle the events because it is all messaging to the citizens and the public. He explained that the Commission is not getting feedback any other way.

Commissioner Rumrell advised that he would like to echo Commissioner Samora. He expressed that Ms. Walker did an outstanding job especially for someone like himself who was new at the time. He explained that once the communication is there, going backwards would not be good and the public has benefited from the communications that have been done in the last 12 months because of Ms. Walker. She has done a radio show, television, and print for the City. He explained that the Record is not here tonight, and the Commission was

voting on our new City Attorney, which won't get out to the public. He said that there are event coordinators out there who run events and they get paid by their sponsorships. He explained that the coordinator must go over and above what the cost of the event is to make their pay. He suggested having a communications officer to keep the public informed and contract the events coordinator position out. Ms. Walker set the bar high and it would be detrimental to the City to go backwards.

Commissioner George asked if Commissioner Rumrell is proposing that the City pay for two positions.

Commissioner Rumrell advised that the City budget for a position for public information, whether part-time who comes to the Commission meetings as needed and then have the events be outsourced. He commented that he feels there is a conflict for the City asking for sponsorships for the events. He suggested the events to be City sponsored, but not run the event.

Commissioner George advised that she would be more inclined with Commissioner Rumrell's suggestion.

Commissioner Rumrell felt that a lot of the additional hours Ms. Walker spent was planning for Beach Blast Off and so he would like to put out an Request for Proposal (RFP) for an Events Coordinator who is not paid by the City, but whatever money they raise, they pay themselves out of that for the event and it would not be an expense to the residents. He explained that the Public Information Officer should be a staff member of the City.

Mayor England advised that if there is a staff member who works 30 hours on communication then benefits would have to be paid anyways, so why not have one full-time position for both. The cost of splitting it would be more.

Vice Mayor Kostka said that the Commission does not expect one staff member to do all the tasks Ms. Walker did. She explained if you split the tasks, there shouldn't be a problem. She advised that there was very poor communication outside of the City to begin with and that was why Ms. Walker set the bar so high. Now that the work has been done by Ms. Walker, it shouldn't take much to maintain. She suggested City Manager Royle write the press releases because he is so good at it. She did not believe a full-time person is needed and if staff cannot pick up these tasks maybe it's a staff development problem, so maybe additional social media training of staff is the answer. She wants to be fiscally responsible to the citizens and give factual communications, which can be done by keeping the information up to date.

Mayor England advised that the staff is loyal and responsive. She commented that she has not heard one thing that staff could take on those additional duties and normally the staff would take on anything to help. She advised that she agrees with Commissioners Samora and Rumrell that communication is necessary and does not know how to give these additional tasks to staff members because City Manager Royle is not coming to the Commission with a way to do it.

Commissioner George advised that City Manager Royle is not saying it is not possible either and it should not be ignored.

City Manager Royle advised that he has talked with staff. He explained that there are two people in the Finance Department, and one is under training and if the Finance Director gets

sick during payroll time, the payroll won't get done. There are two people in the City Clerk's Office and the City Clerk spent most of the day doing minutes of the past meetings and does Human Resources, Purchasing, Risk Management, Safety, and requests that he has. He advised that he is not going to ask the Building Department to do social media items because they have their own workload to contend with and Public Works has one Administrative Assistant. He explained that the rest of the Public Works Department is out in the field doing trash pickups, road maintenance, etc. and not sitting at a keyboard writing social media press releases. He advised that Dariana Fitzgerald, Deputy City Clerk, can help on an interim basis to keep the monthly newsletter going, which means updating all the departments sections of the newsletter. He explained that he can't write while the meeting is going on because he needs to pay attention to what the Commission is saying and the directives that the Commission wants done. He advised that he could maybe do it the next day based on his and the City Clerk's notes, but it won't be up to date like Commissioner Samora saw on Channel 4. Ms. Walker would send those to them at the conclusion of the meeting to all the news companies. Ms. Walker was trained, experienced, and a great hire and brought the bar up very high. He commented that splitting the tasks would not give a consistent, classy, polished message out from the City in a timely way. He commented that we are not a cheap, poor City. He explained that the City has \$1.3 billion in assessed real estate values, which is outstanding for 2 ½ square miles. He remarked that we are not a struggling City, or the City would not attract Embassy Suites or Marriott, or a Hampton Inn. He asked why the Commission would not want to spend the money to communicate to the citizens, which is an essential need for the City and to hire the best that the City can afford to hire for that type of work.

Commissioner George asked why the staff says the budget is so tight.

City Manager Royle advised because staff proposed the millage rate to be 2.600 and the Commission stayed at 2.3992 millage rate for the last nine years. He explained that someday the Commission will need to change the millage rate because the City will not be able to have the money for the essential needs and services that the residents request and require.

Vice Mayor Kostka advised that there are some cities that are lowering their millage.

City Manager Royle advised yes, but they are not like us with an accredited police department, and other expenses that costs money.

Mayor England respected the Commissioners thoughts, but at the same time she believes that there have been other opinions on the position. She commented that the hours involved in the position can be done better to make the position more palatable.

Commissioner George asked how effective it is to have someone sitting through a Commission meeting in order to get the press release out the same night.

Mayor England agreed and attending the Emergency Management Center (EOC) meetings when others are there from the City.

Commissioner George commented that it should be the City Manager, the Mayor, and the Chief of Police at EOC.

Mayor England advised that no positions have been added in a long time and it is critical that the City has a communications position.

Commissioner George advised that for several years it has been requested to use interns from

colleges in the area who would work for free, which is a missed opportunity. She suggested that this type of resource be utilized. She said since there is money in the budget for this position a replacement could be selected, but there needs to be more muscle around the office and utilize other resources.

City Clerk Raddatz commented that Dariana Fitzgerald was a volunteer who was utilized for over a year.

Commissioner George asked if this was an added position.

City Clerk Raddatz advised yes, I moved Peggy Cadwallader, who was part-time, to scan documents that were behind in the Building Department and made a new position of Deputy City Clerk. She explained that Dariana Fitzgerald went to school to become a Deputy City Clerk so when I leave, she would be able to fill the City Clerk position. She explained that staff is working hard to get up to date to get where the City should have been.

Vice Mayor Kostka asked to look at the job description and the problems Ms. Walker encountered. She commented that she didn't understand why she couldn't work more flex time and schedule her own time as needed.

Finance Director Douylliez advised that Ms. Walker did use flex time, but she was a member and was on the board of a couple of organizations so some of the time she was away tending to those duties. She explained that there were added tasks and thinks that we could do better for that position. She agreed that the person in that position does not need to attend every meeting of the Commission and Boards. She suggested not posting after hours or on weekends unless there is an emergency. She likes having an intern helping as a volunteer.

Mayor England explained that staff is aware of the problems in Ms. Walker's letter advised that it would be addressed. She addressed outsourcing where twice the City hired contractors to do Beach Blast Off and the contractors left right before Beach Blast Off. She requested researching the requirements for an intern. She would like to satisfy the other Commissioners concerns.

Commissioner George advised that she would like to deliver a satisfactory product and not just a sufficient one, but she had not heard of any feedback on what she requested not being possible. She advised that if the position is for communications and event coordination, then she would agree to a full-time position, instead of two part-time employees.

Police Chief Hardwick advised that it was his and City Manager Royle's call to have Ms. Walker attend the EOC meetings in order to get the City more involved; however, it is not necessary to have the employee at the EOC meetings and when the EOC is activated because the Police Department can handle the press releases. He advised that most of the volunteers that help in the Police Department are moms of fallen police officers and the Police Department has interns every semester. He asked the Commission not to take away the Police sponsored events because they are important to them and want them to be run by the Police Department. He explained that there are four employees who manage the Police Department's social media and the Police Sergeants maintain the 5K and asked to take over Veterans Day because that is personal for Commander Ashlock and me.

Commissioner Rumrell appreciated the dialogue. He worked as an intern and the position is an entry level position that interns use to get the entry level experience, they need for their

careers in order to move on to something better. He suggested that SEPAC put on Arbor Day instead of the events coordinator. He said that the Board members should be participating in the development of the events.

Mayor England advised that there was a lot of added duties to this position than what the position called for.

Police Chief Hardwick advised that there are interns at St. Johns River College as well that could use the opportunities and the high school has academy classes. He explained that high school students need their accredited hours for Bright Futures. He commented that Flagler College students get three hours of credit for being an intern at the Police Department.

Mayor England will talk to the Police Chief and City Manager on how to get some internships for the City.

It was the consensus of the Commission to have staff advertise for the position to fill the vacancy.

B. Commission Assignments

After discussion the Commissioners decided to keep their Commissioner assignments as there assigned last year.

Commissioner George advised that in June she would have to term out for Tourist Development Council and so historically the Mayor has filled that assignment.

Mayor England advised that she has some other meetings she would like to attend in the County and then she will attend in June the Tourist Development Council.

It was the consensus of the Commission to allow Commissioner George to continue until June 2020 and then Mayor England would take over the assignment.

Commissioner George advised that she would like Richard Gray's family to know that she is sending her prayers.

Vice Mayor Kostka wanted to address the removal of the dune in front of 2 12th Lane. She advised that there was a permit given by the Department of Environment Protection (DEP). She advised that Home Rule is under attack because the City has no say in what is happening in their own jurisdiction. She asked the Commission if they would agree to a letter being sent to DEP saying that the City disagrees with their actions and it was hurtful to the City after spending money on beach renourishment and planting sea oats.

Commissioner George advised that the work the Commission has been doing on the Comprehensive Plan will increase our dune protection. She explained that the Comprehensive Plan has been adopted on January 6th and Building Official Law will bring this item up to the Commission at the next meeting so this will not happen again. She explained that once the wind puts the sand back against the dune, the permit will not allow the property owner to redesign the natural movement of the sand. She commented that recently sea oats have been planted south of the specific site.

Building Official Law advised that DEP restricts the dunes and now that the flood plan has been adopted, he can ask property owners for engineering analysis that needs to state increasing in flood would not occur. He will have the Code Enforcement Officer go by every

Monday to check on the sand secretion.

Commissioner George asked if there was a determination from DEP that there were no endangered species living at that dune.

Building Official Law advised he spoke last year to Fish and Game and Beach Services about the City's concerns; however, he does not know what they discussed with one another. He spoke with Fish and Game to send a letter asking the Department of Environmental Protection to cease and desist, but he did not receive a strong enough letter to override the State of Florida. He advised that he would take the Comprehensive Plan as the guiding document on this.

Commissioner Samora asked what the height of the dune is and now what is it.

Building Official Law advised that the dune was 22-feet, but when finished it will be 16-feet above sea level. He explained that the sand had to stay on the property, so it widens the existing dune.

Commissioner Rumrell thanked the Public Works Department for installing the butt cans. He also asked if Ms. Walker would be available to do a follow-up with the Commission regarding Beach Blast Off. He heard complaints about the high cost of the vendors.

Police Chief Hardwick advised that he could speak with St. Augustine City Manager Regan to have Ms. Walker come for a follow-up of Beach Blast Off with the Commission.

The Commission agreed to have Police Chief Hardwick contact City Manager Regan.

VII. NEW BUSINESS

10. St. Augustine Port, Waterway, and Beach Commission: Request for City to Video Its Meetings (Presenter: Anthony Johns, IT Manager)

Mayor England introduced Item 10 and asked IT Manager Johns for his report.

IT Manager Johns reported that the Port, Waterway, and Beach Commission requested their meetings be filmed by the City. He explained that he recommended denial because it is hard to have enough staff to run the filming, it is a conflict of interest to use staff to aid another agency on City time, and IT staff is not usually in their office but working throughout the City on IT problems.

Commissioner George advised that she would take the recommendation of staff.

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine, FL, said that the St. Augustine Port, Waterway, and Beach Commission is not well known and is not ADA compliant. He advised that this is what Ms. Walker talked about that department heads are pushing back and recommended the Commission say yes. He commented that it has been done in the past for free for the St. Augustine Beach Civic Association.

After discussion, it was the consensus of the Commission to have IT Manager Johns and City Manager Royle respond in writing to the St. Augustine Port, Waterway, and Beach Commission that they would need to meet the management control agreement with the

Police Department and sign an agreement, they would have to be aware that staff would have to leave the meeting if there was an emergency in the Police Department, must be certified in secured space, pay for the staff time with overtime, and scheduling the St. Augustine Port, Waterway, and Beach Commission at a different time and date.

Mayor England closed the Public Comments section and then moved on to Item 11.

11. Ordinance 20-03, First Reading: to Adopt the School Board's Five-Year District Facilities Workplan (Presenter: Max Royle, City Manager)

Mayor England introduced Item 11 and asked City Manager Royle for his report.

City Manager Royle reported this is presented to the Commission each year from the school district and is required by the State of Florida.

Mayor England opened the Public Comments section. Being none, Mayor England closed the Public Comments section and asked City Attorney Wilson to read the title of the ordinance.

City Attorney Wilson read the title of Ordinance 20-03.

Mayor England asked for a motion.

Motion: to approve Ordinance 20-03. **Moved by** Commissioner George, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Mayor England moved on to Item 12.

12. 2020 Florida Legislative Session: Proposed Laws and Deciding Whether City Will Have an Official Response to Them (Presenter: Max Royle, City Manager)

Mayor England introduced Item 12 and explained that the Florida League of Cities sometimes asked the City to send a letter to the Florida legislature on bills that come before them of the City's opinions on the bills.

After discussion the Commission agreed to allow Mayor England to send letters of support or opposition to the Florida Legislation that the Florida League of Cities requests.

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine, FL, advised that the City Manager did not give the full backup for this item and suggested to have a staff member review the legislative bills and advise the Commission on upcoming bills.

Mayor England closed the Public Comments section and asked for any further Commission discussion.

Mayor England asked for a motion.

Motion: to continue with prior policy on this issue to authorize the Mayor to send letters following the Florida League of Cities' recommendations concerning the bills that are of interest to the City. **Moved by** Commissioner George, **Seconded by** Commissioner Samora. Motion passed unanimously.

13. Succession Planning for City Manager: Consideration of Proposal (Presenter: Max Royle, City Manager)

Mayor England introduced Item 13 and asked City Manager Royle for his report.

City Manager Royle reported that there are two scenarios, one temporary and one long-term. One scenario is temporary and would be if he could not come to the Commission meeting because he is ill or convalescing. The other scenario is a permanent replacement. He would appoint someone from the staff for the temporary scenario, informing the Commission of his appointment and the Commission's agreement. He commented that he has never been absent from a Commission meeting in over 30 years. He explained that a permanent replacement would be more complex. The City Management Association lists about 18 nationwide search firms that would conduct a search for a City Manager, but the Commission would have to decide what they would like them to do, such as background checks, vetting, advertising, etc. or if the Commission would like to do everything inhouse or by a Search Committee within the City. A consultant firm would cost about \$15,000 - \$25,000 and give five to six candidates. He advised that he could do a Request for Proposal so that that would be done, and it would be tailored for our City.

Discussion ensued regarding the Florida League of Cities does not do City Manager Searches the City Management Association having Range Riders if the City Manager dies, they could fill in until a replacement is received; having a Search Committee to do the vetting and the rest be inhouse; and using a consulting firm could be better for a position like the City Manager.

Commissioner Samora thanked City Manager Royle for bringing up the points in his evaluation and taking it seriously. He commented that he did a nice job laying out the scenarios and giving the Commission options.

Mayor England advised that the entity advertises first and if it becomes difficult then the entity may use other resources. She commented that St. Augustine Beach is not an unknown City and could receive a lot of qualified candidates. She suggested a Citizen Committee to vet the candidates. She suggested having the Commission think about who they would like on the Citizens Committee that would take charge of this if it happens.

Commissioner Rumrell suggested to have the Commission think about whether they would want an experienced City Manager, or a Department Head promoted into the position.

Commissioner George advised that she rather not spend the money and would like to try to find candidates first. She advised if there are only five candidates, the City may not need a Citizens Committee.

Mayor England advised that the Committee should be comprised of another City Manager, Commissioner, or for more professional input for this type of position. She suggested continuing this and think about the vetting process and whether it needs to be all in the public. She directed City Manager Royle to keep working on this item in the event he left the City.

City Manager Royle advised if this position were opened, the Commission would not have five applicants, but would probably have over hundred applicants because this City is extremely desirable place to work.

Commissioner Kostka advised that she would not like to discount a nationwide search and the consultant may slim down the candidates from the hundreds of applicants. She asked City

Manager Royle to keep doing research and was also concerned about the succession planning with Ms. Burns gone.

Commissioner Samora asked who City Manager Royle would appoint in the temporary scenario and how the Commission would know.

City Manager Royle advised that he would set it up and inform the Commission of his choice.

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine, FL, thanked the Commission for discussing this item and suggested doing a job-task analysis and qualifications and comply with the EEOC when hiring.

Mayor England closed the Public Comments section and then moved on to Item VI.

VIII. STAFF COMMENTS

Mayor England asked City Manager Royle for his staff comments.

City Manager Royle advised that he had no comments.

Public Works Director Tredik advised he will be submitting grant applications for Ocean Hammock Park and Districtwide Cost Sharing Program for the permanent weir. He explained that the bids are coming in for the 3rd Lane ditch drainage project and hopes to go to the Commission in February. He advised that the Mickler Boulevard drainage project is complete, but still has work to do on the landscaping concepts to make it more park like.

Commissioner Rumrell asked if a Commissioner could accompany Public Works Director Tredik to the Florida Legislation during session at the end of January or early February to remind our Senator Hutchison and Representative Stevenson that the City cares about the funding they promised regarding getting the share back from the state.

It was the consensus of the Commission to allow Commissioner Rumrell to go with Public Works Director Tredik to the Florida Legislature.

Mayor England thanked the Commission and staff for attending these long Commission meetings this month. She then asked City Attorney Wilson if he would like to say a few words.

City Attorney Wilson advised that it has been fun working for the City and has enjoyed the staff and the current and previous Commissions to be the most cooperative and pleasurable people to work with.

IX. ADJOURNMENT

Mayor England asked for a motion to adjourn.

Motion: to adjourn. **Moved by** Commissioner George, **Seconded by** Commissioner Samora. Motion passed unanimously.

Mayor George adjourned the meeting at 9:12 p.m.


Margaret England, Mayor

ATTEST:

Beverly Raddatz, City Clerk

MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: January 22, 2020

SUBJECT: Presentations:

- A. Interview of Dr. Jennifer Wilson for Position of Regular Member on the Sustainability and Environmental Planning Advisory Committee
- B. Presentation by Mayor Margaret England of Plaque to Mr. James L. Wilson for Four Years of Service to the City as Its City Attorney

ITEM A. INTERVIEW

Attached as pages 1-8 is Dr. Wilson's application and resume for consideration of being appointed as a regular member of SEPAC. She has been invited to your February 3rd meeting for the customary interview.

ITEM B. PLAQUE

At its April 4, 2016, meeting, the City Commission approved a contract with Hassell-Legal of Daytona Beach for legal services. Mr. Wilson of that firm was to be the City Attorney.

In October 2016, the Commission approved a contract for legal services with the Coquina Law Group of St. Augustine because Mr. Wilson had left Hassell-Legal.

At the City Commission's April 1, 2019, meeting, Mr. Wilson informed the Commission of his intention to retire. During the subsequent months, the City advertised for law firms to provide proposals. Ten initially did. The number was reduced to five after the Commission revised the specifications.

At your January 13, 2020, continuation meeting, you interviewed the five firms and selected Paul, Elkind, Branz & Kelton of DeLand to replace Mr. Wilson.

We ask that Mayor England present him with a plaque at the start of your February 3rd meeting.



**ST. AUGUSTINE BEACH CITY COMMISSION
BOARD AND COMMITTEE APPLICATION**

FOR APPOINTMENTS TO COMMITTEES NOT INVOLVED IN LAND USE

Date received by City 1/22/2020

Thank you for your expressed interest in being considered for appointment to committees, boards, commissions or advisory groups appointed by the City Commission. The Commission appreciates your willingness to serve your fellow citizens in a volunteer capacity. Please complete this application to the best of your ability. (You may attach a resume and/or additional data. Please reference attachments in the appropriate section(s).)

Name: Jennifer Wilson

Address: 141 Whispering Oaks Circle ; St Aug 32080

Phone #: 561-701-4984 E-Mail Address: wilsonj2@sacredheart.edu

How long have you been a legal resident of the City of St. Augustine Beach. 5 1/2 yrs.

I am a full-time X part-time _____ resident X

I am X am not _____ a registered voter in St. Johns County.

List all active professional licenses and certifications: Licensed Clinical Social Worker (LCSW)

Educational background: PhD in Social Welfare ; Master of Social Work ; Bachelor of Social Work

Past work experience: University faculty, therapist, Clinical Social Service nonprofits, Director

Please list any civic clubs, professional organizations or public interest groups of which you are a member or in which you have been active: (attach additional sheet, if necessary)

1. National Assoc of Social Workers
2. Farm Sanctuary
3. Council on Social Work Education
4. _____

Please indicate by preference, all City boards, committees of councils in which you have an interest:

1. Beautification Advisory Committee
2. Other

☐
☒ SEPAC

I am available for meetings

- a. During the day only
- b. Evening only
- c. Anytime

☐
☐
☒

List three (3) personal or professional references:

1. Bronwyn Cross-Denny, PhD, LCSW (203) 979-0242
2. Lauren Giles (904) 669-0017
3. Genesa Eavenson (904) 806-5478

You may use this space for a brief biographical profile or to list certain skills you possess that may be relevant to the appointment you are seeking. (Indicate below if you are attaching a resume.)

CV Attached.

NOTE: All information provided will become a matter of public record and will be open to the public. If you require special accommodations because of a disability to participate in the application/selection process, you must notify the City Commission in advance. This application will be kept on file for one (1) year, at which time you must notify the City Commission of your intent to remain an active applicant and update your application accordingly or it will be removed from the active file.

I hereby authorize the City of St. Augustine Beach or its representatives to verify all information provided and I further authorize the release of any information by those in possession of such information which may be requested by the City. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that a volunteer position provides for no compensation except that as may

be provided by Florida Statutes or other enabling legislation.


Signature

12/20

Date

Please return completed application to:

The City of St. Augustine Beach
2200 A1A South
St. Augustine Beach, FL 32080
Phone: (904) 471-2122 Fax: (904) 471-4108

Thank you for your interest!

- MSW courses: Social Work with Groups, Human Behavior in the Social Env (HBSE), Program Evaluation
- Field Liaison for up to 20 students in foundation and advanced internship placements

Contributing Faculty

2014-present

Walden University, College of Social and Behavioral Sciences – Online MSW, DSW, PhD

- Online, fully asynchronous CSWE-accredited MSW program on Blackboard
- MSW courses: HBSE I and II, Social Policy, Welfare and Change, SW Practice Research, Child & Adolescent Counseling; Lead faculty responsibilities for multiple courses
- DSW courses: Social Work Supervision, Preparing for Dissertation
- Committee: Lead Faculty Community, PhD Committee Member

Part-time Faculty

2014-2016

Capella University, School of Public Service Leadership – Online MSW and DSW

- Dissertation mentor and Committee Member for Doctorate of Social Work (DSW) students
- Fully asynchronous DSW program in Blackboard
- DSW Course: Leadership in Social Work
- Hybrid MSW program, asynchronous in Blackboard and live sessions in Adobe Room
- MSW Course: Human Behavior in the Social Environment

Visiting Professor

2010-2012

Florida Atlantic University School of Social Work, Boca Raton, FL

- MSW Courses: Social Work and Social Problems, SW Practice I, Interventions with Children and Adolescents
- BSW Courses: HBSE I, HBSE III Macro Practice
- Faculty Committees: Doctoral Program Development, Service Learning Projects

Assistant Professor

2008-2010

California Polytechnic State University, Social Sciences Department, San Luis Obispo, CA

- Undergraduate Courses: Social Problems, Intro to Social Work, Social Work Methods, Intro to Sociology, Comparative Societies, Sociology of the Family
- Committees: Faculty Learning Community, Social Sciences Program Development, Interdisciplinary Research Team

Visiting Professor and Title IV-E Program Coordinator

2004-2008

Florida International University School of Social Work, Miami, FL

- Program Coordinator for state-wide Title IV-E Child Welfare Education Program
- Field instruction, curriculum development, internship development and management, student/alumni outcome tracking, post-graduation employment support
- MSW Courses: Child Welfare Policy and Practice I and II, Interventions with Children and Adolescents, Family Therapy, HBSE II, Trauma and Interpersonal Violence, Trauma and Crisis

- BSW Program: Child Welfare Policy and Practice I and II
- Committees: Doctoral Program Committee, Community-based Advocacy Committee, Miami-Dade Training Collaborative, University-Agency Collaborative Committee

COMMUNITY-BASED AND CLINICAL POSITIONS

Founder

2014-present

Conscious Practice Consulting, www.consciouspracticeconsulting.com

- Small nonprofit consulting practice, offering mostly pro bono work
- Trainings for nonprofit staff in self care, trauma informed care, best practice interventions
- Clients include: Americorps, community-based mental health, nonprofit adoption agencies
- Clinical services: Supervision for LCSW licensure, individual therapy, adoption home studies

Grant Writer

2014-2017

River Region Human Services, Jacksonville, FL

- Researched, developed, wrote and submitted grant applications for the CDC, SAMHSA, City of Jacksonville, HUD programs; primarily related to HIV prevention, homelessness, and treatment for dual diagnosis
- Lead writer for SAMHSA-funded youth HIV prevention grant approved for \$1.5 million

Director of Clinical Services

2010-2014

Vita Nova, West Palm Beach, FL

- Clinical Director of all clinical services to former foster youth (ages 18-25) and homeless youth served within the county
- Oversight of transitional housing program and outreach programs
- Supervision of multiple staff members, staff training (Trauma Informed Care, CBT, assessment and treatment planning), treatment team, and clinical supervision
- Developed BSW and MSW Internship Program, served as Field Instructor
- Grant writing, management and reporting for public and foundation funding

Trainer and Subject Matter Expert

2006-2015

Children's Services Council of Broward, Florida

- Developed and conducted trainings for practitioners, teachers, community members
- Assisted in development of online training modules
- Trainings: Family Engagement, Best Practices in Child Sexual Abuse, Teenage Dating Violence, Working with Defiant Youth, Self Care in the Helping Professions, Developmental Consequences of Child Maltreatment

Therapist and Clinical Evaluator

2002-2008

Chrysalis Center, Ft. Lauderdale, FL

- Outpatient therapy for children, adolescents and families with a primary focus on child sexual abuse, children with sexual behavior problems and juvenile sexual offense
- Psychosocial, psychosexual and sexual abuse evaluations

Therapist 2003-2008

Oakbrook Counseling Center, Ft. Lauderdale, FL

- Group and individual therapy for court-mandated adult sex offenders

Social Worker 1999-2002

The Children's Place, West Palm Beach, FL

- Casework, case management, crisis intervention, and group work with children in foster care and their families.
- Supervised family visits, court reports and testimony, service coordination

Program Coordinator 1996-1999

Homeward Bound of Marin, San Rafael, CA

- Coordinated all services for a 10-family homeless shelter
- Conducted all intakes, facilitated service linkages, managed program budget

SCHOLARSHIP (please note, my maiden name is Jennifer Becker)

Wilson, J. and Thomlison, B. (2018). Assessment and treatment of child sexual abuse: A forensic social work perspective. In D. Springer (Ed.). *Social work in Juvenile and Criminal Justice Systems*. Chicago, IL: Charles C. Thomas, Publisher.

Becker, J. (2010). Jacques family: A case study. In B. Thomlison . *Family assessment handbook: An introductory practice guide to family assessment and intervention* (3rd ed.). Pacific Grove , CA : Brooks/Cole Wadsworth.

Becker, J. & Thomlison, B. (2010). Brief Case Studies. In B. Thomlison . *Family assessment handbook: An introductory practice guide to family assessment and intervention* (3rd ed.). Pacific Grove , CA : Brooks/Cole Wadsworth.

Levenson, J.S., Becker, J., & Morin, J. W. (2008). The relationship between victim age and gender crossover among sex offenders. *Sexual Abuse: Journal of Research and Treatment*.

Thomlison, B., Jacobs, R. J., & Becker, J. (2008). Identifying evidence-based practice for co-occurring conditions. In B. Thomlison and K. Corcoran (Eds.). *Evidence-based practice: A student manual for criminal justice and social work internships*. New York: NY: Oxford University Press.

Becker, J. & Thomlison, B. (2006). Assessment and treatment of child sexual abuse: A forensic social work perspective. In A. R. Roberts & D. Springer (Eds.). *Forensic social work in juvenile and criminal justice: Assessment, treatment, and research*. Chicago, IL: Charles C. Thomas, Publisher.

Becker, J. (2006). Jacques family: A case study. In B. Thomlison (Ed.). *Family assessment handbook: An introductory practice guide to family assessment and intervention* (2nd ed.). Pacific Grove, CA: Brooks/Cole Wadsworth.

Papers Presented at Refereed Conferences

LoBasso, L., Wilson, J & Schrementi, L. (2019). Test what you know about Quality Online Instruction. Presented at *Online Learning Consortium Conference*, Orlando, FL.

Wilson, J. & Ostrander, J. (2019). Developing professional identity behind a screen: Professional Socialization of online social work students. Presented at *Social Work Distance Education Conference*, Worden School of Social Services, Our Lady of the Lake University, San Antonio, TX.

Becker, J. (2009). Sexual abuse during early childhood: Characteristics, outcomes and implications for child protection. Presented at *One Child, Many Hands. A Multidisciplinary Conference on Child Welfare*, The Field Center for Policy, Research, and Practice, University of Pennsylvania, Philadelphia, PA.

Thomlison, B., & Becker, J. (2009). A practical primer for accessing best practices in child welfare. Presented at *One Child, Many Hands. A Multidisciplinary Conference on Child Welfare*, The Field Center for Policy, Research, and Practice, University of Pennsylvania, Philadelphia, PA.

Thomlison, B., & Becker, J. (2007). *Operationalizing evidence-based practices in a child welfare class with an agency partnership*. Poster session presented at the Annual Program Meeting of the Council on Social Work Education, San Francisco, CA.


Becker, J., & Thomlison, B. (2007). Best practices in responding to allegations of child sexual abuse. In B. Thomlison (Chair). *Evidence-informed practice for health and behavior problems in high risk populations*. Symposium conducted at the meeting of the Sixth Annual Conference for Improving Health Care Quality through Research, Florida International University College of Nursing and Health Sciences, Miami, FL.

Becker, J., Thomlison, B. & Jacobs, R.J. (2005). *Applying a systematic protocol for appraising and integrating evidence-based studies and practice-based Research*. Presented at 2nd Annual International Conference on Social Science Research, Orlando, FL.

Thomlison, B. & Becker, J. (2005). *Evidence-based interventions for child maltreatment*. Presented at the 2nd Annual Conference at Kristi House Miami, Florida.

MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: January 9, 2020 ✓

SUBJECT: Allowing Chickens by Exception: Appeal of Decision by the Comprehensive Planning and Zoning Board to Allow by Exception to Section 3.02.03.4.1 of the Land Development Regulations the Keeping of Chickens at 313 A Street (Lot 14, Block 49, Coquina Gables Subdivision, Ms. Pamela Holcombe, Appellate)

BACKGROUND

Section 3.02.03 of the Land Development Regulations lists prohibited land uses in the City. Subsection A.1 states that the following is prohibited:

"Keeping, breeding, or raising of bees, insects, reptiles, pigs, horses, cattle, goats, hogs, or poultry."

In October 2019, Ms. Jennifer Grace Wildasin of 313 A Street applied to the Comprehensive Planning and Zoning Board for a variance to Section 3.02.03.A.1. Her reason for the application was so that her son could have chickens for emotional support and well-being.

The Planning Board reviewed the application at its November 19, 2019, meeting and by a 7-0 vote decided the following:

- To deny the variance but to approve the request to have the chickens "based on the unique circumstances set forth by the applicant..." (from the minutes of the meeting) The Board also approved the variance application fee (\$407.50) being refunded to Ms. Wildasin.

In December, within the 30 day-period allowed for an appeal, Ms. Pamela Holcombe of 312 A Street appealed the Board's decision to the City Commission. In her notice, she listed the grounds for the appeal:

1. Lack of procedural due process.
2. Failure to apply the correct legal standard to the application.
3. Ms. Wildasin didn't request an accommodation for "equal" use of a dwelling under the federal or state Fair Housing Acts.
4. Ms. Wildasin sought a preferential use denied to non-handicapped individuals.

ATTACHMENTS

Attached for your review is the following information:

- a. Pages D-E, Section 10.02.03 of the Land Development Regulations concerning the limitations on the granting of variances.
- b. Pages 1-26, Ms. Wildasin's application to the Planning Board for the variance.
- c. Pages 27-41, the minutes of the Planning Board's November 19th meeting when it reviewed the application and voted to approve the exception and deny the variance. The minutes of that part of the Board's meeting when the application was presented and discussed are shown on pages 28-33.
- d. Pages 42-56, Ms. Holcombe's appeal of the Board's decision.

ISSUES

There are two: First, the Land Development Regulations don't have any provisions for approving an exception to any of its regulations. A variance is approved or denied in accordance with the standards listed in Section 10.02.03 of the Regulations (pages D and E attached). This states the limitations on the granting of a variance. Section 10.02.03.B lists the seven conditions, which state the justification as to whether a variance is to be granted or denied.

Second, nowhere in the regulations is there a provision for refunding an application fee for a variance.

CONDITIONS GOVERNING APPEALS

Section 12.06.04 of the Land Development Regulations states the requirements when an appeal of a Planning Board decision is made to the City Commission:

“When a decision is appealed to the city commission, the commission shall conduct the hearing in compliance with the following procedures as supplemented where necessary:

A. *Scope of review.*

- 1. The city commission's review shall be limited to the record and applicable law.
 - 2. The commission shall have the authority to review questions of law only, including interpretations of this Code, and any constitution, ordinance, statute, law, or other rule or regulation of binding legal force. For this purpose, an allegation that a decision of the decision-maker is not supported by competent substantial evidence in the record as a whole is deemed to be a question of law. The commission may not reweigh the evidence but must decide only whether any reasonable construction of the evidence supports the decision under review.
- B. The city commission shall find whether in its opinion error was made, and within the terms of this Code affirm, reverse or modify the decision appealed as it deems just and equitable.

- C. Appeals from the decision of the city commission shall be appealed to the circuit court."

Please note concerning the above conditions:

- Your review is to be limited to the record and applicable law, meaning your review is to be limited to Ms. Wildasin's application, the minutes of that part of the Planning Board's November 19th meeting when it denied the variance but granted the exception and whatever law or laws apply to the approval of the exception.
- Your review is also limited to questions of law and interpretations of the Land Development Regulations.
- You are not to reweigh the evidence but are to "decide only whether any reasonable construction of the evidence" supports the Planning Board's decision.
- You are to find whether the Board made an error and whether to support (affirm), reverse (deny), or modify the Board's decision.

SUGGESTED PROCEDURE FOR THE HEARING

It is the following:

1. Have Mr. Law make an initial presentation as to what occurred at the Planning Board's November 19th meeting and why the Building Department advised Ms. Wildasin to apply for a variance.
2. Have the City Attorney explain the process for the appeal hearing, i.e., what you are being asked to do, what the Land Development Regulations prescribes you do when you hear an appeal, and to answer any questions you may have concerning the process.
3. Ms. Holcombe presents her appeal.
4. Ms. Wildasin presents the request she made to the Planning Board for a variance.
5. Public comment
6. Commission discussion and decision

ACTIONS REQUESTED

There are two:

First, that you decide whether to affirm, reverse, or modify the Planning Board's decision to grant an exception.

Second, whether the \$407.50 is to be refunded to Ms. Wildasin, as the Planning Board voted be done.

received, the board shall make the required findings based on the cumulative effect of granting the variance to all who may apply.

B. Required considerations for the granting of a variance. The comprehensive planning and zoning board is authorized to grant a variance arising out of the dimensional, topographical, physical, and environmental conditions of the specific property for which the variance is sought, taking into account whether such conditions constitute a hardship precluding the reasonable use of the property. No variance shall be granted which is in violation of the comprehensive plan of the city. In making the determination, the board shall consider the factors enumerated below. The presence of a single factor shall not warrant either the granting or denial of the application. Instead the board shall weigh each factor as to whether the public health, safety and welfare warrant the granting or denial of the application. The burden of demonstrating factually that the granting of the application is warranted is on the applicant:

1. The nature of the hardship, whether it is as a result of an inability to make reasonable economic use of the property consistent with the provisions of these land development regulations, circumstances in common with other property owners, or personal to the applicant, it being the intent of this provision that an inability to make reasonable economic use of the property acts in favor of the granting of the variance and personal hardship and hardship in common with others act against the granting of the variance.
2. The precedential effect of the variance, it being the intent of this provision that the prior granting of similar variances to persons similarly situated shall act in favor of the granting of the variance and the prior denial of similar variances shall act against to the granting of the variance.
3. Whether the granting of the variance will create a precedent. The creation of a precedent shall act against the granting of the variance.
4. Whether the hardship is self-created; that is, whether the applicant acquired the

Sec. 10.02.03. Limitations on granting variances.

A. Initial determination. The comprehensive planning and zoning board shall first determine whether the need for the proposed variance arises out of the physical surroundings, shape, topographical condition, or other physical or environmental conditions that are unique to the specific property involved. If so, the board shall make the following required findings based on the granting of the variance for that site alone. If, however, the condition is common to numerous sites so that requests for similar variances are likely to be

property following the adoption of the regulation from which the variance is sought or the hardship is as a result of construction or other activities undertaken by the applicant following the adoption of such regulation. Acquisition of the property following the adoption of the regulation shall act against the granting of the variance. Acquisition preceding the adoption of the regulation shall act in favor of the granting of the acquisition.

5. Whether the variance requested is the minimum variance that will permit the reasonable economic use of the property.
6. The effect of the variance on neighboring properties. The absence of an effect on neighboring properties will act in favor of the granting of the application. An adverse impact upon neighboring properties or the immediate neighborhood will act against the granting of the application.
7. Increases in congestion on surrounding streets, increases in the danger of fire or flooding will act against the granting of the application.

C. Conditions and limitations.

1. Except as provided in paragraph C.2., variances shall be nontransferable and granted to the applicant only, and variances shall be commenced within one (1) year from the effective date of the final order granting same.
2. The zoning board may attach the following conditions to any variance:
 - a. The variance is transferable and runs with the land when the facts involved warrant same or where construction or land development is included as part of the variance.
 - b. The time within which the variance commences may be extended for a period of time longer than one (1) year. Failure to exercise a variance by commencement of the use or action approved thereby within one (1) year, or such longer time as approved by the board, renders the

variance invalid, and all rights granted thereunder shall terminate. Transfer of the property by the applicant, unless the variance runs with the land, terminates the variance.

- c. Any other conditions and safeguards it deems necessary or reasonable.
3. The violation of any condition when made a part of the terms under which a variance is granted shall be deemed a violation of this Code.
4. Whenever the zoning board has denied an application for a variance, no further application shall be filed for the same variance on any part or all of the same property for a period one (1) year from the date of such action. If two (2) or more applications for the same variance on any part or all of the same property have been denied, no further application shall be filed for the same variance on any part or all of the same property for a period of two (2) years from the date of such action denying the last application filed.
5. The time limits in paragraph 4. may be waived by the affirmative votes of a majority of a quorum of the zoning board when such action is considered necessary to prevent injustice or to facilitate the proper development of the city.

City of St. Augustine Beach Building and Zoning Department

2200 A1A SOUTH ST. AUGUSTINE BEACH, FLORIDA 32080

WWW.STAUGBCH.COM

BLDG. & ZONING (904) 471-8758 FAX (904) 471-4470

To: Comprehensive Planning & Zoning Board
From: Bonnie Miller, Executive Assistant
CC: Brian Law, Building Official
Date: 11-6-2019
Re: Variance File No. VAR 2019-16

Variance 2019-16 is for a variance to Section 3.02.03.A.1, Prohibited uses, of the City's Land Development Regulations, to allow the keeping of chickens in a backyard chicken coop at 313 A Street.

Section 3.02.03. Prohibited uses.

A. In addition to the uses prohibited under Section 3.02.02 and Table 3.02.02, and other provisions of this Code, the following uses are prohibited:

1. Keeping, breeding, or raising of bees, insects, reptiles, pigs, horses, cattle, goats, hogs or poultry.

The property owner of 313 A Street, Jennifer Grace Wildasin, requests a variance to allow her to keep approximately eight (8) chickens as emotional support animals for her 9-year-son. Documentation is included with the variance application verifying the child's medical condition and learning difficulties. A letter from a doctor with Ascension Medical Group, St. Vincents Primary Care in Jacksonville, who saw the applicant as his patient on October 16, 2019, states the chickens serve as emotional support animals because they help him focus, care and nurture, and that the chickens are important for the child's emotional well-being. The Building and Zoning Department has no objections to the requested variance to allow the applicant to keep the chickens she has in the existing chicken coop in her back yard.

Sincerely,

Bonnie Miller

Bonnie Miller
Executive Assistant
Building and Zoning Department

City of St. Augustine Beach Building and Zoning Department
Variance Application

2200 A1A SOUTH ST. AUGUSTINE BEACH, FLORIDA 32080
WWW.STAUGBEACH.COM BLDG. & ZONING (904) 471-8758 FAX (904) 471-4470

1. Legal description of the parcel for which the variance is being sought:

Lot(s) 14 Block(s) 49 Subdivision 3-30 COQUINA GABLES

Street Address 313 A ST. St Augustine, FL 32080

2. Location (N, S, W, E): — Side of (Street Name): A ST.

3. Is the property seaward of the Coastal Construction Control Line (CCCL)? Yes ☐ No ☒ (Circle one)

4. Real estate parcel identification number: 1713800000

5. Name and address of owner(s) as shown in St. Johns County Public Records:

Jennifer Wildasin

6. Current land use classification: Single Family Residence

7. Land use variance being sought: Prohibited uses / Keeping (8) children

8. Section of land use code from which the variance is being sought: 3.02.03 A1

9. Reasons for which the variance is being sought: SUPPORT ANIMALS on property

For 9 year old Son who has been diagnosed with the

following: • ATTENTION DEFICIT HYPERACTIVITY DISORDER

• MILD NEUROCOGNITIVE DISORDER DUE TO TBI • FRONTAL LOBE FUNCTIONS

• DYSLLEXIA • SPECIFIC LEARNING DISORDER, READING & MATH

10. Supporting data which should be considered by the Board: 9 year old son has severe

DYSLLEXIA, Son WAS SEVERELY BEATEN AT 3 mos old age
by Biological Father.

****All agents must have notarized written authorization from the property owner(s)****

****Variances shall be recorded prior to issuance of the building/development permit****

**** Please note that if you are a resident within a development or subdivision that has covenants and restrictions, be aware that approval of this application by the Comprehensive Planning and Zoning Board does not constitute approval for variation from the covenants and restrictions.****

Date: October 21, 2019

Variance File #: VAR 2019-16

Applicant's name: Jennifer Grace Wildasin

Applicant's address: 313 A Street, St. Augustine Beach, FL.
32080

For land use variance at: Same as above

Charges

Application Fee: \$400.00 Date Paid: 10-21-2019

Legal Notice Sign: \$7.50 Date Paid: 10-21-2019

Received by: BM

Date: 10-21-2019

Invoice # I200132

Check # 271

- 3) Was the property acquired after parts of the current Land Development Regulations (which are relevant to the requested variance) were adopted? Please explain factually.

N/A

- 4) Explain how the variance requested is the minimum variance that will make possible the reasonable use of the land, building or structure.

My Son Cole uses these ANIMALS AS Support For HIS DISABILITIES - SINCE THE START OF THIS Farming Experience, Cole HAS taken Extreme Responsibility with the ANIMALS - See Supporting Documentation

- 5) Explain how the granting of a variance will not alter the character of the neighborhood, diminish property values, or impair the appropriate use or development of adjacent properties.

WE ARE keeping A Small Amount & keep it clean & tidy, this should NOT effect any of the AFOREMENTIONED.

- 6) If the variance were approved, what would be the effects on traffic congestion in nearby streets, danger of fire, and on-site or off-site flooding?

N/A



St. Johns County, FL

Tax Bill

[My Tax Bill](#)

Estimate Taxes

[Tax Estimator](#)

2019 TRIM Notice

[2019 TRIM Notice](#)

2018 TRIM Notice

[2018 TRIM Notice](#)

Summary

Parcel ID	1713800000
Location Address	313 A ST SAINT AUGUSTINE 32080-0000
Neighborhood	Coquina Gables (717)
Tax Description*	3-30 COQUINA GABLES LOT 14 BLK 49 OR4757/1016 *The Description above is not to be used on legal documents.
Property Use Code	Single Family (0100)
Subdivision	Coquina Gables Subdivision No 1
Sec/Twp/Rng	3-8-30
District	City of St Augustine Beach (District 551)
Millage Rate	17.0863
Acreage	0.110
Homestead	N

Owner Information

Owner Name	Wildasin Jennifer Grace 100%
Mailing Address	313 A STREET SAINT AUGUSTINE, FL 32080-0000

Map



**THIS DOCUMENT IS
NOT RECORDABLE**

Prepared by and return to:

Amy Marie Vo, Esq.
St. Johns Law Group
104 Sea Grove Main Street
St. Augustine, FL 32080
(904) 495-0400
File Number: 19-0576

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of July, 2019 by and between CWTR Homes, LLC, a Florida Limited Liability Company, whose post office address is 652 Casa Fuerta Lane, St. Augustine, FL 32080, grantor, and Jennifer Grace Wildasin, an unmarried woman, whose post office address is 313 A Street, St. Augustine, FL 32080, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida to-wit:

Lot 14, Block 49, Coquina Gables Subdivision No 1., according to the map or plat thereof, as recorded in Map Book 3, Page 30, of the Public Records of St. Johns County, Florida.

Parcel Identification Number: 171380-0000

Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


To Have and to Hold, the same in fee simple forever.

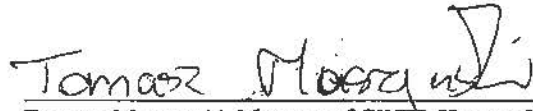
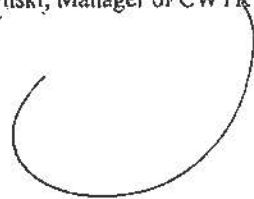
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2018**.

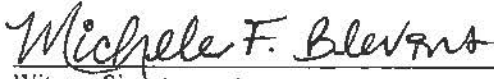
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

**THIS DOCUMENT IS
NOT RECORDABLE**

Signed, sealed and delivered in the presence of:

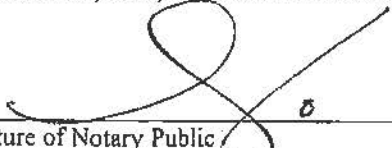

Witness Signature
Print Name: Amy Marie Vo


Tomasz Muszynski, Manager of CWTR Homes, LLC



Witness Signature
Print Name: Michele F. Blevins

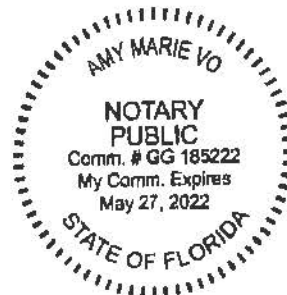
STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 8 day of July, 2019 by Tomasz Muszynski Manager of CWTR Homes, LLC, a Florida Limited Liability Company, on behalf of the Limited Liability Company.


Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: ☒ OR Produced Identification: _____

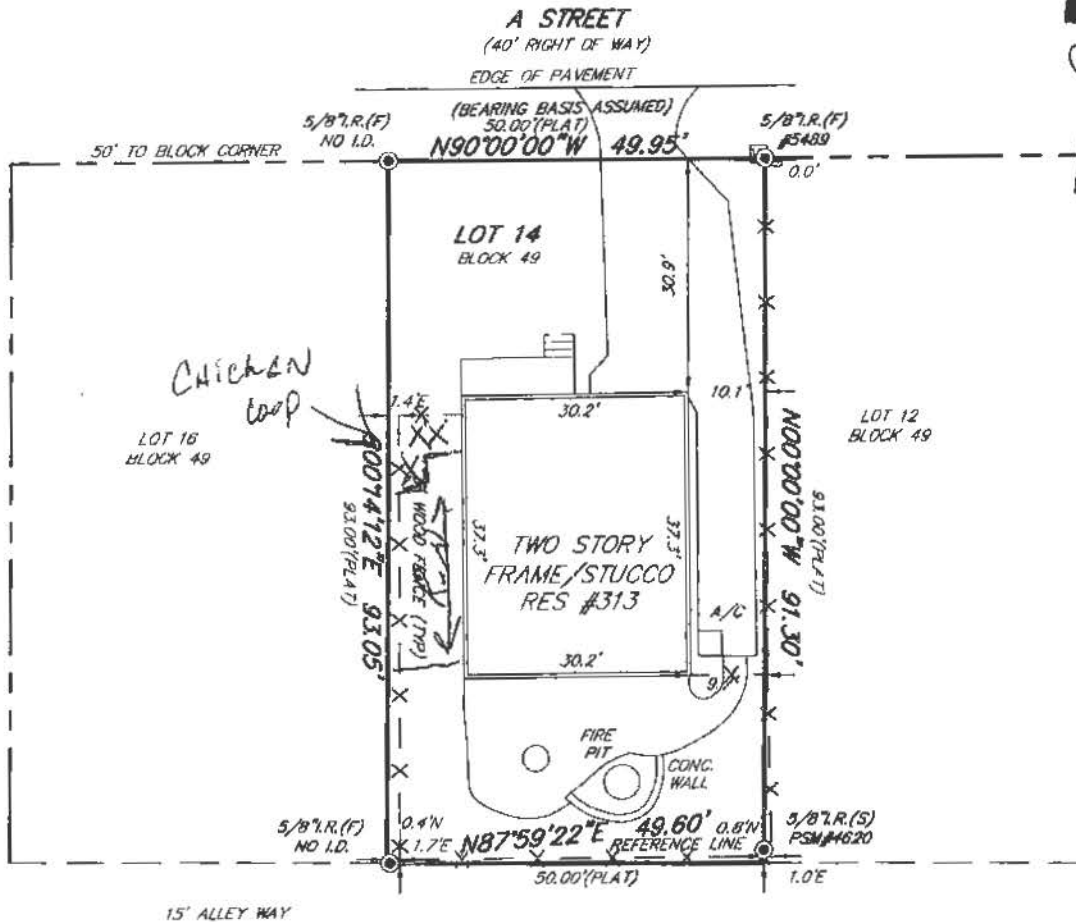
Type of Identification Produced: _____



MAP SHOWING SURVEY OF

LOT 14, BLOCK 49, CORUINA GABLES SUBDIVISION, ACCORDING TO THE MAP ON PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 30, OF THE PUBLIC RECORDS OF ST. JOHN'S COUNTY, FLORIDA.

CERTIFIED TO:
JENNIFER GRACE WILDASH
AMERIS BANK
ST. JOHN'S LAW GROUP
FIDELITY NATIONAL TITLE INSURANCE COMPANY



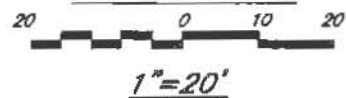
AREA = 0.11 ± ACRES
OR 4,650 ± sq. ft.

LEGEND

A/C - AIR CONDITIONER PAD
ID. - IDENTIFICATION
N.A.V.D. - NORTH AMERICAN VERTICAL DATUM
sq. ft. - SQUARE FEET
I.P.(F) - IRON PIPE FOUND
I.R.(F) - IRON ROD FOUND
I.R.(S) - 5/8" IRON ROD SET (PSM#4620)

RES. - RESIDENCE
C/L - CENTERLINE
± - DENOTES NOT TO SCALE
W - WATER METER
X - EXPOSED CONCRETE
C - COVERED AREA
W - WELL

GRAPHIC SCALE



THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE PARTIES LISTED ABOVE AND ONLY FOR THIS PARTICULAR TRANSACTION. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. USE OF THIS SURVEY IN ANY SUBSEQUENT TRANSACTION IS NOT AUTHORIZED. THE SURVEYOR EXPRESSLY DISCLAIMS ANY CERTIFICATION TO ANY PARTIES IN FUTURE TRANSACTIONS. NO PERSON OTHER THAN THOSE LISTED SHOULD RELY UPON THIS SURVEY.

GENERAL NOTES:

- Encroachments as shown hereon are only those above ground, visible objects observed by the surveyor.
- No underground structures, utilities or foundations were located or determined by this survey.
- This survey does not reflect or determine ownership.
- This survey made without benefit of an abstract of title. Its right-of-way or easements of record were furnished to this firm except as shown.
- All distances, bearings or angles are as field measured. Used or plot measurements are noted if different.
- The certification of this survey is a professional opinion based on the existing field and documentary evidence available at the time this survey was prepared.
- This office has not abstracted this parcel of land for any recorded claims of title easements or restrictions. This surveyor shall not be held liable for the existence of any such claims.
- The specific rights implied by this survey are not transferable.
- The measurements for this survey were made in accordance with the United States Standards.
- For building setbacks call the appropriate county codes enforcement office.
- Use of this survey for purposes other than that which it was intended, without written verification, will be at the user's sole risk and without liability to the surveyor.
- Nothing herein shall be intended to give any rights or benefits to anyone other than those the survey was prepared for.
- All disputes here under shall be resolved by binding arbitration in accordance with rules set forth by the American Arbitration Association.
- This survey is certified to the field date.
- This surveyor's liability shall not exceed the fee as stated by this surveyor.

NOTES:

- According to the Federal Emergency Management Agency FIRM Map No. 125146-0382J effective date: 12/07/2018, the properly described herein appears to lie in Zone X.
- Basis of bearing structure: BEARING BASIS ASSUMED
- Basis of elevations: N.A.V.D. 88

SOL NO	LAST FIELD DATE	SCALE	F.B./PAGE	CHK BY	DWG BY
19-0713	07/01/2019	1" = 20'	748/32	N.H.F.	R.J.B.

TYPE: BOUNDARY

©

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NICHOLAS H. FRANKLIN
6170 A1A SOUTH #316
ST. AUGUSTINE, FLORIDA 32086
(904) 471-6877 FAX (904) 471-6878

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited without the written consent of the signing party.

Nicholas H. Franklin

NICHOLAS H. FRANKLIN, P.L.S. #4820
FOR LANDTECH AND ASSOCIATES

Neurology Division - Neuropsychology Clinic
807 Children's Way
Jacksonville, FL 32207

Phone: (904) 697-3600
Fax: (904) 697-3543

CONFIDENTIAL

**THIS REPORT IS NOT TO BE RELEASED WITHOUT THE EXPRESSED
WRITTEN CONSENT OF THE PATIENT OR GUARDIAN**

Name:	Cole Wildasin	Date of Evaluation:	5/31/2019
Date of Birth:	6/11/2010	Date of Feedback:	6/17/2019
Age:	8 years, 11 month(s)	MRN:	31753283
School:	To be determined	Grade:	Rising 3rd

REASON FOR REFERRAL: Cole Wildasin is an 8-year-old male with a history of shaken baby syndrome at 3 months of age, which resulted in significant brain damage. He is currently experiencing significant learning difficulties in the school setting. This referral was requested by his family. An evaluation was requested to further assess all neurocognitive sequelae associated with his brain injury and assist with his educational planning.

EARLY DEVELOPMENTAL HISTORY: Cole was adopted at approximately 3 months of age following an incident of shaken baby syndrome that left him with significant brain damage. His early developmental history prior to this time is unknown. He suffered from significant bilateral acute and chronic subdural hemorrhage, as well as occipital skull fracture. He did develop seizures as a result of this brain injury, which appeared to have resolved over time. He also had 7 fractures throughout his body. He had to remain hospitalized for several weeks. He is currently in good health. He is not taking any medications at this time. His hearing is within normal limits. He does wear prescription glasses for his vision. Given his significant brain injury, there were some mild delays in his early developmental milestones. However, he received early physical, speech and occupational therapy, which aided his development.

EDUCATIONAL HISTORY: Cole does have a history of significant learning difficulties. He has had an individual education plan (IEP) under the classification of traumatic brain injury since first enrolling in school. Cole used to have a 1-on-1 assistant when he attended school in Philadelphia. This service has not been available since relocating to Florida 2 years ago. He has received ongoing language therapy, physical therapy and occupational therapy since early infancy. He attended the 1st grade at Hartley Elementary School in Jacksonville. His mother then transferred him to a private school, Veritas Classical, for the 2nd grade. He is repeating the 2nd grade school year this year. His academic skills remain significantly behind grade and age level. His mother is unsure whether his current private school is an appropriate academic fit given Cole's learning needs. Cole does receive private tutoring twice a week, as well as private speech therapy at least 1-2 times a week. Nonetheless, despite all these extra support services he is still struggling to pass his classes at school. He did undergo a speech and language evaluation through the school district on 10/19/2018. He was administered the Test of Language Development, Primary, 3rd Edition. His results were as follows: Spoken Language Composite = 76; Listening Composite = 82; Organizing Composite = 76; Speaking Composite = 79; Semantics Composite = 83, and; Syntax Composite = 72. These findings were indicative of below average language skills.

FAMILY HISTORY: Cole lives with his mother. He has been in his mother's care since 3 months of age. He is an only child. The family relocated from Philadelphia to Florida approximately 2 years ago. Little information is known regarding his biological family history.

PSYCHOSOCIAL HISTORY: No significant behavioral problems were reported. However, Cole has developed some avoidance behaviors at school. He does tend to give up easily as much of the classwork he is expected to complete is far above his skill level. This has negatively impacted his self-esteem. He does have some difficulty staying focused and paying attention. He needs more one-on-one assistance and supervision to carry out his routines.

TESTS & PROCEDURES 5/31/2019:

Behavior Observations

Review of Available Records

Wechsler Intelligence Scale for Children, 5th Ed. (WISC-5)

Woodcock-Johnson Tests of Academic Achievement, 4th Ed. (WJ-4)

Comprehensive Test of Phonological Processing, 2nd Ed. (CTOPP-2)

Beery Visual Motor Integration Test (VMI-6)

WRAVMA Wide Range Assessment of Visual Motor Abilities

NEPSY-II (Auditory Attention and Response set)

Jordan Left/Right Reversal Test.

Wide Range Assessment of Memory and Learning, 2nd Ed.

Behavior Assessment System for Children, parent, teacher forms

BEHAVIOR DURING TESTING: Cole is a right handed 8 year 11 month old male. He wore his regular prescription glasses. He entered into formal testing willingly, although he appeared depressed and despondent during initial testing with academic achievement tests. Rapport was quickly established and well maintained throughout testing. Eye contact was low initially, although after his first break and when non-academic tests were begun, his eye contact, mood and affect normalized. He often smiled and showed enthusiasm for some activities. He was cooperative, compliant, friendly, and socially appropriate. He is right-handed and used an age appropriate tripod grip. He struggled to blend even very simple 3 letter consonant-vowel-consonant words. When Cole experienced some difficulties with test activities, a brief return to depressed mood was seen, but he quickly returned to normal mood with encouragement and praise. He displayed inattention, distractibility, impulsivity and mild in-seat restlessness. Perseverance and motivation appeared to be satisfactory. Cole's impulsive and inattentive behavior did contribute to occasional errors, such as missing the operands in math calculation items or becoming distracted from task. He needed reminders to continue looking at visual stimuli during memory tasks. In general, these results indicate accurately the current level of functioning in the areas tested.

SUMMARY OF TEST RESULTS AND CONCLUSIONS: Cole Wildasin is an 8-year-old male with a history of shaken baby syndrome at 3 months of age, which resulted in significant brain damage. He is currently experiencing significant learning difficulties in the school setting. This referral was requested by his family. An evaluation was requested to further assess all neurocognitive sequelae associated with his brain injury and assist with his educational planning.

Cole was administered the Wechsler Intelligence Scale for Children - Fifth Edition (WISC-V). His results were as follows: Verbal Comprehension Index = 86, 18th percentile; Visual Spatial Index = 81, 10th percentile; Fluid Reasoning Index = 74, 4th percentile; Working Memory Index = 74, 4th percentile; Processing Speed Index = 83, 13th percentile; Full-Scale IQ = 76, 5th percentile. These findings revealed that Cole's intellectual skills in the domains of verbal comprehension, visual-spatial reasoning, and processing speed were relative strengths and in the low average range. In contrast, his fluid reasoning and working memory skills were relative weaknesses and in the very low range. The findings revealed numerous areas of relative strength that included Cole's bilateral fine motor speed and dexterity, his vocabulary fund, and his verbal memory for both contextual and non-contextual verbal information, which were all within normal limits.

The findings also revealed the following areas of weakness: 1) significant difficulties with staying focused, paying attention, and impulsivity consistent with a diagnosis of attention deficit hyperactivity disorder, combined presentation (ADHD/C); 2) significantly below average reading and math skills consistent with a diagnosis of specific learning disability for both math and reading, and; 3) significant deficits with executive functions

(planning organizational skills) and working memory consistent with a diagnosis of mild neurocognitive disorder due to traumatic brain injury (shaken baby syndrome). Overall, these findings are indicative of a neurocognitive profile consistent with brain damage due to shaken baby syndrome. The neurocognitive domains of attention, planning and organizational skills, and working memory are highly sensitive to traumatic brain injury.

In regard to Cole's academic skills, it should be noted that his reading skills were generally at the kindergarten equivalency level. He demonstrated significant deficits with his phonological awareness, phonological memory and rapid naming skills consistent with a diagnosis of a more moderate to severe dyslexia. He struggled to blend even simple 3 letter consonant-vowel-consonant words. His math skills were a relative strength, but still significantly below grade level expectations. Specifically, his math skills were generally at the first grade equivalency level. In addition to his phonological processing deficits, Cole also struggled with his visual perceptual orientation of written symbols (letter reversals). Given these findings, Cole will need to be in an academic environment that can provide him with highly intensive support and accommodations for his areas of identified need. Furthermore, he would likely benefit from additional specialized intervention to address his severe reading deficits (i.e. private tutoring with a reading specialist trained in working with children with dyslexia). His current academic curriculum will also need to be modified and adjusted to that of his current academic skill level (i.e., his academic skills are generally at the kindergarten to first grade equivalency level at this time). Cole may benefit from placement in a school such as Morning Star given his neurocognitive profile and academic needs. In a public school setting, Cole would definitely need an individual education plan (IEP). It is also recommended that Cole's academic skills be evaluated on a regular basis to monitor his progress and development, and modify his academic intervention and plan as needed. Based on these findings, Cole meets criteria for:

DSM-V: Attention deficit hyper activity disorder, combined presentation
 Mild neurocognitive disorder due to traumatic brain injury
 Specific learning disorder, reading (dyslexia)
 Specific learning disorder, math

ICD-10: Frontal lobe and executive function deficits

RECOMMENDATIONS:

1. Academic Plan and Accommodations for the School Setting:

- Individualized Educational Plan (IEP): Cole should receiving services through an IEP to address his learning needs or equivalent level plan in a private school setting. In general, Cole would benefit from a more structured classroom setting, and increased structure and consistency in routines involving completion of his academic work.
- Cole will need extra academic support for all core subject areas, but particularly in areas that place greater strain on his reading skills, written expression, language needs, as well as his attention and planning and organization difficulties. Cole's academic plan should include regular follow-up testing of his academic skills to monitor his progress and gauge effectiveness of interventions. The data from his regular follow-up testing should be used to tailor and modify his academic plan as needed.
- Extended time: Cole should be given extended time for exams and tests, particularly any timed tests, activities or exercises that place greater strain on his areas of deficit (math, attention and planning and organization skills, written expression and handwriting speed).

Specific accommodations recommended for the classroom setting include:

- Preferential seating
- If possible, work on the most difficult material early in the day.

WILDASIN, COLE (id #201405257, dob: 06/11/2010)



Ascension Medical Group St Vincents Primary Care CR210

Date: 10/16/2019

RE: Cole Wildasin, DOB: 06/11/2010, PT ID #201405257

To Whom It May Concern :

This letter is regarding my patient Cole Wildasin who is a nine years old boy with a history of shaken baby syndrome at 3 months of age which resulted in significant brain damage. He has significant learning disabilities.

Patient is taking care of chickens for a long time and is actually very responsible young boy when it comes to feeding them and cleaning their pen. They serve as his emotional support animals because they help him focus, care and nurture.

I feel that these chickens are important for his emotional well being.

I saw Cole Wildasin in the office today.

Please contact us at 904-450-8120 if you have any questions and our fax number is 904-230-1066.

Sincerely,

A handwritten signature in black ink, appearing to read 'Navneet K. Grewal'.

Electronically Signed by: NAVNEET K GREWAL, MD

October 28, 2019
03:14 PM

CITY OF ST. AUGUSTINE BEACH
Violation Detail

Page No: 1

Violation Id	Parcel Id	Property Loc	Owner Name	Owner Phone
Owner Address				Owner Email
V2000006	1713800000	313 A ST	WILDASIN, JENNIFER GRACE	(904)495-5854
313 A ST, SAINT AUGUSTINE, FL 32080-0000 USA				cjriney@icloud.com

General:

Violation Date	Status	Status Date	Use Type	User Code	Cust Id	Customer Name	Complaint Name	Complaint Phone	Complaint Email
Tenant Name			Tenant Phone			Tenant Email			Tenant Other
10/23/19	Open		R-2	RES			Heather Hall		

Description:

The complaint was generated by the neighbor just to the south of described property. The contents of the complaint were described as the observation of chickens noted in the yard of the accused with minor noise by the fowl.

An interview was established with the property owner of the chickens relative to an explanation of their possession. It was observed that there were approximately 8 chickens (hens) noted in the side yard in a small enclosed area. The owner (Ms. wildasin) stated that the chickens were transferred from her prior out-of-town home into St. Augustine Beach when she moved into her new home in the City. She further explained that the chickens were utilized as a type of therapy for her disabled child. As she explained, this child suffers from physician-documented traumatic psychological issues relative to past experiences. The complete etiology of the signs and symptoms are unknown by this officer and were not fully explained in detail.

Information was relayed to Ms. Wildasin relative to the SAB City Code. It was explained that the Code language is clear, that fowl are not allowed within the SAB City Limits. Ms. Wildasin asked if there was another option relative to possessing the chickens, to which she was told a variance was possible and staff would further advise her about the variance process.

A conversation was re-established with Ms. Wildasin. Information was relayed to her concerning application for a variance relative to the scenario in question. The application has been submitted and the hearing is scheduled for the next regular monthly meeting of the Planning and Zoning Board, which is Tuesday, November 19, 2019.

Conditions:

Ordinances:

Ordinance Id	Description	Compliance Deadline
SEC. 3.02.03	Sec. 3.02.03. - Prohibited uses.	

A.

In addition to the uses prohibited under section 3.02.02 and Table 3.02.02, and other provisions of this Code, the following uses are prohibited:

1.

Keeping, breeding, or raising of bees, insects, reptiles, pigs, horses, cattle, goats, hogs, or poultry.

Activities:

Ordinance Id	Activity Type	Inspector	Date	Start Time	End Time	Status
SEC. 3.02.03	CE-MONITORING	BILL	10/01/19	11:30	12:00	Open

Comment: Awaiting disposition of Planning and Zoning Board to rule on the application for a variance.

Notes:

Created	Modified	Note
10/23/19	10/23/19	Awaiting disposition of the variance application. TBA

**Pamela M.M. Holcombe
312 A Street
St. Augustine Beach, Florida 32080**

November 19, 2019
Via email and hand delivery

Planning and Zoning Board
City of St. Augustine Beach
2200 SR AIA South
St. Augustine, FL 32080

RE: Variance File No. V 2019 -16

Dear Planning and Zoning Board members:

I write with regards to the application for a variance scheduled for tonight's agenda regarding the keeping of chickens at 313 A Street, Variance File No. V 2019 -16. Please be assured that writing this letter gives me no pleasure as a both a lifelong animal lover and current member of the Florida Bar Companion Animal committee. Unfortunately, I must register my objection to the proposed variance regarding the keeping of eight chickens at 313 A Street.

The reasons for the objection are numerous, including the public health hazard of creating a human avian vector for the transmission of communicable diseases, the public health hazard of increased rodent and poisonous snakes drawn to the keeping of backyard chickens and sanitation issues related to the chicken feces and the nuisance value of the odor and noise caused by eight chickens and impact on property values.

The reasons for the City of St. Augustine Beach's prohibition on the keeping of livestock seem self-evident. The City has a relatively densely population and permits very small lots for single family homes where neighbors live closely side by side and by definition such areas are inappropriate for the keeping of livestock. In the case of 313 A Street, this appx 50 x 100' foot block is surrounded by five immediately adjoining or abutting properties who would be subject to greatly increased noise and odor from the proposed flock of chickens.

The keeping of backyard chickens creates a vector between wild birds, domesticated fowl and humans which allows the transmission of highly contagious and potentially deadly diseases which are prevalent in Florida. In support of the human avian vector for disease transmission, I attach herewith the with University of Florida IFAS Extension publication titled Avian Diseases Transmissible to Humans. As noted in the publication, Florida is susceptible to many varieties of dangerous and deadly mosquito borne diseases such as encephalitis, including the West Nile virus and Avian flu.

The keeping of backyard chickens, eggs, and feces creates a well-known attraction for rodents at poisonous snakes and other vermin and dangerous wildlife to a densely populated urban residential area. Unfortunately, where we reside there is the possibility for many varieties of poisons rattlesnakes, cottonmouth, copperhead, coral snakes., other prevalent poisonous varieties of snakes. The public health hazard of rodents attacked buy chicken feces and odor are also a concern as well as the public health risks of the chicken feces themselves such as salmonella and tuberculosis.

Again, the nuisance value of the keeping of eight chickens which defecate approximately 70 to 80 times per day per chicken and the smell of their feces will impact upon neighbors' property values and their peaceful enjoyment of their property this is also true for the impact of the noise of chickens which can reach approximately 60 decibels per chicken and be louder with a group of chickens.

As a final note, I have been only recently made aware that the basis for the variance is the claim that these eight chickens will be serving as emotional support animals. This information was not included in the public notice provided to me at my residence and I would request that if the committee is not inclined to deny the variance request, that the matter be put over to the next meeting to allow time to respond to the emotional support animal issue.

As a threshold matter, the application for variance based on a request for emotional support animal accommodation does meet, or even address, the applicant's burden of proving that the applicant requested requires accommodation does not place an undue burden on the city or how applicant's interest outweighs the City's interest in protecting its citizens. See *Buaghman v City of Elkhart*, TX 2018 WL 1510678 (E.D Tex. 2018) The question of whether a city ordinance is against the keeping of livestock is susceptible to the federal Fair Housing Act requirements in is very fact specific and is related to the particular animal for which the emotional support accommodation is requested. The information provided in the variance request provides no information as to the specific animals for whom the emotional support documentation is being provided. I cannot provide caselaw citation on this issue without a review of the actual prescription from the position I am unable to formulate a comprehensive response which would address the request. Based upon my understanding, there has been no prescription for any particular chicken to serve as a support animal, which in itself is facially deficient basis for a request for accommodation. Furthermore, under the FHA any emotional support animal must directly relate to the applicant's ability to use and enjoy the property. While the activity of caring for chickens may be helpful to the child's ability to concentrate or complete tasks, this does not appear to have any relation to the child's ability to use or enjoy the dwelling unit as it is currently situated. As a final note, there is a substantial question of whether animals which are not kept in the home would qualify as emotional support animals, but again I cannot address this issue based upon limited information available to me with this variance application.

The city does have the ability to question the authenticity and reasonableness of the application for the emotional support animal. Unfortunately, where a prescription for an emotional support animal is generated after the issuance of the violation, the question of the good faith basis for the application is in question and I would urge the city to use all due diligence to thoroughly investigate this request and provide additional time for public comment on the issue.

Thank you for your courtesy in and attention to this matter and please do not hesitate to contact me with any questions or concerns.

Very truly yours,



Pamela M.M. Holcombe

Cc: City Manager

Avian Diseases Transmissible to Humans¹

Michael A. Davis, Gary D. Butcher, and F. Ben Mather²

Introduction

Anyone who keeps birds, whether as pets or as production animals, should be aware that certain avian diseases are *zoonotic*, that is, they can be transmitted to humans. People rarely catch avian diseases and should not be discouraged from keeping birds because avian diseases do not pose a serious threat to most people. Bird owners should be aware of zoonotic diseases, however, and should certainly seek medical assistance if they suspect they may have contracted a disease from a bird.

Diseases that infect both animals and humans are called *zoonoses*. The infectious agents can be bacterial, fungal, protozoal, or viral. The seriousness of the disease in humans varies with human hosts' age, overall health, and immune status (immunodeficient or immunosuppressed people experience more severe disease). The severity of the disease in humans is also affected by the virulence of the organism, the infective dose, and the route of infection. The effect of these diseases on the commercial poultry industry in Florida is minimal, but because there are many small flock owners within the state, these owners should be aware of these zoonoses.

Chlamydiosis, salmonellosis, avian influenza, eastern equine encephalitis (EEE), and avian tuberculosis infections may be serious or life-threatening.



Figure 1.
Credits: UF/IFAS

Avian Influenza (Bird Flu)

Avian Influenza (AI) receives a lot of attention in the media because of its virulence in birds. The main strain of concern in humans continues to be Highly Pathogenic Avian Influenza (HPAI) H5N1. More than 700 infections have been reported to the World Health Organization (WHO) since November 2003 (<http://www.cdc.gov/flu/avianflu/h5n1-people.htm>). These infections have occurred in Asia, Africa, the Pacific, Europe, and the Near East. The first reported case of human infection with HPAI H5N1 in the Americas was in 2014 and occurred in a traveler who had recently returned from China. There have been no reported cases that originated in the United States. In cases where evidence is present, humans who have contracted

1. This document is PS23, one of a series of the Animal Sciences Department, UF/IFAS Extension. Original publication date August 1997. Revised August 2015. Reviewed December 2018. Visit the EDIS website at <https://edis.ifas.ufl.edu> for the currently supported version of this publication.
2. Michael A. Davis, director, UF/IFAS Extension Baker County; Gary D. Butcher, professor and avian diseases Extension specialist, College of Veterinary Medicine; and F. Ben Mather, associate professor emeritus and poultry Extension specialist, Animal Sciences Department; UF/IFAS Extension, Gainesville, FL 32611.

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avian influenza have been in areas where there is constant close contact between birds and humans or in cases where the humans were exposed to infected bird secretions. It is important to note that poultry that originate from areas of the world where the virus is common are not allowed to enter the United States legally. All commercial poultry that enter Florida from other states are required to have an entry permit and come from influenza-free flocks.

The incubation period for H5N1 in humans is believed to be from 3 to 7 days followed by a rapid onset of viral pneumonia. Other typical flu-like symptoms include fever, sore throat, muscle aches, cough, chest pain, lethargy, vomiting, and diarrhea. The rate of death in humans with this virus is over 40%; however, the disease is extremely rare in humans, and this strain is not present in the United States.

Chlamydiosis

Chlamydophila psittaci is a bacterial organism that occurs worldwide and affects more than 100 avian species. The disease is also referred to as parrot fever when it occurs in psittacine birds (psittacine refers to parrot-like birds). It is referred to as ornithosis in other birds.

Chlamydiosis is primarily transmitted by the inhalation of contaminated fecal dust and is spread by carrier birds that act as the main reservoir for the disease. The organism is secreted in both the feces and nasal secretions. The carrier state can persist for years. *C. psittaci* can survive drying, which allows it to be transmitted on contaminated clothing and equipment. It can also be transmitted from bird to bird, from feces to bird, and from bird to human. Human-to-human transmission can occur as well, mainly by exposure to infected saliva. Infection in humans is extremely rare and is often misdiagnosed.

Treatment for *C. psittaci* usually consists of tetracycline or macrolides in both humans and birds, although the treatment span may be different. Tetracycline is not recommended for children or pregnant women. In Florida, chlamydiosis is a reportable zoonotic disease for both health and livestock officials. This means that if a case of the disease is confirmed then this information must be reported to the Florida Department of Agriculture and Consumer Services.

Additional information about the disease can be found at: <http://www.cdc.gov/pneumonia/atypical/psittacosis.html>

Salmonellosis

To date, more than 2500 different serotypes of *Salmonella* have been recognized. *Salmonella* bacteria are widespread in the environment and are associated with animals including birds, reptiles, mammals, and amphibians (typically in the gastrointestinal tract). Although *Salmonella* bacteria are very common, actual disease is rare because most strains are not pathogenic. Fewer than 15 serotypes are responsible for the majority of human infections. Common clinical symptoms in all species include diarrhea, vomiting, and a low-grade fever. Other symptoms include dehydration, weakness, septicemia, and headaches. The incubation period for salmonellosis varies between 6 and 72 hours, although most cases have an incubation period of 12 to 36 hours. *Salmonella* bacteria are typically transmitted via the fecal-oral route, usually via improperly cooked food that has been contaminated with feces.

Most cases of salmonellosis are mild and do not require the administration of antibiotics or other drugs. Resting and drinking plenty of water will usually clear the infection within a few days. In cases where a pathogenic strain of *Salmonella* has infected a human and is causing clinical disease, antibiotics can be administered. Some strains of *Salmonella* have developed resistance to some antibiotics.

Additional information on *Salmonella* and serotypes of the organism can be found at <http://www.cdc.gov/salmonella/> and <http://www.cdc.gov/salmonella/reportspubs/salmonella-atlas/serotyping-importance.html>

Colibacillosis

Colibacillosis is caused by an *Escherichia coli* infection. Like *Salmonella*, *E. coli* are found in the intestinal tract and on the skin of animals and are part of the normal bacterial flora. *E. coli* strains vary considerably in their ability to cause disease. Many strains are not pathogenic, but some can cause disease. Eating food that has been contaminated with a virulent strain can result in severe illness. In poultry, most *E. coli* infections are a result of complications and the *E. coli* are considered opportunistic agents. In poultry, *E. coli* may cause septicemia, chronic respiratory disease, synovitis, pericarditis, infectious cellulitis, and salpingitis. Humans with *E. coli* infection usually present with diarrhea and a possible fever. Complications for less common types of *E. coli* infection include dysentery, shock, and purpura (purple rash).

The incubation period is 12 hours to 5 days, although most cases will develop within 12 to 72 hours. Treatment of most cases of *E. coli* involves treating the diarrhea and dehydration that can occur. More severe cases may require the use of antibiotics or other drugs and hospitalization. Antibiotic resistance is a major problem when treating *E. coli* infections.

Additional information about colibacillosis in poultry can be found at: http://www.merckvetmanual.com/rvm/poultry/colibacillosis/overview_of_colibacillosis_in_poultry.html

Encephalitis Viruses

Viruses that cause encephalitis, such as Eastern Equine Encephalitis, St. Louis Encephalitis, or West Nile, are all present in wild bird populations within Florida. These viruses are mosquito-borne, with passerine birds (song birds such as swallows, starlings, jays, and finches) serving as the most common reservoir. They are transmitted to humans and other animals via mosquitos that have previously taken a blood meal from an infected animal. These types of viruses are not transmitted from person to person or from the consumption of chicken meat or eggs.

Many people may be bitten each year by a mosquito that is carrying encephalitis virus, but not everyone who is bitten will become sick. These viruses typically cause clinical disease only in vulnerable people—usually children younger than 15 years of age and adults over 50 years of age. Most epidemics of encephalitis viruses occur between late August and the first frost of the season, but in areas with a year-round mosquito season, cases may occur at any time of the year. Symptoms of encephalitis viruses include high fever, headache, vomiting, lethargy, joint stiffness (especially of the neck), convulsions, tremors, and coma.

The Florida Department of Health and many other mosquito-control districts around the state use adult chickens to monitor for these viruses. These “sentinel chickens” are housed in coops that are very similar to those that would be used by owners of backyard flocks. When bitten by a carrier mosquito, the chickens do not develop the disease, but they will produce antibodies to the virus. By routinely testing for the presence of antibodies, health officials can determine the significance of the virus in an area. The encephalitis viruses are all considered reportable animal diseases to the Florida Department of Agriculture and Consumer Services.

Additional information about encephalitis viruses can be found at: Eastern Equine Encephalitis: <http://www.cdc.gov/EasternEquineEncephalitis/>, St. Louis Encephalitis: <http://www.cdc.gov/sle/>, and West Nile Virus: <http://www.cdc.gov/westnile/>

Avian Tuberculosis

Avian tuberculosis is caused by the bacterium *Mycobacterium avium*. This bacterium is closely related to the bacteria that cause human and bovine tuberculosis. In bird species, *M. avium* causes a chronic debilitating disease with tubercular nodes. In humans, infection with *M. avium* will typically cause local wound infections with swelling of lymph nodes in the region of the infection. Infection with this bacterium is extremely rare and is of most risk in severely immunocompromised individuals.

Infection in humans is caused by ingestion of food or water that has been contaminated with feces from infected birds (called “shedders”). Most *Mycobacterium* infections are treatable with antibiotics, but *Mycobacterium avium*, highly resistant to antibiotics, is the exception. Surgical excision of infected lymph nodes is often necessary to eliminate the infection. Poultry flocks with this disease must be euthanized because no treatment is available. Fortunately, *M. avium* is not found in the commercial poultry industry today, but rare cases are found in small flocks where birds are held for several years.

Additional information about avian tuberculosis in humans can be found at: <http://www.ncbi.nlm.nih.gov/pmc/articles/PMC1830337/>

Newcastle Disease

Newcastle Disease is a serious respiratory disease in poultry that is caused by a paramyxovirus. In poultry, the disease is highly contagious, and the highly pathogenic form, termed velogenic, can kill entire flocks of wild and domesticated birds. The velogenic form is not found in the poultry industry in the United States, but it is common in many other countries. This paramyxovirus can also infect humans, although the disease presentation is very different in humans as compared to poultry. In humans, after initial exposure the paramyxovirus causes a mild and localized infection in the eye called conjunctivitis. The conjunctivitis tends to last from 5 to 10 days and resolves completely without treatment. Typical symptoms include slight discomfort because of the localized swelling, and a “bloodshot” look in the eyes. Conjunctivitis caused by this paramyxovirus is so mild that people infected with it may

not even realize that they have the condition. Topical eye drops and ointments are available to reduce any discomfort and inflammation.

People are most at risk of contracting this disease when

- administering live-virus vaccines to birds,
- performing post-mortem examinations on actively infected birds, and
- working in a lab to isolate and concentrate the virus for study.

Additional information about Newcastle Disease can be found at: <http://www.inspection.gc.ca/animals/terrestrial-animals/diseases/reportable/nd/fact-sheet/eng/1330202454619/1330202602677>

Cryptosporidiosis

Cryptosporidiosis is caused by a protozoan of the genus *Cryptosporidium*. In poultry such as chickens and turkeys, the disease may cause respiratory illness, but it can also result in gastroenteritis and diarrhea. Cryptosporidiosis in humans is associated with abdominal pain, nausea, and watery diarrhea that will typically persist for 3 to 4 days. In immunocompromised individuals, the disease can cause persistent, severe diarrhea with associated malabsorption of nutrients and weight loss.

The disease is spread by the ingestion of protozoal oocysts, typically by the fecal-oral route. There is an incubation period that lasts from 3 to 7 days. This protozoan is related to other protozoal species that cause coccidiosis; however, anticoccidial drugs are not effective against *Cryptosporidium*.

Additional information about *Cryptosporidium* can be found at: http://www.merckvetmanual.com/nvm/poultry/cryptosporidiosis/overview_of_cryptosporidiosis_in_poultry.html

Conclusion

People who keep poultry or other birds should be aware that some avian diseases can be passed to humans. Although it does not happen often and the probability of catching an avian disease is low, people who keep birds and especially people who have underdeveloped immune systems or whose immune systems are weakened by illness or age should take common-sense precautions when handling or managing birds. The following practices will

help to reduce the probability of contracting disease from birds:

- Practice biosecurity for your flock.
 - Additional information on biosecurity can be found at: <http://healthybirds.aphis.usda.gov/>
- If you suspect that one of your birds is ill, make sure to get it checked by a veterinarian.
- Avoid contact with the feces or fluids of birds unless you are wearing the proper protective gear.
- Wash your hands thoroughly with soap and water after handling any bird.
 - If soap and water are not available, use hand sanitizer or alcohol-based wipes.
- Do not allow children to nuzzle or kiss poultry—including baby chicks.



St. Johns County, FL

Parcel Results

49 Results

Parcel ID	Owner	Property Address	Legal Description	Map
1641710001	SEA OAKS		13/73-74 SEA OAKS ROWS	Map
1641710010	BEAUVAIS MARK	308 A ST	13/73-74 SEA OAKS LOT 1	Map
1641710020	AYCOCK JENNY JO SPIVEY	310 A ST	13/73-74 SEA OAKS LOT 2	Map
1641710030	HOLCOMBE WILLIAM F,PAMELA HOLCOMBE PAMELA	312 A ST	13/73-74 SEA OAKS LOT 3 BLK 1	Map
1641710050	VAN ORMER WILLIAM A JR,MARGARET E VAN ORMER MARGARET E	2 SEA OAKS DR	13/73-74 SEA OAKS LOT 4 & 5	Map
1641710060	STEVENS CATHERINE C,G SEFTON ETAL STEVENS G SEFTON STOKES MATTHEW STRIDER,SHANNON STEVENS STOKES SHANNON STEVENS	20 OCEAN PINES DR	13/73-74 SEA OAKS LOT 6	Map
1641710070	RY TY ONE LLC	22 OCEAN PINES DR	13/73-74 SEA OAKS LOT 7	Map
1641710080	TREDIK DOMINIQUE M,WILLIAM J TREDIK WILLIAM J	24 OCEAN PINES DR	13/73-74 SEA OAKS LOT 8	Map
1641/10090	KRUEGER HOLLY M	26 OCEAN PINES DR	13/73-74 SEA OAKS LOT 9	Map
1641720010	MERCADO ERWIN IRA ETAL MERCADO ERWIN	1 SEA OAKS DR	13/73-74 SEA OAKS LOT 1	Map
1641720030	KELLEY CHRISTOPHER M,KARAL KELLEY KARAL	5 SEA OAKS DR	13/73-74 SEA OAKS LOT 3	Map
1642700000	SLOAN CLAIRE M *** BLASS-HIROSE HILLARY ANN	428 A ST	19 S200 OF W170FT OF LOT 10	Map
1700400001	COQUINA GABLES SUBDIVISION NO 1		3/30 COQUINA GABLES	Map
1713001000	MC LEAN DANIEL,ALLISON MC LEAN ALLISON	302 B ST	3-30 COQUINA GABLES LOT 1 BLK	Map
1713100000	CONNAWAY CHARLES E *** CONNAWAY RICHARD E CONNAWAY ROBERT W	308 B ST	3-30 COQUINA GABLES LOTS 5 & 7	Map
1713200000	CURRAN LISA A	301 A ST	3-30 COQUINA GABLES LOT 2 BLK	Map
1713300000	GRAY JOHN OWEN JR ETAL ZEE HILLY	304 B ST	3-30 COQUINA GABLES LOT 3 BLK 49	Map
1713400000	SEW KOOL RENTALS LLC	303 A ST	3-30 COQUINA GABLES LOT 4 BLK 49	Map
1713500000	COLLINS JASON,LAURIE COLLINS LAURIE	307 A ST	3-30 COQUINA GABLES LOT 6 & 8	Map
1713600000	LITTLE WILLIAM J,REGINA M LITTLE REGINA M	310 B ST	3-30 COQUINA GABLES LOT 9	Map
1713600100	STELLA & BEACH LIMITED LIABILITY COMPANY	309 A ST	3-30 COQUINA GABLES BLK 49	Map
1713600110	STILIP MARTIN ETAL HALL HEATHER	312 B ST	3-30 COQUINA GABLES LOT 11	Map
1713700000	LOWERY PHILLIP B SHELLEY B LOWERY SHELLEY B	311 A ST	3-30 COQUINA GABLES BLK 49	Map
1713700130	904 VENTURES LLC	316 B ST	3-30 COQUINA GABLES LOTS 13 &	Map
1713800000	WILDASIN JENNIFER GRACE	313 A ST	3-30 COQUINA GABLES LOT 14 BLK	Map
1714000000	O'BRIEN HUGH ETAL DAVERN ELLEN J	315 A ST	3-30 COQUINA GABLES LOT 16 BLK	Map
1714200000	JONES ROGER S,KIMBERLY R JONES KIMBERLY R	301 B ST	3-30 COQUINA GABLES LOT 2 BLK	Map
1714400000	HOTZ PETER ET AL DELANDY-HOTZ MARTHA E	303 B ST	3-30 COQUINA GABLES LOT 4	Map
1714400050	DEMARTINI ANNE LEAR	306 C ST	3-30 COQUINA GABLES LOT 5 BLK	Map
1714400060	HOTZ PETER,MARTHA DELANEY	305 B ST	3-30 COQUINA GABLES LOT 6	Map



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1714000000	O'BRIEN HUGH ETAL DAVERN ELLEN J	315 A ST	3-30 COQUINA GABLES LOT 16 BLK	Map
1714200000	JONES ROGER S,KIMBERLY R JONES KIMBERLY R	301 B ST	3-30 COQUINA GABLES LOT 2 BLK	Map
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CITY OF ST. AUGUSTINE BEACH
2200 A1A South
St. Augustine, FL 32080

INVOICE #

I2000132

INVOICE DATE: 10/21/19

DUE DATE: 11/20/19

ACCOUNT ID: O-000085 PIN: 468497

WILDASIN, JENNIFER GRACE
313 A ST
SAINT AUGUSTINE, FL 32080-0000
USA

PERMIT INFORMATION

APPLICATION ID: 1085

LOCATION: 313 A ST

OWNER: WILDASIN, JENNIFER GRACE

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Permit App Id: 1085		
1.0000	PZ ADVER	Advertising Sign zoning Permit App Id: 1085	7.500000	7.50
1.0000	PZ VARIA	Application for Variance Permit App Id: 1085	400.000000	400.00
			TOTAL DUE:	\$ 407.50

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENT

CITY OF ST. AUGUSTINE BEACH
2200 A1A South
St. Augustine, FL 32080

INVOICE #: I2000132
DESCRIPTION: Permit App Id: 1085
ACCOUNT ID: O-000085 PIN: 468497
DUE DATE: 11/20/19
TOTAL DUE: \$ 407.50

WILDASIN, JENNIFER GRACE
313 A ST
SAINT AUGUSTINE, FL 32080-0000
USA



CITY OF ST. AUGUSTINE BEACH

Date: 10/21/2019 Time: 04:37 PM

Invoice Payment

Customer: O-000085

Name: WILDASIN, JENNIFER GRACE

Invoice: I2000132

Permit App Id: 1085

Item 1	7.50
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Advertising sign zoning	
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Item 2	400.00
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Application for variance	
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407.50

Chk#: 271

Batch Id: BM102119

Ref Num: 628 Seq: 3 to 4

Cash Amount:	0.00
Check Amount:	407.50
Credit Amount:	0.00

Total: 407.50

Thank You for your payment!

**NOTICE OF PUBLIC HEARING
APPLICATION FOR LAND USE VARIANCE FILE NO. VAR 2019-16**

The Comprehensive Planning and Zoning Board of the City of St. Augustine Beach will meet Tuesday, November 19, 2019, at 6:00 p.m. at City Hall, 2200 State Road A1A South, St. Augustine Beach, Florida, 32080, to consider the application of Jennifer Grace Wildasin, St. Augustine Beach, Florida, PERTAINING TO LOT 14, BLOCK 49, COQUINA GABLES SUBDIVISION, AKA 313 A STREET, PARCEL IDENTIFICATION NUMBER 1713800000, SECTION 3, TOWNSHIP 8, RANGE 30, AS RECORDED IN MAP BOOK 3, PAGE 30, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, for a variance to Section 3.02.03.A.1, Prohibited uses, of the City of St. Augustine Beach Land Development Regulations, to allow the keeping of eight (8) chickens in a back yard chicken coop on the premises of an existing single-family residence in a medium-low density residential land use district at 313 A Street, St. Augustine Beach, Florida, 32080.

Persons interested may appear and be heard at the time and place specified. If any person decides to appeal any decision made by the Board with respect to any matter considered in the hearing, he or she will need a record of the proceedings, and for such purpose, may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Jane West, Chairperson



MINUTES

PLANNING AND ZONING BOARD MEETING

TUESDAY, NOVEMBER 19, 2019, 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A SOUTH, ST. AUGUSTINE BEACH, FLORIDA 32080

I. CALL TO ORDER

Chairperson Jane West called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

BOARD MEMBERS PRESENT: Chairperson Jane West, Vice-Chairperson Elise Sloan, Kevin Kincaid, Hester Longstreet, Steve Mitherz, Berta Odom, Chris Pranis, Senior Alternate Dennis King.

BOARD MEMBERS ABSENT: None.

STAFF PRESENT: Building Official Brian Law, Jeremiah Mulligan, substituting for City Attorney James Wilson, Recording Secretary Lacey Pierotti, Executive Assistant Bonnie Miller.

IV. APPROVAL OF MINUTES OF PLANNING AND ZONING BOARD MEETING OF OCTOBER 15, 2019

Motion: to approve the minutes of the October 15, 2019 meeting. **Moved** by Ms. Odom, **seconded** by Mr. Mitherz, **passed 7-0** by unanimous voice-vote.

V. PUBLIC COMMENT

There was no public comment.

VI. NEW BUSINESS

- A. Request for flexible setbacks to move proposed new construction of a single-family residence forward 7.5 feet to allow a 17.5-foot front yard setback and a 32.5-foot minimum rear yard setback, for a total of 50 feet for combined front and rear yard setbacks, to save trees, and request to remove a 36-inch diameter-at-breast-height (DBH) oak tree in the proposed building footprint on Lot 16, Block B, Ocean Walk Unit II Subdivision, at 47 Lee Drive, Kyle and Tammy Larson, Applicants

Ms. Miller said this is a request for flexible setbacks per Section 6.01.03.A.3 of the City's Land Development Regulations (LDRs), which allows flexible setbacks to save trees. The property owners are asking to move the house they want to build forward 7.5 feet so it will have a 17.5-foot front yard setback and a 32.5-foot rear yard setback for a combined total of 50 feet. Moving

the house forward 7.5 feet will save a number of trees, including several large oaks, a couple of magnolia trees, and most importantly, this will reduce the risk of damage to a historic, 300-year-old, 48-inch DBH oak tree. Unfortunately, the applicants' request also includes approval from the Board to remove a 36-inch DBH oak tree in the footprint of the home. This oak would have to be removed even if the 25-foot front setback was maintained. The request includes a tree inventory, analysis and evaluation of the trees on the lot prepared by James King, a certified arborist.

Ms. West said the 48-inch DBH oak appears to be right on the east-side property line and it's not clear to her how an adjustment in the front and rear setbacks would have any impact on that tree.

Ms. Miller said the arborist's report explains the issues with the 48-inch DBH oak tree.

Mr. Mitherz said he went out to look at the property and saw that there was no sign posted on it.

Ms. Miller said this isn't a zoning application, it's a request allowed per the LDRs. It isn't subject to the same notification requirements as an application, therefore, a zoning sign is not required.

Mr. Mitherz said if he was an owner of a house on either side of this property and was affected by how the house would be situated, he'd want to know why he wasn't notified about it.

Ms. Miller said there are no notification requirements for this, unlike applications for variances or conditional uses, which require mailed notice to property owners within 300 feet, legal advertising in *The Record*, and a zoning sign, which the applicants pay for, posted on the property.

Ms. West asked why, procedurally, this is in the form of a request instead of a variance. She has the same concerns about the lack of notice. She understands the applicant is going a different way by travelling along the request path, but it doesn't provide notice to the community. Moving forward, it would be helpful to not have these posed in the form of a request.

Kyle and Tammy Larson, 215 A Street, St. Augustine Beach, Florida, 32080, applicants, said the reason this isn't submitted as a variance is because what they're asking to do is allowed per City Code. It requires the Board's approval, but they're not asking to do something outside the Code.

Cora Johnston, 740 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, Generation Homes LLC, contractor for the applicants, said Mr. and Mrs. Larson were very intent on trying to save absolutely as many trees possible, so Mr. Larson did the research and found in the Code that this flexibility in the setbacks to save trees was allowed. A lot of the neighborhoods Generation Homes has built in, like Anastasia Dunes and Sea Colony, also allow variables in setbacks to save trees.

Mr. Larson said saving these trees will be in keeping with all the trees in the rest of the neighborhood. If he were a property owner on either side of his lot, he'd much rather all those trees be preserved, as they provide shade and a nice environment for everyone.

Motion: to approve the request to move the proposed new single-family residence forward 7.5 feet to allow a 17.5-foot front yard setback and a 32.5-foot rear yard setback, for a combined total of 50 feet for front and rear yard setbacks, and to approve the request to remove a 36-inch DBH oak tree in the building footprint of the proposed new single-family residence at 47 Lee Drive. **Moved by Mr. Kincaid, seconded by Ms. Odom, passed 7-0 by unanimous voice-vote.**

- B. Land Use Variance File No. VAR 2019-16, for a variance to Section 3.02.03.A.1 of the City's Land Development Regulations, Prohibited Uses, to allow the keeping of chickens on the premises of a single-family residence in a medium-low density residential land use district on Lot 14, Block 49, Coquina Gables Subdivision, at 313 A Street, Jennifer Wildasin, Applicant

Ms. Miller said this is a request for a variance to Section 3.02.03.A.1, Prohibited Uses, of the LDRs, which include as prohibited uses the keeping, breeding, or raising of bees, insects, reptiles, pigs, horses, cattle, goats, hogs, or poultry. The applicant is requesting the variance to keep approximately eight chickens on her property at 313 A Street, with the hardship stated that the chickens are emotional support animals for her nine-year-old son. The chickens are all are hens, so no breeding is going on. Documentation has been submitted with the application verifying the child's medical condition and the child's doctor, Dr. Grewal, was verified by staff as a licensed medical doctor with Ascension Medical Group at St. Vincent's Primary Care in Jacksonville. Dr. Grewal wrote the letter included in the variance application stating he saw the applicant's son as his patient on October 16, 2019 and agrees the chickens serve as emotional support animals as they help the child focus, care and nurture, and they're important to his emotional well-being.

Ms. West said she has a procedural question as to whether a variance is the proper mechanism to address this particular issue because if you look at Section 10.02.03 of the LDRs, which pertains to limitations on granting variances, the Board first has to determine whether the need for a proposed variance arises out of the physical surroundings, shape, topographical condition or other physical or environmental conditions that are unique to the specific property involved. As she doesn't see how any of that is triggered in this particular case, she asked for advice from counsel as to whether a variance to the Code to allow the keeping of chickens is appropriate.

Mr. Mulligan said his reading of the Code is that this probably would not be an appropriate application for a variance, as variances are typically directed at something specific to the land and this is not really what they have here. St. Johns County has now passed an ordinance to allow a certain number of chickens per property in all residential zoning districts, but this City hasn't changed the portion of the Code that prohibits the keeping of chickens. The appropriate mechanism would be to change the Code if the community feels it is appropriate. From the strict legal perspective, the applicant's request doesn't seem to fit the guidelines for a variance.

Ms. West agreed and said she doesn't think the applicant is in front of the right board, because this is a code violation and going forward with a variance would definitely set a precedent.

Mr. Kincaid said he's not sure that's true. This applicant is bringing before the Board a specific set of circumstances that is not going to apply to everybody, and it really has nothing to do with the chickens. He'd be ashamed to send the applicant away and tell her she should go before another board, as he thinks they can do better than that. While he doesn't know the Board's legal boundaries as far as variances go, he doesn't think changing the Code is the way to go either, as he doesn't want to wake up every morning to chickens squawking all over the City. The Board needs to address the specifics of the application and not send the applicant away, as he doesn't think the application is about changing the Code to allow everyone in the City to keep chickens.

Mr. Mulligan said variances are structured to focus on the land, not on the user of the land. He understands the application and what the applicant desires to do but disagrees that it would not be precedent-setting, because it would set a precedent if the variance is granted, so if the next person who applies to keep chickens is denied, granting this variance would give someone who is denied a variance to keep chickens the ability to appeal and then potentially litigate the issue.

Ms. West said asked if a conditional use permit would be appropriate with these circumstances.

Ms. Longstreet said conditional use permits are usually granted to go with property owners, not the land, so if the applicant and her family moved out, they'd have to take the chickens with them.

Jennifer Wildasin, 313 A Street, St. Augustine Beach, Florida, 32080, applicant, said she comes be-

fore the Board as a mom because honestly, most people probably wouldn't pay the \$500.00 fee it cost to apply for this variance but for the fact that the chickens have been an emotional support to her son. She's submitted her son's medical records supporting this, and her next-door neighbor who lives on the side of her house where the chicken coop is kept has seen everything, is here tonight, and supports the keeping of the chickens. Other neighbors are also not opposed.

Ms. Sloan said she is a clinical psychologist who used to work in neuro-psychology so she greatly empathizes with the applicant's issues and what she's struggling with. She asked how long the applicant had the chickens before she moved to her home in the City earlier this year.

Ms. Wildasin said they got the chickens in the spring, moved here in July, and as there wasn't a homeowner's association in her neighborhood, she didn't realize they weren't allowed. They brought the chickens with them when they moved because her son had grown attached to them, as he takes care of them and gets up every morning to let them out of the chicken coop, makes sure they have food and water, and collects the eggs throughout the day. He has them all named and at night he makes sure they're locked up in the chicken coop. His commitment surprised her, so her heart just sunk when all this came up because he's really focused and loves these chickens.

Ms. Sloan asked if it was all right to have chickens where the applicant lived when she acquired them. St. Johns County's new guidelines allow up to five hens per residence.

Ms. Wildasin said she moved here from off Watson Road, which is in the County. Nobody said anything about her having chickens when she moved here, so she figured it was fine.

Ms. Sloan said the letter written by the doctor for the applicant's son said to call him with any questions, however, a Health Insurance Portability and Accountability Act (HIPAA) release form was not provided, so she's not going to call a doctor and ask him to talk about one of his patients without a release form. Also, she has great concerns with the precedent this might set. She cautioned the applicant that she needs a better letter from the doctor for emotional support animals, as what the doctor wrote doesn't sound like he's diagnosed or interviewed the applicant's son for that or that the child's been given a specific diagnosis for emotional support animals, which actually requires more of a prescription. She greatly empathizes with what the applicant is dealing with and is thrilled that her son has found something to do that really gives him some purpose, but she's concerned with the precedent-setting that would go with approving the variance. It's always difficult to find hardships, which are not easy to come by, for variances.

Mr. Mitherz asked what the structure is on the left side of the house looking at it from the front.

Ms. Wildasin said that's an eight-foot-by-twelve-foot shed. The chickens are kept in the coop on the other side of the house.

Mr. Pranis asked if having the chickens is the only current single violation documented on this property.

Ms. Wildasin said yes.

Ms. West asked for public comment and said the Board members received copies of a letter written by Pamela Holcombe, 312 A Street, St. Augustine Beach, Florida, 32080, which will be incorporated into the record of this meeting.

Pamela Holcombe, 312 A Street, St. Augustine Beach, Florida, 32080, said it is with the saddest of hearts she brings her comments to the Board's attention, but the Board has already properly identified the issue of the slippery slope, and what could happen once a precedent is set. This is

a great concern, as the beach is a very small area with very dense living arrangements especially on the small blocks of the lettered and numbered streets. She believes Ms. Sloan has correctly identified that supporting documentation is needed for emotional support animals, which she has not seen, but she's familiar with emotional support animal (ESA) law and what is being described here is a therapeutic activity that would not qualify under the Fair Housing Act although it can apply to city ordinances when properly submitted. There's a balancing test between the City's strong interests and that of the applicant, who must show his or her interest overcomes the City's interest in enforcing its ordinances. There isn't sufficient interest for her to address the issue nor was the ESA issue flagged on the notice mailed to her at her home. The practicalities, if this variance is granted, is that the City is creating a human avian vortex, and unfortunately, Florida has West Nile Virus and various forms of encephalitis. She loves animals, so she'd encourage the applicant to get in touch with the local 4-H Club to see if there's a way they could take the chickens and keep her son involved with them. Legally, she disagrees with staff, and doesn't think this request complies with prescribed ESA law. She asked that any action be deferred until these issues can be addressed, as this is something she doesn't think can be reached tonight.

Mr. Pranis said he thinks this will set a precedent, whatever decision is made going forward. He hates to pass this to the Commission, but maybe that's where it has to go, as he doesn't think a variance is the proper channel, it needs to go higher, and he doesn't want to set a precedent.

Mr. Mitherz said he doesn't want to set a precedent either, the Commissioners can make that decision if they like. The issue stretches his heartstrings a little, for sure, and he was on the Board when the issue of allowing residents to keep chickens was brought up some years ago. He voted against it then and doesn't think a variance is the proper way to bring this before the Board.

Ms. Sloan agreed, and said the hardship is going to be hard to find for all the reasons they always have with finding hardships. A hardship can't be something self-created by the applicant, and in this case, the hardship the applicant has stated is something she created herself by moving here and not checking out the City's ordinances that prohibit the keeping of chickens. Unfortunately, the onus of doing this is on the applicant, so she thinks the variance is not the way to go, although it would be nice to help the applicant out. The County's new rules limit the number of chickens that can be kept on one property to five hens, so she's not sure why one needs eight hens for emotional support animals. She thinks the chickens serve more for the child's behavior of taking care of them, so it may be more appropriate to bring this back in a different manner.

Ms. Longstreet said she thinks this should be a conditional use permit, as from this standpoint, they might be able to look at it differently. She feels for the parents and especially the child, as she's a pet lover herself, and knows the bond that's created when a child gets used to having, loving, and taking care of pets, and it doesn't matter what kind of pet it is or if it's one pet or eight.

Mr. Kincaid said he doesn't mind passing this on to the Commission, but if the Board decides to do this, he thinks they should pass it on with a strong recommendation and an explanation of where they're coming from and why they think there's no way to solve the issue at this level. He certainly doesn't think the hardship is that difficult to find, as he thinks the hardship is with the patient, and not that somebody moved here without knowing chickens were not allowed. He doesn't want to set the tone that someone shouldn't move here because the City doesn't support emotional support animals, as that's a bad message to put out. He'd like to know what the mechanism is to change this from the current application to an application the Board can deal with. If that can be done tonight, then they don't have to send the applicant anywhere else and the City doesn't have to send out any messages. He thinks it'd be fairly easy to word it to be

specific to this issue, this person and this set of circumstances, and perhaps this should be a conditional use permit. He asked if there's a way the Board can move forward with this.

Ms. West said she thinks all the Board has to do is make a motion that the variance application be resubmitted as a conditional use permit, which doesn't require the hardship consideration.

Mr. Mulligan said he thinks the Board is on the right path, but he doesn't think they can change this to a conditional use permit on the spot right now, as procedurally, this isn't something that could be done. Also, in looking at the Code and the limitations on granting conditional use permits, there may be some problems with that as well. He gets the sentiment, but it might make sense to kick this up to the Commission to allow them to analyze the situation and make the decision if they want to create the precedent that's been talked about or if there's some other mechanism or tool that can grant some relief here, and maybe in the meantime, legal counsel can spend some time racking their brains to see if there's something that will work within the Code to allow this to go through, if that's the will of the Board. The problem with a conditional use is that the Code establishes certain uses that may be allowed by conditional use, but keeping chickens, which is a prohibited use, isn't something that can be allowed by conditional use.

Ms. Odom said she's the queen on trying to find hardships, as precedents are set when variances are approved. She agreed that if they could go some other route, as with a conditional use application, there wouldn't be a need for a hardship. It's a slippery slope, as the applicant's son needs these support animals, and a lot of documentation has been provided to back this up.

Ms. Sloan said yes, but there are specific guidelines for emotional support animals and the letter written by the child's physician does not meet them. It's a simple matter, as the physician hasn't stated how long the applicant's son has been his patient, or stated a specific diagnosis, etc. Having the documentation to meet the guidelines protects the applicant, who said she's willing to get this from the doctor, because if everything is in order, it can't be challenged by other people.

Ms. West said what she doesn't want is for the Board to be in the position of denying the variance, so she asked if counsel suggests the applicant withdraw the application, or something else.

Mr. Mulligan suggested, especially considering the nature of the potential for ongoing code enforcement action, that the applicant not be asked to withdraw the application, but rather, pass it to the Commission to allow the Commissioners to review the application as is. In the meantime, this will give counsel time to see if there's something else that can, or should, be done.

Mr. Kincaid said if the City hasn't changed the laws and they don't work now, how is passing this to the Commissioners to let them work within the same set of boundaries going to work? He doesn't think this would help anybody, not the Commission, and certainly not the citizens.

Mr. Mulligan said the Board is welcome to come to a different conclusion. His thought process is that the City Commission might be in a better position to make the determination as to whether or not they want to set precedent to allow a resident to keep chickens on her property.

Ms. West said she'll make a stab at a motion to approve this variance with the caveat that the Board, upon advice of counsel, does not think a variance is the appropriate mechanism, however, the Board recommends approval given these unique set of circumstances demonstrated by the applicant. She'd also like to include in the motion that to avoid the precedent-setting effect of a variance, the Board requests the City Commission find another vehicle to approve of the chickens.

Mr. Pranis said he doesn't see how the Board can approve the variance if it's not really a variance.

Ms. West said this could be put in the motion. She just doesn't know another way around it, the Board has a pending agenda item, so they either have to vote in favor of it, against it, or have the applicant withdraw it, because they can't change it into something else right now.

Ms. Odom said the Board could deny the variance with the caveat for the conditional use, because it's going to go to the Commission anyway, and the paperwork and documentation associated with the variance application should be incorporated into what is sent to the Commission.

Ms. Longstreet asked if they could not include the word "variance" in the motion, instead, she suggested the motion say the Board approves of the applicant being allowed to keep said chickens for the time they are at the address of the applicant's property.

Ms. West said okay, the motion is to approve the request of the applicant to use the chickens as contemplated in the application based on these unique circumstances the applicant has demonstrated, and deny the variance. So, this is to approve the request and deny the variance.

Mr. Kincaid suggested, because it's not a variance now, the Board put in the motion that the City shall refund the applicant for the application fee she paid to submit the variance.

Ms. West said absolutely.

Motion: to approve the request of the applicant based on the unique circumstances set forth by the applicant and provide the basis of this motion to the City Commission but deny Land Use Variance File No. VAR 2019-16 and refund the variance application fee to the applicant. **Moved** by Ms. West, **seconded** by Mr. Kincaid, **passed 7-0** by unanimous voice-vote.

C. Conditional Use File No. CU 2019-06, for a conditional use permit for food and/or beverage service or consumption outside of an enclosed building in a commercial land use district on Lots 65, 66, 67, 78 and 79, Atlantic Beach Subdivision, at 451 A1A Beach Boulevard, Peter Darios and Michael Rosa, Agents for Somewhere on A1A Partners LLC, Applicants

Mr. Law said about three years ago, the former Coquina Beach Surf Club property was purchased by the applicant, who are reapplying for a new conditional use permit for outdoor dining as the conditional use permit granted to the former owner for outdoor dining was non-transferable. The Board has been given copies of the prior conditional use permits granted to the previous owner and is tasked with making a recommendation to the City Commission to approve or deny the conditional use request for outdoor dining with any conditions they see fit to recommend.

Mr. Pranis asked why condition number four in the conditional use order granted March 1, 2016, which refers to music, was struck out.

Ms. Sloan said the reference to music was struck because compliance with the City's noise ordinance is regulated by the Police Department and not part of the purview of a conditional use.

Mr. Mitherz asked how many tables and chairs the applicant is asking to put outdoors in the dining area under the canopy. He also asked if the blue tarp currently on the building is for repair work.

Peter Darios, 421 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, applicant, said he and his partner, Mike Rosa, bought the former Coquina Beach Surf Club in 2016, and they also own Sunset Grille Restaurant. They've decided it's time to do something with the Coquina Beach Surf Club site and are applying to reinstate the conditional use permit granted for outside seating. The former business had about 45 seats under the canopy on the north side of the building. The blue tarp is up to section off this area while clean-up, painting, and repair work is being done.

Mr. Mitherz asked when the new business plans to open.

Mr. Darios said as soon as possible. Ideally, they'd like to open by February, but as remodeling work usually takes more time than expected, they don't have a set date for opening at this time.

Ms. Odom asked what the hours of operation will be.

Mr. Darios said they'll be serving breakfast, lunch and maybe dinner, so a ballpark opening for breakfast might be 7:00 a.m. He really isn't sure about any other hours of operation at this time.

Sonia Kulyk, 114 13th Street, St. Augustine Beach, Florida, 32080, said she's delighted the building is opening again, as it was a fabulous place in the past and they always enjoyed it. She knows Sunset Grille probably has adequate parking, but the residents of 13th Street have worked really hard to make their street resident-parking only. If you exit the former Coquina Beach Surf Club property and make a right-hand turn onto 13th Street, you can't see the sign that says resident parking only. She'd like to request a left-turn only sign be put up on the 13th Street right-of-way so vehicles exiting the property from the 13th Street side know that parking for restaurant patrons is only allowed on the restaurant property, and not on 13th Street. Over the years, rumors have been flying as to what was going to open on this property, so she's relieved to hear it will simply be a restaurant and not some of the other creative things she heard it might be.

Bradley Leavitt, 200 12th Street, St. Augustine Beach, Florida, 32080, said he has no objections to a new restaurant, the only question that comes to mind relates to music. He would have no issue with a soft-toned guitar with no loud amplification, but he would object to a five-piece rock band at 10:00 or 11:00 p.m. at night, so he asked if there were any plans to have music.

Mr. Darios said there are no plans for any music at this time.

Mr. Kincaid said for clarification, music is regulated by the City's noise ordinance. Any residents blasting music from a five-piece band in their yard are subject to the same noise regulations, which are enforced by the City's Police Department, as commercial businesses that have music.

Motion: to recommend the City Commission approve Conditional Use File No. CU 2019-06 for five years subject to the following conditions: 1) The requirements in condition numbers 13, 14, and 15 in the previous conditional use order dated March 1, 2016 issued to the former owner of 451 A1A Beach Boulevard be incorporated as conditions in the new conditional use order, if granted by the City Commission; 2) The applicant shall be required to provide signage indicating restaurant patrons should turn left when exiting the restaurant property, as residential parking only is allowed on 13th Street. **Moved** by Mr. Kincaid, **seconded** by Ms. Odom, **passed 7-0** by unanimous voice-vote.

D. Conditional Use File No. CU 2019-07, for a conditional use permit for proposed new construction of eight (8) single-family residences on Lots 1-8, Block 43, Coquina Gables Subdivision, in a commercial land use district on four lots west of A1A Beach Boulevard on the south side of E Street and four lots west of A1A Beach Boulevard on the north side of F Street, between E and F Streets, at 103 E Street and 104 F Street, Leonard and Renee Trinca, Applicants

Ms. Miller said this application is a request to build eight single-family residences on eight lots, all zoned commercial, on the west side of A1A Beach Boulevard, running four lots west of the Boulevard on the south side of E Street and four lots west of the Boulevard on the north side of F Street. The action requested from the Board is a recommendation to the City Commission to

approve or deny this conditional use application. If the Board moves to recommend approval, the recommendation from staff is that the single-family homes built on these eight lots be required to comply with the regulations for single-family residences built in medium density residential zoning, pertaining to setbacks, lot coverage, and impervious surface ratio (ISR) coverage. Staff has received two letters from neighboring property owners regarding this application, both of which have been copied to the Board, and entered as part of the record of this meeting.

Len Trinca, 7 F Street, St. Augustine Beach, Florida, 32080, applicant, said he's been a resident of St. Augustine Beach since 1972, and he's had the eight lots he owns on the west side of A1A Beach Boulevard on E and F Streets, which he's tried to promote as commercial lots, for sale for two years. The area surrounding these lots is basically a residential area, with only one commercial business across the street from the lots he owns on F Street. Most of the commercial portion of A1A Beach Boulevard is farther to the north, starting at around B Street. He's had many people interested in buying individual lots and putting homes on them, in fact, he has a contract on one of the lots now, subject to the approval of this application to allow single-family homes. Looking at the surrounding neighborhood, it really makes sense to have houses on these lots, as the eight lots together aren't really big enough to provide parking for a restaurant or any another business.

Ms. West asked what the total acreage of the eight lots is.

Mr. Trinca said as the alleyway between the lots on E and F Streets has been vacated, the lots are all 50-foot-by-100-feet, so the eight lots together comprise 40,000 square feet, which is just under an acre. A conceptual site plan of the single-family residences proposed on these lots has been designed by architect Mike Stauffer and submitted with the application, and all construction will adhere to the building regulations and setbacks for the houses, garages, pools, etc.

Mike Stauffer, 1093 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, architect, said the site plan is basically just a conceptual drawing showing an idea of what the proposed houses will look like on the lots. Obviously, as each of these eight lots are sold individually, every homeowner will have their own custom design for what they want to build. The intent is to meet all requirements of current City Code, including lot and ISR coverage, building height, setbacks, etc., for medium density residential zoning, with the proposed site plan showing this is possible.

Mr. Mitherz asked if these homes will be actual residences or transient rental properties.

Mr. Trinca said they could be transient rentals, as the lots are all zoned commercial.

Ms. West asked Mr. Trinca if he ever had a contract to buy these lots when he had them listed as commercial.

Mr. Trinca said no. He had the lots listed with a commercial broker, who never had anyone interested in them for a commercial use. There was someone interested in putting up condos on the lots, but this never went anywhere.

Ms. West asked for public comment and said the Board members were given copies of two letters from neighboring property owners, one from Frank O'Rourke, 101 F Street, and one from Mr. and Mrs. James Minich, 10 F Street. Both letters will be incorporated into the record of this meeting.

Frank O'Rourke, 826 A1A Beach Boulevard Unit 11, St. Augustine Beach, Florida, 32080, said he owns the commercial property at 101 F Street and sent the letter the Board members received regarding Mr. Trinca's application, which he is opposed to, for the reasons stated in the letter. He thinks it's very important to maintain the character of the City and the property that is zoned

commercial, which has been eroding away for years now, for commercial use. The market changes all the time, and everyone thinks right now that vacation rentals are the way to go, but this could change in five, or two years. Allowing residential homes on commercial property is a permanent change, as these homes won't go away. These eight lots comprise the last mid-size commercial parcel in the City, they're directly on A1A Beach Boulevard, and designed to be commercial, not residential. Allowing residences to be built on them will severely affect his commercial property, as he'll therefore be surrounded by residential homes. He was before this Board and the City Commission a few years ago fighting for outdoor seating for a coffee shop. This was opposed by his residential neighbors, who said they didn't like the noise, even though these same people built homes on commercial lots, which are allowed to have noise. Mr. Trinca is asking \$2.3 million for the eight lots as a whole, which is maybe beyond what it's worth, and also why he hasn't been able to sell them as a commercial parcel. Allowing homes to be built on this parcel is a permanent decision that won't go away, and this will negatively impact his commercial property and business.

Ms. West said if some of the Board members recall, the City held visioning workshops a while back with planners Lindsay Haga and Brian Teeple, and a big part of the discussion included ensuring A1A Beach Boulevard remain commercial and encouraging walkability along the Boulevard. She understands why Mr. Trinca may not perceive this part of the Boulevard as the most walkable section right now but that's because these lots are currently vacant. Obviously, if little shops were built along there, which was definitely what was contemplated in those visioning workshops, this would be aligned with what the City is trying to accomplish with its one very walkable commercial corridor. She personally has a problem with this conditional use request and agrees this is a very unique parcel. She'd hate to lose the vision of what they're trying to accomplish in the City.

Ms. Odom said Mr. O'Rourke makes some very valid points in his letter, many of which they've seen happen in the past, referring to transient rentals and what happens when the income from them isn't good and the property owners want to sell them. If someone wants to buy an individual lot and apply for a conditional use permit to build residential on this one lot, this is the way it should be done, instead of allowing residential uses on all the lots under one blanket conditional use permit. She shares some of the same sentiments as Ms. West, as she'd like to see shops and commercial businesses on the commercial lots fronting the Boulevard.

Ms. West asked why this request is being submitted as a conditional use, instead of a rezoning application, as allowing residential structures on all eight lots would be permanent.

Mr. Kincaid said residential uses are allowed on commercial property by conditional use. He doesn't think this Board has ever denied a conditional use application to build residential in commercial. They recently approved a similar conditional use request for single-family homes on six lots zoned commercial not directly on the Boulevard, but in the middle of the block west of the Boulevard, around 6th Street. This parcel also had been for sale for several years with the owner not being able to sell it. He doesn't agree this is part of the walkable section of the Boulevard, as these eight lots are kind of an island, due to their location. He has a house across the street, on F Street, and doesn't think developing the lots with commercial uses will make this section of the Boulevard more walkable, because it's just too far away from other businesses. Mr. Trinca has a group of lots he hasn't been able to sell commercially, so if there are any market issues, it may be that there is no commercial market right now. He doesn't think they should hamstring the property owner, if he's got another way to utilize his property, he's all for that.

Ms. West said she doesn't think the Board is here to make sure people generate a profit from their property. The applicant knew full well when he bought these lots that they were commercial.

Mr. Kincaid said the applicant could use the property commercially, even with residences on it, as transient rentals. Whether the homes will be used as vacation rentals is really not part of the Board's deliberation process. The applicant is asking to take this piece of commercial property that is currently unusable, or at least unwanted at the price he has it listed for sale, and build homes which will allow him to sell the lots individually. That he already has a contract on a lot contingent upon the approval of this conditional use application shows evidence this will work in his favor. He's not seeing the hardship on the City's part that allowing houses to be built doesn't work for the City, and he's also not seeing a detriment to the City that somehow, the City's better off with a big vacant piece of land as opposed to having more homes. He just doesn't get that.

Ms. Longstreet said she doesn't see a hardship aside from the one created by the applicant himself. He bought commercial lots, so that's his problem, and he needs to stick with commercial uses. She voted no to other applicants asking to build houses on commercial lots, as the City doesn't have that much commercial property left. She wants to see bike shops, bagel and donut shops, and other mom-and-pop businesses, not houses, on commercial lots along the Boulevard.

Ms. Sloan said these are all good points, but she wants to clarify there is no hardship involved with a conditional use application. Staff's recommendation, if the Board considers recommending approval of this application to the Commission, that the conditional use permit be granted as transferable and run with the land, is a good one, but staff also recommends the time limit within which the use be commenced be extended from one year to two. If the Board recommended the conditional use be granted to require the use to commence within one year, as is the case with most conditional use permits, it will expire and the applicant will have to reapply, so this is kind of like a back-door catch if the lots don't sell and homes aren't built on them within a year. She also highly agrees with staff's recommendation that if the conditional use permit is granted, the properties be regulated as medium density residential regarding setbacks, lot and ISR coverage.

Mr. Mitherz said he can't support this, as he'd rather see commercial development on these lots, and agrees that maybe the price the applicant is asking for the parcel as a whole is the problem.

Mr. Pranis said he thinks they've set precedent in approving similar applications to build houses on commercial lots, so this could be an issue. Maybe there could be a compromise to separate the two lots on the Boulevard out for commercial development only and approve the conditional use for the other six lots not directly on the Boulevard to allow houses to be built on them.

Ms. West said her understanding of conditional use permits, per Section 10.03.02 of the City's LDRs, is that they do not have the same precedential effect as granting a variance. However, because this is a conditional use and not a rezoning, there is a requirement in the City's Comprehensive Plan under Policy L.1.3.2 that requires a 15-foot vegetative buffer between residential and commercial uses. Having spent so much time working on the Comprehensive Plan and the Future Land Use Map, there's a reason why these lots are designated commercial, and it has definitely been identified in the City's visioning workshops as a parcel that should contribute to the economic viability of the City's most walkable Boulevard. She feels very strongly that switching it over to residential is going to cause an issue and is not the way to go.

Mr. Kincaid asked if anyone can point to any single similar application requesting residential use on a commercial lot that the Board has denied.

Mr. Law said in the past two years, he believes the Board has recommended approval of all the applications that have come before them for individual lots and for the five or six lots near the Courtyard by Marriott. The Board did turn down a variance request with a recommendation to

approve a conditional use request for the property south of Obi's Restaurant, on the east side of 6th Street. The Commission has turned down only this same property on 6th Street for which the Board denied the variance while recommending approval of the conditional use permit. The property owner has since reapplied for the conditional use, without asking for a variance this time.

Motion: to recommend the City Commission deny Conditional Use File No CU 2019-07. **Moved** by Ms. West, **seconded** by Ms. Sloan, **passed 5-2** by voice-vote, with Ms. Odom, Ms. West, Ms. Sloan, Ms. Longstreet, and Mr. Mitherz assenting, and Mr. Kincaid and Mr. Pranis dissenting.

E. Concept Review File No. CR 2019-01, for proposed Embassy Suites St. Augustine Beach Phase II, consisting of a 42-unit addition to the existing 175-unit Embassy Suites hotel in a commercial land use district at 300 A1A Beach Boulevard, Thomas O. Ingram, Esquire, Sodl & Ingram PLLC, Agent for Key Beach North LLC, Applicant

Ms. West said as this is a concept review, per the LDRs the Board shall issue no order, finding, or indication of approval or disapproval of the concept review proposal, and no person may rely on any comment concerning the proposal, or any expression of any nature about the proposal, made by any person during the concept review process as a representation or implication that the particular proposal will be ultimately approved or disapproved in any form.

Mr. Pranis said as he is employed by the management company that operates Embassy Suites, he asked if he should recuse himself from this agenda item.

Mr. Kincaid said as there will be no vote and no action taken by the Board, he asked what Mr. Pranis is recusing himself from.

Mr. Mulligan said in looking at the Code, Mr. Pranis' recusal is appropriate.

Ms. West said the Board doesn't want any appearance of impropriety.

Mr. Miller said as stated by Ms. West, in regard to the purview for concept review, there won't be a vote, motion, or recommendation made by the Board, this is strictly for the Board's review, and for the Board and public to provide feedback about the proposed 42-unit addition on the north side of the Embassy Suites property adjacent to Pope Road. The proposed 42-unit addition will be a three-story structure consisting of two stories of habitable hotel suites with parking underneath. The site plan meets the City's parking requirements, setback requirements, ISR coverage, and complies with building height regulations per Section 6.01.04 of the LDRs.

Tom Ingram, Sodl & Ingram PLLC, 233 East Bay Street Suite 1113, Jacksonville, Florida, 32202, attorney and agent for applicant, said he represents Key Beach North LLC, the owner of the Embassy Suites property at 300 A1A Beach Boulevard. Also present are Shawn Gracey, Executive Vice-President of Hospitality for Key International, Jason Kern, the hotel manager for Embassy Suites, and Kris Rowley, an engineer with Zev Cohen and Associates, the engineering firm for the proposed addition. As stated, the project is a 42-unit addition on the north side of the hotel property, with two stories of suite units over parking, for a total of three stories. In designing the plans for the addition, the goal was to avoid as much as possible any disputes as to whether the intent of the Code has been met. The parking has been designed to accommodate the additional rooms, and the aesthetics and architecture designed to match that of the existing hotel. The key difference is that the new addition is one story shorter than that of the existing hotel structure.

Ms. West said Section 12.02.06.F of the LDRs cites criteria the Board is tasked with considering for concept review, such as characteristics of the site and surrounding area, concurrency re-

quirements, the nature of the proposed development, traffic, parking, paved areas, preservation of natural features, conformity of the development with the Comprehensive Plan, concerns and desires of surrounding landowners and other affected persons, etc.. So, the Board is supposed to consider criteria for concept review, they're just not supposed to issue any sort of finding.

Mr. Mitherz asked if the egress from A1A Beach Boulevard has been changed, as the plans for Phase II show a two-way ingress and egress, which is different from what is currently there now, which is ingress from the southern entrance and egress from the northern entrance.

Mr. Ingram said there's no change to ingress or egress, so they'll have to discuss this internally with the engineers and get back to the Board about this before the next round.

Mr. Mitherz asked if a Department of Environmental Protection (DEP) permit will be provided anytime soon, so the Board can see it before it makes a recommendation to the City Commission.

Mr. Law said the DEP permit can't be issued until he, as the Director of Building and Zoning, writes a letter stating the proposed addition conforms with the Code. He can't write that letter until the City Commission approves the final development application. Until the DEP permit is issued, the Building Department won't accept or review any plans for the addition.

Mr. Mitherz asked for clarification on the St. Johns County Fire Department's concern as to how the elimination of the existing Fire Department access road and turnaround on the north side of the building, which will be eliminated with the proposed addition, will be addressed.

Mr. Ingram said they're working with their engineers who specialize in fire code compliance, and some design changes have been identified to address these issues before the final development application comes before the Board and the City Commission. Normally, the Commission doesn't review fire code compliance, it's more of a fire marshal and building department issue.

Ms. West said in Judge Lee Smith's April 2019 order finding in favor of the City against Embassy Suites' application for a splash park, the court found there was competent and substantial evidence of an adverse visual impact on the surrounding environment in violation of the Code, yet the splash park remains on all the site plans submitted for Phase II. She asked exactly how this jives with the fact that Embassy Suites is still suing the City for not allowing the splash park

Mr. Ingram said the splash park or splash playground is not part of this application and would not be approved by virtue of approving the final development application for Phase II. The footprint of the splash park pad is still on the site, covered with artificial grass, and it will remain in place if the 42-unit addition is approved. The splash park is a subject of an appeal to the district court of appeal. It's been fully briefed by both parties, who are waiting for a decision from the court. The experience of Key International and Embassy Suites in St. Augustine Beach has been very good, they've disagreed rather strongly on only one issue regarding a splash park in the hotel, but the overall relationship has been strong and productive. Sheet A-101 in the plans shows the splash park equipment, which is an error that will be fixed in the next round of submittals.

Mr. Mulligan said the current status of the splash park is that the circuit court has ruled on it and upheld the City's decision to not allow it. The application before the Board tonight is simply a concept review, there will be no decision to approve or deny it, so it's just a discussion.

Ms. West said Section 6.03.05 of the LDRs addresses off-street parking design standards and says the Planning and Zoning Board may modify the requirements of this section where necessary to promote a substantial public interest relating to environmental protection or aesthetics. She

asked if Embassy Suites considers the placement of a parking lot on the ocean with very close proximity to the County pier to be an aesthetically positive use of their oceanfront land.

Mr. Ingram said the parking area proposed for the 42-unit addition to Embassy Suites is the same relative location to the ocean as the parking for Pier Park's parking, which is the County's parking area providing public parking, so there is some precedent for parking in that location relative to the ocean. Efforts have been made to address the aesthetics, as the proposed parking area is directly below the conference center space that is frequently used by guests. City Code requires 1.15 parking spaces per hotel unit, so the parking has been designed to comply with this.

Ms. West said she doesn't think having parking on the beach is an appropriate aesthetic use. Also, Section 3.02.02.01 of the LDRs states 35 feet to the roof ridge is the allowable height with an allowance for architectural detail to 40 feet, but the 40-foot height shall not exceed 40 percent of the building perimeter on any side. She asked how Phase II complies with this.

Mr. Law said the section of the LDRs referred to by Ms. West pertains to the mixed-use district, which has no applicability to the 42-unit addition to Embassy Suites. The 35-foot building height maximum is a standard based off one foot above adjacent grade, or one foot above the crown of the road. However, an additional 10 feet is allowed for a parapet wall or roof structure to hide mechanical equipment and piping and water heaters, etc., on the roof. The plans include a great page that explains all that and shows the code references, and also a mechanical roof layout plan.

Ms. West said given the fact that Embassy Suites is located adjacent to Anastasia State Park, she asked how the proposed addition complies with Policy CC.2.7.2 of the City's Comprehensive Plan, which requires developments proposed adjacent to state parks to be environmentally compatible by providing at least 25 feet of native natural buffer. She didn't see this in the landscaping plans.

Mr. Ingram said the Code was recently amended by the City of St. Augustine Beach to require all landscaping to be native. They have some oleander plants existing on the property now and there has been some discussion about relocating some of those, but otherwise, the landscaping will be a combination of native plants all along the northern boundary. The property adjacent to this northern boundary is actually controlled by the City of St. Augustine Beach by interlocal agreement with St. Johns County. It was originally a right-of-way and he believes it is still a right-of-way used as a parking lot to serve the beach, and this parking lot is not part of a state park.

Ms. West said she parks on Pope Road quite a bit, and readily acknowledges the parking lot on Pope Road is not a state park, but the hotel property extending past the parking lot is adjacent to a state park, so she asked how the 25-foot natural buffer is to be addressed, as she didn't see it in the landscaping plans. She also asked if the hotel property is located in a coastal high hazard area, and if so, how the proposed addition complies with Policy CC.4.2 of the Comprehensive Plan, which requires the City to restrict the intensity of development within coastal high hazard areas.

Mr. Law said as of December 2018, the Embassy Suites site shifted from a high velocity wave action zone, which is your coastal high hazard area, to an AO-3 flood zone, which is an area of shallow flooding with the base flood depth that's been established by the federal government. There are government agencies coming together on one job here, with the federal government under the Federal Emergency Management Agency (FEMA) and the Florida Building Code (FBC), and a property in an AO-3 special flood hazard as designated on the Flood Insurance Rate Map (FIRM) effective December 7, 2018. Chapter 3109 of the FBC applies to structures seaward of the CCCL, which was established in January 1988 by the DEP, and up and down all coastlines are what are called reference monuments. St. Augustine Beach is around reference monument 143-144

with a reference volume elevation of about 17 feet, four inches per the National Geodetic Vertical Datum (NGVD), based on the sea level datum of 1929. With the flood map changes, they no longer use the NGVD, but the North American Vertical Datum (NAVD) of 1988, which converts distance differently as measured in yards and meters as it takes into account the roundness of the earth. So, a structure may comply with FEMA, but that's not good enough, which is why the bottom floor of the structure must be non-habitable space such as parking garages, breakaway components, and sheer walls. This becomes a huge engineering analysis, and if it's decided not to use the 17-foot, four-inch elevation, a site-specific engineering is allowed. As Embassy Suites is already built, under substantial improvement protocols, this structure will be extended the lateral addition protection, because the DEP hasn't changed anything since it was built. At this point, the habitable floors will match what's already there and comply with Chapter 3109 of the FBC, and the downstairs will be given the provision of the new definition of allowable use. The bottom line is the hotel building is not within the high velocity wave action zone, which is what's usually defined as a coastal high hazard area, it is in an AO-3 special flood hazard area.

Ms. West said there's no distinction in the Comprehensive Plan regarding restricting development in a velocity zone, it only refers to restricting development in a coastal high hazard area. She's raising this because it's a factor they're going to have to consider, as obviously, the proposed 42-unit addition is increasing the intensity of development within a coastal high hazard area.

Mr. Law read aloud the definition of coastal high hazard area Section 2.00.00 of the City's LDRs, and said per this definition, a coastal high hazard area is a VE or a V special flood hazard area.

Ms. West asked if the policy she's referring to in the Comprehensive Plan doesn't apply then.

Mr. Law said he's not saying that at this time, as he'd have to review the Comprehensive Plan and the proposed changes to it that are in the works right now, but a coastal high hazard area is a VE or V special flood hazard area per the definition in the LDRs.

Ms. West asked for any other Board comments or comments from the public. There were none.

VII. OLD BUSINESS

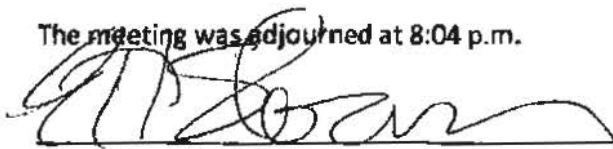
There was no old business.

VIII. BOARD COMMENT

There was no further Board comment.

IX. ADJOURNMENT

The meeting was adjourned at 8:04 p.m.



Elise Sloan, Vice-Chairperson



Lacey Pierotti, Recording Secretary

(THIS MEETING HAS BEEN RECORDED IN ITS ENTIRETY. THE RECORDING WILL BE KEPT ON FILE FOR THE REQUIRED RETENTION PERIOD. COMPLETE AUDIO/VIDEO CAN BE OBTAINED BY CONTACTING THE CITY MANAGER'S OFFICE AT 904-471-2122.)

**City of St. Augustine Beach Building and Zoning Department
Appeal of Decision Application**

2200 A1A SOUTH ST. AUGUSTINE BEACH, FLORIDA 32080

WWW.STAUGBCH.COM BLDG. & ZONING (904)471-8758 FAX (904) 471-4470

1. Legal description of the parcel for which the appeal application is being sought:
 Lot(s) 14 Block(s) 49 Subdivision 33 Kogua Cable
 Street Address 313 A Street, St Aug Bch FL 32080
2. Location (N, S, W, E): S Side of (Street Name): A Street
3. Is the property seaward of the Coastal Construction Control Line (CCCL)? Yes ☐ No ☒ (Circle one)
4. Real estate parcel identification number: 1713800000
5. Name and address of applicant: PAMELA M. M HOLCOMBE
312 A Street
6. The purpose of this application is to appeal a decision made by the: Building and Zoning Department: _____
 Comprehensive Planning and Zoning Board: X
7. The decision being appealed took the form of a: ^{Request} Variance (File No. and Date) 2019-16
 Development Order (File No. and Date) _____
 Development Requirement _____
 Land Use Determination _____
8. Please state the interests of the person(s) seeking the appeal in this specific case: _____
Pamela M. M. Holcombe (300 ft radius)
see attached appeal

9. Please state the specific error alleged to be made in the case under appeal: _____

See attached appeal

10. Please state any additional documents included with the application to support your appeal: _____

Complete Variance File

Hearing Book for Nov 19 2019 hearing

11. Please check if the following information required for submittal of the application has been included:

☐ Legal description of property

☐ List of names and addresses of all property owners within 300-foot radius

☐ First-class postage-stamped legal-size envelopes with names and addresses of all property owners within 300-foot radius *will supplement*

☐ Other documents or relevant information to be considered

12. Please check one of the following statements, whichever applies:

☐ If applicant is appealing a decision made by the **BUILDING AND ZONING DEPARTMENT:**

I hereby request an appearance before the City of St. Augustine Beach Comprehensive Planning and Zoning Board for a public hearing concerning the above-mentioned appeal.

☒ If applicant is appealing a decision made by the **COMPREHENSIVE PLANNING AND ZONING**

BOARD:

I hereby request an appearance before the City Commission of St. Augustine Beach.

In filing this application for an appeal of a decision, the undersigned acknowledges it becomes part of the official record of the Comprehensive Planning and Zoning Board or the Board of City Commissioners and does hereby certify that all information contained is true and accurate, to the best of his/her knowledge.

Signature of Applicant _____

Printed Name of Applicant DAMELA M. M. HOLCOMB Date Dec 19 2019
3:10 p.m.

Address of Applicant 312 A St St Aug Bch 3208 Phone 904 236 6247

**** Please note that if you are a resident within a development or subdivision that has covenants and restrictions, be aware that approval of this application by the City Commission does not constitute approval for variation from the covenants and restrictions.****

Appeal of Decision File #: VAR 2019-16

For appeal of decision at: 313 A Street, St. Augustine Beach
Fl. 32080

Charges

Application Fee: \$300.00 Date Paid: 12-19-2019

Legal Notice Sign: \$7.50 Date Paid: 12-19-2019

Received by PM

Date 12-19-2019

Invoice # I2000502

Check # 1372

Instructions for Applying for an Appeal of Decision

Per Section 12.00.03.B of the City of St. Augustine Beach Land Development Regulations, notice of a time and place of any required public hearing before the City Commission with respect to appeals from decisions of the Comprehensive Planning and Zoning Board shall be mailed by the Building and Zoning Department to the applicant or appellant, and to all property persons who, according to the most recent tax rolls, own property within 300 feet of the property which is the subject of the application or appeal. The list of property owners within 300 feet of the property for which the appeal application is submitted may be obtained from the St. Johns County Real Estate/Survey Department, telephone number 904-209-0804. A copy of this list, along with stamped envelopes with the names and addresses of all property owners within 300 feet of the property for which the appeal application is filed, must be submitted along with this application and the appeal application fee of \$307.50, which includes the legal notice sign fee.

Per Sections 12.06.02.12—12.06.03 of the City of St. Augustine Beach Land Development Regulations: *“A developer, an adversely affected party, or any person who appeared orally or in writing before the Comprehensive Planning and Zoning Board and asserted a position on the merits in a capacity other than as a disinterested witness, may appeal the decision on a development plan, variance, conditional use permit for a home occupation, or an appeal under Section 12.06.01 reached at the conclusion of an administrative hearing to the City Commission by filing a notice of appeal under Section 12.06.01 reached at the conclusion of an administrative hearing to the City Commission by filing a notice of appeal with the Department within thirty (30) days of the date of the decision.”* The notice of appeal shall contain a statement of the decision to be reviewed, and the date of the decision, a statement of the interest of the person(s) seeking review, and the specific error alleged as the grounds of the appeal.

Hand Delivered
on Dec 19 2019
@ 3:05 pm

Pamela M.M. Holcombe,

Appellant

Hearing of November 19, 2019
Variance File No. 2109-16

v.

Planning & Zoning Board
City of St. Augustine Beach

Appellee,

NOTICE OF APPEAL AND APPEAL

Appellant, Pamela M.M. Holcombe, pursuant to City of St. Augustine Beach Code of Ordinance Sec. 12.06.03 hereby serves this notice of appeal and appeal of the decision taken by the City of St. Augustine Beach Planning and Zoning Board (hereinafter the "Board") at its November 19, 2019, meeting with regards to the application for variance submitted by the owner of 313 A Street, Jennifer Grace Wildasin, and assigned Variance File No. 2109-16 by the City.

Statement of the decision to be reviewed, and the date of the decision.

Appellant appeals the Board's approval of the request of Wildasin to keep 8 chickens at 313 A Street which decision was taken at the Board meeting held on November 19, 2019.

A statement of the interest of the person seeking review.

Appellant owns and resides at a neighboring residence at 312 A Street within 300 feet and is entitled to notice by law.

The specific errors alleged as the grounds of the appeal.

This appeal encompasses a number of points of error with regards to the Board's decision to allow the keeping of chickens at 313 A Street (hereinafter the "Property"), including lack of procedural due process, failure to apply the correct legal standard to the application, however, the

most telling point is that Application did not a request an accommodation for “equal“ use of a dwelling under the federal or state Fair Housing Acts (hereinafter collectively referred to as the “FHA”), and rather sought a preferential use denied to non-handicapped individuals, and the request is fatally flawed as a result.

Factual and procedural background.

On October 21, 2019, Jennifer Grace Wildasin (hereinafter the “Applicant”) submitted a Variance Application to the City of St. Augustine Beach Planning and Zoning Department (hereinafter the “Department”), requesting “support animals” on the Property for her son who has been diagnosed with a range of cognitive disorders and that the family “currently keeps 8 egg laying hens that are support animals” for the disabled son. Applicant further stated that the son “uses the animals as support for his disabilities” and that the keeping of the chickens has allowed the child to take “extreme responsibility with his animals.”¹ On November 6, 2019, the Department provided a letter summary to the Board providing that the child’s doctor “states the chickens serve as emotional support animals because they help him focus, care and nurture and they are important for the child’s emotional well-being.”

The Application was noticed for hearing on November 19, 2019, and Appellant was served with notice at her home. Prior to hearing on the Application, the Department made publicly available certain documents, including the Application, public records as to the deed, survey and property appraiser records and violation details of a complaint, regarding the keeping of the chickens from a “neighbor just to the south of the property”, in which the identity of the

¹ As a former 4-H member and junior leader, Appellant is very sympathetic to the benefits of animal husbandry for all children in encouraging personal responsibility, emotional growth, and responsibility for the care of others.

complaining neighbor is not disclosed, but the complaint was not made by Appellant. The documents made available to the public totaled 13 pages and did not include medical records or the ESA prescription from the medical provider.

At the hearing, Applicant stated that she had not been aware of the City's restriction on the keeping of livestock before moving to the City, and that none of her neighbors objected to the keeping of the chickens. The Applicant obtained a "prescription" for the keeping of the chickens after the learning of the violation of the City's restrictions on the keeping of livestock. Appellant provided a written objection to the Application on public health and nuisance grounds and provided a short verbal summary of her position. During the Board's consideration of the Application, the decision was taken to reclassify the Application for a variance to a "Request" (by which Appellant presumes the Board meant a request for reasonable accommodation under the FHA which permits the use of emotional support animals in the face of restrictions on such animals under the correct circumstances). Despite the reclassification, the Board proceeded to approve the Request without the proper consideration of the factors by which a FHA request for reasonable accommodation is determined.

Summary of Grounds for Appeal

The decision of the board was erroneously taken for a number of reasons, both substantive and procedural. The Board's decision was in error in failing to correctly apply the law relating to requests for ESAs and the City's failure to use proper procedural safeguards deprived Appellant of the ability to properly address the issues presented in the Request and of procedural due process.

The Board failed to apply the correct legal standards to the Request as it failed to consider the necessary elements of a request for reasonable accommodation under the FHA. First, and most critically, the Application/Request was, and is, fatally flawed, in that it requested *preferential use*

of the Property rather than a reasonable accommodation to allow the child *equal use* of a dwelling in the same manner as a non-disabled child. It further appears that the medical prescription issue does not qualify as a reasonable accommodation under the FHA, as neither the medical records nor the prescription relate in any fashion to the child's inability to equal use and enjoyment of the dwelling, rather the prescription provides that the activity of chicken keeping is helpful for the child's emotional and mental development.

The procedure used in approving the Request failed to provide Appellant with due process in that the Department failed to provide the necessary documentation to fully inform Appellant of the grounds for challenge to the Application and that due process should have necessitated the resetting of the matter for reconsideration at a later meeting after the Board decided to reclassify the Application to a Request.

Failure to apply the FHA's correct legal standard.

The federal Fair Housing Act² protects a person with a disability from discrimination in obtaining housing. Under this law, a landlord or homeowner's association must provide reasonable accommodation to people with disabilities so that they have an *equal opportunity* to enjoy and use a dwelling. 42 U.S.C. § 3604(f)(3)(B). The very nature of the Request asks for *preferential, not equal*, opportunity to enjoy and use the dwelling, thus does not fall under the FHA's protection as a reasonable request for accommodation.

² The Florida Fair Housing Act mirrors the protections provided in the federal FHA. Florida statute 760.23(9) protects against discrimination against: "(a) A refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; or (b) A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person *equal opportunity* to use and enjoy a dwelling." (*emphasis added*).

Unfortunately, the on the spot change from a variance Application to a Request ensued after much discussion by the Board of the issue as it related to hardship and other legal standards by which a variance is properly considered. The Board spent very little time considering whether this was a proper request for a reasonable accommodation under the FHA. Furthermore, the Board appeared to assume that staff ensuring that the doctor was in fact treating the child was dispositive of the validity of the ESA request, where it is actually only the beginning of the permissible inquiry as to whether the accommodation is reasonable under the FHA. Doubtless, Applicant's failure to make her request in the proper legal avenue handicapped the Board's ability to analyze the issues presented under the correct legal standard. Only Board Member Sloan even began to address the factors necessary to determine whether the Applicant's request for accommodation would be considered legitimate and reasonable under the FHA. As a result of its failure to apply the correct legal standard, the Board reached an erroneous decision to allow Applicant's Request for reasonable accommodation.

The Request is fatally flawed as it exceeds the scope of the FHA's protection.

The federal Fair Housing Act (FHA) protects a person with a disability from discrimination in obtaining or using housing. Under this law, reasonable accommodation must be provided to people with disabilities so that they have an *equal opportunity to enjoy and use a dwelling*. 42 U.S.C. § 3604(f)(3)(B) (*emphasis added*). The very nature of the Request at issue asks for a *preferential, not equal*, opportunity to enjoy and use the dwelling, thus, by its own nature, does not fall under the FHA's protection as a reasonable request for accommodation.

There is no doubt that the use of emotional support animals (“ESAs”) may qualify as reasonable accommodations under the FHA.³ If an individual with a disability uses a service animal or an ESA, a reasonable accommodation under the FHA may include waiving no-pet rules or a pet deposit or other restrictions that apply to non-disabled individuals.⁴ What the FHA does not provide is the extension of “a preference to handicapped residents,” *United States v. California Mobile Home Park Management Co.*, 29 F.3d 1413, 1418 (9th Cir. 1994). Furthermore, “accommodations that go beyond affording a handicapped [person] ‘an equal opportunity to use and enjoy a dwelling’ are not required by the Act.” *Hubbard v. Samson Management Corp.*, 994 F. Supp. 187, 191 (S.D.N.Y. 1998) (quoting *Bryant Woods Inn, Inc. v. Howard County*, 124 F.3d 597, 605 (4th Cir. 1997)).

In this case, the Applicant’s Request is not for equal treatment under the FHA but for preferential treatment to allow the child to engage in a use of the Property, chicken keeping, a use denied to other non-disabled child, and not for equal use of the dwelling unit.

The doctor’s note does not properly prescribe an ESA as contemplated by the FHA.

As noted above, the Board failed to inquire as to the nature of the disability and how the use of the ESA would ameliorate any limitation on the child’s *equal use* of the Property. The Board instead appeared to rely on the fact that Department staff had verified that the prescription was written by a treating physician, however, that is only the beginning of the inquiry under the FHA.

³ *Fair Housing of the Dakotas, Inc. v. Goldmark Prop. Mgmt., Inc.*, 3:09-cv-58 (D.N.D. Mar. 30, 2011): “... the FHA encompasses all types of assistance animals regardless of training, including those that ameliorate a physical disability and those that ameliorate a mental disability.”

⁴ See *Bronk v. Ineichen*, 54 F.3d 425, 428-429 (7th Cir. 1995).

An individual who requests a FHA reasonable accommodation for an ESA may be asked to provide documentation so that request may be properly reviewed for reasonableness and the scope of accommodation is not unlimited.⁵ It is important to keep in mind that these FHA protections only apply to an accommodation as to the applicant's ability to equal use and enjoyment of the dwelling unit.

The doctor's note from Naveet K. Grewal, M.D., dated October 16, 2019, (hereinafter the "Prescription") advises that caring for chickens assists the child to "focus, care and nurture" and that the chickens are important for the child's "emotional well-being". And as correctly noted by Board Member Sloan, the Prescription is, in all actuality, a directive for the child to engage in an activity, chicken keeping, which is helpful to the child's emotional development, rather than for a particular ESA. While this is certainly a laudable goal, it is clear that this Prescription is not for the purpose of allowing the child to enjoy the equal use and enjoyment of the Property. Furthermore, the very detailed three pages of medical notes describing the child's deficits are devoid of any mention that the child's disability prevents him in any way from equal use and enjoyment of his housing. As a practical matter, the child can engage in the activity of chicken keeping at a location where it is not prohibited, and Appellant is very sympathetic to the developmental benefits of animal husbandry for all children. Finally, as noted by Board Member Sloan, there are a range of animals that are permitted to be kept at the Property, and presumably, the act of caring for other such animals, a use permitted to other non-disabled children, would serve a similar function to support the child's emotional well-being.

⁵ *Hawn v. Shoreline Towers Phase 1 Condominium Association, Inc.*, 347 Fed. Appx. 464 (11th Cir. 2009).

The prescription does not prescribe the use of an ESA that is in any way related to an accommodation to allow the child equal use of the dwelling as a non-disabled child. Therefore, the ESA Prescription does not fall within the reasonable accommodation protections of the FHA.

LACK OF PROCEDURAL DUE PROCESS

The procedure that was followed with regards to this particular variance application failed to provide procedural due process to Appellant for more than one reason, including the failure to provide complete documentation relating to the request and the Board's decision to change the nature of the submission from a variance Application to a "Request" at hearing without setting the matter over to a later hearing with proper notice.

Failure to provide the public with complete information.

The agenda and publicly available information relating to the Variance Application failed to include complete documentation regarding the request, most notably omitting the October 16, 2019 doctor's note that forms the purported "prescription" for the ESA and the supporting medical documentation from Nemours. The omitted documents were material and directly relevant to the request.⁶ The omitted information is critical to determining whether the Applicant's request accommodation for an ESA falls within the protections of the FHA. Failure to provide that complete information prior to the Board meeting and decision deprived Appellant of the ability to respond to legal issues and deficiencies raised in the variance application.

Failure to reschedule the matter for subsequent hearing.

The Board's choice to make an "on the spot" change from the properly noticed variance Application to a "request" without resetting the item to a future agenda for consideration as a

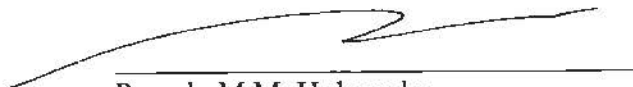
⁶ Appellant appreciates that the documents may have been omitted by the Department due to a good faith, but misguided, concern over protection of health care information.

“request”, failed to provide basic procedural due process to Appellant or others who may have wish to respond to the Request. Appellant does not dispute that the proper avenue for Applicant was to make a “reasonable request for accommodation” under the FHA and that such requests should not incur a fee. Failure to provide proper notice of the change in the nature of the application, and allow Appellant or others to respond, deprived Appellant of procedural due process.

CONCLUSION

Based upon the foregoing, the Board’s decision to approve the Request should be reversed and the Applicant’s Request should denied as a matter of law as the Request is fatally flawed as the accommodation requested is for preferential, and not equal, use of the dwelling and is not properly supported as required by the FHA. At a minimum, the Request should be remanded to the Board for rehearing and reconsideration, with proper notice, publication of documents and opportunity for the application of the correct legal standards.

Respectfully submitted this 19th day of December, 2019.



Pamela M.M. Holcombe
312 A Street
St Augustine Beach, FL 32020
pmmholcombe@outlook.com

CERTIFICATE OF SERVICE

On this 19th day of December, 2019, a True and accurate copy of the foregoing was hand delivered to the Building and Zoning Department of the City of St. Augustine Beach, 2200 A1A South, Florida, 32020.



Pamela M.M. Holcombe

CITY OF ST. AUGUSTINE BEACH2200 A1A South
St. Augustine, FL 32080**INVOICE #**

I2000502

ACCOUNT ID: HOLCO005 PIN: 067677

INVOICE DATE: 12/19/19

DUE DATE: 01/18/20

HOLCOMBE, PAMELA
312 A STREET
ST. AUGUSTINE, FL 32080
USA**PERMIT INFORMATION**

APPLICATION ID: 1085

LOCATION: 313 A ST

OWNER: WILDASIN, JENNIFER GRACE

QUANTITY/UNIT	SERVICE ID	DESCRIPTION	UNIT PRICE	AMOUNT
		Permit App Id: 1085		
1.0000	PZ ADVER	Advertising Sign zoning Permit App Id: 1085	7.500000	7.50
1.0000	PZ APPEA	Appeal Permit App Id: 1085	300.000000	300.00
			TOTAL DUE:	<u>\$ 307.50</u>

PAYMENT COUPON - PLEASE DETACH AND RETURN THIS PORTION ALONG WITH YOUR PAYMENTCITY OF ST. AUGUSTINE BEACH
2200 A1A South
St. Augustine, FL 32080INVOICE #: I2000502
DESCRIPTION: Permit App Id: 1085
ACCOUNT ID: HOLCO005 PIN: 067677
DUE DATE: 01/18/20
TOTAL DUE: \$ 307.50HOLCOMBE, PAMELA
312 A STREET
ST. AUGUSTINE, FL 32080
USA

CITY OF ST. AUGUSTINE BEACH

Date: 12/19/2019 Time: 05:13 PM

Invoice Payment

Customer: HOLC0005
Name: HOLCOMBE, PAMELA

Invoice: I2000502
Permit App Id: 1085
Item 1 7.50
Advertising Sign zoning
Item 2 300.00
Appeal

307.50

Chk#: 1372
Batch Id: BL122019
Ref Num: 810 Seq: 1 to 2


Cash Amount: 0.00
Check Amount: 307.50
Credit Amount: 0.00

Total: 307.50

Thank You for your payment!

MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: January 23, 2020

SUBJECT: Ordinance 20-01, Public Hearing and Final Reading: Restricting Micromobility Devices in Certain Areas and on Sidewalks

INTRODUCTION

You reviewed Ordinance 20-01 at your January 14 special meeting. After discussion, you passed it on first reading with changes. The City Attorney has incorporated the changes in the draft that has been advertised for a public hearing and final reading at your February 3rd meeting.

Attached is the following:

- a. Pages 1-2, the minutes of that part of your January 14th meeting when you passed Ordinance 20-01 on first reading.
- b. Pages 3-9, the Ordinance with the changes you approved at your January meeting.

ACTION REQUESTED

It is that you hold the public hearing and pass Ordinance 20-01 on its second and final reading.

I. OLD BUSINESS

6. Ordinance 20-01, First Reading: Restricting Shared Mobility Devices in Certain Areas and on Sidewalks (Presenter: Jim Wilson, City Attorney)

Mayor England introduced Item 6 and asked City Attorney Wilson for his report.

City Attorney Wilson reported that the Commission requested an ordinance to prohibit shared mobility devices to keep them from being left on the City's sidewalks. He explained that the City can prohibit that kind of business but can't prohibit private use of mobility devices. He commented that these devices are starting to become more common. He tried to keep the devices off the sidewalks but cannot prohibit the devices within the City. He then read the title of Ordinance 20-01.

Mayor England advised that on page 3 and 7 "Beach" needs to be added to St. Augustine, the numbering of the ordinance pages needs to be changed and the sections skips from 66 to 69.

City Attorney Wilson advised that the pages got which, but the sections are correct.

Commissioner Samora asked if bicycles should also be on the sidewalks.

City Attorney Wilson advised that bicycles could be used on the sidewalks and his intent was not to change anything regarding regular bicycles.

Commissioner Samora questioned page 6, Section 19-66, Subsection (b) (2), shows that bicycles were restricted from the sidewalks.

Vice Mayor Kostka advised that it should read (2) "Electric bicycles or motorized bicycles;"

Discussion ensued regarding having the same language as the Florida State Statutes under the bicycle laws; and there is no bicycle lane on A1A Beach Boulevard; not allowing a company to have motorized bicycles in the City.

Mayor England asked if Section 19-66 (a) which says sidewalks would only be allowed by non-motorized devices except for listed items, but in Section 19-66 (a) (2) the City Manager can designate the shared use paths.

City Attorney Wilson advised that the City does not have any designated shared paths that he was aware of. He commented that Mickler Boulevard and Pope Road does have bike paths. He explained that throughout the City at this point everything could be a shared use path, but it does give the City Manager the option to restrict a bike path.

Commissioner Rumrell advised that some parts of the ordinance say Segway and others says mobility devices.

City Attorney Wilson explained that that is how it is described in the Florida Statutes.

Commissioner Rumrell asked to increase the fee from \$25 to \$100 because of the time it takes for the police to be dispatched and have the bicycle impounded.

Discussion ensued regarding the fee being \$25 or \$100; making it consistent with the parking fees; the fee only applies to mobility devices; owner of the mobility devices would be fined; police agreed to \$25 fee, which is consistent with the area; police knows the kids in the community; and micromobility devices is the new term.

Police Chief Hardwick advised to be consistent with the Florida Statutes, micromobility devices must be used as the language not mobility.

The Commission agreed to change all language in the ordinance to micromobility device or devices and to change Section 19-66 (4).

Mayor England opened the Public Comments section. The following addressed the Commission:

Ed Slavin, P.O. Box 3084, St. Augustine Beach, FL, agreed with the ordinance and feels micromobility devices are unsafe.

Mayor England closed the Public Comments section and asked for Commission discussion.

Mayor England asked for a motion.

Motion: to approve Ordinance 20-01 for First Reading with the following corrections: 1) correct the page numbering; 2) insert St. Augustine Beach on page 3; and 3) that we add as appropriate micromobility in Section 19-66. **Moved by** Mayor England, **Seconded by** Commissioner George. Motion passed unanimously.

ORDINANCE NO. 20-01

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, CREATING ARTICLE IV OF CHAPTER 19 OF THE CODE OF THE CITY OF ST. AUGUSTINE BEACH; PROVIDING DEFINITIONS; RESTRICTING CERTAIN VEHICLES IN CERTAIN AREAS AND SIDEWALKS OF THE CITY; PROVIDING REGULATIONS RELATING TO THE CITY'S PUBLIC PROVIDING PENALTIES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE BEACH; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, § 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, St. Johns County receives over 6 million visitors per year, many of which come to downtown St. Augustine Beach; and

WHEREAS, the City of St. Augustine Beach welcomes countless visitors per year into a small and dense space with limited public space, parking, and mobility options; and

WHEREAS, the City of St. Augustine Beach has limited parking and space on City rights-of-way; and

WHEREAS, the City of St. Augustine Beach is committed to keeping the City accessible for the mobility-impaired; and

WHEREAS, the City of St. Augustine Beach strives to keep the City rights-of-way compliant with the Americans with Disabilities Act (ADA) and other federal and state regulations; and

WHEREAS, the City of St. Augustine Beach is subject to the Florida Uniform Traffic Control Law; and

WHEREAS, the City of St. Augustine Beach has a significant interest in ensuring the public safety and order and in promoting the free flow of pedestrian traffic in city parks, streets, and sidewalks.

WHEREAS, bicycles and dockless shared mobility devices left unattended and parked or leaned on walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the City of St. Augustine Beach has a significant interest in promoting the safety and convenience of its citizens on public streets and rights-of-way; and

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the Florida Uniform Traffic Control Law gives bicycles the same rights and duties applicable to the driver of any other vehicle on city streets, with limited exception. *Section 316.2065(1), Florida Statutes*; and

WHEREAS, in some instances, bicycles that are propelled by human power and not motors may be compatible with pedestrians on sidewalks; and

WHEREAS, the Florida Uniform Traffic Control Law gives cities the power to regulate the operation of bicycles with the reasonable exercise of police power. *Section 316.008(1)(h), Florida Statutes*; and

WHEREAS, the Florida Uniform Traffic Control Law allows electric personal assistive mobility devices, also known as Segways, to operate: on streets where the speed limit is 25 miles per hour or less; on marked bicycle paths; on any street or road where bicycles are permitted; and on sidewalks, as long as the Segway operator yields to pedestrians. *Section 316.2068, Florida Statutes*; and

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to regulate the operation of Segways on any road, street, sidewalk, or bicycle path under its jurisdiction if the governing body of the municipality determines that the regulation is necessary in the interest of safety; *Section 316.2068, Florida Statutes*; and

WHEREAS, the City of St. Augustine Beach finds that the operation of Segways on narrow sidewalks hinders ADA mobility and the potential for collisions or accidents caused by people attempting to avoid collisions can be unsafe for pedestrians and those who rely on ADA devices for mobility; and

WHEREAS, the City of St. Augustine Beach finds that abandoned shared mobility devices in the public areas of the city presents a serious threat to the public health, safety, or welfare of the visitors and residents of the city; and

WHEREAS, the City Commission for the City of St. Augustine Beach finds that it is in the best interest of public health, safety, and general welfare that the following amendments be adopted consistent with the requirements of Section 166.021(4), Florida Statutes;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Chapter 19, Article IV, Public Sidewalks and Walkways, is hereby created, as follows:

Sec. 19-65 - Definitions.

The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section. The definitions in F.S. ch. 316 apply to this chapter and are hereby incorporated by reference.

- (a) *Curb or curbline.* The lateral boundaries of that portion of the street designated for the use of vehicles, whether marked by concrete curbing or curbstones, or not so marked.

(b) Pedestrian only shall be defined as including:

- (1) **Pedestrians**, which shall include people using wheelchairs or other ADA-compliant devices;
 - (2) **Authorized government personnel vehicles**;
 - (3) **Devices utilized to provide mobility assistance to handicapped or disabled persons consistent with the Americans with Disabilities Act (ADA); or**
 - (4) **Permitted construction or maintenance vehicles as necessary.**
- (c) *Shared mobility device.* A vehicle other than a motor vehicle, as defined by ch. 316, F.S., such as, but not limited to, a bicycle, motorized or electronic scooters (e-scooters), or another similar device, which may be colloquially known as a micromobility device, that is owned by a person other than the person that is utilizing the device, and intended for rental on a short-term, per-ride basis, as part of a shared mobility device program.
- (d) *Shared mobility device program.* A program in which shared mobility devices or micromobility devices are made available for shared use to individuals on a short-term, per ride basis at no cost or for a fee. This definition does not include rentals that are rented from a fixed location where the renter signs a lease for use of a vehicle for a fixed term.

Sec. 19-66. - Use of sidewalks and certain other rights-of-way.

- (a) All public sidewalks, pedestrian pathways, courtyards, arcades, promenades, seawalls, and boardwalks shall be only available for use by pedestrians or non-motorized or non-electric bicycles except for the following:
- (1) Those areas under the control of the federal government or the state of Florida, Department of Transportation (FDOT), in which cases, those regulations shall apply;
 - (2) Shared use paths, as designated by the City Manager, and marked by signage, shall be open to all restricted vehicles or devices; and
 - (3) Sidewalks that are at least 8 feet wide.
- (b) Restricted vehicles or devices shall include:
- (1) Electronic Personal Assistive Mobility Devices, regulated pursuant to s. 316.2068, F.S., colloquially known as Segways;

- (2) Bicycles, including, but not limited to, electric bicycles or motorized bicycles;
 - (3) Push scooters, roller skates, rollerblades, inline skates, skateboards, and other similar devices without any motorized parts; and
 - (4) Electronic, motorized scooters or micromobility devices (hereinafter referred to as e-scooters), as defined by the Florida Uniform Traffic Control Law.
- (c) Prohibited vehicles or devices shall include:
- (1) Shared mobility devices or micromobility devices, unless operating on motor vehicle traffic lanes where allowed by the Florida Uniform Traffic Control Law;
- (d) If any restricted vehicle or device is specifically permitted to be used on sidewalks or other rights-of-way controlled by the state or federal government and allowed by the Florida Uniform Traffic Control Law (FUTCL), it shall not be a violation of this chapter to do so, notwithstanding the above provisions. Individuals utilizing mobility devices pursuant to the Americans with Disabilities Act (ADA) may operate those devices on any city street, sidewalk, or walkway.
- (e) Any restricted vehicles or devices left unattended on public property, including in parks and rights-of-way of the FDOT or the City of St. Augustine Beach may be impounded by the Chief of Police or his or her designee. A restricted vehicle or device is not considered unattended if it is secured in a designated bicycle parking area or another location or device intended for the purpose of securing such devices.

Sec. 19-67 - Operation of a shared mobility device program.

- (a) As used in this article, the "operator" of a shared mobility device program is the owner or the owner's agent of a shared mobility program. No operator of a shared mobility device program shall display, offer, or make available for rent any shared mobility device within the city.

Sec. 19-68 - Impounding.

- (a) Any shared mobility device or micromobility device left unattended on public property, including in parks and rights-of-way of the FDOT or the City of St. Augustine Beach may be impounded by the Chief of Police or his or her designee. A shared mobility device is not considered unattended if it is secured in a designated bicycle parking area.
- (b) The owner of the shared mobility device or micromobility device or the operator shall pay a \$25 fee to the St. Augustine Beach Police

Department to retrieve the device, in order to offset the administrative expense of impounding and storing the device. This fee is in addition to any other fee or penalty that may be applied for any underlying violation of this article.

- (c) The city shall comply with the lost or abandoned property provisions found in ch. 705, F.S. Additional courtesy holds may be granted at the discretion of the Chief of Police.

Sec. 19-69 - Enforcement and penalties.

- (a) Enforcement. Violations of this article shall be enforced as non-criminal infractions of city ordinances.

- (b) Penalties.

The amount of penalties for violations of this article shall be as provided for in Section 1-9 of this code, as amended from time to time.

Section 5. Inclusion in Code. The City Commission intends that the provisions of this Ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this Ordinance may be re-numbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 6. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Severance of Invalid Provisions. In the event that any section, subsection, sentence, clause, phrase, word, term or provision of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly invalid, unconstitutional or unenforceable or involved for any reason whatsoever, any such invalidity, unconstitutionality, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, unconstitutional, illegal, or unenforceable section, subsection, sentence, clause, phrase, word, term or provision did not exist.

Section 8. Effective Date. This Ordinance shall become effective immediately upon passage.

PASSED by the City Commission of the City of St. Augustine, Florida, this
_____ day of _____, 2019.

Margaret England, Mayor

ATTEST:

Max Royle, City Manager

(SEAL)

First reading: _____

Second reading: _____

MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager *er df*

DATE: January 22, 2020

SUBJECT: Ordinance 20-02, First Public Hearing and Second Reading: to Adopt Changes to the Land Development Regulations

You reviewed the proposed changes at your January 14th continuation meeting when you passed Ordinance 20-02 on first reading. At that meeting there were no public comments about the changes, and no questions or suggestions from the Commission.

The Comprehensive Planning & Zoning Board reviewed the Ordinance at its January 21, 2020, meeting, and recommended by a 7-0 vote that it be approved. The Board's motion and vote is stated in the attached memo from the Building Department's Executive Assistant, Ms. Bonnie Miller.

Ordinance 20-02 has now been scheduled for its first public hearing and second reading at your February 3rd meeting.

MEMO

To: Max Royle, City Manager
From: Bonnie Miller, Executive Assistant
Subject: Ordinance No. 20-02
Date: Wednesday, January 22, 2020

Please be advised at its regular monthly meeting held Tuesday, January 21, 2020, the City of St. Augustine Beach Comprehensive Planning and Zoning Board voted unanimously to recommend the City Commission approve passage of Ordinance No. 20-02 on final reading.

Passed on first reading by the City Commission at the continuation of its regular monthly meeting of January 6, 2020 continued to January 14, 2020, Ordinance No. 20-02 amends Section 3.02.02.01, Mixed Use Districts; Section 3.09.00, Transient Lodging Establishments Within Medium Density Land Use Districts; Section 4.00.06, Annual Report; Section 5.01.03, Replacement and Mitigation; Section 6.01.02, Impervious Surface Coverage; and Section 6.01.03.B, Building Setback Requirements, of the City of St. Augustine Beach Land Development Regulations (LDRs).

The motion to recommend the City Commission approve passage of Ordinance No. 20-02 as drafted was made by Ms. Odom, seconded by Mr. Einheuser, and passed 7-0 by the Board by unanimous voice-vote.

City of St. Augustine Beach Building and Zoning Department

2200 A1A SOUTH ST. AUGUSTINE BEACH, FLORIDA 32080

WWW.STAUGBCH.COM

BLDG. & ZONING (904) 471-8758 FAX (904) 471-4470

To: Max Royle
From: Brian Law
CC:
Date: 12-23-2019
Re: Proposed Code Changes and Ordinance

Max

Please see the attached code changes that the City Commission reviewed at the December 2 meeting, included is the proposed ordinance. The code changes are still displaying the strike throughs for the Commissions review.

Sincerely

Brian Law

Brian Law CBO, CFM, MCP
Director of Building and Zoning

8. Changes to the Land Development Regulations: Continuation of Discussion (Presenter: Brian Law, Building Official)

Mayor George introduced Item 9 and asked Building Official Law for a staff report.

Building Official Law advised the setbacks are not included in this draft and explained the proposed changes to the Commission.

Mayor George asked if the language on paragraph A regarding the trellis should be increased to the height.

Building Official Law suggested getting rid of that language and just say "not to exceed the height of the primary structure" and the same thing on paragraph B.

After discussion, the Commission agreed to paragraph A and B suggested language changes proposed by Building Official Law.

Discussion ensued regarding the calculations for Impervious Surfaces Ratio (ISR) regarding a pool or pool decking in the City's Low Density District.

Mayor George asked Building Official Law if the property owners would automatically receive 465 square feet without any consideration of the ISR.

Building Official Law said only for a pool and pool decking; however, if the property owner wanted a larger pool, they could take away from the driveway to meet the ISR.

Mayor George asked how they calculate the pool decking.

Building Official Law advised that it is shown on the drawings with the pool. He advised that the Comprehensive Planning and Zoning Board did recommend decreasing low density ISR to 50% and this would be more restrictive than what they recommended.

Discussion ensued regarding whether the Commission would need an annual building report; what items the new building system can track; whether the City tracks flood damage; and whether the new system started tracking this year or was previous years inputted.

It was the consensus of the Commission that an annual report would not have to be done for the Commission, but if the Commission wants any report that the Building Department is tracking, he would be able to supply it to them.

Mayor George opened the Public Comments section. Being none, Mayor George closed the Public Comments section and asked for any further Commission discussion.

Building Official Law asked if the Commission would direct City Attorney Wilson to update this ordinance and bring it back to the Commission on January 6, 2020, regular Commission meeting.

Mayor George advised that on the conditional use permits the City should track how many were granted, have better controls in the code on how many transient rentals are being built on commercial lots, whether the City needs restrictive language or criteria that gives the Commission more protection if the Commission turns down an application for residential structures being built on commercial lots. She asked City Attorney Wilson if a numbered cap could be put on residential structures on commercial lots.

Building Official Law advised that the Building Department can do reports on conditional

use permits that are single-family structures and outside food consumption or seating, and list when the expiration dates will be so the property owner could be called to renew their conditional use permit. He explained that the Commission will be able to make better decisions, if they have more information.

Vice Mayor England suggested having a workshop to discuss where residential lots could be considered on A1A Beach Boulevard or where commercial lots should be maintained as commercial. She would like to have clear criteria that the Commission can follow in order to protect the Commission if any are denied.

Building Official Law commented that he can research all the vacate properties on St. Johns County GIS system that are zoned commercial and can get that to the Commission.

Vice Mayor England asked to bring the setback issue regarding small lots back to the Commission for a future agenda.

Building Official Law advised that his recommendation would be that the 50 x 73 size lots would have 7.5 feet setbacks for more flexibility. He explained that rear setbacks should be 20 feet City wide because it gives the designers more flexibility to move the house around trees.

Vice Mayor England advised that the property owner would still have to go for a variance in order to save trees.

Building Official Law advised that there is a flexible setback that the property owner can go to the Comprehensive Planning and Zoning Board for a variance at no charge in order to save trees.

Commissioner Kostka agreed with a workshop and requested to discuss transient rentals at the same time.

Mayor George asked City Manager Royle to include it in his memo and when to consider this to come back up to the Commission.

Commissioner Samora suggested a joint workshop with the Comprehensive Planning and Zoning Board on these items.

Building Official Law advised that the mixed-use district is not defined in the Comprehensive Plan and he would have to define it anyways. He explained that the Vision Plan may have discussed it, but he would like the Boulevard from Pope Road to F Street. He advised that he will start working on that to bring back to the Commission in February and it will be on both sides of A1A Beach Boulevard.

Mayor George asked by defining the mixed-use district, what would it do to those lots.

Building Official Law advised the mixed-use district has its own set of codes. He explained that a mixed-use property could be a residential house in a commercial sector or a business in a commercial sector or a business and residence in a commercial sector, so it has its own set of rules. The construction of any single-family residence, regardless of what the mixed-use requirements say, still needs a conditional use permit in the commercial sector.

Mayor George asked if it would apply to the overlay district and advised that it could be done several ways depending on what the property owner wants to accomplish.

Building Official Law advised yes. The Overlay District proposes a more pedestrian friendly front. He explained that the concept is good but was never finished.

Vice Mayor England said that it sounds like the Commission wants to update the Vision Plan. Building Official Law advised that he will bring information back to the Commission in February 2020.

Mayor George opened the Public Comments section. Being none, Mayor George closed the Public Comments section.

Mayor George requested City Attorney Wilson to prepare a proposed ordinance and bring back in January 2020.

Sec. 3.02.02.01. - Mixed use districts.

- D. ~~Mixed use size limits. The minimum lot area for mixed use is eight thousand five hundred (8,500) square feet unless approved by variance after application to the City of St. Augustine Beach Planning and Zoning Board.~~ The minimum floor area for a mixed use structure is eight hundred (800) square feet or twenty-five (25) percent of the lot area (whichever is greater) for lots with street frontage of fifty (50) feet width or more. For fifty (50) feet or less, street frontage, the minimum floor area is twenty (20) percent of the lot area.
- K. ~~Signage. All signage, ground and wall signs shall be subject to the City of St. Augustine Beach Land Development Regulations Article VIII, approval from the planning and zoning board within the mixed use districts. Ground signs shall have ground lighting illumination or back lit illumination, wall signs will be allowed to be back lit with the proposed intensity of the illumination being subject to approval by the planning and zoning board. No exposed neon shall be allowed. The use of metal supports is discouraged with wood or masonry products being encouraged.~~
-

Sec. 3.09.00. - Transient lodging establishments within medium density land use districts.

- F. Inspections, noncompliance inspection fee. Complaint driven or inspector initiated inspections of properties subject to this ordinance shall be conducted by the city each year to ensure that such properties are in compliance with provisions of adopted codes. However, this provision shall not be interpreted as authorizing the city to conduct inspections of property without the consent of the owner or the occupant or without a warrant.

~~The City Manager or designee shall assess a fee of forty dollars (\$40.00) (included with the application fee) for the initial inspection and the follow-up inspection if required. If the inspection reflects three (3) or more violations at the time of follow-up inspection, an additional fee of fifty dollars (\$50.00) shall be made for any required reinspection, as per the City Fee Schedule.~~

Sec. 4.00.06. - ~~Annual report. Reserved~~

~~A. Contents. The city shall prepare an annual report that includes:~~

- ~~1. A summary of actual development activity, including a summary of certificates of occupancy, indicating quantity of development represented by type and square footage.~~
- ~~2. A summary of building permit activity, indicating:~~
 - ~~a. Those that expired without commencing construction;~~
 - ~~b. Those that are active at the time of the report;~~
 - ~~c. The quantity of development represented by the outstanding building permits;~~
 - ~~d. Those that result from final development orders issued prior to the adoption of this Code; and~~
 - ~~e. Those that result from final development orders issued pursuant to the requirements of this Code.~~
- ~~3. A summary of preliminary development orders issued, indicating:~~
 - ~~a. Those that expired without subsequent final development orders;~~
 - ~~b. Those that are valid at the time of the report; and~~
 - ~~c. The phases and quantity of development represented by the outstanding preliminary development orders.~~
- ~~4. A summary of final development orders issued, indicating:~~

- ~~a. Those that expired without subsequent building permits;~~
- ~~b. Those that were completed during the reporting period;~~
- ~~c. Those that are valid at the time of the report but do have associated building permits or construction activity; and~~
- ~~d. The phases and quantity of development represented by the outstanding final development orders.~~
- ~~5. An evaluation of each facility and service indicating:~~
 - ~~a. The capacity available for each at the beginning of the reporting period and the end of the reporting period;~~
 - ~~b. The portion of the available capacity held for valid preliminary and final development orders;~~
 - ~~c. A comparison of the actual capacity to calculated capacity resulting from approved preliminary development orders and final development orders;~~
 - ~~d. The status of all interlocal agreements with St. Johns County concerning provision of public facilities and services.~~
 - ~~e. A comparison of actual capacity and levels of service to adopted levels of service from the St. Augustine Beach Comprehensive Plan.~~
 - ~~f. A forecast of the capacity for each based upon the most recently updated schedule of proposed improvements.~~
- ~~B. Use of the annual report. The annual report shall propose capacity and levels of service of public facilities for the purpose of issuing development orders during the twelve (12) months following completion of the annual report.~~

~~(Ord. No. 91-7, § 2)~~

Sec. 5.01.03. – Replacement and mitigation

- B. City Tree and Landscape Fund. A dedicated financial fund shall be created under the authority of this Code to receive payments described above when Protected Trees are not replaced after removal. The funds paid as a result of tree removal shall be distributed as follows: 75% to the Tree and Landscape Fund with the remaining 25% to the Building and Zoning Department. Expenditures of the Tree and Landscape Fund occur after recommendation from the Public Works Director and approval by the City Commissioners in advance of the expenditure for the following projects:
 - 1. City construction and capital improvements limited to Tree and landscaping costs including equipment, installation, and irrigation.
 - 2. Beautification limited to the cost of Trees, landscaping requirement and installation of the beautification project. Where funds are used to plant trees in the plazas or City road right of way, funds may also be used to fund design by a Registered Landscape Architect.
 - 3. Conservation or natural preserve protection.
 - 4. The construction and maintenance of structures and landscaping in city owned parks.

Sec. 6.01.02. - Impervious surface coverage.

D. Table of impervious surface ratios.

Land Use District	Maximum Impervious Surface Ratio ¹
Low density residential	0.40*
Medium density residential	0.50
High density residential	0.70
Commercial	0.70

¹ The maximum impervious surface ratio is given for each district, regardless of the type of use proposed and allowable pursuant to Article III.

* In Low Density Residential land use district a 465 square feet allowance shall be provided for the construction and installation of a pool and pool decking only.

Sec. 6.01.03. - Building setback requirements.

B. Minimum setbacks for non-structural components of a structure.

2. Auxiliary structures:

- a. This applies to features such as open air arbors, trellises and free standing tiki bars that do not exceed ~~twelve~~eight (128) feet in height. These structures ~~can be placed within five (5) feet of the rear and side setbacks. Tiki Bars are not allowed in front yards. Open air arbors and trellises are allowed in the front setback not exceeding five (5) feet from the main structure setback area shall have a minimum setback of five (5) feet from the rear and side lot lines. Tiki bars are not allowed in front yards.~~
- b. Screen rooms and patio covers are allowed to encroach a maximum of ten (10) feet into the rear yard setback providing the roof line for the enclosure does not exceed ~~twelve~~nine (129) feet in height and the addition to new or existing construction does not exceed the allowed impervious surface coverage as specified in the City's Land Development Regulations. The screen room shall comply with the allowed side setbacks as established by these Land Development Regulations.

ORDINANCE NO. 20 - 02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODES OF THE CITY AS CONTAINED WITHIN ARTICLE III, LAND USE TYPE, DENSITY, INTENSITY; ARTICLE IV, CONSISTENCY AND CONCURRENCY DETERMINATIONS; ARTICLE V, RESOURCE PROTECTION; ARTICLE VI, RELATING TO DEVELOPMENT DESIGN AND IMPROVEMENT STANDARDS; BUILDING SETBACK REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH FLORIDA:

Section 1 Article III of the Land Development Regulations of the City of St. Augustine Beach, Land Use Type, Density, Intensity, Section 3.02.02.01, Mixed Use Districts, is hereby amended as set forth in Exhibit 1, as attached hereto and incorporated into the Land Development Code herein by reference.

Section 2 Article III of the Land Development Regulations of the City of St. Augustine Beach, Land Use Type, Density, Intensity, Section 3.09.00, Transient lodging establishments within medium density land use districts, is hereby amended as set forth in Exhibit 1, as attached hereto and incorporated into the Land Development Code herein by reference.

Section 3 Article IV of the Land Development Regulations of the City of St. Augustine Beach, Consistency and Concurrence Determinations, Section 4.00.06 Annual Report, is hereby amended as set forth in Exhibit 1, as attached hereto and incorporated into the Land Development Code herein by reference.

Section 4 Article V, Resource Protection, of the Land Development Regulations of the City of St. Augustine Beach, Section 5.01.03, Replacement and Mitigation, is hereby amended as set forth in Exhibit 1 and incorporated into the Land Development Code herein by reference.

Section 5 Article VI of the Land Development Regulations of the City of St. Augustine Beach, Florida, Development Design and Improvement Standards, Sections 6.01.02, Impervious Surface Coverage and Sections 6.01.03 B., Building Setback Requirements are hereby amended as set forth in Exhibit 1, and incorporated into the Land Development Code herein by reference.

1
2 Section 6 SEVERABILITY. It is the intent of the City Commission of the City
3 of St. Augustine Beach, and is hereby provided, that if any section, subsection,
4 sentence, clause, phrase or provision of this Ordinance is held to be invalid or
5 unconstitutional by a court of competent jurisdiction, such invalidity or
6 unconstitutionality shall not be construed as to render invalid or
7 unconstitutional the remaining provisions of this Ordinance.
8

9 Section 7 CODIFICATION. This ordinance shall be incorporated into the
10 Code of the City of St. Augustine Beach and a copy hereof shall be maintained
11 in the office of the City Clerk.
12

13 Section 8 EFFECTIVE DATE. This ordinance shall take effect upon adoption.
14

15 PASSED by the City Commission of the City of St. Augustine Beach, Florida upon
16 Second Reading this _____ day of _____ 2020.
17

18 CITY COMMISSION OF THE
19 CITY OF ST. AUGUSTINE BEACH
20

21 ATTEST: _____

BY: _____

22 City Manager, Max Royle

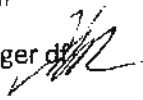
Margaret England, Mayor

23
24 First Reading: January 14, 2020

25 Second Reading: _____
26
27
28

MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: January 21, 2020

SUBJECT: Ordinance 20-03, Public Hearing and Second Reading, to Adopt the School Board's Five-Year District Facilities Workplan by Reference

INTRODUCTION

Each year at this time, the St. Johns County School District's asks the County's municipalities to approve its five-year facilities workplan. Though our City has no public schools within its boundaries, and likely never will have because there's no land available, the City still must by state law adopt the facilities workplan. The City Commission has approved the adoption each year for several years.

The adoption is done by adding by reference the workplan to the Capital Improvements Element of the City's Comprehensive Plan. The City staff sometimes include in the amending ordinance other capital improvements. Their inclusion can help the City obtain grant funding for them.

The City's Comprehensive Planning and Zoning Board reviewed the ordinance and workplan at its December 17th meeting and by a 6-1 vote recommended that you approve Ordinance 20-03.

You reviewed Ordinance 20-03 at your January 14th continuation meeting, when you passed it on first reading.

ATTACHMENTS

Attached for your review is the following information:

- a. Page 1, an email from Ms. Nicole Cubbedge, the District's Executive Director for Planning and Government Relations, in which she explains why she cannot be at your January 6th meeting to explain the District's request.
- b. Pages 2-12, which explain the facilities workplan.
- c. Pages 13, a memo from the Planning Board's secretary, Ms. Bonnie Miller, in which she states the Board's recommendation by a 6-1 vote that you approve Ordinance 20-03.
- d. Pages 14-15, Ordinance 20-03. You'll note that it includes three City projects: improvements to Hammock Dunes Park, improvements to Ocean Hammock Park, and elevated dune walkovers.
- e. The facilities workplan, which numbers 24 pages.

ACTION REQUESTED

It is that you hold the public hearing and pass Ordinance 20-03 on its second and final reading.

Max Royle

From: Nicole Cubbedge <Nicole.Cubbedge@stjohns.k12.fl.us>
Sent: Wednesday, December 4, 2019 11:13 PM
To: Max Royle
Subject: RE: OUTSIDE ATTACHMENT:SJCSD 2019-2020 Five Year District Facilities Work Plan

Mr. Royle,

My apologies for the delay in responding.

In Section 11 of the Interlocal Agreement it states that "Updated public school facilities programs will be adopted by reference into the County's and Cities' capital improvement elements..."

It is my understanding that both the County and the City of St. Augustine either adopt the School District's workplan with a general reference in their plan or place it on the consent agenda to be approved. The School District does not present this item and it does not typically have discussion since it is a consent item. Given that no public schools exist within the boundary of the City of St. Augustine Beach, I would not think it necessary to devote much meeting time to it.

The Interlocal also states that this should be done by December 1st, but since the FLDOE released the work plan so late, that was not possible.

If you believe the School District should still be present, I could rearrange my schedule to attend the December 17th meeting, but cannot attend the January 6th meeting as I am having a medical procedure that day and will not be in the office.

Thank you,

ST. JOHNS COUNTY SCHOOL DISTRICT

**Five-Year District Facilities Work Plan
2018-2019**



BACKGROUND INFORMATION



- The “Educational Facilities Act” Incorporated into Florida Statute Chapter 235 in 1997 requires that each School District annually complete and submit a 5-Year Facilities Work Plan.
- First required plan adopted by the School District in September 1998
- The plan utilizes the District Five Year Building Program, Five Year Educational Plant Survey and Spot Surveys, Existing Conditions Report, Florida Inventory of School Houses (FISH), the current fiscal year Capital Outlay Budget and the DOE Capital Outlay Full Time Equivalent (COFTE) projections

OVERVIEW OF 2018-2019 WORK PLAN



- Projected revenue and costs
- Maintenance, repair and renovation projects
- Available revenue
- Capital outlay construction projects for five year period
- Student capacity and utilization rates by school
- Relocatables: utilization, students housed and replacement plans
- Charter schools
- Planned co-teach classrooms
- Long range projections through years 2037-2038

FIVE YEAR ENROLLMENT HISTORY



Five Year Enrollment History		
School Year	September Enrollment	Growth %
2013-2014	33,596	3.24%
2014-2015	35,154	4.60%
2015-2016	36,529	3.90%
2016-2017	38,488	5.36%
2017-2018	40,239	4.54%
2018-2019	41,937	4.20%

COFTE PROJECTION PROCESS



Capital Outlay Full-Time Equivalent (COFTE)

Grade Level	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
PK-5th	18,183	18,737	19,392	19,974	20,607
6th-8th	9,978	10,310	10,602	10,888	11,148
9th-12th	12,073	12,707	13,417	14,103	14,662
Total	40,234	41,754	43,411	44,965	46,417
% Growth	3.9%	3.8%	4.0%	3.6%	3.2%

NEW CONSTRUCTION FOR THE 5-YEAR PERIOD



FUNDED

- New High School HHH
- Liberty Pines Academy – Classroom Expansion
- New K-8 School MM
- New Middle School JJ
- High School Expansion GGG– Creekside High School
- South Woods Elementary – Classroom Expansion

PROJECTED REVENUE VS. PROJECTED COST FOR THE 5-YEAR PERIOD

- **Projected Revenue: \$ 328,769,573**
- **Projected Cost: \$ 328,769,573**
- **The Projected Cost equals the Projected Revenue therefore the Work Plan is considered Financially Feasible.**



PROJECTED UTILIZATION OF PERMANENT & RELOCATABLE CLASSROOMS

- Year 2022-2023 of the Work Plan projects the utilization of our current schools to be 104%.
- The Work Plan shows the percentage of students educated in relocatables potentially decreasing from 16% (2018-2019) to 1% (2022-2023).



NEW SCHOOLS PROJECTED FOR THE 20-YEAR LONG RANGE PLAN



	Years 1-5	Years 6-10	Years 11-20	
School Type	2018-2019 to 2022-2023	2023-2024 to 2027-2028	2028-2029 to 2037-2038	Total
Elementary	0	2	3	5
Middle	1	0	1	2
K-8	1	2	4	7
High	1	1	2	4
School Expansions	3	1	0	4
Total	6	6	10	22

TRENDS IN STUDENT PROJECTIONS & NUMBER OF SCHOOLS 1997-1998 THROUGH 2037-2038



Number of Students (COFTE)	1997-1998	2017-2018	2022-2023	2027-2028	2037-2038
K-5	*	17,467	20,607	24,457	28,928
6-8	*	9,436	11,148	13,073	15,228
9-12	*	12,000	14,662	16,957	19,728
TOTAL	17,377	38,903	46,417	54,487	63,884

*40,239

*with Alternative, PK, Charter, Virtual and DJJ

(20 yr increase) (5 yr increase) (10 yr increase) (20 yr increase)
124% 15% 17% 17%

Number of Schools	1997-1998	2017-2018	2022-2023	2027-2028	2037-2038
Elementary	14	19	18	20	23
Middle	5	7	8	8	9
K-8	0	3	7	9	13
High	2	7	8	9	11
TOTAL	21	36	41	46	56



MEMO

To: Max Royle, City Manager
From: Bonnie Miller, Executive Assistant
Subject: Ordinance No. 20-01
Date: Wednesday, December 18, 2019

Please be advised at its regular monthly meeting held Tuesday, December 17, 2019, the City of St. Augustine Beach Comprehensive Planning and Zoning Board voted to recommend the City Commission approve passage of Ordinance No. 20-01.

Ordinance No. 20-01 adopts the St. Johns County School Board's Five-Year District Facilities Work Plan by reference into the Capital Improvements Element of the City's Comprehensive Plan, and also adopts additional capital facilities in the Capital Improvement Element of the Comprehensive Plan for Hammock Dunes Park, Ocean Hammock Park, and various elevated dune walkovers at certain locations as stated in the ordinance at the ocean ends of several streets on the east side of A1A Beach Boulevard.

The motion to recommend the City Commission approve passage of Ordinance No. 20-01 was made by Mr. Kincaid, with the condition that the City Commission is satisfied that the St. Johns County public schools attended by City of St. Augustine Beach students are given the proper amount of attention in order to keep the schools in a safe and useable manner considering what the other St. Johns County schools are getting. Mr. Kincaid's motion was seconded by Ms. Sloan, and passed 6-1 by voice-vote, with Ms. Odom, Mr. Pranis, Mr. King, Ms. Sloan, Mr. Kincaid, and Mr. Mitherz assenting, and Ms. Longstreet dissenting.

ORDINANCE 20-03

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA ADOPTING THE ST. JOHNS COUNTY SCHOOL BOARD'S FIVE-YEAR DISTRICT FACILITIES WORKPLAN BY REFERENCE INTO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ST. AUGUSTINE BEACH COMPREHENSIVE PLAN; ADOPTING AN ADDITIONAL CAPITAL IMPROVEMENT INTO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ST. AUGUSTINE BEACH COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, local governments are annually required to update the capital improvements element contained in their comprehensive plans in order to ensure that the required level of service standard for the public facilities listed in Section 163.3180, Florida Statutes, is achieved and maintained over the planning period; and

WHEREAS, the City Commission finds that this ordinance is consistent with the Comprehensive Plan; and

WHEREAS, the City Commission hereby finds that adoption of this ordinance serves the best interest and welfare of the residents of the City of St. Augustine Beach.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted: The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Adoption of the St. Johns County School Board's Five-Year District Facilities Workplan. The City Commission hereby adopts the St. Johns County School Board's Five-Year District Facilities Workplan, attached as Exhibit "A" and incorporated herein by reference, into the Capital Improvements Element of the City of St. Augustine Beach Comprehensive Plan.

Section 3. Adoption of Additional Capital Facilities. The City Commission adopts the following additional City Five Year Facilities Workplan in the Capital Improvements Element of the City of St. Augustine Beach Comprehensive Plan:

- a. **Hammock Dunes Park.** Construction of improvements of parking area and walking trail through the park. Estimated cost \$250,000. Unfunded.
- b. **Ocean Hammock Park.** Construction of improvements consisting of restrooms, picnic area, pavilion, observation deck, education center, and additional trails. Estimates cost: \$400,000. Half that cost is included in the Fiscal Year 2020 budget.
- c. **Elevated Dune Walkovers at Certain Locations:** E, C, and B Streets, and 1st, 3rd, 5th, 6th, 8th, 12th, and 16th Streets. Estimated cost: \$300,000 (\$30,000 per walkway).

Section 4. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Ordinance 20-01

Section 5. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine Beach, Florida, upon Second Reading this 3rd day of February 2020.

**CITY COMMISSION OF THE CITY OF ST. AUGUSTINE
BEACH**

By: _____

Mayor

ATTEST: _____

City Manager

First Reading: ~~January~~ 14, 2020

Second Reading:

Ordinance 20-01

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the district's capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Five Year Total
Total Revenues	\$150,657,915	\$42,783,091	\$53,584,788	\$57,017,611	\$117,254,421	\$421,297,826
Total Project Costs	\$150,657,915	\$42,783,091	\$53,584,788	\$57,017,611	\$117,254,421	\$421,297,826
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District

ST JOHNS COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
HVAC	\$1,415,000	\$355,000	\$390,000	\$540,000	\$490,000	\$3,190,000
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLÉN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Flooring	\$1,827,809	\$455,000	\$460,000	\$615,000	\$855,000	\$4,212,809
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLÉN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Roofing	\$42,000	\$0	\$0	\$0	\$0	\$42,000
Locations:	FIRST COAST TECHNICAL INSTITUTE					
Safety to Life	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Fencing	\$2,800	\$0	\$0	\$0	\$0	\$2,800
Locations:	PICOLATA CROSSING ELEMENTARY					
Parking	\$473,000	\$320,000	\$320,000	\$540,000	\$470,000	\$2,123,000
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLÉN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Electrical	\$267,600	\$0	\$0	\$0	\$0	\$267,600
Locations:	ALLEN D NEASE SENIOR HIGH, CROOKSHANK ELEMENTARY, FIRST COAST TECHNICAL INSTITUTE, GAMBLE ROGERS MIDDLE, MURRAY MIDDLE, SAINT AUGUSTINE SENIOR HIGH, TIMBERLIN CREEK ELEMENTARY					

Fire Alarm	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Telephone/Intercom System	\$19,100	\$0	\$0	\$0	\$0	\$19,100
Locations:	Creekside High School, KETTERLINUS ELEMENTARY					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$937,465	\$350,000	\$495,000	\$300,000	\$350,000	\$2,432,465
Locations:	ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Maintenance/Repair	\$2,752,896	\$3,647,000	\$3,976,000	\$3,949,000	\$3,926,000	\$18,250,896
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Sub Total:	\$7,737,670	\$5,127,000	\$5,641,000	\$5,944,000	\$6,091,000	\$30,540,670

PECO Maintenance Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
1.50 Mill Sub Total:	\$9,012,670	\$6,047,000	\$6,566,000	\$6,874,000	\$7,001,000	\$35,500,670

Other Items	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
Ceiling & Light Replacement Pgm	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					

Maint Dept Equipment Pgm	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,00
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Energy Mgmt Pgm	\$200,000	\$0	\$0	\$0	\$0	\$200,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Districtwide Maint Pgm TBD	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,500,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
SREF TBD	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Env/Remediation TBD	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000

Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Wetland Mont & Imp TBD	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
IAQ Baseline Testing	\$0	\$45,000	\$50,000	\$55,000	\$35,000	\$185,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Elevator Repairs & Upgrades Pgm	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Parking Lot Lighting Pgm	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ELEMENTARY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					

Total:	\$9,012,670	\$6,047,000	\$6,566,000	\$6,874,000	\$7,001,000	\$35,500,670
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Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$9,012,670	\$6,047,000	\$6,566,000	\$6,874,000	\$7,001,000	\$35,500,670
Maintenance/Repair Salaries	\$1,892,030	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$9,892,030
School Bus Purchases	\$3,530,386	\$3,530,386	\$4,030,386	\$4,030,386	\$4,530,386	\$19,651,930
Other Vehicle Purchases	\$200,000	\$60,000	\$60,000	\$60,000	\$60,000	\$440,000
Capital Outlay Equipment	\$810,000	\$910,000	\$910,000	\$1,000,000	\$1,000,000	\$4,630,000
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$16,093,298	\$16,080,463	\$8,458,963	\$8,281,963	\$8,091,963	\$57,006,650
Rent/Lease Relocatables	\$3,448,596	\$3,448,596	\$2,500,000	\$2,500,000	\$1,500,000	\$13,397,192
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$3,286,989	\$3,287,741	\$3,287,349	\$3,286,787	\$3,286,787	\$16,435,653
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$328,512	\$500,000	\$500,000	\$500,000	\$500,000	\$2,328,512
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Excelsior Center Lease	\$19,163	\$19,163	\$19,163	\$19,163	\$19,163	\$95,815
Technology Plan	\$1,477,040	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$13,477,040
AED Replacement Program	\$0	\$60,000	\$60,000	\$60,000	\$60,000	\$240,000
School Based Maintenance	\$677,500	\$750,000	\$750,000	\$750,000	\$750,000	\$3,677,500
Inspections & Repairs	\$0	\$200,000	\$200,000	\$200,000	\$200,000	\$800,000
Local Expenditure Totals:	\$40,776,184	\$39,893,349	\$32,341,861	\$32,562,299	\$31,999,299	\$177,572,992

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2019 - 2020 Actual Value	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
(1) Non-exempt property assessed valuation		\$30,811,657,913	\$33,000,076,571	\$35,257,166,246	\$37,794,152,582	\$40,371,840,057	\$177,234,893,369
(2) The Millage projected for discretionary capital outlay per s. 1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s. 1011.71		\$51,763,685	\$55,440,129	\$59,232,039	\$63,494,176	\$67,824,691	\$297,754,620
(4) Value of the portion of the 1.50-Mill ACTUALLY levied	370	\$44,368,787	\$47,520,110	\$50,770,319	\$54,423,580	\$58,135,450	\$265,218,246
(5) Difference of lines (3) and (4)		\$7,394,798	\$7,920,019	\$8,461,720	\$9,070,596	\$9,689,241	\$42,536,374

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$1,081,654	\$1,081,654	\$1,081,654	\$1,081,654	\$1,081,654	\$5,408,270
CO & DS Interest on Undistributed CO	360	\$28,527	\$28,527	\$28,527	\$28,527	\$28,527	\$142,635
		\$1,110,181	\$1,110,181	\$1,110,181	\$1,110,181	\$1,110,181	\$5,650,905

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program

Item	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
SCD 2009-6 Anderson Greenbriar -- Contribution of Land (19.25 acres)	\$0	\$0	\$0	\$0	\$1	\$1
SCD 2011-2 Winchester East-- Proportionate Share Mitigation Payment-- Middle School Student Stations	\$0	\$0	\$0	\$0	\$92,216	\$92,216
SCD 2012-3/SCDMOD 2013-1 Oxford Estates-Proportionate Share Mitigation Payment--Middle School Student Stations	\$0	\$0	\$0	\$0	\$19,412	\$19,412
SCD 2012-4 Oakridge Landing-- Proportionate Share Mitigation --Middle School Student Stations	\$0	\$0	\$0	\$0	\$21,856	\$21,856
SCD 2014-8 and SCDMOD 2014-3 Andalusia PUD--Proportionate Share Mitigation Payment--High School Student Stations	\$0	\$0	\$0	\$0	\$5,872	\$5,872
SCD 2013-16 and SCDMOD 2014-4 Cedar Point--Proportionate Share Mitigation Payment--Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$10,925	\$10,925
SCD 2014-15 Julington Lakes-- Proportionate Share Mitigation Payment---Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$8,572,556	\$8,572,556
SCD 2014-1 Datil Pepper--Proportionate Share Mitigation Payment--High School Student Stations	\$0	\$0	\$0	\$0	\$376,256	\$376,256
SCD 2014-19 Stone Creek Landing-- Proportionate Share Mitigation Payment-- Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$407,871	\$407,871
Ashford Mills DRI (Shearwater)-- Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$11,201,709	\$11,201,709
Bartram Park DRI --Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$6,357,476	\$6,357,476
Twin Creeks DRI--Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$8,794,709	\$8,794,709
SCDMOD 2014-1 Oxford Estates II-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$570,988	\$570,988
SCD 2015-10 Bannan Lakes-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$5,586,228	\$5,586,228
SCD 2015-19 Villages of Valencia-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$183,039	\$183,039
SCD 2015-26 Pacetti Road Residential-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$116,803	\$116,803
SCD 2016-1 Oxford Estates IV-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$1,013,970	\$1,013,970

SCD 2015-27 Palm Cove PUD-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$27,560	\$27,560
SCD 2016-9 Tomoka Pines-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$232,371	\$232,371
SCD 2016-4 Wards Creek PUD-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$741,227	\$741,227
SCD 2016-2 Lakes at Mill Creek Plantation PUD--Proportionate Share Mitigation Payment--Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$685,369	\$685,369
SCD 2016-12 Durbin Creek Estates-- Proportionate Share Mitigation Payment-- Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$2,874,696	\$2,874,696
SCD 2016-8 Coastal Village-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$8,140	\$8,140
SCD 2016-5 Dolphin Cove--Proportionate Share Mitigation Payment--High School Student Stations	\$0	\$0	\$0	\$0	\$27,847	\$27,847
SCD 2016-5 Cordova Palms-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$4,417,695	\$4,417,695
SCD 2016-3 Worthington Estates PUD-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$1,023,083	\$1,023,083
SCD 2016-19 Windsong Acres-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$45,233	\$45,233
SCD 2015-25 The Estates at Strates Crossing--Proportionate Share Mitigation Payment--High School Student Stations	\$0	\$0	\$0	\$0	\$415,663	\$415,663
SCD 2017-7 Antigua Apartments-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$446,156	\$446,156
SCD 2015-7 Terra Pines--Proportionate Share Mitigation Payment--High School Student Stations	\$0	\$0	\$0	\$0	\$69,342	\$69,342
SCD 2014-12 East San Sebastian-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$0	\$375,921	\$375,921
SCD 2017-20 Southaven PUD 2-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$74,316	\$74,316
SCD 2018-8 SR 207 & Lightsey Road Apartments --Proportionate Share Mitigation Payment--Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$467,470	\$467,470
SCD 2018-20 Vilano Subdivision-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$5,231	\$5,231
SCD 2018-18 2884 N. Fourth Street-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$16,668	\$16,668
Interest: Elementary, Middle and High	\$0	\$0	\$0	\$0	\$676,065	\$676,065
	\$0	\$0	\$0	\$0	\$55,961,940	\$55,961,940

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2018 - 2019?

Yes

Sales Surtax Type: Half Cent Sales Surtax

Date of Election: 11/3/2015

Date of Expiration: 12/31/2025

Anticipated Revenue Start Date: 1/1/2016

Anticipated Revenue End Date: 12/31/2025

Estimated Annualized Revenue: \$13,000,000

Total \$ Amount Projected to be Received for the Duration of Tax: \$150,000,000

Number of Years Tax In Effect: 10

Percentage of Vote FOR: 61 %

Percentage of Vote AGAINST: 39 %

Additional Revenue Source

Any additional revenue sources

Item	2019 - 2020 Actual Value	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
Proceeds from a s.1011.14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s 9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from 1/2 cent sales surtax authorized by school board	\$21,896,149	\$21,896,149	\$21,896,149	\$21,896,149	\$21,896,149	\$109,480,745
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$95,000,000	\$0	\$0	\$0	\$0	\$95,000,000
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0

Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$12,000,000	\$12,000,000	\$12,000,000	\$12,000,000	\$12,000,000	\$60,000,000
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, Including Profit On Investment	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$145,165,422	\$0	\$0	\$0	\$0	\$145,165,422
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	(\$128,256,440)	\$0	\$0	\$0	\$0	(\$128,256,440)
Subtotal	\$145,955,131	\$34,046,149	\$34,046,149	\$34,046,149	\$34,046,149	\$282,139,727

Total Revenue Summary

Item Name	2019 - 2020 Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$44,368,787	\$47,520,110	\$50,770,319	\$54,423,580	\$58,135,450	\$255,218,246
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$40,776,184)	(\$39,893,349)	(\$32,341,861)	(\$32,562,299)	(\$31,999,299)	(\$177,572,992)
PECO Maintenance Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Available 1.50 Mill for New Construction	\$3,592,603	\$7,626,761	\$18,428,458	\$21,861,281	\$26,136,151	\$77,645,264

Item Name	2019 - 2020 Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Five Year Total
CO & DS Revenue	\$1,110,181	\$1,110,181	\$1,110,181	\$1,110,181	\$1,110,181	\$5,550,905
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$145,955,131	\$34,046,149	\$34,046,149	\$34,046,149	\$90,008,089	\$338,101,667
Total Additional Revenue	\$147,065,312	\$35,156,330	\$35,156,330	\$35,166,330	\$91,118,270	\$343,652,572
Total Available Revenue	\$150,657,915	\$42,783,091	\$53,584,788	\$57,017,611	\$117,254,421	\$421,297,826

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Total	Funded
Classroom Expansion	Liberty Pines Academy	Planned Cost:	\$8,000,000	\$0	\$0	\$0	\$0	\$8,000,000	Yes
		Student Stations:	440	0	0	0	0	440	
		Total Classrooms:	20	0	0	0	0	20	
		Gross Sq Ft:	33,000	0	0	0	0	33,000	
New High School HHH	Location not specified	Planned Cost:	\$80,000,000	\$0	\$0	\$0	\$0	\$80,000,000	Yes
		Student Stations:	0	2,134	0	0	0	2,134	
		Total Classrooms:	0	86	0	0	0	86	
		Gross Sq Ft:	0	230,000	0	0	0	230,000	
Planned Cost:			\$88,000,000	\$0	\$0	\$0	\$0	\$88,000,000	
Student Stations:			440	2,134	0	0	0	2,574	
Total Classrooms:			20	86	0	0	0	106	
Gross Sq Ft:			33,000	230,000	0	0	0	263,000	

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools

Project Description	Location	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total	Funded
Half-Cent Sales Surtax Bus Planner Maps & Workflow	Location not specified	\$20,000	\$0	\$0	\$0	\$0	\$20,000	Yes
SREF	Location not specified	\$25,000	\$75,000	\$75,000	\$75,000	\$75,000	\$325,000	Yes
Districtwide Maintenance Program: Add'l Capital Projects	Location not specified	\$3,611,766	\$8,000,000	\$8,000,000	\$8,000,000	\$16,067,863	\$43,679,629	Yes
Upgrade and New Relocatables	Location not specified	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$9,000,000	Yes
Transportation: Motorola Handheld Radios	Location not specified	\$24,200	\$0	\$0	\$0	\$0	\$24,200	Yes
AED Replacement	Location not specified	\$60,000	\$0	\$0	\$0	\$0	\$60,000	Yes
Half-Cent Sales Surtax Savings for Future Construction	Location not specified	\$0	\$5,805,274	\$5,805,274	\$5,805,274	\$5,805,274	\$23,221,096	Yes
Half-Cent Sales Surtax LED Student Light Retrofit for Buses	Location not specified	\$24,000	\$0	\$0	\$0	\$0	\$24,000	Yes

Half-Cent Sales Surtax Classroom Technology	Location not specified	\$350,000	\$0	\$0	\$0	\$0	\$350,000	Yes
Half-Cent Sales Surtax Security Cameras & Access Controls	Location not specified	\$150,000	\$0	\$0	\$0	\$0	\$150,000	Yes
Half-Cent Sales Surtax Fencing & Electronic Gate Access Controls	Location not specified	\$150,000	\$0	\$0	\$0	\$0	\$150,000	Yes
Half-Cent Sales Surtax Maintenance School Security Improvements	Location not specified	\$288,600	\$0	\$0	\$0	\$0	\$288,600	Yes
Half-Cent Sales Surtax GPS System for Buses	Location not specified	\$80,000	\$0	\$0	\$0	\$0	\$80,000	Yes
Half-Cent Sales Surtax Technology Improvements	Location not specified	\$0	\$4,000,000	\$4,000,000	\$4,000,000	\$4,000,000	\$16,000,000	Yes
Half-Cent Sales Surtax Security Improvements	Location not specified	\$372,674	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$8,372,674	Yes
Half-Cent Sales Surtax Maintaining Facilities	Location not specified	\$0	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$18,000,000	Yes
Half-Cent Sales Surtax Debt Service	Location not specified	\$5,590,875	\$5,590,875	\$5,590,875	\$5,590,875	\$5,590,875	\$27,954,375	Yes
Districtwide Other Projects	Location not specified	\$40,800	\$811,942	\$658,639	\$659,639	\$0	\$2,171,020	Yes
Half-Cent Sales Surtax Roof Replacement (Phase 2)	GAMBLE ROGERS MIDDLE	\$900,000	\$0	\$0	\$0	\$0	\$900,000	Yes
Half-Cent Sales Surtax Roof Replacement (Phase 1)	SEBASTIAN MIDDLE	\$950,000	\$0	\$0	\$0	\$0	\$950,000	Yes
Half-Cent Sales Surtax Wireless Bus Video Mgmt & Diagnostics	Location not specified	\$20,000	\$0	\$0	\$0	\$0	\$20,000	Yes
		\$13,857,915	\$32,783,091	\$32,629,788	\$32,630,788	\$40,039,012	\$151,740,594	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Project Description	Location	Num Classrooms	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total	Funded
K-8 School NN	Location not specified	73	\$0	\$0	\$11,000,000	\$14,251,823	\$23,748,177	\$49,000,000	Yes
High School III	Location not specified	86	\$0	\$10,000,000	\$9,955,000	\$10,135,000	\$49,910,000	\$80,000,000	Yes
K-8 School MM	Location not specified	73	\$49,000,000	\$0	\$0	\$0	\$0	\$49,000,000	Yes
Classroom Expansion	SOUTH WOODS ELEMENTARY	8	\$0	\$0	\$0	\$0	\$3,557,232	\$3,557,232	Yes
		240	\$49,000,000	\$10,000,000	\$20,955,000	\$24,386,823	\$77,215,409	\$181,557,232	

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2019 - 2020 Satis Stu Sla	Actual 2019 - 2020 FISH Capacity	Actual 2018 - 2019 COFTE	# Class Rooms	Actual Average 2019 - 2020 Class Size	Actual 2019 - 2020 Utilization	New Stu Capacity	New Rooms to be Added/Re moved	Projected 2023 - 2024 COFTE	Projected 2023 - 2024 Utilization	Projected 2023 - 2024 Class Size
CROOKSHANK ELEMENTARY	1,006	1,006	754	54	14	75.00 %	-244	-10	762	100.00 %	17
EVELYN HAMBLIN EDUCATION CENTER	406	406	126	21	6	31.00 %	0	0	141	35.00 %	7
KETTERLINUS ELEMENTARY	485	485	411	26	16	85.00 %	0	0	485	100.00 %	19
PONTE VEDRA-PALM VALLEY ELEMENTARY	648	648	470	36	13	73.00 %	-54	-3	594	100.00 %	18
R B HUNT ELEMENTARY	699	699	637	37	17	91.00 %	0	0	699	100.00 %	19
MURRAY MIDDLE	1,093	983	752	49	15	77.00 %	0	0	983	100.00 %	20
Valley Ridge Academy	1,750	1,575	1,403	79	18	89.00 %	-324	-15	1,251	100.00 %	20
PICOLATA CROSSING ELEMENTARY	968	968	690	49	14	71.00 %	0	0	968	100.00 %	20
FREEDOM CROSSING ACADEMY	1,619	0	1,028	77	13	0.00 %	0	0	1,457	0.00 %	18
PALM VALLEY ACADEMY	2,008	0	1,306	95	14	0.00 %	-392	-18	1,457	-372.00 %	19
Pacetti Bay Middle School	1,754	1,578	1,471	74	20	93.00 %	-528	-26	1,050	100.00 %	22
Creekside High School	2,343	2,225	2,197	91	24	99.00 %	-650	-26	1,575	100.00 %	24
Ponte Vedra High School	1,743	1,655	1,740	74	24	105.00 %	-100	-4	1,555	100.00 %	22
Liberty Pines Academy	1,788	1,609	1,593	83	19	99.00 %	-512	-26	1,097	100.00 %	19
Palencia Elementary School	841	841	843	46	18	100.00 %	-108	-6	733	100.00 %	18
Patriot Oaks Academy	1,724	1,551	1,440	78	18	93.00 %	-436	-20	1,115	100.00 %	19
FRUIT COVE MIDDLE	1,486	1,337	1,275	64	20	95.00 %	-286	-13	1,051	100.00 %	21
DURBIN CREEK ELEMENTARY	966	966	805	49	16	83.00 %	-108	-6	858	100.00 %	20
TIMBERLIN CREEK ELEMENTARY	1,066	1,066	972	57	17	91.00 %	-306	-17	760	100.00 %	19
SOUTH WOODS ELEMENTARY	814	814	632	43	15	78.00 %	-180	-10	634	100.00 %	19
HICKORY CREEK ELEMENTARY	760	760	717	40	18	94.00 %	0	0	760	100.00 %	19
Wards Creek Elementary	984	984	899	52	13	71.00 %	-224	-12	760	100.00 %	19
OTIS A MASON ELEMENTARY	669	669	608	36	17	91.00 %	0	0	669	100.00 %	19
CUNNINGHAM CREEK ELEMENTARY	806	806	587	41	14	73.00 %	-160	-9	646	100.00 %	20

IMBLE ROGERS MIDDLE	1,005	904	915	47	19	101.00 %	0	0	904	100.00 %	19
OCEAN PALMS ELEMENTARY	865	865	529	46	11	81.00 %	-198	-9	667	100.00 %	18
PEDRO MENENDEZ SENIOR HIGH	1,567	1,488	1,240	62	20	83.00 %	-50	-2	1,438	100.00 %	24
BARTRAM TRAIL SENIOR HIGH	2,467	2,343	2,485	100	25	106.00 %	-418	-17	1,925	100.00 %	23
SEBASTIAN MIDDLE	906	815	728	44	17	89.00 %	0	0	815	100.00 %	19
ALICE B LANDRUM MIDDLE	1,290	1,161	1,224	59	21	105.00 %	-238	-11	923	100.00 %	19
SWITZERLAND POINT MIDDLE	1,157	1,041	1,310	55	24	126.00 %	-172	-8	869	100.00 %	18
OSCEOLA ELEMENTARY	856	856	680	46	15	79.00 %	-108	-6	748	100.00 %	19
MILL CREEK ELEMENTARY	1,694	1,694	1,007	77	13	59.00 %	0	0	1,694	100.00 %	22
MARJORIE KINNAN RAWLINGS ELEMENTARY	739	739	549	37	15	74.00 %	0	0	739	100.00 %	20
SAINT AUGUSTINE SENIOR HIGH	1,901	1,805	1,671	79	21	93.00 %	0	0	1,805	100.00 %	23
WEBSTER ELEMENTARY	995	995	466	58	8	47.00 %	-36	-2	959	100.00 %	17
FIRST COAST TECHNICAL INSTITUTE	1,457	1,748	307	86	4	18.00 %	0	0	325	19.00 %	4
JULINGTON CREEK ELEMENTARY	1,172	1,172	972	63	15	83.00 %	-144	-8	1,028	100.00 %	19
LEN D NEASE SENIOR HIGH	2,952	2,804	2,438	119	20	87.00 %	-675	-29	2,129	100.00 %	24
W DOUGLAS HARTLEY ELEMENTARY	729	729	627	40	16	86.00 %	0	0	729	100.00 %	18
	50,178	44,790	40,303	2,369	17	89.98 %	-6,651	-313	39,757	104.24 %	19

The COFTE Projected Total (39,757) for 2023 - 2024 must match the Official Forecasted COFTE Total (47,561) for 2023 - 2024 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2023 - 2024	
Elementary (PK-3)	13,714
Middle (4-8)	18,975
High (9-12)	14,871
	47,561

Grade Level Type	Balanced Projected COFTE for 2023 - 2024
Elementary (PK-3)	290
Middle (4-8)	3,544
High (9-12)	3,969
	47,560

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Year 5 Total
CROOKSHANK ELEMENTARY	0	0	0	0	10	10
PONTE VEDRA-PALM VALLEY ELEMENTARY	0	0	0	0	3	3
WEBSTER ELEMENTARY	0	2	0	0	0	2
JULINGTON CREEK ELEMENTARY	0	0	0	0	8	8
ALLEN D NEASE SENIOR HIGH	0	0	29	0	0	29
ALICE B LANDRUM MIDDLE	0	0	0	0	11	11
SWITZERLAND POINT MIDDLE	0	0	0	0	8	8
OSCEOLA ELEMENTARY	0	0	0	0	6	6
CUNNINGHAM CREEK ELEMENTARY	0	0	0	0	9	9
OCEAN PALMS ELEMENTARY	0	0	0	0	11	11
BARTRAM TRAIL SENIOR HIGH	0	0	0	0	18	18
FRUIT COVE MIDDLE	0	0	0	0	13	13
DURBIN CREEK ELEMENTARY	0	0	0	0	6	6
TIMBERLIN CREEK ELEMENTARY	0	0	0	0	18	18
SOUTH WOODS ELEMENTARY	0	0	0	0	8	8
Wards Creek Elementary	0	0	0	0	12	12
Pacetti Bay Middle School	0	0	6	0	20	26
Creekside High School	0	0	0	0	28	28
Ponte Vedra High School	0	0	0	0	4	4
Liberty Pines Academy	2	20	0	0	4	26
Palencia Elementary School	0	0	0	0	6	6
Patriot Oaks Academy	0	6	0	0	14	20
Valley Ridge Academy	0	6	0	0	15	21
PALM VALLEY ACADEMY	0	0	18	0	0	18
Total Relocatable Replacements:	2	34	53	0	232	321

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2023 - 2024
Therapeutic Learning Center (TLC); PK; 2101 ARC Drive St. Augustine, FL 32084	2	PRIVATE	2000	20	17	5	36
St. Johns Community Campus; ESE Ages 18-22; 62 Cuna Street, St. Augustine, FL 32084	4	PRIVATE	2010	30	39	5	100

Augustine Public Montessori; Grades 1-6; 7A Williams St., St. Augustine, FL, 32084	7	PRIVATE	2012	130	122	2	130
	13			180	178		266

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
CROOKSHANK ELEMENTARY	Co-Teaching	1	0	0	0	0	1
KETTERLINUS ELEMENTARY	Co-Teaching	3	0	0	0	0	3
PONTE VEDRA-PALM VALLEY ELEMENTARY	Co-Teaching	2	0	0	0	0	2
R B HUNT ELEMENTARY	Co-Teaching	1	0	0	0	0	1
SAINT AUGUSTINE SENIOR HIGH	Co-Teaching	0	0	3	0	0	3
WEBSTER ELEMENTARY	Co-Teaching	1	0	0	0	0	1
LINGTON CREEK ELEMENTARY	Co-Teaching	2	1	0	0	0	3
W DOUGLAS HARTLEY ELEMENTARY	Co-Teaching	3	0	0	0	0	3
MILL CREEK ELEMENTARY	Co-Teaching	4	5	0	0	0	9
MARJORIE KINNAN RAWLINGS ELEMENTARY	Co-Teaching	2	4	0	0	0	6
OTIS A MASON ELEMENTARY	Co-Teaching	3	2	0	0	0	5
CUNNINGHAM CREEK ELEMENTARY	Co-Teaching	2	0	0	0	0	2
GAMBLE ROGERS MIDDLE	Co-Teaching	0	17	0	3	0	20
OCEAN PALMS ELEMENTARY	Co-Teaching	2	2	1	0	0	5
PEDRO MENENDEZ SENIOR HIGH	Co-Teaching	0	0	2	0	0	2
DURBIN CREEK ELEMENTARY	Co-Teaching	0	2	0	0	0	2
TIMBERLIN CREEK ELEMENTARY	Co-Teaching	2	6	0	0	0	8
SOUTH WOODS ELEMENTARY	Co-Teaching	4	2	0	0	0	6
HICKORY CREEK ELEMENTARY	Co-Teaching	3	0	0	0	0	3
Liberty Pines Academy	Co-Teaching	2	6	0	0	0	8
Palencia Elementary School	Co-Teaching	3	4	0	0	0	7
Patriot Oaks Academy	Co-Teaching	1	6	0	0	0	7
Valley Ridge Academy	Co-Teaching	1	2	0	0	0	3

PICOLATA CROSSING ELEMENTARY	Co-Teaching	3	1	0	0	0	
FREEDOM CROSSING ACADEMY	Co-Teaching	5	12	0	0	0	17
PALM VALLEY ACADEMY	Co-Teaching	7	11	0	0	0	18
Total Co-Teaching Classrooms:		57	83	6	3	0	149

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

K-8 Expansion at Liberty Pines Academy: None. Existing site.

New High School HHH: Water and sewer line extensions and road improvements for access.

K-8 School MM: Water and sewer line extensions and road improvements for access.

New High School III: Water and sewer line extensions and road improvements for access.

New K-8 School NN: Water and sewer line extensions and road improvements for access.

Elementary Expansion at South Woods Elementary School: None. Existing site.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

K-8 Expansion at Liberty Pines Academy.

New High School HHH: International Golf Parkway

K-8 School MM: Pine Island Road.

New High School III: Undetermined location.

New K-8 School NN: Undetermined location.

Elementary Expansion at South Woods Elementary School

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2018 - 2019 fiscal year.					List the net new classrooms to be added in the 2019 - 2020 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2019 - 2020 should match totals in Section 15A.			
Location	2018 - 2019 # Permanent	2018 - 2019 # Modular	2018 - 2019 # Relocatable	2018 - 2019 Total	2019 - 2020 # Permanent	2019 - 2020 # Modular	2019 - 2020 # Relocatable	2019 - 2020 Total
Elementary (PK-3)	0	0	19	19	0	0	0	0
Middle (4-8)	20	0	10	30	20	0	0	20

h (9-12)	0	0	14	14	0	0	0	0
	20	0	43	63	20	0	0	20

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	5 Year Average
ALLEN D NEASE SENIOR HIGH	675	675	0	0	0	270
W DOUGLAS HARTLEY ELEMENTARY	0	0	0	0	0	0
SEBASTIAN MIDDLE	0	0	0	0	0	0
ALICE B LANDRUM MIDDLE	238	238	238	238	0	190
SWITZERLAND POINT MIDDLE	172	172	172	172	0	138
OSCEOLA ELEMENTARY	108	108	108	108	0	86
Liberty Pines Academy	512	88	88	88	0	155
Palencia Elementary School	108	108	108	108	0	86
Patriot Oaks Academy	436	236	236	236	0	229
Valley Ridge Academy	462	262	262	262	0	250
PICOLATA CROSSING ELEMENTARY	0	0	0	0	0	0
LM VALLEY ACADEMY	392	392	0	0	0	157
FREEDOM CROSSING ACADEMY	0	0	0	0	0	0
MILL CREEK ELEMENTARY	80	80	80	80	0	64
MARJORIE KINNAN RAWLINGS ELEMENTARY	0	0	0	0	0	0
OTIS A MASON ELEMENTARY	0	0	0	0	0	0
CUNNINGHAM CREEK ELEMENTARY	160	160	160	160	0	128
GAMBLE ROGERS MIDDLE	0	0	0	0	0	0
OCEAN PALMS ELEMENTARY	198	198	198	198	0	158
PEDRO MENENDEZ SENIOR HIGH	50	50	50	50	0	40
BARTRAM TRAIL SENIOR HIGH	418	418	318	318	0	294
FRUIT COVE MIDDLE	286	286	286	286	0	229
Creekside High School	650	650	650	650	0	520
Ponte Vedra High School	100	100	100	100	0	80
DURBIN CREEK ELEMENTARY	108	108	108	108	0	86
Wards Creek Elementary	224	224	224	224	0	179
Pacetti Bay Middle School	528	528	528	528	0	422
TIMBERLIN CREEK ELEMENTARY	306	306	306	306	0	245
OUTH WOODS ELEMENTARY	180	180	180	180	0	144

HICKORY CREEK ELEMENTARY	0	0	0	0	0	
CROOKSHANK ELEMENTARY	185	185	185	185	0	148
EVELYN HAMBLEEN EDUCATION CENTER	143	143	143	143	143	143
KETTERLINUS ELEMENTARY	0	0	0	0	0	0
PONTE VEDRA-PALM VALLEY ELEMENTARY	54	54	54	54	0	43
R B HUNT ELEMENTARY	144	144	144	144	144	144
MURRAY MIDDLE	0	0	0	0	0	0
SAINT AUGUSTINE SENIOR HIGH	25	25	24	25	0	20
WEBSTER ELEMENTARY	36	0	0	0	0	7
FIRST COAST TECHNICAL INSTITUTE	302	302	302	302	302	302
JULINGTON CREEK ELEMENTARY	144	144	144	144	0	115

Totals for ST JOHNS COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	7,424	6,564	5,396	5,397	589	5,074
Total number of COFTE students projected by year.	42,095	43,633	45,109	46,302	47,561	44,940
Percent in relocatables by year.	18 %	15 %	12 %	12 %	1 %	11 %

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2019 - 2020	FISH Student Stations	Owner	# of Leased Classrooms 2023 - 2024	FISH Student Stations
MILL CREEK ELEMENTARY	0	0	Leased	0	0
CUNNINGHAM CREEK ELEMENTARY	8	160	Leased	0	0
OCEAN PALMS ELEMENTARY	11	198	Leased	0	0
BARTRAM TRAIL SENIOR HIGH	17	418	Leased	0	0
DURBIN CREEK ELEMENTARY	6	108	Lease Purchase	0	0
TIMBERLIN CREEK ELEMENTARY	17	306	Leased	0	0
CROOKSHANK ELEMENTARY	10	185	Leased	0	0
EVELYN HAMBLEEN EDUCATION CENTER	0	0	Leased	6	93
R B HUNT ELEMENTARY	0	0	Leased	8	144
WEBSTER ELEMENTARY	2	36	Leased	0	0
JULINGTON CREEK ELEMENTARY	8	144	Leased	0	0
ALLEN D NEASE SENIOR HIGH	27	675	Leased	0	0
W DOUGLAS HARTLEY ELEMENTARY	0	0	Leased	0	0
ALICE B LANDRUM MIDDLE	11	238	Leased	0	0

SCIOLA ELEMENTARY	6	108	Leased	0	0
KETTERLINUS ELEMENTARY	0	0		0	0
PONTE VEDRA-PALM VALLEY ELEMENTARY	3	54	Leased	0	0
MURRAY MIDDLE	0	0		0	0
SAINT AUGUSTINE SENIOR HIGH	0	0	Leased	1	25
FIRST COAST TECHNICAL INSTITUTE	8	198	Leased	8	198
SEBASTIAN MIDDLE	0	0		0	0
MARJORIE KINNAN RAWLINGS ELEMENTARY	0	0		0	0
OTIS A MASON ELEMENTARY	0	0		0	0
GAMBLE ROGERS MIDDLE	0	0		0	0
PEDRO MENENDEZ SENIOR HIGH	2	50	Leased	0	0
SOUTH WOODS ELEMENTARY	10	180	Leased	0	0
HICKORY CREEK ELEMENTARY	0	0	Leased	0	0
Wards Creek Elementary	12	224	Leased	0	0
Creekside High School	26	650	Leased	0	0
Ponte Vedra High School	0	0		0	0
Liberty Pines Academy	26	512	Leased	0	0
FRUIT COVE MIDDLE	13	286	Leased	0	0
Alencia Elementary School	0	0		0	0
Patriot Oaks Academy	0	0		0	0
Valley Ridge Academy	0	0		0	0
PICOLATA CROSSING ELEMENTARY	0	0		0	0
SWITZERLAND POINT MIDDLE	0	0		0	0
Pacetti Bay Middle School	0	0		0	0
PALM VALLEY ACADEMY	18	392	Leased	0	0
FREEDOM CROSSING ACADEMY	0	0		0	0
	241	5,122		23	460

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The St. Johns County School District currently utilizes blended scheduling and co-teaching classrooms, along with class size averaging for Schools of Excellence, as appropriate.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

None.

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2018 - 2019 FISH Capacity	Actual 2018 - 2019 COFTE	Actual 2018 - 2019 Utilization	Actual 2019 - 2020 / 2028 - 2029 new Student Capacity to be added/removed	Projected 2028 - 2029 COFTE	Projected 2028 - 2029 Utilization
Elementary - District Totals	17,762	17,762	13,653.09	76.87 %	0	0	0.00 %

Idle - District Totals	13,953	12,554	12,111.83	96.48 %	0	0	0.00 %
High - District Totals	12,973	12,320	11,770.84	95.54 %	0	0	0.00 %
Other - ESE, etc	5,490	2,154	2,766.84	128.46 %	0	0	0.00 %
	50,178	44,790	40,302.60	89.98 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2018 - 2019 FISH Capacity	Actual 2018 - 2019 COFTE	Actual 2018 - 2019 Utilization	Actual 2019 - 2020 / 2038 - 2039 new Student Capacity to be added/removed	Projected 2038 - 2039 COFTE	Projected 2038 - 2039 Utilization
Elementary - District Totals	17,762	17,762	13,653.09	76.87 %	0	0	0.00 %
Middle - District Totals	13,953	12,554	12,111.83	96.48 %	0	0	0.00 %
High - District Totals	12,973	12,320	11,770.84	95.54 %	0	0	0.00 %
Other - ESE, etc	5,490	2,154	2,766.84	128.46 %	0	0	0.00 %
	50,178	44,790	40,302.60	89.98 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Nothing reported for this section.

RESOLUTION 20- 01

CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY

RE: HAVING CANVASSING AND CERTIFICATION OF
VOTE-BY-MAIL BALLOTS CAST IN MARCH 2020
PRESIDENTIAL PREFERENCE PRIMARY ELECTION
DONE BY THE SUPERVISOR OF ELECTIONS AND THE
COUNTY CANVASSING BOARD

The City Commission of St. Augustine Beach, St. Johns County, Florida, in the regular meeting duly assembled on February 3, 2020, resolves as follows:

WHEREAS, the Presidential Preference Primary 2020 is scheduled for March 17, 2020; and

WHEREAS, Section 2-2 of the City Charter requires the City Commission to designate who is to canvass and certify the vote-by-mail ballots for each election.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of St. Augustine Beach, St. Johns County, Florida, designates the St. Johns County Supervisor of Elections and the County Canvassing Board to canvass and certify the vote-by-mail ballots cast in the March Presidential Preference Primary election.

RESOLVED AND DONE, this 3rd day of February 2020, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.


Margaret England, Mayor

ATTEST:

Max Royle, City Manager

MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: January 22, 2020

SUBJECT: Legal Services: Review of Proposed Contract with Paul, Elkind, Branz and Paul of DeLand, Florida, for Legal Services as City Attorney

INTRODUCTION

At your January 13, 2020, continuation meeting, you interviewed five firms for the position of City Attorney. At your January 14th special meeting, you selected the firm of Paul, Elkind, Branz and Paul of DeLand.

During the week following that meeting, the current City Attorney, Mr. Wilson, prepared a draft contract with PEB&P. It was sent to Mr. Darren Elkind, who reviewed it and provided suggested changes. Those changes are shown by strikethroughs and red type on the attached Contract for City Attorney Services.

COMPENSATION

Please note on page 2 the proposed fees:

- a. The \$6,000 monthly retainer will pay for 35 hours of regular work, which includes attendance at all regular and special meetings of the City Commission, the Planning Board's monthly meeting, and any meeting held during the month by the Code Enforcement Board. Also, under regular work is the preparation of ordinances, agreements, contracts, etc.
- b. The firm will charge \$175 an hour for extra-legal work, which includes litigation, depositions, labor negotiations, and defending the City in suits that aren't defended by the City's insurer, the Florida League of Cities.
- c. The firm will also charge \$175 an hour for any hours spent on regular work that are in addition to the 35 hours covered by the \$6,000 retainer. For example, if regular work in one month requires five additional hours, the firm would receive \$6,000 plus \$875 (\$175/hr. x 5 hours).

PLEASE NOTE: On page 2, the firm states that the time for doing regular legal work beyond the 35 hours covered by the retainer will be calculated on the basis of 3-minute increments with a minimum charge of 6 minutes.

MONTHLY WORK HOURS

Upon review of the monthly schedule of meetings and regular legal work, it seems unlikely that the 35 hours will be exceeded on a regular basis. The meeting hours could be:

- a. Four hours for a regular Commission meeting
- b. Possibly an additional four hours for a continuation Commission meeting
- c. Two hours for the Planning Board meeting
- d. Two hours for the Code Enforcement Board meetings

Thus, possibly a total of 12 hours a month for meetings. This leaves 23 hours for other regular legal work such as the preparation of ordinances, final development orders, conditional use permits, responding to phone calls and/or emails from Commissioners and City staff, etc.

We can try this arrangement during the next six months, to see if the City's regular work can be done within 35 hours each month. If not, then changes can be explored, such as making the meetings run more efficiently and/or reducing staff phone calls/emails to the City Attorney.

ACTION REQUESTED

It is that you discuss the proposed contract and decide whether you agree with its terms. If you do, then you can authorize Mayor England to sign it.

CONTRACT FOR CITY ATTORNEY SERVICES

This Agreement entered into this ____ day of February 3, 2020, and effective November 1, 2016, by and between the City of St. Augustine Beach, a Florida Municipal Corporation ("CITY"), having an address of 2200 AIA S., St. Augustine Beach, FL 32080 and ~~Lonnie N. Groot, Darren J. Elkind and~~ the law firm of Paul, Elkind, Branz & ~~Paul Kelton, LLPA,~~ ("ATTORNEY"), having an address of 142 East New York Avenue, Deland FL 32724.

W I T N E S S E T H:

WHEREAS, the City has issued requests for proposals to qualified attorneys to act as the City's City Attorney and has received from the Attorney a response thereto attached as Exhibit "A" (the "Response") and hereby engages the ATTORNEY upon the terms and conditions hereinafter contained:

A. ENGAGEMENT. ATTORNEY agrees to provide legal services including legal advice and consultation, litigation and any other related issues or matters, which are assigned to him by CITY. In connection with such services, ATTORNEY shall provide at its own cost and expense all personnel, equipment, and library or electronic legal research services as are reasonably required to provide the services herein contemplated.

B. COMPENSATION. The primary individual lawyer for the CITY shall be Lonnie N. Groot, who shall serve as the CITY ATTORNEY. The CITY ATTORNEY may utilize other alternative attorneys from the firm, including but not limited to, Darren J. Elkind, who shall be deemed to be assistant city attorneys. Any attorney providing services to the CITY shall be admitted to practice by the Florida Bar and a member in good standing.

The ATTORNEY shall be compensated by the CITY ~~at the rate with a base fee~~ of \$6,000.00 per month for all work within the "Regular Scope of Work," which excludes

litigation and extra legal work, which additional items shall be billable by the ATTORNEY at the rate of **\$175.00** per hour. See attached **Exhibit "B"** for Regular Scope of Work. The parties estimate that in a typical month the ATTORNEY will not be required to work in excess of thirty five (35) hours. However, the ATTORNEY shall be required to keep track of all time incurred working for the CITY in accordance with Florida Bar Rules, and any time expended in excess of thirty five (35) hours per month shall be compensated at the rate of \$175.00 per hour. Time shall be recorded in .05 hour (3 minute) increments with a minimum charge of .10 hours (6 minutes). The ATTORNEY shall not be compensated for any time spent travelling to and from City Hall. The ATTORNEY will notify the CITY in advance if he determines that any particular project or the volume of work being assigned in a single month is likely to exceed thirty five (35) hours.

C. ACCESS TO CITY PERSONNEL AND RECORDS. The CITY agrees to provide access to all personnel and records deemed necessary for the completion of the services to be provided under the terms of this Agreement.

D. OUTSIDE CLIENTS. ATTORNEY is free to engage in any other business or legal representation, provided that such other business or legal representation shall not constitute a conflict of interest. In that event of a potential conflict of interest, the ATTORNEY will promptly advise the CITY of such potential conflict.

E. TIME REQUIRED. ATTORNEY shall devote only as much time and attention to the providing of legal services to the CITY as the opinion and judgment of ATTORNEY deems reasonably necessary.

F. PERSONAL ATTENTION. ATTORNEY agrees to give personal attention to work performed; and to in every way and in good faith protect to his utmost the rights of the CITY.

G. EXPENSES AND LITIGATION EXPENSES. The CITY ~~to shall~~ reimburse pay ATTORNEY for all expenses and court costs incurred in ~~the preparation of connection with~~ any

litigation which the ATTORNEY is authorized to prosecute or defend; in addition to those expenses as may be necessary in the taking of depositions, ~~traveling expenses at such rate as shall be allowed for "Authorized Travelers" by City Ordinance or State Law,~~ or any other expenses incurred in or about litigation that the City authorizes the ATTORNEY to defend or prosecute. It is understood that the CITY may engage other attorneys in ~~the defense of~~ prosecution or defense of any litigation or to handle any specialized matters. The term "litigation" does not include appearances before any City Board such as the Local Code Enforcement Board.

H. NON-LIABILITY FOR COSTS AND EXPENSES. ATTORNEY shall not be liable for costs or expenses of any kind and shall be reimbursed by CITY for all ordinary and necessary expenses paid by ATTORNEY in connection with the prosecution or defense of any litigation.

I. ADDITIONAL COUNSEL. If employment of additional counsel shall be necessary or advisable in the preparation of trial of any litigation, ATTORNEY may contract for such assistance on terms approved by the CITY. Matters related to Police Unions and collective bargaining, should they arise, shall be outside of the scope of this contract and the CITY may continue to retain other labor counsel to handle those matters.

J. EQUAL EMPLOYMENT. In all hiring or employment made possible by or resulting from this ~~Agreement~~^{contract}, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, physical or mental disability, national origin, gender, creed, culture or ancestry.

ATTORNEY shall fully comply with CITY Ordinance No. 13-03 regarding employment discrimination, including Section 3-4 of the City Code, which provides:

It is an unlawful employment practice for an employer:

- (1) To fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.
- (2) To limit, segregate or classify employees or applicants in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee or applicant because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.

K. ASSIGNABILITY. ATTORNEY shall not assign any interest in this ~~Agreement~~contract, nor shall ATTORNEY transfer any interest in the same without prior written consent of the CITY.

L. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this ~~professional services contract~~Agreement, that CITY shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

M. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION. ~~COVERAGE~~ ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the CITY under this ~~contract~~Agreement, and therefore, it is expressly declared and understood between the parties hereto, in entering into this ~~professional services contract~~Agreement, and in connection with unemployment coverage only that: (1); ATTORNEY has been and will be free from any control or direction by the CITY over the performance of the services covered by this ATTORNEY; (2); Services to be performed by ATTORNEY are outside the normal course and scope of the

CITY's usual business; and (3) ATTORNEY has been independently engaged in the practice of law prior to the date of this ~~Agreement~~contract. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of CITY for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering this ~~professional services contract~~Agreement that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the CITY.

O. CONFLICT OF INTEREST. ATTORNEY, by signing this Agreement, covenants that ATTORNEY has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest, which does or may conflict in any manner with the performance of ATTORNEY'S services and obligations under this Agreement. ATTORNEY further covenants that, in the performance of this ~~Agreement~~contract, no person having such an interest as described above shall be employed by ATTORNEY.

P. POWERS CONFERRED ON ATTORNEY. The CITY gives ATTORNEY the authority to file any and all papers necessary and proper in any action which he is authorized to prosecute or defend on behalf of the CITY; to take any evidence necessary and proper; to make any amicable and extrajudicial compromise of the case only with the CITY approval; and otherwise do those things ordinarily undertaken by a ~~C~~city attorney. ATTORNEY is granted the right and authority to do any and all things necessary and proper to protect the interest of the CITY, consistent with the City's Charter.

Q. CANCELLATION. Either party to this ~~contract~~Agreement may terminate this ~~contract~~Agreement at any time during the term of this ~~contract~~Agreement by giving the other

party written notice of said intention to terminate at least thirty (30) days before the date of termination; **provided, however,** that as to any pending litigation in which the ATTORNEY has been engaged, ATTORNEY shall, until a successor is appointed, take all actions necessary to protect the interests of the CITY pending appointment and appearance of such successor and shall be compensated therefore in the same manner as compensation is paid for litigation. ATTORNEY shall reasonably cooperate with any successor about pending matters. Notice of cancellation by the ATTORNEY shall be given to the CITY in care of the City Manager. Notice of cancellation shall be given to the ATTORNEY at his or her then address as shown by the records of the Florida Bar.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

CITY OF ST. AUGUSTINE BEACH

ATTEST: _____
City Manager

BY: _____
Mayor-Commissioner

**PAUL, ELKIND, BRANZ AND KELTON,
P.A. PAUL, LLP**

BY: _____
Darren J. Elkind, Managing Partner

CITY ATTORNEY

BY: _____

Lonnie N. Groot

Exhibit "B"

CITY ATTORNEY, CITY OF ST. AUGUSTINE BEACH

REGULAR SCOPE OF WORK

The scope of work is divided into two parts: regular and extra-legal. Under regular is the following:

1. Attend all regular and special or workshop meetings of the City Commission.

The City Commission has one regular meeting on the first Monday of every month. This meeting begins at 6:00 p.m. The Commission sometimes has special meetings or workshop meetings on other days of the month. These meetings may be held at 5:00 or 6:00 p.m.

2. Attend all meetings of the Comprehensive Planning and Zoning Board.

The Board normally has one meeting a month: the third Tuesday at 6 p.m.

3. Attend meetings of the Code Enforcement Board as the attorney for the Code Enforcement Officer.

The Officer brings cases to the City's Code Enforcement Board once a month, usually on the fourth Wednesday at 2:00 p.m. The City Attorney provides legal advice to the Officer. The Code Enforcement Board has its own attorney, if one is needed. Sometimes the Board has an emergency or special meeting.

4. Attend other meetings when requested or when deemed appropriate by the City Commission.
5. Perform all legal work for the City as required by the City Charter, excluding litigation.
6. Handle the negotiation and preparation of agreements, contracts or similar documents.
7. Review and comment on contract forms between the City and independent contractors.
8. Perform legislative work associated with City Commission, Planning Board, and Code Enforcement Board meetings, including preparation of ordinances and resolutions, variances, conditional

use permits, final development plans, etc., together with research work associated with the preparation of those documents.

9. Respond by telephone, e-mail or regular mail to requests for advice from the Mayor, Commissioners, Police Department, City Manager's office, and Building and Zoning Department regarding administrative, legislative, executive and legal issues.
10. When requested by the City Commission or by the Police Chief or by the City Manager, perform investigations that would require interviewing witnesses, taking testimony, review of reports and legal research.
11. Respond to email and telephone inquiries by members of the public regarding matters before the city.

Extra Legal – Bill Hourly at \$175

Work performed under extra-legal consists of the following:

- A. Attend City, County, State and Federal meetings and conferences on litigation work concerning the City when approved by the City Commission.
- B. Prosecute violations of local ordinances or of the zoning code in any Court, if the State Attorney is not handling the prosecution.
- C. Provide labor negotiations and assist with labor relations matters that go beyond routine telephone conferences or counseling. Ability to perform labor negotiations legal work is optional as the Police Department has traditionally used separate counsel for this work.
- D. Provide legal services for such matters which do not involve items covered by paragraphs 1-10 above, but which necessitate legal advice or use of the City Attorney's office, as determined by the City Commission. These matters which might be difficult to quantify but may include attendance at meetings between City officials and officials or representatives of other business entities or governmental entities, or attendance at mediation.
- E. Provide legal counsel in any litigation, including but not limited to defense of challenges to the City's ordinances, development orders, regulations; and defend the City in lawsuits which are not defended by legal services provided by the City's insurer, the Florida League of Cities.
- F. Conduct real estate or public finance closings and related legal work as bond counsel, etc.

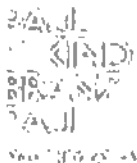
Max Royle

From: Darren Elkind <delkind@paulandelkind.com>
Sent: Wednesday, January 22, 2020 9:06 AM
To: Max Royle
Subject: RE: OUTSIDE ATTACHMENT:RE: City Attorney Contract

Max,

We charge in 3 minute (.05 hours) increments with a minimum charge of 6 minutes (.10). So if we spend 20 minutes on a particular task, it will be billed as .35 (21 minutes). I am very familiar with the 15 minute increment billing practice and find it to be a terrible idea, especially when serving in a general counsel or city attorney role. We don't want department heads to avoid asking simple questions, whether by phone or email, simply because they are worried about a 15 minute charge. I am happy to include this specific provision in the contract

I want to reiterate that the purpose of keeping track of time is not so that we can bill more. On the contrary, it is absolutely our intent and the plan all along to get the work done for \$6,000 per month. We just don't want to be in a position where we are having to do significantly more work in a given month for free. You will appreciate the quality work and the timely responses, but we just want to be treated fairly. Let me know if you need anything else.



142 E. New York Avenue

This e-mail is intended only for the individual(s) or entity(s) named within the message. This e-mail might contain legally privileged and confidential information. If you properly received this e-mail as a client or retained expert, please hold it in confidence to protect the attorney-client or work product privileges. If you are not the intended recipient of this message, or the agent responsible to deliver it to the intended recipient, you are hereby notified that any review, dissemination, distribution or copying of this communication is prohibited by the sender and to do so might constitute a violation of the Electronic Communications Privacy Act, 18 U.S.C. section 2510-2521. If this communication was received in error we apologize for the intrusion. Please notify us by reply e-mail and delete the original message without reading same. Nothing in this e-mail message shall, in and of itself, create an attorney-client relationship with the sender.

From: Max Royle <mroyle@cityofsab.org>
Sent: Wednesday, January 22, 2020 8:24 AM
To: Darren Elkind <delkind@paulandelkind.com>
Subject: RE: OUTSIDE ATTACHMENT:RE: City Attorney Contract

Darren,

How will your firm determine the time spent on City business outside of the meetings? For example, if we ask you to prepare an ordinance and it takes the firm 20 minutes to do the draft, will the City be charged the 20 minutes or will you calculate the charges on 15-minute increments, so that the 20 minutes for the ordinance is charged as 30 minutes?

From: Darren Elkind <delkind@paulandelkind.com>
Sent: Tuesday, January 21, 2020 2:48 PM

MEMORANDUM

Date: January 22, 2020

To: Max Royle, City Manager

From: William Tredik, P.E., Public Works Director

Subject: Award of Bid for 3rd Alley Ditch Drainage Improvements Project

BACKGROUND

The 3rd Alley Ditch Drainage Improvements Project (the Project) is a stormwater improvement project located between 2nd Avenue on the east, Sea Oaks Subdivision on the west, 3rd Street on the north and the unopened 2nd Street right of way on the south. Insufficient drainage in the area is currently provided by a ditch within the 3rd Alley right of way, which discharges into the 2nd Avenue drainage system. The project replaces this open ditch with an underground drainage conveyance system, and provides the following benefits to the City:

- Improved stormwater conveyance capability
- Reduced maintenance
- Reduced standing water and associated mosquito breeding area
- Elimination of erosion to adjacent properties

In FY 2019 the Commission appropriated money for design and permitting of the Project. In FY 2020 the Commission budgeted \$130,000 for Road and Bridge Drainage Improvements, which included funds for construction of the Project. Construction of the Project went out for bids on December 31, 2019, and bids were formally opened on January 21, 2020. The following six bids were received; shown in order from lowest to highest:

• Hassell Co. Int., LLC	\$119,999.00
• G&H Underground Construction, Inc.	\$130,450.00
• Besch & Smith Civil Group, Inc.	\$153,040.26
• A.W.A. Contracting Co., Inc.	\$190,382.50
• Grimes Utilities, Inc.	\$264,055.00
• Hager Construction Company	\$338,378.00

The apparent low bidder was Hassell Co. Int., LLC for a lump sum price of \$119,999.

DISCUSSION

The Public Works Department has reviewed the apparent low bidder's submittal for accuracy, completeness and has checked the submitted reference projects for verification of accuracy and satisfaction of the project owners. A blank copy of the standard agreement is also included for review.

Sufficient funds are currently available in the FY 2020 Road and Bridge Drainage Budget to construct the project. Upon award and contract execution, construction is scheduled to be complete within 150 days of the notice to proceed.

RECOMMENDATION

Approval of the tabulation of bids for the 3rd Alley Ditch Drainage Improvements Project and authorize the City Manager to enter into a lump sum contract with the low bidder, Hassell Co. Int., LLC in the amount of \$119,999.000 for construction of the Project.

**00500 STANDARD AGREEMENT BETWEEN OWNER AND CONTRACTOR
1992 EDITION**

These Contract Documents should be used only after consultation with counsel. The documents are not intended as legal advice appropriate to any specific situation, nor do they purport to address all issues which may arise between the contracting parties. The documents should be amended or supplemented where appropriate in order to address contractual concerns.

This Agreement is made on _____, 2019 by and between the St. Augustine Beach City Commissioners 2200 SR A1A, St. Augustine Beach, Florida 32080 (hereinafter referred to as the Owner)

and Hassell Co. Int., LLC (hereinafter referred to as the Contractor) under seal for construction of **3rd Alley Ditch Drainage Improvements** (hereinafter referred to as the Project), the Owner and the Contractor hereby agreeing as follows:

ARTICLE 1 - THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 The Contract

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2 The Contract Documents

1.2.1 The Contract Documents consist of this Agreement, the Bid Documents and Bid Forms, Specifications, all Change Orders and Field Orders issued hereafter and executed by the parties and the Engineers, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 Entire Agreement

1.3.1 This Contract, together with the Contractor's Public Construction Bond for the Project, constitutes the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any Bid Documents not listed among the Contract Documents described above and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor.

1.4 No Privity with Others

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 Intent and Interpretation

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words include, includes or including, as used in this Contract, shall be deemed to be followed by the phrase without limitation.

- 1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.
- 1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.
- 1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings and the Product Data and shall give written notice to the Engineer and the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Engineer of the Contract Documents, Shop Drawings, or Product Data shall not be evidence of the Contractor's compliance with this Contract. The Owner has requested the Engineer to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and shall not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made.
- 1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern; as between larger scale and smaller scale drawings, the larger scale shall govern.
- 1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or Scope of Work to be performed by Subcontractors.
- 1.6 Ownership of Contract Documents**
- 1.6.1 The Contract Documents shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without Owner's prior written authorization.

ARTICLE 2 - THE WORK

- 2.1** The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.
- 2.2** The term Work shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project in the manner set forth in the Contract Documents; furnishing of any required Surety Bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

Construction of **3rd Alley Ditch Drainage Improvements** and shall include furnishing the Owner with as-built drawings for the description of Work which City desires as-builts.

ARTICLE 3 - CONTRACT TIME

3.1 Time and Liquidated Damages

- 3.1.1 The Contractor shall commence the Work within ten (10) calendar days from the date of the Notice to Proceed and shall Substantially Complete all Work within One-Hundred Fifty (120) consecutive calendar days from the date of the Notice to Proceed. Final Completion shall be thirty (30) consecutive calendar days after Substantial Completion. The number of calendar days from the date

on which the Work is permitted to proceed, through the date set forth for Final Completion, shall constitute the Contract Time.

- 3.1.2 The Contractor shall pay the Owner the sum of \$ 580.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sum due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion shall be inexcusably delayed the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.2 Substantial Completion

- 3.2.1 Substantial Completion shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.

3.3 Time is of the Essence

- 3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

ARTICLE 4 - CONTRACT PRICE

4.1 The Contract Price

- 4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein the fixed sum of \$119,999.00. The sum set forth in the Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by Change Order as provided in this Contract.

ARTICLE 5 - PAYMENT OF THE CONTRACT PRICE

5.1 Schedule of Values

- 5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Project Director a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Project Director or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been agreed upon in writing by the Project Director and the Owner. The Owner may terminate this Contract without liability of any kind if the Schedule of Values is not agreed upon within fifteen (15) calendar days of the effective date hereof.

5.2 Payment Procedure

- 5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.
- 5.2.2 Progress Payments – Based upon the Contractor's Applications for Payment submitted to the Project Director and upon certificates for Payment subsequently issued to the Owner by the Project Director, the Owner shall make progress payments to the Contractor on account of the Contract Price. The City of St. Augustine Beach and St. Johns County will compare Applications for Payment for purposes of consistency. Payment by one party will not be made until the other party has had the opportunity to be aware of the particulars of the other's pay request.
- 5.2.3 On or before the fifteenth (15th) day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the thirtieth (30th) day of the previous month to the Project Director in such form and manner, and with such supporting data and content, as the Project Director may require. Therein, the Contractor may request payment for ninety percent

(90%) of that portion of the Contract Price properly incorporated in the Work less the total amount of previous payments received from the Owner.

Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested that the Work has been properly installed or performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Project Director and Engineer shall review the Application for Payment and may also review the Work at the project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Project Director shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on accounts of the Contract Price within thirty (30) days following the Project Director's receipt of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Project Director less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Project Director's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 herein below.

- 5.2.4 The Contractor warrants that title to all Work covered by an Application shall pass to the Owner no later than time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.
- 5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.
- 5.2.6 No progress payment, nor any use or occupancy of the Project by the Owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 Withheld Payment

- 5.3.1 Owner may decline to make payment, may withhold funds and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:
 - a) Defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
 - b) Claims of third parties against the Owner or the Owner's property;
 - c) Failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
 - d) Evidence that the balance of the Work cannot be completed in accordance with the Contract for unpaid balance of the Contract Price;
 - e) Evidence that the Work shall not be completed in the time required for Substantial or Final Completion;
 - f) Persistent failure to carry out the Work in accordance with the Contract;
 - g) Damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand.

5.4 Unexcused Failure to Pay

5.4.1 If within ten (10) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount due and payable to the Contractor, then the Contractor may after seven (7) additional days written notice to the Owner and the Project Director, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of 12 percent (12%) per annum.

5.5 Substantial Completion

5.5.1 When the Contractor believes the Work is Substantially Complete, the Contractor shall submit to the Project Director a list of items to be completed or corrected. When the Project Director on the basis of an inspection determines that the Work is in fact Substantially Complete, he shall prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Until Final Completion and acceptance of the Work by the Owner, the Owner shall pay the Contractor an amount equal to ninety percent (90%) of the Contract price. Ten percent (10%) of the Contract Price shall be retained until Final Completion, acceptance of the Work by the Owner and Final Payment to the Contractor.

5.6 Final Completion and Final Payment

5.6.1 When all the Work is finally complete and the Contractor is ready for a Final Inspection, it shall notify the Owner and the Project Director thereof in writing. Thereupon, the Project Director shall make Final Inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Project Director shall promptly issue a Final Certificate for Payment and if required to repeat its Final Inspection of the Work, the Contractor shall bear the cost of such repeat Final Inspection(s) which cost may be deducted by the Owner and all other Authorities having jurisdiction under Florida Laws or regulations.

5.6.1.1 If the Contractor fails to achieve Final Completion within the time fixed therefor by the Engineer in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum of \$580.00 per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing the Contract. When the Owner reasonably believes that Final Completion shall be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to Final Payment unless and until it submits to the Project Director its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of claims and lien from all Subcontractors of the Contractor and of any and all other parties required by the Project Director or the Owner; consent of Surety, if any, to Final Payment. If any third party fails or refuses to provide a release of claim or waiver of a lien as required by Owner the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

- 5.6.3 The Owner shall make Final Payment of all sums due the Contractor within thirty (30) days of the Project Director's execution of a Final Certificate for Payment.
- 5.6.4. Acceptance of Final Payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of Final Payment, and identified in writing by the Contractor as unsettled at the time of its request for Final Payment.

ARTICLE 6 - THE OWNER

6.1 Information, Services and Things Required from Owner

- 6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly, or at all, and shall have no liability therefor. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site. Copies may be provided instead of originals.
- 6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction.
- 6.1.3 The Owner shall furnish the Contractor, free of charge, 5 copies of the Contract Documents for execution of the Work. The Contractor shall be charged, and shall pay the Owner \$25.00 per additional set of Contract Documents which it may require.

6.2 Right to Stop Work

- 6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 Owner's Right to Perform Work

- 6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage shall be eliminated or corrected, the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work.

In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, and compensation for the Owner's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE 7 - THE CONTRACTOR

- 7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work where Contractor knows or should know such work involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Project Director and the Owner, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.
- 7.2 The Contractor shall perform the Work strictly in accordance with this Contract.
- 7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and other engaged in the Work on behalf of the Contractor.

7.4. Warranty

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that materials and equipment furnished shall be of good quality, free from faults and defects and in strict conformance with this Contract. This warranty shall survive termination of this Contract and shall not be effected by Final Payment hereunder. All Work not conforming to these requirements may be considered defective.

7.5 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 Supervision

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or Assignees.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

Name	Function
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals have been listed above.

7.7 The Contractor, prior to commencing the Work, shall submit to the Project Director for his information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each sum revision shall be furnished to the Project Director. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the Project Director, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Project Director the approved Product Data, Samples and other similar required submittals. Upon Final Completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 Product Data and Samples

7.9.1 Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with the information received from the Contract Documents. All Product Data, Samples and other submittals shall belong to the Owner and shall be delivered, or returned to Owner, as applicable, prior to Substantial Completion.

7.10 Cleaning the Site and the Project

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon Final Completion of the Work, the Contractor shall clean the site and the Project and remove all waste, together with all of the Contractor's property therefrom.

7.11 Access to Work

7.11.1 The Owner and the Project Director shall have access to the Work at all times from commencement of the Work through Final Completion. The Contractor shall take whatever steps necessary to provide access when requested.

7.12 Indemnity

7.12.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7.12.2 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

7.13 Safety

7.13.1 The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

7.13.2 The Contractor shall designate a member of the on site construction team whose duty shall be the prevention of accidents. Unless otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

ARTICLE 8 - CONTRACT ADMINISTRATION

8.1 Project Director

8.1.1 The Project Director, unless otherwise directed by the Owner shall perform those duties and discharge those responsibilities allocated to the Project Director as set forth in this Contract. The Project Director shall be the Owner's representative from the effective date of this Contract until Final Payment has been made. The Project Director shall be authorized to act on behalf of the Owner only to the extent provided in this Contract.

8.1.2 The Owner and the Contractor shall communicate with each other in the first instance through the Project Director.

8.1.3 The Project Director shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Project Director shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.1.4 The Project Director shall review the Contractor's Applications for Payment and shall certify to the Owner for payment to the Contractor, those amounts then due to the Contractor as provided in this Contract.

8.1.5 The Project Director shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Project Director deems it necessary or advisable, the Project Director shall authority to require additional inspection or testing of the Work for compliance with Contract requirements at Contractor's expense.

8.1.6 The Project Director shall review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Product Data and Samples. Such review, approval

or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

- 8.1.7 The Project Director shall prepare Change Orders and may authorize minor changes in the Work by field order as provided elsewhere herein.
- 8.1.8 The Project Director shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.
- 8.1.9 The Project Director's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.2 Claims by the Contractor

- 8.2.1 All Contractor claims shall be initiated by written notice and claim to the Project Director. Such written notice and claims must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.
- 8.2.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph 8.2 shall be reflected by a Change Order executed by the Project Director and the Contractor.
- 8.2.3 Claims for Concealed and Unknown Conditions - Should concealed and unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an usual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, wherein the Contract Documents or Standard Construction industry practices have not placed the responsibility of discovering such concealed and unknown conditions upon the Contractor prior to the Contractor submitting his Bid for the Work, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contract must give the Project Director written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed or unknown condition.
- 8.2.4 Claims for Additional Costs - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Project Director written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.
 - 8.2.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor.

The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction.

- 8.2.5 Claims for Additional Time - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or

neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Project Director, for such reasonable time as the Project Director may determine.

Any notice and claims for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving the rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim for an extension shall be waived. This paragraph shall not be deemed to waive any damages for delay that are covered by insurance.

8.2.5.1 Delays and Extensions of Time – An extension of Contract Time will not be given due to weather conditions unless such weather conditions (wind and rain) for any 30 day period are, on the average for that 30 days, more severe than average for the same 30 days for the previous ten years, and caused delay. In requesting extensions of time for weather conditions, Contractor shall present complete records and averages referred to above, and such requests shall document how weather conditions delays progress of the Work.

8.3 Field Orders

8.3.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be affected by field order and shall be binding upon the Contractor. The Contractor shall carry out such field orders promptly.

ARTICLE 9 - SUBCONTRACTORS

9.1 Definition

9.1.1 A Subcontractor is an entity that has a direct Contract with the Contractor to perform a portion of the Work.

9.2 Award of Subcontracts

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Project Director, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Project Director shall promptly reply to the Contractor, in writing, stating any objections the Project Director may have to such proposed Subcontractor. The Contractor shall not enter into a Subcontract with a proposed Subcontractor with reference to whom the Project Director has made a timely objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner by Subparagraph 12.2.1 below.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Changes Permitted

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 Change Order Defined

10.2.1 Change Order shall mean a written order to the Contractor executed by the Project Director, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by the Change Order.

10.3 Changes in the Contract Price

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Project Director on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Project Director requires, an itemized accounting of such expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by a pre-existing agreement or by custom, and workers compensation insurance, reasonable costs of premiums for all Bonds and insurance, permit fees, and sales, use or other taxes related to the Work and paid by the Contractor, and reasonable costs of directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expenses be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Owner's Certificate of Payment.

10.3.3 If Unit Prices are provided in the Contract, and if the quantities contemplated are so changed in proposed Change Order that application of such Unit Prices to the quantities of Work proposed shall cause substantial inequity to the Owner or to the Contractor, that applicable Unit Prices shall be equitable adjusted.

10.4 Minor Changes

10.4.1 The Project Director shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order and shall be binding upon the Owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 Effect of Executed Change Order

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 Notice to Surety; Consent

10.6.1 The Contractor shall notify and obtain the timely consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE 11 - UNCOVERING AND CORRECTING WORK

11.1 Uncovering Work

11.1.1 If any of the Work is covered contrary to the Project Director's request or to any provision of this Contract, it shall, if required by the Project Director, be uncovered for the Project Director's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not described in Subparagraph 11.1.1 above, it shall, if required by the Project Director or Owner, be uncovered for the Project Director's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall be

Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 Correcting Work

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Project Director as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Project Director's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work, if any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it within seven (7) days at the Contractor's expense upon receipt of written notice from the Owner. This obligation shall survive Final Payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one (1) year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work and has no relationship to the time which the obligation to comply with the Contract Documents may be sought to be enforced.

11.3 Owner May Accept Defective or Nonconforming Work

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project had it not been constructed in such manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE 12 - CONTRACT TERMINATION

12.1 Termination by the Contractor

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days written notice to the Owner, terminate performance under this Contract and recover from the Owner's payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate if such failure is not substantially corrected within fifteen (15) days, the Contractor may terminate performance under this Contract by written notice to the Project Director. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 Termination by the Owner

12.2.1 For Convenience

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

- 12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.
- 12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.
- 12.2.1.4 (a) The Contractor shall submit a termination claim to the Project Director specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Project Director. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.
- (b) The Owner and the Contractor may agree to compensation, if any, due to the Contractor hereunder.
- (c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts;
- (d) Contract prices for labor, materials, equipment and other services accepted under this Contract;
- (e) Reasonable costs incurred in preparing to perform and in performing a portion of the Work prior to termination and not included in (d) or (e), and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided, however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract had been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (f) Reasonable costs of settling and paying claims arising out of the termination of Subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 For Cause

- 12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, supply enough properly skilled Workers, supervisory personnel or proper equipment or materials, or if it fails to make prompt payment to Subcontractors, or for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a material provision of this Contract, then the Owner may, by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- 12.2.2.2. If the unpaid balance of the Contract Price less any liquidated damages due under this Contract, exceeds the cost of finishing the Work, including compensation for the Project Director's additional services and expenses made necessary thereby, such exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive the termination of the Contract.

- 12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

ARTICLE 13 - INSURANCE

13.1 Contractor's Insurance:

13.1.1 The successful Bidder shall indemnify and hold the Owner harmless against all loss, damage, or expense by reason of injury to person or damage to property arising out of the use of or activities on any said premises by the successful Bidder, its agents, representatives, Contractors, Subcontractors, or employees. Prior to commencement of services under this Contract the successful Bidder's insurance coverage shall comply with the following insurance requirements:

- a. Worker's Compensation/Employer's Liability Insurance as required by the Worker's Compensation Laws of the State of Florida.
- b. General Liability Insurance on the Comprehensive form for all operations of the successful Bidder under the Contract, including coverage for, but not limited to Personal Injury Broad Form Property Damage and Project Liability for a minimum limit of \$1,000,000 per occurrence.
- c. Automobile/Truck Injury and Property Damage Liability Insurance covering all vehicles, whether owned, non-owned, leased or hired, with not less than \$100,000 per person/\$300,000 per occurrence combined single limits.

Insurance companies providing the required insurance coverages for the successful Bidder must be rated into the current issue of "Bests" Insurance Key Rating Guide at "A" for the policyholder's category and XIII for the financial category to be specifically approved by the Owner.

13.2 Insurance Certificate

13.2.1 A Certificate of Insurance, naming St. Augustine Beach City Commissioners as additional insured, shall be required at the signing of the Contract by the successful Bidder. Certificates of Insurance are to be authorized in writing by an officer of the insurance company or companies, identifying their agent and executed by the agent with a copy of the agent's license by the insurance company attached. The Certificate must reflect the required coverages and guarantee the City of St. Augustine Beach Commissioners. Certified copies of all policies must accompany the Certificate of Insurance when requested by the City.

ARTICLE 14 - MISCELLANEOUS

14.1 GOVERNING LAW

14.1.1 The Contract shall be governed by the law of the place where the Project is located.

14.2 Successors and Assigns

14.2.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.3 Surety Bonds

14.3.1 The Contractor shall furnish a separate Public Construction Bond to the Owner. Such Bonds shall set forth a penal sum in an amount not less than the Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such Bonds. The Public Construction Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by the Contractor. The Public Construction Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner.

14.4. Safety of Persons and Property

- 14.4.1 When existing utility lines shown on the Drawings are to be removed or relocated, the Contractor shall notify the Engineer in ample time for taking measures for prevention of the interruption of any required services prior to the beginning of operations. In the event that the Contractor damages any existing utility lines not shown on the Drawings, the location of which is not known to the Contractor, report thereof shall be made immediately to the Engineer.
- 14.4.2 Locations of existing utility lines shown on the Drawings are based on the best information available to the Engineer, but shall not be considered exact either as to location or number of such lines.
- 14.4.3 Contractor shall protect utility lines constructed under terms of the agreement and those discovered or shown on Drawings to be existing. Damage occurring to utility lines due to Contractor's operations shall be repaired at no cost to the Owner.

ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY

15.1 Contractor's Employment Opportunity

- 15.1.1 The Contractor and all Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age.

The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

- 15.1.2 The Contractor and all Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin or age.

ARTICLE 16 - APPRENTICESHIP LAW REQUIREMENTS

16.1 Apprenticeship Law (Chapter 446, Florida Statutes)

- 16.1.1 The Contractor shall make a diligent effort to hire for Performance of the Contract a number of apprentices in each occupation which bears to the average number of journeyman in that occupation to be employed in the performance of the Contract, the ratio of at least one (1) apprentice or trainee to every five (5) journeymen.
- 16.1.2 The Contractor shall, when feasible and except when the number of apprentices or trainees to be hired is fewer than four (4), assure that twenty-five (25) percent of such apprentices or trainees are in their first year of training. Feasibility here involves a consideration of the availability of training opportunities for first year apprentices or trainees, the hazardous nature of the Work for beginning workers, and excessive unemployment of apprentices or trainees in their second or subsequent years of training.
- 16.1.3 The Contractor, during the performance of the Contract, shall make diligent efforts to employ the number of apprentices or trainees necessary to meet requirements of Subparagraphs a. and b. However, on-the-job training programs shall only be established in non-apprenticable trades or occupations to meet the requirements of this section.
- 16.1.4 The Contractor agrees to return records of employment, by trade, of the number of apprentices or trainees by first year of training, and the number of journeymen and the wages paid, and hours of work, of such persons on a form as prescribed by the Bureau of Apprenticeship of the Division of Labor at three (3) month intervals. Submission of duplicate copies of forms submitted to the United States Department of Labor shall be sufficient compliance with the provisions of the section.

- 16.1.5 The Contractor agrees to supply the Bureau of Apprenticeship of the Division of Labor, at three (3) months intervals, a statement describing steps taken toward making diligent effort and containing a breakdown by craft or hours worked and wages paid for first year apprentices or trainees, other apprentices or trainees and journeymen.
- 16.1.6 The Contractor agrees to insert in any Subcontract under this Contract the requirements contained in this section. The term Contractor as used in such clauses and any Subcontract shall mean the Subcontractor.
- 16.1.7 Anything herein to the Contrary notwithstanding, Contractor agrees to comply with all of the provisions of Florida Statutes 446 and all regulations prescribed by the Bureau of Apprenticeship of the Division of Labor.

ARTICLE 17 - ELECTRONIC DOCUMENT SUBMISSIONS

- 17.1 All final documents/work products must also be delivered in Adobe "pdf" format in one "pdf" file. The purpose of this file format is for electronic transmittal and publishing of final work products. Any plans, specifications, reports, or other documents regulated by Chapters 471 and 472, Florida Statutes, or by any other Federal or State law rule or regulation are exempted from this requirement.
- 17.2 For Documents regulated by Chapters 471 and 472, Florida Statutes, the Contractor/Consultant shall provide a CD(s) with the digital files of any plans, specifications, reports or other deliverable documents for informational purposes only or archive a digital copy of such files which shall be retained by the Contractor Consultant for a period of ten (10) years following the acceptance of the final work product, and which shall be made available to the City upon request from an authorized City official/employee, and payment by the City of the cost of reproduction. For documents regulated by any other Federal or State law, rule, or regulation, the Contractor/Consultant shall abide by, and comply with, the provisions contained in the applicable Federal/State law/rule/regulation.

Contract No. _____ 3rd Alley Ditch Drainage Improvements

Owner: City of St. Augustine Beach

Contractor:

Type or Print Name Seal

Type or Print Name Seal

By: _____
Signature

By: _____
Signature

Print or Type Title

Print or Type Title

Date of Execution

Date of Execution

_____, Clerk of Courts

By: _____
Deputy Clerk

Date of Execution

MEMORANDUM

TO: Max Royle, City Manager

FROM: William Tredik, P.E. Public Works Director

DATE: February 3, 2020

SUBJECT: Ordinance 20-05, Public Hearing and First Reading, to amend, revise and restate Chapter 10 – Garbage and Trash of the City code

INTRODUCTION

The City of St. Augustine Beach currently provides solid waste can pickup service to approximately 180 commercial customers that do not have collection through a private solid waste contractor. Of the 180 commercial customers, approximately 152 are transient rentals. Commercial solid waste collection occurs weekly (in some cases semi-weekly for additional fees), with tabulation done via physical counting of 32-gallon cans (or equivalent volume). The "can count" is tabulated by Public Works and billing is accomplished by the Finance Department. The city currently bills \$1.76 per 32-gallon can or equivalent volume. Additional fees are assessed to commercial customers who opt for recycling and a second pickup per week. The counting, tabulation, data entry and billing of cans and equivalent cans requires significant staff hours.

City staff presented a proposal at the January 6, 2020 City Commission meeting to change from the existing "can count" method to a simpler and less labor-intensive method of tabulating and billing commercial solid waste collection and disposal fees. Staff presented a comparison between the City of St Augustine Beach and the City of St. Augustine commercial solid waste collection and disposal fee schedules, which included a review of what City of St. Augustine Beach businesses would pay for solid waste collection and disposal services under a fee schedule similar to the City of St Augustine.

Staff presented, at the January 6th Commission meeting, the following recommendations for commercial solid waste collection fees:

- Require that all commercial customers purchase and use a specific number of 32, 64 or 96-gallon wheeled tippable cart with hinged lid. The size and number of cans would be based upon their historical can counts

- Cart fees would be established by resolution in a way to provide a tiered structure, fair to both large and small businesses.
- Transient rentals would be considered commercial properties, with solid waste collection and disposal fees by either a monthly fee option, a non-ad valorem assessment, or a hybrid plan thereof.

Discussion at the January 6th Commission meeting centered around multiple issues, and included discussion about the following:

- Creating a financial incentive for large solid waste producers to utilize licensed private solid waste haulers
- Condominiums with six or more residences should utilize licensed private solid waste haulers, and thus be exempt from the non-ad valorem solid waste assessment
- Creating a tiered fee schedule which was fair and equitable to all customers
- Businesses properties should not pay less for solid waste collection and disposal fees than residential properties
- Mixed-use buildings, as defined in the City Code, should be allowed to utilize a shared solid waste collection area
- Transient rentals would be billed via the monthly fee option, as with other commercial service premises

DISCUSSION

Staff has reviewed the Commission comments from the January 6, 2020 meeting and present attached Ordinance 20-05, amending, revising and restating Chapter 10 – Garbage and Trash of the City code. Ordinance 20-05 includes the following notable changes to the current City Code:

- Adds language identifying transient rentals as commercial services premises
- Specifies that Commercial waste receptacles are defined as wheeled waste carts of either sixty-five (65) or ninety-five gallon (95) capacity, purchased from the City. (The 32-gallon cart commercial option was eliminated due to the provision for mixed-use buildings below)

- Adjust the maximum limit of residential 32-gallon cans to four per week. (this increases equity among residential customers)
- Allows residential service premises within mixed-use buildings to use the commercial trash area associated with the mixed-use building
- Allows for the elimination of City provided solid waste collection and disposal services for service premises of six (6) or more dwelling units
- Allows for the elimination of City provided solid waste collection and disposal services for commercial service premises which historically generated more than ten (10) 32-gallon cans (or equivalent volume)
- Allows for the billing of additional pick up fees (to be adopted by resolution) for collection of material in excess of the purchased cart volume, from unauthorized receptacles and uncontainerized solid waste.
- Allows for modification of the solid waste collection and disposal fees based upon a customer requested city audit of solid waste volume.
- Adds language indicating that solid waste non-ad valorem special assessment shall provide for the collection and disposal of solid waste.

ACTION REQUESTED

Hold a public meeting and pass Ordinance 20-05 on its first reading. A revised solid waste fee schedule will be adopted by resolution at the second reading of the ordinance.

ORDINANCE NO: 15-0920-05

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, RELATING TO GARBAGE AND TRASH; AMENDING THE CODE OF THE CITY OF ST. AUGUSTINE BEACH, CHAPTER 10, GARBAGE AND TRASH, TO AMEND, REVISE AND RESTATE THE ENTIRE CHAPTER 10 OF THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA:

Section 1. Chapter 10 of the Code of the City of St. Augustine Beach

be, and the same is, hereby amended, revised and restated to read:

Chapter 10 - GARBAGE AND TRASH

ARTICLE I. - IN GENERAL

Sec. 10-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial service premises means a service premises used primarily for any business or commercial use; and shall include apartment buildings or complexes having more than five (5) dwelling units, condominiums having more than five (5) dwelling units, motels, hotels, transient rentals, and any property owned by any governmental entity.

Commercial trash area means any area used for accumulation of trash generated by any business, whether or not deposited in a container, which area is not enclosed within a building.

Commercial waste receptacle shall mean a wheeled waste cart purchased from the City ~~receptacle larger than the standard waste receptacle, such as a waste~~

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~~cart with a volume of sixty-five (65) or ninety-five (95) gallons with a hinged lid and integral metal lifting bar designed and/or intended to be placed at the curb by the customer and capable of being manually aligned to the collection truck by the City collector and mechanically dumped using semi-automated equipment. ; intended for use by a commercial or multifamily establishment or structure, designed to be emptied into a city-owned refuse truck using semi-automated equipment, and as approved by the public works director.~~

Construction debris means the debris, generated by construction, remodeling, or demolition of buildings, structures and/or improvements to real property.

Contractor means any person who shall hold a franchise or contract with the city for the collection of any type of solid waste within the city.

Garbage means every refuse accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking, and dealing in or storage of meats, fish, fowl, fruits or vegetables, and any other matter of any nature whatsoever which is subject to decay and generates noxious or offensive gases or odors, or which, during or after decay, may serve as breeding or feeding material for flies or other germ-carrying insects, and any bottles, cans or other containers which, due to their ability to retain water, may serve as breeding places for mosquitoes or other water-breeding insects.

Garbage dumpster means and includes any factory-built, leak proof, steel or aluminum commercial bulk container designed or intended to be mechanically hoisted and dumped into a specially equipped truck. It shall include a roll-off container.

Garden trash means every refuse accumulation of grass or shrubbery cuttings, and other refuse attending the care of lawns, shrubbery, vines, trees and tree limbs.

Hazardous waste means that waste, which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly accumulated, transported, disposed of, stored, treated, or otherwise managed. It shall also include "hazardous waste" as such term may be defined from time to time within the Florida Administrative Code in the rules pertaining to hazardous waste, or by federal law, rule or regulation. It shall also include "biohazardous waste", meaning that waste

which may cause disease or reasonably may be suspected of harboring pathogenic organisms and shall include but not be limited to waste resulting from the operation of medical and veterinary offices and clinics, hospitals, and other facilities producing waste which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing and surgical gloves. It shall also include "biohazardous waste" as such term may be defined from time to time within the Florida Administrative Code in the rules pertaining to biohazardous waste, or by federal law, rule or regulation.

Improved real property means land within the city upon which there is a building for which a certificate of occupancy has been issued, or upon which there is a building which is or has previously been used or occupied, either for residential or commercial usage, or a combination usage, or upon which any building is located for which application for a certificate of occupancy has been filed with the city.

Land clearing means the removal and disposition of trees, shrubs, or any other objects in order to make land suitable for another activity or improvements. Land clearing shall not mean maintenance removal of trees and shrubs from improved real property.

Mixed use building: A structure containing a mix of commercial and residential uses, one (1) floor devoted for commercial use, the other floor devoted to residential use.

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Owner means a person owning, occupying or leasing (not including transient leasees) any premises coming under the terms of this chapter.

Recycling container means a plastic or other city approved receptacle used to separate paper, glass, plastic, cans, bottles, or other materials for the recycling system.

Recyclable material means solid waste such as paper, glass, plastic, cans, bottles, or other materials which are collected separately from other solid waste.

Recycling system means a city approved system of reusing, recovering or treating recyclable material. It shall include city or county sponsored resource recovery projects, solid waste composting projects, solid waste incinerator systems, treatment systems, and/or other such systems and projects as may exist from time to time.

Residential service premises means a service premises used as a residence or dwelling unit by one (1) or more human beings; but shall not include apartment building or complexes having more than five (5) dwelling units, condominiums having more than five (5) dwelling units, motels and hotels, nor transient rentals.

Rubbish means every accumulation of waste material of a relatively small or light weight nature other than garbage and trash such as, but not necessarily limited to, paper, sweepings, dust, rags, bottles, cans, or other such wastes. Rubbish shall not include special waste, white goods, sludge, construction debris, hazardous waste, and debris from land clearing.

Service premises means improved real property that: (a) generates solid waste, (b) has a street address to which mail is deliverable by the United States Postal Service, and (c) is eligible to receive waste collection service by the city or its contractor according to such additional criteria, if any, as the city commission shall adopt from time to time by ordinance or resolution of the city commission. If a list of service premises is established and approved by resolution of the city commission at any time, then the city manager shall have authority to make additions or deletions to such list according to the requirements contained in Chapter 10 of the City Code and any resolutions of the city commission.

Short Term Rental Dwelling Unit—A dwelling unit customarily rented for a term of less than six (6) months. A condominium unit is usually included in this classification when offered for rent, unless otherwise indicated by the unit's rental history.

Sludge means any substance that contains any of the waste products or other discharges from a water treatment plant, sewage disposal system facility, septic tank, grease trap, portable toilets and related operations.

Solid waste means garbage, rubbish, sludge, special waste, trash, white goods, hazardous waste, debris from land clearing, construction debris, and other discarded or discharged solid or semisolid materials, including but not limited to any debris from any source. It shall also mean wrecked vehicles and boats, and junk of any kind resulting from domestic, residential, commercial, and governmental operations.

Special waste means that waste that requires special management, including lead-acid batteries, tires, waste oil, dead animals, and all other solid waste

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requiring special management, except the following: garbage, rubbish, trash, white goods, hazardous waste, sludge, debris from land clearing, construction debris, and wrecked vehicles and boats.

Transient Lodging Establishments—Any unit, group of units, dwelling, building, group of buildings within a single complex of buildings, or any similar place which is rented for a period of less than thirty (30) days or one (1) calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to transients. The following uses are excluded from the definition of transient lodging establishments:

- (a) Any hospital, nursing home, sanitarium, adult congregate living facility, or other similar care facility.
- (b) Any condominium common elements not containing sleeping accommodations such as swimming pools, club houses, tennis courts or similar elements.
- (c) Child care in the home.
- (d) Bed and breakfast.
- (e) Rooming house.

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Trash means rugs, mattresses, furniture, small appliances, bicycles, tools, automobile parts of a commonly replaceable nature, including but not limited to, spark plugs, brake shoes, filters, hoses, belts, shock absorbers and mufflers, and comparable materials, and garden trash. Trash shall include scraps and other small amounts of building materials, including lumber and other wood products, plaster, wallboard, tile and shingles, and other similar small items wasted in the minor maintenance of the service premises. Trash does not include special waste.

Waste materials means sand, wood, stone, brick, cement, concrete, roofing and other refuse building materials attending the construction, alteration, repair or demolition of buildings or other structures. Also, trees, tree limbs, tree trunks and tree stumps.

Residential waste receptacle means and includes any light gauge steel,

plastic, or galvanized receptacle of a nonabsorbent material, closed at one (1) end and open at the other, furnished with a closely fitted top or lid and two (2) handles and of not more than thirty-two (32) gallons capacity. A waste receptacle may also include a heavy duty, securely tied, plastic bag, not exceeding thirty-two (32) gallons capacity, designed for use as a garbage, rubbish or trash receptacle. It shall not include a garbage dumpster.

Waste cart means a wheeled plastic container with a volume of sixty-five or ninety-five (95) gallons with a hinged lid and integral metal lifting bar, designed and/or intended to be placed at the curb by the customer and capable of being manually aligned to the collection truck by the City collector and mechanically dumped using semi-automated equipment.

White goods means inoperative and discarded refrigerators, ranges, washers, water heaters, and other similar domestic and commercial appliances.

Yard; front, side and rear are defined in section 2.00.00 of Appendix A to the St. Augustine Beach City Code.

Sec. 10-2. - Containers-Generally.

- (a) It shall be the duty of all owners of residences, businesses, professional offices, stores, shops, restaurants, hotels, boarding houses, apartment houses or other establishments in the city, to supply each of such establishments with sufficient waste receptacles or waste carts.
- (b) Waste receptacles or waste carts shall be kept in a place easily accessible to the city manager or the city's health inspector and shall be subject to inspection and approval of condition by the city manager or said inspector/designee. The city manager or designee/health inspector shall have the power and right to demand replacements, if, in his opinion, it be necessary in the interest of the health and safety of the people.
- (c) All garbage, rubbish, and trash suitable for containerization shall be deposited in waste receptacles or waste carts marked and placed as from time to time required by the regulation of the city manager, provided that garbage and rubbish shall not be placed together with trash in the same waste receptacle or waste carts. The regulation to be adopted by the city manager will provide for the convenient identification by city garbage and trash drivers and collectors of the ownership of the receptacles or carts.

Sec. 10-3. - Placement.

- (a) No waste receptacle, waste cart, garbage dumpster, commercial trash area, or uncontainerized trash, excluding garden trash, shall be kept or maintained upon or adjacent to any public thoroughfare or public sidewalk, parkway, front yard, side yard, or in any place within the view of persons using any public thoroughfare or public sidewalk in the city, except that:
- (1) Not earlier than 12:00 noon of the day preceding that upon which garbage, rubbish, and containerized trash collections are customarily made from such premises, waste receptacles or waste carts containing such garbage, rubbish or trash shall be placed within five (5) feet of the street or alley for the purpose of permitting the collection of garbage, rubbish, and trash therefrom; such waste receptacles or waste carts shall be permitted to remain in such places only for and during the period of the day upon which such collection was made.
 - (2) No more than twenty-four (24) hours before the day upon which uncontainerized trash collections are customarily made from such premises, trash not contained in a waste receptacle or waste cart, excluding garden trash, shall be deposited within five (5) feet of the street or alley upon the premises of the person by whom such accumulation is made, or where such premises are located upon a used alley, at a point easily accessible to and readily noticeable from such alley for the collection of uncontainerized trash from the premises; such uncontainerized trash shall be permitted to remain in such places only for and during the period of the day upon which such collection was made.
 - (3) Waste receptacles or waste carts placed on commercial property solely for the convenience of customers, and not used for deposit or storage of garbage, rubbish or trash generated by the business, may be located within the view of persons using the public thoroughfares or public sidewalks.
 - (4) Not earlier than 12:00 noon of the day preceding that upon which white goods or special waste collections are customarily made from such premises, such white goods or special waste shall be placed within five (5) feet of the street or alley for the purpose of permitting the collection of the same: such white goods or special waste shall be permitted to remain in such place only for and during the period of the day upon which such collection was made.
 - (5) Any container that is allowed to remain at curbside or roadside at times other than those permitted by this section, and any container other than the assigned cart, that has become damaged or deteriorated, may be

impounded by the city. The owner of any such container so impounded shall be notified immediately in writing by the city by mail to the address where picked up or by placing a notice thereof in a conspicuous place on such premises, or both. The owner may redeem such impounded containers within thirty (30) days after the same are impounded by the city by paying the charges in accordance with the schedule set out in Appendix A. Any container not redeemed within the thirty-day period may be used by the city in any manner as the city may determine in furtherance of the waste control program or may be sold to the highest bidder at a noticed public sale for cash, which cash shall be deposited in the general fund of the city.

- (b) A garbage dumpster or commercial trash area is permissible only if totally blocked from the view of persons using any public thoroughfare or public sidewalk by a building, landscaping or fence. Such fence shall not be less than six (6) feet or more than eight (8) feet in height, measured from ground level. The minimum setback distance for a fence shall be ten (10) feet in the front yard, five (5) feet in the side yard, and five (5) feet in the rear yard. Such fence and any gate must be so constructed as to prevent any trash or its container from being visible to persons using the public thoroughfare or public sidewalks. The maximum space allowable between slats or pickets of a wooden fence or gate is three-quarters ($\frac{3}{4}$) of an inch. The fence may also be constructed of brick or masonry. All fencing shall require a building permit in accordance with the standard building code prior to construction. Other construction materials must be approved by the planning and zoning board. Landscaping must be of sufficient height, width, and density to totally block the view of the garbage dumpster or commercial trash area from the view of persons using any public thoroughfare, public sidewalk, or adjacent property and must be maintained by the owner of the property. The sufficiency of the fence or landscaping shall be determined by the city building official. The minimum distance from any garbage dumpster or commercial trash area shall be fifteen (15) feet from the boundary of any adjacent residential or multi-family zoned property. Dumpster or commercial trash areas shall constructed of impervious materials and shall be of sufficient size to fully contain the volume of solid waste generated from a commercial service premises, and to prevent any waste from being transported to outside the enclosure area via wind, water or other natural occurrences. Runoff from dumpster and commercial trash areas shall be conveyed to on-site stormwater treatment areas and shall not be allowed to leave the site untreated.

- (a) A fence constructed to enclose a garbage dumpster or commercial trash area,

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with such fence being no greater in circumference than the minimum size necessary to enclose the garbage dumpster or commercial trash area, shall not be subject to the height requirements of section 7.01.03C. of Appendix A to the St. Augustine Beach Code.

- (b) Garbage dumpsters or other trash containers located on property owned by the City or St. Johns County and placed thereon with consent of the city or St. Johns County, shall be exempt from the requirements of this section.
- (c) The owner of the premises upon which, or adjacent to which, a violation of this section occurs shall be responsible for such violation. In the event of a violation of this section, for the first violation in a calendar year the property owner shall receive a written warning, as well as a copy of this ordinance [Ord. No. 01-03]. Subsequent violations shall result in a ~~one hundred fifty~~ dollar (\$~~50~~100.00) charge for continued trash and garbage service. In all cases, there shall be an additional late charge if the fee is not paid within thirty (30) days of the notice date, or in the event an appeal is filed and denied, within thirty (30) days of the mailing of the denial notice. The late charge shall be ten (10) percent of the amount due. These fees and charges shall constitute a lien on the property. The official records of the city manager shall constitute notice of the pendency of such lien. Notice of the existence of and reason for such a lien shall be mailed to the property owner's last known address and the city manager shall be authorized to record a copy thereof with the Clerk of the Circuit Court of St. Johns County, Florida, in the event that notice of protest shall not be received within thirty days from the date of mailing. In the event of notice of protest is received within such thirty (30) days the city manager shall schedule the protest for hearing before the city commission for determination of the validity of such lien and furnish the owner with notice of the time and place of hearing. In addition to the fine provided in this section, the general penalty and additional remedies prescribed in section 1-9 of the St. Augustine Beach Code shall apply to any violation of this section.
- (d) This section shall take effect upon its passage. Any garbage dumpster or commercial trash area which is not presently blocked from view in accordance with the requirements of this, section shall be brought into compliance within ninety (90) days from passage of this section.

Sec. 10-4, - Residential waste,

- (a) The quantities of garbage, rubbish, trash, white goods, and recyclable material which a service premises consisting of a single family residence may place for collection by the city shall be subject to the following maximum limits:

- (1) ~~Four~~ Five (54) thirty-two (32) gallon waste receptacles of garbage and rubbish with a maximum weight limit of forty (40) pounds for once a week pickup;
- (2) Two (2) sixty-five (65) gallon or ninety-five (95) gallon waste carts of garbage and rubbish for once a week pickup.
- (3) Two (2) cubic yards of uncontainerized garden trash with no item over forty (40) pounds or a length greater than four (4) feet, for each once a week pickup. Such waste shall be neatly stacked in an area accessible for collection with no overhead obstructions, not placed on top of storm drains, and/or adjacent to or on top of fire hydrants, mailboxes, electrical transformers or communication risers (pedestals)
- (4) Any quantity of garden trash capable of being placed into a container shall be placed in containers with substantial strength enough to support and hold the weight of the waste, whether by use of cardboard boxes, plastic bags or thirty- two-gallon trash cans, with a maximum weight limit of forty (40) pounds;
- (5) Privately employed tree trimmers, tree surgeons, landscape contractors, lawn maintenance service providers and operators of tree and shrubbery maintenance services and other like services who receive a fee shall remove all trash and debris from the premises on which they are working, including but not limited to, limbs, tree trunks, roots, shrubbery, grass clippings, bulky yard and vegetative wastes and other debris resulting from their work and dispose of it in the proper manner. No lawn trash or grass clippings shall be left on the paved street abutting the property or on adjacent property. Bulky yard or vegetative waste shall not be placed in carts or bulk refuse containers.
- (6) Two (2) items of white goods for each once a week pickup, provided that no more than ten (10) such items shall be collected in a calendar year; and
- (7) Two (2) recycling containers holding recyclable material for each once a week pickup.
- (8) Two (2) cubic yards of residential construction debris, if generated by the home occupant with a valid building permit if such a permit is required, is to be collected from each residential unit once per week. (Construction debris generated by a contractor shall not be collected by the city and the contractor shall be responsible for disposal regardless of whether the waste is residential or commercial.)

(b) The owner or owners of a residential service premises consisting of two

(2) to five (5) dwelling units shall be allowed to place for collection the maximum quantities provided in subsection (a) for each dwelling unit.

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(c) The owner or owners of a residential service premises contained within a mixed-use building may utilize the commercial dumpster or commercial trash area associated with the mixed-use building, upon filing of permission from the commercial services premises in the mixed-use building. When a residential service premises within a mixed-use building elects to utilize the commercial dumpster or commercial trash area associated with the mixed-use building, the residential service premises may request exemption from the solid waste non-ad valorem special assessment, and all solid waste collection and disposal fees for the mixed-use building will be the responsibility of the commercial services premises. The owner or owners of the commercial service premises in the mixed use building must provide a notarized affidavit indicating their authority and agreement to allow the residential services premises within the mixed-use building to utilize the commercial dumpster or commercial trash area on the mixed-use building property.

(b)

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(e)(d) Beginning October 1, 2020, the owner or owners of a service premises consisting of a condominium having six (6) or more dwelling units, or of an apartment building having six (6) or more dwelling units, shall not be eligible for solid waste collection and disposal service by the city and must secure private collection and disposal services. be allowed to place for collection the maximum quantities provided in subsection (a) for each dwelling unit provided such condominium or apartment building is eligible to receive service under subsection (d). It shall be the responsibility of the owner or unit owners association of every such condominium or apartment building to give written notice to the city by June 1 of each year whether it does or does not desire the City to furnish waste collection and disposal service from October 1 to September 30 of the following year.

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(d) A condominium having six (6) or more dwelling units, or an apartment building having six (6) or more dwelling units, shall be eligible to receive solid waste collection and disposal service by the city provided that:

(1) Such condominium or apartment building is assessed the annual special assessment imposed by the City of St. Augustine Beach in accordance with Article II of this chapter and applicable city ordinances in respect to the time period service is to be provided by the city; or

~~(2) The owner or unit owners association of such condominium or apartment building pays quarterly in advance of collection to the city the waste disposal service charge as determined by the city manager based on the then current special assessment levied by the City of St. Augustine Beach on a dwelling unit multiplied by the number of dwelling units in such condominium or apartment building. The charge shall be prorated for the time from commencement of service until the disposal cost is paid by the special assessment; or~~

~~(3) The owner or unit owners association of such condominium or apartment building pays quarterly in advance of collection to the city and the waste disposal service charge as determined by the city manager based on treating such condominium or apartment building as a commercial service premises and paying a service charge in accordance with section 10-13.~~

~~(4) The options provided in paragraphs (2) and (3) of this subsection (d) shall terminate when disposal costs can be paid by the annual special assessment imposed by the City of St. Augustine Beach in accordance with Article II of this chapter and applicable city ordinances.~~

(c) This section does not prohibit an owner from placing for collection garbage, rubbish, trash, white goods, and recyclable material in excess of the maximum quantities provided under subsection (a) when the city has previously agreed with the owner to collect such excess quantities.

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~~(f)(e)~~ The city will not collect residential waste contained in a garbage dumpster from any service premises.

Sec. 10-5. - Prohibited practices.

(a) It is unlawful for any person:

- (1) To deposit on or bury in, or cause to be deposited on or buried in, any land, public square, street, alley, vacant lot or unoccupied lot, any lake, creek, watercourse, or ditch, within the city, any solid waste or noxious, malodorous, or offensive matter.
- (2) To deposit or place in, or cause to be deposited or placed in, a waste receptacle or waste cart containing garbage or rubbish, any materials other than garbage and rubbish;
- (3) To deposit or place in, or cause to be deposited or placed in, a waste receptacle or waste cart containing trash, any materials other than trash;

- (4) To fail or neglect to keep, or cause to be kept, clean, sanitary, tightly covered, free from vile and noxious odors, and in good state of repair, all waste receptacles and waste carts;
 - (5) To use or supply waste receptacles or waste carts other than those defined and provided for in this chapter;
 - (6) To deposit any garden trash upon any adjoining lot or premises, whether vacant or improved, occupied or unoccupied, or upon any other lot or premises, storm drain or street, alley or park, or in any canal or waterway, lake or pool.
 - (7) To burn any solid waste within the city limits without first obtaining a permit to do so from the City Manager.
 - (8) To deposit any hazardous waste as defined by this chapter and/or the Florida Statutes, or special wastes such as tires, lead-acid batteries, waste oil, paint, etc. in any waste receptacle, waste cart or bulk refuse container.
 - (9) To dispose of any solid waste not generated within the city limits.
- (b) It is unlawful for any person to permit a violation of subsection (a) to be done.

Sec. 10-6. - Authority.

The city commission shall have authority to enter into one (1) or more franchises or contracts with any person or persons for the exclusive or nonexclusive collection, transportation, and disposal of solid waste generated by any premises within the city, and upon such terms and conditions as the city commission may determine to be in the public interest.

Sec. 10-7. - Investigation-Hearings.

The city commission shall have the power to investigate the quality of service of contractors, and their compliance with any franchise or contract, or with city, county, state and federal laws, rules, regulations and ordinances, and may hold hearings, and enter such orders pertaining to same as shall be in the public interest.

Sec. 10-8. - Revocation of contracts.

- (a) Any franchise or contract issued under this chapter may be revoked by the city commission if the contractor:

- (1) Refuses to comply with any lawful order of the city commission entered after a public hearing that pertains to the franchise or contract, or this chapter or any resolution of the city commission passed pursuant thereto.
 - (2) Charges or collects any rate, fee or charge not provided for in the franchise or contract or in excess of an amount authorized by the city commission.
 - (3) Violates or fails to comply with any provision of the City Code or any resolutions passed pursuant thereto, relating to the collection, transportation, or disposal of solid waste, or violates the provisions of the franchise or contract, or any county, state, or federal law, rule, regulation or ordinance relating to the collection and disposal of solid waste.
 - (4) Fails to submit any report or information required under the franchise or contract.
 - (5) Abandons, fails or refuses to perform the services required under the franchise or contract.
- (b) If the city commission or city manager, deems a contractor to be in violation of its franchise or contract, or in violation of this Chapter 10 or a resolution passed thereunder, the city manager shall notify the contractor by certified mail of the reasons why the contractor is considered to be in violation and shall provide ten (10) days or such other reasonable time for the contractor to comply with the terms of the franchise or contract. Failure by the contractor to comply in the specified time will result in a hearing before the city commission. The contractor shall be given at least ten (10) days prior notice of the hearing. The city commission, at or subsequent to said hearing, may, at its option and for good cause, adopt a resolution terminating the franchise or contract or requiring the contractor within a time certain to perform the tasks necessary to comply with the terms of the franchise or contract. The city commission shall specify the grounds considered by the city commission for its action.
- (c) Notwithstanding the above, if by reason of force majeure, acts of God, or other such catastrophic unavoidable circumstance, a contractor is unable to comply with its obligations under its franchise or contract, such failure shall not be grounds for revocation of the franchise or contract provided that the cause for such noncompliance is capable of being fixed, remedied and corrected within a reasonable time and provided further

that the contractor timely commences and proceeds with all actions reasonably necessary to comply with its obligations.

Sec. 10-9. - Appeals.

Appeals from final orders and decisions rendered by the city commission after hearings as provided in or pursuant to this chapter, shall be by timely certiorari to the circuit court in accordance with applicable Florida Rules of Appellate Procedure.

Sec. 10-10. - Prohibition on garbage collection business.

It shall be unlawful for any person, not holding a valid franchise, contract, or other authority issued by the city commission, to engage in the business of, or to receive pay or consideration for, the collection of garbage and rubbish generated by residential or commercial service premises within the city.

Sec. 10-11. - Penalty.

Any person violating any of the provisions of this Chapter 10 shall be subject to the general penalty provided under section 1-9 of the St. Augustine Beach City Code, in addition to being subject to any penalties provided for under the terms of this Chapter 10. Additionally, and not in lieu of the general penalty, the provisions of sections 10-3, 10-5, and 10-14 of this chapter may be enforced by the building and zoning department before the municipal code enforcement board which is specifically authorized to hear violations of such sections.

Sec. 10-12. - Recycling containers and recyclable material.

- (a) Upon the placement of a recycling container holding recyclable material upon the city right-of-way, or at any other location from which collection is customarily made by the city, the recyclable material shall become the property of the city.
- (b) The assignment of a recycling container to a person shall permit such person to use the recycling container only for the holding of recyclable material, and for no other purpose. Upon such assignment, the city shall remain the owner of the recycling container, and the person receiving the recycling container shall be responsible to use the same only in the recycling program, and to return the recycling container to the city upon request. A recycling container shall not be removed by a person from the property to which it has been assigned.

(c) It is unlawful for any person:

- (1) To remove material of any kind from any recycling container which is placed upon the city's right-of-way, or at any other location from which the city customarily collects recyclable material, unless such person is an authorized employee or agent of the city doing so as part of the recycling program; or
- (2) To intentionally misuse, damage, or destroy a recycling container; or
- (3) To obtain or use, or endeavor to obtain or to use, a recycling container with intent to, either temporarily or permanently:
 - a. Deprive the city thereof; or
 - b. Appropriate a recycling container to his own use or to the use of any person not entitled thereto.
- (d) Nothing in this section shall limit the right of any person to donate, sell, or otherwise dispose of the recyclable material generated by such person.
- (e) The city's police department shall have the authority to enforce the provisions of this section. This authority shall be in addition to the authority granted to police officers pursuant to the City Charter and ordinances.
- (f) Any person who violates any of the provisions of this section 10-12 shall be subject to the penalty provided under section 10-11 of the St. Augustine Beach City Code.
- (g) Each commercial service premises shall be entitled to a single eighteen (18) gallon container collected once per week. Commercial service premises desiring to recycle beyond the base amount shall be charged the actual costs, including administrative costs, incurred by the city. The number and size of recycling containers in excess of the single eighteen (18) gallon container base shall be established by the commercial service premises prior to October 1 of each year and shall not be altered, except to permanently stop recycling, for the ensuing fiscal year.

Sec. 10-13. - Commercial waste.

- (a) Every commercial service premises, including but not limited to hotels and motels, shall pay to the city for the disposal of waste collected by the city, or the availability of such service, the service charges provided in this section. However, this section shall apply to condominiums and apartment buildings

only if payment of the waste disposal service charge is made under subsection (d)(3) of section 10-4. In the instance of commercial service premises not utilizing a commercial garbage dumpster, which do not actually utilize city waste collection services in any month, the charge for the availability of such service shall be equal to the amount charged by the city for four (4) "equivalent containers" during such month.

(b)(b) Commercial services premises which generate, or have historically generated more than an average of ten (10) 32-gallon waste receptacles (or equivalent volume) of solid waste per week will not be eligible for city solid waste collection services and must a secure private hauler for solid waste collection and disposal services, provided the hauler is duly franchised and authorized to collect solid waste within the city.

(c) Authorized ~~Equivalent~~ commercial containers; collection.

(1) Commercial service premises shall purchase, from the city, either sixty (65) gallon or ninety-five (95) gallon waste carts (or a combination thereof) for use in city solid waste collection. The number / total volume of waste carts to be purchased shall be based upon historic can count information for each commercial services premises. In cases where historic can count information is unavailable, the business owner will coordinate with the public works director to determine the appropriate "starting solid waste volume" based upon similar businesses. Carts purchased from the city will be uniquely identified, and will be picked up during normal solid waste collection schedules without the assessment of additional fees, provided the carts are placed appropriately per Sec. 10-3. - Placement, are in proper working order, and are not overfilled so that the lids do not completely close. Cart purchase prices will be adjusted annually by the City Manager, based upon actual material and labor costs.

(1)(2) For the disposal of garbage, rubbish, and trash contained in ~~thirty-twosixty-five (65)32~~ or ninety-five (95) gallon waste ~~receptacles-carts~~ holding no more than forty (40) pounds of waste ("equivalent containers") as designated pursuant to subsection (2) hereof, excluding garden trash, each commercial service premises shall pay a monthly charge for each ~~authorized equivalent waste cart container purchased from the city,~~ collected in the preceding month as determined pursuant to subsection (h) hereof. Monthly charges for waste carts will be established by resolution.

(3) Unauthorized receptacles. Solid waste in unauthorized cans, carts, bags or other containers will be logged and assessed additional pickup fees as established by resolution. The volume of any solid waste collected from unauthorized receptacles will be measured and logged. If a commercial

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service premises utilizes unauthorized receptacles more than six (6) times in a twelve (12) month period, the commercial service premise will be required to purchase additional waste carts of sufficient volume so as to avoid future solid waste overages. An authorized receptacle which is overstuffed so that the lid does not completely close, or not placed per Sec. 10-3. – Placement, will be deemed an unauthorized receptacle, and will be logged and assessed an additional pickup fee.

- (4) Uncontainerized solid waste. Uncontainerized solid waste will be charged additional pickup fees, depending upon the quantity, volume and type of material collected. A fee schedule for uncontainerized solid waste will be set by resolution.

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- (5) Change in commercial solid waste volume. If a business undergoes changes resulting in the reduction of solid waste generation, they may request an adjustment of the mandated number / volume of solid waste carts. The business must submit, in writing, to the City Manager's office, a request for a revaluation of solid waste fee. Upon receipt, the Public Works Department will conduct a random audit of the business's solid waste volume, to determine if a fee reduction is warranted. The random audit will be conducted within a six (6) month period to account for seasonal variation. If it is determined that a fee reduction is warranted, the business must return the appropriate number of waste carts to the city, and the monthly cart fee will be adjusted accordingly. A business may request a reduction of the mandated number / volume of solid waste carts a maximum of once per 12-month time period.

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- ~~(2)(6)~~ The owner of a commercial service premises may elect, as provided in subsection (g) hereof, on a form designated by the city manager to exempt the commercial service establishment from collection by the city provided that a commercial garbage dumpster is used. ~~Should a commercial service premises regularly exceed six (6) equivalent containers on the city's regular collection schedule, the city manager may require the owner of such commercial service premises to provide for contracted dumpster service.~~

- (c) The quantity of garbage and ~~rubbish~~ which a commercial services premises may place for collection is limited to that which will fit within the business's purchased authorized commercial receptacles. The quantity of ~~trash~~, white goods and recyclable material which a commercial service premises may place for collection by the city is subject to the same maximum limits provided for a single- family residence under subsection 10-4(a). ~~However, the only type of uncontainerized trash which will be collected from a commercial service premises is garden trash.~~

- (d) This section does not prohibit an owner from placing for collection garbage, rubbish, trash, white goods, and recyclable material in excess of the maximum quantities provided under subsection (c) when the city has previously agreed with the owner to collect such excess quantities. Quantities in excess of the maximum quantities will be assessed an additional pickup fee as set by resolution.
- (e) The city will not collect commercial waste contained in a garbage dumpster from any service premises.
- (f) The service charges provided in subsection (b) shall be due and by the end of the calendar month in which the invoice for such services is rendered and shall be regarded as delinquent thereafter.
- (g) A commercial service premises may be exempted from payment of the service charges upon written notice delivered to the office of the city manager, stating that the owner elects not to receive any waste collection and disposal service from the city, provided the owner furnishes evidence of a contract for dumpster service. It shall be a violation of this Code punishable as provided in section 10-11 hereof to collect dumpster garbage and trash between the hours of 7:00 p.m. of any day and 7:00 a.m. of the ensuing day.
- (h) The city manager is hereby authorized, from time to time, to determine the cost to the city for the utilization of landfills ~~owned by St. Johns County~~ and to promulgate waste disposal service charges for each equivalent container to be charged pursuant to subsection (b) hereof in accordance with such costs. Such charges shall become effective as of the beginning of the next ensuing fiscal quarter after a copy thereof has been furnished to the city commission, unless the city commission shall, by ordinance, provide some other fee or charge or direct that no charge be made.
- (i) Commercial garden trash collection shall be provided to each commercial service premises once per week and be subject to the same rules governing the collection of uncontainerized and containerized residential garden trash waste. The amount charged by the city for such collection shall be set by resolution.
- (j) Two (2) cubic yards of commercial construction debris, if generated by the business occupant with a valid building permit if such a permit is required, is to be collected from each commercial service premises once per week. (Construction debris generated by a contractor shall not be collected by the city and the contractor shall be responsible for disposal regardless of whether the waste is residential or commercial.)

- (k) Collection of garbage and refuse for commercial service premises may be permitted in excess of one (1) day per week on a subscription basis. Commercial service premises shall pay an additional fee for each additional collection day plus the standard disposal costs as required with basic collection services. Commercial service premises may have up to three (3) additional collection days per week, provided an application for such service is made to the city and the city manager or his designee determines the public works department has capacity to provide the additional service. No garbage or refuse will be collected on Wednesdays or weekends. Fees for the additional collection services shall be set from time to time by resolution of the city commission. Fees for disposal of the additional collection services shall be as set by agreement between the city and the county.
- (l) In lieu of receiving garbage collection service from the city, commercial service businesses may contract with a private hauler for garbage and refuse collection services provided the hauler is duly franchised and authorized to collect garbage within the city

Sec. 10-14. - Enforcement of payment of service charges.

- (a) The owner of each service premises shall be liable to the city for the amount of service charges provided by sections 10-4 and 10-13. The city shall bill the owner of the service premises, unless the service premises is leased and the owner guarantees in writing payment of the service charges by the tenant. If the tenant shall fail to pay any service charges billed to him, the tenant and the owner shall be jointly and severally liable to the city for payment of the service charges.
- (b) In the event an owner or tenant of any service premises fails to pay the amount due the city under section 10-4 or 10-13, by the end of the month in which the invoice for commercial waste service is rendered, there shall be added thereto a late charge of the greater of ten (10) percent of such invoice or five dollars (\$5.00). If such invoice, shall not be paid within thirty (30) days thereafter the amount of such service charges including late fees shall double and if not paid within sixty (60) days the city may enforce the collection of the service charge by imposing a lien on the real property involved by filing a civil action against the owner and/or the tenant for the amount due the city, including the city's attorney's fees in bringing the action, or by ceasing further waste collection service, or by all of said remedies, including enforcement before the local code enforcement board with each day of non-payment constituting a separate violation.

- (c) If the service charge for a service premises is not paid within ninety (90) days after the due date, the city may forthwith impose a lien upon the service premises. The city manager is authorized to file a notice of lien in the official records maintained by the Office of the Clerk of the Court of St. Johns County, Florida. Said notice shall identify the owner of the service premises, describe the property upon which the lien is claimed, and the amount of the lien. The amount of the lien shall be equal to the sum of the service charges past due, costs incident to recording the lien, and the City's attorney fees.
- (d) Any lien described in this section may be enforced and collected as provided by the laws of Florida, or may be enforced in equity in the manner provided by the laws of Florida for the enforcement of mortgage liens. The owner shall be responsible for all attorney's fees and costs incurred by the city in any action to enforce the lien. Such attorney fees and costs shall be added to the amount of the lien.
- (e) If any person pays the service charges after the filing of a notice of lien in the official records, the person shall also pay to the city the fees charged by the office of the clerk of the court for recording the notice of lien and a satisfaction of the lien.

Sec. 10-15. - Owner to be responsible for compliance with Code.

Every owner remains liable for violations of responsibilities imposed upon an owner by this article even though an obligation is also imposed on the occupant of the premises and even though the owner has by agreement imposed on the occupant the duty of maintaining the premises or furnishing required refuse containers and collection.

Secs. 10-16--10-99. - Reserved.

ARTICLE II. - SOLID WASTE NON-AD VALOREM SPECIAL ASSESSMENT

Sec. 10-100. - Need for special assessment.

The special assessment shall provide for the collection and disposal of solid

waste and is necessary in order to fund a comprehensive, coordinated, economical and efficient program for the collection and disposal of solid waste within the corporate limits of the City of St. Augustine Beach. In the event it may be deemed necessary due to changes in the interlocal agreement between St. Johns County and the City of St. Augustine Beach for solid waste collection and disposal services, or other costs pertaining to City's solid waste operations, including collection and recycling, are found to exceed the revenues generated by the special assessment, the city may expand the assessment and the application of the revenues for such purpose.

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Sec. 10-101. - Properties subject to the special assessment.

Within the City of St. Augustine Beach, the levy and collection of the annual special assessment shall apply to all properties within the incorporated area of the City of St. Augustine Beach as legally described in Section 1-2 of Article I of the Charter of the City of St. Augustine Beach and in official documents in the possession of the City Clerk as amended from time to time.

Sec. 10-102. - Annual certification.

- (a) By June 1, 1992, the office of the city manager shall certify to the county property appraiser and county administrator a list of all properties within the city subject to the special assessment at any time after the adoption of this section and prior to the date of certification.
- (b) Annually by June 1 of each year thereafter, the office of the city manager shall certify to the county property appraiser and county administrator a list of all properties within the city subject to the special assessment at any time subsequent to the last annual certification and prior to the date of the then current certification.

- (c) The office of the city manager shall not include in the list under subsections (a) or (b) above any properties subject to the special assessment based on any list prepared by the county property appraiser or the county in accordance with applicable county ordinances or state law.

Sec. 10-103. - Interlocal agreement.

The city commission is authorized to enter into an interlocal agreement with St. Johns County in connection herewith.

Sec. 10-104. - Franchise required for businesses conducting private collection and disposal of commercial, construction and demolition debris.

- (a) It shall be unlawful for any person or other legal entity not holding a valid and appropriate franchise issued by the city and which allows such person or entity to engage in the business of, or to receive compensation or consideration for, the performance of the following: collecting, hauling or transporting commercial, construction and demolition debris by containerized motor vehicles, roll-offs, compactor containers or dumpsters from any property within the city. These provisions shall not apply to (1) the collection, hauling or transporting of land clearing debris; hazardous, radiological and biohazardous waste; wrecked, scrapped, ruined or dismantled motor vehicles, boats or motor vehicle parts; or yard trash or (2) when the collecting, hauling or transporting of commercial, construction and demolition debris is clearly subordinate and incidental to the services for which compensation is paid.
- (b) The city manager, or his or her designee, may enter into a franchise agreement with qualified applicants for the non-exclusive right to collect and transport commercial, construction and demolition debris from any property within the city limits when the city manager, or his or her designee, has received satisfactory evidence of the following and when the applicant covenants as follows:
 - (1) The application is made in good faith
 - (2) The applicant has the means and resources to carry out the collection and transportation service required by the franchise.
 - (3) The applicant demonstrates the ability to maintain insurance in the form and amount prescribed by the city, including liability coverage, and to indemnify the city.
 - (4) The applicant has complied, or demonstrates its capacity and willingness to comply, with all applicable federal, state and local laws and ordinances,

rules and regulations, including required permitting.

- (5) The applicant demonstrates the ability to provide a bond in the amount of five thousand dollars (\$5,000.00) or other surety for the applicant's faithful payment under this ordinance and the franchise.
 - (6) The applicant shall maintain an office located in St. Johns County.
- (c) The city manager shall prescribe forms for franchise applications, and said forms may require (i) certified copies of all corporate, partnership or other documents reflecting the applicant's owners, shareholders, partners, officers or agents; (ii) bonds; (iii) insurance; (iv) a proposed schedule of rates, fees and charges and (v) any other relevant information deemed necessary to fully advise the city commission of the applicant's qualifications and ability to perform under a franchise agreement. The city manager shall not require submittal of proprietary information if such information is exempt or confidential as defined by the Florida Public Records Act, F.S. Ch. 119.
- (1) Initial application for non-exclusive franchise for the collection, transportation and disposal of construction and demolition debris shall be submitted on a form provided by the city.
 - (2) Any non-exclusive franchise granted shall be for a three (3) year period beginning November 1 and ending October 31st of the third year.
 - (3) Thereafter, renewal applications shall be submitted between July 1 and August 1 of the third year, unless otherwise provided by resolution of the city commission.
 - (4) Failure to submit applications as provided above shall result in a forfeiture of an applicant's ability to obtain a non-exclusive franchise.
- (d) The following franchise fees shall be paid to the city for non-exclusive franchises:
- (1) The franchisee or authorized collector shall pay franchise fees to the city for the privilege of using the public rights-of-way and other thoroughfares of the city for the collection and transportation of construction and demolition debris which originates within the city limits.
 - (2) The franchise fee schedule is as follows:
 - a. The franchisee's fee for commercial, construction and demolition debris shall be equal to ten (10) percent of the franchisee's gross revenue collected for collection, transportation, processing and/or disposal of commercial, construction and demolition debris.

- b. Haulers shall pay three hundred dollars (\$300.00) fee for the term of the franchise and for each subsequent renewal.
- (3) Franchise fees shall be paid to the city on a time schedule as determined in the franchise agreement, or if not provided in the franchise agreement, as determined in writing by the city manager or his or her designee.
- (4) The franchise fee amount or percentage may be amended by resolution of the city commission following public hearing.
- (e) *Regulations applicable to franchise holders.* Non-exclusive franchisees collecting, transporting and/or disposing of commercial, construction and demolition debris shall comply with the following requirements:
 - (1) When collecting, transporting and/or disposing of commercial, construction and demolition debris, each of the franchisee's employees shall wear a company shirt or uniform which shall have the franchisee's name or logo on a conspicuous place.
 - (2) All trucks used by the franchisee for the collection of commercial, construction and demolition debris shall be marked with the name and telephone number of the franchisee in plainly visible letters. Each container placed on a commercial site shall be labeled with the name of the franchisee on the side.
 - (3) All franchisee containers for hauling shall be totally enclosed or securely covered when transporting within the city.
 - (4) All vehicles used by the franchisee for transporting shall be maintained in good, clean and safe operating condition. Each franchisee shall have all vehicles used as part of the franchise agreement inspected at least once a year by a properly licensed professional mechanic and shall provide a written inspection report to the city public works department solid waste division.
 - (5) The franchisee shall provide the city with a current list of vehicles used under the franchise agreement and shall further provide the vehicle identification number and current license plate number of each vehicle.
 - (6) The franchisee immediately shall clean and properly dispose of any waste materials or products dropped or spilled by the franchisee. Upon completion of the clean-up, the franchisee shall timely report to the city solid waste division in writing the location, type of drop or spill and the corrective procedure conducted.
 - (7) All commercial, construction and demolition debris collected by the

franchisee or collector shall be processed or disposed of at a properly permitted or licensed facility.

- (8) For the purpose of verifying the amount of any franchise fee payable to the city pursuant to this ordinance, or for the purpose of verifying the items, reports and information provided by the franchisee pursuant to this ordinance, the city shall have access at all reasonable hours to the franchisee's places of business and its statistical, customer service and other records relating to the accumulation, collection, transportation and disposal of commercial, construction and demolition debris from properties within the city during the preceding year and such other information as the city may require in support of same.
- (9) All reports, audits and payments shall be timely made by each franchisee and failure therein shall be a default in the franchise agreement. Any late payments of franchise fees due under the franchise shall bear interest at the maximum rate allowed by law.
- (f) If the city manager deems a franchisee to be in violation of its franchise agreement, or in violation of this ordinance or resolutions, rules or regulations promulgated hereunder, the city manager shall notify the franchisee by certified mail of the reasons why the franchisee is considered to be in violation and shall provide ten (10) days for the franchisee to review the violation and to comply with the terms of the franchise agreement. Failure by the franchisee to comply in the specified time may result in termination of the franchise.

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Section 2. Any Section or Sections of the Code of the City of St. Augustine Beach not specifically modified herein shall survive in full force and effect and remain unchanged unless a conflict arises in which case this Ordinance shall control.

Section 3. Other than Section 1 hereof, this Ordinance shall not be codified, but a copy of this Ordinance shall be maintained in the offices of the City Manager and the Director of Public Works.

Section 4. This ordinance shall take effect ten days following

passage.

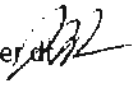
PASSED by the City Commission of the City of St. Augustine Beach,
Florida, upon Second Reading this 7th day of January, 2015.

**CITY COMMISSION OF THE CITY OF
ST. AUGUSTINE BEACH**

ATTEST: _____ By: _____
City Manager Margaret England, Mayor

MEMORANDUM

TO: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Samora
Commissioner Rumrell

FROM: Max Royle, City Manager 

DATE: January 6, 2020

SUBJECT: Personnel Manual Changes: Consideration of Resolutions re: Additional Holidays, overtime Pay and Compensation During a Declared Emergency

INTRODUCTION

For the updating of the personnel Manual, Ms. Raddatz will present to you two proposed changes. A resolution concerning each is attached.

- a. Pages 1-4, Resolution 20-02, to amend section XI.19 of the Manual to allow an additional one-and-a-half holidays for the employees.
- b. Pages 5-8. Resolution 20-03, to amend Section XII.5.D of the Manual regarding the calculation of overtime pay and adding Section XII.14 regarding compensation for employees during a declared emergency

RESOLUTION 20-02

For years, the City has had 10 ½ holidays:

- New Year's Day (January)
- Dr. Martin Luther King Day (January)
- Presidents Day (February)
- Memorial Day (May)
- July 4th
- Labor Day (September)
- Veterans Day (November)
- Thanksgiving Day and the day after It (November)
- Half day on Christmas Eve (December)
- Christmas Day (December)

Ms. Raddatz suggests the following be added to the above list: all of Christmas Eve Day and Good Friday before Easter. This would provide 12 paid holidays for the employees and would be in line with the number of holidays other area cities and counties provide to their employees.

Action Requested

It is that you discuss this proposal with Ms. Raddatz and, if you agree with it, you approve Resolution 20-02.

RESOLUTION 20-03

The Resolution concerns two changes: First, to clarify that approved leave, such as vacation, cannot be used as part of calculating whether an employee is entitled to overtime pay. Overtime pay will be provided only for actual hours worked in excess of an employee's normal work schedule.

The second is to clarify compensation for the following:

- a. During a declared emergency, such as tropical storm or hurricane, if an employee cannot be in the City during normal work hours, he or she will still be paid their normal pay.
- b. Employees entitled to overtime pay (non-exempt employees) will be paid overtime in accordance with the Federal Fair Labor Standards Act.
- c. Employees usually not entitled to overtime (exempt employees, such as department heads), can receive compensation for hours worked during an emergency if the City Commission approves such compensation.

There is language in Exhibit A that adds more detail to what's presented above. Ms. Raddatz will explain the details in Exhibit A.

Action Requested

If you agree with what she proposes, we ask that You approve Resolution 20-03



CITY OF ST. AUGUSTINE BEACH

Date: January 2, 2020

To: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Rumrell
Commissioner Samora

From: Beverly Raddatz, MMC, City Clerk *BR*

Subject: Amending the Personnel Manual Regarding Section XI.19 Holidays

Background:

On December 24th staff was working until 12 noon. There were only two calls about garbage pickup and no walk-ins in the City Manager's Office because St. Johns County and the City of St. Augustine employees were off Monday, December 23, 2019 through Wednesday, Christmas Day. Due to all the announcement from St. Johns County and the City of St. Augustine, most residents thought that the City of St. Augustine Beach was closed too, even though we advertised the City's closings in the Record, on city hall's entrances and the bulletin board.

Staff did a benefit analysis in 2018 (see attached) which included holidays. Most of the local and County municipalities in our area are off Good Friday, the Friday before Easter, as well as Christmas Eve and Christmas Day. The City of St. Augustine, City of Atlantic Beach, Clay County, Putnam County, Putnam Sheriff's Office and the City of Jacksonville Beach have a total of 12 paid holidays per year. St. Johns County has a total of 13 paid holidays per year. The City of St. Augustine Beach has 10.5 paid holidays. In order to be competitive, it is necessary to give a competitive benefit package to employees. Since most municipalities have 12 paid holidays, this would make the City competitive or at least equal to them for holiday pay and attract employees when there is an opening.

Budget Analysis:

There would be no budget impact for the City. Employees would be paid regular eight hours as usual.

Recommendation:

It is the recommendation of staff to adopt the proposed Resolution 20-02 and include the increased holidays in the Personnel Manual.

RESOLUTION 20- 02

CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY

RE: TO AMEND THE IN THE PERSONNEL MANUAL
HOLIDAYS, SECTION XI.19 FOR THE CITY OF ST.
AUGUSTINE BEACH

The City Commission of St. Augustine Beach, St. Johns County, Florida, in the regular meeting duly assembled on February 3, 2020, resolves as follows:

That the Section XI.19 from the Personnel Manual for the City of St. Augustine Beach is hereby amended by the addition of the following language, and such language shall be incorporated into the Personnel Manual as follows:

XI.19 HOLIDAYS

The City shall consider the days listed below as paid holidays, but reserves the right to schedule work on these days when required by City business. Employees who work a holiday will be paid at their normal straight time rate of pay for the actual hours worked on the holiday, ~~plus a normal day's pay or compensatory time off will be given to the employees.~~

A floating holiday must be approved by employee's supervisor prior to taking this holiday:-

A.	New Years' Day	- January 1
	Martin Luther King Jr.'s Birthday	- As Established by Federal Policy
	Presidents Day	- As Established by Federal Policy
	<u>Good Friday</u>	<u>- Friday Before Easter</u>
	Memorial Day	- As Established by Federal Policy
	Independence Day	- July 4
	Labor Day	- First Monday in September
	Veterans Day	- November 11
	Thanksgiving Day	- Fourth Thursday in November
	Day After Thanksgiving	- For all other Employees
	Floating Holiday	- For Public Works Employees
	<u>Christmas Eve</u>	<u>- December 24</u>

Christmas Day

- December 25

- ~~B.~~ ~~On the last regular work day before Christmas, employees shall be granted a half day holiday.~~
- ~~C.~~ B. When any holiday falls on a Saturday, the employee shall be entitled to the preceding Friday as a paid holiday. When any holiday falls on a Sunday, the employee shall be entitled to the following Monday as a paid holiday.
- ~~D.~~ C. In addition to the above designated holidays, the City Commission may declare additional holidays.
- ~~E.~~ D. An employee must be on active pay status on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday, in order to qualify to be paid for the holiday. (Active pay status is to include vacation and/or sick leave.)
- ~~F.~~ E. Should a holiday occur during the absence of an employee while on vacation with pay, or sick leave with pay, the employee shall receive compensation for the holiday, and the holiday shall not be charged against the employee's sick leave or vacation.
- ~~G.~~ F. That holiday hours shall be considered as hours worked for the purposes of calculating overtime.
- ~~H.~~ G. Vacation days cannot be used for paid holidays.
- ~~I.~~ H. Salaried employees shall not be entitled to additional compensation for working on a holiday.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of St. Augustine Beach, St. Johns County, Florida amends the above Section of the City of St. Augustine Beach Personnel Manual to read as set forth above, with the remainder of the policies remaining as adopted previously.

RESOLVED AND DONE, this 3rd day of February 2020, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.

Margaret England, Mayor

ATTEST:

Max Royle, City Manager

BENEFIT COMPARISON 2018

	Atlantic Beach # of Employees 120	Bunnell # of Employees 51	Clay County # of Employees 570	Fernandina Beach # of Employees 308	Flagler Beach # of Employees 117	Green Cove Springs # of Employees 110	Jacksonville Beach # of Employees 164	Orange Park # of Employees 104	Palatka # of Employees 145	Putnam County # of Employees 648	Putnam County Sheriff's # of Employees 270	St. Augustine # of Employees 308	St. Augustine Beach # of Employees 51	St. Johns County # of Employees 1253	St. Johns County Sheriff Office # of Employees 647
BUDGET IN MILLIONS	10	7	476	115	15	8	10	5	9	661	18	80	7	733	68
HEALTH INSURANCE															
Carrier	UHC	Florida Blue	Blue Choice - 3 Plans		UHC	Florida Blue PPO / HMO	Florida Blue	Florida Blue		Florida Blue- Several Plans	Florida Blue- Several Plans	UHC	UHC	Florida Blue / Humana	Florida Blue/ Humana
Deductible			\$250-500		\$250-1000	\$500-2000	\$3,000			\$500-2000	\$500-2000	\$250-\$1000	\$250-500	\$500-\$1500	\$500-3000
Employee Plan	4%	0%	4% - 20%	0%	100%	0-9%	0%	0%	0%	0%	0%	23-34%	0%	0 - 9%	0 - 9%
Spouse/Fam Plan	Unknown	58%	17% - 37%	50%	100%	24-37%	50%	14 - 16%	14-25%	14.21%	14.21%	24-37%	30%	18%	18%
Health Reimb Acct	N/A		Employee Pays 100%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Employer Pays \$1500 / Family	Employer Pays \$1500 / Family
DENTAL															
Carrier	Unknown	Florida Blue	Met Life		UHC	Lincoln	MetLife	Humana	Florida Combine	MetLife	MetLife	UHC	UHC	Florida Blue / Humana	Florida Blue/Humana
Empl Plan		0%	0% - 100%	100%	100%	100%	100%	0%	25%	17.90%	17.90%	0%	50%	0-9%	0-9%
Spouse/Fam Plan		52%	50%	100%	100%	100%	50%	81%	25%	23.52- 29.47%	23.52- 29.47%	100%	50%	18%	18%
Vision															
Carrier	Unknown	N/A	N/A		UHC		MetLife					N/A		Florida Blue/ Humana	Florida Blue / Humana
Empl Plan				100%	100%	100%	100%	75%	100%	10.92%	10.92%	N/A	50%	0-9%	0-9%
Spouse/Fam Plan				100%	100%	100%	100%	80%	100%	74.97%	74.97%	N/A	50%	18%	18%
LIFE															
Carrier		Florida Combine Life	The Standard		America Fidelity	The Standard	Sunlife			Aetna	Aetna	SunLife	SunLife	SunLife	SunLife
Empl Cost	0%	0%	0%	0%	0%	0%	0%	0%	0%	0	0	0%	0%	0%	0%
Insurance Amt	Annual Salary		Annual Salary	Annual Salary			Annual	\$20,000		0			\$25,000	\$50k-75k	\$50k - \$75k
RETIREMENT															
Carrier	GPS	FRS	FRS	Pension Trust Fund	IMARC	FRS	GEPP	FLC		FRS	FRS	St. Augustine	FBS	FRS	FRS
Empl Cost	6%	3%	3%	6-7.7%	6%	3%	7.95%	3%		3%	3%	5-6%	3%	3%	3%
First Yr Days Accrual															
Vacation	12	13	12	7	10	12	12	6	11	12	12	10	5	10	20
Sick	12	0	12	12	12	12	12	12	12	13	13	10	12	13	12
Holiday	11	11	10	12	13	11	9	11	12	11	11	12	10.5	13	12
Total Days	35	24	34	31	35	35	33	29	35	36	36	32	27.5	36	34



CITY OF ST. AUGUSTINE BEACH

Date: January 2, 2020

To: Mayor England
Vice Mayor Kostka
Commissioner George
Commissioner Rumrell
Commissioner Samora

From: Beverly Raddatz, MMC, City Clerk *BR*

Subject: Amending the Personnel Manual Regarding Sections XII.5 D Overtime Pay and Adding Section XII.14 Employee Compensation During a Declared Emergency Operation

Background:

The Personnel Manual currently allows for employees to take vacation and compensation time and receive overtime pay if they work over 40 hours a week. Fair Labor Standard Act (FLSA) states that non-exempt employees must work 40 hours a week to be paid overtime. Staff would like to follow the FLSA and pay straight time if employees did not work the 40 hours by using vacation or compensation time.

Staff also would like to add a procedure for employees when a declared emergency by St. Johns County has activated the Emergency Operations Center. Currently, there is no procedure to follow on overtime pay during emergencies. Non-exempt employees work long hours during the emergencies and the normal protocol is to pay supervisors, not Department Heads, overtime pay for the number of hours worked. There are only a few non-exempt employees that this would affect, such as the Communications and Event Coordinator, Assistant Public Works Director, Sgt. Daniel Carswell, and Lt. Kathi Harrell.

It has been unclear whether to pay overtime to these positions and after speaking with the City of Palatka, City of Green Cove Springs, City of St. Augustine, and St. Johns County, they all pay overtime to non-exempt supervisory or managerial positions during a declared emergency.

Budget Analysis:

At the last declared emergency the total amount paid out for non-exempt employees was \$5,878.91.

Recommendation:

It is the recommendation of staff to adopt the proposed Resolution 20-04 and include the increased holidays in the Personnel Manual.

RESOLUTION NO. 20 - 03

CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY

RE: TO AMEND SECTION XII.5.D OVERTIME PAY AND
ADD SECTION XII.14 EMPLOYEE COMPENSATION
DURING A DECLARED EMERGENCY OPERATION IN THE
PERSONNEL MANUAL OF THE CITY OF ST. AUGUSTINE
BEACH

The City Commission of St. Augustine Beach, St. Johns County, Florida, in the regular meeting duly assembled on February 3, 2020, resolves as follows:

1. Section XII.5.D. Overtime Pay shall be changed to the following:

In computing overtime, only those hours actually worked ~~or charged as approved leave with pay~~ will be used to satisfy the basic requirement of eighty (80) hours for 12-hour shift workers as defined in Section XII.3.A and forty (40) hours for all others. Pay will be computed by the quarter hour. ~~However, sick leave will not be used to satisfy any part of the basic requirement (Res 12-5).~~ During a City sponsor event on a holiday, overtime will be calculated (Res 17-07).

2. Section XIX.5 of the Personnel Manual for the City of St. Augustine Beach is hereby added as shown in Exhibit A of this resolution and such language shall be incorporated into the Personnel manual.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of St. Augustine Beach, St. Johns County, Florida adds Section XIX.5, Employee Compensation During a Declared Emergency Operation, to the City of St. Augustine Beach Personnel Manual to read as shown in Exhibit A, with the remainder of the policies remaining as adopted previously.

RESOLVED AND DONE, this 3rd day of February 2020, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.

Margaret England, Mayor

ATTEST:

Max Royle, City Manager

EXHIBIT A

XIX.5 Employee Compensation During a Declared Emergency Operation

The purposed policy statement is to establish the procedures for employee compensation during a declared emergency for all City personnel, both exempt and non-exempt, during a declared emergency.

Under the following conditions, personnel will be eligible for employee compensation during an emergency:

Employees Not Working During a Declared Emergency: The City of St. Augustine Beach understands that the employees must stay home during emergencies unless they are part of the emergency team. Since the City closed at no fault of the employees, the employees will receive their normal hourly compensation during the emergency. When city hall is opened, all employees are expected to return at their normally scheduled hours. If an employee has requested vacation or compensation time before the emergency is declared and was on vacation or compensation time, they would not be charged for their vacation or compensation time during the declared emergency and would receive their normal pay.

Non-Exempt Employees: The Federal Labor Standards Act and the adopted Federal Rules and Regulations establish the procedures for non-exempt employees working for the City of St. Augustine Beach. Personnel who are covered under the provision of the Federal Labor Standards Act are entitled to overtime payments equal to 1.5 times their hourly rate of pay when they meet the overtime criteria established under FLSA.

Exempt Employee: The Federal Labor Standards Act establishes procedures to exempt certain classifications of employees from the overtime provisions. Under normal operations, these employees do not receive overtime compensation. Elected Officials, the City Manager, the City Attorney, and Department Heads are not eligible for overtime compensation during a declared State of Emergency. The City Commission may provide additional compensation to the City Manager, the Police Chief, the City Attorney and Department Heads for work performed during a declared State of Emergency if they so choose.

The purpose of this section is to provide the conditions for which overtime will be paid to exempt lower level supervisors, managers, or professional employees. If all the following conditions are met, then exempt personnel will be eligible for overtime compensation.

1. St. Johns County has signed a declaration declaring a State of Emergency exists in the City of St. Augustine Beach.
2. The City of St. Augustine Beach has suspended normal operations and is operating in pre-emergency and post-emergency operations.
3. St. Johns County has activated its Emergency Operations Center and the City Manager or Police Chief, or their designee directs implementation the County's Emergency Management Plan.

For the first 72 hours of a declared emergency, for all hours worked over 40 hours, exempt employees will be eligible to receive compensation computed at 1.5 times their regular hourly rate of pay. After the first 72 hours, all hours over 40 for which the employee is assigned to the Emergency Operations Center will be computed at straight time. Since exempted employees are salaried and do not have an hourly rate of pay, the bi-weekly amount must be converted to an hourly rate. For purposes of computing bi-weekly basis the

Finance Director or his/her designee will have their hours divided by 80 hours to determine an hourly rate of pay. After the first 72 hours, exempt employees will be eligible for overtime compensation at the computed regular hourly rate of pay. Overtime is defined as the period an employee works above the normal scheduled work period during a declared emergency. For purposes of this policy, overtime compensation will be computed based upon 40 hours as a normal work period. In order to qualify for overtime, an exempt employee must be assigned to St. Johns County Emergency Operations Center or be performing emergency management duties.

The City Manager or Chief of Police or their designee may modify this Policy as deemed appropriate. Exceptions may be made for unique situations as they arise through a declared emergency.

After the first 72 hours, the City Manager or Chief of Police must authorize specific overtime for all exempt employees.

It is acknowledged that departments and functions will have different durations for overtime compensation payments. The City Manager or Chief of Police will determine each week and report to the City Commission which departments are still working overtime, and which exempt employees will be compensated for hours worked beyond a normal work period. It is acknowledged that payments to exempt employees may continue through the response and recovery period.

The City Manager or Chief of Police will submit a report to the City Commission on a weekly basis with an estimated time frame for return to normal City operations for each operating departments.

Normal City operations means when a City department returns to their normal operating times and schedules. At the time a department returns to normal work and operating schedules, overtime for exempt employees will cease.

For purposes of this policy, work is defined as being scheduled to work in emergency management duties. It does not include rest periods or time off. Individuals who are not scheduled to work are not allowed to be in a work area or perform job functions.

The City of St. Augustine Beach and St. Johns Emergency Operations Center provides shelter space for employees during a disaster. It is clearly understood that personnel who are availing themselves of a City provided shelter will not be compensated for the time spent in the shelter and not working. Those assigned to staff City or St. Johns County operated shelters will be compensated only for the time they are scheduled to work at the shelter. If an employee is required to work during a rest period, then the employee is eligible for compensation for all hours worked.

Employees who are on the emergency team (i.e. Public Works, Police Department, Communications and Event Coordinator, and requested administrative staff) are expected to report at the beginning of their shifts during an emergency. Failure to report at the beginning of each shift will constitute being absent without authorization and is subject to disciplinary action as provided for the City's Personnel Manual.

City of St. Augustine Beach Building and Zoning Department

2200 A1A SOUTH ST. AUGUSTINE BEACH, FLORIDA 32080
WWW.STAUGBCH.COM
BLDG. & ZONING (904) 471-8758 FAX (904) 471-4470

Agenda Item # 10

Meeting Date 2-3-20

To: Max Royle
From: Brian Law
CC:
Date: 1-15-2020
Re: Proposed LDR changes regarding Dune protection

Mr. Royle

The Building and Zoning Department is proposing this ordinance regarding modification of coastal dunes in the City of St. Augustine Beach for review by you and the City Commission. This ordinance is a result of the newly adopted comprehensive plan sections below.

CC 1.2.9 The City shall not permit development that modifies undisturbed areas of the dune system.

CC 1.2.10 The City shall amend the Land Development Regulations to add protections to preserve the dunes within the city limits.

Sincerely

Brian Law

Brian Law CBO, CFM, MCP
Director of Building and Zoning

ORDINANCE NO. 20-04

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT CODES OF THE CITY AS CONTAINED WITHIN ARTICLE V. RELATING TO RESOURCE PROTECTION STANDARDS; ESTABLISHING SECTION 5.06.00 PROTECTION OF DUNE SYSTEM BY PREVENTING THE MODIFICATION OF UNDISTURBED AREAS OF THE DUNE SYSTEM.; PROVIDEING FOR SEVERABILITY; PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH FLORIDA:

Section 1 Article V Section 5.06.00 Protection of Dune Systems of the Land Development Regulations for the City of St. Augustine Beach, Florida is hereby created, which shall read as follows:

Sec. 5.06.00 Protection of Dune Systems

Sec 5.06.01. Generally

- A. The City shall not permit nor recommend development that modifies undisturbed areas of the coastal dune system in the City of St. Augustine Beach.

Section 2 SEVERABILITY. It is the intent of the City Commission of the City of St. Augustine Beach, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionally shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

Section 3 CODIFICATION. This ordinance shall be incorporated into the Code of the City of St. Augustine Beach and a copy hereof shall be maintained in the office of the City Clerk.

Section 4 EFFECTIVE DATE. This ordinance shall take effect upon its being adopted.

PASSED by the City Commission of the City of St. Augustine Beach, Florida upon Third Reading this 6th day of April 2020

CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH

ATTEST: _____

BY: _____

City Manager, Max Royle

Margaret England, Mayor

First Reading: _____

Second Reading: _____

Third Reading: _____

City of St. Augustine Beach Building and Zoning Department

2200 A1A SOUTH ST. AUGUSTINE BEACH, FLORIDA 32080
WWW.STAUGBCH.COM
BLDG. & ZONING (904)471-8758 FAX (904) 471-4470

Agenda Item # 11

Meeting Date 2-3-20

To: Max Royle
From: Brian Law
CC:
Date: 1-14-2020
Re: Proposed Fee Schedule Changes for 2020

Mr. Royle

The Building and Zoning Department is proposing this fee schedule change for your review and for review by the City Commission meeting in February. The proposed changes are underlined and in red for ease of review. Listed below are the summary of changes:

- 1) Building permit issuance fees increased to \$20.00 for all trades.
- 2) The valuation table for hotels and assisted care facilities has been modified to read as per the ICC valuation table to account for different types of construction.
- 3) Administrative change from the City's Tree Bank to the City Tree and Landscape Fund which is referenced in the tree ordinance and also a title change from Land Clearing Fee to Clearance Sheet Fee as the Department as shifted to one permit application for Building Permit submittal which includes the site review.
- 4) Photocopies fee schedule are being included with an emphasis on large format copying which will be available upon arrival of the specialty printer/scanner.
- 5) The establishment of a Building permit fee refund schedule for cancelled permits.
- 6) Mechanical permits were reduced by \$5.00 to account for the increase in permit fee cost.
- 7) Electrical permits added a tier for feeder or sub panels in commercial or multi family residential applications. Previously these were unaccounted for during permitting. Per dwelling or unit was added to accommodate hotels, motels and multi family buildings.
- 8) The creation of a specific generator permit fee.
- 9) The creation of solar permit fees.
- 10) Plumbing permit base fees were increased by \$5.00 to account for single fixture allowances and re-pipes are to be by dwelling or units in multi-family buildings.
- 11) Advertising signs have been increased to \$10.00 to offset the cost of the stands.
- 12) The appeal of the Mixed Use appeal to the City Commission has been removed as it is in direct conflict with the appeal fee of the Planning & Zoning Applications section.
- 13) Overlay Districts have been added to the fee schedule as it was not listed previously. They were previously \$200.00.
- 14) Contractor Licensing duplicate card was reduced to \$15.00.
- 15) Transient Lodging Establishments inspection fee was increased to \$125.00 and a provision for individual units are to be assessed an inspection fee.

Sincerely

Brian Law

Brian Law CBO, CFM, MCP
Director of Building and Zoning

RESOLUTION NO: 20-04

**CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY**

**RE: ESTABLISHING FEES FOR
BUILDING PERMITS AND OTHER
RELATED CITY SERVICES**

WHEREAS, the City Commission of the City of St. Augustine Beach has passed an ordinance authorizing that fees be established by resolution;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF ST. AUGUSTINE BEACH, FLORIDA, IN REGULAR SESSION ASSEMBLED:**

The City Commission of the City of St. Augustine Beach hereby establishes and adopts the fees for building permits, applications, inspections, tree removal, plans and applications, comprehensive plan amendments, file developments, mixed use developments, overlay districts and stormwater management plan review as contained within Exhibit A, which is attached hereto.

RESOLVED AND DONE, this _____ day of February 2020 by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida

Margaret England, Mayor

ATTEST:

Max Royle, City Manager

City of St. Augustine Beach Schedule of Fees and Services Building and Zoning Department

Impact Fees As established by ordinance of St. Johns County and interlocal agreement

BUILDING PERMIT FEES

Issuance of a permit-----~~\$15.00~~20.00

Total Valuation -----Fees

\$1,000 or less \$27.00

\$1,001 to \$50,000 \$33.00 for the first \$1,001.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof to and including \$50,000.

\$50,001 to \$100,000 \$376.00 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00

\$100,001 to \$500,000 \$719.00 for the first \$100,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00.

\$500,001 and up \$3,119.00 for the first \$500,000 plus \$5.00 for each additional \$1,000.00 or fraction thereof.

Note: Those projects that elect to use private provider services receive a 10% reduced permit fee (reduction must be claimed prior to permit issuance)

Basic valuations for permitting fees. Valuations for permitting fees shall be determined as follows:

Single Family Residential and Multifamily Residential-----\$125.00 per square foot for living space,\$64.00 per square foot for garages,\$40.00 per square foot for patio and open space

Residential, hotels, assisted care facilities-----~~\$150.00 per square foot, \$76.00 for pool house and storage~~As per the current ICC Building Code Valuation Table

Mercantile-----\$106.00 per square foot

Business-----\$150.00 per square foot

Assembly: Restaurants, Bars-----\$160.00 per square foot

Swimming Pools----based on cost using Total Valuation Table

Any use not shown will be based on current ICC Building Code Valuation Table

Revision fee-----\$53.00 minimum or \$53.00 per hour

New House on lot after permit issuance-----Full plan review fee

Pre-built storage sheds-----Based on cost using Total Valuation Table

Moving of any structure-----\$100.00

Demolition (interior/exterior)-----\$100.00

Plan Review-----½ of Building Permit Fee

Note: Those projects that elect to use private provider services receive a 15% reduced plan review fees.

Exhibit A

State Surcharge-----Based on current State Requirements

Land Clearing Fee Clearance Sheet Fee-----{Applies to new buildings, additions, swimming pools, etc.}\$400.00 with \$150.00 of the fee going to the City's Tree-Bank and Landscape Fund

Transfer Permit to New Contractor-----\$100.00

Safety Inspection-----\$53.00

Occupancy/Use Classification Evaluation-----\$53.00

Project Status Verification/Technical Assistance-----Actual cost

Temporary Certificate of Occupancy/Completion

Residential-----\$53.00

Commercial-----\$106.00

Penalties (Building, Mechanical, Electric, Plumbing, Gas) :

 a. Working with no permit-----\$100.00 and double permit fee

 b. Not updating sub list when required-----\$25.00

 c. Sub-contractors not registered with City-----\$25.00

 d. Reinspection Fees---- \$53.00

 e. Extra inspection (uncorrected re-inspection items)----- Double the re-inspection fee

After Hours Inspection with Building Official Approval-----\$200.00 & Building Official Approval

DEP zoning confirmation letters-----\$53.00

Photocopies ----as per Florida Statute 119.07

 a. Over 11' x 17"-----\$10.00

Refund for Active Permits:

 a. Prior to first inspection-----50% of Permit Fee

 b. After first inspection----0% Refund

MECHANICAL

Issuance of permit-----~~\$15.00~~20.00

Residential Single System (new)----- ~~\$60.00~~55.00

Each Additional System (new)-----\$40.00

Change outs (per system)-----~~\$50.00~~45.00

Repairs, Alterations, Additions-----~~\$50.00~~45.00

Commercial (A/C's, Refrigeration Units)-----Based on Job Cost using Total Valuation Table

Gas Piping, new and additions (per system)-----\$40.00

ELECTRICAL

Issuance of permit----~~\$20.00~~\$15.00

Amps—per main service panel/upgrade

0-150 amps-----\$60.00

151-400 amps-----\$100.00

401-1,000 amps-----\$150.00

1,001 amps and over-----\$0.15 per amp

Amps-- per feeder panel (exempt single family and two family structures only)

0-150 amps-----\$60.00

151-400 amps-----\$100.00

401-1000 amps-----\$150.00

1001 amps and over-----\$0.15 per amp

Temporary pole-----\$40.00

Service Change-----\$40.00

Additions and Repairs (per dwelling or unit)-----\$40.00

Sign Lighting-----\$30.00

Swimming Pool Electrical-----\$30.00

Generator -----\$40.00

SOLAR PERMIT FEES

Permit Issuance-----\$20.00

Photovoltaic/Thermal Permit----- based on cost using Total Valuation Table

PLUMBING

Issuance of permit----~~\$15.00~~\$20.00

Base permit fee-----~~\$15.00~~\$20.00

Each fixture including floor drains, traps, etc.

Residential-----\$5.00

Commercial-----\$6.00

Sewer replacement-----\$40.00

Sprinkler systems (landscaping)-----\$40.00

Re-pipe (per dwelling or unit)-----\$40.00

TREE REMOVAL

Dead Tree(s)-----No charge

Damaged or deemed a hazard-----\$45.00 per inspection for trees over 6" DBH

Replacement and mitigation-----See section 5.01.03 of the Land Development Regulations

After the fact permits-----See section 5.01.05 of the Land Development Regulations

PLANNING & ZONING APPLICATIONS

Advertising Sign-----~~\$7.50~~10.00

Application for Variance or Conditional Use-----\$ 400.00 plus advertising sign and all other costs except legal advertising

Appeal Application (Building Official or Planning & Zoning Board)-----\$300.00

Alley Vacating-----\$300.00 plus advertising sign

Home Occupation application-----\$ 100.00 plus advertising sign

Land Use Map----Actual Production Cost

Land Development Code-----\$0.15 per page

Comprehensive Plan-----\$0.15 per page

Zoning Certification Letters for title search, Open Permit search, Code Enforcement Search-----\$50.00

Mixed Use Development Review-----\$300.00 plus advertising sign

~~Application Fee~~-----\$300.00 plus advertising sign

~~Appeal to the City Commission~~-----\$100.00

Concept Review-----\$300.00 plus advertising sign

Overlay Districts-----\$300.00 plus advertising sign

Application for review of proposed final development plans-----\$350.00 if under 2.0 acres; \$500.00 if 2.0 acres or more.

CONTRACTOR LICENSING

Issuance/Renewal of Construction Contractor License-Biennial-----\$80.00

Issuance/Renewal of Tree Contractor License-Biennial-----\$80.00

Duplicate Card-----~~\$20.00~~15.00

COMPREHENSIVE PLAN AMMENDMENTS

Small Scale-----\$500.00

A small-scale amendment must be consistent with all the following characteristics.

1. Encompass the use of 10 or fewer acres of any land use category.
2. Residential densities are limited to 10 or fewer units per acre.
3. Does not involve the same property more than once a year.

Exhibit A

4. Does not involve the same owner's property within 200' of the property granted a land use change within the past 12 months.
5. Does not include any text change to the plans, goals, objectives and policies.
6. Is not located within an area of critical state concern.
7. The local government can approve the amendment without exceeding its yearly maximum of 60 acres of small scale amendments.

Large Scale-----\$1000.00

PLAT APPROVAL

Review of Preliminary Plat-----\$150.00 plus \$2.00 per lot

Application for Final Plat Approval-----\$5.00 per lot together with the cost of review for conformity with Chapter 177 F.S. by a professional Surveyor and mapper either employed by or under contract to the City of St. Augustine Beach. The estimated cost shall be deposited with the City at the time of application and any costs in excess of the estimated amounts shall be paid by the applicant prior to execution of the plat by the City.

STORMWATER MANAGEMENT

Stormwater management plan review by Section 6.05.03-----For conformity with applicable statutes, rules and regulations by the City and State of Florida, by a professional engineer either employed by the City or under contract to the City of St. Augustine Beach by the applicant. The estimated fees shall be deposited with the City at the time of application and any fees in excess of the estimated costs shall be paid by the applicant prior to the execution of the development order by the city.

TRANSIENT LODGING ESTABLISHMENTS

Business Tax Receipts (Payable at the City Manager's Office)-----As per section 12-67 of the City of St. Augustine Beach Code

Application Fee (Payable at the Building & Zoning Department)-----\$96.25

Initial Inspection (per dwelling or unit) (Payable at the Building & Zoning Department)-----~~\$100.00~~125.00

Annual Re-inspection (per dwelling or unit)-----~~\$100.00~~125.00

Reinspection Fees-----\$53.00

Extra inspection (uncorrected re-inspection items)----- Double the re-inspection fee

**BOARD AND DEPARTMENTAL REPORT FOR CITY COMMISSION MEETING
FEBRUARY 3, 2020**

CODE ENFORCEMENT/BUILDING/ZONING

The report is attached as pages 1-2.

COMPREHENSIVE PLANNING AND ZONING BOARD

Attached as pages 3-12 are the minutes of its December 17, 2019, meeting.

SUSTAINABILITY AND ENVIRONMENTAL ADVISORY PLANNING COMMITTEE

The minutes of the Committee's December 12, 2019, meeting are attached as pages 13-17.

POLICE DEPARTMENT

Please see page 18.

PUBLIC WORKS DEPARTMENT

Please see pages 19-20.

FINANCE/ADMINISTRATION

Please see page 21.

CITY MANAGER

1. Complaints

a. Fireworks Debris

An Island South condos resident complained on January 2nd about the debris being left in the street. A Public Works employee removed it before the end of the workday.

b. Broken Traffic Signal Equipment Cover

A resident brought this to the City's attention. The cover's location was in the sidewalk adjacent to the state highway at 16th Street and thus was a hazard to pedestrians. As the County is responsible for maintaining the traffic signals in the City, the City Manager forwarded the complaint to the County Road and Bridge Department, which promptly had an employee investigate it.

2. Major Projects

A. Road/Sidewalk Improvements

1) Opening 2nd Street West of 2nd Avenue

There has been no action by the owners of the lots on 2nd Street west of 2nd Avenue to open that street. The owners would have to sign an agreement and pay in advance the costs to construct the utilities and the road, just as the owners of the lots adjacent to 8th Street between the Boulevard and 2nd Avenue did. The Public Works Director has sent a letter to the owners of the lots along this section of 2nd Street, asking them if they would support the opening of 2nd Street and providing the utilities, knowing that they would be assessed the costs for the project. Thus far, the owners of 11 out of 16 lots have agreed to pay the costs, the owners of two lots have said no, and the remaining three owners haven't responded.

2) Sidewalk on A Street

A resident has suggested that a sidewalk is needed on A Street between the beach and the Boulevard because of the traffic and number of pedestrians and bicyclists along that section of A Street. The Public Works Director obtained a survey of this section of A Street. It appears that the right-of-way is wider along the north side of the street. The Director and the City Manager held a meeting on May 21st with the residents and property owners, to explain the project to them and learn whether they are in favor of it. Twelve persons attended. Most were not in favor of the sidewalk but asked that a speed bump be put on this section of A Street and that drainage improvements be done. As A Street is owned by the County, the Public Works Director will ask the County whether it will approve these proposals. At its June 12, 2018, meeting, the City Commission approved submitting the sidewalk and two other projects to the Tourist Development Council for funding by bed tax revenue. However, according to the County Administrator, Mr. Michael Wanchick, it is unlikely that bed tax funds for projects will be provided to our City and to St. Augustine. The City's Public Works Director, Mr. Bill Tredik, has suggested to the City Manager that instead of a sidewalk the shoulders on each side of this section of A Street be widened to provide more paved area for pedestrians and vehicles. Mr. Tredik and the City Manager will hold another town hall meeting with the residents and property owners along this section of A Street. One was held nearly two years ago, the residents/property owners were not in favor of the sidewalk.

The City has requested County funding for this project. However, at its November 5th meeting, the County Commission decided to use surplus money in its FY 20 budget to pay for projects that have had to be postponed in previous fiscal years. Mr. Tredik and the City Manager then asked the St. Augustine Port, Waterway and Beach Commission at its November 19, 2019, meeting if it could provide money for the project and for others. The Port Commission said the project wasn't one it would fund. City staff will prepare a request to the Tourist Development Council for bed tax funds to pay for the project.

B. Beach Matters

1) Off-Beach Parking

In response to the Commission's request, the Planning Board recommended a residential parking permit plan. Though discussion of the parking plan was on the agenda for the City Commission's June 5, 2017 meeting, the Commission decided to postpone the topic to a future joint meeting in the spring with the Planning Board. The Commission held a special meeting on Monday, March 19, 2018, with the Planning Board to discuss the parking plan. Mayor George at the meeting spoke of Gainesville's pay by phone parking system and suggested the City explore having a similar system. The Commission reviewed the information obtained from Gainesville at its April 2nd meeting and authorized the advertising of a Request for Proposals for a pay-by-phone system. Six proposals were received by the April 20th deadline. At its continuation meeting, the Commission decided to let St. Augustine implement its pay-by-phone system first, which will likely happen early in 2019. St. Augustine is using one of the six vendors, Passport, that

responded to the City's Request for Proposals. The County Administrator suggested to the City Manager that the County and the City should have the same pay-by-phone system because the pier park is in the City's limits. The County at that time was in the process of advertising for proposals for a parking management plan. However, the City Commission decided that the City should have the same system St. Augustine has because that city was further along in its plans to adopt a system. The Commission discussed the details about the pay-by-phone parking system offered by Passport Parking at its November 13th meeting and held a special meeting December 17, 2018. A representative from Passport, Ms. Kelsey Owens, explained the system and the City's Information Technical Manager, Mr. Anthony Johns, provided answers to the questions the Commission had raised at its November 13th meeting. The Commission made a number of decisions, such as agreeing that the per-hour parking fee will be 50 cents for residents, \$1.25 for St. Augustine residents, if that city allows St. Augustine Beach residents to park in St. Augustine for its discounted parking fee; and \$2.50 for non-residents. The Commission scheduled a special meeting on Tuesday, January 8, 2019, to review the proposed contract with Passport and consider an ordinance adopting the per-hour parking fees. However, at the meeting, the Commission decided that the City should be a partner with the County and use the same pay-to-park system that the County adopts for the pier park and other off-beach parking areas. The County received several responses to its Request for Proposals by the February 21st deadline. The County staff reviewed them on March 7th and recommended to the County Commission at its April 2nd meeting that the County staff negotiate with Republic Parking System. The County Commission approved this recommendation. At its April 29th meeting, the City Commission decided that the City staff is to be involved with the County staff in the negotiations with Republic.

Also, at its April 29th meeting, the City Commission made changes to a proposed ordinance to establish a residential parking permit program. That ordinance as well as one to amend the parking regulations in Chapter 19 of the City Code will be on the agenda for the Commission's June 10th meeting. To date, the residents of two streets west of the Boulevard, 13th and 14th, have requested the parking permit program, as have the residents in the 100 block of 10th Street between 2nd Avenue and the Boulevard.

In the meantime, Mayor George held a town hall meeting on Thursday, February 28th, at the Courtyard Marriott, from 5:30 p.m. to 7:00 p.m. Its purpose was to receive suggestions from the public about paid parking, how to protect the residential neighborhoods from becoming parking lots, and how to enforce the City's parking regulations. The City Commission then held a special meeting on Tuesday, March 5, 2019, starting at 6 p.m., to discuss paid parking options with the residents. The Commission decided the following at that meeting:

- Hourly parking fee: \$2.00
- Discount for County residents: 50 cents
- St. Augustine Beach residents: no charge if resident registers at city hall for free parking
- Ocean Hammock Park: \$1 an hour
- Maximum fee per day: \$15
- Hours when paid parking would be in effect: 9 a.m. – 5 p.m.
- Days of year paid parking in effect: 365
- Paid parking locations: improved parking lots along A1A Beach Boulevard. No paid parking in residential areas, especially along 2nd Avenue.
- Parking areas shared with businesses: remain as unpaid areas

At its April 29th special meeting, the City Commission reviewed an ordinance for a Resident Only parking system, made changes to it, and asked the City Attorney to prepare a new draft, which was reviewed at

the June 10th regular meeting, and passed on final reading at the Commission's July 1st meeting. Also, passed on final reading at that meeting was an ordinance to make changes to the parking regulations in Chapter 19 of the City Code.

Also, at the April 29th meeting, the Commission discussed a proposal to lease the vacant land south of the Marriott Hotel as a parking lot. The land is owned by the company that owns the Marriott. The owner has proposed that the City lease the land for 3-5 years and in lieu of rent pay the yearly taxes on the land. The six commercial lots that the City would use for parking would provide 102 parking spaces, include eight handicapped spaces. The costs to make the land suitable for parking would be about \$100,000. The Commission made no decision concerning the lease.

In the meantime, the County solicited proposals for a parking management plan. The County Commission at its April 2nd meeting approved the staff negotiating with Republic Parking. The City Commission at its April 29th meeting agreed that City staff should participate with the County in the negotiations, on the premise that having a unified parking plan for the County's pier parking lot and the City's paid parking areas would benefit the residents and visitors who use the lots. The City staff met with a Republic representative on June 24, 2019. The City could have a separate agreement with Republic that is similar to what the County would have. Still to be determined by the County was an hourly parking fee and the formal acceptance of Republic's parking management plan. At its November 19, 2019, meeting, the County Commission decided not to adopt a parking management plan and hourly parking rate. The City Commission may discuss paid parking at a future meeting.

C. Parks

1) Ocean Hammock Park

This Park is located on the east side of A1A Beach Boulevard between the Bermuda Run and Sea Colony subdivisions. It was originally part of an 18-acre vacant tract. Two acres were given to the City by the original owners for conservation purposes and for where the boardwalk to the beach is now located. The City purchased 11.5 acres in 2009 for \$5,380,000 and received a Florida Communities Trust grant to reimburse it for part of the purchase price. The remaining 4.5 acres were left in private ownership. In 2015, The Trust for Public Land purchased the 4.5 acres for the appraised value of \$4.5 million. The City gave the Trust a down payment of \$1,000,000. Thanks to a grant application prepared by the City's Chief Financial Officer, Ms. Melissa Burns, and to the presentation by then-Mayor Rich O'Brien at a Florida Communities Trust board meeting in February 2017, the City was awarded \$1.5 million from the state to help it pay for the remaining debt to The Trust for Public Land. The City received the check for \$1.5 million in October 2018. For the remaining amount owed to The Trust for Public Land, the Commission at public hearings in September 2018 raised the voter-approved property tax debt millage to half a mill. What remains to be done are improvements to the Park, such as restrooms. The Public Works Director is applying to the state for a Florida Recreation Development Assistance Program grant to pay half the costs of the restrooms. The deadline for the grant is October 31, 2019. The City will know in early summer of 2020 whether it has received the grant. In addition, the City requested money from the County's \$15.5 million surplus. However, the County Commission at its November 5th meeting decided to use the surplus money for County capital projects that have been delayed from previous fiscal years. For the improvements, the City has applied for funding from a state grant and will apply to the Tourist Development Council for funding from the bed tax.

2) Hammock Dunes Park

This 6.1-acre park is on the west side of A1A Beach Boulevard between the shopping plaza and the Whispering Oaks subdivision. The County purchased the property in 2005 for \$2.5 million. By written agreement, the City reimbursed the County half the purchase price, or \$1,250,000, plus interest. At its July 26 2016, meeting, the County Commission approved the transfer of the property's title to the City, with the condition that if the City ever decided to sell the property, it would revert back to the County. Such a sale is very unlikely, as the City Charter requires that the Commission by a vote of four members approve the sale, and then the voters in a referendum must approve it. At this time, the City does not have the money to develop any trails or other amenities in the Park.

D. Review of Comprehensive Plan/Land Development Regulations

At its December 3rd continuation meeting, the City Commission reviewed the Building Official's proposed changes. An ordinance was written, which the City Commission passed on first reading at its January 14th continuation meeting. The ordinance will have its first public hearing and second reading at the Commission's February 3rd meeting.

3. Construction in the City

As of Thursday, January 23, 2020, there were 41 permits active for single-family residences in the City.

SUBDIVISION	ADDRESS	DATE PERMIT ISSUED	
Anastasia Dunes	446 Ocean Forest Drive	07/24/2018	Active permit #14064
	409 Ocean Forest Drive	07/18/2019	Active permit #P1915009
	1012 Island Way	09/16/2019	Active permit #P1915157
Anastasia Park	491 Pyrus Street	10/01.2018	Active permit #14180
Atlantic Beach	7 16 th Street	07/05/2018	Active permit #14035
	12 13 th Street	09/09/2019	Active permit #P1915242
Chautauqua Beach	6 6 th Street	01/30/2019	Active permit #14397
	15 6 th Street	12/24/2019	Active permit #P2000023
	17 6 th Street	04/19/2019	Active permit #P1914567
	4 12 th Street	04/25/2019	Active permit #P1914615
	206 7 th Street	07/03/2019	Active permit #P1914954
Coquina Gables	6 F Street	11/14/2018	Active permit #14270
	613 Mariposa Street	12/20/2019	Active permit #P2000091

SUBDIVISION	ADDRESS	DATE PERMIT ISSUED	
Kings Quarry	613 Old Beach Road	01/16/2019	Active permit #14368
Lake Sienna	136 Kings Quarry Lane	11/14/2019	Active permit #P1915302
Linda Mar			
Magnolia Dunes			
Minorca			
Ocean Oaks	504 A Street	11/26/2019	Active permit #P2000099
Overby & Gargan	25 Oceanside Circle	11/21/2019	Active permit #P2000095
	27 Oceanside Circle	11/21/2019	Active permit #P2000096
Raintree	23 Deanna Drive	10/04/2019	Active permit #P1915282
Sandpiper West	103 Sandpiper Boulevard	02/04/2019	Active permit #14404
	5 Kimberly Lane	07/25/2019	Active permit #P1915047
Sea Colony	612 Ocean Palm Way	09/10/2018	Active permit #P1915252
	332 South Forest Dune Drive	01/17/2019	Active permit #14373
	892 Ocean Palm Way	02/07/2019	Active permit #14417
Sea Grove	1308 Smiling Fish Lane	10/22/2018	Active permit #14224
Sea Oaks			
Sevilla Gardens			
The Ridge	170 Ridgeway Road	03/15/2019	Active permit #14483
	65 High Dune Drive	03/28/2019	Active permit #14507

SUBDIVISION	ADDRESS	DATE PERMIT ISSUED	
The Ridge	542 Ridgeway Road	04/25/2019	Active permit #P1914613
	448 Ridgeway Road	05/08/2019	Active permit #P1914682
	362 Ridgeway Road	05/10/2019	Active permit #P1914698
	143 Ridgeway Road	06/07/2019	Active permit #P1914846
	513 Ridgeway Road	06/18/2019	Active permit #P1914892
	23 High Dune Drive	06/21/2019	Active permit #P1914906
	261 Ridgeway Road	06/24/2019	Active permit #P1914910
	43 High Dune Drive	07/17/2019	Active permit #P1915008
	462 Ridgeway Road	07/18/2019	Active permit #P1915020
	305 Ridgeway Road	07/31/2019	Active permit #P1915043
	420 Ridgeway Road	09/13/2019	Active permit #P1915279
	357 Ridgeway Road	10/15/2019	Active permit #P1915248
	522 Ridgeway Road	10/22/2019	Active permit #P1915334
	564 Ridgeway Road	11/13/2019	Active permit #P2000113

Whispering Oaks

Woodland

Underlined address is a result of inspections not being performed in a 180-day period contrary to Chapter 1 of the Florida Building Code, in this event further review and actions are to take place as per the Florida Building Code.

COMMERCIAL CONSTRUCTION

Concerning the vacate property between 5th and 6th Streets on the east side of A1A Beach Boulevard: At its October 16, 2018, meeting, the Planning Board approved a variance to reduce the minimum lot size required for a mixed used development from 8,500 square feet to 6,195 square feet. A two-story building will be constructed on one lot. It will have commercial use on the ground floor and residential use on the second floor. The address will be 600 A1A Beach Boulevard.

The Planning Board approved a similar commercial/residential building at its January 15, 2019, meeting. The building's address will be 610 A1A Beach Boulevard.

At its March 20, 2018, meeting, the Planning Board held a concept review hearing on a proposal 4,960-foot commercial building on the east side of State Road A1A, between the Verizon and Savage Swimwear stores. The Planning Board reviewed the proposed final development plan at its November 20th meeting and recommended that the Commission approve the plan. The Commission approved the plan at its December 3, 2018, meeting. A permit for the project hasn't been issued yet.

4. Finance and Budget

A. Audit Report of FY 19 Budget

Staff members of the City's audit firm, James Moore and Company, did field work on the FY 19 budget in early October. They conducted the audit field work in mid-January.

B. Fiscal Year 2020 Budget

December 31, 2019, marked the end of the first quarter of the fiscal year. As of December 31st for the General Fund, the City received \$2,457,650 and spent \$1,625,923 or \$831,727 less. Revenues increased significantly in December when the City received a large payment from property taxes. The amount was \$1,763,506, which equals 55% of the total to be received for the entire fiscal year. In December 2018, the amount received was \$1,673,741.

C. Vendor Checks

Please see pages 22-46.

5. Miscellaneous

A. Permits for Upcoming Events

None issued in January.

B. Strategic Plan

The plan's six tier one objectives adopted by the Commission are: 1. establish a plan for evaluating various events and their impact on the quality of life; 2. review additional revenue sources, including fees, grants, taxes, public/private partnerships, bonds, etc.; 3. review and update City codes and their enforcement: parking, traffic and speed limits, solid waste and land development regulations; 4. advocate for continued funding for beach renourishment (state and federal sources); 5. Increase and improve citizen engagement; and 6. develop a City-wide traffic management plan.

All of the objectives, except the City-wide traffic management plan, were achieved. The City Manager is preparing a draft of the plan.

At its January 6, 2018, meeting, the City Commission discussed whether to hire again Mrs. Marilyn Crotty, the facilitator who helped the Commission develop the strategic plan in 2015. Ms. Crotty told the City Manager she would charge \$1,800 for a six-hour session to update the strategic plan. The Commission decided at its February meeting not to hire her, but to consider possibly updating the strategic plan later in 2018, after the adoption of changes to the Land Development Regulations had been completed. In August, the City Manager learned that Ms. Crotty has retired. The Commission decided at its January 7, 2019, meeting that it and the City staff would update the plan. The Commission agreed with the City Manager's suggestions for goals at its June 10th meeting and asked that the Planning Board and the Sustainability and Environmental Planning Advisory Committee be asked to provide their suggestions for the plan. The responses were reviewed by the Commission at its August 5th meeting. The Commission

decided to have a mission statement developed. Suggestions for the statement were provided to the Commission for consideration at its September meeting. By consensus, the Commission asked the City Manager to develop a Mission Statement and provide it at a future meeting. This has been done along with a Vision Statement, a Values Statement and a list of tasks. The City Commission review the proposed plan at its January 14th continuation meeting, provided comments and asked that the plan be provided for another review at a future meeting.

C. Comprehensive Plan Evaluation and Appraisal Report

Every seven years, Florida cities and counties must prepare the report. The City advertised a Request for Proposals. Only one response was received. Because its prices were so high, it had to be rejected. After the proposals had been opened, two Jacksonville planning firms said they were interested in doing the work. However, only one, Fleet and Associates, provided a written proposal. At its May 7th meeting, the Commission approved the hiring of Fleet and Associates. Mr. and Mrs. Fleet held a public hearing on June 26th and a workshop with the Planning Board and the public on July 17th. The Fleets presented the results of those two meetings to the Commission at its August 6th meeting. The next step was a workshop of the Commission with the Planning and Tree boards to review each policy and objective in the current Comprehensive Plan. This was held on October 17th with the planning consultant. The result was that the consultant prepared a revised draft of the Plan, which the Commission reviewed at a special meeting on January 8, 2019. The Comprehensive Planning and Zoning Board reviewed the plan at its February 19th meeting and decided to continue its review at the Board's March 19th meeting. The Board is concerned that many of the proposed changes ceded too much authority to the County and other agencies. However, the Board's discussion was postponed to the Board's April 16th meeting because the Chair, Mrs. Jane West, was away on March 19th. At its April meeting, the Board discussed changes with the planning consultant, Ms. Janis Fleet, and recommended that she submitted to the City Commission the changes proposed by individual members of the Board. The Commission reviewed the changes with Ms. Fleet at its June 10th meeting, directed that the discussion be continued to a special meeting on July 2nd, and at that meeting made changes to the plan and approved its transmittal to the Florida Department of Economic Opportunity for review and comment. The Department in a report that was received in early October asked the City to include policies in the Comp Plan concerning sea level rise and coastal flooding. Ms. Fleet provided a report at the Commission's December 2nd meeting, when the ordinance to adopt the changes to the Comprehensive Plan was approved on first reading after a public hearing. The ordinance had a public hearing and was passed on final reading at the Commission's January 6th meeting. Ms. Fleet sent the approved plan to the State for its final review.

MEMO

City of St. Augustine Beach Building & Zoning Department

To: Max Royle, City Manager
From: Brian Law, Building Official
Date: 01-22-2020
Re: Building and Zoning Department Monthly Report

Trees:

1. 12-27-2019—104 Dogwood Drive
Removal of oak tree heaving up and hazardous to concrete driveway of existing residence
2. 01-06-2020—205 B Street
Removal of four dead pine trees in backyard

Planning and Zoning: (January 21, 2020 regular monthly meeting at 6:00 p.m. at City Hall)

1. Planning and Zoning Board elected Mr. Kevin Kincaid as chairperson and Ms. Berta Odom as vice-chairperson in the annual election of officers.
2. Planning and Zoning Board approved a variance request for a side yard setback reduction from 10 feet, per Seagrove PUD Ordinance No. 01-15, to 5 (five) feet, for proposed new construction of an inground swimming pool, pool deck, and pool screen enclosure on Lot 148, Seagrove St. Augustine Beach Unit 8, at 1181 Overdale Road, Carmen Pollitz, Agua Pools and Spas, agent for Rodney B. and Kelly Levy, applicants.
3. Planning and Zoning Board approved a variance request for a rear yard setback reduction from 25 (twenty-five) feet to 20 (twenty) feet for proposed new construction of a single-family residence in a low-density residential land use district on Lot 34, Minorca Subdivision, at 129 14th Street, James G. Whitehouse, Esquire, agent for Wayne G. and Jeanine Sapia Wihbey, applicants.
4. Planning and Zoning Board recommended the City Commission approve passage of Ordinance No. 20-02 as drafted to amend the following sections of the City's Land Development Regulations: Section 3.02.02.01, Mixed Use Districts, Section 3.09.00, Transient Lodging Establishments within medium density land use districts, Section 4.00.06, Annual Report, Section 5.01.03, Replacement and Mitigation, 6.01.02, Impervious Surface Coverage, and Section 6.01.03.B, Building Setback Requirements.
5. Planning and Zoning Board rescheduled the Board's regular monthly meeting of Tuesday, March 17, 2020, to Tuesday, March 24, 2020, at 6:00 p.m. in the City Commission meeting room at City Hall, due to the meeting being used as a voting site March 4-18, 2020 for the presidential preference primary election, and agreed by general oral consensus to schedule a joint meeting with the City Commission and Planning and Zoning Board on Monday, February 10, 2020. at 6:00 p.m. at City Hall.

Code Enforcement:

1. Code Enforcement Board meeting held Wednesday, December 18, 2019, at 2:00 p.m. at City Hall, to follow-up on the four derelict properties presented to the Board at its last meeting on Wednesday, November 20, 2019, at 201 6th Street, 205 7th Street, 206 8th Street, and 106 2nd Street. The property at 201 6th Street is under contract to be sold and the prospective buyer is negotiating a closing date as soon as possible; the legal guardian for the owner of the properties at 205 7th Street and 206 8th Street has been awarded \$60,000.00 for each property for repairs and renovations; and permits were issued on January 21, 2020 for such; and proceedings are currently underway for the City to foreclose on the property at 106 2nd Street. The Board took action on a new citation to appear issued to the property owner of 720 A1A Beach Boulevard for failure to renew the business tax receipt for the transient lodging facility at this address and violation of Section 6.07.02 of the City's Land Development Regulations (LDRs), pertaining to structural requirements; Section 304 of the International Property Maintenance Code (IPMC), pertaining to exterior structures; and violation of Section 105.1 of the Florida Building Code (FBC) for failure to obtain required permits for exterior construction of a second-story deck and stairs. The Board passed a motion to direct the property owner of 720 A1A Beach Boulevard to obtain permits and commence construction for the permitted work to correct multiple building code violations cited at her property within 30 days from the date of the Code Enforcement Board's meeting of December 18, 2019, and if the owner fails to obtain the proper permits and commence work to correct the multiple violations by January 18, 2020, a daily fine of \$250.00 per day shall be imposed until such permits are obtained and construction work has begun. To date, this daily fine is accruing as of January 19, 2020, as no reroof or repair permits have been issued and no work has commenced.

Building:

1. Renovation to the Endless Summer Realty building, formerly the Shell Shop, at 491 A1A Beach Boulevard has been energized and installing the utility hookups in conjunction with the St. Johns County Utility Department. Final Building Inspections are anticipated in the near future.
2. Redevelopment of the new donut shop on site of former Carriage Realty building at 400 A1A Beach Boulevard is currently in the rough construction stages and utility hook ups are under way.
3. The new Corral Dental facility has commenced its vertical structure with the majority of the roof panels installed.
4. Renovation to the former Coquina Beach Surf Club restaurant at 451 A1A Beach Blvd are progressing and nearing its final stages on the interior.

Building Inspections Performed in FY 20 to date: 1165

Plan Reviews in FY 20 to date: 283

Permits issued in FY 20 to date: 534 Total: 204 Building, 80 Electric, 132 Mechanical, 118 Plumbing

CO's issued in FY 20: 15



MINUTES

PLANNING AND ZONING BOARD MEETING

TUESDAY, DECEMBER 17, 2019, 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A SOUTH, ST. AUGUSTINE BEACH, FLORIDA 32080

I. CALL TO ORDER

Acting Chairperson Elise Sloan called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

BOARD MEMBERS PRESENT: Vice-Chairperson Elise Sloan, Kevin Kincaid, Hester Longstreet, Steve Mitherz, Berta Odom, Chris Pranis, Senior Alternate Dennis King, Junior Alternate Larry Einheuser.

BOARD MEMBERS ABSENT: Chairperson Jane West.

STAFF PRESENT: Building Official Brian Law, City Attorney James Wilson, Recording Secretary Lacey Pierotti, Executive Assistant Bonnie Miller, Police Officer Todd Bryant.

IV. APPROVAL OF MINUTES OF PLANNING AND ZONING BOARD MEETING OF NOVEMBER 19, 2019

Motion: to approve the minutes of the November 19, 2019 meeting. **Moved** by Ms. Odom, **seconded** by Mr. Kincaid, **passed 7-0** by unanimous voice-vote.

V. PUBLIC COMMENT

There was no public comment on any issue not on the agenda.

VI. NEW BUSINESS

- A. Request to remove a 48-inch diameter-at-breast-height (DBH) oak tree in the proposed building footprint of a new single-family residence on Lots 10 and 12, Block 73, Coquina Gables Estates Unit B Subdivision, at 613 Mariposa Street, Matthew and Olivia McKay, Property Owners

Ms. Miller introduced Mr. Larry Einheuser, who was appointed the Board's new junior alternate by the City Commission at its regular monthly meeting held earlier this month on December 2, 2019. She said the property owners and general contractor are here to request removal of a 48-inch DBH oak tree in the building footprint of the rear porch of their proposed new single-family home at 613 Mariposa Street. The tree is highlighted on the site plan and survey copied to the Board and included in the tree removal information.

Mr. Mitherz asked the property owners if they tried moving the house around.

Mathew and Olivia McKay, 610 Coquina Boulevard, St. Augustine Beach, Florida, 32080, property owners, said

they looked at many different ways of siting their home but the primary factor that drove them to build on Lot 12 was their children's safety. They'd like to have Lot 10 as a play area to keep their daughters away from A1A South, and the home has also been placed as it is for their family's privacy. They're preserving more than 15 oak trees and they don't want to remove the 48-inch tree, but the current site plan is the most realistic and feasible option.

Cora Johnston, Generation Homes LLC, 740 A1A Beach Boulevard, St. Augustine, Florida, 32080, general building contractor for Mr. and Ms. McKay, said Ms. McKay grew up on Coquina Boulevard right behind this property, so the trees on these lots have sentimental value to her.

Ms. McKay said yes, she used to play on this property, so it's a difficult decision. With the setback requirements there is not much else they can do, and they've looked at many other options.

Ms. Odom said thinks they've made a wise choice and they're saving a lot of other trees.

Ms. Sloan said considering where the tree is and as big as it is, it doesn't look like there is enough room to build the house and save this tree even if the owners tried to move the house around.

Mr. McKay said Lot 12 is a little bit higher, so if they were to build on Lot 10 it would require more fill dirt and could impact the other trees.

Motion: to approve the request to remove the 48-inch DBH oak tree in the proposed building footprint of a new single-family residence at 613 Mariposa Street. **Moved** by Mr. Kincaid, **seconded** by Mr. Mitherz, **passed 7-0** by unanimous voice-vote.

B. Request to remove a 40-inch diameter-at-breast height (DBH) oak tree in the proposed building footprint of a new single-family residence on Lots 46 and 47, Anastasia Dunes Unit One Subdivision, at 1004 Island Way, Lindsey Maguire and Donald DellaSala Jr., Property Owners

Ms. Miller said this is a request to remove a 40-inch oak tree in the building footprint of a proposed new single-family home. The tree is highlighted on the site plan, and the property owners are here to answer any questions.

Ms. Sloan said it looks like this tree is right in the middle of the lot.

Donald J. and Lindsey Maguire DellaSala, 35 Ocean Woods Drive, St. Augustine Beach, Florida, 32080, property owners, said yes, the tree is right in the middle of their two combined lots. Many other trees will be preserved around the exterior of the site, but this tree unfortunately is just in the middle.

Ms. Odom asked the property owners if they've contacted the Anastasia Dunes Homeowners Association (HOA) for approval of the new home they propose to build.

Mr. DellaSala said yes, they have full approval from the Anastasia Dunes Architectural Review Board and HOA.

Motion: to approve the request to remove the 40-inch DBH oak tree in the proposed building footprint of a new single-family residence at 1004 Island Way. **Moved** by Mr. Kincaid, **seconded** by Ms. Odom, **passed 7-0** by unanimous voice-vote.

C. Review of Ordinance No. 20-01, for the Board's recommendation to the City Commission to amend the Capital Improvements Element of the Comprehensive Plan by adopting the St. Johns County School District's Five-Year Facilities Workplan

Ms. Miller said the City is required to adopt the St. Johns County Five-Year Facilities Work Plan for students attending St. Johns County public schools. Included in the ordinance are three capital improvements for facilities in Hammock Dunes Park, Ocean Hammock Park, and ten walkovers on the east side of A1A Beach Boulevard. Having this included will help the City get grant money to fund these projects. Staff recommends approval to the

City Commission to adopt this ordinance.

Mr. Mitherz said who decided where the walkovers would be placed.

Mr. Law said he doesn't have that information, but it probably came from Public Works Director Bill Tredik and City Manager Max Royle. Including these three capital improvement projects gives the City the ability to apply for more grants and grant money to help fund them.

Ms. Longstreet said the City's children go to public schools in the area, but if you look at the per capita as to what is spent on other schools, schools in the north end of the County always gets more. These schools are getting the new computers, air conditioning and new everything else, while schools at the southern end of the County get less. Nobody from the school district is here to explain this and they just want the City to rubber stamp it. City residents pay a millage rate of 1.5 mills, which is the equivalent of \$1.50 for every \$1,000.00 of the assessed value of a property, so she doesn't see why the City has to just rubber stamp this all the time.

Mr. Mitherz asked why someone from the School Board is not here to explain this.

Mr. Law said as far as the northwest sector having more funding, that's where the majority of the growth is so that is where they'd be allocating the resources to develop those new schools.

Ms. Longstreet said they should continue to build new schools but also upgrade the older schools so they're equivalent. Gamble Rogers Middle School is at 101% capacity and St. Augustine High School has a declining graduation rate because nobody is pushing to get what these schools need.

Ms. Odom asked what would happen if the Board doesn't recommend this ordinance be passed.

Mr. Kincaid said the way this is written it doesn't give an option, it says the City is required by State law to adopt it. He's just trying to understand why the Board has no option but to recommend it and pass it on. He understands the addition of the three capital improvements projects in the ordinance to allow the City to get funding for them and thinks that's a great idea.

Mr. Wilson said he doesn't understand why it's set up this way either, but the City doesn't have any jurisdiction over the School Board or how its money is spent. This Board can suggest whatever it wants, but in the end, they don't have anything to govern how the School Board spends its money, as it's a completely separate agency. There aren't any public schools within the City limits, so their voices really aren't strong aside from the fact that the City has students in the St. Johns County school system. The consequences of not approving this could take the City into a courtroom battle and in the end, there's probably not much that can be gained. The City might exercise a little more political muscle if it had any schools within the City limits. If the City doesn't endorse this, the School District has the ability to go to an administrative hearing and force the City to endorse it.

Mr. Mitherz asked if the Board could strongly recommend the School Board send a representative next year.

Mr. Wilson said this will be forwarded to the City Commission next month, so anyone from this Board can go to that Commission meeting to forward their sentiments.

Ms. Longstreet said in looking through what was forwarded to them from the School Board, she saw that none of the schools City students attend have elevators. If you look at the maintenance level of Ponte Vedra High School opposed to St. Augustine High School, there's a huge difference. Maybe nothing is going to change but she thinks they have a choice to rubber stamp it or not. She asked how you rubber stamp something when you don't even know what the acronyms in it stand for. Someone should explain or at least be here to answer questions. She doesn't want to say yes to something when she doesn't know what it is. Before the Commission approves this, they should ask that someone from the School Board come to the meeting explain it.

Mr. Law pointed out the acronyms are on the second page of the background information provided in the School

Board's Power Point presentation copied to the Board.

Motion: to recommend the City Commission approve passage of Ordinance No. 20-01, with the condition the City Commission is satisfied that St. Johns County public schools attended by City of St. Augustine Beach students are given the proper amount of attention in order to keep the schools in a safe and useable manner considering what other St. Johns County schools are getting. **Moved** by Mr. Kincaid, **seconded** by Ms. Sloan, **passed 6-1** by roll-call vote, with Ms. Odom, Mr. Pranis, Mr. King, Ms. Sloan, Mr. Kincaid, and Mr. Mitherz assenting, and Ms. Longstreet dissenting.

D. Final Development File No. FD 2019-02, for proposed Embassy Suites St. Augustine Beach Phase II, consisting of a 42-unit addition to the existing 175-unit Embassy Suites hotel in a commercial land use district at 300 A1A Beach Boulevard, Thomas O. Ingram, Esquire, Sodl & Ingram PLLC, Agent for Key Beach North LLC, Applicant

Mr. Pranis said due to a conflict of interest, he has to recuse himself from the discussion and vote on this item.

Ms. Miller said Mr. Pranis submitted the proper form to staff to recuse himself, and the Board's new junior alternate, Mr. Einheuser, will take Mr. Pranis' place for this agenda item, which is the final development application for Embassy Suites Phase II, a 42-unit addition to the existing Embassy Suites at 300 A1A Beach Boulevard. Located at the northeast corner of the City limits, the Embassy Suites property is a little over six acres, and is owned by Key Beach North LLC, represented by Mr. Thomas Ingram. The Board has been provided revised architectural and engineering plans for Phase II, based on comments and corrections noted by the Board at last month's concept review hearing. Requirements for parking, setbacks, impervious surface ratio coverage, buffering, and height appear to be compliant with all applicable sections of the City's Land Development Regulations. The Board's purview is to review the final development application and draft final development order for a recommendation to the City Commission, which will make the final decision as to whether or not the application and final development order for the Phase II addition is approved.

Ms. Sloan thanked staff and the applicant for the very comprehensive application package submitted and copied to the Board, as it was very well done. The final development application has a list of 54 items the Board needs to review, and also a project-phasing master plan that lists 11 items they need to go over. She asked if, in Ms. Miller's opinion, the submittal of the items listed in the application have been met by what has been provided.

Ms. Miller said the final development application checklist includes items that need to be submitted for major development for infrastructure and platting for new subdivisions. As the Phase II addition to Embassy Suites does not involve platting or a new subdivision, not all the items on the checklist are applicable for the proposed Phase II addition. What's been submitted has been deemed a complete application by the City's Zoning Department.

Thomas Ingram, Sodl & Ingram PLLC, 233 East Bay Street, Suite 1113, Jacksonville, Florida, 32202, attorney and agent for applicant, said he represents Key Beach North LLC, the owner of the Embassy Suites property at 300 A1A Beach Boulevard. This application is a proposal to increase the total number of units in the Embassy Suites hotel by 42, which will take the current number of 175 units to 217 units. Since the previous submittal for concept review, a revision has been made to the landscape plans to address comments provided by the St. Johns County Fire Marshal. The most significant change was to make sure there is an area that is six feet wide so firemen can go around the north end of the proposed Phase II building. There also was an added sidewalk connection to A1A Beach Boulevard that was put in the plans at the request of the City's Public Works Director, however, the request to put in a crosswalk from Embassy Suites across A1A Beach Boulevard has been withdrawn, as it's his understanding both St. Johns County and the City want to look more carefully at what's best in terms of crosswalks, and not try to decide right now where a crosswalk should go. It isn't not that it will never happen, and Embassy Suites will certainly cooperate with the City as to what's needed for a crosswalk. The revised plans do have a sidewalk connection that goes to the sidewalk along A1A Beach Boulevard. There was also some discussion at the concept review hearing before the Board last month about the directional arrows at the entrances that

were on the architectural plans, and these directional arrows have been removed. Finally, one of the sheets in the conceptual review plans provided to the Board had the splash park or splash pad playground on them. The splash playground is not part of this application, so by recommending approval of the proposed 42-unit addition, the Board would not be approving or denying the playground. With that, the Key Beach North team has worked really hard to review City Code to make sure the final development application for Phase II is in compliance with all applicable criteria, as Embassy Suites is a hotel that has received a four-diamond rating from the American Automobile Association (AAA), which is something only about six percent of hotels ever get. It was also listed as the first of three places to stay in an article about visiting St. Augustine in *The New York Times* in March 2019, and it was featured by *Travel Weekly* and *Orlando Magazine*. These articles were included in the application information. Embassy Suites St. Augustine Beach has also been proud to host local events such as the Best of St. Augustine 2019, the Wildflower Healthcare Gala in August 2019, St. Augustine High School's 2019 prom, and the inaugural 40 Under 40 Events hosted by *The St. Augustine Record* in February 2019. Key International, the parent company behind the development of this hotel, was recognized in September 2019 with the Hilton Legacy Award for a new developer of the year in the full-service category. The architectural detail in the proposed Phase II addition is identical to that of the existing hotel, which is why the application submittal includes many photos of the existing hotel to try to reflect the quality of this project. Present tonight are Diego Ardid, co-president of Key International; Shawn Gracey, executive vice-president of hospitality for Key International; Gene Montezinos, architect with PFVS, the architectural firm for Phase II; and Kris Rowley, engineer with Zev Cohen and Associates, the engineering firm for Phase II. They'll be happy to answer any questions the Board or members of the public may have regarding this application. Mr. Ardid and Key International are very proud to be part of St. Augustine Beach and they want to be a good neighbor.

Mr. Mitherz asked what the resolution was regarding the directional arrow signs indicating how to go in and out of the hotel property.

Mr. Ingram said the entrances are designed and are wide enough for two-way traffic. Currently, however, they are operated as directional one-way, so exit from the hotel site to access A1A Beach Boulevard is from the most northerly entrance, and entrance to the hotel site is from the most southerly entrance. From a practical standpoint, they've found it works best to use the entrances as directional entrances and exits, but they'll certainly work with the City and Public Works Department if there's some disagreement as to the functionality of the accesses to the property.

Mr. Law said as Embassy Suites has recently reached full occupancy, he definitely agrees with its directional traffic that has traffic entering from the southerly entrance and exiting from the north, keeping in mind the majority of the parking, with the exception of Starbuck's, is 100 percent valet. He has no issues with the current arrangement, and operationally, in the future he expects the hotel will go with the most optimum way to increase efficiency with the staff handling the valet parking. This isn't an issue to him, because as Mr. Ingram pointed out, the access points are 18 or 20 feet wide, so they're wide entrance and exit driveways. To date, however, he's not been privileged to any information that there'll be a change or disruption to the current flow of traffic.

Mr. Ingram said from a design standpoint, the driveways are wide enough to accommodate one- or two-way traffic. In operating the hotel, it's been found having the southerly access point as the entrance and the northerly access point as the exit works best for now, but he can't say this will always be the best way it works or that the driveway designs won't change in the future. At last month's concept review hearing, there was some discussion about parking and the location of parking, and they've certainly worked hard to comply with City Code requirements for onsite parking, and the default rule that all parking should be on the same side of the street as the property. Within those constraints, they've put all of the onsite parking on the property in about the same location relative to the beach as the public parking in Pier Park, which is operated by the County immediately adjacent to the south. As they're also interested in aesthetics and want to make the parking as aesthetically attractive as possible, they're using interlocking pavers with AstroTurf material they believe will be aesthetically

superior to other parking areas in the vicinity. Taking into consideration the relative location of the beach on the property immediately adjacent to the north, it's not that far east of where the public parking on Pope Road is, and to the north of that is Anastasia State Park, which also has nearly an oceanfront parking lot, so the parking for Phase II is similar in character in terms of the proximity and is also allowed under the Code.

Ms. Sloan said the Board raised concerns at last month's meeting about that one parking area that's so far east it projects out into the beach, as they didn't think that is necessarily aesthetically appealing from the standpoint of the City because it's right by the pier. She was pleased to see in the revised plans it is now being called "turf parking," and asked if part of it will be Astroturf, and how wide, approximately, that area is between the pavers.

Mr. Ingram said it's an artificial turf that's in between the interlocking pavers.

Mr. Einheuser said the area between the pavers is probably three-inches-by-three inches. As a pool contractor, he's used these pavers before.

Ms. Sloan said there are also design standards for parking that give the Board the ability to modify parking relating to environmental protection. She asked if any landscaping buffer was provided between this parking and the beach, as she couldn't see the landscaping clearly on the plans.

Mr. Ingram displayed Sheet LA3 of the engineering plans on the overhead projector screens and said the section of the LDRs referred to by Ms. Sloan, Section 6.03.05.B.6, says the Planning and Zoning Board may modify parking requirements where necessary to promote a substantial public interest relating to environmental protection, heritage conservation, aesthetics, tree protection, or drainage. This doesn't talk about landscaping, which is actually addressed in another section. The submitted landscaping design complies with and exceeds the requirements of City Code for landscaping, and landscaping is provided around this parking area. It includes a mix of different plantings, and to soften the look, they're using the interlocking pavers with the artificial turf.

Ms. Sloan said her concern, again, is with the aesthetics, and how it looks from the beach, because it does project out there and the parking juts out much further than the rest of the hotel. However, she really likes the idea of the turf, which will soften it. There are just concerns because it's right next to the beach and they don't want it to have an adverse visual impact. Everything else looks absolutely fabulous, and again, she commended the applicant for doing a really nice job and being very comprehensive with what was included in the application.

Mr. Ingram said they've worked really hard to try to soften the look and feel of that parking area, and while it's further east than the parking currently on the hotel site today, if you look at the aerial photographs included in the application packet, it's no further east than the turnabout at Pier Park immediately to the south. The landscaping around the parking area at the southeasterly quadrant includes a mix of oleander and sable palms, as shown on Sheet LA3 on the overhead projector screens, and this buffer varies in width. It's not super wide, on the easterly boundary it's roughly four-to-six feet wide, then there's a little bit wider reception at the area adjacent to Pier Park at the southeast corner, then it gets narrower to allow for car turnarounds, where there's no shrubbery. As you get further to the west, there are additional plantings.

Ms. Sloan said her concern was the landscaping on the eastern side, and how it will look viewing it from the beach.

Kris Rowley, engineer for Zev Cohen & Associates Inc., 300 Interchange Boulevard, Suite C, Ormond Beach, Florida, 32174, said the eastern boundary actually has existing oleander trees which provide a nice buffer, and some palm trees will also be relocated in this area. It's in the hotel's best interest, as well as the City's, to keep that area buffered. He also wanted to clarify Mr. Einheuser was correct in his earlier statement that the turf block pavers are three-inches-by-three-inches, and this is detailed on Sheet LA3 of the engineering plans.

Mr. Ingram said he just pulled up on Google maps the current satellite view to show the relative location of the area in question at the southeast corner, as well as the turnaround at Pier Park.

Ms. Longstreet said in looking at the turf block area, it seems there's more than a two-foot slope being created there, as it starts at 10.5 feet from the bottom and then goes to a little over 8 feet. She asked if any problems with parking are perceived in that high of a slope.

Mr. Rowley said it is a larger slope that is being varied by about two percent. However, this isn't an American with Disabilities Act (ADA) access area, so it may have a steeper slope there. They're also trying to be respectful of the existing boardwalk and trying not to mess with that, so they were required to do just a little bit of a steeper slope going up. He doesn't see any problems with this at all, as they do up to 10 percent at times, so this is very minimal, less than five percent. The maximum cross slope for ADA compliance is two percent and five percent for longitudinal slope, and they're well below that.

Ms. Longstreet said cars are also being double-stacked, which she knows is not ADA-compliant, so the only way you can use this particular parking lot is by using valet parking, due to the double-stacking. It would be a nightmare if it was at full capacity, trying to get one car in the back out.

Mr. Rowley said he agrees, but the valet parking attendants are professionals, and they know what they're doing.

Mr. Mitherz said it's stated on the application that there are no environmentally sensitive zones within the Phase II area. He asked if the site has been looked at since Phase I was built, or if this is the report from Phase I.

Mr. Ingram said the term "environmentally sensitive zones" would refer to habitat and unique vegetation. This site was the redevelopment of former Sheraton and Howard Johnson hotels. It was scraped lot down to the ground when development of Embassy Suites started, and other than definite improvements to the landscaping, and the building of Phase I, there has not been a change in the environmental character of the site.

Ms. Sloan said the Board was provided copies of two letters sent to the Board and the City Commission, one from Mr. Bili Bean of 53 Willow Drive, and the other from Tom and Linda Ringwood of 8 F Street, both objecting to the expansion of Embassy Suites. These two letters will be entered into the record of this meeting. She asked for public comment. There was none.

Mr. Kincaid said the Board was provided copies of the letter from the St. Johns County Fire Marshal, and asked if, with the elimination of the department access road and turnaround on the north side of the existing hotel building, the six-foot path and standpipe satisfy the National Fire Protection Association (NFPA) requirements.

Mr. Law said he's talked with PJ Webb, another engineer at the St. Johns County Fire Marshal's Office, and the engineers for the fire sprinkler system, and as he understands, the County Fire Marshal has agreed with the plan. However, before a sprinkler permit is issued, this must once again go back to the Fire Marshal and be signed off. The Fire Marshal has requested the vegetation be pushed away from the building, so fire personnel have access through there. A new fire hydrant will potentially be added on the northwest sector of the hotel to accommodate this, with various standpipes and cabinets, he believes. This will go through a full fire plan review again.

Ms. Sloan said they have the court case continuing, and the judge at the last ruling ruled in favor of the City finding evidence of adverse visual impact on the surrounding environment in violation of City Code, which is why the judge upheld the City's decision to deny the splash park. She'd simply like to make it clear there are concerns about that parking area perhaps having an adverse visual impact, but she's satisfied that what the applicant has shown with the turf pavers and landscaping reduces that adverse visual impact. She asked for Board comment.

Ms. Odom said she appreciates Embassy Suites' efforts to work with the City to make this a beautiful site. Some people think when you turn the corner driving south along A1A and see the hotel, it's ugly, but anyone who's lived here all their life knows it's quite an improvement. She applauds it and has enjoyed it, and will be installed as president of the Board of Realtors there on Friday.

Mr. Kincaid said to reiterate what the Board has heard, the application is complete, and there are no objections.

from staff.

Mr. Law said at this point, the Building Department has no objection to the proposed addition, keeping in mind a full plan review will take place if the City Commission votes to approve Phase II. The final development application is basically a zoning review, not a building, plan, or fire review, and Ms. Miller has researched the plans quite extensively over the past few months and demonstrated no objection to the proposed Phase II 42-unit addition.

Ms. Longstreet said the applicant has done an admirable job in addressing and finding solutions to every one of the issues the Board pointed out at last month's concept review hearing. Personally, she's still really concerned with the total number of 259 parking spaces for the total of 217 units the hotel will have with the current 175 units in Phase I and the 42 units in Phase II.

Ms. Sloan said that actually comes out to more parking spaces than is required by City Code.

Mr. Law said that's correct, City Code requires 1.15 parking spaces per unit, so based on a total of 217 units for Phases I and II, the hotel is required to have 250 spaces, and 259 spaces are provided.

Ms. Longstreet said she knows this application has nothing to do with the splash pad playground, but she feels it's a little hostile that they have an open court case going on when the issue has already been mitigated twice. She doesn't understand why this is still an open and ongoing issue.

Mr. Mitherz said he was a little surprised at some of the information provided in the application, such as what is on page 14, titled "Project Phasing Master Plan," which states the entire master plan area was previously approved as part of the conceptual plan for Phase I in 2015. When the original hotel was done, there was no master plan or phasing plan, to the best of his memory. He looked for the document referred to as showing the Phase II area and didn't see it, and was told by staff it really wasn't there, which is somewhat disappointing to him.

Mr. Ingram said there was a plan showing a potential Phase II with the footprint of the expansion in this same area. Granted, it was not to this level of detail, which is an extraordinary level of effort by the project's landscape architects and engineers, but an expansion was contemplated in the original plan, and it is referenced in the final development order issued for Phase I.

Mr. King said as long as the proposed addition for Phase II complies with the Code, he doesn't have any real problems with it, whether he likes it or not. If it's compliant when the actual plans are submitted and reviewed by the Building Department, he has no issues with it. Fortunately, it's at the north end of the City, and he hasn't seen that it has had any major impact since the original part of the hotel was built, and a lot of people like it.

Mr. Einheuser said he went through the plans, which are all engineered, and everything appears to be correct. He's gone to Embassy Suites, and enjoys it. That's why he moved to the beach, so he could ride his bike and not worry about parking. He doesn't have any objections to this.

Ms. Sloan said she also likes the hotel very much. The Board got a lot of blowback when the original structure was built so high, even though it was built correctly, as it had to start at the wave velocity height or however it is stated, so she was very pleased to see that Phase II is in compliance with the new rules and it is only two stories above the parking. The former hotel on this site was such an eyesore, whereas this hotel is beautiful, and it has hosted quite a few really nice events and it's just been a wonderful addition to the community. She agrees with Ms. Longstreet and is disappointed that Embassy Suites has continued to fight the appeal regarding the splash park, and while she understands this is what big companies and attorneys do, this is a small community and a lot of folks have expressed their concerns that they did not want to see that visual impact in that far corner and that's why she has to be careful and concerned about it. She really likes the hotel and looks forward to getting back over there to that bar and outdoor pool bar, and just wishes the lawsuit would finish so it's no longer an issue.

Mr. Kincaid said he doesn't think they've done anything outside of their legal right to pursue their desire, which is

what any one of them, as a business or an individual, would have through the court system to go to the next level until it's finally satisfied. He doesn't know if it's appropriate that they comment on Embassy Suites' desire to continue to pursue their legal rights within the court system.

Ms. Sloan said she was commenting on the public sentiment, which is her job as a Board member. When people come to her, email her, and send her letters, she needs to convey that information.

Motion: to recommend the City Commission approve Final Development File No. FD 2019-02 as submitted, with the caveat that all plans for the proposed Phase II addition submitted from this day forward meet all applicable codes and requirements of the City. **Moved** by Mr. Kincaid, **seconded** by Ms. Odom, **passed 5-2** by roll-call vote, with Mr. Einheuser, Mr. King, Ms. Sloan, Mr. Kincaid, and Ms. Odom assenting, and Ms. Longstreet and Mr. Mitherz dissenting.

VII. OLD BUSINESS

There was no old business.

VIII. BOARD COMMENT

Ms. Sloan asked if there is a holiday party coming up.

Ms. Miller said yes, the Board members were sent an invitation, which asked anyone wishing to attend to respond by December 12. The invitations were sent out via email from the City's Events Coordinator to all the Board members at their City Planning and Zoning Board email addresses.

Ms. Sloan said Ms. Miller knows she does not check that email address because she cannot get into her email account. She said she did not get an invitation, and asked if any of the other Board members had received one.

Ms. Longstreet said she didn't get any invitation, as she doesn't use that email address, and they had this discussion last month. Something's wrong, as she can't get into her City email account.

Mr. Mitherz said he received an invitation on his computer via email.

Ms. Miller asked the Board members who can't access their email accounts if they've contacted the IT Department. The City pays for the Board member's email addresses, and if the Board members don't know how to access them, they need to contact Anthony Johns, the City's IT Manager.

Ms. Sloan said she doesn't think this is a very nice way to treat this Board. Ms. Miller has already heard from several Board members that they did not get the invitation and she knows that Ms. West and Mr. Wilson also do not always get into their emails.

Mr. Mitherz said the City currently allows 100 transient rentals in medium density residential districts. He asked how many there are in commercial districts, and if this includes Airbnb rentals.

Mr. Law said there's approximately between 45 and 50 in commercial land use districts. Airbnb is just a mechanism to rent the units. City staff, time permitted, will periodically monitor Airbnb, as a lot of the transient rentals in the City are rented out through Airbnb. The City still allows only a maximum of 100 transient rentals in medium density land use districts, with 10 applications on the waiting list, but there's no cap on transient rentals in commercial land use districts.

Mr. Mitherz asked when the mixed-use development for the Oceans 13 project will be finished.

Mr. Law said the trusses were flown in yesterday or today, as they had to be redesigned, because the pitch had

to be lowered to accommodate for the building height. They're still waiting on the engineer of record to review the new trusses. The building has been moving along, but as for a completion date, he couldn't say at this time.

Ms. Longstreet asked if they can do something about the dumpster on this site, because it is so difficult to get turn of 13th Street, as you cannot see anybody walking or biking on the sidewalk.

Mr. Law said he'll go out there and look at it tomorrow and see if they can either have a smaller dumpster or possibly relocate the dumpster when the garbage truck comes to pick it up.

IX. ADJOURNMENT

The meeting was adjourned at 7:12 p.m.

Jane West, Chairperson

Lacey Pierotti, Recording Secretary

(THIS MEETING HAS BEEN RECORDED IN ITS ENTIRETY. THE RECORDING WILL BE KEPT ON FILE FOR THE REQUIRED RETENTION PERIOD. COMPLETE AUDIO/VIDEO CAN BE OBTAINED BY CONTACTING THE CITY MANAGER'S OFFICE AT 904-471-2122.)



MINUTES

SUSTAINABILITY & ENVIRONMENTAL PLANNING ADVISORY COMMITTEE MEETING

THURSDAY, DECEMBER 12, 2019, AT 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

I. CALL TO ORDER

Chair Krempasky called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

The Committee recited the Pledge of Allegiance.

III. ROLL CALL

Present: Chair Sandra Krempasky, Members Ann Palmquist, Craig Thomson, and Lonnie Kaczmarsky.

Member Lana Bandy and Alternate Jeanette Smith were absent.

Also Present: Public Works Director Bill Tredik and Recording Secretary Dariana Fitzgerald.

IV. APPROVAL OF MINUTES OF NOVEMBER 14, 2019, REGULAR MEETING

Chair Krempasky introduced Item IV.

Motion: To approve the Committee minutes for November 14, 2019. **Moved by** Member Palmquist. **Seconded by** Member Kaczmarsky. Motion passed unanimously.

V. PRESENTATION OF REPORTS:

1. Mickler Boulevard Landscaping

Public Works Director Tredik presented a computer-generated illustration for proposed landscaping between Mickler Boulevard and the sidewalk that he developed with Grounds Foreman Tom Large (Exhibit A). He stated that it would be a recurring pattern with Shilling holly, dwarf Viburnum, and Simpson's stopper. He stated that this would provide a barrier with the opportunity for other plants behind the sidewalk. Member Kaczmarsky also suggested looking at dwarf yaupon holly and dwarf wax myrtle and noted that Simpson's stopper can get 4-5 feet tall, so it may require some trimming. Director Tredik stated that the estimated cost for the plants from 16th Street to Pope Road would be about \$3,100 with a bit more for fertilizers and soils. Member Thomson asked about irrigation and Member Kaczmarsky noted that the ones in his yard didn't need to be watered. Director Tredik stated that the water truck would water them until they were established, and they should not need to be watered regularly after that.

Member Thomson asked about access to the utility lines and Director Tredik said he will review the plan to determine openings for vehicles to get through. Member Thomson also suggested planting clusters of sabal palms or something similar in the middle of each telephone pole span. He stated that this is similar to what FDOT does. Director Tredik noted that there is no curb, so if someone drifts off the road then they could hit a tree and risk serious injury. He stated that he needed to develop plans that would not include plants that could grow into the power lines and Member Kaczmarisky suggested looking at shorter trees besides palms for greater diversity.

Chair Krempasky asked if the \$3,100 would come from Public Works' or SEPAC's budget. Director Tredik replied that this was an entirely unbudgeted expense and he could make it work from Public Works' budget, but would appreciate some help funding it since they had an unexpected \$10,000 repair recently.

Member Palmquist asked about benches since many people walk along that stretch of sidewalk and there are no places to rest. She suggested maybe five benches between Pope Road and 11th Street. Director Tredik said that he would speak with Foreman Large to determine a few spots and he thinks that is a good idea.

Chair Krempasky asked if the Committee would like to use part of their budget for this and Member Thomson replied that he would like to see a more definite plan first. He noted that he sees this as a potential flooding and salt water intrusion area and would prefer to spend money on the environmental issue rather than the beautification issue. Chair Krempasky stated that this was originally a protective issue as well as beautification.

Member Thomson noted that there was a large right-of-way between the sidewalk and the fencing on the adjacent property that could be utilized for trees or other plants. Secretary Fitzgerald noted that trees should not be planted over the piping because their roots could damage it. Director Tredik concurred and stated that part of that space was also under power lines. Member Kaczmarisky noted that the plants already proposed would help increase biodiversity, but Member Thomson insisted that something could be done with the remaining forty feet of space. Secretary Fitzgerald reminded the Committee that the Commission's directive was to plant something between the road and the sidewalk and to do it quickly for safety reasons. She noted that there is no assigned budget, so this is already taking funding from other projects just to complete the minimum already proposed. Director Tredik replied that there can be add-ons later to further enhance the area. Member Palmquist suggested seeing if the adjacent property owners would be willing to help maintain any plants near their property, that it benefits them for beautification and as a noise buffer. Director Tredik noted that many of them cut a lot of trees down as soon as the ditch and sidewalk was completed since they now had access to their backyards from the west side. Secretary Fitzgerald noted that many of the properties along that right-of-way had fences, so there wasn't easy access from the properties to the right-of-way.

Member Thomson asked that Director Tredik have a revised plan to review in January. Director Tredik stated that he could do so since he would ideally like to repave the road before doing the landscaping to prevent potential damage to plants during the paving. Member Thomson also asked to discuss an urban forestry planting plan and the Avenue of Palms next month.

2. Anastasia Island Environmental Stewardship Award 2020

Chair Krempasky noted that the copy of the application provided in the agenda book included the suggested category section and asked if there were any other suggestions. Secretary Fitzgerald noted that she took the draft that Chair Krempasky prepared for the last meeting and added the new section along with lines. She noted that she included "select all that apply", but that could be changed. Member Thomson noted that he had a group in mind, but wasn't sure if they were an actual non-profit, so he suggested changing that to group or organization. Secretary Fitzgerald stated that she could make that change.

3. Climate Change Survey

Chair Krempasky noted that Communication and Events Coordinator Cindy Walker had emailed the Committee information on the survey and publication strategy.

4. Educational Programs

Chair Krempasky stated that Member Bandy was not here to provide an update on the film series, but asked if Member Palmquist if she had an update on the fishing project with the County she had mentioned. Member Palmquist noted that she had sent information to Coordinator Walker, but that the Pier was going to have repair work done so it would be some time before that could be possible.

Member Thomson reported that he spoke with Coordinator Walker about developing informational boards to display at the Arbor Day event. There was discussion on whether those would be an effective means of communication. Secretary Fitzgerald reminded the Committee that the Arbor Day event was designed for children and the few adults that come are there to mind those children. Chair Krempasky suggested developing hands-on activities that could show children the effect of sea level rise, for example (Exhibit B), or other concerns. Secretary Fitzgerald noted that one of the requirements for booths was that they have at least one hands-on activity. Member Kaczmarzky suggested another activity involving putting a potato in salt water vs. fresh water to show the wilting effect of salt water. Member Palmquist suggested partnering with the local 4-H or similar group. Chair Krempasky advised caution about representing the Committee to other organizations without the Committee's prior consensus.

5. Development of a Committee Strategic Plan

Chair Krempasky noted that Member Kaczmarzky had recommended changes to her draft plan (Exhibit C) and asked if there were any other suggestions. She noted that the rain barrel/rain garden project was included because of Alex Farr, but now she is no longer on the Committee. Member Thomson suggested splitting the proposed \$5,000 planning fee to two separate areas. He also suggested a wet retention area on the County's land near Pope Road across from Embassy Suites. Director Tredik noted that he applied for a vulnerability grant to help develop a strategy for areas like that and that the Urban Forestry Management Master Plan had a planting suggestion for that area. Secretary Fitzgerald reminded the Committee that right now they are discussing whether to include items in the Strategic Plan to develop later, not developing those plans at this moment. The Committee discussed whether the Urban Forestry Management Master Plan had considered the potential salt water intrusion

and the existing drainage system for the proposal at Pope Road. Chair Krempasky asked if she could contact Mr. Charlie Marcus for clarification and Member Thomson suggested that he could take a look at the vulnerability map in the Comprehensive Plan and if it shows flooding, then Mr. Marcus could remove or acknowledge that fact. Secretary Fitzgerald cautioned that they could not ask Mr. Marcus for anything that could incur additional costs, such as review fees or revisions to the Plan.

Member Thomson asked for the sea level rise diagrams from Fleet & Associates for the January meeting. He showed a copy of one to the Committee (Exhibit D).

6. Environmental Policy & Planning Recommendations

Member Thomson asked Director Tredik if the Committee should work with him to review the Land Development Regulations and compare with what other cities are doing to make recommendations to the Commission and if he was doing site reviews for the City. Director Tredik replied that he does some reviews, such as drainage calculations to make sure they comply or parking areas to make sure they function well. He stated that he plans to discuss a right-of-way permitting ordinance in the future, but that will be less about development and more about being mindful of what is happening around utility lines and drainage systems.

Member Kaczmarzsky drafted a letter that could be sent to residents asking for assistance with caring for trees in a right-of-way near their homes (Exhibit E). He stated that he would like to speak with Foreman Large and Director Tredik more about the potential program and draft a plan first. There was discussion of the cost of posting a letter and the possibility of using SurveyMonkey or similar program instead.

7. Sustainable Stormwater Management Research

Member Thomson handed out a flyer showing the City of St. Augustine's stormwater utility rates (Exhibit F). Chair Krempasky noted that this fee needs to be researched and worked on more, but the City needs to get past the solid waste fee discussion first. Member Thomson clarified that he is discussing the concept at this point. He asked if Director Tredik knew what the City's stormwater costs were and Director Tredik replied that would be a challenge since stormwater and road and bridge funds come from the same account and those expenses would need to be sorted. Member Thomson stated that he estimated 20-40% of the general fund was used for stormwater management. Director Tredik stated that he believes it is less than is spent on streets.

Member Palmquist asked about Ocean Ridge subdivision since they are using reclaimed water for irrigation that is not going into the City's stormwater system. Director Tredik replied that situations like that make this fee more complex, for example a subdivision with larger homes may have their own central drainage system where they store and discharge their own water and whether it was fair to charge them more for having a larger home when they are doing the same thing a neighboring subdivision with smaller homes is doing. He stated that tiered structures can be difficult to change, since they may require an evaluation of houses for the tax roll each year to adjust for changes in impervious surfaces, modifications that change the home size, etc. He stated that this issue was complicated and would take some time to evaluate.

Member Thomson asked if they could encourage conservation, like rain barrels or roof

gardens, so that the homeowners who utilize the stormwater system more would pay more.

VI. OTHER COMMITTEE MATTERS

Member Kaczmarzsky reported that he will have a class this coming semester on Thursday nights and would be unable to come to four meetings unless the day is changed. The Committee discussed different options with Secretary Fitzgerald noting that Foreman Large usually has another engagement on Wednesday nights and that she would not be available for daytime meetings.

Director Tredik stated that he would like to give a presentation on illicit discharge in the future. Member Palmquist asked for an explanation of illicit discharge. Director Tredik stated that illicit discharge is anything discharging into a water body that shouldn't be there. He gave an example from the previous week where someone dumped a keg of beer into the storm sewer. Member Thomson asked if swimming pools could be drained into storm sewers and Director Tredik replied that they should not because of the chlorine; that they should be broadcast over the surface and percolate into the ground. He noted that a few days ago someone dumped a pile of sand on the road to put in pavers and that sand had the possibility of becoming illicit discharge if it was washed into the storm sewer. He stated that informing the public about illicit discharge was important and advising them to report any illicit discharge they see to the City. Member Thomson commented that he has seen labels on some drains reading "no dumping" or "drains to the ocean".

1. Selection of Chair and Vice Chair for 2020

Member Palmquist asked to delay a vote until more of the members were present. Secretary Fitzgerald noted that the current Chair's term ends at the end of this month, so it would have to be the very first item on the January agenda and could not be delayed further than that. Chair Krempasky noted that there may only be four members in attendance in January. Member Thomson asked to proceed with the election and Chair Krempasky and Member Kaczmarzsky agreed.

Motion: To nominate Sandra Krempasky as Chair and Lana Bandy as Vice Chair for 2020.

Moved by Member Thomson, **Seconded by** Member Kaczmarzsky. Motion passed 3-1 with Member Palmquist opposed.

The Committee discussed when to hold the January meeting and decided to hold it on Wednesday, January 8th.

VII. ADJOURNMENT

Chair Krempasky adjourned the meeting at 7:49 p.m.

Sandra Krempasky, Chair

ATTEST

Max Royle, City Manager

COMMISSION REPORT

December 2020

TO: MAYOR/COMMISSIONERS

FROM: ROBERT A. HARDWICK, CHIEF OF POLICE

DEPARTMENT STATISTICS – December 16 to January 16, 2020

CALLS FOR SERVICE 768
OFFENSE REPORTS 40
CITATIONS ISSUED 94
LOCAL ORDINANCE CITATIONS 2
DUI 6
TRAFFIC WARNINGS 486
TRESSPASS WARNINGS 21
ANIMAL COMPLAINTS 15
ARRESTS 22

- 6 DUI
- 1 Drug Possession – Cocaine
- 1 Fraud Swindle
- 4 Driving W/ License Suspended or Revoked
- 6 Battery
- 1 Child Neglect
- 1 Criminal Mischief – Over \$200
- 2 Disorderly Intoxicated

ANIMAL CONTROL:

- St. Johns County Animal Control handled 15 complaints in St. Augustine Beach area.

MONTHLY ACTIVITIES:

- Beach Blast Off 2020
- January 10, 2020 - Ron Parker Memorial
- January 7, 2020 – Blood Drive

MEMORANDUM

Date: January 22, 2020
To: Max Royle, City Manager
From: Bill Tredik, P.E., Public Works Director
Subject: Monthly Report

Funding Opportunities

Public Works is exploring funding opportunities under the following grant programs:

- Land and Water Conservation Fund Program Ocean Hammock Park
- Districtwide Cost Share Program Mizel Pond Weir

Public works will continue to explore additional funding opportunities in the coming months.

Maintenance Activities

Rights-of-way and Parkettes – Public Works is currently scheduling cut-back of trees along S.R. A1A and A1A Beach Boulevard and planting of trees currently stored at the Public Works facility nursery.

Mickler Boulevard Landscaping – Public is preparing updated landscaping plans for the eastern right of way of Mickler Boulevard for review by SEPAC. Construction of these improvements will occur in Spring 2020 upon completion of Mickler Boulevard Resurfacing, and subject to available funding.

Holiday Lights – Holiday lighting has been removed.

Parks – Maintenance of City parks is ongoing.

Buildings – Maintenance of City buildings and grounds is ongoing. Security enhancements to the gate at the Public Works facility are complete. Emergency egress improvements are in final design and will be submitted to the County building department for approval.

Fleet – The Public Works Department continues to do minor fleet maintenance on our larger trucks, heavy equipment and regular work trucks, to reduce outside repair costs.

Capital Improvements

Mizell Pond Outfall Improvements (HMGP Project No. 4283-88-R) [DESIGN] – The project includes repairing and improving the damaged weir, replacing stormwater pumps and improving the downstream conveyance. The City has received our St. Johns River Water Management District Permit and submitted the final design (Phase 1 of the HMGP) to the Florida Division of Emergency Management (FDEM) for approval. Work will commence in 2020 upon FDEM approval of Phase 1 submittals, execution of the Phase 2 (Construction) contract, and bidding of the project. Public Works currently operates the old pump station to maintain water levels in the pond.

3rd Lane Drainage Improvements [CONSTRUCTION] – The 3rd Lane Ditch Drainage Improvements will pipe approximately 450 feet of existing ditch west of the 2nd Avenue right-of-way and east of Sea Oaks Subdivision. This project will address localized stormwater flooding and reduce long term drainage maintenance requirements. Bids were received on January 21, 2020 and are presented to the Commission on February 3, 2020. Upon award, construction is forecast to begin in March and be complete by the end of July 2020.

Ocean Hammock Park [DESIGN] –Public Works is beginning formal design of Phase 2 components of the park and will be ready to move to construction in July 2020.

11th Street Pipe Repair and resurfacing [DESIGN/CONSTRUCTION]– 11th Street is experiencing subsidence in several locations due to leaks in existing pipe joints. The project is currently in design. No permitting is anticipated for this project, and construction will follow completion of design. Anticipated improvements may include slip-lining of the existing drainage pipe, repair of pavement subbase and base at pipe joints, and resurfacing of the roadway.

Mickler Boulevard Paving [DESIGN] – Public Works has obtained geotechnical investigation necessary to proceed with design of paving improvements between Pope Road and 16th Street. Design is in process and paving is anticipated in Spring 2020.

Streets / Rights of Way

Lighting – Public Works is moving forward with the 19 new streetlights along S.R. A1A and A1A Beach Boulevard. Citywide conversion of streetlights to LED is to be considered at the February 3, 2020 Commission meeting.

Traffic Calming – Speed humps were rejected on the eastern portion of Atlantic Oaks circle by the residents. Public works continues to work with citizens in regard to the installation of speed humps on the western portion of the circle.

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: MONTHLY REPORT
DATE: 1/17/2020

Finance

December financials have been reviewed and the City is trending on budget. Currently, our expenditures Citywide are at 21.8% with 25% of the year elapsed. A review of the Capital purchases for the year indicates we are moving forward with our projects and purchases for FY20.

Solid Waste discussions continue with Public Works Director Bill Tredik as he reviews the current codes regarding Residential and Commercial collection.

Communications and Events

With our current Communications and Events coordinator leaving, the job posting has been sent out to look for candidates to fill the vacancy. We are receiving a steady flow of applicants interested in working for our City.

An After-Action Meeting regarding Beach Blast Off is scheduled for the afternoon of January 17th, to gather feedback from staff and other agencies who assisted with the event. A future meeting will be held with major vendors to obtain their feedback as well. All information will be put together, along with the financials, to be presented at a future Commission Meeting.

Technology

The IT staff continues to assist the departments with annual software subscription renewals and other computer and equipment purchases.

January 17, 2020
11:02 AM

CITY OF ST. AUGUSTINE BEACH
Check Register By Check Date

Page No: 1

Range of Checking Accts: First to Last Range of Check Dates: 12/01/19 to 12/31/19
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
001TDOPERATING							
42715	12/06/19	ALA0020 ALA AUTO CENTER INC				12/31/19	1494
20-00459	1	VEHICLE #106 ROTORS BRAKES A/C	699.14	001-2100-521-4630	Expenditure		96 1
				LAW ENFORCEMENT			
20-00460	1	VEHICLE #128 TIRES & OIL CHNG	111.45	001-2100-521-4630	Expenditure		97 1
				LAW ENFORCEMENT			
			810.59				
42716	12/06/19	ADV010 ADVANCED DISPOSAL				12/31/19	1494
20-00436	1	RECYCLE FEES NOV-19	11,376.72	001-3400-534-3400	Expenditure		73 1
				GARBAGE			
42717	12/06/19	ADVAP010 ADVANCED AUTO PARTS				12/31/19	1494
20-00409	1	TURTLE CAR WASH CLEANER	6.25	001-2100-521-5290	Expenditure		48 1
				LAW ENFORCEMENT			
42718	12/06/19	AFLAC005 AFLAC				12/31/19	1494
20-00407	1	INSURANCE PREMIUMS	425.26	001-229-2100	G/L		47 1
				Insurance-Other Employee Paid			
42719	12/06/19	AMERIO60 AMERICAN HERITAGE LIFE INSURAN				12/31/19	1494
20-00406	1	DENTAL PREMIUMS	29.56	001-229-2100	G/L		46 1
				Insurance-Other Employee Paid			
42720	12/06/19	BOZAR010 BOZARD FORD COMPANY				12/31/19	1494
20-00424	1	OIL CHANGE TIRE ROTAT VEH#123	190.37	001-2100-521-4630	Expenditure		62 1
				LAW ENFORCEMENT			
20-00447	1	VEHICLE #130 MAINTENANCE	4.50	001-2100-521-4630	Expenditure		83 1
				LAW ENFORCEMENT			
20-00447	2	VEHICLE MAINTENANCE	83.83	001-2100-521-4630	Expenditure		84 1
				LAW ENFORCEMENT			
20-00456	1	VEHICLE #115 TIRES & MAINT	91.99	001-2100-521-4630	Expenditure		93 1
				LAW ENFORCEMENT			
20-00457	1	VEHICLE #133 TIRES & MAINT	221.81	001-2100-521-4630	Expenditure		94 1
				LAW ENFORCEMENT			
20-00458	1	VEHICLE #109 OIL CH & BATTERY	169.98	001-2100-521-4630	Expenditure		95 1
				LAW ENFORCEMENT			
			762.48				
42721	12/06/19	BSSIG010 B & S SIGNS INC.				12/31/19	1494
20-00468	1	REPAIR TO PD STREET SIGN	196.92	001-1900-519-4610	Expenditure		104 1
				OTHER GOVERNMENTAL			
42722	12/06/19	BUGOU010 BUG OUT				12/31/19	1494
20-00471	1	LAWN SERVICE	189.00	001-1900-519-3400	Expenditure		107 1
				OTHER GOVERNMENTAL			
42723	12/06/19	CDWGO010 CDW GOVERNMENT INC.				12/31/19	1494
20-00331	1	ADOBE PRO	138.47	001-1900-519-5290	Expenditure		126 1
				OTHER GOVERNMENTAL			

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PO #	Item	Description							
001TDOPERATING				Continued					
42723	CDW GOVERNMENT INC.	Continued							
20-00331	2	ADOBE PRO	154.44	001-3400-534-5290	Expenditure		127	1	
				GARBAGE					
20-00331	3	ADOBE PRO	239.65	001-131-1000	G/L		128	1	
				Due From Road & Bridge Fund					
20-00331	4	ADOBE PRO	177.52	001-2100-521-5290	Expenditure		129	1	
				LAW ENFORCEMENT					
20-00331	5	ADOBE PRO	532.56	001-1300-513-5290	Expenditure		130	1	
				FINANCE					
20-00331	6	ADOBE PRO	532.56	001-2400-524-5290	Expenditure		131	1	
				PROT INSPECTIONS					
20-00331	7	ADOBE PRO	177.52	001-1500-515-5290	Expenditure		132	1	
				COMP PLANNING					
20-00331	8	ADOBE CREATIVE CLOUD	896.32	001-1300-513-5290	Expenditure		133	1	
				FINANCE					
20-00331	9	ACROBAT PRO L2 MOS-11	325.44	001-1300-513-5290	Expenditure		134	1	
				FINANCE					
			3,174.48						
42724	12/06/19	CEDST005 CED-ST AUGUSTINE				12/31/19	1494		
20-00466	1	WIRE FOR BLDG ALARM SYSTEM	253.95	001-1900-519-6200	Expenditure		102	1	
				OTHER GOVERNMENTAL					
42725	12/06/19	CLERK020 CLERK OF CIRCUIT COURT				12/31/19	1494		
20-00487	1	CITATION SABP00732-SHANNON	75.00	001-354-100	Revenue		114	1	
				Parking Tickets					
42726	12/06/19	COLON010 COLONIAL SUPPLEMENTAL INSURANC				12/31/19	1494		
20-00422	1	SUPPLEMENTAL INSURANCE	591.20	001-229-2100	G/L		60	1	
				Insurance-Other Employee Paid					
42727	12/06/19	DGGTA010 DGG UNIFORMS & WORK APPAREL				12/31/19	1494		
20-00453	1	POLO SHIRTS - BRYANT	51.00	001-2100-521-5210	Expenditure		90	1	
				LAW ENFORCEMENT					
42728	12/06/19	DURHA010 DURHAM SCHOOL SERVICES				12/31/19	1494		
20-00192	1	BUSES FOR BBO	8,250.00	001-7200-572-4832	Expenditure		2	1	
				PARKS AND REC					
42729	12/06/19	DYNOM010 DYNOMETER				12/31/19	1494		
20-00443	1	FLEET RADAR CALIBRATIONS	665.00	001-2100-521-4620	Expenditure		82	1	
				LAW ENFORCEMENT					
42730	12/06/19	EDMUN010 EDMUNDS GOVTECH				12/31/19	1494		
20-00224	1	ANNUAL FEE - MAINTENANCE	136.25	001-1100-511-5290	Expenditure		6	1	
				LEGISLATIVE					
20-00224	2	ANNUAL FEE - MAINTENANCE	272.50	001-1200-512-5290	Expenditure		135	1	
				EXECUTIVE					
20-00224	3	ANNUAL FEE - MAINTENANCE	1,335.25	001-1300-513-5290	Expenditure		136	1	
				FINANCE					
20-00224	4	ANNUAL FEE - MAINTENANCE	231.63	001-1500-515-5290	Expenditure		137	1	
				COMP PLANNING					

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PO #	Item	Description					Seq Acct
001TD	OPERATING						
42730	EDMUNDS	GOVTECH	Continued				
20-00224	5	ANNUAL FEE - MAINTENANCE	1,526.00	001-1900-519-5290 OTHER GOVERNMENTAL	Expenditure		138 1
20-00224	6	ANNUAL FEE - MAINTENANCE	3,501.63	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		139 1
20-00224	7	ANNUAL FEE - MAINTENANCE	626.75	001-2400-524-5290 PROT INSPECTIONS	Expenditure		140 1
20-00224	8	ANNUAL FEE - MAINTENANCE	1,335.25	001-3400-534-5290 GARBAGE	Expenditure		141 1
20-00224	9	ANNUAL FEE - MAINTENANCE	4,659.74	001-131-1000 Due From Road & Bridge Fund	G/L		142 1
20-00225	1	ANNUAL HARDWARE MAINTENANCE	180.00	001-1300-513-5290 FINANCE	Expenditure		7 1
20-00226	1	ANNUAL HOSTING	37.50	001-1100-511-5290 LEGISLATIVE	Expenditure		8 1
20-00226	2	ANNUAL HOSTING	75.00	001-1200-512-5290 EXECUTIVE	Expenditure		143 1
20-00226	3	ANNUAL HOSTING	367.50	001-1300-513-5290 FINANCE	Expenditure		144 1
20-00226	4	ANNUAL HOSTING	63.75	001-1500-515-5290 COMP PLANNING	Expenditure		145 1
20-00226	5	ANNUAL HOSTING	420.00	001-1900-519-5290 OTHER GOVERNMENTAL	Expenditure		146 1
20-00226	6	ANNUAL HOSTING	963.75	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		147 1
20-00226	7	ANNUAL HOSTING	172.50	001-2400-524-5290 PROT INSPECTIONS	Expenditure		148 1
20-00226	8	ANNUAL HOSTING	367.50	001-3400-534-5290 GARBAGE	Expenditure		149 1
20-00226	9	ANNUAL HOSTING	1,282.50	001-131-1000 Due From Road & Bridge Fund	G/L		150 1
			17,555.00				
42731	12/06/19	FASTS005 FASTSIGNS				12/31/19	1494
20-00461	1	BBO SIGNAGE	163.33	001-7200-572-4832 PARKS AND REC	Expenditure		98 1
42732	12/06/19	FDLEF005 FDLE/FL CRIMINAL JUSTICE				12/31/19	1494
20-00451	1	FDLE TRAINING-PADGETT	750.00	001-2100-521-5430 LAW ENFORCEMENT	Expenditure		88 1
42733	12/06/19	FERGU010 FERGUSON ENTERPRISES LLC #52				12/31/19	1494
20-00411	1	URINAL FOR POLICE DEPT	190.00	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		50 1
42734	12/06/19	FILE0005 FILEONQ INC.				12/31/19	1494
20-00393	1	EVIDENCE SOFTWARE	4,000.00	001-2100-521-5440 LAW ENFORCEMENT	Expenditure		36 1
42735	12/06/19	FIRST070 FIRST BANKCARD				12/06/19	VOID 0
42736	12/06/19	FIRST070 FIRST BANKCARD				12/06/19	VOID 0

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
001TDOPERATING			Continued						
42737	12/06/19	FIRST070 FIRST BANKCARD				12/06/19 VOID			0
42738	12/06/19	FIRST070 FIRST BANKCARD				12/06/19 VOID			0
42739	12/06/19	FIRST070 FIRST BANKCARD				12/06/19 VOID			0
42740	12/06/19	FIRST070 FIRST BANKCARD				12/31/19			1494
20-00207	1	BLDG F.A.C.E. TRAINING-JT	520.00	001-2400-524-5430	Expenditure		3		1
				PROT INSPECTIONS					
20-00207	2	BLDG F.A.C.E. TRAINING-JT	50.00	001-2400-524-5430	Expenditure		4		1
				PROT INSPECTIONS					
20-00207	3	BLDG F.A.C.E. TRAINING-JT	85.00	001-2400-524-5430	Expenditure		5		1
				PROT INSPECTIONS					
20-00235	1	HOBBY LOBBY COA WREATH/MATRLS	56.82	001-2100-521-5240	Expenditure		9		1
				LAW ENFORCEMENT					
20-00236	1	HILTON-PD TRVL-CARSWELL BKGRND	168.37	001-2100-521-4000	Expenditure		10		1
				LAW ENFORCEMENT					
20-00248	1	CHEWY-PD K9 UNIT-KILO FOOD	109.99	001-2100-521-4640	Expenditure		11		1
				LAW ENFORCEMENT					
20-00252	1	AMAZON-PD UNIFORMS BOOTS-N GIL	93.28	001-2100-521-5210	Expenditure		13		1
				LAW ENFORCEMENT					
20-00266	1	CONSTNT CNTCT-NEWSLTR SUBSCRIP	96.00	001-1300-513-5410	Expenditure		14		1
				FINANCE					
20-00281	1	AMAZON-PD KITCHEN SUPPLIES	19.95	001-2100-521-5100	Expenditure		15		1
				LAW ENFORCEMENT					
20-00285	1	ENGLAND TRNG-ZONE INSP TRAING	195.00	001-2400-524-5430	Expenditure		16		1
				PROT INSPECTIONS					
20-00286	1	HILTON FMCA HOTEL TAX ADJ	17.38-	001-1300-513-4000	Expenditure		17		1
				FINANCE					
20-00288	1	AT&T-BLDG EQUIP-INSP PHONES	62.54	001-2400-524-5230	Expenditure		18		1
				PROT INSPECTIONS					
20-00315	1	AMAZON POLICE - FLAGS	46.40	001-2100-521-5290	Expenditure		19		1
				LAW ENFORCEMENT					
20-00316	1	FRST CST FIREARMS-PD GLOCK19	25.00	001-2100-521-5230	Expenditure		20		1
				LAW ENFORCEMENT					
20-00321	1	WINN DIXIE-VETERAN'S DAY EVENT	62.25	001-7200-572-4834	Expenditure		21		1
				PARKS AND REC					
20-00334	1	AMAZON-PD CHRISTMAS EVENT	13.99	001-2100-521-5240	Expenditure		22		1
				LAW ENFORCEMENT					
20-00335	1	AMAZON-PD PATROL EQUIP-RECORDR	47.95	001-2100-521-5230	Expenditure		23		1
				LAW ENFORCEMENT					
20-00337	1	PD-REPL BROKEN SHOP VAC	54.97	001-2100-521-5230	Expenditure		24		1
				LAW ENFORCEMENT					
20-00343	1	ICC ZONING TEST-PIEROTTI	209.00	001-2400-524-5430	Expenditure		25		1
				PROT INSPECTIONS					
20-00344	1	ENGLAND IZC ZONING TEST-LP	69.00	001-2400-524-5430	Expenditure		26		1
				PROT INSPECTIONS					
20-00345	1	AT&T IPHONE 7 SCREEN PROTECTOR	21.99	001-2400-524-5230	Expenditure		27		1
				PROT INSPECTIONS					
20-00346	1	BEST WESTERN-FACE TRAINING-JT	779.54	001-2400-524-4000	Expenditure		28		1
				PROT INSPECTIONS					

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001TD	OPERATING						
42740	FIRST	BANKCARD					
20-00353	1	AMAZON-BLDG PHONE CASE	21.98	001-2400-524-5230	Expenditure		29 1
				PROT INSPECTIONS			
20-00376	1	AMAZON-PD VEHICLE FLASHLIGHTS	492.84	001-2100-521-5230	Expenditure		30 1
				LAW ENFORCEMENT			
20-00380	1	HILTON-SALES TAX REFUND	8.94	001-2100-521-4000	Expenditure		31 1
				LAW ENFORCEMENT			
20-00381	1	EXTREME TERRAIN-PD SECURE BOX	307.58	001-2100-521-4630	Expenditure		32 1
				LAW ENFORCEMENT			
20-00388	1	PUBLIX-PD SWEARING IN CEREMONY	8.97	001-2100-521-5240	Expenditure		33 1
				LAW ENFORCEMENT			
20-00417	1	TASER BATTERIES	585.00	001-2100-521-5230	Expenditure		56 1
				LAW ENFORCEMENT			
20-00419	1	AMAZON-PD KITCHEN SUPPLIES	28.94	001-2100-521-5290	Expenditure		57 1
				LAW ENFORCEMENT			
20-00420	1	AMAZON-PD KITCHEN SUPPLIES	17.49	001-2100-521-5290	Expenditure		58 1
				LAW ENFORCEMENT			
20-00421	1	DOLLAR TREE-PD CHRISTMAS BAGS	77.00	001-2100-521-5240	Expenditure		59 1
				LAW ENFORCEMENT			
20-00489	1	AMAZON-PRIME MEMBERSHIP	119.00	001-1300-513-5420	Expenditure		115 1
				FINANCE			
20-00490	1	PUBLIX-SWEARING IN CEREMONY	32.99	001-2100-521-5240	Expenditure		116 1
				LAW ENFORCEMENT			
20-00491	1	AMAZON-SECURITY UPGRADES	73.74	001-1900-519-6200	Expenditure		117 1
				OTHER GOVERNMENTAL			
20-00492	1	AMAZON-BLDG SECURITY UPGRADE	85.00	001-1900-519-6200	Expenditure		118 1
				OTHER GOVERNMENTAL			
20-00493	1	AMAZON-BLDG SECURITY UPGRADES	175.56	001-1900-519-6200	Expenditure		119 1
				OTHER GOVERNMENTAL			
20-00494	1	AMAZON-BLDG SECURITY UPGRADE	155.00	001-1900-519-6200	Expenditure		120 1
				OTHER GOVERNMENTAL			
20-00495	1	AMAZON-BLDG SECURITY UPGRADE	62.59	001-1900-519-6200	Expenditure		121 1
				OTHER GOVERNMENTAL			
20-00496	1	AMAZON-PRIME MEMBERSHIP	12.99	001-2100-521-5420	Expenditure		122 1
				LAW ENFORCEMENT			
20-00496	2	AMAZON-PRIME MEMBERSHIP	119.00	001-2100-521-5420	Expenditure		123 1
				LAW ENFORCEMENT			
20-00497	1	AMAZON-TOLL CARSWELL	12.00	001-2100-521-4000	Expenditure		124 1
				LAW ENFORCEMENT			
20-00498	1	AMAZON-VEHICLE REPAIR	191.67	001-131-1000	G/L		125 1
				Due From Road & Bridge Fund			
			5,314.08				
42741	12/06/19	FLAGL030 FLAGLER CARE CENTER				12/31/19	1494
20-00434	1	DRUG SCREEN - ANDREWS	11.70	001-1900-519-5290	Expenditure		69 1
				OTHER GOVERNMENTAL			
20-00434	2	DRUG SCREEN - ANDREWS	13.05	001-3400-534-5290	Expenditure		70 1
				GARBAGE			
20-00434	3	DRUG SCREEN - ANDREWS	20.25	001-131-1000	G/L		71 1
				Due From Road & Bridge Fund			
			45.00				

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PO #	Item	Description							
001TDOPERATING			Continued						
42742	12/06/19	FLORI170 FLORIDA JANITOR & PAPER SUPPLY				12/31/19	1494		
20-00469	1	JANITORIAL SUPPLIES	208.77	001-1900-519-5290	Expenditure		105	1	
				OTHER GOVERNMENTAL					
20-00481	1	JANITORIAL SUPPLIES	162.37	001-1900-519-5290	Expenditure		108	1	
				OTHER GOVERNMENTAL					
			371.14						
42743	12/06/19	FLORI250 FLORIDA POWER & LIGHT COMPANY				12/31/19	1494		
20-00437	1	ELECTRICITY	79.17	001-1900-519-4310	Expenditure		74	1	
				OTHER GOVERNMENTAL					
20-00437	2	ELECTRICITY	88.31	001-3400-534-4310	Expenditure		75	1	
				GARBAGE					
20-00437	3	ELECTRICITY	137.02	001-131-1000	G/L		76	1	
				Due From Road & Bridge Fund					
20-00439	1	ELECTRICITY	625.31	001-1900-519-4310	Expenditure		77	1	
				OTHER GOVERNMENTAL					
20-00439	2	ELECTRICITY	416.86	001-2400-524-4310	Expenditure		78	1	
				PROT INSPECTIONS					
20-00440	1	ELECTRICITY	42.26	001-7200-572-4310	Expenditure		79	1	
				PARKS AND REC					
20-00440	2	ELECTRICITY	806.15	001-2100-521-4310	Expenditure		80	1	
				LAW ENFORCEMENT					
20-00440	3	ELECTRICITY	29.02	001-7200-572-4310	Expenditure		81	1	
				PARKS AND REC					
			2,224.10						
42744	12/06/19	FOPLO005 FOP LODGE 113				12/31/19	1494		
20-00485	1	MEMBERSHIP FEE - T SMITH	7.00	001-229-1000	G/L		112	1	
				Miscellaneous Deductions					
42745	12/06/19	FPHRA005 FPHRA				12/31/19	1494		
20-00435	1	FPHRA MEMBERSHIP-BEV RADDATZ	55.00	001-1300-513-5420	Expenditure		72	1	
				FINANCE					
42746	12/06/19	GALLS010 GALLS LLC				12/31/19	1494		
20-00425	1	UNIFORMS-EVANS & PADGETT	293.00	001-2100-521-5210	Expenditure		63	1	
				LAW ENFORCEMENT					
20-00426	1	UNIFORM SHIRT-MARTINEZ	53.95	001-2100-521-5210	Expenditure		64	1	
				LAW ENFORCEMENT					
20-00454	1	UNIFORM WOMENS STRYKE PANT	67.50	001-2100-521-5210	Expenditure		91	1	
				LAW ENFORCEMENT					
20-00455	1	ONE LINE BRASS NAMEPLATE-KP	15.12	001-2100-521-5210	Expenditure		92	1	
				LAW ENFORCEMENT					
			429.57						
42747	12/06/19	GTDIS005 GT DISTRIBUTORS				12/31/19	1494		
20-00412	1	HOLSTER DUTY BELT-EVANS	209.52	001-2100-521-5210	Expenditure		51	1	
				LAW ENFORCEMENT					
42748	12/06/19	HAGAN020 HAGAN ACE MANAGEMENT CORP				12/31/19	1494		
20-00398	1	BATTERIES FOR ADA	7.99	001-1900-519-5290	Expenditure		38	1	
				OTHER GOVERNMENTAL					

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PO #	Item	Description						
001TDOPERATING				Continued				
42748		HAGAN ACE MANAGEMENT CORP		Continued				
20-00399	1	PWD ICE MACHINE CLEANER	19.99	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		39	1
20-00400	1	SPLASH PARK-MURIATIC ACID	23.36	001-7200-572-5290 PARKS AND REC	Expenditure		40	1
20-00401	1	PWD BUG STOP SPRAY	6.99	001-1900-519-5290 OTHER GOVERNMENTAL	Expenditure		41	1
20-00452	1	CHRISTMAS NET LIGHTS	63.95	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		89	1
20-00482	1	SURF ILLUMINATION TREE SUPPLY	22.54	001-7200-572-4835 PARKS AND REC	Expenditure		109	1
			144.82					
42749	12/06/19	HEATH010 HEATH ELECTRIC				12/31/19		1494
20-00470	1	ELECTRIC REPAIRS 10TH ST PANEL	125.00	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		106	1
42750	12/06/19	HERO005 HERO-INDUSTRIES.COM				12/31/19		1494
20-00427	1	KILO K9 HERO PLUSH DOGS	520.00	001-2100-521-4640 LAW ENFORCEMENT	Expenditure		65	1
42751	12/06/19	HOMED010 HOME DEPOT				12/31/19		1494
20-00402	1	SECURITY SYSTEM REP-DRILL BIT	27.94	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		42	1
20-00403	1	PWD CLEANING VINEGAR	3.58	001-1900-519-5290 OTHER GOVERNMENTAL	Expenditure		43	1
20-00404	1	PWD GATE REPAIR-REBAR ROD CHR	4.50	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		44	1
20-00405	1	WEATHERSHLD-LSP PICNIC TBL MNT	29.88	001-7200-572-5290 PARKS AND REC	Expenditure		45	1
			65.90					
42752	12/06/19	INTER010 INTERNATIONAL ASSOC OF CHIEFS				12/31/19		1494
20-00394	1	TRAINING - LT HARRELL	1,330.00	001-2100-521-5430 LAW ENFORCEMENT	Expenditure		37	1
42753	12/06/19	JACKB010 JACK BECKER DISTRIBUTORS				12/31/19		1494
20-00410	1	HYDRAULIC OIL	342.37	001-3400-534-5220 GARBAGE	Expenditure		49	1
42754	12/06/19	LIGHT010 THE LIGHTSEY GROUP INC				12/31/19		1494
20-00465	1	SURF ILLUMINATION TREE	350.00	001-7200-572-4835 PARKS AND REC	Expenditure		101	1
42755	12/06/19	MARIO010 MARIOTTI'S				12/31/19		1494
20-00433	1	DRY CLEANING	195.42	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		68	1
42756	12/06/19	MARSH015 MARSHALL BAILEY						1494
20-00484	1	BBO BAND	250.00	001-7200-572-4832 PARKS AND REC	Expenditure		111	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
001TD	OPERATING			Continued					
42757	12/06/19	NATIO090 NATIONWIDE RETIREMENT SOLUTION				12/31/19	1494		
20-00486	1	DEFERRED COMP	1,714.52	001-235-0000 Deferred Compensation	G/L		113	1	
42758	12/06/19	PATCH005 PATCH PLAQUES & MORE				12/31/19	1494		
20-00413	1	CUSTOM COMBO PATCH FLAQUE	154.95	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		52	1	
42759	12/06/19	POLKB005 POLK BROS ENT					1494		
20-00002	2	BBO SOUND PRODUCTION	2,875.00	001-7200-572-4832 PARKS AND REC	Expenditure		1	1	
42760	12/06/19	SAFET020 SAFETY PRODUCTS, INC.				12/31/19	1494		
20-00467	1	SAFETY SHIRTS	777.34	001-3400-534-5290 GARBAGE	Expenditure		103	1	
42761	12/06/19	SANFO005 SANFORD AND SON AUTO PARTS INC				12/31/19	1494		
20-00415	1	MISC SUPPLIES	164.45	001-3400-534-5290 GARBAGE	Expenditure		54	1	
42762	12/06/19	SMART010 SMARTCOP INC				12/31/19	1494		
20-00391	1	MAINTENANCE RENEWAL	5,951.00	001-2100-521-4620 LAW ENFORCEMENT	Expenditure		34	1	
42763	12/06/19	STALK010 APPLIED CONCEPTS INC.				12/31/19	1494		
20-00392	1	MAINTENANCE RENEWAL	1,817.50	001-2100-521-5230 LAW ENFORCEMENT	Expenditure		35	1	
42764	12/06/19	STAPL010 STAPLES				12/31/19	1494		
20-00251	1	PD OFF SUPPLY INK CARTRIDGES	69.56	001-2100-521-5100 LAW ENFORCEMENT	Expenditure		12	1	
42765	12/06/19	STJOH010 ST JOHNS COUNTY CHAMBER OF COM				12/31/19	1494		
20-00416	1	TRAINING - ASHLOCK & HARRELL	90.00	001-2100-521-5430 LAW ENFORCEMENT	Expenditure		55	1	
42766	12/06/19	SYMBA010 SYMBOL ARTS				12/31/19	1494		
20-00428	1	TIE BARS	350.50	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		66	1	
20-00429	1	PD BADGE	60.00	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		67	1	
			<u>410.50</u>						
42767	12/06/19	TAYLO020 TAYLOR RENTAL				12/31/19	1494		
20-00423	1	VETERAN'S DAY TABLE/CHAIR RENT	263.00	001-7200-572-4834 PARKS AND REC	Expenditure		61	1	
42768	12/06/19	THOSG010 THOSE GUYS				12/31/19	1494		
20-00462	1	BBO BAND	600.00	001-7200-572-4832 PARKS AND REC	Expenditure		99	1	

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
001	TODOPERATING		Continued						
42769	12/06/19	TODDS010 TODD SMITH				12/31/19	1494		
20-00449	1	REIMBURSEMENT FOR FUEL	21.00	001-2100-521-5220	Expenditure		85	1	
				LAW ENFORCEMENT					
20-00450	1	REIMBURSE TRAINING MEALS	10.00	001-2100-521-4000	Expenditure		86	1	
				LAW ENFORCEMENT					
20-00450	2	REIMBURSE TRAINING MEALS	20.00	001-2100-521-4000	Expenditure		87	1	
				LAW ENFORCEMENT					
			51.00						
42770	12/06/19	TOMHO005 TODD HORN					1494		
20-00463	1	BBO BAND	500.00	001-7200-572-4832	Expenditure		100	1	
				PARKS AND REC					
42771	12/06/19	VELOC005 VELOCITY SYSTEMS				12/31/19	1494		
20-00483	1	NEW VEST - CPL CLINE	947.00	001-2100-521-5210	Expenditure		110	1	
				LAW ENFORCEMENT					
42772	12/06/19	VOLUS005 VOLUSIA/FLAGLER COUNTY POLICE					1494		
20-00414	1	MEMBERSHIP-CHIEF HARDWICK	25.00	001-2100-521-5420	Expenditure		53	1	
				LAW ENFORCEMENT					
42773	12/20/19	A1AAL005 A1A ALTERATIONS LLC				12/31/19	1496		
20-00501	1	PD UNIFORM ALTERATIONS	383.14	001-2100-521-5210	Expenditure		12	1	
				LAW ENFORCEMENT					
42774	12/20/19	A1AAU020 A1A AUTO CENTER INC				12/31/19	1496		
20-00534	1	BATTERY-VEHICLE #117	180.45	001-2100-521-4630	Expenditure		77	1	
				LAW ENFORCEMENT					
42775	12/20/19	ADVAP010 ADVANCED AUTO PARTS				12/31/19	1496		
20-00533	1	VEHICLE #104 MAINTENANCE	30.80	001-2100-521-4630	Expenditure		76	1	
				LAW ENFORCEMENT					
42776	12/20/19	ATTUV010 AT&T				12/31/19	1496		
20-00528	1	INTERNET	45.47	001-1300-513-4100	Expenditure		72	1	
				FINANCE					
20-00528	2	INTERNET	45.48	001-2400-524-4100	Expenditure		161	1	
				PROT INSPECTIONS					
			90.95						
42777	12/20/19	BBT00010 BB&T GOVERNMENTAL FINANCE				12/31/19	1496		
20-00594	1	DEBT SERVICE PAYMENT	13,416.79	001-131-2000	G/L		126	1	
				Due From Debt Service Fund					
42778	12/20/19	BMI00010 BMI				12/31/19	1496		
20-00520	1	BBO BROADCAST LICENSE	358.00	001-7200-572-4832	Expenditure		40	1	
				PARKS AND REC					
42779	12/20/19	BOZAR010 BOZARD FORD COMPANY				12/31/19	1496		
20-00546	1	ROUTINE MAINT VEH #134	155.58	001-2100-521-4630	Expenditure		89	1	
				LAW ENFORCEMENT					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
001TDOPERATING			Continued						
42779	BOZARD	FORD COMPANY	Continued						
20-00547	1	OIL CHANGE VEH #131	31.99	001-2100-521-4630	Expenditure		90	1	
				LAW ENFORCEMENT					
20-00589	1	PD VEH #103 TIRE REPL	39.99	001-2100-521-4630	Expenditure		116	1	
				LAW ENFORCEMENT					
20-00590	1	PD VEH #129 TIRE REPAIR	18.51	001-2100-521-4630	Expenditure		117	1	
				LAW ENFORCEMENT					
			246.07						
42780	12/20/19	CANON010 CANON FINANCIAL SERVICES				12/31/19	1496		
20-00608	1	CANNON LEASE	125.00	001-2400-524-4430	Expenditure		136	1	
				PROT INSPECTIONS					
20-00608	2	CANNON USAGE	64.57	001-2400-524-4700	Expenditure		137	1	
				PROT INSPECTIONS					
20-00608	3	CANNON LEASE	125.00	001-2100-521-4430	Expenditure		138	1	
				LAW ENFORCEMENT					
20-00608	4	CANNON USAGE	54.15	001-2100-521-4700	Expenditure		139	1	
				LAW ENFORCEMENT					
20-00608	5	CANNON LEASE	125.00	001-1300-513-4430	Expenditure		140	1	
				FINANCE					
20-00608	6	CANNON USAGE	108.36	001-1300-513-4700	Expenditure		141	1	
				FINANCE					
20-00609	1	CANNON LEASE	47.84	001-1900-519-4430	Expenditure		142	1	
				OTHER GOVERNMENTAL					
20-00609	2	CANNON LEASE	53.36	001-3400-534-4430	Expenditure		143	1	
				GARBAGE					
20-00609	3	CANNON LEASE	82.80	001-131-1000	G/L		144	1	
				Due From Road & Bridge Fund					
20-00609	4	CANNON USAGE	7.26	001-1900-519-5100	Expenditure		145	1	
				OTHER GOVERNMENTAL					
20-00609	5	CANNON USAGE	8.10	001-3400-534-5100	Expenditure		146	1	
				GARBAGE					
20-00609	6	CANNON USAGE	12.58	001-131-1000	G/L		162	1	
				Due From Road & Bridge Fund					
			814.02						
42781	12/20/19	CARDI010 CARDIAC SCIENCE CORP				12/31/19	1496		
20-00585	1	PD AED BATTERIES	240.00	001-2100-521-5230	Expenditure		112	1	
				LAW ENFORCEMENT					
42782	12/20/19	CDWG0010 CDW GOVERNMENT INC.				12/31/19	1496		
20-00432	1	HP SB WORKSTATION Z2 TOWER	2,286.46	001-1300-513-6320	Expenditure		9	1	
				FINANCE					
20-00432	2	HP SB WORKSTATION Z2 TOWER	2,286.46	001-2100-521-6430	Expenditure		10	1	
				LAW ENFORCEMENT					
			4,572.92						
42783	12/20/19	CEDST005 CED-ST AUGUSTINE				12/31/19	1496		
20-00567	1	PWD 18' ROD SET	64.73	001-1900-519-5230	Expenditure		97	1	
				OTHER GOVERNMENTAL					

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PO #	Item	Description					Ref Seq Acct
001TDOPERATING				Continued			
42784	12/20/19	CLERK020 CLERK OF CIRCUIT COURT				12/31/19	1496
20-00529	1	NOV-19 FILING FEES	10.00	001-2100-521-5290	Expenditure		73 1
				LAW ENFORCEMENT			
20-00530	1	NOV-19 FILING FEES	40.00	001-2100-521-5290	Expenditure		74 1
				LAW ENFORCEMENT			
20-00531	1	CIT SABP00722 - HENDRIX	85.00	001-354-100	Revenue		75 1
				Parking Tickets			
			135.00				
42785	12/20/19	COMCA015 COMCAST				12/31/19	1496
20-00591	1	PD CABLE TV NEWS SERVICE	66.48	001-2100-521-5290	Expenditure		118 1
				LAW ENFORCEMENT			
42786	12/20/19	CRAFT010 CRAFT'S TROPHIES & AWARDS INC				12/31/19	1496
20-00537	1	MAILBOX PLATE-EVANS	6.00	001-2100-521-4700	Expenditure		80 1
				LAW ENFORCEMENT			
20-00595	1	CPZB NAMEPLATE-EINHEUSER	12.00	001-1100-511-4990	Expenditure		127 1
				LEGISLATIVE			
			18.00				
42787	12/20/19	DELMA005 DEL MAR VETERINARY HOSPITAL				12/31/19	1496
20-00544	1	K9 KILO NAIL TRIM	22.00	001-2100-521-4640	Expenditure		87 1
				LAW ENFORCEMENT			
20-00584	1	PD K9 KILO VET EXAM	162.03	001-2100-521-4640	Expenditure		111 1
				LAW ENFORCEMENT			
			184.03				
42788	12/20/19	ENTER005 ENTERPRISE FM TRUST				12/31/19	1496
20-00568	1	PD VEH#125 FINAL LEASE PAYMENT	8.58	001-2100-521-4431	Expenditure		98 1
				LAW ENFORCEMENT			
42789	12/20/19	ERNIE010 ERNIES TOOLS & SUPPLY				12/31/19	1496
20-00569	1	CHUCK FOR 3/4" DRILL	34.85	001-1900-519-5230	Expenditure		99 1
				OTHER GOVERNMENTAL			
42790	12/20/19	FLORI040 FLORIDA BULLET INC					1496
20-00545	1	9MM AMMUNITION	494.00	001-2100-521-5290	Expenditure		88 1
				LAW ENFORCEMENT			
42791	12/20/19	FLORI170 FLORIDA JANITOR & PAPER SUPPLY				12/31/19	1496
20-00570	1	PWD REPL SOAP DISPENSERS	41.70	001-1900-519-4610	Expenditure		100 1
				OTHER GOVERNMENTAL			
42792	12/20/19	FLORI190 FLORIDA MUNICIPAL INSURANCE TR				12/31/19	1496
20-00521	1	WORKERS COMP INSURANCE	55.94	001-1200-512-2400	Expenditure		41 1
				EXECUTIVE			
20-00521	2	WORKERS COMP INSURANCE	93.23	001-1300-513-2400	Expenditure		42 1
				FINANCE			
20-00521	3	WORKERS COMP INSURANCE	857.67	001-1500-515-2400	Expenditure		43 1
				COMP PLANNING			
20-00521	4	LIABILITY INSURANCE	4,551.18	001-1900-519-4510	Expenditure		44 1
				OTHER GOVERNMENTAL			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
001	TD	OPERATING		Continued			
42792	FLORIDA	MUNICIPAL INSURANCE TR	Continued				
20-00521	5	BLDG/PROP INSURANCE	2,220.19	001-1900-519-4520	Expenditure		45 1
				OTHER GOVERNMENTAL			
20-00521	6	WORKERS COMP INSURANCE	1,361.09	001-1900-519-2400	Expenditure		46 1
				OTHER GOVERNMENTAL			
20-00521	7	LIABILITY INSURANCE	4,822.25	001-2100-521-4510	Expenditure		47 1
				LAW ENFORCEMENT			
20-00521	8	BLDG/PROP INSURANCE	2,936.01	001-2100-521-4520	Expenditure		48 1
				LAW ENFORCEMENT			
20-00521	9	WORKERS COMP INSURANCE	4,847.70	001-2100-521-2400	Expenditure		49 1
				LAW ENFORCEMENT			
20-00521	10	LIABILITY INSURANCE	196.71	001-2400-524-4510	Expenditure		50 1
				PROT INSPECTIONS			
20-00521	11	BLDG/PROP INSURANCE	1,315.88	001-2400-524-4520	Expenditure		51 1
				PROT INSPECTIONS			
20-00521	12	WORKERS COMP INSURANCE	1,901.79	001-2400-524-2400	Expenditure		52 1
				PROT INSPECTIONS			
20-00521	13	LIABILITY INS DUE FROM R&B	934.39	001-131-1000	G/L		53 1
				Due From Road & Bridge Fund			
20-00521	14	BLDG/PROP INS DUE FROM R&B	2,103.24	001-131-1000	G/L		54 1
				Due From Road & Bridge Fund			
20-00521	15	WKRS COMP INS DUE FROM R&B	3,039.10	001-131-1000	G/L		55 1
				Due From Road & Bridge Fund			
20-00521	16	LIABILITY INSURANCE	245.89	001-3400-534-4510	Expenditure		56 1
				GARBAGE			
20-00521	17	BLDG/PROP INSURANCE	1,086.86	001-3400-534-4520	Expenditure		57 1
				GARBAGE			
20-00521	18	WORKERS COMP INSURANCE	6,488.47	001-3400-534-2400	Expenditure		163 1
				GARBAGE			
			<u>39,057.59</u>				
42793	12/20/19	FOPLO005 FOP LODGE 113					1496
20-00606	1	MEMBERSHIP FEE-TODD SMITH	7.00	001-229-1000	G/L		134 1
				Miscellaneous Deductions			
42794	12/20/19	GALLS010 GALLS LLC				12/31/19	1496
20-00540	1	RAINCOAT - RAYMOND	123.00	001-2100-521-5210	Expenditure		83 1
				LAW ENFORCEMENT			
20-00541	1	SHIRTS - EVANS	92.23	001-2100-521-5210	Expenditure		84 1
				LAW ENFORCEMENT			
20-00542	1	PATROL POLO - RAYMOND	147.15	001-2100-521-5210	Expenditure		85 1
				LAW ENFORCEMENT			
			<u>362.38</u>				
42795	12/20/19	GETTY010 GETTYSBURG FLAG WORKS, INC					1496
20-00571	1	PWD REPLACEMENT FLAGS	199.00	001-1900-519-5290	Expenditure		101 1
				OTHER GOVERNMENTAL			
42796	12/20/19	GLACI005 GLACIER HEATING & A/C					1496
20-00596	1	CITY HALL AC REPAIR-FAN BLADE	249.00	001-1900-519-4610	Expenditure		128 1
				OTHER GOVERNMENTAL			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
001TDOPERATING			Continued				
42797	12/20/19	HAGAN020 HAGAN ACE MANAGEMENT CORP				12/31/19	1496
20-00535	1	MISC OPERATING SUPPLIES	66.12	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		78 1
20-00536	1	PD OPERATING SUPPLY- DUCT TAPE	11.98	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		79 1
20-00551	1	PWD DOOR REPAIR-HARDWARE	5.34	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		92 1
			<u>83.44</u>				
42798	12/20/19	HASTY020 HASTY'S COMMUNICATIONS				12/31/19	1496
20-00586	1	PD RADIO CHARGER	55.00	001-2100-521-5230 LAW ENFORCEMENT	Expenditure		113 1
42799	12/20/19	HEATH010 HEATH ELECTRIC					1496
20-00572	1	REP-CITY HALL PARK LOT LIGHTS	917.90	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		102 1
42800	12/20/19	HICKS101 HICK'S LAND CLEARING & INCINER				12/31/19	1496
20-00510	1	SOLID WASTE DISPOSAL FEES	30.00	001-3400-534-4940 GARBAGE	Expenditure		28 1
42801	12/20/19	HOMED010 HOME DEPOT				12/31/19	1496
20-00597	1	BBO-ORANGE SAFETY FENCE	149.85	001-7200-572-4832 PARKS AND REC	Expenditure		129 1
20-00598	1	FRONT LIGHT REPAIR - PD	83.92	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		130 1
20-00599	1	WIRE STRIPPER, TESTER, MNT KIT	63.91	001-1900-519-5230 OTHER GOVERNMENTAL	Expenditure		131 1
20-00600	1	PATCH WEAVE-CITY HALL REPAIR	6.97	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		132 1
			<u>304.65</u>				
42802	12/20/19	IDENT005 IDENTITY AUTOMATION					1496
20-00527	1	PD-2FA ANNUAL RENEWAL	381.25	001-2100-521-4620 LAW ENFORCEMENT	Expenditure		71 1
42803	12/20/19	INDIA010 INDIANHEAD BIOMASS SERVICES					1496
20-00511	1	SOLID WASTE DISPOSAL FEES	1,056.98	001-3400-534-4940 GARBAGE	Expenditure		29 1
42804	12/20/19	JAMES010 JAMES MOORE & CO P.L.				12/31/19	1496
20-00505	1	ANNUAL AUDIT	3,600.00	001-1300-513-3200 FINANCE	Expenditure		15 1
20-00505	2	ANNUAL AUDIT	900.00	001-131-1000 Due From Road & Bridge Fund	G/L		16 1
			<u>4,500.00</u>				
42805	12/20/19	JENNI005 JENNIFER THOMPSON				12/31/19	1496
20-00577	1	TUITION REIMB-JENN THOMPSON	645.94	001-2400-524-5430 PROT INSPECTIONS	Expenditure		109 1

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PO #	Item	Description					Ref Seq	Acct
001TDOPERATING		Continued						
42806	12/20/19	JUSTI005 JUSTIFACTS CREDENTIAL					1496	
20-00500	1	BACKGROUND CHECK SERVICE	65.00	001-1300-513-5410	Expenditure		11	1
				FINANCE				
42807	12/20/19	LVHIE010 L.V. HIERS INC.				12/31/19	1496	
20-00519	1	BULK FUEL	1,370.23	001-141-0000	G/L		38	1
				Inventories - Fuel				
20-00519	2	BULK FUEL	769.62	001-141-0000	G/L		39	1
				Inventories - Fuel				
			<u>2,139.85</u>					
42808	12/20/19	MARIO010 MARIOTTI'S				12/31/19	1496	
20-00592	1	PD UNIFORM DRYCLEAN SERVICE	203.01	001-2100-521-5210	Expenditure		119	1
				LAW ENFORCEMENT				
42809	12/20/19	MICRO010 MICROSOFT				12/31/19	1496	
20-00522	1	PD ONLINE SERVICES-NEW OFFICER	174.42	001-2100-521-5290	Expenditure		59	1
				LAW ENFORCEMENT				
42810	12/20/19	MUNIC010 MUNICIPAL CODE CORPORATION				12/31/19	1496	
20-00503	1	CODE SUPPLEMENT #6	1,038.12	001-1100-511-3170	Expenditure		13	1
				LEGISLATIVE				
42811	12/20/19	NATIO090 NATIONWIDE RETIREMENT SOLUTION				12/31/19	1496	
20-00607	1	DEFERRED COMPENSATION	1,714.52	001-235-0000	G/L		135	1
				Deferred Compensation				
42812	12/20/19	NEOP0010 NEOPOST USA INC				12/31/19	1496	
20-00509	1	INK FOR POSTAGE MACHINE	140.00	001-1300-513-5100	Expenditure		27	1
				FINANCE				
42813	12/20/19	NETOP005 NETOP TECH INC					1496	
20-00576	1	RENEWAL-REMOTE ACCESS SOFTWARE	286.80	001-2100-521-4620	Expenditure		108	1
				LAW ENFORCEMENT				
42814	12/20/19	NORTH010 NORTH FLORIDA IRRIGATION EQUIP				12/31/19	1496	
20-00601	1	PWD DRAINAGE SYSTEM REPAIR	31.47	001-1900-519-4610	Expenditure		133	1
				OTHER GOVERNMENTAL				
42815	12/20/19	PATCH005 PATCH PLAQUES & MORE				12/31/19	1496	
20-00538	1	PD PLAQUE	119.95	001-2100-521-5290	Expenditure		81	1
				LAW ENFORCEMENT				
42816	12/20/19	PATRI010 PATRICK'S UNIFORMS					1496	
20-00587	1	PD HONOR GUARD UNIFORMS	191.96	001-2100-521-5210	Expenditure		114	1
				LAW ENFORCEMENT				
42817	12/20/19	PUBLI020 PUBLIX				12/31/19	1496	
20-00539	1	CHRISTMAS-COPS & CLAUS SUPPLY	16.36	001-2100-521-5240	Expenditure		82	1
				LAW ENFORCEMENT				
20-00543	1	FOOD/BEV-DEPARTMENT TRAINING	140.88	001-2100-521-5240	Expenditure		86	1
				LAW ENFORCEMENT				

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PO #	Item	Description					Seq Acct
001TDOPERATING			Continued				
42817	PUBLIX	Continued					
20-00573	1	OPERATING SUPPLIES	13.98	001-1900-519-5290	Expenditure		103 1
				OTHER GOVERNMENTAL			
			171.22				
42818	12/20/19	QUILL010 QUILL LLC					1496
20-00525	1	OFFICE SUPPLIES	11.19	001-1300-513-5100	Expenditure		68 1
				FINANCE			
20-00525	2	OFFICE SUPPLIES	33.35	001-2100-521-5100	Expenditure		69 1
				LAW ENFORCEMENT			
20-00525	3	OFFICE SUPPLIES	7.05	001-2400-524-5100	Expenditure		70 1
				PROT INSPECTIONS			
			51.59				
42819	12/20/19	SANF0005 SANFORD AND SON AUTO PARTS INC				12/31/19	1496
20-00564	1	SUPPORT REPAIR TO PUMP HOUSE	29.99	001-7200-572-4620	Expenditure		93 1
				PARKS AND REC			
20-00565	1	REPAIR AIR TANKS-VEHICLE #76	3.56	001-3400-534-4630	Expenditure		94 1
				GARBAGE			
20-00566	1	SUPPORT-REP TO SPLASHPARK PUMP	29.99	001-7200-572-4620	Expenditure		95 1
				PARKS AND REC			
20-00566	2	RADIATOR HOSE-VEHICLE #66	42.07	001-131-1000	G/L		96 1
				Due From Road & Bridge Fund			
			105.61				
42820	12/20/19	SMITH010 SMITH BROS. PEST CONTROL				12/31/19	1496
20-00514	6	PEST CONTROL POLICE	25.00	001-1900-519-4610	Expenditure		31 1
				OTHER GOVERNMENTAL			
20-00514	7	PEST CONTROL CITY HALL	52.00	001-1900-519-4610	Expenditure		32 1
				OTHER GOVERNMENTAL			
20-00514	8	PEST CONTROL CITY HALL	30.00	001-1900-519-4610	Expenditure		33 1
				OTHER GOVERNMENTAL			
20-00514	9	PEST CONTROL POLICE	25.00	001-1900-519-4610	Expenditure		34 1
				OTHER GOVERNMENTAL			
20-00514	10	PEST CONTROL POLICE	52.00	001-1900-519-4610	Expenditure		35 1
				OTHER GOVERNMENTAL			
			184.00				
42821	12/20/19	STAPL010 STAPLES				12/31/19	1496
20-00574	1	FINANCE OFFICE SUPPLIES	82.94	001-1300-513-5100	Expenditure		104 1
				FINANCE			
20-00574	2	PD OFFICE SUPPLIES	179.22	001-2100-521-5100	Expenditure		105 1
				LAW ENFORCEMENT			
20-00574	3	BUILDING OFFICE SUPPLIES	25.99	001-2400-524-5100	Expenditure		106 1
				PROT INSPECTIONS			
			288.15				
42822	12/20/19	STAUG110 ST AUGUSTINE RECORD				12/20/19 VOID	0
42823	12/20/19	STAUG110 ST AUGUSTINE RECORD				12/31/19	1496
20-00328	1	FIN LEGAL AD-SJC RIVER WTR MGT	152.58	001-1300-513-4810	Expenditure		1 1
				FINANCE			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
001TDOPERATING		Continued					
42823	ST AUGUSTINE RECORD	Continued					
20-00347	1	FIN LEGAL AD-PUB HEARNG CU2019	76.29	001-1300-513-4810	Expenditure		2 1
				FINANCE			
20-00347	2	FIN LEGAL AD-PUB HEARNG CU2019	71.80	001-1300-513-4810	Expenditure		3 1
				FINANCE			
20-00347	3	FIN LEGAL AD-PUB HEARNG CU2019	76.29	001-1300-513-4810	Expenditure		4 1
				FINANCE			
20-00349	1	CEB MEETING LEGAL AD	71.80	001-2400-524-4810	Expenditure		5 1
				PROT INSPECTIONS			
20-00350	1	PZB MEETING LEGAL AD	143.60	001-1500-515-4810	Expenditure		6 1
				COMP PLANNING			
20-00430	1	LEGAL AD-NON AD VALOREM ASSMNT	323.12	001-1300-513-4810	Expenditure		7 1
				FINANCE			
20-00431	1	FIN LEGAL AD-SAB COMP PLAN	359.00	001-1300-513-4810	Expenditure		8 1
				FINANCE			
20-00506	1	PZB LEGAL AD-PUB HRG EMBASSY	80.78	001-1500-515-4810	Expenditure		17 1
				COMP PLANNING			
			1,355.26				
42824	12/20/19	STJOH110 ST. JOHNS COUNTY SOLID WASTE				12/31/19	1496
20-00518	9	DISPOSAL FEES NOV 19	11,516.56	001-3400-534-4940	Expenditure		37 1
				GARBAGE			
42825	12/20/19	STJOH140 ST. JOHNS COUNTY UTILITY DEPAR				12/31/19	1496
20-00523	1	WATER SERVICE - NOVEMBER 19	59.74	001-1900-519-4320	Expenditure		60 1
				OTHER GOVERNMENTAL			
20-00523	2	WATER SERVICE - NOVEMBER 19	66.63	001-3400-534-4320	Expenditure		61 1
				GARBAGE			
20-00523	3	WATER SERVICE - NOVEMBER 19	103.38	001-131-1000	G/L		62 1
				Due From Road & Bridge Fund			
20-00523	4	WATER SERVICE - NOVEMBER 19	335.45	001-1900-519-4320	Expenditure		63 1
				OTHER GOVERNMENTAL			
20-00523	5	WATER SERVICE - NOVEMBER 19	223.63	001-2400-524-4320	Expenditure		64 1
				PROT INSPECTIONS			
20-00523	6	WATER SERVICE - NOVEMBER 19	111.67	001-2100-521-4320	Expenditure		65 1
				LAW ENFORCEMENT			
20-00523	7	WATER SERVICE - NOVEMBER 19	145.97	001-7200-572-4320	Expenditure		66 1
				PARKS AND REC			
20-00523	8	WATER SERVICE - NOVEMBER 19	78.09	001-7200-572-4320	Expenditure		67 1
				PARKS AND REC			
20-00575	1	WATER SERVICE - NOV 19	61.97	001-7200-572-4320	Expenditure		107 1
				PARKS AND REC			
20-00578	1	WATER SERVICE - NOV 19	114.67	001-7200-572-4320	Expenditure		110 1
				PARKS AND REC			
			1,301.20				
42826	12/20/19	SUNLI010 SUN LIFE FINANCIAL				12/31/19	1496
20-00507	1	PREMIUMS JAN 2020	663.48	001-229-2100	G/L		18 1
				Insurance-Other Employee Paid			
20-00507	2	PREMIUMS JAN 2020	4.56	001-1200-512-2300	Expenditure		19 1
				EXECUTIVE			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
001TDOPERATING				Continued					
42826	SUN LIFE	FINANCIAL		Continued					
20-00507	3	PREMIUMS JAN 2020	63.91	001-1300-513-2300	Expenditure		20	1	
				FINANCE					
20-00507	4	PREMIUMS JAN 2020	14.15	001-1500-515-2300	Expenditure		21	1	
				COMP PLANNING					
20-00507	5	PREMIUMS JAN 2020	42.73	001-1900-519-2300	Expenditure		22	1	
				OTHER GOVERNMENTAL					
20-00507	6	PREMIUMS JAN 2020	200.86	001-2100-521-2300	Expenditure		23	1	
				LAW ENFORCEMENT					
20-00507	7	PREMIUMS JAN 2020	40.63	001-2400-524-2300	Expenditure		24	1	
				PROT INSPECTIONS					
20-00507	8	PREMIUMS JAN 2020	47.66	001-3400-534-2300	Expenditure		25	1	
				GARBAGE					
20-00507	9	PREMIUMS JAN 2020	73.95	001-131-1000	G/L		26	1	
				Due From Road & Bridge Fund					
			1,151.93						
42827	12/20/19	THEBA005 THE BANCORP BANK				12/31/19	1496		
20-00513	1	PD LEASE - VEHICLE #128	389.49	001-2100-521-4431	Expenditure		30	1	
				LAW ENFORCEMENT					
42828	12/20/19	TIREH005 TIREHUB LLC				12/31/19	1496		
20-00588	1	PD EAGLE RS TIRES	404.00	001-2100-521-4630	Expenditure		115	1	
				LAW ENFORCEMENT					
42829	12/20/19	TRANCO05 TRANCITE				12/31/19	1496		
20-00517	1	BUDGETED LICENSE INCREASE	356.00	001-2100-521-4620	Expenditure		36	1	
				LAW ENFORCEMENT					
42830	12/20/19	UNITE020 UNITED HEALTHCARE INSURANCE CO				12/31/19	1496		
20-00610	1	INSURANCE PREM JAN-20	7,299.97	001-229-2000	G/L		148	1	
				Health Insurance-Employee Portion					
20-00610	2	INSURANCE PREM JAN-20	845.15	001-229-2100	G/L		149	1	
				Insurance-Other Employee Paid					
20-00610	3	INSURANCE PREM JAN-20	706.25	001-1200-512-2300	Expenditure		150	1	
				EXECUTIVE					
20-00610	4	INSURANCE PREM JAN-20	7,040.50	001-1300-513-2300	Expenditure		151	1	
				FINANCE					
20-00610	5	INSURANCE PREM JAN-20	1,060.50	001-1500-515-2300	Expenditure		152	1	
				COMP PLANNING					
20-00610	6	INSURANCE PREM JAN-20	4,446.51	001-1900-519-2300	Expenditure		153	1	
				OTHER GOVERNMENTAL					
20-00610	7	INSURANCE PREM JAN-20	18,057.50	001-2100-521-2300	Expenditure		154	1	
				LAW ENFORCEMENT					
20-00610	8	INSURANCE PREM JAN-20	2,448.33	001-2400-524-2300	Expenditure		155	1	
				PROT INSPECTIONS					
20-00610	9	INSURANCE PREM JAN-20	4,959.57	001-3400-534-2300	Expenditure		156	1	
				GARBAGE					
20-00610	10	INSURANCE PREM JAN-20	7,695.90	001-131-1000	G/L		157	1	
				Due From Road & Bridge Fund					
			54,560.18						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
001TDOPERATING			Continued				
42831	12/20/19	USBAN005 US BANK VOYAGER FLEET SYS				12/31/19	1496
20-00504	1	PD FUEL 11/8 TO 12/8/19	3,990.18	001-2100-521-5220	Expenditure		14 1
				LAW ENFORCEMENT			
42832	12/20/19	VERIZ010 VERIZON WIRELESS				12/31/19	1496
20-00548	1	PD CELL PHONES	789.07	001-2100-521-4100	Expenditure		91 1
				LAW ENFORCEMENT			
20-00611	1	CELL PHONES	119.77	001-2400-524-4100	Expenditure		158 1
				PROT INSPECTIONS			
20-00611	2	CELL PHONES	184.78	001-3400-534-4100	Expenditure		159 1
				GARBAGE			
20-00611	3	CELL PHONES	184.79	001-131-1000	G/L		160 1
				Due From Road & Bridge Fund			
			1,278.41				
42833	12/20/19	WINDS005 WINDSTREAM					1496
20-00593	1	PHONES/INTERNET	708.42	001-1300-513-4100	Expenditure		120 1
				FINANCE			
20-00593	2	PHONES/INTERNET	1,475.87	001-2100-521-4100	Expenditure		121 1
				LAW ENFORCEMENT			
20-00593	3	PHONES/INTERNET	324.69	001-2400-524-4100	Expenditure		164 1
				PROT INSPECTIONS			
20-00593	4	PHONES/INTERNET	88.55	001-1900-519-4100	Expenditure		123 1
				OTHER GOVERNMENTAL			
20-00593	5	PHONES/INTERNET	147.59	001-3400-534-4100	Expenditure		124 1
				GARBAGE			
20-00593	6	PHONES/INTERNET	206.61	001-131-1000	G/L		125 1
				Due From Road & Bridge Fund			
			2,951.73				
42834	12/20/19	HOLID020 ST. AUGUSTINE RESORTS, INC.				12/31/19	1497
20-00614	1	HOLIDAY PARTY - GUY HARVEY	1,733.71	001-1100-511-4800	Expenditure		1 1
				LEGISLATIVE			
42835	12/20/19	JACKI005 JACKIE PARRISH				12/31/19	1497
20-00615	1	REIMBURSE TUITION-J PARRISH	689.00	001-2100-521-5430	Expenditure		2 1
				LAW ENFORCEMENT			
1575	12/31/19	STJOH020 ST JOHNS COUNTY FINANCE DEPT		(Void Reason: wrong bank acct)		12/31/19 VOID	1502
20-00709	1	IMPACT FEES-DEC 2019	21,073.02	001-208-0000	G/L		1 1
				Due to Other Governments			
Checking Account Totals			Paid	Void	Amount Paid	Amount Void	
		Checks:	115	7	235,719.44	21,073.02	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	115	7	235,719.44	21,073.02	
002IMPACTFEES							
1575	12/31/19	STJOH020 ST JOHNS COUNTY FINANCE DEPT					1504
20-00709	1	IMPACT FEES-DEC 2019	21,073.02	001-208-0000	G/L		1 1
				Due to Other Governments			

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
002IMPACTFEES							
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>	
		Checks:	1	0	21,073.02	0.00	
		Direct Deposit:	0	0	0.00	0.00	
		Total:	1	0	21,073.02	0.00	
101TDBANKRDBRG							
20563	12/06/19	ADVAP010 ADVANCED AUTO PARTS				12/31/19	1493
20-00472	1	HEAD LIGHT REPL VEH #64/67/62	47.56	101-4100-541-4630	Expenditure		29 1
				ROADS & BRIDGES			
20564	12/06/19	BUGOU010 BUG OUT				12/31/19	1493
20-00363	1	LAWN SERVICE	97.00	101-4100-541-3400	Expenditure		1 1
				ROADS & BRIDGES			
20-00363	2	LAWN SERVICE	43.00	101-4100-541-3400	Expenditure		2 1
				ROADS & BRIDGES			
20-00363	3	LAWN SERVICE	68.00	101-4100-541-3400	Expenditure		3 1
				ROADS & BRIDGES			
20-00363	4	LAWN SERVICE	64.00	101-4100-541-3400	Expenditure		4 1
				ROADS & BRIDGES			
20-00363	5	LAWN SERVICE	35.00	101-4100-541-3400	Expenditure		5 1
				ROADS & BRIDGES			
20-00363	6	LAWN SERVICE	43.00	101-4100-541-3400	Expenditure		6 1
				ROADS & BRIDGES			
			350.00				
20565	12/06/19	CMT00005 CMT				12/31/19	1493
20-00442	1	SAB HMGP PH2 DESIGN-MIZEL WEIR	11,585.00	101-4100-541-6383	Expenditure		26 1
				ROADS & BRIDGES			
20566	12/06/19	FLORI250 FLORIDA POWER & LIGHT COMPANY				12/06/19 VOID	0
20567	12/06/19	FLORI250 FLORIDA POWER & LIGHT COMPANY				12/31/19	1493
20-00438	1	ELECTRICITY	404.42	101-4100-541-4310	Expenditure		11 1
				ROADS & BRIDGES			
20-00438	2	ELECTRICITY	25.48	101-4100-541-4310	Expenditure		12 1
				ROADS & BRIDGES			
20-00438	3	ELECTRICITY	10.81	101-4100-541-4310	Expenditure		13 1
				ROADS & BRIDGES			
20-00438	4	ELECTRICITY	87.41	101-4100-541-4310	Expenditure		14 1
				ROADS & BRIDGES			
20-00438	5	ELECTRICITY	48.06	101-4100-541-4310	Expenditure		15 1
				ROADS & BRIDGES			
20-00441	1	ELECTRICITY	68.66	101-4100-541-4310	Expenditure		16 1
				ROADS & BRIDGES			
20-00441	2	ELECTRICITY	11.46	101-4100-541-4310	Expenditure		17 1
				ROADS & BRIDGES			
20-00441	3	ELECTRICITY	589.84	101-4100-541-4310	Expenditure		18 1
				ROADS & BRIDGES			
20-00441	4	ELECTRICITY	13.91	101-4100-541-4310	Expenditure		19 1
				ROADS & BRIDGES			
20-00441	5	ELECTRICITY	96.22	101-4100-541-4310	Expenditure		20 1
				ROADS & BRIDGES			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
101TDBANKRDBRG		Continued					
20567	FLORIDA POWER & LIGHT COMPANY	Continued					
20-00441	6	ELECTRICITY	74.35	101-4100-541-4310 ROADS & BRIDGES	Expenditure		21 1
20-00441	7	ELECTRICITY	44.72	101-4100-541-4310 ROADS & BRIDGES	Expenditure		22 1
20-00441	8	ELECTRICITY	25.20	101-4100-541-4310 ROADS & BRIDGES	Expenditure		23 1
20-00441	9	ELECTRICITY-STREET LIGHTING	93.10	101-4100-541-5320 ROADS & BRIDGES	Expenditure		24 1
20-00441	10	ELECTRICITY-STREET LIGHTING	4,267.47	101-4100-541-5320 ROADS & BRIDGES	Expenditure		25 1
			<u>5,861.11</u>				
20568	12/06/19	FUTCH010 FUTCH'S TRACTOR DEPOT				12/31/19	1493
20-00473	1	PARTS TO SERVICE TRACTOR	120.60	101-4100-541-4620 ROADS & BRIDGES	Expenditure		30 1
20569	12/06/19	HAGAN020 HAGAN ACE MANAGEMENT CORP				12/31/19	1493
20-00395	1	CHRISTMAS LIGHTS	15.96	101-4100-541-5310 ROADS & BRIDGES	Expenditure		7 1
20570	12/06/19	HEATH010 HEATH ELECTRIC				12/31/19	1493
20-00448	1	REPAIRS TO POND 5	1,166.64	101-4100-541-5310 ROADS & BRIDGES	Expenditure		27 1
20-00474	1	PIER PANEL FOR HOLIDAY LIGHTS	423.59	101-4100-541-5310 ROADS & BRIDGES	Expenditure		31 1
			<u>1,590.23</u>				
20571	12/06/19	HOMED010 HOME DEPOT				12/06/19 VOID	0
20572	12/06/19	HOMED010 HOME DEPOT				12/31/19	1493
20-00396	1	7-11 CORNER-BALED PINE STRAW	58.65	101-4100-541-5270 ROADS & BRIDGES	Expenditure		8 1
20-00397	1	CHRISTMAS LIGHTS	39.40	101-4100-541-5310 ROADS & BRIDGES	Expenditure		9 1
20-00464	1	SUPPLIES FOR ASH CANS	125.66	101-4100-541-5310 ROADS & BRIDGES	Expenditure		28 1
20-00476	1	STORM PIPE REPL-WILLOW DR	36.33	101-4100-541-5310 ROADS & BRIDGES	Expenditure		33 1
20-00477	1	PVC SAFETY FLAG HOLDERS	52.92	101-4100-541-5310 ROADS & BRIDGES	Expenditure		34 1
20-00478	1	CARGO RATCHET TIE-DOWNS	16.97	101-4100-541-5290 ROADS & BRIDGES	Expenditure		35 1
20-00479	1	STORM PIPE REPL SUPPLY-WILLOW	35.10	101-4100-541-5310 ROADS & BRIDGES	Expenditure		36 1
20-00480	1	STORM PIPE REPL SUPPLY-WILLOW	45.17	101-4100-541-5310 ROADS & BRIDGES	Expenditure		37 1
			<u>410.20</u>				
20573	12/06/19	NUTRI005 NUTRIEN AG SOLUTIONS INC				12/31/19	1493
20-00475	1	RYE SEED-CITY HALL & R.O.W.	135.00	101-4100-541-5310 ROADS & BRIDGES	Expenditure		32 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
101	TDBANKRDBRG			Continued					
20574	12/06/19	STRAT010 STRATE WELDING SUPPLY CO INC				12/31/19	1493		
20-00408	1	ACETYLENE FOR CUTTING TORCH	122.60	101-4100-541-5290	Expenditure		10	1	
				ROADS & BRIDGES					
20575	12/20/19	BUILD015 BUILDERS STAINLESS.COM					1495		
20-00553	1	MISC SUPPLIES FOR CIG CANS	29.50	101-4100-541-5310	Expenditure		8	1	
				ROADS & BRIDGES					
20-00554	1	MISC SUPPLIES FOR CIG CANS	39.94	101-4100-541-5310	Expenditure		9	1	
				ROADS & BRIDGES					
20-00602	1	HARDWARE FOR CIGARETTE CANS	15.93	101-4100-541-5310	Expenditure		17	1	
				ROADS & BRIDGES					
			85.37						
20576	12/20/19	CEDST005 CED-ST AUGUSTINE				12/31/19	1495		
20-00555	1	SUPPLIES TO REPAIR ELEC SYSTEM	670.62	101-4100-541-6361	Expenditure		10	1	
				ROADS & BRIDGES					
20577	12/20/19	HAGAN020 HAGAN ACE MANAGEMENT CORP				12/31/19	1495		
20-00549	1	MISC SUPPLIES FOR CIG CANS	35.56	101-4100-541-5310	Expenditure		2	1	
				ROADS & BRIDGES					
20-00549	2	MISC SUPPLIES FOR CIG CANS	33.98	101-4100-541-5310	Expenditure		3	1	
				ROADS & BRIDGES					
20-00549	3	MISC SUPPLIES FOR CIG CANS	19.67	101-4100-541-5310	Expenditure		4	1	
				ROADS & BRIDGES					
20-00550	1	DRAINAGE SUPPLIES-WILLOW DR	43.08	101-4100-541-5310	Expenditure		5	1	
				ROADS & BRIDGES					
20-00550	2	DRAINAGE SUPPLIES-WILLOW DR	44.28	101-4100-541-5310	Expenditure		6	1	
				ROADS & BRIDGES					
20-00552	1	REPAIR TO IRRIGATION SYSTEM	4.47	101-4100-541-5270	Expenditure		7	1	
				ROADS & BRIDGES					
20-00603	1	LAKESIDE IRRIGATION REPAIR	5.97	101-4100-541-5270	Expenditure		18	1	
				ROADS & BRIDGES					
			32.89						
20578	12/20/19	HOMED010 HOME DEPOT				12/31/19	1495		
20-00556	1	SUPPLIES-STRIPE ROAD-SEAGROVE	52.67	101-4100-541-5310	Expenditure		11	1	
				ROADS & BRIDGES					
20-00604	1	WOOD FOR CIGARETTE CANS	13.96	101-4100-541-5310	Expenditure		19	1	
				ROADS & BRIDGES					
			66.63						
20579	12/20/19	NORTH010 NORTH FLORIDA IRRIGATION EQUIP				12/31/19	1495		
20-00557	1	SUPPLIES TO REP IRRIG SYSTEM	170.80	101-4100-541-5270	Expenditure		12	1	
				ROADS & BRIDGES					
20580	12/20/19	SRM00005 SRM				12/31/19	1495		
20-00558	1	SHELL ROCK-WILLOW DR ROAD REP	49.92	101-4100-541-5310	Expenditure		13	1	
				ROADS & BRIDGES					
20-00559	1	SHELL ROCK-WILLOW DR ROAD REP	52.92	101-4100-541-5310	Expenditure		14	1	
				ROADS & BRIDGES					
			102.84						

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
101TDBANKRDBRG							
Continued							
20581	12/20/19	STRAT010 STRATE WELDING SUPPLY CO INC				12/31/19	1495
20-00560	1	MISC OPERATING SUPPLY	33.95	101-4100-541-5290	Expenditure		15 1
				ROADS & BRIDGES			
20582	12/20/19	TAYLO020 TAYLOR RENTAL				12/31/19	1495
20-00561	1	COMPACTOR RENTAL-WILLOW-RD REP	79.00	101-4100-541-5310	Expenditure		16 1
				ROADS & BRIDGES			
20583	12/20/19	THELA020 THE LAKE DOCTORS				12/31/19	1495
20-00508	1	WATER MANAGEMENT SERVICE	595.00	101-4100-541-3400	Expenditure		1 1
				ROADS & BRIDGES			
20584	12/20/19	WILSO010 WILSON MACHINE & WELDING WORKS				12/31/19	1495
20-00605	1	PWD VEH #56 BACK BED REPAIR	366.00	101-4100-541-4630	Expenditure		20 1
				ROADS & BRIDGES			
Checking Account Totals							
		<u>Paid</u>	<u>void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	20	2	22,441.36	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	20	2	22,441.36	0.00		
Report Totals							
		<u>Paid</u>	<u>void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	136	9	279,233.82	21,073.02		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	136	9	279,233.82	21,073.02		

Totals by Year-Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	0-001	184,795.50	160.00	71,836.96	256,792.46
ROAD & BRIDGE FUND	0-101	22,441.36	0.00	0.00	22,441.36
Total of All Funds:		<u>207,236.86</u>	<u>160.00</u>	<u>71,836.96</u>	<u>279,233.82</u>

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	184,795.50	160.00	71,836.96	256,792.46
ROAD & BRIDGE FUND	101	22,441.36	0.00	0.00	22,441.36
Total of All Funds:		207,236.86	160.00	71,836.96	279,233.82

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	0-001	184,795.50	0.00	0.00	0.00	184,795.50
ROAD & BRIDGE FUND	0-101	22,441.36	0.00	0.00	0.00	22,441.36
Total of All Funds:		<u>207,236.86</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>207,236.86</u>

PENDING ACTIVITIES AND PROJECTS

Revised January 23, 2020

1. **PERFORMANCE REVIEW OF POLICE CHIEF AND THE CITY MANAGER.** The reviews were discussed by the Commission at its January 14, 2020, continuation meeting. The Commission directed that that it be reminded in October 2020 to begin the reviews for the calendar year, with the reviews to be discussed at the Commission's December 7, 2020 meeting.
2. **LAND DEVELOPMENT REGULATIONS.** There are two ordinances on the agenda for the Commission's February 3rd meeting: a) a public hearing and second reading to adopt changes to the regulations; b) a proposed ordinance for dune protection. The Building Official will propose at the Commission's March 2nd meeting regulations concerning mixed use districts along A1A Beach Boulevard.
3. **COUNTY PIER PARK.** Mayor George by letter asked the former County Administrator to keep the City informed of plans to renovate the park. In early October 2019, Mr. Wanchick in an email listed four Parks and Recreation Department projects: Fiscal Year 2019 impact fees to be used for Pier Shop expansion; deferred maintenance will be done on pier structural/maintenance improvements, including replacement of three beams and wood components; the tennis courts at Ron Parker Park will be replaced; and there'll be routine maintenance on access points to the beach. In early January 2020, the County Beach Services Division provided this update:
 - a. Pier shop expansion: As of January 2020, drawings from Engineer about complete. The County Commission will have to approve funding for the project. Renovations are to include new floors and fixtures, and new paint. There is no firm timeline for this project.
 - b. Improvements to the pier: At its July 16, 2019, meeting, the County Commission awarded the bid for the improvements to Yelton Construction Company for \$780,000. The pier has been closed and the renovations were started in January 2020.
 - c. Pier parking lot has been restriped.
 - d. Replacing Ron Parker Park tennis courts: This project has been completed.
 - e. Routine maintenance at beach access points: Maintenance has been done at 1st, 2nd, 7th, D, and F streets. The County is working with the Florida Department of Environmental Protection on what can be permitted to repair the retaining wall at the Pope Road access. What can be done will be subject to budget considerations based on the complexity of the repair. At the A Street access, the County is reviewing how to provide better and safer pedestrian access. Request for bids will be advertised for replacement of the 9th Street beach access walkover.
4. **UPDATING STRATEGIC PLAN.** The plan was adopted in the spring of 2015. At its January 6, 2018, meeting, the City Commission discussed whether to hire a facilitator to help update the plan. The Commission decided to delay the updating until it had adopted the changes to the Land Development Regulations. As its January 7, 2019, meeting, the City Commission decided to do the update itself with the City staff. The Commission agreed with the City Manager's suggestions for items in the plan and asked him to include in it parking infrastructure. The Commission discussed the topic at its June 10th

meeting. The City Manager asked the Planning Board and the Sustainability and Environmental Planning Advisory Committee for their suggestions for strategic plan goals. What they provided were reviewed by the City Commission at its August 5th meeting. The Commission decided to have a mission statement first, which will be the foundation for the plan's goals. Possible wording for the statement was discussed by the Commission's September 10th continuation meeting. The City Manager has prepared a Mission Statement, a Vision Statement, a Values Statement and a list of goals and the tasks each. The Commission reviewed the plan and provided comments at its January 14th continuation meeting. The City Manager is to make some revisions and bring the plan back at a future meeting.

5. **PARKING PLAN.** An outcome of the City Commission's joint meeting on March 19, 2018, with the Comprehensive and Zoning Board is the exploration of a pay-by-phone parking system. Mayor George informed the Commission of Gainesville's use of the technology. The Commission discussed Gainesville's system at its April 2nd meeting, and directed the City staff to prepare and advertise a Request for Proposals for a pay-by-phone system. Six proposals were received by the April 20th deadline. The City staff reviewed them and met with St. Augustine's parking enforcement staff, as that city is interested in having a similar system and has been exploring the matter longer than our City has. Initially, the City Commission said it favored both cities having the same system St. Augustine is adopting, which is a system offered by a company called Passport Labs. With that system, a person uses a smart phone app to pay to park. However, at a special meeting on January 8, 2019, the Commission learned that St. Johns County planned to advertise for paid parking proposals in January with the possible implementation of paid parking at the pier and other County beach parking lots in April 2019. The City Commission decided to change direction and adopt the same paid parking system that the County adopts. The Commission believes this would be less confusing for residents and visitors.

In the meantime, the City Commission has adopted an ordinance to raise the fine for illegal parking from \$20 to \$75, to set the fine for illegal parking in a handicapped space at \$250, and to authorize the City Manager to put parking regulation signs on City streets. The Commission considered adopting regulations for a residential parking permit plan but decided on a trial basis to have Resident Only signs posted on 13th and 14th Streets west of the Boulevard, where the residents have requested the signs.

The Commission held a special meeting on January 8th for public comment on the proposal to have paid parking. Nearly all the persons who spoke were not in favor of the proposal.

At the Commission's February 4th meeting, there were two parking-related topics. One was an ordinance on final reading to allow for the establishment of parking meter zones; the second was to be a discussion of residential parking permits. The Commission decided to delay action on both topics and to hold a special meeting on Tuesday, March 5th, with residents to discuss the residents' proposed solutions for how to protect residential neighborhoods from parking by beach visitors. At the Commission's April 1st meeting, the Commission decided to hold a special meeting on April 29th, to discuss the parking management plan submitted by the County, and to pass on first reading the ordinance to establish the resident only parking system and ordinance to adopt changes to the City's parking regulations.

At the County Commission's April 2nd meeting, by majority vote it authorized the County staff to enter into negotiations with Republic Parking for a parking management plan with proposed parking fees of \$5 a day and \$50 for the year. On April 15th, Commissioner Samora, the City's Chief Financial Officer, Ms. Melissa Burns, and the City Manager met with the County Administrator, Mr. Michael Wanchick, and the County's Director of the Office of Management and Budget, Mr. Jesse Dunn, to discuss how the City could be involved in the negotiations with Republic so that both the City and the County would have one parking management plan. The City Manager later sent the locations and numbers of public parking spaces that could be included in the Republic plan. The City's total number of possible paid parking spaces is 152. The City Manager in a subsequent email reminded Mr. Dunn to include City staff in the negotiations with Republic. However, as that meeting wasn't arranged, the Manager contacted Republic for a meeting with City staff. In April, Mr. Dunne informed the Manager that the County likely would implement its paid parking plan in March 2020.

In the meantime, the City Commission at its April 29, 2019, reviewed a proposed ordinance to establish a residential parking permit system, made changes to the ordinance and asked the City Attorney to have a final draft for the June 10th regular meeting. The ordinance and one to amend the parking regulations in Chapter 19 of the City Code were adopted on final reading at that meeting.

Also, at the April 29th meeting, the Commission discussed the possibility of leasing the vacant property between 4th and 5th Streets on the west side of the Boulevard, south of the Marriott Hotel. It is owned by the company that owns the Marriott. The owner proposed a 3 or 5-year lease with the City paying yearly the property taxes on the six lots that would be used for parking. The taxes currently are over \$13,410. It would cost about \$100,000 to make the property suitable for 104 parking spaces. The Commission made no decision concerning the lease.

The County Commission at its November 19, 2019, regular meeting decided not to adopt a parking management plan and the hourly fee. The City Commission will resume discussion of paid parking in the City sometime in 2020.

6. JOINT MEETINGS:

- a. With the County Commission. No date has yet been proposed by either Commission for a joint meeting.
- b. With the City's Comprehensive Planning and Zoning Board. At the City Commission's January 14th continuation meeting, Mayor England suggested a joint meeting of the Commission and the Planning Board. The Planning Board at its January 21st meeting suggested that the meeting be held on Monday, February 10, 2020, starting at 6:00 p.m. The joint meeting has been scheduled for that date and time.

7. STATE-MANDATED COMPREHENSIVE PLAN EVALUATION AND APPRAISAL REPORT. At its January 6, 2018, Commission meeting, the City Manager explained the report that is mandated for cities and counties every seven years, and whether it can be done by a consultant or a staff planner. The Commission agreed to have a request for proposals prepared for planning services with a provision in it requiring full disclosure of any actual or potential conflicts of interest or any appearance thereof. The City advertised for proposals. One was received, but the amount of money requested was so far

above what the City could afford that the City Manager sought proposals from other sources. Two firms replied. At its May 7th meeting, the Commission approved the hiring of Fleet and Associates to do the report. The consultant held a public meeting on the Comprehensive Plan on Tuesday, June 26, 2018, at 6:00 p.m. Three citizens and one Commissioner attended. The consultant met with the Comprehensive Planning and Zoning Board at its July 17th meeting, and provided the results of the two meetings to the City Commission at its August 6th meeting. The Commission met with the planning consultants, Fleet and Associates, plus members of the Planning and Tree Boards at a workshop on October 17th to review Ms. Fleet's changes to the policies in the current Comprehensive Plan. At its November 13th meeting, the Commission decided not to hold a special meeting in late November to review the draft of the plan. At its December 17th special meeting, the Commission decided to hold a special meeting on January 8, 2019, to review with the planning consultant the proposed changes to the Comprehensive Plan. On January 8th, Ms. Fleet went through the proposed changes with the Commission. Public comment was provided as well. The Planning Board reviewed the proposed changes at its February 19th meeting and decided to continue a review of the changes at the Board's March 19th meeting. However, at the request of the Board's Chair, Mrs. Jane West, and the planning consultant, Ms. Janis Fleet, the Board's review of the changes has been postponed to its April 16th meeting. At that meeting, the Planning Board approved the submission to the Commission of the changes proposed by its members. The Commission reviewed those changes at its June 10th meeting and continued the review for a special meeting on Tuesday, July 2nd. At that meeting, the Commission made some changes to the Plan and approved the consultant submitting it to the Florida Department of Economic Opportunity and other agencies for review. In early August, the DOE informed Ms. Fleet by letter that the Department had received the City's submission package and that the package was complete. The Department did its review of the City's proposed amendments and sent a report to the City in early October. The Department's one objection concerned the City's need to adopt updated policies concerning sea level rise and coastal flooding. Ms. Fleet met with City staff members in October to discuss proposed policies. She presented an ordinance to the City Commission at its December 2, 2019, meeting. After discussing the Department's objection, the Commission passed the ordinance on first reading. Its second public hearing was at the Commission's January 6th meeting, when the ordinance was approved on final reading. The ordinance and supporting information were sent to the Florida Department of Economic Opportunity for a final review.

8. **UPDATING PERSONNEL MANUAL.** The City Clerk and Chief Financial Officer, before she left, reviewed the Manual for possible changes. Other department heads have done their review. Several changes will be presented to the Commission at its February 3rd meeting. These are: a) providing one-and-a-half additional paid holidays for the employees; b) determining that for the calculation of overtime, vacation leave cannot be included as "hours worked"; c) policies for providing compensation to the employees during emergencies.
9. **NEW REVENUE SOURCES: A. NON-AD VALOREM ASSESSMENT FOR COLLECTION OF HOUSEHOLD WASTE, RECYCLING AND YARD TRASH.** For several years, the City has levied a yearly assessment of \$74 per residence that is on the property tax bill residents receive each November. The \$74 pays the costs to disposal of household wastes, etc. The proposed additional assessment will pay the costs to collect the wastes. The Commission at its June 17th meeting discussed the proposal and asked for

more information. At its August 5th meeting, the City Commission postponed the topic to the September 9th meeting. By majority vote it authorized the City Manager to do the next step in the process, which is to contact the Tax Collector for the date or dates when the public hearing must be held on a resolution to adopt the assessment. At its October 7th meeting, the Commission approved continuing the steps to implement the non-ad valorem assessment in 2020 and agreed to continue the discussion to its November 4th meeting of changes to the commercial solid waste service fees. The Commission had length discussion at that meeting as well as the continuation meeting on November 6th without any decisions being reached. At its December 3rd continuation meeting, the Commission by a 3-2 vote approved a resolution to inform the Tax Collector of the City's intent to levy the non-ad valorem assessment for the collection of solid waste later in 2020. The signed resolution was sent to the Tax Collector, the Property Appraiser, and the Florida Department of Revenue. At its January 6th meeting, the Commission reviewed and approved a proposal for increased fees for businesses and transient rentals from the Public Works Director. A resolution to adopt the fees is scheduled for the Commission's March 2nd meeting.

10. STREETLIGHTS ALONG STATE ROAD A1A. The City's Public Works Director, Bill Tredik, has taken the lead on this project. He is working with Florida and Light and the Florida Department of Transportation to have lights put at seven locations between the city hall and Madrid Street, opposite the entrance to the Marsh Creek subdivision. DOT has approved the lights. At its January 13th continuation meeting, the Commission approved the agreement with FPL to have new lights erected.
11. STREETLIGHT FOR ENTRANCE TO BEACH ACCESS WALKWAY. A resident has requested that a light be put at the entrance on A1A Beach Boulevard. On January 29th, City personnel met with representatives from Florida Power and Light. The company will change the lighting as part of the conversion of the Boulevard streetlighting to LED lights.
12. LED STREETLIGHTS. FPL representatives presented a proposal to the Commission at its June 10th meeting to change the lights throughout the City to LED lights. The Commission decided it needed more information from FPL. Chief Hardwick has worked with FPL on a complete review of the lighting along the Boulevard. As its January 13th continuation meeting, the Commission approved the agreement for lighting changes subject to the following conditions: 1) to verify that the City must pay for the additional lights along the Boulevard; 2) that the City Attorney review the interlocal agreement with the County and the state; 3) that the Public Works Director and Police Chief review FPL's recommendations and be judicious about the number of lights along the Boulevard and hold off on changing any lights that might be converted to LEDs soon. The agreement with FPL for the conversion will be on the agenda for the Commission's March 2nd meeting.
13. CITIZEN SURVEY. The results of the survey are due by March 25, 2020.
14. CITY ATTORNEY SEARCH. City Attorney James Wilson announced his intention to resign at the Commission's April 1, 2019, meeting. At its April 29th special meeting, the Commission reviewed a draft of a Request for Proposals, made some changes to it, and provided suggestions to the City staff where to advertise the RFP. Deadline for responses to the RFP was Friday, May 31, 2019, at 4 p.m. The City received two applications, one from Cape Coral on Florida's southwest coast, the other from Gainesville. At its June 17th special meeting, the Commission discussed the proposals but selected

neither one. Mr. James Wilson of the Coquina Law Group provided a proposal for the Commission to review at its July 1st meeting. The Commission agreed to have the Coquina Law Group continue to provide legal services for two to three months and increase the monthly retainer from \$3,000 to \$6,000. In October, the City staff prepared a Request for Proposals and advertised the Request.

As of the November 8th deadline, 10 firms had submitted a proposal. At its December 3rd continuation meeting, the Commission modified the standards in the Request for Proposals, setting the maximum monthly retainer at \$6,000, and the fee for extra-legal work at \$175 an hour, and that the City wouldn't pay the costs for travel, copying, postage and paralegal legal services. The City Manager was directed to send the new standards to the 10 firms. The deadline for their responses was Friday, December 20, 2019. As of that date, five firms submitted a response, which were reviewed by the Commission at its January 6, 2020, meeting. The Commission interviewed the five firms at a special meeting on Monday, January 13th and at its continuation meeting on January 14th selected the firm of Paul, Elkind, Branz & Paul of DeLand. The current City Attorney, James Wilson, has drafted a contract, to which the law firm has made several proposed changes. The Commission will review the contract at its February 3rd meeting.

15. GRANTS. The Public Works Director has prepared and or will prepare applications for grants from the following agencies:

- a. Florida Recreation Development Assistance Program, \$106,500, for restrooms at Ocean Hammock Park. City match would be \$35,500. Total project cost: \$142,000
- b. Coastal Partnership Initiative: \$25,000, to fund planning for other improvements to Ocean Hammock Park: picnic pavilion, observation platform, playscape for children, more trails. City match would be \$25,000. Total project cost: \$50,000
- c. Florida Resilient Coastlines Programs: to do a Vulnerability Assessment and Adaptability Plan. Total amount requested \$72,000. No match required. This will involve updating the City's stormwater model, identifying vulnerabilities and recommending options for inclusion in a future Public Works Capital Improvements Plan.
- d. Land and Water Conversation Fund: improvements to Ocean Hammock Park.
- e. St. Johns River Water Management District Cost Share Program: to provide funds for the new weir at the City's Mizell Road retention pond.

16. REQUEST TO COUNTY LEGISLATION DELEGATION TO SUPPORT REQUEST FOR AN APPROPRIATION.

There is a possibility of the City obtaining an appropriation in the state's Fiscal Year 2021 budget for a project. The County's Legislative Delegation met on November 22nd. As that meeting, the City's Public Works Director requested an appropriation from the state of \$505,000, which would pay the City's share of the cost to build the new weir. During January, Commissioner Rumrell obtained an application form from Senator Travis Hutson's office. The Public Works Director filled out the form quickly and submitted it to the Senator's staff.

17. REQUEST TO ST. AUGUSTINE PORT, WATERWAY, AND BEACH COMMISSION FOR FUNDING FOR PROJECTS. The Public Works Director presented a list of projects to the Commission at its November

19th meeting. The Commission said one, the 5th Street dune walkover, might be eligible with the City paying part of the costs. The Director will return to the Commission in two or three months with more detailed cost estimates.

18. REQUEST FOR FUNDING FROM TOURIST DEVELOPMENT COUNCIL FOR BEACH-RELATED PROJECTS. The City Manager has asked the TDC Executive Director for the procedure for applying for TDC funding in Fiscal Year 2021 for beach-related projects, such as dune walkovers. The Public Works Director will prepare a proposal for the TDC's February or March meeting.
19. VIDEOING PORT COMMISSION MEETINGS. At its November 19th meeting, the Port Commission approved paying the City to video the Port Commission's monthly meetings. The City's IT staff updated the cost estimate it provided earlier this year and presented it to the Port Commission at its December 17th meeting. The Port Commission held off deciding whether to accept the proposal until the City Commission reviewed it. At the Commission's January 13th continuation meeting, Mr. Anthony Johns, the City's IT Manager provided a report about the difficulties of the City doing the videoing. The Commission directed that the IT Manager and the City Manager inform the Port Commission that it would need to meet and sign the management control agreement with the Police Department, and would have to be aware that the staff doing the videoing might have to cease doing such if the staff were called to an emergency at the Police Department. Also, the Port Commission would have to pay for City staff time and overtime. The City Commission suggested the Port Commission schedule its monthly meeting at a different time and date. The Port Commission usually meets the third Tuesday of each month at 3:00 p.m.
20. NON-CONFORMING BUSINESS SIGNS. The City's sign code has a height limit of 12 feet for business signs. A number of businesses have signs that exceed that height. According to the code, these signs must be made conforming by August 2023. The Building Official and his staff will notify the businesses of this requirement and will work with them to bring these signs into conformity.
21. ORDINANCE CONCERNING E-SCOOTERS AND E-BICYCLES. The City Attorney prepared an ordinance to prohibit the riding of these mobility devices on sidewalks and other regulations. The Commission reviewed the ordinance at its January 14th meeting, made some amendments to it and passed the ordinance on first reading. The ordinance will have a public hearing and final reading at the Commission's February 3rd meeting.