



AGENDA

REGULAR CITY COMMISSION MEETING

MONDAY, MARCH 1, 2021 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 FEBRUARY 1, 2021 AND THE CONTINUATION OF REGULAR COMMISSION MEETING ON FEBRUARY 8, 2021**
- V. **ADDITIONS OR DELETIONS OF THE AGENDA**
- VI. **CHANGES TO THE ORDER OF TOPICS ON THE AGENDA**
- VII. **PRESENTATIONS**
 - A. Sons of American Revolution 2021 Law Enforcement Commendation Award to Officer Dominic Giannotta
- X. **PUBLIC COMMENTS**
- XI. **COMMISSIONER COMMENTS**

XII. PUBLIC HEARINGS

1. Ordinance 21-01, First Public Hearing and Second Reading, to Amend the Land Development Regulations to Allow Mobile Food Sales in the City (Presenter: Brian Law, Building Official)
2. Ordinance 21-02, First Public Hearing and Second Reading, to Amend the Comprehensive Plan to Adopt by Reference the School Board's Five-year District Facilities Workplan (Presenter: Brian Law, Building Official)
3. Ordinance 21-03, Second Public Hearing and Final Reading, to Vacate the Alley between 13th and 14th Streets, West of A1A Beach Boulevard (Presenter: Brian Law, Building Official)

XIII. CONSENT

4. Re-Appointment of Mr. Marshall Schneider and Mr. Kevin Sweeney to Three-Year Term on the Code Enforcement Board
5. Budget Resolutions: 21-04, to Appropriate \$75,207.29 from the Building Department Carryover Funds for Various Improvements

XIV. OLD BUSINESS

6. Ocean Walk Subdivision Drainage Improvements: Approval of Contract with Masters Design Group of St. Augustine for Concept Plan (Presenter: Bill Tredik, Public Works Director)

XV. NEW BUSINESS

7. Financial Assistant: Request to Make Position Full-Time and to Approve Budget Resolution 21-03, to Appropriate Money for Pay and Benefits (Presenter: Patricia Douylliez, Finance Director)
8. Personnel Manual Changes: Resolution 21-05, Regarding Infectious Disease Preparedness; Resolution 21-06, to Amend Sections XI-10 Through XI-18; and Resolution 21-07, to Amend Sections XI-18 Through XI-23 (Presenter: Beverly Raddatz, City Clerk)
9. State Road A1A Right-of-Way Maintenance by City: Request for Approval of Resolution 21-10 to Adopt Agreement with Florida Department of Transportation (Presenter: Bill Tredik, Public Works Director)
10. Swimming Pool Clearance Sheet and Building Permit Fees: Request to Approve Resolution 21-11 to Establish a Flat Fee (Presenter: Brian Law, Building Official)
11. Setbacks for Small Patted Lots: Review of Proposal from Building Official (Presenter: Brian Law, Building Official)
12. Mizell Retention Pond Stormwater Pump Station and Weir Project: Approval of Amendment #35 with Civil Engineering Consultant CMT for Construction, Engineering, Administration and Observation Services (Presenter: Bill Tredik, Public Works Director)

XVI. STAFF COMMENTS

XVII. ADJOURNMENT

NOTICES TO THE PUBLIC

1. **CITY COMMISSION WORKSHOP.** It will be held on Monday, March 8, 2021, at 5:30 p.m. in the Commission meeting room at city hall. Topics on the agenda will include a. restructuring of the Building Department; b. review of Police Department operations and staffing; c. review of City employee salaries and pay ranges; d. succession planning; and e. asset replacement.
2. **SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE (SEPAC).** It will hold its monthly meeting on Wednesday, March 10, 2021, at 6:00 p.m. in the Commission meeting room at city hall.
3. **COMPREHENSIVE PLANNING AND ZONING BOARD.** It will hold its monthly meeting on Tuesday, March 16, 2021, at 6:00 p.m. Topics on the agenda may include a. request to vacate alley between B and C Streets west of A1A Beach Boulevard; and b. request for conditional use permit to construct a house in a commercial land use district at 12 6th Street.
4. **HOLIDAY.** It is Good Friday, April 2, 2021. **CITY OFFICES CLOSED.** Residents scheduled for household waste pickup on Friday will have service on **THURSDAY, April 1st**. There will be no changes to the pickup of yard trash and special waste.

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, FEBRUARY 1, 2021 AT 6:00 P.M.

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

I. CALL TO ORDER

Commissioner England called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor England asked Commissioner Torres to lead the Pledge of Allegiance.

III. ROLL CALL

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

Also present were: City Manager Royle, Assistant City Attorney Taylor, Interim Police Chief Carswell, Police Commander Harrell, City Clerk Raddatz, Finance Director Douylliez, Building Official Law, and Public Works Director Tredik.

IV. APPROVAL OF MINUTES OF REGULAR COMMISSION MEETING ON JANUARY 4, 2021

Mayor England asked the Commission for any discussion on the minutes. Being none, Mayor England asked for a vote to approve the minutes.

Motion: to approve the minutes for January 4, 2021 as written. **Moved by** Vice Mayor Samora, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor England moved on to Item V.

V. ADDITIONS OR DELETIONS OF THE AGENDA

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

Commissioner Rumrell asked to have Item 9 rescheduled to a workshop meeting, so the Commission is not rushed in this meeting.

Mayor England suggested that Items 9 and 10 be moved to after the Staff Comments section to see how much time is left of the meeting to discuss the item or to reschedule.

VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA

Mayor England asked to change Items 9 and 10 to after Staff Comments section.

The Commission agreed to move Items 9 and 10 to after Staff Comments.

Mayor England then moved to Item VII.A.

VII. PRESENTATIONS

- A. Plaque to Ms. Jeanette Smith for 24 Years of Service to the City as a Member of the Beautification Advisory Committee / Tree Board and the Sustainability and Environmental Planning Advisory Committee

Mayor England asked Ms. Smith to come to the podium and then presented her with a plaque for her 24 years of service on the Beautification Advisory Committee / Tree Board and the Sustainability and Environmental Planning Advisory Committee.

Ms. Smith advised that she hoped that she accomplished something in the 24 years of service she has dedicated to the City.

Mayor England commented that she has accomplished a lot through the years and thanked her for all she has done for the community. She then moved on to Item VII.B.

- B. Interview of Ms. Karen Candler, Candidate for the Sustainability and Environmental Planning Advisory Committee

Mayor England asked Ms. Karen Candler to come to the podium for the Commission to ask questions regarding her background.

Ms. Karen Candler advised she grew up visiting St. Augustine and moved back to St. Augustine Beach from Atlanta, Georgia. She stated that she wants to live the rest of her life in this community and would like to contribute to the City of St. Augustine Beach to keep the environment sustainable and beautiful.

Commissioner George asked Ms. Candler how she heard of the position.

Ms. Candler advised from the community and was pleased because she enjoys volunteering.

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

Motion: to approve Ms. Karen Candler to the Sustainability and Environmental Planning Advisory Committee. **Moved by** Mayor England, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Mayor England moved on to Item VIII.

VIII. PUBLIC COMMENTS

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

Tom Reynolds, 50 Brigantine Court, St. Augustine Beach, FL, commented that the trees need to be trimmed before the lights are put up; asked the Commission to send a letter to St. Johns County to get Pope Road resurfaced and widened the road for the busses; wants Tourist Development Council (TDC) to fix the lights on A1A Beach Boulevard; swearing in process should be more elaborate for those who are elected; and thanked Commissioner George for her work on TDC and Vice Mayor Samora taking it over.

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

IX. COMMISSIONER COMMENTS

Mayor England introduced Item IX and asked for Commissioner Torres for his comments.

Commissioner Torres advised that he sent emails to the five St. Johns County Board of County Commissioners to consider a different approach to help the elderly in scheduling the COVID-19 vaccinations. He explained some elderly people do not always have the skills or attitude to be able to use the computer and they find it difficult to schedule appointments by computer. He said that there should be a phone number to call for the elderly to schedule appointments. He encouraged the other City Commissioners to send their thoughts to St. Johns County Board of Commissioners as well. He commented that he attended a webinar for the Florida League of Cities for the 2021 Legislative Session, which discussed sales tax fairness, short-term rentals, discharge of Florida waterways, affordable housing, and annexation. He asked the Commission when there needs to be a continuation meeting, that it would be discussed before the end of the meeting what continuation date would be possible for all the Commissioners. He explained that he manages several districts, and their meetings are advertised several months ahead of their meetings. He asked to also consider the City purchasing portal camera tag readers for the Police Department to facilitate public safety in this budget year or in FY 21-22.

Mayor England advised that portal tag readers and cameras will be discussed in the FY 21-22 budget workshops.

Commissioner George recalled that there was going to be an opportunity to acquire bulk purchase of the tag readers and cameras through the Sheriff's Office, and asked Police Chief Carswell to follow up on that.

Police Chief Carswell advised that he did speak to the Sheriff today and advised that there are some on the island, but not in our City limits. He commented that he would follow up with Sheriff Hardwick.

Commissioner George advised that the City has an interlocal agreement with the Sheriff's Office so staff and equipment could be utilized. She explained that all the Commissioners previously agreed to have the continuation meeting on Tuesday following the Regular Commission meeting at 6:00 p.m.; however, it should be discussed again now that there is a new Commissioner.

Mayor England advised that the Commission would check on schedules before calling or continuing a meeting.

Commissioner Rumrell explained that he joined the Visitor and Convention Bureau (VCB) last week and is learning a lot about all types of businesses. He commented that reports showed that St. Johns County was best of the worst regarding revenues and heads on beds than the rest of the State of Florida. He explained that the room rates and occupancies were higher in St. Johns County than other parts of the state. Last year, some businesses beat 2019 numbers. He enjoyed being the Liaison for the VCB and if there are any reports that need to go to them, he would be happy to do so.

Mayor England asked if the City's occupancy rates and contributions could be segregated from the other numbers.

Commissioner Rumrell advised that Embassy Suites had a higher occupancy rate than Casa Monica Resort last year.

Commissioner George advised that VCB will provide the report via zip code, but 32080 is not all within the City limits. She explained that the hotels do not want to give their own occupancies because of competitive reasons. She commented that that is why we have not gotten them before.

Commissioner Rumrell explained that short-term rentals have done better than hotel occupancies.

Mayor England asked to bring up how much the City contributes often so that the City can benefit.

Vice Mayor Samora asked VCB previously if the City could have a report on the number of short-term rentals within the City. He commented that if the City wanted to hire a firm the occupancy numbers could be done.

Discussion ensued regarding the short-term rental applications requires to show the occupancy rate through the year; the software the City has will not extrapolate the data; and wanting the count of unit numbers and the occupancy rate allowed.

Vice Mayor Samora advised that he had submitted his applicant to the TDC and should be approved by St. Johns County tomorrow.

Commissioner Rumrell advised that Public Works Director Tredik put in an application for Ocean Walk funding through the State of Florida. He advised that he spoke with Representative Cyndi Stevenson and was told that all the funding has been pushed into the House and Senate. He will continue to check on the progress of the funding. He commented that the next legislative session is in March and he would keep the Commission updated on the progress.

Mayor England advised that City Manager Royle and her had a meeting on January 15, 2021 with St. Johns County Assistant Administrator Joy Andrews regarding moving the fire station at Pier Park. She advised that the City needs to put a lot more pressure on St. Johns County to move the fire station and had to start the talks all over again. She explained that the moving of the fire station needs to be done before the old city hall building lease is completed in 2026. She had a phone call with Christina Parrish, Director of the Cultural Council, who would like to do cleanup and landscaping at the old city hall for a short-term project and long-term she is looking at what could be done with the property and updating the building inspection. Ms. Parrish advised that the old city hall could still be allowed now as an historical preservation project. She would update the Commission as she receives more information.

Mayor England moved on to Item 1.

X. PUBLIC HEARINGS

1. Conditional Use Permit to Build a Residence in a Commercial Land Use District at 105 3rd Street (Lot 10, Block 20, Chautauqua Beach Subdivision. Mr. James Whitehouse, Agent for Mr. Bradley Lehan) (Presenter: Brian Law, Building Official)

Mayor England introduced Item 1 and asked Building Official Law for his staff report.

Building Official Law commented that this is conditional use permit to build a single-family residence in a commercial district. He advised that the Comprehensive Planning and Zoning Board recommended unanimously that the one-story structure be allowed with standard medium destiny requirements. He remarked that setbacks would be 10 feet on the sides with 25 feet in the front and rear, lot coverage 35%, with maximum Impervious Surface Ratio (ISR) at 50%. He

asked the Commission to disregard the variance because it does not apply to this hearing. He stated that the variance was denied for a lack of hardship.

Vice Mayor Samora asked if the lot was on the west side.

Building Official Law advised yes and because they want to build a residential home in a commercial district, they are not afforded or have a requirement for a buffer. The property still is commercially zoned.

Vice Mayor Samora asked if there were any conditions from the Comprehensive Planning and Zoning Board.

Building Official Law advised only the standard medium destiny requirements.

Commissioner George asked if the design of the home meets the ISR 35% requirement.

Building Official Law advised that it would be impossible to meet that requirement on a 50 x 93 lot size; however, the 35% ISR is the maximum amount, so they would meet the requirement of 27 ½ %. He explained that the design of the house would have to change to meet the regulations of the setbacks, ISR, and lot coverage.

Mayor England advised that she thought the larger lots had setbacks of 25 feet front and rear and 10 feet sides, but the smaller lots had 20 feet front and rear and 7 ½ feet sides. She asked why this lot has the larger setback on a smaller lot.

Building Official Law advised that on two separate occasions he presented the codes for smaller setbacks for 50 x 93 lots. Last year the Commission changed the setbacks to 20 feet citywide to allow the owners to move the buildings around trees, etc. He recommended to remove the Overlay Districts because they no longer served a purpose, but the Commission asked him to pull the item until a later date. If the Commission wants to move forward with it, then he would do so. He commented that the Comprehensive Planning and Zoning Board recommended approval on the smaller setbacks. He agrees with reducing the setbacks on 50 x 93 lots.

Commissioner Rumrell advised that there are more 50 x 93 platted lots left in the City and long-term it will cause more problems for the City not to change the setbacks.

Building Official Law advised that he would bring this back to the Commission with two options for their decision on approval.

Mayor England asked Mr. Whitehouse to speak on this item.

James Whitehouse, St. Johns Law Group, 104 Sea Grove Main Street, St. Augustine Beach, FL, representative of Mr. Lehan, advised that he would like in the future to use this home as a transient rental and have the conditional use permit run with the land. He explained that the Comprehensive Planning and Zoning Board unanimously approved this application.

Mayor England opened the Public Hearing. Being none, Mayor England closed the Public Hearing and asked for any Commission comments.

Commissioner George commented that the Commission has been trying to preserve the commercial district for commercial use, but she agrees with this lot approval.

Building Official Law researched the lots beside this lot application and found that they are owned by individuals, not commercial entities.

Vice Mayor Samora agreed with Commissioner George on approval of this application.

Mayor England advised that on the Vision Plan the west side of the City the Commission agreed that commercial development was not as crucial as the east side of the City.

Commissioner Rumrell agreed with the frontage of the Boulevard should be commercial and need a transition from the east side of the City and supports the conditional use permit.

Commissioner Torres agrees with a single-family home being built on this lot but opposes a system on transient rentals. He explained that if a home is in a commercial district, the owner does not have to be on a waiting list and can receive a transient rental business tax receipt immediately where others that have been waiting still have to wait for their transient rental business tax receipt. He supports the residential aspect of it because it makes sense to build a home on that lot but would rather turn the lot into a residential zone and have them build a house instead of circumventing applying for a transient rental business tax receipt because the owner is in a commercial zone.

Commissioner George asked if Commissioner Torres is saying that there only should be 100 owners on the transient rental list.

Commissioner Torres advised that owners should be on one list for transient units no matter what zoning their property is on and everyone should be on the same list.

Commissioner George advised that some are holding the license and are not using them currently.

Commissioner Torres advised that the City does not receive taxes if the owner is not renting their property as a transient rental.

Commissioner George advised that the owner has a right to not change their zoning for a lot of different reasons.

Commissioner Torres advised that the intent to purchase this property was for a transient rental and no other reason.

Commissioner George agreed. It is allowed. The Commission previously stated by the Vision Plan to have a vibrant commercial Boulevard.

Mayor England advised that the Vision Plan was to reduce the depth of the commercial zoning on the west side of the City, which never happened. She commented to change the zoning designation lot by lot would be spot zoning and the Commission would rather keep it as commercial zoning unless the application is broader. There could be unintended spot zoning.

Building Official Law explained that the list of 100 applications applies to medium density only, but inspection fees and business tax receipts are paid for commercial lots too. It just does not have a cap on commercial properties. There could be legal action if there is spot zoning and could take someone's livelihood away if the zoning were changed. He mentioned that the state could take over Home Rule and then they would be the one to make the decisions.

Mayor England asked Commissioner Torres if the Commission has addressed his concerns.

Commissioner Torres advised yes, but the Commission tends to change the intended purpose of the property, which causes other problems. He advised that the Commission has addressed everything, but he respectfully disagrees with it all. He agrees that the owner should build a house on that lot, but it should be zoned residential. He commented that this will be coming back again in a few months for the properties on E and F Streets.

Commissioner George advised that this is a single lot as opposed to a cluster of lots and this lot is not a single lot that breaks up a cluster of lots. She commented that those are very important differentiating characteristics. She advised that she understands Commissioner Torres' comments.

Discussion ensued regarding that all the undeveloped lots are owned by individual owners and not businesses.

Commissioner Torres commented that he spoke with the Building Department on the 300-foot notices that went out to the homeowners and businesses and was told that none of the owners had any objections, which was reassuring. He did not understand why the owner of this lot wants the conditional use permit to run with the property. He suggested having the new owner go through the process again if the property is sold.

Building Official Law asked Commissioner Torres if he believes that the property is more valuable if they build a transient rental than a single-family home.

Commissioner Torres advised yes.

Building Official Law advised that this was discussed by the Commission previously and no final answer was given by the Commission. He can make the conditional use permit good up to the point where the building permit is applied for but under state law it would be hard to go backwards. Once the permit has been approved and the building is built it would be a waste of government's time to have the new owner come back to the City to reapply for another conditional use permit.

Mayor England explained the building runs with the land instead of the ownership.

Commissioner Torres advised that he understands now.

Discussion ensued regarding possible procedures for the future.

Mayor England asked for a motion.

Motion: to approve the condition use application CU 2021-01. **Moved by** Commissioner George, **Seconded by** Mayor England with incorporating the motion that was approved by the Comprehensive Planning and Zoning Board that it runs with the land.

Commissioner George amended the motion per by Mayor England second.

Mayor England asked City Clerk Raddatz for roll call:

Commissioner Rumrell	Yes
Commissioner Torres	No
Mayor England	Yes
Vice Mayor Samora	Yes
Commissioner George	Yes
Motion passed 4 To 1.	

Mayor England moved on to Item 2.

2. Ordinance 20-15, Second Public Hearing and Final Reading, to Amend the Land Development Regulations Regarding Occupancy Permits, Impervious Surface Coverage, Unsafe Buildings, and Number of Code Enforcement Board Members (Presenter: Brian Law, Building Official)

Mayor England introduced Item 2 and asked Building Official Law for his staff report.

Building Official Law advised there have been no changes since last month.

Mayor England on pages 12 and 13, the table is missing the mixed-use district.

Building Official Law advised that he would include it on pages 12 and 13.

Mayor England opened the Public Hearing. Being none, Mayor England closed the Public Hearing and asked if there were any more Commission discussions. Being none, Mayor England asked City Attorney Taylor to read the preamble.

City Attorney Taylor read the title of the ordinance.

Motion: to approve Ordinance 20-15. **Moved by** Mayor George, **Seconded by** Commissioner Torres. Motion passed unanimously.

Mayor England moved on to Item 3.

XI. CONSENT

3. Budget Resolution 21-01, to Amend the FY 2021 General Fund Budget to Appropriate \$19,000 to the Building Department's Software Account to Purchase an Automated Timekeeping System for City Employees

Mayor England introduced Item 3 and asked if any Commissioner had comments on this item.

Commissioner George asked if this system would be used by all the employees.

Finance Director Douylliez advised that it would be used by all City employees and is interfaced with the current finance software.

Commissioner George asked if this was a critical need.

Finance Director Douylliez advised that it is an important step towards automation, but not necessarily critical. Staff would be able to amend the time sheet if they are sick on the day the timesheet is needed. It will improve efficiency and automates time off, sick leave, vacation, etc. It will give the ability to house the Personnel Manual where the employees can see updates when they are approved.

Commissioner George asked if there were competitive request for proposals.

Finance Director Douylliez advised that this would comply with the finance software so staff would not have to import the information. She explained there would be an annual fee based on the number of employees. She commented that she would be able to do reports.

Building Department Law advised that the Building Department is paying for this software because of overages in the Building Department.

Mayor England asked for a motion.

Motion: to approve Budget Resolution 21-01. **Moved by** Commissioner Rumrell, **Seconded by** Vice Mayor Samora. Motion passed unanimously.

Mayor England moved on to Item 3.

XII. OLD BUSINESS

4. 2nd Street Construction Project: Approval of Contract to Do Design and Engineering and Approval of Budget Resolution 21-02, to Appropriate Money for the Project (Presenter: Bill Tredik, Public Works Director)

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

Public Works Director Tredik handed out Exhibit 1 to the Commission and asked the Commission to confirm if they wanted to move forward on the 2nd Street construction project with CMT. He explained that he is giving two options to the Commission on how they want to proceed. Option 1 is handling 2nd Street project in two parts at a cost of \$57,200 and Option 2 is combining the projects at a cost of \$51,100. He explained that a budget resolution needs to be done as well.

Mayor England asked whether staff has done competitive bids.

Public Works Director Tredik advised that competitive bids are not necessary because CMT is the City's continuing contract engineer. He explained that in the proposal there was a new survey, but he found a previous survey already done.

Mayor England asked why there should be two separate contracts instead of one if there are no competitive bids.

Public Works Director Tredik gave two options because of the timing issues involved with the sidewalks and the widening of the streets and receiving stormwater permits, etc.

Commissioner George asked if both options are the same contract.

Public Works Director Tredik advised that the option combining the projects would cost \$51,100, but they are the same content within the contract for both parts of the project. He would like the flexibility to change the projects in two parts if needed due to timing issues. He would prefer two different projects for flexibility.

Commissioner Torres asked if this funding come from the impact fees.

Public Works Director Tredik advised that is the plan for some of the funding. The area east of 2nd Avenue would not be funded by impact fees.

Vice Mayor Samora agrees with option to combine the projects. He commented he wants to do it as one project and save money where we can. Does not want to disturb the property owners with two separate construction elements at different times.

Mayor England agrees with Vice Mayor Samora. She commented that she did not feel right with a contract that has two different prices. She would prefer to have one set price for one project.

Commissioner Rumrell agreed with approval up to \$51,100 in one contract as 2nd Street project.

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

James Whitehouse, St. Johns Law Group, 104 Sea Grove Main Street, St. Augustine Beach, FL, representing several residents on 2nd Street, thanked City Manager Royle and Public Works Director Tredik and the Commission for moving forward on this project.

Mayor England closed the Public Comments section and asked if there was any further Commission discussion.

Finance Director Douylliez advised that there needs to be a mechanism to track the widening of the street versus the other section that is to be paid by the residents.

Mayor England advised that this is only the agreement with CMT. This is only the duties and obligations of what CMT must accomplish at what cost. The tracking of the cost is separate from this contract.

Public Works Director Tredik has a breakdown from CMT that was not included in the books and will have to be reviewed.

Commissioner George suggested tracking the \$32,000 - \$50,000 as the reimbursement side and allow the City to get the benefit of the savings because the widening project would not have been done unless the 2nd Street project was done.

Public Works Director Tredik agreed and will break it up that way.

Vice Mayor Samora commented that widening the street and adding sidewalks are inconsistent with the rest of the City. He wanted to know why the City would go through the expenses of a sidewalk for one block.

Public Works Director Tredik advised that the City's codes requires that the road must be 22-feet and the curve and gutter is in the design standard. This is needed for drainage on that block. He explained that there are sidewalks in the City, and it was part of the discussion with the residents.

Mayor England advised that when the streets are improved sidewalks should be part of the roadway.

Building Official Law informed the Commission on sidewalk regulations when improving the roadway.

Mayor England made a motion.

Motion: to approve Amendment 34 but deleting the separation of work element A and B using the combined work element on page 7. **Moved by** Mayor England, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Motion: to approve Budget Resolution 21-02. **Moved by** Mayor England, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Mayor England moved on to Item 5.

5. Holiday Season Events Sponsored by City: Review of Art Walks and Night Market and Preliminary Discussion Regarding Beach Blast Off for December 31, 2021 (Presenters: Max Royle, City Manager; Patricia Douylliez, Finance Director; and Melinda Conlon, Communication and Events Coordinator)

Mayor England introduced Item 5 and then asked City Manager Royle for a staff report.

City Manager Royle remarked that he broke this into two parts, first the Night Market and Art Walk and second the New Year's Eve Firework show. He asked Ms. Conlon to give an update on the two events.

Communications and Event Coordinator Conlon explained that Beach Blast Off was cancelled due to COVID-19 but wanted to still support the local businesses and continue with public safety. The Art Walk and the Night Market were partnered with people who have done these types of events before, whom she thanked. Everyone enjoyed the events and staff received all positive comments. Residents wanted more to be done. Businesses and artist had record breaking sales with these events. She is considering another Art Fair and a Luau at the pier in the summer.

Mayor England advised that the art events put the City in position for more grant funding.

Ms. Conlon advised that these events were put together very quickly because Beach Blast Off was cancelled and events will be improved in the future. She commented that on April 14th there will be Arbor Day, May there will be an Art Fair, and June there will be a Luau. She will keep the Commission updated.

Commissioner George asked that the Commission receive a post analysis for each event to see how the money and donations are being spent.

Ms. Conlon advised that the last events were sponsored by experts in the fields and had a low cost for the events.

City Manager Royle advised that staff has met several times regarding the fireworks show because it takes a lot of planning, such as traffic control, light towers, port-o-potties, etc. He advised that over the last 12 years that Beach Blast Off has evolved and has outgrown the space at Pier Park. He suggested having only a firework show, no food vendors, kids' zone, alcohol, etc. He said that there needs to be port-o-potties and light towers. There will be no busses because of the expense and he recently found out that TDC grant funding would not pay for fireworks, only events with arts and culture.

Commissioner George disagreed with TDC. She feels that fireworks are art, and they are a part of American culture for 4th of July or New Year's Eve.

City Manager Royle advised that there is a lot of competition for grant funding and the last grant from the TDC was \$17,000 that the City received. Now it would be a lot less due to COVID-19. He asked the Commission to decide on where to move forward or not. He advised that law enforcement would support the event, but we would have less Public Works Department employees because there would be less setup. He recommended a shorter show, such as 20 minutes.

Commissioner George advised that this should only be a one-year decision because of COVID-19 and the new COVID strains.

Mayor England asked if the City of St. Augustine made their decision on their 4th of July show.

Ms. Conlon advised no. It could be a couple of months before they decide.

Mayor England explained that she has worked with Ms. Conlon regarding maintaining the fireworks show. Mayor England said that it might not be possible this year, but she is not ready to give up yet. She discussed making it a smaller event and advertising would say local fireworks and what changes this year would be. She suggested shuttles being paid for by the pedestrians attending the event by appointment only with limited seats.

Commissioner George advised that the shuttles are a good idea.

Mayor England advised that the City's costs would be \$8,000.

Finance Director Douylliez advised that she believed that it would cost a minimum of \$20,000. She agreed with a rebranding and a smaller event could work. Suggested the name Light Up the Night. Suggested parking at the State Park for a fee. There are safety concerns.

Commissioner George asked if there is a budget for the overtime for Public Works Department and Police Department.

Finance Director Douylliez advised yes; overtime is in the budget. She mentioned that there could be cost to the City for reserving the busses or shuttle.

Commissioner Torres asked what the budget amount was for Beach Blast Off.

Finance Director Douylliez she advised that it would be in the budget for this fiscal year and she would have to know by May whether to include funds or not.

Commissioner Rumrell advised that the pier has been redone and St. Johns County may not allow the City to shoot fireworks off the pier. Suggests that the Commission be prepared that this might not happen. He suggested more events be done instead of one event a year. He supports the event.

Commissioner Torres supports the fireworks show and it has been a tradition for many residents. He explained that many of the residents did not come out to the other events like the Beach Blast Off event. He understood the concerns due to COVID but wants to move forward with the tradition and if it must be at a lesser scale, he understands that. Parking is an issue, but they have Uber and Lyft. He agreed that it is a burden on staff, but if St. Johns County does not allow the City to have the event at Pier Park, then staff will have to find a different location.

Vice Mayor Samora supported the fireworks show and wants to continue the other events as well. He advised that part of the City is to bring things to the community and keep growing and improving. He commented that Beach Blast Off is a tradition and has always improved over the years due to hard work for staff.

Mayor England feels that the event could be made more local and finding a way for this event to happen.

Commissioner George suggested applying for the same grants that the City has applied for in the past even if the funding is not as much. The advertising will have to be done regarding the changes.

Mayor England agreed. She commented that doing arts and cultural events will pay off as well.

Mayor England opened the Public Comments section. Being none, Mayor England closed the Public Comments section and then asked if there were any further Commission discussion.

It was the consensus of the Commission to continue working on the smaller scaled down Beach Blast Off event for now.

Mayor England moved on to Item 6.

6. Ordinance 21-01, First Reading, to Amend the Land Development Regulations to Allow Mobile Food Sales in the City (Presenter: Brian Law, Building Official)

Mayor England introduced Item 6 and asked Building Official Law for his staff report.

Building Official Law advised that the City Attorney has drafted a new ordinance for the Commission's review since there were so many changes at the last Commission meeting.

Mayor England advised that the comments have already been made and asked the Commission for their comments.

Commissioner Torres advised that he is opposed to allowing mobile food trucks to park overnight in the City because they become permanent structures and an eyesore after a while. He would like to limit them to A1A S only because there are a lot of restaurants on A1A Beach Boulevard and pedestrians which would be a distraction.

Mayor England advised that it was discussed at the last meeting to prohibit overnight parking of food trucks if allowed to.

City Attorney Taylor advised that the Commission could amend the ordinance to not allow overnight parking, but he wanted to allow parking for a restaurant food truck (i.e., Oasis) to park on their commercial property if they had a food truck.

Commissioner George asked if the mobile food truck could park if they screen the truck overnight.

Mayor England advised that the City's codes do prohibit trucks in a residential area from parking overnight in the City.

City Attorney Taylor advised for the record that there would not be a reason that the Commission could not prohibit it.

Building Official Law suggested a variance if the restaurant owner would like to park their food truck at their property. There are not a lot of places to park a mobile food truck anyways that are 500 feet from a restaurant. He advised that a location maybe north of Tides Restaurant if they give their permission.

Commissioner George advised that the restrictions may exclude the mobile food trucks from coming into the City anyway. She is in favor of being restrictive as possible but did not want the City to be challenged.

City Attorney Taylor advised that this is a standard that the Florida League of Cities is using, so if we are sued the City would not be alone. He advised if the Commission is concerned, then the Commission could change it to 250 feet or 300 feet from restaurants.

Vice Mayor Samora is concerned having the food truck get permission from a restaurant and then never move the food truck because they have permission. He supports the overnight restriction.

Commissioner Rumrell agreed with Commissioner Torres and Vice Mayor Samora. He asked what if we ignored this completely until someone calls it to the City's attention.

Commissioner George advised that the City should get a head of it and not wait because it is a state mandate, and it could cause more problems.

Commissioner Rumrell agrees with being restrictive.

Building Official Law suggested language on page 8 to say that overnight parking is prohibited.

Commissioner George asked who allows the special events for mobile food trucks.

Building Official Law advised that special events are approved by him. He asked City Attorney Taylor whether on page 9 Section C.1 should be set aside. He asked if the City needs to amend

the table in the codes to permit mobile food vendors in the commercial sector. He explained that there is nothing telling the Building Official to get a conditional use permit or have a mechanism to do so.

City Attorney Taylor advised that the intent would be several mobile food trucks being allowed on one parcel of land. It would have to have bathrooms and follow regulations.

Building Official Law suggested to strike that section and not give them that option and let them ask for a variance.

City Attorney Taylor advised that he would strike that section.

Mayor England opened the Public Hearing. Being none, Mayor England closed the Public Hearing and asked if there were any more Commission discussions. Being none, Mayor England asked City Attorney Taylor to read the preamble.

City Attorney Taylor read the title of the ordinance.

Building Official Law recapped the changes to the ordinance by stating the Commission prohibited overnight parking in public and private areas and in Section L on page 8 and struck through Section C.1 and renumbered C.2 to C.1.

Motion: to approve Ordinance 21-01 with the aforementioned changes. **Moved by** Commissioner George, **Seconded by** Commissioner Rumrell.

Mayor England ask for a roll call vote:

Commissioner Torres	Yes
Commissioner George	Yes
Commissioner Rumrell	Yes
Mayor England	Yes
Vice Mayor Samora	Yes
Motion passed unanimously.	

Mayor England moved on to Item 7.

7. Ordinance 21-02, First Reading, to Amend the Comprehensive Plan to Adopt by Reference the School Board's Five-Year District Facilities Workplan (Presenter: Brian Law, Building Official)

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

Building Official Law advised that this was approved by the Comprehensive Planning and Zoning Board by a unanimous vote.

Mayor England opened the Public Hearing. Being none, Mayor England closed the Public Hearing and asked City Attorney Taylor to read the preamble.

City Attorney Taylor read the title of the ordinance.

Motion: to adopt the School Board's Five-Year Plan. **Moved by** Commissioner Rumrell, **Seconded by** Commissioner Torres. Motion passed unanimously.

Mayor England asked for a roll call vote:

Commissioner George	Yes
Commissioner Rumrell	Yes
Mayor England	Yes
Vice Mayor Samora	Yes
Commissioner Torres	Yes

Motion passed unanimously.

Mayor England asked Finance Director Douylliez to include in the FY 2021-2022 Budget a five-year plan for the old city hall. She then moved on to Item 8.

8. Ordinance 21-03, First Reading, to Vacate the Alley between 13th and 14th Streets, West of A1A Beach Boulevard (Presenter: Brian Law, Building Official)

Mayor England introduced Item 8 and asked Building Official Law for his staff report.

Building Official Law advised to vacate the alleyway. He commented that the City Attorney Taylor drafted the ordinance to be approved. He recommended to attach the GIS imagery so it will be clear what was vacated.

Mayor England advised that last month it was approved with the language to preserve the municipal use and utility easement including but not limited to language. She said that she did not see it in the ordinance.

Building Official Law advised that it is in Section 2 on page 3. He explained that it was consolidated to reserving the entire alleyway to be vacated.

Mayor England advised that she did not think that language would cover the intent.

City Attorney Taylor advised that the language would cover the intent of the drainage easement. The residents would not be allowed to disrupt drainage. He said that he would be happy to put drainage language in the ordinance if needed.

Building Official Law said that this is not a drainage easement.

City Attorney Taylor advised that the residents would police are and if there is a problem it would be brought up in civil court.

Building Official Law advised the utilities that are being used is three electrical poles with three transformers.

Commissioner George asked if the language is broad enough.

Public Works Director Tredik advised that Public Works Department has no use for any other municipal use. He agreed not to obstruct the alleyway with anything so that drainage would continue to flow.

Commissioner George asked if there were any other uses in the City that are reserved in alleyways that Public Works Director Tredik has seen.

Building Official Law advised that alleyways could be used to employ small boats for a drainage pond for cleanup, but this is landlocked.

Mayor England asked what if the City needed to make a swale in the alleyway.

Building Official Law advised that there are three Florida Power and Light poles in the alleyway, but you could consider it a utility swale. He explained that he did not permit those homes but if he did it would be a type A drainage and the water would drain to the streets. He would have sloped the alleyway. The residents would not allow permanent structures in the alleyway.

Mayor England opened the Public Hearing. Being none, Mayor England closed the Public Hearing and asked City Attorney Taylor to read the preamble.

City Attorney Taylor read the title of the ordinance.

Motion: to approve Ordinance 21-03. **Moved by** Mayor England, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Mayor England asked for a roll call:

Mayor England	Yes
Vice Mayor Samora	Yes
Commissioner Torres	Yes
Commissioner George	Yes
Commissioner Rumrell	Yes
Motion passed unanimously.	

Mayor England moved on to Item 9.

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

This item has been continued to February 8, 2021 at 5:30 p.m.

10. Scheduling Workshops: Selection of Topics and Dates/Times (Presenter: Max Royle, City Manager)

This item has been continued to February 8, 2021 at 5:30 p.m.

XIII. NEW BUSINESS

11. Personnel Manual Changes: Resolution 21-06, Regarding Infectious Disease Preparedness; Resolution 21-07, Regarding Incentive Pay; and Resolution 21-08, Regarding Transfers and Categories of Leave (Presenter: Beverly Raddatz, City Clerk)

Mayor England introduced Item 11 and asked City Clerk Raddatz for her staff report.

City Clerk Raddatz presented Resolution 21-06 regarding Infectious Disease Preparedness and explained due to COVID-19 she felt it needed to be included in the Personnel Manual.

After discussion from the Commission, it was the consensus to change the resolution to a broader policy so that it is not about just COVID.

City Clerk Raddatz presented Resolution 21-07 to the Commission regarding Incentive Pay for educational programs.

After discussion, the Commission felt that this should be discussed in March with the salary and benefit comparisons.

City Clerk Raddatz presented Resolution 21-08 regarding Transfers and Categories of Leave.

After discussion, the Commission approved the minor updates for the Personnel Manual.

Mayor England opened the Public Hearing. Being none, Mayor England closed the Public Hearing and asked if there were any more Commission discussions. Being none, Mayor England asked for a motion.

Motion: to approve Resolution 21-08. **Moved by** Vice Mayor Samora, **Seconded by** Commissioner Rumrell. Motion passed unanimously.

Mayor England made a motion to extend the meeting.

Motion: to extend the meeting. **Moved by** Mayor England, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor England moved on to Item 12.

12. Permitting Fees for Driveways within City Right-of-way: Consideration of Resolution 21-09, to Adjust Fee Schedule (Presenter: Brian Law, Building Official)

Mayor England introduced Item 12 and asked Building Official Law for his staff report.

Building Official Law advised that the Planning and Zoning budget has increase this year; however, to try to get more money to offset the costs of the Planning and Zoning Department, Public Works Director Tredik agreed that right-of-way permits should be issued. If the owner builds a structure, they would not have to pay for a right-of-way permit. He advised that he modified the fee schedule to fit the computer software.

Mayor England used the example that if an owner takes out their driveway and puts in pavers, then they would have to get a permit.

Building Official Law advised that the definition of a driveway could be considered a deck. He explained the permitting process.

Commissioner George asked what education will be done so the public knows about this.

Building Official Law advised there will be a media release on the webpage, media page, and post it in all public buildings along with the application. He recommended three months before any fines posted. He advised that the Public Works Department will be implementing this so they could assess what is needed if there is a drainage issue.

Commissioner George ask if the driveway is over 18 feet.

Building Official Law advised that this is only for the rights-of-way and not on their property.

Mayor England asked if someone builds a parking pad, what would happen.

Building Official Law advised that the Public Works Director would go to the property and inspect. He said that there is a concern that property owners are using the rights-of-way for their property and it is not their property. He explained that the resolution is to start the rights-of-way application fee of \$100 and double fee penalty if permit is not obtained.

Public Works Director Tredik advised that the one recently approved was a parallel parking issue and anyone could park there, not only the homeowner. The homeowner agreed to that. That would cost a \$250 application fee because it is commercial.

Building Official Law advised that the funds would be in a separate account.

Mayor England advised that she was concerned about people building things in the rights-of-way that would disturb the drainage. She said that the Commission must decide on a moratorium on the fine and suggested six months or longer.

Vice Mayor Samora commented that he has received several complaints about fees and fines in the last two years. He agreed with the implementation of the fees because the City is almost built out, but there has been a lot of it over the last two years. He suggested a moratorium on the penalty side of it or a first-time waiver.

Building Official Law mentioned that would not bring it to the Code Enforcement Board, but the permitting side should start. This procedure is allowing the Public Works Department to get involved in what is being done on the rights-of-way.

Mayor England advised due to the Vulnerability Study and having more water in the City, rain events and sea level rise, the City needs to be protected for water flow.

Commissioner George asked whether this should be done by resolution or by ordinance.

Building Official Law advised that the resolution is to adopt fees for the rights-of-way and an ordinance will be coming on the procedure.

Public Works Director Tredik advised that he will be coming back to the Commission with a redrafted updated right-of-way permitting system so that the City can be paid for some of the inspections and reviews of the rights-of-way. He advised that he wants the rights-of-way protected.

City Clerk Raddatz mentioned that there is only eight minutes left and the Commission still needs to schedule a date to continue this meeting.

After discussion, Mayor England made a motion to continue the meeting.

Motion: to continue this meeting on Monday, February 8, 2021 at 5:30 p.m. **Moved by** Mayor England, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor England asked to continue this item in the time remaining.

Mayor England opened the Public Hearing. Being none, Mayor England closed the Public Hearing and asked if there were any more Commission discussions. Being none, Mayor England asked for a motion.

Motion: to approve Resolution 21-09 with the changes of starting the application fee on May 1st 2021 and waiving the penalty fee to May 1st 2022. **Moved by** Commissioner Rumrell, **Seconded by** Mayor England. Motion passed unanimously.

Mayor England moved on to Item XVI.

XIV. STAFF COMMENTS

This item has been continued to February 8, 2021 at 5:30 p.m.

XV. ADJOURNMENT

Mayor England asked for a motion.

Motion: to adjourn to meeting. **Moved by** Mayor England, **Seconded by** Commissioner George.
Motion passed unanimously.

Meeting was adjourned at 9:58 p.m.

Margaret England, Mayor

Attest:

Beverly Raddatz, City Clerk



MINUTES

REGULAR CITY COMMISSION MEETING CONTINUED

MONDAY, FEBRUARY 8, 2021 AT 5:30 P.M.

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

I. CALL TO ORDER

Commissioner England called the meeting to order at 5:30 p.m.

II. PLEDGE OF ALLEGIANCE

Mayor England led the Pledge of Allegiance.

III. ROLL CALL

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

Also present were: City Manager Royle, Assistant City Attorney Taylor, Police Chief Carswell, Police Commander Harrell, City Clerk Raddatz, Finance Director Douylliez, Building Official Law, and Public Works Director Tredik.

XII. OLD BUSINESS

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

Mayor England introduced Item 9 and asked City Manager Royle for a staff report.

City Manager Royle advised that the Commission has the Strategic Plan with what the suggestions could be. He explained that the Commission could change them how ever they wish to. He mentioned that Finance Director Douylliez has planned to come up with transparent communications with the public.

Mayor England trusted that all the Commissioners read the Strategic Plan and asked them for their comments. She mentioned that this Strategic Plan was very well written on the goals and tasks under each goal. She asked Commissioner George for any suggestions.

Commissioner George advised that there are a lot of tasks and goals in this Strategic Plan and suggested that the City consider changing the Vision Statement. She looked up some other cities that have Vision Statements and liked Coral Springs, West Palm Beach, and St. Petersburg's Vision Statement. She suggested making the City's Vision Plan more about the vision of our City. She explained that it would be different than the Mission Statement. She suggested language such as a "World Class Beach Destination and a Healthy City for its Residents."

Mayor England advised Commissioner George's suggestion of "Excellence, Innovation, and Integrity" would fit in the Mission Statement and the Vision Statement should be what our City

should look like. She agreed that the Vision Statement should not be an extensive list, but more of what our Vision is going to look like.

Vice Mayor Samora agreed with Commissioner George and Mayor England that the Vision Statement should be more aspirational in nature. He suggested that he would like to strive to work with St. Johns County and the City of St. Augustine and add that to the Strategic Plan. He commented that he wanted this since he first was elected and does not see a lot of progress in that area.

Mayor England suggested staff or a Commissioner work with the City of St. Augustine to work on their mobility study. She advised that the City of St. Augustine has some separate studies that the City could participate in.

Commissioner Rumrell commented that prior to being on the Commission he would do a SWOT exercise which is strengths, weaknesses, opportunities, and threats. He said that the City has its strengths and is sufficient in certain areas. Weaknesses are our succession planning. Opportunities are working with other agencies and mobility planning. Threats are sea level rise, public safety, tax revenues, etc. He suggested to use the SWOT effect to home in on where we need to go. He suggested having two-to-five-year goals instead of five-year goals. This would keep us more engaged with the citizens and put more pressure on the Commission to complete the goals and keep moving forward.

Commissioner Torres advised that as any document of this sort it is a living document and is updated and changed often. He agreed with Commissioner Rumrell that it should be updated every three-years or so. He would like to address public safety, such as the lighting on the crosswalks, mobile tag reader cameras, etc. He also would like to see updates in automation in every department so their work can be done better and faster than what is being done currently.

Mayor England advised that in the Strategic Plan under C.4 there is a task to review the computer and software needs. Recently, the City has elevated our IT Department employees to IT Manager and IT Specialist. She agreed with Commissioner Torres to update the software.

Mayor England asked to add to the Strategic Plan "D" a five-year plan asset management plan for all City real property improvements from the Finance Director. She advised that the asset management plan should include the old city hall. She advised that the Building Department needs new faucets for the City properties.

Building Official Law advised that he will be submitting a resolution for new automated lavatory facets and water facet flush valves in all the bathrooms and will be piggybacking off St. Johns County's contract to accomplish this. This will allow touch-free facets. He explained that he brought to the Commission last week new automated software and next month he will be submitting to the Commission the Citizens Health Service Portal which will allow complaints and special pickups. He also advised that the Commission will be receiving a budget resolution regarding automating to electronic recordkeeping. He explained that staff had a meeting today with MCCI / Municode regarding automating all the records according to state statutes. He mentioned that he will be bringing digital plan review automation to the Building Department.

Mayor England asked that inspections, painting, and roofing costs to the old city hall building need to be added to the Capital Improvement Plan. She advised under Public Transportation add tasks such as piggybacking off St. Johns County or the City of St. Augustine's transportation studies or

other studies that are needed in the City. She advised that in the beginning of the year use the SWOT process that Commissioner Rumrell suggested.

Mayor England opened the Public Comments section. Being none, Mayor England closed the Public Comments section and asked for any further Commission discussion.

Commissioner George advised that she could work with City Manager Royle on some options for the Vision Statement.

Mayor England agreed. She explained that the Commission always mentioned the bicycling and the appearance of A1A Beach Boulevard.

Mayor England moved on to Item 10.

10. Scheduling Workshops: Selection of Topics and Dates/Times (Presenter: Max Royle, City Manager)

Mayor England introduced Item 9 and asked City Manager Royle for a staff report.

City Manager Royle suggested to the Commission some workshops, which listed 14 items. He explained that the crucial part for him and the department head staff are those items in the FY21-22 budget. He commented for example Item 12 Solid Waste, Stormwater, and Recycling could be discussed in April and the stormwater utility fee could be done in May because those items would start in FY23 but need to take the steps in FY22. The outsourcing would have to be done in FY21 because the City's vendor expires in May of 2022. He advised that it is up to the Commission to decide what topics they would like to discuss and what the Commission's priorities are and what month to schedule them.

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

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, suggested having the workshops before the budget preparations in July.

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

Mayor England suggested in March to have a workshop on restructuring the Building and Police Departments. She explained that in April there will be discussions on the Chief's position, so getting some information on the Police Department's budgets for the last eight years would be important. She would like to see the costs to see what would happen in the next couple of years. She suggested in April to discuss the solid waste, stormwater utility fee, and recycling items. In May discuss pay ranges and salaries before the City starts the budget process.

Commissioner Rumrell asked to add to May's workshop succession planning.

Mayor England advised that the City Manager and City Clerk / HR Director can research new performance evaluations. She felt that there was no need to micromanage performance evaluations. She strongly suggested to get away from 1-5 ratings and advised that managers should tell their employees do good contributions and when they need improvement.

City Clerk Raddatz advised she was in the process of doing that.

Mayor England advised that it is the Commission's job to do an evaluation on the City Manager and Chief of Police. She asked if they are not completed, please send them in to City Manager

Royle. She explained that City Manager Royle did a self-review, and the Commission had a meeting on that at the end of last year.

City Manager Royle advised that in March's Regular Commission meeting the pay plan will be discussed because City Clerk Raddatz and Police Chief Carswell have been working on it for the Commission to look at. He explained that the Department Heads on the non-law enforcement side discussed the pay plan. He said it will show the cities we looked at and the information that was found.

Finance Director Douylliez advised that she would like to discuss this topic early because staff needs feedback from the Commission in addition to the research that staff has performed. She wanted to know early what other items the Commission may want staff to look at before the actual budgeting process. She explained that it is the largest costs for the City, and she would like to have time to scrub the data before budget meeting start.

Commissioner George agreed and wanted to suggest that the Commission move it up from May.

Commissioner Rumrell asked to do the asset repairs and replacement in March also because that goes with the budgetary costs.

Finance Director Douylliez advised yes; she could do that because she has the data already laid out. She explained that Public Works Director Tredik would have to look at the assets and see what shape they are in.

Public Works Director Tredik advised that on the stormwater utility fees, May would be a better date because he would not get the vulnerability study back until April. He said if the Commission does a workshop in April, all the information will not be available on the costs might be for the larger projects.

Mayor England asked if Public Works Director Tredik would like the solid waste outsourcing and recycling and the stormwater utility fee in May.

Public Works Director Tredik advised that the solid waste outsourcing could be done in April, but the stormwater utility fees to be discussed in May.

Mayor England asked if the solid waste outsourcing and the stormwater utility fees could be too much for a May workshop.

Public Works Director Tredik advised that they could be combined or not. It is up to the Commission.

Mayor England advised that there are topics for March and May. She asked if there is a topic for April.

Commissioner George asked if the pay ranges and salaries and succession planning would be on the Regular Commission meeting in March.

Mayor England advised in March will be the pay ranges and salaries, succession planning, asset planning.

Commissioner George asked if the restructuring of the Police and Building Department be done in April.

Mayor England advised that restructuring the Police and Building Departments is in March.

Commissioner Rumrell said that in April maybe the Commission can have a joint meeting with St. Johns County and the City of St. Augustine.

Mayor England asked both together.

Commissioner Rumrell said maybe a meeting with St. Johns County first and then City of St. Augustine in another meeting.

Commissioner George advised that there needs to be a good agenda to compel them to accept the City's invitation.

Commissioner Rumrell thought that the City could line topics up by April. He said it falls under the Strategic Plan.

Mayor England advised that regarding St. Johns County the topics would be moving the fire station off Pier Park and the weir. She advised that the City of St. Augustine could be getting more involved with their commissions regarding their floodplain and mobility studies. She suggested reaching out to Mayor Tracy Upchurch.

Commissioner Rumrell advised that because the City's boundaries touch St. Johns County and the City of St. Augustine, there should be more communication. He said it might not be in April, but he would like to see more communication.

Commissioner George advised that our City's Department Heads could reach out to the City of St. Augustine's Department Heads regarding the mobility and floodplain studies and if there is an interest the City of St. Augustine Department Heads could be invited to give a presentation to our City.

Mayor England agreed having some of the City of St. Augustine's staff come to do a presentation. She advised that she talked with Commissioner Dean from St. Johns County and he would talk with the County Administrator Hunter Conrad regarding the old city hall and planning for Pier Park. She advised that she and City Manager Royle have been working on that. She asked about a joint meeting with the Commission and the Comprehensive Planning and Zoning Board and SEPAC. She advised that there is not enough space to have all the members meeting at once. She suggested a separate meeting with the Comprehensive Planning and Zoning Board and SEPAC.

Commissioner George agreed with separate meetings but said that an agenda should be prepared first.

Mayor England advised that maybe after the vulnerability study would be a good time, especially for SEPAC.

Commissioner George suggested to send a letter to all the members of the Boards and ask what agenda items they want to discuss or whether they would like to have a workshop.

Building Official Law advised that Comprehensive Planning and Zoning Board members would like to meet.

Mayor England asked about Item 4 regarding the land trust.

City Manager Royle advised that there was a meeting regarding creating a land trust at the January 4th meeting from Commissioner George.

Commissioner George advised that came from the 2nd Avenue discussions. She asked what the status was with the Florida Land Trust.

City Manager Royle advised that he spoke with the Florida Land Trust and they have changed staffing but indicated that they still would like to pursue the possibility, but nothing has been proposed.

Commissioner George asked City Manager Royle to follow up with them.

Mayor England advised that the asset replacement item will be in March. She asked about the parking plan and paid parking may come up later in the year. She advised Items 7 and 8 will be in March Workshop. Item 9 and succession planning is in March's agenda. Item 10 has been deleted. Solid Waste and Item 13 in May Workshop.

Finance Director Douylliez advised that Item 5, Capital Projects, will come after the vulnerability study is done, so May or June. Solid waste may be better in April in case we have to do Requests for Proposals or Qualifications.

Mayor England advised that the first half of the year is planned. She advised that the joint meetings with the Comprehensive Planning and Zoning Boards and SEPAC will be in June.

Vice Mayor Samora asked if Item 12 outsourcing solid waste and recycling has a time constraint on it.

Public Works Director Tredik advised that the vendor's contract will be done on May 18, 2022. Time is limited to decide whether to bring it inhouse or outsource recycling and solid waste.

Vice Mayor Samora asked if this item could be on the April Regular Commission agenda.

Mayor England advised if any items can be worked into an agenda, that would be fine.

Finance Director Douylliez advised that anything to do with pay should go into the March workshop.

City Manager Royle advised that there are nine items already on the March Regular Commission agenda. In February there were 12 items, and we needed another meeting.

Mayor England advised that in the March Workshop discussions will be on pay ranges and salaries, restructuring the Building Department, secession planning, and asset replacement planning.

Finance Director Douylliez advised that she thought the Police Department restructuring would be in March as well.

Mayor England asked to give the Commission eight years of the Police Department's budget for the informational resources only, then in the April Commission agenda the Police Department's restructuring could be discussed. In May Items 12 and 13 would be a May workshop, unless they can be put in an agenda item before that. She advised that in April there are no workshops, but that can be determined in March.

Commissioner George agreed.

After discussion, the Commission schedule a workshop on March 8, 2021 at 5:30 p.m.

City Manager Royle asked for clarification on the March workshop topics.

Mayor England advised the March's workshop topics are review of pay ranges and salaries, discussion of secession planning, asset replacement schedule, restructuring the Building Department, and review of Police Department's budgets for the last eight years for informational purposes only.

City Manager Royle asked what the Commission meant by secession planning because it can be interpreted in a lot of ways.

Commissioner Rumrell advised that the City needs a succession plan for all Department Heads and the City Manager's position.

City Manager Royle advised that he would get the minutes from the prior meeting that secession planning was discussed and distribute it to the Commission.

Commissioner George advised if there was no adopted policy, then it should be done.

Commissioner Rumrell agreed.

Mayor England advised that there cannot be voting in workshops. Any items that run over in the workshops can be done at the next workshop. The joint meetings with the Comprehensive Planning and Zoning Board and SEPAC could be in June.

Mayor England moved on to Item XIV.

XIV. STAFF COMMENTS

Mayor England asked City Manager Royle if he had any comments.

City Manager Royle advised that several SEPAC members are not coming to their meetings because of COVID-19. He asked if the rule of missing three meetings could be relaxed until COVID-19 is not an issue.

The Commission agreed with relaxing the rule of missing three meetings.

Discussion ensued about Zoom or telephone meetings for those members who do not want to come and having to have a quorum at all meeting, if using Zoom.

Building Official Law had no comments.

Public Works Director Tredik advised that the vulnerability study workshop will be on February 24, 2021 at 6 p.m. at the City of St. Augustine Beach's Commission room. Those Commissioners who would like to Zoom hosted by Northeast Florida Council in on the meetings are welcome. There will be two presentations, one from the Northeast Florida Council and the City's consultant on the vulnerability study.

Mayor England asked that copies of the study be distributed to the Commission before the date of the meeting.

Public Works Director advised he would distribute the study to the Commission. He advised that he finished the first phase of Mickler Boulevard and should finish by the end of March.

Mayor England advised that Commissioner Dean from St. Johns County had a discussion regarding Pope Road.

Public Works Director Tredik advised that it needs repairs. He talked to the St. Johns County a couple of months ago and will reach out again.

Mayor England asked City Manager Royle to send a letter to Commissioner Dean with a copy to the County Administrator Hunter Dean on the status of Pope Road.

Commissioner George asked about the repairs on 11th Street.

Public Works Director Tredik advised that they did add some asphalt to get rid of the dips, but other projects are more important to complete right now. He hopes to get the design finished in the spring and go to construction in the summer.

Vice Mayor Samora asked about the status of Ocean Walk and whether there will be changes before hurricane season.

Public Works Director Tredik advised that he received the first numbers from the Request for Qualifications, and they were high. He changed the requirements and hopes to reevaluate the second proposals this week and have it before the Commission for approval in March. He advised that in advance of any storms he will be fixing the pipes on Mickler Boulevard so that the water will not flow into Lee Drive. For right now he will use the pumps.

Mayor England asked if the CMT contract has been signed.

Public Works Director Tredik advise it has not been finalized yet but is in the final stages. The City Manager will be able to sign the contract.

Finance Director Douylliez advised that the audit is finishing and tomorrow the City Manager and she will have a meeting to review the results and bring it to the Commission in April. She explained that she will be bringing a budget resolution to the Commission in April for a full-time Finance Assistant position because the part-time finance employee wants to retire.

City Clerk Raddatz advised that thanks to the Building Department funding we are hoping to get the software to make the electronic recordkeeping compliant with state statutes.

Building Official Law advised that this supports the Building Department by allowing paper building plans to be destroyed and keeping them electronically. He explained that he will be buying several different modules and will be a zero cost to the City.

Mayor England asked that when the purchases for the new software are brought to the Commission to explain why the vendor was selected and if it integrates with current software.

Commissioner George asked if there is room on the March agenda for a resident's request to evacuate an alleyway on the 300 block south of A Street on 2nd and 3rd.

Discussion ensued regarding whether to allow the resident's request on the agenda; the history of the alleyway; and whether the Commission wants to pay for the evacuating alleyway fee.

Mayor England advised that she would like information only regarding vacating the alleyway and would like to speak with Building Official Law.

Building Official Law advised he would meet with Mayor England.

Commissioner Torres asked how to place an item on the agenda.

Mayor England advised that usually it is at the discretion of the City Manager. She asked to do some reached that to the owner and see if this should come to the Commission.

Police Chief Carswell said the accreditation review panel will be on Zoom and if the Commission would like to attend, they are welcomed to. He advised that he would give the Commission the time when he know it.

City Attorney Taylor advised that Douglas Law firm is hiring a new attorney who will start on March 1st, which will help with his workload.

XV. ADJOURNMENT

Mayor England asked for a motion.

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

Meeting was adjourned at 6:56 p.m.

Margaret England, Mayor

Attest:

Beverly Raddatz, City Clerk

Sons of the American Revolution (SAR)

2021 Law Enforcement Commendation Award for Officer Dominic Giannotta

Dec 21st, 2020

Officer Dominic Giannotta has excelled this year in all aspects of being a patrol officer. He is a highly productive officer with his traffic enforcement, serves in the agency Honor Guard, helps develop young officers within the agency through his training and experience, and he also takes time to give back to his community.

Officer Giannotta has conducted over 300 traffic stops in his relentless pursuit to stop drinking and driving, narcotics use and sales, and standard traffic infractions. He has issued more than 400 Uniform Traffic Citations and written warnings. Officer Giannotta assisted with creating and implementation of the Field Training Officer (FTO) DUI training.

Officer Giannotta is a member of the agency's Honor Guard Team and consistently attends community functions throughout St. Johns County as a representative of the agency. During the following honor guard events, he has represented our agency, the Ron Parker ceremony, National Police Memorial Ceremony, and the St Augustine Beach Memorial Day Ceremony.

Officer Giannotta serves as a Field Training Officer at the department and has been heavily involved in training two new hires over the past year. Officer Giannotta is one of our department's most highly regarded training officers and truly understands the seriousness involved in preparing new officers for success on the road. Due to his relentless pursuit to give the best training, he has been utilized by the FTO coordinator to assist with the classroom training phase of the FTO program. Officer Giannotta is currently in the promotional process and is actively testing to become a Sergeant with the department.

Along with all of Officer Giannotta's normal patrol functions and duties, he is also currently assigned as an Assistant Shift Leader (ASL), Field Training Officer (FTO). Officer Giannotta has acted as an ASL for over 34 days or 408 work hours while his Sergeant (SGT) was on military duty or Dive Unit training. He continually volunteers to cover shifts for military personnel, specialty team members, so they can attend their training and does so without any want for recognition or complaints.

Officer Giannotta is an exemplary officer due to his dedication to the agency, community, and officers he works with. He has proven his high level of care and compassion for those in which he serves by volunteering to give back to the community without the want for recognition. He has become a well-rounded officer who is developing himself and newer officers to be tomorrow's professional officers.

Respectfully Submitted,

SGT Paul Abel 7161

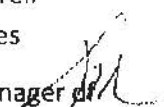
Paul Abel

Sergeant

St. Augustine Beach Police Department

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: February 17, 2021

SUBJECT: Ordinance 21-01, First Public Hearing and Second Reading, to Amend the Land Development Regulations to Allow Mobile Food Sales in the City

You reviewed a proposed ordinance at your January 4th meeting, when you made a number of changes to it. The City Attorney prepared a new draft of the ordinance, which you reviewed at your February 1st meeting, when you passed it on first reading.

The minutes of that part of your February 1st meeting when you discussed Ordinance 21-01 are attached as pages 1-2. The Ordinance with the changes that you approved at that meeting is attached as pages 3-9.

The Comprehensive Planning and Zoning Board reviewed the Ordinance at its February 16th meeting and by unanimous vote (7-0) recommended that you approve it, subject to the following changes:

- a. That Sections 3.11.00.B.1.g and 3.11.00.B.1.j be deleted.
- b. That Section 3.11.00.8.1.f be amended by adding: "The location of the Mobile Food Dispensing Vehicle shall not be permitted to reduce the available parking of the site below the minimum required for standard site operations during normal business hours."

The proposed amendments are noted in the attached memo (page 10) from the Building Department's Executive Assistant, Ms. Bonnie Miller.

ACTION REQUESTED

It is that you hold the public hearing and then decide whether to approve the changes recommended by the Comprehensive Planning and Zoning Board.

Ordinance 21-01 will be scheduled for its second public hearing and final reading at your April 5th meeting.

FEBRUARY 1, 2021 REGULAR COMMISSION MEETING

6. Ordinance 21-01, First Reading, to Amend the Land Development Regulations to Allow Mobile Food Sales in the City (Presenter: Brian Law, Building Official)

Mayor England introduced Item 6 and asked Building Official Law for his staff report.

Building Official Law advised that the City Attorney has drafted a new ordinance for the Commission's review since there were so many changes at the last Commission meeting.

Mayor England advised that the comments have already been made and asked the Commission for their comments.

Commissioner Torres advised that he is opposed to allowing mobile food trucks to park overnight in the City because they become permanent structures and an eyesore after a while. He would like to limit them to A1A S only because there are a lot of restaurants on A1A Beach Boulevard and pedestrians which would be a distraction.

Mayor England advised that it was discussed at the last meeting to prohibit overnight parking of food trucks if allowed to.

City Attorney Taylor advised that the Commission could amend the ordinance to not allow overnight parking, but he wanted to allow parking for a restaurant food truck (i.e., Oasis) to park on their commercial property if they had a food truck.

Commissioner George asked if the mobile food truck could park if they screen the truck overnight.

Mayor England advised that the City's codes do prohibit trucks in a residential area from parking overnight in the City.

City Attorney Taylor advised for the record that there would not be a reason that the Commission could not prohibit it.

Building Official Law suggested a variance if the restaurant owner would like to park their food truck at their property. There are not a lot of places to park a mobile food truck anyways that are 500 feet from a restaurant. He advised that a location maybe north of Tides Restaurant if they give their permission.

Commissioner George advised that the restrictions may exclude the mobile food trucks from coming into the City anyway. She is in favor of being restrictive as possible but did not want the City to be challenged.

City Attorney Taylor advised that this is a standard that the Florida League of Cities is using, so if we are sued the City would not be alone. He advised if the Commission is concerned, then the Commission could change it to 250 feet or 300 feet from restaurants.

Vice Mayor Samora is concerned having the food truck get permission from a restaurant and then never move the food truck because they have permission. He supports the overnight restriction.

Commissioner Rumrell agreed with Commissioner Torres and Vice Mayor Samora. He asked what if we ignored this completely until someone calls it to the City's attention.

Commissioner George advised that the City should get a head of it and not wait because it is a state mandate, and it could cause more problems.

Commissioner Rumrell agrees with being restrictive.

Building Official Law suggested language on page 8 to say that overnight parking is prohibited.

Commissioner George asked who allows the special events for mobile food trucks.

Building Official Law advised that special events are approved by him. He asked City Attorney Taylor whether on page 9 Section C.1 should be set aside. He asked if the City needs to amend the table in the codes to permit mobile food vendors in the commercial sector. He explained that there is nothing telling the Building Official to get a conditional use permit or have a mechanism to do so.

City Attorney Taylor advised that the intent would be several mobile food trucks being allowed on one parcel of land. It would have to have bathrooms and follow regulations.

Building Official Law suggested to strike that section and not give them that option and let them ask for a variance.

City Attorney Taylor advised that he would strike that section.

Mayor England opened the Public Hearing. Being none, Mayor England closed the Public Hearing and asked if there were any more Commission discussions. Being none, Mayor England asked City Attorney Taylor to read the preamble.

City Attorney Taylor read the title of the ordinance.

Building Official Law recapped the changes to the ordinance by stating the Commission prohibited overnight parking in public and private areas and in Section L on page 8 and struck through Section C.1 and renumbered C.2 to C.1.

Motion: to approve Ordinance 21-01 with the aforementioned changes. **Moved by** Commissioner George, **Seconded by** Commissioner Rumrell.

Mayor England ask for a roll call vote:

Commissioner Torres	Yes
Commissioner George	Yes
Commissioner Rumrell	Yes
Mayor England	Yes
Vice Mayor Samora	Yes
Motion passed unanimously.	

ORDINANCE NO. 20-01

AN ORDINANCE OF THE CITY OF SAINT AUGUSTINE BEACH, FLORIDA, MAKING FINDINGS OF FACT; CREATING THE CITY'S POLICY ON MOBILE FOOD DISPENSING VEHICLES IN LAND DEVELOPMENT REGULATIONS, ARTICLE II OF SAINT AUGUSTINE BEACH; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the City of Saint Augustine Beach is required to comply with all requirements that are contained in Chapter 500, Florida Statutes (F.S.) and Chapter 5K-4, Florida Administrative Code (F.A.C.).

WHEREAS, the Florida legislature created Florida Statute §509.102, Mobile Food Dispensing; Preemption.

WHEREAS, the City of Saint Augustine Beach is desirous of the orderly regulation of mobile food establishments in the City of Saint Augustine Beach.

NOW THEREFORE BE IT ORDAINED BY THE PEOPLE OF THE CITY OF SAINT AUGUSTINE BEACH:

SECTION 1. The foregoing recitals are incorporated as legislative findings of fact.

SECTION 2. From and after the effective date of this ordinance, Land Development Regulations of Saint Augustine Beach Article II -- Definitions is amended as follows:

Minor Replat—The subdivision of a single lot or parcel of land into two (2) lots or parcels, or the subdivision of a parcel into two (2) or more lots solely for the purpose of increasing the area of two (2) or more adjacent lots or parcels of land, where there are no roadway, drainage or other required improvements, and where the resultant lots comply with the standards of this Code.

Mobile Food Dispensing Vehicle means any vehicle that is a public food service establishment and that is self-propelled or otherwise movable from place to place and includes self-contained utilities, including, but not limited to gas, water, electricity, or liquid waste disposal. (See Florida Statute 509.102)

Mobile Home—A structure, transportable in one (1) or more sections, that is eight (8) body feet, or more in width and is built on an integral chassis. It is designed to be used as a dwelling

when connected to the required utilities. All the plumbing, heating, air conditioning and electrical systems are contained within the unit.

SECTION 3. From and after the effective date of this ordinance, Land Development Regulations of Saint Augustine Beach Article III – Section 3.02.02 is amended to read:

<i>Services, Hotels, and Restaurants</i>								
Service establishments: barber and beauty shops, bakery (but not wholesale), bicycle rentals, costuming shops, dry cleaner (using nonflammable solvents only), electronic and light mechanical repair stores, florists, interior decorator, laundromat, photography studio, printing, shoe repair, tailor, travel agency, upholstery shop, and video rentals	X	X	X	X	P	X	X	X
Catering	X	X	X	X	C	X	X	X
Condominium hotels	X	X	X	X	C	X	X	X
Day care center	X	X	X	X	C	X	X	X
Equipment rental	X	X	X	X	C	X	X	X
Food and/or beverage service or consumption outside of an enclosed building on the premises of a restaurant or hotel/motel	X	X	X	X	C	X	X	X
Funeral home	X	X	X	X	C	X	X	X
Hotel/motel (including ancillary uses such as restaurants, lounges and night clubs)	X	X	X	X	P	X	X	X
Live theaters, satellite presentations, and motion pictures (not drive-in)	X	X	X	X	P	X	X	X
<u>Mobile Food Dispensing Vehicles</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>P</u>	<u>X</u>	<u>X</u>	<u>X</u>
Mini-storage warehouses	X	X	X	X	C	X	X	X

Pest control	X	X	X	X	C	X	X	X
Pharmacy	X	X	X	X	P	C	X	X
Restaurant operated wholly within an enclosed building including servicing of alcoholic beverages incidental to the restaurant business only (no drive-up facility)	X	X	X	X	P	X	X	X
Restaurant operated wholly within an enclosed building with drive-up facilities (including serving of alcoholic beverage incidental to the restaurant business only within the restaurant, but not at the drive-up facility)	X	X	X	X	C	X	X	X
Services, hotels (but not hotels in a condominium form of ownership), and restaurants	X	X	X	X	P	X	X	X
Veterinarian and animal hospital (without an outside kennel)	X	X	X	X	C	X	X	X

SECTION 4. From and after the effective date of this ordinance, Land Development Regulations of Saint Augustine Beach Article III – Section 3.02.03 is amended to read:

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.
2. The sale, offer for sale, rental, storage or display of any merchandise, outside of an enclosed building on the premises of any business except as provided herein.
 - a. As used herein the term "outdoor" shall mean any area which is outside of the heated or cooled area of a building and visible from a public street. Provided, however, that the outdoor display or sale of merchandise shall be permitted:
 - (1) In conjunction with and pursuant to any outdoor sale or display of merchandise authorized in conjunction with a special event pursuant to section 3.02.05 hereof:
 - (2) When the display is limited to merchandise identical to that actually in stock and available for purchase on the premises where the display is maintained, the display is limited in size to an area no greater than five (5) feet high, three (3)

feet wide, and three (3) feet in length and is not located within six (6) feet of any other such display. No such display may be located within any public right-of-way, mandatory building setback under this chapter or so as to interfere with any fire exit required under any building code of the city. Any display rack, shelves or other device used in conjunction with the display of merchandise shall be made of wood which shall have either a natural finish or shall be painted only in colors which have been approved by the comprehensive planning and zoning board as a part of the supplemental criteria for community appearance standards or shall be made of brass, copper, bronze, nickel, tin or iron; provided, however, that painted, polished, anodized or chromed metals shall be prohibited.

3. The sale, offer for sale, or rebuilding of secondhand merchandise on any business premises, including secondhand household and commercial goods, such as but not limited to: refrigerators, stoves, sinks, plumbing fixtures, carports, tents, air conditioners, windows, vehicle parts, and the like.
4. The manufacture, assembly or preparation of any merchandise, food or beverages outside of an enclosed building on any business premises with the exception of Mobile Food Dispensing Vehicles as defined in Article II definitions.
5. The sale, offer for sale, or rental of any merchandise, food or beverages from a motorized or nonmotorized vehicle or trailer of any type on any business premises with the exception of Mobile Food Dispensing Vehicles as defined in Article II definitions.
6. The operation of a business from any temporary quarters, such as but not limited to: tents, pushcarts, sheds, carports, motor vehicles, and trailers.

SECTION 5. From and after the effective date of this ordinance, Land Development Regulations of Saint Augustine Beach Article III – Section 3.11.00 is created to read:

Sec. 3.11.00. – Mobile Food Dispensing Vehicles (MFDV)

A. Purpose and intent; definitions.

1. **Purpose and intent.** The purpose and intent of this Ordinance is to implement F.S. § 509.102, by permitting Mobile Food Dispensing Vehicles within the City of St. Augustine Beach, Florida, subject to the terms and contained herein.
2. **Definitions.** See article II

B. General regulations; cooperation; enforcement.

1. **All Mobile Food Dispensing Vehicles are subject to the following requirements:**
 - a. **Mobile Food Dispensing Vehicles are required to obtain and display all proof of insurance and licensing required for the operation of such business in Florida which include but are not limited to licensing by the Florida Department of Agriculture and Consumer Services, the Florida**

Department of Business and Professional Regulations (DBPR), the Florida Department of Health, and local Fire Marshalls.

- b. Mobile Food Dispensing Vehicles may only operate on a parcel in Commercially Zoned areas where single family residences do not exist.
 - c. Mobile Food Dispensing Vehicles are limited to operating one Mobile Food Dispensing Vehicle per individual parcel.
 - d. Mobile Food Dispensing Vehicles may not obstruct vehicular or pedestrian traffic, may not obstruct handicapped access/parking or obstruct vehicular parking rules, vehicular loading zones, taxi stands or franchised vehicles for hire stands.
 - e. No Mobile Food Dispensing Vehicle shall be permitted to interfere with sight visibility for traffic or block public rights-of-way or sidewalks.
 - f. The location of the Mobile Food Dispensing Vehicle shall not be permitted to reduce the available parking of the site below the minimum required for standard site operations.
 - g. Mobile Food Dispensing Vehicles must provide access to a restroom at each location.
 - h. Mobile Food Dispensing Vehicles and the property owner where they operate are both responsible for the proper disposal of waste and trash. No grease, waste, trash or other debris shall be deposited on or released on to public property, which includes streets, sidewalks or other public places nor into the gutter or storm drainage system.
 - i. Mobile Food Dispensing vehicles shall only operate between the hours of 6:00 AM and 10:00 PM. Mobile Food Dispensing Vehicles may not continue to operate after sunset without adequate outdoor lighting.
 - j. Mobile Food Dispensing Vehicle shall not operate within 500 feet of an existing restaurant without written approval of said restaurant.
 - k. Setup and operations are subject to inspections by the Chief Building Official and/or the fire marshal.
 - l. ~~Overnight parking of a mobile food truck is allowed on private property subject to the other provisions of this section.~~ Overnight parking on public property is prohibited without explicit written permission from the City.
2. No person shall operate a Mobile Food Dispensing Vehicle unless the business is covered by a comprehensive liability insurance policy in a form and content satisfactory to the City insuring the public against injury or damage occasioned by negligence arising from or incidental to the business activity. At a minimum, the policy shall provide coverage of one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per incident. The policy shall list the City as a coinsured and shall provide that coverage shall not be

cancelled or materially altered except after thirty (30) days' written notice has been received by the City. Proof that the insurance policy remains in full force and effect shall be provided upon the City Manager's request given on reasonable notice at any time.

3. Any Mobile Food Dispensing Vehicle that fails to comply with the requirements of this section shall be guilty of violating this section of the St. Augustine Beach City Code and shall be subject to any and all enforcement proceedings consistent with the applicable provisions of the St. Augustine Beach City. Each day a violation exists shall constitute a distinct and separate offense.

C. Specific Allowances for Mobile Food Dispensing Vehicles. All portions of this section, 3.11.00, may be set aside by the City's issuance of a special event permit.

1. All portions of section 3.11.00 may be set aside for any particular parcel in the City via a conditional use permit.

2. All portions of this section, 3.11.00, may be set aside by the City's issuance of a special event permit.

(Ord. No. _____, § 1(Exh. I), _____)

SECTION 6. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 7. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the City of Saint Augustine Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. This All portions of this Ordinance shall take effect immediately upon passage with the exception that no penalties shall be enforce for a calendar year from passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Saint Augustine Beach, Florida this _____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2020.

MAYOR

Published in the _____ on the _____ day of _____, 2020. Posted on www.staugbch.com on the _____ day of _____, 2020.

MEMO

To: Max Royle, City Manager
From: Bonnie Miller, Executive Assistant
Subject: Ordinance No. 21-01
Date: Wednesday, February 17, 2021

Please be advised at its regular monthly meeting held Tuesday, February 16, 2021, the City of St. Augustine Beach Comprehensive Planning and Zoning Board voted unanimously to recommend the City Commission approve passage of Ordinance No. 21-01 subject to recommended amendments.

Ordinance No. 21-02 amends Sections 2.00.00, 3.02.02 and 3.02.03, the City of St. Augustine Beach Land Development Regulations and creates a new section, Section 3.11.00, to stipulate the City's policy on mobile food dispensing vehicles and mobile food sales within the City limits.

Mr. Kincaid made the motion to recommend the City Commission approve passage of Ordinance No. 21-01 as drafted with the recommendation that Sections 3.11.00.B.1.g and 3.11.00.B.1.j be deleted in their entirety and Section 3.11.00.B.1.f be amended with the added verbiage as underlined in red: "The location of the Mobile Food Dispensing Vehicle shall not be permitted to reduce the available parking of the site below the minimum required for standard site operations during normal business hours." Mr. Kincaid's motion was seconded by Ms. Odom and passed 7-0 by the Board by unanimous voice-vote.

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: February 2, 2021

SUBJECT: Ordinance 21-02, First Public Hearing and Second Reading, to Adopt the School Board's Five-Year District Facilities Workplan by Reference

INTRODUCTION

Each year at this time since 2008, the St. Johns County School District has asked the County's municipalities to approve its five-year workplan. Though our City has no public schools within its boundaries, and likely never will have any because of the lack of available land and the inadvisability of building such an expensive facility on a barrier island, the City still must by state law adopt the facilities workplan.

The adoption is done by adding the workplan by reference to the Capital Improvements Element of the City's Comprehensive Plan. The City staff sometimes includes in the amending ordinance other capital projects, as their inclusion can help the City obtain grant funding for them.

The Comprehensive Planning and Zoning Board reviewed the Ordinance at its January 19, 2021 meeting and recommended that you approve it.

ATTACHMENTS

Attached for your review is following:

- a. Pages 1-2, Ordinance 21-02, to adopt the School Board's Five-Year District facilities workplan by reference.

You'll note in the ordinance the following projects that the City wants to do and have added to the Comp Plan's Capital Improvements Element:

- Hammock Dunes Park. Construction of handicapped walking access trail, parking lot and observation deck. Estimated cost: \$250,000
- Ocean Hammock Park. Construction of handicapped access trail, observation deck and picnic pavilion. Estimated cost: \$400,000
- Elevated Dune Walkovers at Certain Beach Accesses. B, C, and E Streets, and 1st, 3rd, 5th, 6th, 8th, 12th, and 16th Streets. Estimated cost: \$400,000 (\$40,000 per walkover)
- Stormwater Master Plan Updates. Estimate cost: \$200,000

- Drainage Improvements, Ocean Walk Subdivision. Estimated cost: \$700,000
- b. Pages 3-37, the facilities workplan.
- c. Page 38, a memo from the Building Department's Executive Assistant, Ms. Bonnie Miller, in which she states the Planning Board's recommendation to you that Ordinance 21-02 be approved.

You reviewed the Ordinance at your February 1st meeting, when you passed it on first reading.

ACTION REQUESTED

It is that you hold the first of two public hearings and pass Ordinance 21-02 on its second reading.

A second public hearing and final reading will be scheduled for your April 5th meeting.

ORDINANCE NO. 21-02

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.

WITNESSETH:

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 1633180, Florida Statutes, is achieved and maintained over the planning period;

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 ORDAINED BY THE PEOPLE OF THE CITY OF SAINT AUGUSTINE BEACH:

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.

- b. Ocean Hammock Park. Construction of improvements consisting of restrooms, picnic area, pavilion, observation deck, education center, and additional trails. Estimates cost: \$400,000.
- c. Elevated Dune Walkovers at Certain Locations: E, C, and B Streets, and 1st, 3rd, 5th, 6th, 8th, 12th, and 16th Streets. Estimated cost: \$400,000 (\$40,000 per walkway).
- d. Stormwater Master Plan Updates: Estimated cost: \$200,000.
- e. Drainage Improvements, Ocean Walk Subdivision: Estimated cost: \$700,000.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 5. 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. This Ordinance shall take effect ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Saint Augustine Beach, Florida this ____ day of _____ 2021.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2020.

MAYOR

Published in the _____ on the _____ day of _____, 2020. Posted on www.staugbch.com on the _____ day of _____, 2020.

ST. JOHNS COUNTY SCHOOL DISTRICT

2020-2021 Five-Year District Facilities Work Plan

December 8, 2020

School Board Meeting



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 2020-2021 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 2039-2040

FIVE YEAR ENROLLMENT HISTORY



Five Year Enrollment History		
School Year	September Enrollment	Growth %
2015-2016	36,529	
2016-2017	38,488	5.36%
2017-2018	40,239	4.54%
2018-2019	41,937	4.21%
2019-2020	43,740	4.29%
2020-2021	44,688	2.16%

COFTE PROJECTION PROCESS



	ACTUAL COFTE	PROJECTED COFTE	PROJECTED COFTE	PROJECTED COFTE	PROJECTED COFTE	PROJECTED COFTE
GRADE LEVEL	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
PK – 5	19140.57	19,791.76	20,424.57	20,899.11	21,289.74	21,688.19
6 – 8	10,450.28	10,739.41	11,010.39	11,268.67	11,785.88	12,150.00
9 -12	12,686.81	13,349.12	13,963.75	14,438.53	14,889.12	15,319.73
PK - 12 TOTAL	42,277.66	43,880.29	45,398.71	46,606.31	47,964.74	49,157.92
Growth Percentage	4.9%	3.79%	3.46%	2.65%	2.91%	2.48%

NEW CONSTRUCTION FOR THE 5-YEAR PERIOD



FUNDED

- New High School HHH
- New K-8 School MM
- New High School III
- New K-8 School NN
- South Woods Elementary – Classroom Expansion
- New Elementary School N
- New K-8 School OO



PROJECTED REVENUE VS. PROJECTED COST FOR THE 5-YEAR PERIOD

- **Projected Revenue: \$ 436,058,402**
- **Projected Cost: \$436,058,402**
- **The Projected Cost equals the Projected Revenue therefore the Work Plan is considered Financially Feasible.**



PROJECTED UTILIZATION OF PERMANENT & RELOCATABLE CLASSROOMS

- Year 2024-2025 of the Work Plan projects the utilization of our current schools to be 96%.
- The Work Plan shows the percentage of students educated in relocatables potentially decreasing from 20% (2020-2021) to 2% (2024-2025).



NEW SCHOOLS PROJECTED FOR THE 20-YEAR LONG RANGE PLAN



	Years 1-5	Years 6-10	Years 11-20	
School Type	2020-2021 to 2024 -2025	2025-2026 to 2029-2030	2030-2031 to 2039-2040	Total
Elementary	1	2	3	6
Middle	0	1	1	2
K-8	3	2	4	9
High	2	1	2	5
School Expansions	1	1	0	2
Total	7	7	10	24

TRENDS IN STUDENT PROJECTIONS & NUMBER OF SCHOOLS 1999-2000 THROUGH 2039-2040



Number of Students (COFTE)	1999-2000	2019-2020	2024-2025	2029-2030	2039-2040
K-5	*	18,918	21,688	24,550	29,423
6-8	*	10,283	12,150	13,087	15,692
9-12	*	13,226	15,320	17,663	20,269
TOTAL	18,590	42,427	49,158	55,300	65,384
<div> <div>(20 yr increase)</div> <div>(5 yr increase)</div> <div>(10 yr increase)</div> <div>(20 yr increase)</div> </div> <div> <div>128%</div> <div>16%</div> <div>30%</div> <div>54%</div> </div>					
Number of Schools	1999-2000	2019-2020	2024-2025	2029-2030	2039-2040
Elementary	14	18	19	21	24
Middle	5	7	7	8	9
K-8	0	6	9	11	15
High	2	7	9	10	12
TOTAL	21	38	44	50	60



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.

	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	Five Year Total
Total Revenues	\$230,906,192	\$35,622,192	\$39,491,260	\$43,349,490	\$86,689,268	\$436,058,402
Total Project Costs	\$230,906,192	\$35,622,192	\$39,491,260	\$43,349,490	\$86,689,268	\$436,058,402
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	2020 - 2021 Actual Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total
HVAC	\$1,987,700	\$390,000	\$540,000	\$490,000	\$390,000	\$3,797,700
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 ACADEMY, 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	\$2,218,560	\$460,000	\$615,000	\$855,000	\$575,000	\$4,723,560
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 ACADEMY, 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	\$105,000	\$0	\$0	\$0	\$0	\$105,000
Locations:	Ponte Vedra High School					
Safety to Life	\$89,100	\$0	\$0	\$0	\$0	\$89,100
Locations:	CUNNINGHAM CREEK ELEMENTARY, FIRST COAST TECHNICAL INSTITUTE, JULINGTON CREEK ELEMENTARY					
Fencing	\$38,950	\$0	\$0	\$0	\$0	\$38,950
Locations:	Pacetti Bay Middle School, WEBSTER ELEMENTARY					
Parking	\$658,000	\$320,000	\$540,000	\$470,000	\$460,000	\$2,448,000
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 ACADEMY, 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	\$81,300	\$0	\$0	\$0	\$0	\$81,300
Locations:	MURRAY MIDDLE, PEDRO MENENDEZ SENIOR HIGH					

Fire Alarm	\$207,100	\$0	\$0	\$0	\$0	\$207,100
Locations:	ALICE B LANDRUM MIDDLE, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, R B HUNT ELEMENTARY, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, W DOUGLAS HARTLEY ELEMENTARY					
Telephone/Intercom System	\$127,200	\$0	\$0	\$0	\$0	\$127,200
Locations:	Creekside High School, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, SAINT AUGUSTINE SENIOR HIGH, W DOUGLAS HARTLEY ELEMENTARY					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$1,189,705	\$495,000	\$300,000	\$350,000	\$500,000	\$2,834,705
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 ACADEMY, 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					
Maintenance/Repair	\$4,442,740	\$3,976,000	\$3,949,000	\$3,926,000	\$4,408,000	\$20,701,740
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 ACADEMY, 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:	\$11,145,355	\$5,641,000	\$5,944,000	\$6,091,000	\$6,333,000	\$35,154,355

PECO Maintenance Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
1.50 Mill Sub Total:	\$13,110,355	\$7,006,000	\$7,314,000	\$7,441,000	\$7,693,000	\$42,564,355

Other Items	2020 - 2021 Actual Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total
Ceiling & Light Replacement Pgm	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
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 ACADEMY, 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					

st Dept Equipment Pgm	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$400,000
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 ACADEMY, 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	\$240,000	\$240,000	\$240,000	\$240,000	\$240,000	\$1,200,000
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 ACADEMY, 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	\$1,050,000	\$300,000	\$300,000	\$300,000	\$300,000	\$2,250,000
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 ACADEMY, 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 ACADEMY, 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 ACADEMY, 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 ACADEMY, 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	\$50,000	\$55,000	\$35,000	\$45,000	\$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 ACADEMY, 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 ACADEMY, 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 ACADEMY, 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:	\$13,110,355	\$7,006,000	\$7,314,000	\$7,441,000	\$7,693,000	\$42,564,355
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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	2020 - 2021 Actual Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$13,110,355	\$7,006,000	\$7,314,000	\$7,441,000	\$7,693,000	\$42,564,355
Maintenance/Repair Salaries	\$1,892,030	\$2,000,000	\$2,100,000	\$2,200,000	\$2,300,000	\$10,492,030
School Bus Purchases	\$4,978,700	\$4,030,386	\$4,030,386	\$4,530,386	\$4,530,386	\$22,100,244
Other Vehicle Purchases	\$88,000	\$60,000	\$60,000	\$60,000	\$60,000	\$328,000
Capital Outlay Equipment	\$900,000	\$910,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,810,000
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
COP Debt Service	\$16,078,773	\$16,270,314	\$15,842,314	\$15,405,564	\$14,979,564	\$78,576,529
Rent/Lease Relocatables	\$3,448,596	\$2,500,000	\$2,000,000	\$1,500,000	\$1,000,000	\$10,448,596
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0
s.1011.14 Debt Service	\$3,287,741	\$3,287,349	\$3,286,787	\$3,286,787	\$3,286,787	\$16,435,451
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	\$0	\$19,163	\$19,163	\$19,163	\$19,163	\$76,652
Technology Plan	\$1,896,483	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$13,896,483
AED Replacement Program	\$0	\$60,000	\$60,000	\$60,000	\$60,000	\$240,000
School Based Maintenance	\$756,500	\$800,000	\$850,000	\$900,000	\$950,000	\$4,256,500
Inspections & Repairs	\$175,000	\$200,000	\$200,000	\$200,000	\$200,000	\$975,000
Transportation Technology	\$27,870	\$0	\$0	\$0	\$0	\$27,870
Rapid Credentialing Grant Match	\$54,446	\$0	\$0	\$0	\$0	\$54,446
Districtwide Other Projects	\$1,801,287	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,801,287
Local Expenditure Totals:	\$48,824,293	\$41,643,212	\$41,262,650	\$41,102,900	\$40,578,900	\$213,411,955

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	2020 - 2021 Actual Value	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total
(1) Non-exempt property assessed valuation		\$34,114,092,651	\$38,011,083,993	\$40,433,657,940	\$43,002,046,471	\$45,800,108,095	\$201,360,989,150
(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		\$57,311,676	\$63,858,621	\$67,928,545	\$72,243,438	\$76,944,182	\$338,286,462
(4) Value of the portion of the 1.50-Mill ACTUALLY levied	370	\$49,124,293	\$54,735,961	\$58,224,467	\$61,922,947	\$65,952,156	\$289,959,824
(5) Difference of lines (3) and (4)		\$8,187,383	\$9,122,660	\$9,704,078	\$10,320,491	\$10,992,026	\$48,326,638

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	2020 - 2021 Actual Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 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	2020 - 2021 Actual Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$1,274,713	\$1,274,713	\$1,274,713	\$1,274,713	\$1,274,713	\$6,373,565
CO & DS Interest on Undistributed CO	360	\$48,538	\$48,538	\$48,538	\$48,538	\$48,538	\$242,690
		\$1,323,251	\$1,323,251	\$1,323,251	\$1,323,251	\$1,323,251	\$6,616,255

Fair Share Revenue Source

Item	Fund	2020 - 2021 Actual Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total
All legally binding commitments for proportionate share mitigation of impacts of projects on school facilities must be included in the 5-year district work program.							
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	\$46,102	\$46,102
SCD 2014-15 Julington Lakes--Proportionate Share Mitigation Payment--Elementary, Middle and High School Student Stations		\$1,595,433	\$0	\$0	\$0	\$3,190,866	\$4,786,299
SCD 2014-1 Datil Pepper--Proportionate Share Mitigation Payment--High School Student Stations		\$376,256	\$0	\$0	\$0	\$0	\$376,256

SCD 2014-19 Stone Creek Landing-- Proportionate Share Mitigation Payment-- Elementary, Middle and High School Student Stations	\$254,807	\$0	\$0	\$0	\$509,612	\$764,419
Ashford Mills DRI (Shearwater)-- Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$13,202,385	\$13,202,385
Bartram Park DRI --Elementary, Middle and High School Student Stations	\$2,443,852	\$0	\$0	\$0	\$4,887,690	\$7,331,542
Twin Creeks DRI--Elementary, Middle and High School Student Stations	\$2,923,204	\$0	\$0	\$0	\$5,846,400	\$8,769,604
SCDMOD 2014-1 Oxford Estates II-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$210,420	\$0	\$0	\$0	\$370,746	\$581,166
SCD 2015-10 Bannan Lakes-- Proportionate Share Mitigation Payment-- High School Student Stations	\$1,189,698	\$0	\$0	\$0	\$0	\$1,189,698
SCD 2015-19 Villages of Valencia-- Proportionate Share Mitigation Payment-- High School Student Stations	\$166,549	\$0	\$0	\$0	\$0	\$166,549
SCD 2016-1 Oxford Estates IV-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$278,850	\$0	\$0	\$0	\$278,850	\$557,700
SCD 2016-9 Tomoka Pines-- Proportionate Share Mitigation Payment-- High School Student Stations	\$232,371	\$0	\$0	\$0	\$0	\$232,371
SCD 2016-4 Wards Creek PUD-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$370,614	\$0	\$0	\$0	\$370,613	\$741,227
SCD 2016-2 Lakes at Mill Creek Plantation PUD--Proportionate Share Mitigation Payment--Middle and High School Student Stations	\$309,837	\$0	\$0	\$0	\$309,837	\$619,674
SCD 2016-12 Durbin Creek Estates-- Proportionate Share Mitigation Payment-- Elementary, Middle and High School Student Stations	\$958,232	\$0	\$0	\$0	\$1,916,464	\$2,874,696
SCD 2016-5 Dolphin Cove--Proportionate Share Mitigation Payment--High School Student Stations	\$27,847	\$0	\$0	\$0	\$0	\$27,847
SCD 2016-3 Worthington Estates PUD-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$492,765	\$0	\$0	\$0	\$492,765	\$985,530
SCD 2016-19 Windsong Acres-- Proportionate Share Mitigation Payment-- High School Student Stations	\$45,233	\$0	\$0	\$0	\$0	\$45,233
SCD 2017-7 Antigua Apartments-- Proportionate Share Mitigation Payment-- High School Student Stations	\$223,078	\$0	\$0	\$0	\$223,078	\$446,156
SCD 2015-7 Terra Pines--Proportionate Share Mitigation Payment--High School Student Stations	\$69,342	\$0	\$0	\$0	\$0	\$69,342
SCD 2017-20 Southaven PUD 2-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$37,158	\$0	\$0	\$0	\$37,158	\$74,316
SCD 2018-8 SR 207 & Lightsey Road Apartments --Proportionate Share Mitigation Payment--Middle and High School Student Stations	\$233,735	\$0	\$0	\$0	\$233,735	\$467,470
SCD 2018-20 Vilano Subdivision-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$2,616	\$0	\$0	\$0	\$2,616	\$5,231

SCD 2018-18 2884 N. Fourth Street- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$8,334	\$0	\$0	\$0	\$8,334	\$16,668
Interest: Elementary, Middle and High	\$0	\$0	\$0	\$0	\$1,720,523	\$1,720,523
SCD 2019-10 Mill Creek Forest PUD- Proportionate Share Mitigation Payment-- Elementary, Middle and High School Student Stations	\$387,232	\$0	\$0	\$0	\$774,463	\$1,161,695
SCD 2018-16 JCI Land - Middlebourne PUD -- Proportionate Share Mitigation Payment-- Elementary, Middle and High School Student Stations	\$870,927	\$0	\$0	\$0	\$1,741,854	\$2,612,781
SCD 2018-17 Grand Oaks - Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$990,329	\$0	\$0	\$0	\$990,328	\$1,980,657
SCD 2019-14 Minorcan Mill PUD- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$491,769	\$0	\$0	\$0	\$491,769	\$983,538
SCD 2020-2 Sandy Creek PUD- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$33,483	\$0	\$0	\$0	\$33,484	\$66,967
SCD 2017-16 Rock Springs Farms- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$130,476	\$0	\$0	\$0	\$130,476	\$260,952
SCD 2018-11 North Creek PUD- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$164,529	\$0	\$0	\$0	\$164,529	\$329,058
SCD 2018-7 Morgan's Cove- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$191,542	\$0	\$0	\$0	\$191,542	\$383,084
SCD 2018-6 Southwind Plantation- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$9,981	\$0	\$0	\$0	\$9,981	\$19,962
SCD 2014-12 The Landing at St Augustine Ph 1-Proportionate Share Mitigation Payment--High School Student Stations	\$37,179	\$0	\$0	\$0	\$0	\$37,179
SCD 2019-2 The Landing at St. Augustine Ph 2-Proportionate Share Mitigation Payment--Middle and High School Student Stations	\$250,800	\$0	\$0	\$0	\$250,800	\$501,600
SCD 2014-11 Hilltop at St. Augustine - Proportionate Share Mitigation Payment-- High School Student Stations	\$182,545	\$0	\$0	\$0	\$0	\$182,545
SCD 2014-7 Lakes of Ponte Vedra- Proportionate Share Mitigation Payment-- High School Student Stations	\$21,965	\$0	\$0	\$0	\$0	\$21,965
SCD 2015-2 Possum Trot - Proportionate Share Mitigation Payment--High School Student Stations	\$3,620	\$0	\$0	\$0	\$0	\$3,620
SCD 2019-9 Sebastian Cove Ph 2 - Proportionate Share Mitigation Payment-- High School Student Stations	\$98,533	\$0	\$0	\$0	\$0	\$98,533
SCD 2016-8 Coastal Village- Proportionate Share Mitigation Payment-- High School Student Stations	\$8,140	\$0	\$0	\$0	\$0	\$8,140
SCD 2014 12 East San Sebastian- Proportionate Share Mitigation Payment-- High School Student Stations	\$375,921	\$0	\$0	\$0	\$0	\$375,921
SCD 2016-11 Arbor Mill at Mill Creek -- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$359,569	\$0	\$0	\$0	\$359,569	\$719,138

2015-4 Cartwheel Bay -- Proportionate Share Mitigation Payment-- Elementary, Middle and High School Student Stations	\$126	\$0	\$0	\$0	\$0	\$126
	\$17,058,897	\$0	\$0	\$0	\$38,786,569	\$55,845,466

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or 1/2-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2019 - 2020?

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	2020 - 2021 Actual Value	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total
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	\$9,056,192	\$9,056,192	\$9,056,192	\$9,056,192	\$9,056,192	\$45,280,960
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificales of Participation (COP's) Sale	\$55,000,000	\$0	\$0	\$0	\$0	\$55,000,000
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	\$247,924,558	\$0	\$0	\$0	\$0	\$247,924,558
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	(\$111,906,706)	\$0	\$0	\$0	\$0	(\$111,906,706)
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	\$0	\$0	\$0	\$0	\$0	\$0
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
Subtotal	\$212,224,044	\$21,206,192	\$21,206,192	\$21,206,192	\$21,206,192	\$297,048,812

Total Revenue Summary

Item Name	2020 - 2021 Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$49,124,293	\$54,735,961	\$58,224,467	\$61,922,947	\$65,952,156	\$289,959,824
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$48,824,293)	(\$41,643,212)	(\$41,262,650)	(\$41,102,900)	(\$40,578,900)	(\$213,411,955)
PECO Maintenance Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Available 1.50 Mill for New Construction	\$300,000	\$13,092,749	\$16,961,817	\$20,820,047	\$25,373,266	\$76,547,869

Item Name	2020 - 2021 Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Five Year Total
CO & DS Revenue	\$1,323,251	\$1,323,251	\$1,323,251	\$1,323,251	\$1,323,251	\$6,816,255
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$229,282,941	\$21,206,192	\$21,206,192	\$21,206,192	\$59,992,761	\$352,894,278
Total Additional Revenue	\$230,606,192	\$22,529,443	\$22,529,443	\$22,529,443	\$61,316,012	\$359,510,533

Total Available Revenue \$230,906,192 \$35,622,192 \$39,491,260 \$43,349,490 \$86,689,268 \$436,058,402

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		2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	Total	Funded
New High School HHH	Location not specified	Planned Cost:	\$80,000,000	\$0	\$0	\$0	\$0	\$80,000,000	Yes
		Student Stations:	2,134	0	0	0	0	2,134	
		Total Classrooms:	86	0	0	0	0	86	
		Gross Sq Ft:	230,000	0	0	0	0	230,000	

Planned Cost:	\$80,000,000	\$0	\$0	\$0	\$0	\$80,000,000
Student Stations:	2,134	0	0	0	0	2,134
Total Classrooms:	86	0	0	0	0	86
Gross Sq Ft:	230,000	0	0	0	0	230,000

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2020 - 2021 Actual Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total	Funded
SREF	Location not specified	\$25,000	\$75,000	\$75,000	\$75,000	\$0	\$250,000	Yes
Districtwide Maintenance Program: Add'l Capital Projects	Location not specified	\$0	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$32,000,000	Yes
Upgrade and New Relocatables	Location not specified	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	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	\$429,683	\$5,000,000	\$5,000,000	\$5,000,000	\$467,210	\$16,806,893	Yes
Half-Cent Sales Surtax Classroom Technology	Location not specified	\$3,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$11,000,000	Yes
Half-Cent Sales Surtax Security Cameras & Access Controls	Location not specified	\$400,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,400,000	Yes
Half-Cent Sales Surtax Maintenance School Security Improvements	Location not specified	\$532,759	\$500,000	\$500,000	\$500,000	\$500,000	\$2,532,759	Yes
Half-Cent Sales Surtax GPS System for Buses	Location not specified	\$115,000	\$115,000	\$115,000	\$115,000	\$115,000	\$575,000	Yes

Half-Cent Sales Surtax Technology Improvements: Replacement Computers & CR Equipment	Location not specified	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000	Yes
Half-Cent Sales Surtax Security Improvements	Location not specified	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	Yes
Half-Cent Sales Surtax Maintaining Facilities	Location not specified	\$0	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$12,000,000	Yes
Districtwide Other Projects	Location not specified	\$65,000	\$0	\$0	\$0	\$0	\$65,000	Yes
Half-Cent Sales Surtax Roof Replacement (Phase 1)	OSCEOLA ELEMENTARY	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000	Yes
Half-Cent Sales Surtax Roof Replacement (Phase 2)	ALICE B LANDRUM MIDDLE	\$950,000	\$0	\$0	\$0	\$0	\$950,000	Yes
Media Center Renovations	WEBSTER ELEMENTARY	\$300,000	\$0	\$0	\$0	\$0	\$300,000	Yes
Building K-12 CTE Infrastructure (CARES Act) Grant Match	Location not specified	\$28,750	\$0	\$0	\$0	\$0	\$28,750	Yes
Half-Cent Sales Surtax Technology Improvements: Teacher & Student Instructional Devices	Location not specified	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000	Yes
		\$10,906,192	\$23,190,000	\$23,190,000	\$23,190,000	\$18,582,210	\$99,058,402	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Project Description	Location	Num Classrooms	2020 - 2021 Actual Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total	Funded
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	\$5,000,000	\$5,000,000	Yes
K-8 School NN	Location not specified	73	\$11,000,000	\$12,432,192	\$16,301,260	\$9,266,548	\$0	\$49,000,000	Yes
High School III	Location not specified	86	\$80,000,000	\$0	\$0	\$0	\$0	\$80,000,000	Yes
K-8 School OO	Location not specified	73	\$0	\$0	\$0	\$0	\$49,000,000	\$49,000,000	Yes
Elementary School N	Location not specified	44	\$0	\$0	\$0	\$10,892,942	\$14,107,058	\$25,000,000	Yes
		357	\$140,000,000	\$12,432,192	\$16,301,260	\$20,159,490	\$68,107,058	\$257,000,000	

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	2020 - 2021 Salls. Stu. Sta.	Actual 2020 - 2021 FISH Capacity	Actual 2019 - 2020 COFTE	# Class Rooms	Actual Average 2020 - 2021 Class Size	Actual 2020 - 2021 Utilization	New Stu Capacity	New Rooms to be Added/Re- moved	Projected 2024 - 2025 COFTE	Projected 2024 - 2025 Utilization	Projected 2024 - 2025 Class Size
CROOKSHANK ELEMENTARY	1,006	1,006	769	54	14	76.00 %	0	0	1,006	100.00 %	19
EVELYN HAMBLIN EDUCATION CENTER	511	511	142	23	6	28.00 %	0	0	150	29.00 %	7
KETTERLINUS ELEMENTARY	485	485	419	26	16	86.00 %	0	0	485	100.00 %	19
PONTE VEDRA-PALM VALLEY ELEMENTARY	648	648	468	36	13	72.00 %	-54	-3	594	100.00 %	18
R B HUNT ELEMENTARY	699	699	615	37	17	88.00 %	0	0	699	100.00 %	19
Palencia Elementary School	875	875	873	47	19	100.00 %	-152	-6	723	100.00 %	18
Patriot Oaks Academy	1,636	1,472	1,385	74	19	94.00 %	-348	-21	1,124	100.00 %	21
Valley Ridge Academy	1,750	1,575	1,355	79	17	86.00 %	-462	-21	1,113	100.00 %	19
PICOLATA CROSSING ELEMENTARY	829	829	757	44	17	91.00 %	0	0	829	100.00 %	19
EDOM CROSSING ADEMY	2,077	1,869	1,493	97	15	80.00 %	-436	-20	1,433	100.00 %	19
PALM VALLEY ACADEMY	2,495	2,245	1,865	117	16	83.00 %	-876	-40	1,433	105.00 %	19
Wards Creek Elementary	984	984	695	52	13	71.00 %	-224	-12	760	100.00 %	19
Pacetti Bay Middle School	1,754	1,578	1,364	74	18	86.00 %	-528	-26	1,050	100.00 %	22
Creekside High School	2,343	2,225	2,131	91	23	96.00 %	-650	-20	1,575	100.00 %	22
Ponte Vedra High School	1,743	1,655	1,745	74	24	105.00 %	-100	-4	1,555	100.00 %	22
Liberty Pines Academy	1,894	1,704	1,525	85	18	89.00 %	-168	-8	1,536	100.00 %	20
BARTRAM TRAIL SENIOR HIGH	2,671	2,537	2,684	108	25	106.00 %	-618	-26	1,919	100.00 %	23
FRUIT COVE MIDDLE	1,478	1,330	1,303	64	20	98.00 %	-286	-13	1,044	100.00 %	20
DURBIN CREEK ELEMENTARY	1,074	1,074	870	55	16	81.00 %	-216	-12	858	100.00 %	20
TIMBERLIN CREEK ELEMENTARY	1,138	1,138	1,030	61	17	90.00 %	-378	-18	760	100.00 %	18
SOUTH WOODS ELEMENTARY	850	850	658	45	15	77.00 %	-216	-12	634	100.00 %	19
HICKORY CREEK ELEMENTARY	796	796	753	42	18	95.00 %	-36	-2	760	100.00 %	19
CUNNINGHAM CREEK ELEMENTARY	806	806	611	41	15	76.00 %	-180	-8	646	100.00 %	20
GAMBLE ROGERS MIDDLE	1,005	904	918	47	20	101.00 %	0	0	904	100.00 %	19
OCEAN PALMS MENTARY	865	865	611	46	13	71.00 %	-198	-11	667	100.00 %	19

PEDRO MENENDEZ SENIOR HIGH	1,532	1,455	1,290	62	21	89.00 %	0	0	1,455	100.00 %	
MARJORIE KINNAN RAWLINGS ELEMENTARY	739	739	545	37	15	74.00 %	0	0	739	100.00 %	20
OTIS A MASON ELEMENTARY	695	695	661	37	18	95.00 %	-36	-2	659	100.00 %	19
W DOUGLAS HARTLEY ELEMENTARY	729	729	592	40	15	81.00 %	0	0	729	100.00 %	18
SEBASTIAN MIDDLE	906	815	746	44	17	92.00 %	0	0	815	100.00 %	19
ALICE B LANDRUM MIDDLE	1,290	1,161	1,177	59	20	101.00 %	-238	-11	923	100.00 %	19
SWITZERLAND POINT MIDDLE	1,185	1,066	1,284	55	23	120.00 %	-172	-8	894	100.00 %	19
OSCEOLA ELEMENTARY	856	856	636	46	14	74.00 %	0	0	856	100.00 %	19
MILL CREEK ACADEMY	1,679	1,679	1,265	76	17	75.00 %	0	0	1,679	100.00 %	22
MURRAY MIDDLE	1,093	983	720	49	15	73.00 %	0	0	983	100.00 %	20
SAINT AUGUSTINE SENIOR HIGH	1,901	1,805	1,737	79	22	96.00 %	0	0	1,805	100.00 %	23
WEBSTER ELEMENTARY	977	977	450	57	8	46.00 %	-18	-1	959	100.00 %	17
FIRST COAST TECHNICAL INSTITUTE	1,628	1,953	314	88	4	16.00 %	0	0	350	18.00 %	4
JULINGTON CREEK ELEMENTARY	1,172	1,172	985	63	16	84.00 %	-144	-6	1,028	100.00 %	18
ALLEN D NEASE SENIOR HIGH	3,059	2,906	2,702	123	22	93.00 %	-775	-33	2,131	100.00 %	24
	51,853	49,651	42,142	2,434	17	84.88 %	-7,489	-344	40,262	95.49 %	

The COFTE Projected Total (40,262) for 2024 - 2025 must match the Official Forecasted COFTE Total (49,158) for 2024 - 2025 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 2024 - 2025	
Elementary (PK-3)	13,912
Middle (4-8)	19,927
High (9-12)	15,320
	49,158

Grade Level Type	Balanced Projected COFTE for 2024 - 2025
Elementary (PK-3)	2,004
Middle (4-8)	2,505
High (9-12)	4,388
	49,159

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	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	Year 5 Total
PONTE VEDRA-PALM VALLEY ELEMENTARY	0	0	0	0	3	3

BSTER ELEMENTARY	1	0	0	0	0	1
JULINGTON CREEK ELEMENTARY	0	2	0	0	6	8
ALLEN D NEASE SENIOR HIGH	0	25	8	0	0	33
ALICE B LANDRUM MIDDLE	0	0	0	0	11	11
SWITZERLAND POINT MIDDLE	0	0	0	0	8	8
OTIS A MASON ELEMENTARY	0	0	0	0	2	2
CUNNINGHAM CREEK ELEMENTARY	0	0	0	0	8	8
OCEAN PALMS ELEMENTARY	0	0	0	0	11	11
BARTRAM TRAIL SENIOR HIGH	0	0	18	8	0	26
FRUIT COVE MIDDLE	0	0	0	0	13	13
DURBIN CREEK ELEMENTARY	0	0	0	0	12	12
TIMBERLIN CREEK ELEMENTARY	0	0	0	0	18	18
SOUTH WOODS ELEMENTARY	0	0	0	0	12	12
HICKORY CREEK ELEMENTARY	0	0	0	0	2	2
Wards Creek Elementary	0	0	0	0	12	12
Pacetti Bay Middle School	0	0	0	0	26	26
Creekside High School	0	0	0	0	28	28
Ponte Vedra High School	0	0	0	0	4	4
Early Pines Academy	0	0	0	0	8	8
Palencia Elementary School	0	0	0	0	6	6
Patriot Oaks Academy	0	0	0	0	17	17
Valley Ridge Academy	0	6	0	0	15	21
FREEDOM CROSSING ACADEMY	0	0	0	0	20	20
PALM VALLEY ACADEMY	0	28	12	0	0	40
Total Relocatable Replacements:	1	61	38	8	242	350

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 2024 - 2025
Therapeutic Learning Center (TLC); PK; 2101 ARC Drive St. Augustine, FL 32084	2	PRIVATE	2000	20	14	4	36
St. Johns Community Campus; ESE Ages 18-22; 62 Cuna Street, St. Augustine, FL 32084	4	PRIVATE	2010	30	40	4	100

St. Augustine Public Montessori; Grades 1-6; 7A Williams St., St. Augustine, FL, 32084	7	PRIVATE	2012	130	116	1	*
	13			180	170		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
MILL CREEK ACADEMY	Co-Teaching	1	0	0	0	0	1
OTIS A MASON ELEMENTARY	Co-Teaching	5	0	0	0	0	5
OSCEOLA ELEMENTARY	Co-Teaching	3	0	0	0	0	3
JULINGTON CREEK ELEMENTARY	Co-Teaching	1	0	0	0	0	1
W DOUGLAS HARTLEY ELEMENTARY	Co-Teaching	4	0	0	0	0	4
KETTERLINUS ELEMENTARY	Co-Teaching	2	1	0	0	0	3
PONTE VEDRA-PALM VALLEY ELEMENTARY	Co-Teaching	5	0	0	0	0	
TIMBERLIN CREEK ELEMENTARY	Co-Teaching	0	12	0	0	0	12
SOUTH WOODS ELEMENTARY	Co-Teaching	1	4	0	0	0	5
HICKORY CREEK ELEMENTARY	Co-Teaching	5	1	0	0	0	6
PEDRO MENENDEZ SENIOR HIGH	Co-Teaching	0	0	2	0	0	2
FRUIT COVE MIDDLE	Co-Teaching	0	1	0	0	0	1
DURBIN CREEK ELEMENTARY	Co-Teaching	1	0	0	0	0	1
CUNNINGHAM CREEK ELEMENTARY	Co-Teaching	0	1	0	0	0	1
GAMBLE ROGERS MIDDLE	Co-Teaching	0	16	0	0	0	16
OCEAN PALMS ELEMENTARY	Co-Teaching	0	1	0	0	0	1
Liberty Pines Academy	Co-Teaching	2	6	0	0	0	8
Palencia Elementary School	Co-Teaching	0	2	0	0	0	2
Patriot Oaks Academy	Co-Teaching	1	1	0	0	0	2
Valley Ridge Academy	Co-Teaching	1	2	0	0	0	3
PICOLATA CROSSING ELEMENTARY	Co-Teaching	6	0	0	0	0	6
PALM VALLEY ACADEMY	Co-Teaching	11	0	0	0	0	11

EDOM CROSSING ACADEMY	Co-Teaching	3	0	0	0	0	3
Total Co-Teaching Classrooms:		52	48	2	0	0	102

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).

New High School HHH: Water and Sewer line extensions and road improvements for access.

New 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).

New High School HHH: International Golf Parkway.

New K-8 School MM: Pine Island Road

New High School III: Beachwalk Blvd

New K-8 School NN: Undetermined location.

Elementary Expansion at Existing 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 2019 - 2020 fiscal year.					List the net new classrooms to be added in the 2020 - 2021 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 2020 - 2021 should match totals in Section 15A.			
Location	2019 - 2020 # Permanent	2019 - 2020 # Modular	2019 - 2020 # Relocatable	2019 - 2020 Total	2020 - 2021 # Permanent	2020 - 2021 # Modular	2020 - 2021 # Relocatable	2020 - 2021 Total
Elementary (PK-3)	0	0	30	30	0	0	0	0
Middle (4-8)	20	0	30	50	0	0	0	0
High (9-12)	0	0	14	14	86	0	0	86
	20	0	74	94	86	0	0	86

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	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	5 Year Average
OSCEOLA ELEMENTARY	108	108	108	108	108	108
Liberty Pines Academy	168	168	168	168	0	134
Palencia Elementary School	152	152	152	152	0	122
Patriot Oaks Academy	348	348	348	348	0	278
Valley Ridge Academy	462	462	462	462	0	370
PICOLATA CROSSING ELEMENTARY	0	0	0	0	0	0
PALM VALLEY ACADEMY	876	216	0	0	0	218
FREEDOM CROSSING ACADEMY	436	436	436	436	0	349
MILL CREEK ACADEMY	80	80	80	80	80	80
MARJORIE KINNAN RAWLINGS ELEMENTARY	0	0	0	0	0	0
OTIS A MASON ELEMENTARY	36	36	36	36	0	29
GUNNINGHAM 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	50	50
BARTRAM TRAIL SENIOR HIGH	618	618	200	0	0	287
FRUIT COVE MIDDLE	286	286	286	286	0	22
Creekside High School	650	650	650	650	0	520
Ponte Vedra High School	100	100	100	100	0	80
DURBIN CREEK ELEMENTARY	216	216	216	216	0	173
Wards Creek Elementary	224	224	224	224	0	179
Pacetti Bay Middle School	528	528	528	528	0	422
TIMBERLIN CREEK ELEMENTARY	378	378	378	378	0	302
SOUTH WOODS ELEMENTARY	216	216	216	216	0	173
HICKORY CREEK ELEMENTARY	36	36	36	36	0	29
CROOKSHANK ELEMENTARY	185	185	185	185	185	185
EVELYN HAMBLÉN EDUCATION CENTER	193	193	193	193	193	193
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	25	25	25	25
WEBSTER ELEMENTARY	18	0	0	0	0	4

T COAST TECHNICAL INSTITUTE	352	352	352	352	352	352
JULINGTON CREEK ELEMENTARY	144	144	144	144	0	115
ALLEN D NEASE SENIOR HIGH	775	200	0	0	0	195
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

Totals for ST JOHNS COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	8,626	7,373	6,539	6,339	1,137	6,003
Total number of COFTE students projected by year.	43,880	45,399	46,606	47,965	49,158	46,602
Percent in relocatables by year.	20 %	16 %	14 %	13 %	2 %	13 %

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 2020 - 2021	FISH Student Stations	Owner	# of Leased Classrooms 2024 - 2025	FISH Student Stations
L CREEK ACADEMY	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	25	618	Leased	0	0
DURBIN CREEK ELEMENTARY	12	216	Leased	0	0
TIMBERLIN CREEK ELEMENTARY	21	378	Leased	0	0
CROOKSHANK ELEMENTARY	10	185	Leased	10	185
EVELYN HAMBLÉN EDUCATION CENTER	0	0	Leased	10	193
R B HUNT ELEMENTARY	0	0	Leased	8	144
WEBSTER ELEMENTARY	1	18	Leased	0	0
JULINGTON CREEK ELEMENTARY	8	144	Leased	0	0
ALLEN D NEASE SENIOR HIGH	31	775	Leased	0	0
W DOUGLAS HARTLEY ELEMENTARY	0	0	Leased	0	0
ALICE B LANDRUM MIDDLE	11	238	Leased	0	0
OSCEOLA ELEMENTARY	6	108	Leased	6	108
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	10	248	Leased	10	248
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	2	50
SOUTH WOODS ELEMENTARY	12	216	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	8	168	Leased	0	0
FRUIT COVE MIDDLE	13	286	Leased	0	0
Palencia 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	40	876	Leased	0	0
FREEDOM CROSSING ACADEMY	0	0		0	0
	270	5,810		47	953

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 2019 - 2020 FISH Capacity	Actual 2019 - 2020 COFTE	Actual 2019 - 2020 Utilization	Actual 2020 - 2021 / 2028 - 2030 new Student Capacity to be added/removed	Projected 2029 - 2030 COFTE	Projected 2029 - 2030 Utilization
Elementary - District Totals	17,902	17,902	14,262.38	79.67 %	0	0	0.00 %

Middle - District Totals	18,563	16,702	15,133.23	90.61 %	0	0	0.00
High - District Totals	13,249	12,583	12,290.58	97.68 %	0	0	0.00 %
Other - ESE, etc	2,139	2,464	456.02	18.51 %	0	0	0.00 %
	51,853	49,651	42,142.21	84.88 %	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

chedule 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 2019 - 2020 FISH Capacity	Actual 2019 - 2020 COFTE	Actual 2019 - 2020 Utilization	Actual 2020 - 2021 / 2039 - 2040 new Student Capacity to be added/removed	Projected 2039 - 2040 COFTE	Projected 2039 - 2040 Utilization
Elementary - District Totals	17,902	17,902	14,262.38	79.67 %	0	0	0.00 %
Middle - District Totals	16,563	16,702	15,133.23	90.61 %	0	0	0.00 %
High - District Totals	13,249	12,583	12,290.58	97.68 %	0	0	0.00 %
Other - ESE, etc	2,139	2,464	456.02	18.51 %	0	0	0.00 %
	51,853	49,651	42,142.21	84.88 %	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.

MEMO

To: Max Royle, City Manager
From: Bonnie Miller, Executive Assistant
Subject: Ordinance No. 21-02
Date: Wednesday, January 20, 2021


Please be advised at its regular monthly meeting held Tuesday, January 19, 2021, the City of St. Augustine Beach Comprehensive Planning and Zoning Board voted unanimously to recommend the City Commission approve passage of Ordinance No. 21-02 on final reading.

~~Ordinance No. 21-02 adopts the St. Johns County School Board's Five-Year District~~
Facilities Work Plan by reference to the Capital Improvements Element of the City's Comprehensive Plan, along with other Capital Improvement Element projects pertaining to Hammock Dunes Park, Ocean Hammock Park, Elevated Dune Walkovers at Certain Beach Accesses, Stormwater Master Plan Updates, and Drainage Improvements to Ocean Walk Subdivision.

The motion to recommend the City Commission approve passage of Ordinance No. 21-02 on final reading was made by Ms.Odom, seconded by Mr. Tisdall, and passed 6-0 by the Board by unanimous voice-vote.

MEMORANDUM

TO: Commissioner England
Commissioner George
Commissioner Samora
Commissioner Rumrell
Commissioner Torres

FROM: Max Royle, City Manager 

DATE: February 2, 2021

SUBJECT: Ordinance 21-03, Public Hearing and Final Reading, to Vacate Alley between 13th and 14th Streets, West of A1A Beach Boulevard

INTRODUCTION

As noted above, the alley requested for vacation is on the west side of the Boulevard between 13th and 14th Streets. The alley begins on the west side of the A1A Beach Boulevard right-of-way, goes through the newly renovated Beachside Diner property, and ends at the east boundary of the Ocean Woods subdivision. It goes through two older subdivisions: Atlantic Beach and Minorca. The majority of the adjacent property owners have requested that the alley be vacated.

The Comprehensive Planning and Zoning Board reviewed the application at its November 17, 2020, meeting, and by a 7-0 vote recommended that the alley be vacated subject to the condition that "the preservation of the functionality of the drainage and utility easement be unimpeded in the vacated alley".

You held a public hearing on the request to vacate the alley at your January 4, 2021 meeting. Attached as pages 1-2 are the minutes of that part of your January meeting when you approved the City vacating the alley.

The City Attorney prepared an ordinance, which is attached as pages 3-5.

You passed this ordinance on first reading at your February 1st meeting.

ACTION REQUESTED

It is that you hold the public hearing and adopt Ordinance 21-03 on its second and final reading.

X. PUBLIC HEARINGS

1. Request to Vacate Alley on the West Side of A1A Beach Boulevard between 13th and 14th Streets (Adjoining Lots 22-27, Minorca Subdivision, and Lots 65-67, 78-79, Atlantic Beach Subdivision) (Presenter: Brian Law, Building Official)

Mayor England introduced Item 1 and asked Building Official Law for a staff report.

Building Official Law advised that this is an alley between 13th and 14th Streets and is landlocked on the western side that abuts two other addresses and stops. It also goes to the Boulevard to the eastern side through the Beachside Café's parking lot. There are several utility poles that provide transformers so Florida Power and Light would need to have access. Florida Power and Light has asked for three utility easements assigned to FPL if vacating the alleyway is passed. He commented that there was a one-month delay while staff tried to get in touch with FPL. No department has any objection to this, and the Comprehensive Planning and Zoning Board voted unanimously for vacating the alleyway, but they want the preservation of the pump station to continue the functionality of the drainage and utilities be unimpeded in the vacated alley. He pointed out that this is not a drainage easement and as of now it is an alley that is being vacated and is not plotted as a drainage easement. He commented that there was one resident who did not sign the petition, so there is a majority who want the alley to be vacated. He remarked that no permanent structures are allowed in a vacated alley.

Commissioner George asked if there were other alleys that were vacated that the drainage functionality has been impeded.

Building Official Law advised no.

Commissioner George asked if an alleyway is not plotted as a drainage easement, is that a valid restriction.

City Attorney Taylor advised that since the City is vacating the alleyway, the City could put any restrictions that the Commission wants to put on it.

Building Official Law advised the Commission could put a utility easement in as they see fit, which the City Attorney could draft. He advised that technology could change over the years and the important aspect is to not allow permanent structures such as pools, masonry fences, etc. in the alleyway. He explained that this alleyway was not a drainage easement, and this had a lengthy debate at the Comprehensive Planning and Zoning meeting.

Vice Mayor Samora asked if the City can make this a utility easement and a drainage easement.

Building Official Law said that the City can do whatever they want because it is the City's property that is being lent to the residents. He suggested not having alleyways tailored specifically because technology change and improvements.

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

Sonia Kulyk, 114 13th Street, St. Augustine Beach, FL, advised the confusion might be because of the drainage. She then read a letter, Exhibit 4. She requested not to allow the vacating of the alleyway.

Mayor England closed the Public Hearing and advised this alley has no egress or ingress, but she is sensitive to the drainage issue, especially when there are drainage issues. She asked if there was a list of areas where there are drainage issues.

Public Works Director Tredik explained that the Vulnerability Study would not focus on this issue, but on sea level raise and storm surge. He explained in this neighborhood the houses to the west do not have a right-of-way and there are only a couple of houses and the Beachside Diner that have the alley and he was not aware of any differences from other backyards around the City. He explained that he was not aware of any flooding or house damage in that area. He suggested to put a drainage element to the easement to protect the neighbors from each other. He commented that this alleyway is not maintained by the City and neighbors do fill in areas sometimes, which the City is unaware of. He suggested to make sure that the drainage is not impeded.

Mayor England advised that there has been all over the City more sea level rise this past year and the Commission needs to think more about what is happening.

Commissioner George asked if language should be done to address drainage in the motion, such as moving of the earth, which would deviate the flow of water or having a municipal use easement.

City Attorney Taylor suggested using the municipal use easement.

Discussion ensued regarding whether to stipulate not to use fill to each property line due to drainage issues.

Public Works Director Tredik advised that he liked to preserve the drainage patterns. He suggested language that the existing drainage patterns should be preserved.

Commissioner Torres agreed with the existing drainage patterns being preserved.

Building Official Law suggested language to read "including but not limiting to preserving the natural drainage and functions of the adjacent properties."

Mayor England asked City Attorney Taylor to read the title of the ordinance.

City Attorney Taylor read the title of the ordinance.

Mayor England made a motion.

Motion: to approve vacating the alley on the west side of A1A Beach Boulevard between 13th and 14th Streets preserving the municipal use and utility easement to the City of St. Augustine Beach including but not limited to drainage property rights. **Moved by** Mayor England, **Seconded by** Commissioner George. Motion passed unanimously.

ORDINANCE NO. 21-03

AN ORDINANCE OF THE CITY OF SAINT AUGUSTINE BEACH, FLORIDA, MAKING FINDINGS OF FACT; VACATING A PORTION OF THE PUBLIC ALLEY LOCATED ON THE WEST SIDE OF A1A BEACH BOULEVARD BETWEEN 13TH AND 14TH STREETS ADJOINING LOTS 22-27, MINORCA SUBDIVISION, AND LOTS 65-67 AND 78-79, ATLANTIC BEACH SUBDIVISION, WITHIN THE CITY OF SAINT AUGUSTINE BEACH, FLORIDA; AUTHORIZING RECORDING OF A CERTIFIED COPY OF THIS ORDINANCE; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WITNESSETH:

WHEREAS, on January 4, 2021 the City of Saint Augustine Beach heard a request to vacate the Alley on the West Side of A1A Beach Boulevard between 13th and 14th Streets adjoining lots 2-17, Minorca Subdivision, and lots 65-67 and 78-79, Atlantic Beach Subdivision.

WHEREAS, the City Commission finds that it is in the best interests of the citizens of Saint Augustine Beach, Florida that the alley on the West Side of A1A Beach Boulevard between 13th and 14th Streets adjoining lots 2-17, Minorca Subdivision, and lots 65-67 and 78-79, Atlantic Beach Subdivision be vacated, subject to the reservation of a public utility easement over the entire alley to be vacated;

NOW THEREFORE BE IT ORDAINED BY THE PEOPLE OF THE CITY OF SAINT AUGUSTINE BEACH:

SECTION 1. The foregoing recitals are incorporated as legislative findings of fact.

SECTION 2. The City Commission does hereby find that the alley on the West Side of A1A Beach Boulevard between 13th and 14th Streets adjoining lots 2-17, Minorca Subdivision, and lots 65-67 and 78-79, Atlantic Beach Subdivision, within the city limits of Saint Augustine Beach, Florida, as more particularly described and shown on Exhibit "A", attached hereto and made a part hereof, is hereby vacated, subject to the reservation by the City of Saint Augustine Beach of a public utility easement over the entire alley to be vacated.

SECTION 3. The City Clerk is authorized and directed to forward a certified copy of this Ordinance to the Clerk of the Circuit Court for recordation.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Saint Augustine Beach, Florida this ____ day of _____, 2021.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2020.

MAYOR

Published in the _____ on the ____ day of _____, 2020. Posted on www.staugbch.com on the ____ day of _____, 2020.



Map created with St Johns County's iMap

DISCLAIMER:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown herein.

Date Created: 1/20/2021





City of St. Augustine Beach Building and Zoning Department

TO: Max Royle, City Manager

FROM: Jennifer Thompson, Code Enforcement Officer

SUBJECT: Code Enforcement Board Members' Terms Ending

DATE: 2/18/2021

Code Enforcement Board members Kevin Sweeny and Marshall Schneider both have terms which are coming to an end April 1st, 2021. Both members have expressed that they would like to continue their service on the board and would like to be reappointed for another term.

Sincerely,

Jennifer Thompson

Jennifer Thompson
Code Enforcement Officer
jthompson@cityofsab.org

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTION 21- 04
DATE: 2/18/2021

The above referenced budget resolution is requested to modify the current Building Department budget in the amount of \$75,207.29. This adjustment will allow the Building Department to make improvements as listed on the attachment. These adjustments are being funded using the Building Department Carryover Funds from prior years and will not affect the reserves of the City.

Please let me know if more information is needed.

BUDGET RESOLUTION 21-04

**CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY**

**RE: TO AMEND THE FY2021
GENERAL FUND BUDGET**

The City Commission does hereby approve the transfer and appropriation from within the Fiscal Year 2020-2021 General Fund Budget as follows:

DECREASE: Account 001-381-700 (Transfer from Bldg Dept Carryover) in the amount of \$75,207.29 which will decrease the appropriation in this account to \$291,471.71.

INCREASE: Account 001-2400-524-6321 (Prot Inspections-Software) in the amount of \$13,025 which will increase the appropriation in this account to \$32,025.

INCREASE: Account 001-2400-524-6410 (Prot Inspections-Vehicles) in the amount of \$38,000 which will increase the appropriation in this account to \$38,000.

INCREASE: Account 001-2400-524-5280 (Prot Inspections-Computer Software Subscriptions) in the amount of \$1,694 which will increase the appropriation in this account to \$10,330.04.

INCREASE: Account 001-2400-524-5281 (Prot Inspections-Computer Equipment) in the amount of \$5,900 which will increase the appropriation in this account to \$5,900.

INCREASE: Account 001-2400-524-5230 (Prot Inspections-Small Tools & Equipment) in the amount of \$3,150 which will increase the appropriation in this account to \$4,150.

INCREASE: Account 001-2400-524-5210 (Prot Inspections-Uniforms) in the amount of \$255 which will increase the appropriation in this account to \$955.

INCREASE: Account 001-2400-524-4610 (Prot Inspections-Facility Maintenance) in the amount of \$13,183.29 which will increase the appropriation in this account to \$13,183.29.

RESOLVED AND DONE, this 1st day of March 2021 by the City Commission of the City of St Augustine Beach, St. Johns County, Florida.

Mayor – Commissioner

ATTEST:

City Manager

BUILDING DEPARTMENT

ITEM	QTY	COST	TOTAL
TOUCHLESS BATH FIXTURES			
10 LAVATORY FAUCETS	10	278.48	2,784.80
10 4" DECK PLATES	10	25.01	250.13
10 MIXING VALVES	10	34.12	341.23
11 WATER CLOSET FLUSH VALVES	11	369.78	4,067.57
2 URINAL FLUSH VALVES	2	369.78	739.56
TOUCHLESS BATH FIXTURES INSTALL	1	2,000.00	2,000.00
2 LASER FICHE USER LICENSES	2	847.00	1,694.00
EDMONDS GOV TECH			
RESIDENT SELF SERVICE APP	1	9,125.00	9,125.00
SUPPORT SERVICE FOR THE ESS AND HR	1	3,900.00	3,900.00
2021 FORD EXPLORER	1	38,000.00	38,000.00
FUJITSU fi-7160 desktop scanner	2	950.00	1,900.00
SHREDDER	1	750.00	750.00
DELL INTERACTIVE TOUCH MONITOR-C5518QT	1	2,500.00	2,500.00
FURNITURE FOR CODE ENFORCEMENT OFFICER OFFICE	1	1,700.00	1,700.00
CITY LOGO WINDBREAKERS	6	42.50	255.00
CONSTRUCTION OF A 6' TALL WALL	1	1,000.00	1,000.00
VARIOUS ELECTRICAL UPGRADES (OCC. SENSORS, PLUG RELOCATE)	1	2,000.00	2,000.00
ROOM SIGNS	1	700.00	700.00
DESKTOP COMPUTER	1	1,500.00	1,500.00
TOTAL			75,207.29

MEMORANDUM

TO: Max Royle, City Manager

FROM: William Tredik, P.E. Public Works Director

DATE: February 18, 2021

SUBJECT: RFQ 20-05: Ocean Walk Subdivision Drainage Improvements
Engineering Contract with Matthews Design Group for Ocean Walk
Drainage Assessment

BACKGROUND

Ocean Walk is an 18-acre subdivision built in the 1980s, consisting of 55 single family residential lots. The subdivision relies upon a non-functional "accreted-in" roadside swale system which drains Lee Drive to a single point, whereupon runoff is conveyed via a 24" pipe to the Mickler Boulevard drainage system. Due to the non-functional roadside swales, valleys at driveway aprons hold water for significant periods of time after a rainfall event. After reaching Mickler Boulevard, runoff travels via the new pipe south to 16th Street, where it continues both west (to a private pond on Old Beach Road) and south to the 11th Street canal. Both pathways converge at Lakeside Park, whereupon flow continues west under S.R. A1A to the Mizell Road pond, where natural processes remove nutrients prior to its discharge to the Matanzas River.

The western portion of Lee Drive is low-lying, with Lidar information indicating elevations as low as 4.0 NAVD. Heavy rains in early June 2020 and September 2020 led to localized significant street flooding on Lee Drive. Property owners assert that the street flooding in June was the most severe since Hurricane Matthew in 2016, and believe it was exacerbated by the installation of the new pipe along Mickler Boulevard.

After the street flooding in June 2020, Public Works developed a three-stage approach to improve the drainage in the Ocean Walk subdivision. The first stage was implemented immediately and included cleaning the downstream ditch system to improve stormwater conveyance. The second stage (interim) improvements are currently being undertaken and include installation of a backflow prevention device and a stormwater pump-out structure. The third stage of the improvements is the development of a long-term drainage solution for the Ocean Walk subdivision (the Project). The Project will be implemented in phases, including:

- Phase 1 – Drainage Analysis and Preliminary Engineering
- Phase 2 – Design and Permitting
- Phase 3 – Bidding and Construction

Phase 1 is currently included in the City's FY 2021 budget. Phases 2 and 3 are contingent upon future funding.

On October 5, 2020, the City Commission directed staff to advertise a Request for Qualifications (RFQ) to select a professional engineering consultant to assist the City with the Project. RFQ 20-05 was advertised On November 10, 2020 and submittals were received on December 8, 2020. The RFQ asked for qualifications for all three Project phases, though only Phase 1 is currently funded. Staff ranked Matthews Design Group as the highest ranked respondent. On January 4, 2021, the City Commission approved the respondent rankings and authorized staff to commence negotiations with Matthews Design Group.

Per the 287.055 Florida Statutes – Consultants Competitive Negotiation Act (CCNA) – an agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive and reasonable, negotiations with that firm must be formally terminated and the agency shall then undertake negotiations with the second most qualified firm.

DISCUSSION

Staff has negotiated a scope of work for Phase 1 of the Project, including:

- Topographic survey of Ocean Walk Subdivision as necessary to evaluate appropriate drainage solutions
- Gathering of available information and resources as well as site visits to verify and revise existing data based on historical changes.
- Stormwater modeling and evaluation of drainage options, with opinions of probable cost
- Public meeting and presentation of final report.

The cost of the above services – provided in Exhibit A to the draft consultant agreement – is a lump-sum fee of \$33,870. It is the opinion of staff that the above fee is fair, competitive, and reasonable, as specified by 287.055 Florida Statutes.

RECOMMENDATION

Authorize execution of an engineering agreement with Matthews Design Group for the Ocean Walk Drainage Assessment for a lump-sum fee of \$33,870

**AGREEMENT BETWEEN OWNER
AND OWNER'S CONSULTANT
FOR PROFESSIONAL SERVICES—
DESIGN PROJECT**

THIS IS AN AGREEMENT effective as of [] ("Effective Date") between City of St. Augustine Beach ("Owner") and Matthews Design Group, LLC ("Owner's Consultant").

Owner's Project, of which Owner's Consultant's services under this Agreement are a part, is generally identified as follows: Ocean Walk Drainage Assessment ("Project").

Designated Representatives. Owner and Owner's Consultant each hereby designates a specific individual to act as representative with respect to the performance of responsibilities under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the party that the individual represents.

1. Owner's Designated Representative: William Tredik, PE, Public Works Director / City Engineer
2. Owner's Consultant's Designated Representative: Rob A. Matthews III, PE, President

Owner and Owner's Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Owner intends to enter into future contracts with a designer and a contractor for the design and construction of the Project facilities and improvements identified above ("Future Contracts"). Owner hereby retains Owner's Consultant to provide professional services to Owner with respect to the Project, as a consultant and advisor to Owner. Owner's Consultant's services under this Agreement ("Consultant Services") are described in Exhibit A to this Agreement.
- B. Owner's Consultant shall complete the Consultant Services according to the Consultant Services Schedule included in Exhibit A. The Consultant Services Schedule contains schedule commitments of Owner as well as Owner's Consultant. If, through no fault of Owner's Consultant, the orderly and continuous progress of the Consultant Services is impaired, or the Consultant Services are delayed or suspended, then the Consultant Services Schedule, and the rates and amounts of Owner's Consultant's compensation, shall be adjusted equitably.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Owner's Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Owner's Consultant pursuant to this Agreement. Owner's Consultant may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

1.02 *Payment Procedures*

- A. *Invoices:* Owner's Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Owner's Consultant for Services and expenses within 30 days after receipt of Owner's Consultant's invoice, then (1) the amounts due Owner's Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Owner's Consultant may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Owner's Consultant has been paid in full all amounts due for Services, expenses, and other related charges. Owner waives any and all claims against Owner's Consultant for any such suspension.
- B. *Payment:* As compensation for Owner's Consultant providing or furnishing the Consultant Services, Owner shall pay Owner's Consultant as set forth in Paragraphs 1.02, 1.03, and 1.04. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Owner's Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

1.03 *Basis of Payment—Lump Sum*

- A. Owner shall pay Owner's Consultant as follows:
 - 1. A Lump Sum amount of \$33,870.00.
 - a. This fee includes reimbursable expenses for reproduction of up to three (3) reports and up to three (3) display boards for public meetings. Travel to and from site and City offices is also included. Any additional copies of reports will be provided per the attached fee schedule (Attachment 1).
- B. The portion of the compensation amount billed monthly for Consultant Services will be based upon Owner's Consultant's estimate of the percentage of the total Consultant Services actually completed during the billing period.

1.04 *Additional Services:* For Additional Services, Owner shall pay Owner's Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Owner's Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Owner's Consultant's subconsultants' charges, if any. Owner's Consultant's standard hourly rates are attached as Attachment 1.

1.05 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Owner's Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Owner's Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Owner's Consultant.
- B. Subject to the foregoing professional standard of care, in the performance of the Consultant Services the Owner's Consultant and its subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not

limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- C. Owner's Consultant shall maintain, through the term of this Agreement and the term of the Design-Build Contract between Owner and Designer, insurance in the following amounts:

Type	Category	Amount
General Liability	Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
	General Aggregate	\$2,000,000
Professional Liability	Each Claim Made	\$1,000,000
	Annual Aggregate	\$2,000,000
Automobile Liability	Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Employer's Liability	Bodily injury, each accident	\$2,000,000
	Bodily injury by disease, each employee	\$2,000,000
	Bodily injury/disease, aggregate	\$2,000,000
Excess or Umbrella	Each Occurrence	\$2,000,000
	General Aggregate	\$2,000,000
Workers' Compensation		Statutory

Owner shall be an additional insured under the commercial general liability policy. The additional insured endorsements required for commercial general liability policies shall include both ongoing operations and products and completed operations coverage, through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together), if such ISO forms are commercially available.

1. Combined limits of a specific liability policy and umbrella/excess policy may be met by primary policy alone, or by combinations of the primary policy and the umbrella/excess policy.
 2. Owner's Consultant shall provide certificates of insurance to Owner.
- D. Owner's Consultant acknowledges that after Owner's Consultant prepares and furnishes the Conceptual Documents to Owner under this Agreement, the Owner will provide the Conceptual Documents to a designer to be selected by Owner. Subject to the professional standard of care, Owner's Consultant shall remain responsible for the quality and technical accuracy of the Conceptual Documents (as prepared and furnished to Owner by Owner's Consultant) after their transfer to Designer, and Owner shall be entitled to rely on the quality and technical accuracy of such Conceptual Documents. Owner's Consultant may state any express limitations or reservations applicable to the content of the Conceptual Documents.
- E. Owner's Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Owner's Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or

used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Owner's Consultant shall not be responsible for the acts or omissions of any Constructor.

- F. Owner's Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- G. Owner's Consultant's opinions of probable Design Cost are to be made on the basis of Owner's Consultant's experience, qualifications, and general familiarity with design costs, design costs, and the construction industry. However, because Owner's Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over designers' or contractors' methods of determining prices, or over competitive bidding or market conditions, Owner's Consultant cannot and does not guarantee that proposals, bids, or actual Design Cost will not vary from opinions of probable construction cost prepared by Owner's Consultant. If Owner requires greater assurance as to probable Design Cost, then Owner agrees to obtain an independent cost estimate.
- H. Owner's Consultant shall not be responsible for any decision made regarding the administration of the Design Contract, or any application, interpretation, clarification, or modification of the Design Contract, other than those made by Owner's Consultant or its subconsultants.
- I. All documents prepared or furnished by Owner's Consultant are instruments of service, and Owner's Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner's Consultant grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner (including but not limited to furnishing the Conceptual Documents to a designer), subject to receipt by Owner's Consultant of full payment due and owing for all Consultant Services relating to preparation of the documents, and subject to the following provisions:
 - 1. Owner acknowledges that such documents (expressly including the Conceptual Documents, if any) are not intended or represented to be suitable for construction purposes on the Project until further developed and completed by a designer selected by Owner (and specifically by licensed engineering or other design professionals in compliance with Laws and Regulations).
 - 2. The limited license to Owner does not include the right to use the documents on other projects without the express consent of Owner's Consultant.
 - 3. Such documents are not suitable for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without development and completion by licensed engineering or other design professionals in compliance with Laws and Regulations;
 - 4. Any use or reuse of such documents other than as indicated in Paragraph 3.01.D above or elsewhere in this Agreement, or as permitted in this Paragraph 3.01.I, will be at Owner's sole risk and without liability or legal exposure to Owner's Consultant or to its officers, directors, members, partners, agents, employees, and subconsultants.

5. Owner shall indemnify and hold harmless Owner's Consultant and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, or modification of the documents.
6. The limited license to Owner shall not create any rights in third parties, except if so indicated in this Agreement.
- J. Owner and Owner's Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- K. To the fullest extent permitted by law, Owner and Owner's Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- L. The parties acknowledge that Consultant Services do not include any services related to unknown or undisclosed Constituents of Concern. If Owner's Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Owner's Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Consultant Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Consultant Services.
- M. Owner and Owner's Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- N. This Agreement is to be governed by the law of the state in which the Project is located.
- O. Consultant Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

1.06 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 1. For cause,
 - a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

- b. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 1.06.A.1.a if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 2. For convenience, by Owner effective upon Owner's Consultant's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 1.06, Owner's Consultant will be entitled to invoice Owner and to receive full payment for all Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Owner's Consultant's consultants' charges, if any.

1.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Owner's Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Owner's Consultant (and to the extent permitted by Paragraph 1.07.B the assigns of Owner and Owner's Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Owner's Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Owner's Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Owner's Consultant and not for the benefit of any other party.

1.08 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Owner's Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1.09 Definitions

- A. *Conceptual Documents*—Documents prepared by Owner's Consultant on behalf of Owner that describe Owner's goals and requirements for the design project, in graphic form or written text. They may include performance criteria or objectives; budgetary limitations; quality standards; space, capacity, flexibility, and expandability requirements; drawings and specifications; design objectives, constraints, and criteria; and other documents that show, describe, or define the character, scope, and intent of the Work to be performed or furnished by Designer.
- B. *Constructor*—Any person or entity (not including the Owner's Consultant, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, designers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
- D. *Design Cost*—The cost to Owner of the design portion of the Project, as described in the Report or Conceptual Documents to be prepared by Owner's Consultant under this Agreement. The Design Cost will generally be comprised of the design contract price, as duly modified, and therefore will reflect the cost of completion of the design and the construction of the portion of the entire Project encompassed by that design, including engineering and other professional services, and construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Design Cost does not include costs of services of Owner's Consultant under this Agreement; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner.
- E. *Work*—The entire design and construction, or the various separately identifiable parts thereof, required to be provided under the Design Contract that Owner enters into with Designer. Work includes and is the result of performing or providing all engineering and other professional services, and all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Design Contract.

1.10 Exhibits and Attachments:

Exhibit A, Owner's Consultant's Services.

Attachment 1, Owner's Consultant's Standard Hourly Rates and Reimbursable Expenses.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

OWNER'S CONSULTANT:

By: _____

Title: _____

Date Signed: _____

Owner's Consultant License or Firm's
Certificate Number (if required): _____

State _____ of:

Address for Owner's receipt of notices:

Address for Owner's Consultant's receipt of
notices:

This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Owner's Consultant** dated [].

EXHIBIT A: Owner's Consultant's Services

Paragraph 1.01 of the **Agreement** is supplemented to include the following provisions.

Owner's Consultant shall provide the following as Consultant Services:

PART 1 – BASIC SERVICES

A1.01 General Advisory Services

- A. Owner's Consultant shall provide advice to Owner regarding the appropriate project delivery method, including strategies for selecting and contracting with a designer; the objectives to be served by Conceptual Documents, requests for qualifications, and requests for proposals; budget and cost issues; developing interest in the Project on the part of prospective designers and key trade contractors and equipment suppliers; and Project schedule.
- B. Owner's Consultant shall advise Owner regarding engineering and technical issues that arise during the Project.
- C. As Owner's Consultant performs its various advisory obligations, and its duties under the Study and Report Phase, the Conceptual Documents Phase, and the RFQ/RFP Phase, the Owner and Owner's Consultant acknowledge that the primary objective is for Owner to enter into a future Design Contract for the Project. Owner's Consultant shall advise Owner before performing Consultant Services that could be more advantageously performed by Designer, to avoid duplication of services, improve the overall Project schedule, or obtain for the Owner the full benefits of the design project delivery method.

A1.02 Study and Report Phase

- A. Owner's Consultant shall:
 - 1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints; space, capacity and performance requirements; flexibility and expandability goals; and budgetary limitations. Identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions.
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Owner's Consultant's study and evaluation, or are such that it will be necessary for Owner's Consultant to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Owner's Consultant to identify, study, and evaluate multiple potential solutions, then identify two (2) alternative solutions potentially available

Exhibit A, Owner's Consultant's Services.

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to Owner, unless Owner and Owner's Consultant mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site(s) to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the Study and Report objectives.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Owner's Consultant additional Project-related data and information, for Owner's Consultant's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner those potential solution(s) which in Owner's Consultant's judgment meet Owner's requirements for the Project.
7. Advise Owner of any need for Owner to provide data or services that are not part of Consultant Services.
8. Identify and analyze relevant requirements of governmental authorities having jurisdiction to review or approve the Report to be prepared by Owner's Consultant, or having jurisdiction over the Project; consult with such governmental authorities as necessary.
9. Review any environmental assessments and impact statements furnished by Owner, and analyze the effect of any such environmental documents (including any mitigation measures identified in the documents) on the Project, including the contemplated design and construction.
10. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Owner's Consultant's recommended solution(s). The Report will discuss the recommended scope and contents of the Conceptual Documents that would be prepared for the recommended solution(s), and any distinctive issues regarding the RFQ/RFP process. For each recommended solution Owner's Consultant will provide the following, which will be separately itemized: opinion of probable Design Cost; proposed allowances for contingencies; and, on the basis of information furnished by Owner, a tabulation or summary of allowances for other items and services included within the definition of total Project costs.
11. In the Report, advise Owner of any limitations on the use or applicability of the Report.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities, to be carried out by Designer.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

Exhibit A, Owner's Consultant's Services.

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14. Perform or provide the following other Study and Report services: Specifically, Owner's Consultant will perform the following scope:

a. **Phase 1: Investigation and Preliminary Engineering**

1) **Surveying**

The MDG team will collect sufficient survey information within the project area to identify existing improvements and elevations. MDG has teamed with Bradshaw Niles for surveying services. At a minimum, the survey shall include:

- Cross sections for full length of Lee Drive at least every 50' and extending to 10' outside of right-of-way.
- Driveway locations, and grades
- Finished floor and garage slab elevations of all 54 residences
- Location of all surface utility appurtenances for water, sewer, storm, electric, and communication
- Location of any other aboveground items (mailboxes, posts, etc.) within ROW or easements.

Surveying lump sum fee: \$10,950.00

2) **Data Gathering**

MDG will collect and consolidate available hydrologic and hydraulic information pertaining to the stormwater systems impacting the Ocean Walk subdivision. This will include SJRWMD permit data, existing as-builts, previous stormwater modeling by CMT Engineering, and other data sources as available. Site visits will be conducted to verify and revise existing data based on historical changes.

Data Gathering lump sum fee: \$4,400.00

3) **Modeling / Assessment**

MDG will evaluate the existing stormwater drainage serving the Ocean Walk subdivision to determine problem areas leading to flooding of the roadways and houses. An assessment of the offsite collection and conveyance systems downstream will also be conducted to identify constraints to the discharges from the Ocean Walk subdivision. The evaluation will include all existing improvements, including the single 24" outfall pipe from the subdivision. Once the existing conditions are properly modeled and understood, MDG will evaluate improvements to rectify problem areas and to relieve flooding of the subdivision. It is anticipated that multiple solutions will be investigated and modeled, but at least 2 solutions will be presented based on viability and cost. We anticipate at least the following solutions will be evaluated:

- Establishment of roadside swales
- Collection and conveyance of stormwater via gutters and or pipes and inlets.
- Installation of stormwater pumps either in the subdivision or nearby.
- Installation of pipes and / or use of the existing Mickler Blvd pipe system to provide storage and lag in stormwater discharge.
- Installation of underdrains along Lee Drive to draw down groundwater.
- Tailwater controls to prevent backup of stormwater into the Lee Drive system.
- Driveway modifications for better conveyance.
- Alternative stormwater systems.

Findings will be presented as a detailed report with sufficient drawings and exhibits to convey the proposed solutions. Each presented solution will be accompanied with a detailed opinion of probable cost for comparison and budgeting.

Modeling / Assessment lump sum fee: \$15,000.00

4) **Meetings and Coordination**

Once the report on findings has been reviewed and approved by City staff, MDG will conduct a public meeting to discuss the assessment and the solutions. MDG will provide exhibits and documentation as needed for the meeting. It is anticipated that the City of St Augustine Beach will provide the meeting venue, or MDG can coordinate if required. This task also includes meetings with staff as necessary to complete the assessment.

Meetings and Coordination lump sum fee: \$3,200.00

5) **Direct Reimbursable Expenses**

This fee includes reimbursable expenses as outlined in Paragraph 1.03 of the Agreement above.

Direct Reimbursable Expenses lump sum fee: \$335.00

15. After receipt of Owner's comments regarding the report and any other Study and Report Phase deliverables, make revisions as appropriate and submit the final Report and deliverables to Owner.

A1.03 *Conceptual Documents Phase – Excluded from this contract.*

A1.04 *RFQ/RFP Phase – Excluded from this contract.*

Exhibit A, Owner's Consultant's Services.

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A1.05 *Design-Build Phase – Excluded from this contract.*

A1.06 *Consultant Services Schedule*

Party	Action	Schedule
Owner's Consultant	Furnish two (2) review copies of the Report and other Study and Report Phase deliverables to Owner.	Within 120 days of the Effective Date.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Owner's Consultant.	Within 30 days of the receipt of Report and other Study and Report Phase deliverables from Owner's Consultant.
Owner's Consultant	Furnish two (2) copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within 30 days of the receipt of Owner's comments regarding the Report and other Study and Report Phase deliverables.

ARTICLE A2 – ADDITIONAL SERVICES

A2.01 *Owner's Authorization in Advance Required*

- A. If authorized in writing by Owner, Owner's Consultant shall furnish or obtain from others Additional Services of the types listed below. Owner will pay for these services as indicated in Paragraph 1.02 and 1.03 of the Agreement.
1. Prepare applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the Project; prepare or review environmental assessments and impact statements; review and evaluate the effects on the design requirements for the Project of any such statements and documents prepared by others; and assist in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Make measured drawings of or investigate existing conditions or facilities, or verify the accuracy of drawings or other information furnished by Owner.
 3. Perform services resulting from significant changes in the scope, extent or character of the portions of the Project presented or specified by Owner's Consultant or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revise previously accepted studies, reports, Conceptual Documents or other Contract Documents when such revisions are required by changes in Laws or Regulations enacted subsequent to the Effective Date of this Agreement or are due to any other causes beyond Owner's Consultant's control.

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4. Perform services resulting from evaluation by Owner's Consultant during the Study and Report Phase of alternative solutions in addition to those specified in Paragraph A1.02.A.1.
5. Perform services required as a result of Owner's providing incomplete or incorrect Project information.
6. Provide renderings or models for Owner's use.
7. Identify opportunities for enhancing the sustainability of the Project.
8. Undertake investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction performed by Owner.
9. Perform services attributable to more than one prime design contract.
10. Perform services during out-of-town travel required of Owner's Consultant other than for visits to the Site or Owner's office.
11. Prepare for, coordinate with, participate in and respond to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering and constructability review requested by Owner; and perform or furnish services required to revise studies, reports, drawings, specifications or other Proposal Documents as a result of such review processes.
12. Determine the acceptability of substitute materials and equipment proposed during the RFQ/RFP Phase.
13. Assist in connection with Proposal protests, rebidding or renegotiating contracts for construction, materials, equipment or services.
14. Assist Owner in the selection of an independent testing laboratory.
15. At Owner's request, visit the Site during construction, to observe the progress and status of the Work. Such visits and observations by Owner's Consultant are not intended to be exhaustive or to extend to every aspect of the construction in progress, or to involve detailed inspections of the construction beyond the responsibilities specifically assigned to Owner's Consultant in this Agreement and the Design Contract, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the construction based on Owner's Consultant's exercise of professional judgment. Owner's Consultant will report to Owner on its observations.
16. Owner's Consultant shall not, during such visits or as a result of such observations of Designer's Work, supervise, direct, or have control over the Construction or the Site operations of any Constructor, nor shall Owner's Consultant have authority over them or responsibility for (a) the means, methods, techniques, sequences, or procedures of construction selected or used by Designer, or any Constructor, (b) for safety or security

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at the Site, (c) for safety precautions and programs incident to the construction activities of Designer, or any Constructor, or (d) for any failure of Designer or any Constructor to comply with Laws and Regulations applicable to Designer's furnishing and performing the Work. Owner's Consultant neither guarantees the performance of Designer nor any other Constructor, nor assumes responsibility for Designer's or any other Constructor's failure to furnish and perform the Work in accordance with the Design Contract.

17. Establish baselines and benchmarks for locating the Work if necessary to enable Designer to proceed. Provide engineering surveys and staking to enable Designer to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and provide other special field surveys.
18. Provide services relating to proposed substitutions of materials or equipment.
19. Assist Owner in preparation of change orders and work change directives as required.
20. Advise Owner on claims between Owner and Designer relating to the acceptability of the Work, or the interpretation of the requirements of the Design Contract pertaining to the execution and progress of the Work.
21. Advise Owner as to the necessity of ordering special inspections or tests of the Work as deemed reasonably necessary, and receive and review all certificates of inspections, tests and approvals required by Laws or Regulations or the Design Contract. Owner's Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Design Contract and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Design Contract. Owner's Consultant shall be entitled to rely on the results of such tests.
22. Based on Owner's Consultant's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying supporting documentation:
 - a. Determine the amounts that Owner's Consultant recommends that Designer be paid. Such recommendations of payment will constitute Owner's Consultant's representation to Owner, based on such observations and review, that, to the best of Owner's Consultant's knowledge, information and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of such Work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Design Contract and to any other qualifications stated in the recommendation), and the conditions precedent to Designer's being entitled to such payment appear to have been fulfilled in so far as it is Owner's Consultant's responsibility to observe the Work.
 - b. By recommending any payment Owner's Consultant shall not thereby be deemed to have represented that observations made by Owner's Consultant to check the quality or quantity of Designer's Work as it is performed and furnished have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to

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Owner's Consultant in this Agreement and the Design Contract. Neither Owner's Consultant's review of Designer's Work for the purposes of recommending payments nor Owner's Consultant's recommendation of any payment including final payment will impose on Owner's Consultant responsibility to supervise, direct or control such Work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Designer's compliance with Laws or Regulations applicable to Designer's furnishing and performing the Work. Such reviews and recommendations will not impose responsibility on Owner's Consultant to make any examination to ascertain how or for what purposes Designer has used the money paid to it, or to determine that title to any of the Work, materials or equipment has passed to Owner free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Designer that might affect the amount that should be paid.

23. Review maintenance and operating instructions, schedules and guarantees, receive bonds, certificates or other evidence of insurance required by the Design Contract, certificates of inspection, and tests and approvals.
24. Within a reasonable time after notice from Owner that Designer considers the entire Work ready for its intended use, in company with Owner and Designer, conduct an inspection to determine if the Work is substantially complete. If Owner's Consultant considers the Work substantially complete, Owner's Consultant will recommend that the Owner issue a certificate of substantial completion to Designer.
25. Provide services, other than services during the operational phase, in connection with any partial utilization of any part of the Work by Owner prior to substantial completion.
26. Conduct a final inspection to evaluate the acceptability of the completed Work and advise Owner if the Work is ready for final payment. Owner's Consultant's advice will be based on its actual knowledge gained through the final inspection and prior observation.
27. Provide services during construction made necessary by (a) Work damaged by fire or other cause during construction, (b) defective, neglected or delayed Work by Designer, (c) acceleration of the progress schedule involving services beyond normal working hours, or (d) default by Designer.
28. Provide assistance in connection with the refining and adjusting of any Project equipment or systems.
29. Prepare operating, maintenance, and staffing manuals.
30. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
31. Together with Owner, visit the Project to observe any apparent defects in the completed Work, assist Owner in consultations and discussions with Designer concerning correction of such defects, and make recommendations as to replacement or correction of defective Work.
32. Prepare and furnish to Owner record drawings showing appropriate record information based on Project documentation received from others.

Exhibit A, Owner's Consultant's Services.

EJCDC® D-500, Agreement Between Owner and Owner's Consultant for Professional Services—Design-Build Project.
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and American Society of Civil Engineers. All rights reserved.

33. In company with Owner and Designer representatives, provide an inspection of the Project within one month before the end of the correction period to ascertain whether any portion of Designer's Work is subject to correction.

This is **Attachment 1, Owner's Consultant's Standard Hourly Rates and Reimbursable Expenses**, referred to in and part of the Agreement between Owner and Owner's Consultant for Professional Services dated [].

Part One: Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Attachment 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.02 (if applicable) and 2.03, and are subject to annual review and adjustment.

B. Schedule:

Project Role Unit Rates	Abbreviation	Rate/Hr
Principal	PR	\$225.00
Vice President	VP	\$185.00
QA/QC Manager	QA	\$160.00
Senior Project Manager	SrPM	\$175.00
Project Manager	PM	\$150.00
Senior Professional Engineer	SrPE	\$170.00
Professional Engineer	PE	\$150.00
Project Engineer, EI - III	EI-III	\$130.00
Project Engineer, EI - II	EI-II	\$120.00
Project Engineer, EI - I	EI-I	\$110.00
Senior Planner	SrPL	\$160.00
Planner	PL	\$130.00
Sr. Landscape Architect	SrLA	\$160.00
Landscape Architect	LA	\$130.00
Senior Construction Inspector	SrCEI	\$115.00
Inspector	CEI	\$95.00
CAD Designer - I	CAD I	\$90.00
CAD Designer - II	CAD II	\$105.00
Senior CAD Designer	SrCAD	\$125.00
Director of Marketing	DirMktg	\$60.00
Senior Graphic Designer	SrGD	\$105.00
Graphic Designer	GD	\$85.00
Controller	CTR	\$95.00
Administrative Support	AA	\$60.00

Attachment 1 –Standard Hourly Rates and Reimbursable Expenses.

EJCDC® D-500, Agreement Between Owner and Owner's Consultant for Professional Services—Design-Build Project.

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Part Two: Reimbursable Expenses Factors

1. Owner's Consultant shall be entitled to reimbursement of expenses under Parts Two and Three only as specified in Paragraph 1.03 and 1.04.
2. Owner shall reimburse Owner's Consultant for the expenses listed in Part Three below subject to an administrative factor of 1.0, unless another factor is indicated for a specific reimbursable expense.

Part Three: Reimbursable Expenses Schedule

Reproduction Costs	Rate/Sheet
24x36 BW	\$2.00
11x17 BW	\$0.50
8.5x11 BW	\$0.25
24x36 Color	\$50.00
11x17 Color	\$0.80
8.5x11 Color	\$0.40
Foamboard Mount (including color plot)	\$65.00

Mileage Costs	Rate/Mile
Mileage	\$0.560

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTION 21- 03
DATE: 2/16/2021

The above referenced budget resolution is presented to increase the Regular Wages in the Finance Department. As discussed in the Commission Meeting on February 8th, the part-time Finance Assistant has decided she would like to retire. As you are aware, this position was originally a full-time position up until last year when it was decided that we would attempt to maintain the department with a part-time person. At this point I feel it would be in the best interest of the department to move this position back to full-time so that additional duties can be shifted back and a separation of job duties can be achieved. This will also allow for cross-training in the department for coverage in the case of sickness and vacation.

As we are hiring for a full-time position, the goal will be to hire someone with a succession plan in mind, who can begin training as a replacement for the Finance Director position should the need arise in the future.

Please let me know if more information is needed.

BUDGET RESOLUTION 21-03

**CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY**

**RE: TO AMEND THE FY2021
GENERAL FUND BUDGET**

The City Commission does hereby approve the transfer and appropriation from within the Fiscal Year 2020-2021 Road & Bridge Fund Budget as follows:

DECREASE: Account 001-8100-581-9120 (Emergencies & Contingencies) in the amount of \$26,000 which will increase the appropriation in this account to \$176,313.65..

INCREASE: Account 001-1300-513-1200 (FINANCE-Regular Wages) in the amount of \$26,000 which will increase the appropriation in this account to \$407,963.57.

RESOLVED AND DONE, this 1st day of March 2021 by the City Commission of the City of St Augustine Beach, St. Johns County, Florida.


Mayor – Commissioner

ATTEST:

City Manager

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: February 16, 2021

SUBJECT: Personnel Manual, Changes: Resolution 21-05, Regarding Infectious Disease Preparedness; Resolution 21-06, to Amend Sections XI-10 Through XI-18; and Resolution 21-07, to Amend Sections XI-18 Through XI-23

As part of the updating of the Personnel Manual, Ms. Raddatz proposes the following changes:

- a. Pages 1-6, Resolution 21-05, Infectious Disease Preparedness. This is a revision to a similar resolution Ms. Raddatz presented to you at your February 1st meeting. You asked that it be revised to include infectious diseases broadly instead of a focus just on Covid-19 preparedness.
- b. Pages 7-12, Resolution 21-06, which amends sections of the Manual to renumber the type of leaves and adds provisions concerning employees in DROP (Deferred Retirement Option Program) using accrued sick and vacation leave.
- c. Pages 13-19, Resolution 21-07, which amends provisions of the Manual concerning workers compensation leave and leave without pay.

For each resolution, Ms. Raddatz has provided a memo that explains it.



CITY OF ST. AUGUSTINE BEACH

Date: February 11, 2021

To: Mayor England
Vice Mayor Samora
Commissioner George
Commissioner Rumrell
Commissioner Torres

From: Beverly Raddatz, MMC, City Clerk *B.R.*

Subject: Adding Section XII.15 to the Personnel Manual Regarding Infectious Disease Preparedness

Background:

Resolution 21-05 was discussed at the February 1st Regular Commission meeting and the Commission asked to broaden the scope of this policy, which I have. This policy outlines procedures to be followed by the City's employees and those in leadership roles. The City should follow all CDC and Health Department recommendations for any infectious disease.

I reviewed these policies with Assistant City Attorney Taylor and City Manager Royle.

Staff Impact:

Staff impact, depending on the department's situation, could be problematic. When any infectious disease or pandemic happens, there always will be lost of staff for a time. The City's departments could be impacted by a shortage of staffing, so Department Heads should cross-train employees to step into another position as needed.

Budget Analysis:

The budget analysis for a temporary lost of employees could cost the City in hiring temporary workers or in a pandemic situation for new equipment to keep the City employees and public safe.

Recommendation:

Staff's recommendation is to pass the resolution regarding Infectious Disease Preparedness.

RESOLUTION 21-05

CITY OF ST. AUGUSTINE BEACH

ST. JOHNS COUNTY

**RE: TO ADD SECTION XII.15 INFECTIOUS DISEASE
PREPAREDNESS TO 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 March 1, 2021, resolves as follows:

That Section X11.15 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 Infectious Disease Preparedness, 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 1st day of March 2021, 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

XII.15 INFECTIOUS DISEASE PREPAREDNESS

Purpose

The City of St. Augustine Beach wants to provide a healthy, safe working environment for all, which entitles an employee to "a place of employment which is free from recognized hazards that cause or are likely to cause death or serious physical harm." Additionally, chronic disease carriers are protected against employment discrimination by the Americans with Disabilities Act (ADA). The City of St. Augustine Beach's policy and actionable plan is to protect employees under the ADA, privacy issues of infected employees, recognition of risk, and the reduction of employer liability with continuing operations. When an employer has an employee with a communicable disease, or the potential for such, it should make every effort to reduce the possibility of the disease spreading.

Scope

The City of St. Augustine Beach implements a plan to give continuity of operations to fulfill their essential functions related to the mitigation and control of the health risks involved in the disease caused by a communicable disease.

Procedures for Employers

Employers have five basic actions to take when there is a potential communicable disease risk in the workplace:

1. Notification and verification of the disease risk.
2. Understanding the disease and resources.
3. Identifying the scope of the risk.
4. Determining employer response.
5. Handling internal and HR compliance matters.

A. Step1: Notification and Verification

HR, Department Head or Supervisor must be notified immediately that a communicable disease risk may exist to limit additional exposure to employees and the public and to reduce risk and liability for the employer. Policies should be in place to require immediate notification by supervisors, the infected employee and other employees who are made aware of a communicable disease risk. For example, the Centers for Disease Control (CDC) for certain diseases require an exposure control plan to meet their bloodborne pathogens standard for employers that can reasonably expect a risk of exposure. Bloodborne pathogens are infectious micro-organisms in human blood that can cause disease. These pathogens include hepatitis B, hepatitis C and human immunodeficiency virus (HIV).

HR acting on behalf of the employer should:

1. Confirm the source and verify the information.
 2. Obtain sufficient facts about the employee and his or her particular condition.
- Employee has a duty to self-notify HR under the American Disabilities Act

When an employee informs the employer that he or she has a communicable disease that will affect his or her performance on the job, the employer can require a medical exam or health certification to confirm the illness, just as it can with any other ADA disability. After the examination, if the employer determines that the disease poses "a direct threat" to the health of others, the employer must consider every reasonable accommodation to eliminate that direct threat. If no such accommodation can be made, then the employer should take steps reasonably necessary to eliminate the direct threat. Employees have a reasonable expectation for privacy and that all medical information, as well as information on any accommodations or leaves, will be kept confidential and must be kept in a separate physical file in the Personnel Office in a locked cabinet.

- Only Suspicion of Infection

Employees should tell a supervisor or HR if they have a communicable disease. If other employees suspect an employee has a communicable disease, they should report that to HR. The employer's options are much more limited. Suspicion of a communicable disease is not enough to justify inquiry or a medical exam. However, the employer need not, and should not, make any decision that places its employees at direct threat of contracting a serious communicable disease. An employer should make reasonable efforts to reduce the risks of contagion in its workplace and avoid violating the laws applicable. If there is reasonable suspicion, employers should seek legal counsel immediately for the best response given the case.

B. Step 2. Understanding the Disease and Resources

Employers must understand the illness to respond appropriately. The particular facts regarding the contagion include how the disease is transmitted, probability of transmission and complications, level of severity, and duration of risk. To obtain information and medical expertise, employers can contact the Centers for Disease Control and Prevention (CDC), state and local health departments, and employer resources such as in-house or contracted medical care facilities and American Public Health Association Publication *Control of Communicable Diseases Manual*. The City will follow the guidelines given by the CDC and Health Department as they become aware for a pandemic.

C. Step 3. Identifying Scope of Risk

Employers must determine who is at risk for contracting the illness and consider any possible contacts, including those outside of the office, city building or any facility that is within the employer control. Possible contacts include, clients, the public or vendors who may have been exposed or infected. Employers must answer questions such as the following: *How many people may be affected? What is the severity of the disease? How is the disease contracted?*

D. Step 4. Determining Employer Response

Based on disease research, management will have information to determine the severity in which to justify decisions such as an emergency shutdown, or if a limited threat, only a review of a department or

single area.

E. Step 5. Internal Matters and HR Compliance

Employers have employee and City relations matters as well as legal requirements to consider. Employers should seek legal counsel to identify legal risks, develop a plan to minimize liability and discuss any actions to include communications, employee response and privacy issues.

- City Relations

Communications include all internal or external contact and notifications to employees, the public, vendors and clients as well as communications with family members of anyone hurt on the job or hospitalized as a result of a communicable disease. Careful consideration in these areas as well as review of all communications by an employer's attorney or the assistance of the public relations department or public relations consultant will eliminate any misunderstandings that could result and will properly guide employee and public perception of the employer and its actions.

- Employee Relations

Employees have a reasonable expectation to privacy of all medical information and any leaves of absence or accommodations they receive. Employers must not provide names of those infected or whether anyone is on Family and Medical Leave Act (FMLA) leave or is receiving any ADA accommodations unless there is a business need to provide this information, such as to a specific manager of any employee who is infected. Concern and compassion for those infected or in fear of being infected is the best course of action. Employees will be concerned for their own health as well as for the health of their own families, which they do not want to also infect. Employers should determine what disease management benefits they can provide and inform employees quickly. General notice should be used when it is appropriate so employees can monitor themselves for symptoms and seek treatment if needed. Employers may want to consider providing free employee screening for the disease, time off to see their own doctors, the option to telecommute or other options until the disease is contained and the threat eliminated. Constant communication to employees both in the office and at home will help alleviate concern, keep information truthful and eliminate rumors.

F. Other HR Requirements

- Legal

HR has regulatory requirements as well. Some diseases may be reportable under federal, state, or local regulations such as the local health department. However, it is not required in some instances that the employer report the name of the individuals infected. Before providing this medical information, employers should consult with the employee for permission to release his or her name to the agency. There may be standards the employer must follow to reopen the facility or remain open, such as cleaning the site from any bodily fluids. An employer's attorney will need to advise the organization as to any specific requirements to reopen if applicable.

- Duty

The City Manager, Police Chief and Department Heads has the duty to plan or assist departments in

workforce planning, operations, and other areas. HR should consider the loss of workforce, and functions closed and the ability to temporarily fill positions to keep the City from financial losses. Employers should consider reducing the effect of widespread absenteeism by cross-training employees to take over essential functions, bringing back retirees as temporary workers and partnering with employers in other industries that might not require much labor during a pandemic (such as leisure, entertainment, or recreation industries).

The City Manager and Police Chief should communicate internally with the management team and externally, such as with the attorney, consultants and any agencies such as CDC or the Health Department that stipulate a requirement to contact or follow up.

In times of an emergency, decisions and actions must be taken quickly; however, careful consideration must be made at every step. Employers are encouraged to develop a disease management preparedness plan to reduce their level of risk and liability and to provide a step-by-step action plan to handle the situation most efficiently and effectively.

G. Paying Employee for Time Missed

Employees will receive their accrued sick, vacation and employee compensation time while not working during a declared pandemic. During a pandemic, if the CDC has quarantined the employee and will not allow them to go back to work due to lack of testing kits, the employee may not have to get a doctor's note until the employee returns to the City and the doctor has approved them to come back to work.



CITY OF ST. AUGUSTINE BEACH

Date: February 11, 2021

To: Mayor England
Vice Mayor Samora
Commissioner George
Commissioner Rumrell
Commissioner Torres

From: Beverly Raddatz, MMC, City Clerk *BR*

Subject: Resolution 21-06 Amending Sections XI.10 through XI.18 in the Personnel Manual

Background:

Resolution 21-06 amends Sections XI.10 through XI.18, renumbering the types of leaves. This resolution had minor changes. In Section XI.14 DROP employees who take their sick and vacation accrued hours who keep a balance of eight (8) hours sick leave and thirteen (13) hours of vacation leave in case the employee becomes ill after starting the DROP plan.

I reviewed these policies with Assistant City Attorney Taylor and City Manager Royle.

Staff Impact:

None.

Budget Analysis:

None.

Recommendation:

Staff's recommendation is to pass Resolution 21-06.

RESOLUTION NO. 21-06

CITY OF ST. AUGUSTINE BEACH

**RE: AMENDING SECTIONS XI.10 THROUGH XI.18 IN
THE CITY ST. AUGUSTINE BEACH PERSONNEL
MANUAL**

ST. JOHNS COUNTY

The City Commission of St. Augustine Beach, St. Johns County, Florida, in the regular meeting duly assembled on March 1, 2021, resolves as follows:

To amend Sections XI.10 through XI.18 of the Personnel Manual for the City of St. Augustine Beach is hereby amended 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 amended Sections XI.10 through XI.18, 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 1st day of March 2021, 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

XI.10 9 BEREAVEMENT

- A. Upon approval of the City Manager/Police Chief twenty-four (24) hours ~~(Res. 12-5)~~ of paid leave will be allowed to any employee in the case of bereavement of family member in the State of Florida and 40 (40) hours for a family member out of the State of Florida. ~~(Res. 08-10, 10-6-08, 16-12)~~ If more than the allotted time is needed, the employee is permitted to take personal days, vacation days, or leave without pay, with the approval of the City Manager/Chief of Police.
- B. Bereavement for the purposes herein is restricted to the death of the employee's father, mother, stepfather, stepmother, grandchildren, grandparents, brother, sister, son, daughter, spouse, father-in-law, mother-in-law, stepchildren, step-grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a member of an employee's household.

XI.14 10 JURY DUTY

St. Augustine Beach encourages you to fulfill your civic responsibilities by serving jury duty when required. If you receive a jury duty summons, show it to your immediate supervisor as soon as possible so that arrangements can be made to accommodate your possible absence from work.

- A. An employee who is summoned as a member of a jury panel shall be granted jury duty leave with pay for all hours required for such duty not to exceed the number of hours in the employee's normal workday. The employee shall return to duty immediately upon release by the court.
- B. The employee should call the City to advise when he is released from jury duty, and when he will return to work.
- C. Any jury fees received by the employee, but not including jury fees for meals, lodging or travel expenses, shall be signed over to the City. The employee will be paid his regular pay while on jury duty.
- D. Upon being summoned for jury duty, the employee shall notify the department head of the same, and upon termination of jury duty service, the employee shall provide the department head with a written report, establishing the hours of jury duty served by the employee.
- E. The City of St. Augustine Beach follows Florida Statutes 905.37 regarding jury duty and grand jury duty.

XI.12 11 WITNESS DUTY

- A. An employee subpoenaed as a witness in a court or in an administrative hearing, not involving personal litigation or service as a paid expert witness, shall be granted leave with pay for all hours required for such duty, not to exceed the number of hours in an employee's normal workday. However, if the witness duty does not require absence for the entire workday, the employee shall return to duty immediately upon release by the court.
- B. The employee shall call the City to advise when he is released from witness duty, and when he will return to work.
- C. Any witness fees received by the employee, but not including witness fees for meals, lodging or travel expenses, shall be signed over to the City. The employee will be paid his regular pay while on witness duty.
- D. Upon being subpoenaed for witness duty, the employee shall notify the department head of the same, and upon termination of witness duty service, the employee shall furnish the department head with a written report establishing the hours of duty as witness served by the employee.
- E. In no case shall an employee receive leave with pay for court attendance when an employee is engaged in personal litigation or service as a paid expert witness. However, an employee may be granted personal leave or vacation pay in such cases with proper approval.

XI.13 12 VOCATIONAL LEAVE

- A. The City Manager/Chief of Police may grant vocational leave to an employee in activities or topics which are deemed beneficial to the City. For vocational leave which involves overnight lodging expenses to the City, the City Manager/Chief of Police may approve up to three (3) separate vocational leave requests during each fiscal year for an employee in a department or division for which the City Manager/Chief of Police has responsibility. ~~Additional overnight vocational leave requests must be approved by the City Commission.~~ Any overnight vocational leave requests for the City Manager/Chief of Police must be approved by the City Commission. A written report on a form developed by the City Manager on the benefits to the City of the overnight vocational leave must be filed with the City Manager/Chief of Police upon completion of the leave. The City Manager/Chief of Police shall not approve any additional requests for vocational leave, either in the current or future fiscal years, until the report has been provided by the employee. For reimbursement of any expenses by the City, the employee must have approval in advance of the vocational leave to be taken.
- B. ~~Vocational leave will be granted with or without pay at the discretion of the City Commission.~~

XI.14 13 VACATION LEAVE

- A. Any regular full-time employee shall accrue vacation leave, exclusive of holidays, and shall be granted such leave and compensation as follows:

During 1 st year:	40 hours
2 nd and 3 rd years:	80 hours
4 th through 9 th years:	120 hours
10 th + years:	160 hours

- B. Employees hired before the 15th of the month shall accrue vacation leave beginning on the last workday of the same month. Employees hired on or after the 15th of the month shall begin accruing leave on the last workday of the next month. Employees who are within their probationary period will not be permitted to use vacation leave until the probationary period is completed. Probationary employees will not be compensated for any accrued vacation leave if terminated.
- C. Vacation leave may be granted by the City Manager/Chief of Police upon written request of the employee. Vacation leave shall be so scheduled as to cause minimum disruption to the City. Vacation leave may be taken after six (6) months of employment. Employees who have accrued the unused maximum vacation leave two hundred forty (240) hours, (*Res. 12-5*), must take any additional earned vacation when it is earned or lose it.
- D. Vacation leave credit shall be allowed only to full-time regular employees. (except per Sec. IV.2.B).
- E. Unused vacation leave for regular full-time employees may be accumulated to a maximum of two hundred forty (240) hours. Unused leave not taken and under the two hundred forty (240) hour (*Res. 12-5*) cap may be carried over upon approval of the City Manager/Police Chief. The City Commission shall approve the carryover from year to year of any vacation leave unused by the City Manager/Police Chief.
- ~~Persons employed by the City on April 1, 2002 may have been granted leave credit for individual differences in the accrual rate before and after that date. Such leave credit will be maintained separately from normal leave accrual and will not be eligible for compensation upon termination as outlined in Section XI.14-16.~~
- F. In the event of the disability of a regular full-time employee, said employee shall, upon request, be paid for the vacation leave he/she is eligible to receive. However, such vacation leave shall not be paid concurrently with sick leave or workers' compensation.
- G. Vacation days cannot be used for paid holidays.

XI. 14 PAYMENT OF ACCRUED LEAVE FOR TERMINATING EMPLOYEE

Employees who leave the employment of the City in good standing, either by terminating or retirement and who give two (2) weeks' notice shall be paid for unused vacation time (maximum two hundred forty (240) hours) in lieu of being granted an actual vacation. The official termination date shall be the last day of active employment and shall not be extended by payment of unused vacation.

Employees who leave the employment of the City in good standing, either by terminating or retirement, and who give two (2) weeks' advance notice of their intention to leave their employment, shall be paid, if eligible, a percentage of their accrued sick leave in accordance with Section XI.6.D of the Personnel Manual.

DROP participants may elect to receive payment into the DROP fund for accrued vacation leave up to two hundred forty (240) hours at the time they enter the program. They will then be eligible to accrue vacation leave at their current rate for the duration of the employment up to a maximum of one hundred sixty (160) hours per year with no carryover of unused leave from year to year. Participants who choose this option will not be paid for any accrued vacation hours at the time they terminate their employment but will carryover eight (8) hours sick leave and thirteen (13) hours vacation leave.

DROP participants who do not choose this option will be paid for accrued vacation in accordance with this Section as it applies to all employees not in the DROP program.

XI.47-15 ACCRUAL OF LEAVE FOR REGULAR, PART-TIME EMPLOYEES

Regular, part-time employees shall be entitled to accrual and granting of vacation leave subject to the same provisions as full-time employees, except that the amount of leave accrued will be in proportion to the hours worked.

XI.48-16 OTHER CONDITIONS GOVERNING VACATION LEAVE

- A. Employees who become sick while on vacation may use sick time for such period of illness, provided a licensed medical doctor's certificate is presented to the City. Such sick leave does not change the date of return to work as approved before the leave.
- B. Vacation leave may not be earned while an employee is on a leave of absence without pay or suspension (except Military Leave per Sec. XI.8.A).
- C. Vacation leave may be granted for reasons other than vacation. These include:
 - 1. Illness in the employee's family.
 - 2. Personal business.
 - 3. A religious holiday other than those specified.
 - 4. Sickness when the employee's sick leave is exhausted.
 - 5. Any other reason approved by the City Manager/Chief of Police.



CITY OF ST. AUGUSTINE BEACH

Date: February 11, 2021

To: Mayor England
Vice Mayor Samora
Commissioner George
Commissioner Rumrell
Commissioner Torres

From: Beverly Raddatz, MMC, City Clerk *BR*

Subject: Resolution 21-07 Amending Sections XI.18 through XI.23 in the Personnel Manual

Background:

Resolution 21-07 amends Sections XI.18 through XI.23. Section 19, Workers' Compensation Leave clarifies that the first seven days of the injury the City will pay 100% of the employee's salary. After the seven days, the employee will receive 66% from Workers' Compensation and the employee would use sick and vacation time of 33% to receive full pay. No employee will receive more than his full paycheck.

The other major amendment was Leave of Absence Without Pay. This leave becomes unnecessary with the Federal Medical Leave Act (FMLA). If an employee were out of work for a year, they would not get paid for 12 weeks, but would have to file for FMLA to keep their position.

I reviewed these policies with Assistant City Attorney Taylor and City Manager Royle.

Staff Impact:

This gives incentives to the employees to come back to work as soon as they are released from a physician.

Budget Analysis:

None.

Recommendation:

Staff's recommendation is to pass Resolution 21-07.

RESOLUTION NO. 21--07

CITY OF ST. AUGUSTINE BEACH

**RE: AMENDING SECTIONS XI.18 THROUGH XI. 23 IN
THE CITY ST. AUGUSTINE BEACH PERSONNEL
MANUAL**

ST. JOHNS COUNTY

The City Commission of St. Augustine Beach, St. Johns County, Florida, in the regular meeting duly assembled on March 1, 2021, resolves as follows:

To amend Section VIII and Sections XI.18 through XI.23 of the Personnel Manual for the City of St. Augustine Beach is hereby amended 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 amended Section VIII and Sections XI.18 through XI.23, 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 1st day of March 2021, 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

XI.20 18 EMERGENCY LEAVE

Emergency leave may be taken immediately by an employee in the event of a family or personal emergency for up to forty (40) hours (*Res. 12-5*). Regular full-time employees shall use accrued vacation leave for emergencies. Temporary part-time and seasonal employees will be on leave without pay status. Should a regular full-time employee not have any accrued vacation leave for use in an emergency, then he shall be on leave without pay status for the emergency.

XI.24 19 ~~DISABILITY~~ WORKERS' COMPENSATION LEAVE

- A. ~~An injury shall be considered to have been incurred while on duty only if such injury is a compensable injury under the Florida workers' compensation law. An employee who sustains a service-connected disability, compensable under the Worker's Compensation Law, may be carried in full pay status for a period of up to seven (7) days by the City.~~
- B. The length of disability shall be determined by the employer's physician in accordance with the ~~w-Workers' c-Compensation l Law~~. ~~Payments made by the employer during the period shall not be charged against any leave time which the employee may have accrued. The City will pay for the first seven (7) days if the employee cannot go back to work due to a workers' compensation claim. If an employee receives Worker's Compensation benefits after seven (7) days, the employee shall keep their 66% workers compensation benefits and use their sick or vacation time for the 33 1/3% balance to complete their paycheck if they so choose. Such reimbursement shall not include payments for medical, surgical, hospital, nursing or related expenses or lump-sum scheduled payments of disability losses.~~
- C. Sick and vacation leave accruals shall continue for a maximum of six (6) months for employees who are receiving workers' compensation benefits due to a compensable on- the-job injury.
- D. The maximum injury pay shall be six (6) calendar months beginning the date the employer's doctor determines the employee's disability.
- E. ~~The City shall provide full weekly pay to the employee from the date of injury. Should the employee receive workers' compensation disability pay in accordance with Chapter 440.12, Florida Statutes, he shall sign over these checks to the City in exchange for his full weekly pay. Or the City shall match with 33 1/3% of the employee's salary the 66 2/3% which workers' compensation may pay. If the employee is unable to resume work at the end of the seven (7) day period:~~
 - i. The employee shall use accrued vacation, compensatory or sick leave in an

amount necessary to complete the employee's full salary payment with the workers compensation payment. The employee's benefits and workers' compensation benefits shall not exceed the amount of the employee's regular salary payments; or

- ii. The employee's case may be reviewed by the City Manager / Police Chief and they may determine the action they wish to take regarding the matter; or
 - iii. The employee shall revert to normal worker's compensation benefits. It is imperative that all injuries arising out of and in the course of employment be reported immediately to the Supervisor and/or the Department Head who will then report it to the HR Director. Failure to report such injuries may result in loss of compensation.
- F. An employee receiving any on-the-job injury or sick leave benefits shall not work at any secondary jobs.
- G. Department Heads are responsible for reporting all worker compensation claims to the Human Resources Director's Office.
- H. If an injured employee is absent from work for more than six (6) months, whether or not the employee is receiving salary continuation through worker's compensation, the City Manager / Police Chief, at their sole discretion, may place the employee on a "medical leave of absence," under whatever terms and conditions they decide is appropriate. Alternatively, if the employee is absent from work for more than six (6) months, and the City Manager / Police Chief determines the need to fill the employee's position, the employee may be terminated and placed on a preferential hiring list for a period not to exceed twelve (12) months. The decision of the City Manager / Police Chief shall be final and binding and not subject to appeal.
- I. An employee must be able to perform eight five percent (85%) of the duties/tasks/jobs of the job description and the essential functions before being allowed to return to work. The Department Head shall make this determination upon the advice of the Human Resource Director.
- J. Whenever an employee on disability leave becomes physically able to perform some useful light duty work for the City, the employee may be required to do so as a condition for receiving continuing benefits. However, the City is not obligated to provide light duty or create conditional employment.

XI.22 20 DOMESTIC VIOLENCE LEAVE

Employees may be granted up to three (3) days of unpaid leave in a 12-month period if the employee or a family or household member of an employee is a victim of domestic violence. The City will measure the 12-month period under this policy as a "rolling" twelve (12) months

measured backward from the date an employee previously uses any leave under this policy. Employees must utilize all accrued leave time of any nature prior to receiving this leave.

This leave may be used to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence.
- Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
- Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence.
- Make the home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator, or
- Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

“Family or household member” means current spouse, former spouses, person related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety to the employee or family or household member, an employee must provide appropriate advance notice of the need for leave. ~~along with sufficient documentation of the act of domestic violence. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc.~~ Documentation regarding domestic violence leave will be kept confidential to the extent required by law.

XI.23 LEAVE OF ABSENCE WITHOUT PAY

- A. A regular full or part-time employee may be granted leave of absence without pay for a period not to exceed one (1) year for sickness, disability or other good and sufficient reasons which are considered to be in the best interest of the City. Such leave shall require prior approval in accordance with the following regulations:
 - 1. If the period of the leave is one (1) calendar *(Res. 12-5)* month or less, then the City Manager/Chief of Police can approve the leave.

2. If the period of the leave is more than one (1) month, then approval must be obtained from the City Commission.

B. All employees on leave of absence without pay are subject to the following rules:

1. Except under unusual circumstances, voluntary separation from City employment in order to accept employment not with the City shall not be considered sufficient reason for approval of a request for leave of absence without pay.
2. Leave without pay shall be granted only when it will not adversely affect the interests of the City.
3. If, for any reason, the City needs the employee to return to work, the City may cancel the leave without pay, and the employee must return to work within two (2) days.
4. Failure of an employee to return to work after two (2) days at the expiration of approved leave shall be considered as a resignation from the City, unless the employee has provided an excuse acceptable to the City Manager/Chief of Police.
5. An employee granted leave of absence without pay and who wishes to return before the leave period has expired, shall be required to give his department head at least two (2) weeks written notice. After receipt of notice, the employee may be permitted to return to work, subject to approval of the City Manager/Chief of Police.
6. No sick leave, annual leave, or holiday pay will be earned by an employee for the time that the employee is on leave without pay.
7. The City will pay the employee's medical insurance for one (1) full month beyond the date when the leave of absence commences. Beyond that one-month period, the City will no longer pay the premium for the employee's health insurance, but the employee will have the option to continue coverage for an additional two (2) months with the premium being paid in full by the employee. If the leave of absence continues beyond three (3) months, the employee may not continue coverage unless he is in a termination status and thus may have the option to select COBRA.
8. An employee who is on approved leave of absence for more than three (3) months, but less than six (6) months, will be eligible for the health insurance benefits immediately upon his active status, but will be subjected to a new pre-existing review period as outlined in the Schedule of Benefits. An employee whose leave extends beyond six (6) months will not be eligible for benefits upon active status until such time as he has completed his thirty (30)

day waiting period and as with any new employee, the pre-existing conditions would apply.

9. An employee shall return from leave without pay to the same salary grade as at the time of commencement of leave.
10. An employee who obtains employment elsewhere while on authorized leave of absence without pay automatically forfeits his position with the City.
11. An employee returning from a leave of absence without pay shall be entitled to employment in the same department position and rank as when the leave began.
12. Upon expiration of an employee's allowable sick leave, vacation leave, and compensatory time, a leave of absence without pay for not more than three (3) calendar months may be granted by the City Commission for the employee's personal illness, provided the employee's absence for this length of time will not create a hardship for his department. Leave without pay shall not be granted for illness until all sick leave, vacation leave, and compensatory time has been used.

MEMORANDUM

Date: February 17, 2021

To: Max Royle, City Manager

From: William Tredik, Public Works Director

Subject: Resolution 21-10 - Renewal of FDOT Landscape Maintenance Agreement

BACKGROUND

The City originally entered into a landscape maintenance agreement with the FDOT at the time of the widening of S.R. A1A in mid-1990s. The current agreement resulted from the 2009 state highway landscape project covering approximately four miles of SR A1A beginning at Owens Avenue at the south end and extending to Pope Road at the north end. These agreements do not fully compensate for the actual amount of effort that the City expends on landscape maintenance, but instead are based upon what the FDOT would expect to pay for basic highway landscape maintenance. FDOT basic landscape maintenance generally involves mowing grass once per month in the summertime and once per quarter in the winter, and typically does not include landscape materials.

FDOT requires the City pass a resolution authorizing renewal of the maintenance contract. Attached resolution 21-10 meets FDOT criteria and, if passed, will extend for three years the FDOT reimbursement of landscape maintenance costs for the aforementioned section of S.R. A1A.

ACTION REQUESTED

Pass resolution 21-10 authorizing renewal of the FDOT maintenance agreement for S.R. A1A from south of Owens Avenue to Pope Road.

RESOLUTION 21-10

**CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY**

**RE: TO AUTHORIZE RENEWAL OF
AGREEMENT WITH THE FLORIDA
DEPARTMENT OF
TRANSPORTATION FOR CITY TO
MAINTAIN S.R. A1A LANDSCAPING**

The City Commission of St. Augustine Beach, St. Johns County, Florida, in regular meeting duly assembled on Monday, March 1, 2021, resolves as follows:

WHEREAS, the Florida Department of Transportation in 1996-97 widened State Road A1A, which forms the western boundary; and

WHEREAS, when the widening project was completed, the City agreed to maintain the landscaping along that section of S.R. A1A that was within the City limits and later that section which was in the County from the City's southern limits to Owens Avenue; and

WHEREAS, the contract provided an option for renewal under the same terms and conditions, subject to mutual consent by both parties; and

WHEREAS, it is in the best interest of both parties to renew the existing contract; and

WHEREAS, the Florida Department of Transportation has submitted the contract renewal (attached hereto and incorporated herein), seeking mutual consent to enter into the same; and

WHEREAS, the City has reviewed the terms, provisions and conditions of the contract renewal, and determined that executing the document will serve the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of St. Augustine Beach, St. Johns County, Florida hereby authorizes the renewal of the landscape maintenance agreement with the Florida Department of Transportation.

RESOLVED AND DONE, this 1st day of March, 2021 by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and **City of St Augustine Beach, Florida** ("Agency").

-RECITALS-

1. The Department owns and currently maintains those portions of the state highway system identified in Exhibit "A" ("Property"); and
2. The Agency desires to assume the maintenance responsibilities of the Property in order to improve the aesthetic appearance of the Agency; and
3. The Property is within or adjacent to the corporate limits of the Agency; and
4. The Agency, by Resolution No. 21-10 dated March 1, 2021, attached as Exhibit "B", authorizes its officers to enter this Agreement.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS & EXHIBITS

The above recitals and attached exhibits, if any, are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement ("Effective Date").

3. TERM

The term of this Agreement shall be for a period of three (3) consecutive years, unless otherwise terminated by the Department in writing. The operation, maintenance, and repair duties required by paragraph 6, below, will actually commence on March 1, 2021 and continue for one full calendar year from that same date, renewable for three consecutive years from the Effective Date.

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform this Agreement, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, St Johns County, Florida and other local governmental entities ("Governmental Law").

6. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain & repair the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Agency shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-i, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Property has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Agency shall maintain all turf and landscaped areas within the Department Property, including, without limitation, performing the following:

(1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants; and

(4) Routinely keep litter removed from the Property; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and

C. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

D. If the Department determines that the Agency is not maintaining the Property in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

E. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

F. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify

the Agency prior to action under this section, but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

G. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

7. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Roadway Design Standards Index 600 Series; and (4) other applicable Governmental Law.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

8. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the Agency to improve or modify the Property if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Maintenance" section of this Agreement.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

9. ADDITIONAL LANDSCAPING

The Agency shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

10. PERMISSIVE USE

This Agreement creates a permissive use only. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

12. REMOVAL

The Department may require modification, relocation or removal of the landscaping, plants, trees and other improvements located on or within the Property without liability to the Agency if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement; (2) modification,

relocation or removal of any such improvements is required by applicable Governmental Law; or (3) the Department determines that modification, relocation or removal of any such improvements is necessary or will benefit the Department in the conduct of its business. The Agency shall modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Property to a condition that satisfies the requirements of applicable Governmental Law within thirty (30) days of the Department's written notice requiring modification, relocation or removal. The Agency shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

13. PAYMENTS TO AGENCY

The Department shall compensate the Agency for the performance of this Agreement in the amount of **\$8,995.00** per quarter for a total sum of **\$35,980.00** per year. Payments shall commence at the conclusion of the first three-month period following the Effective Date of this Agreement. The Department may suspend payment of any sums due hereunder without penalty or interest if the Agency is in breach of any term or provision of this Agreement at the time payment is due. In the event this Agreement is terminated, payment shall be prorated for the quarter in which termination occurs.

14. PAYMENTS TO DEPARTMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in §376.305 and §337.27(4), Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from time to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by this

Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Contracts Manager
3600 DOT Road
St. Augustine, Florida 32084

Agency: City of St. Augustine Beach
ATTN: Patricia Douylliez
2200 A1A South
St. Augustine, Florida 32080
pdouylliez@cityofsab.org

18. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

19. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of this Agreement.

20. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

21. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of this Agreement, including, without limitation, damages allegedly flowing there from.

22. ASSIGNMENT

The Agency may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform this Agreement.

23. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

24. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in this Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision

of this Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of this Agreement and executes this Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of this Agreement.

25. ENTIRE AGREEMENT

This instrument, together with the attached exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of this Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in this Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

33. CONTRACTUAL SERVICES

In the event this Agreement is for a "contractual service" as defined by §287.012, Florida Statutes, as the same may be amended from time to time, then all applicable provisions of Chapter 287, Florida Statutes shall apply.

34. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of the Vendor Ombudsman include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

35. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund this Agreement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

36. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the

Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

**IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS
REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of ten (10) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Agency

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____

Legal Counsel for Agency

EXHIBIT "A"

City of St. Augustine Beach

MAINTENANCE LOCATIONS

STATE ROAD NUMBER

LIMITS

SR A1A

FROM: South of Owens Ave. (M.P. 9.718)

TO: Pope Road (M.P. 13.668)

For the purpose of this Agreement the locations to be maintained by the City of St. Augustine Beach shall be maintained to a minimum standard so as to meet the Maintenance Rating Program's (MRP) desired rating of 80. Should any item of maintenance fall below the desired rating, the City of St. Augustine Beach agrees to immediately concentrate efforts and to bring the deficient item up to a minimum MRP rating of 80. The City of St. Augustine Beach will not be responsible for a below 80 rating if the cause and effect is not due to neglect by the City of St. Augustine Beach.

EXHIBIT "B"
(RESOLUTION)

**City of St. Augustine Beach Building and Zoning Department****TO: Max Royle****FROM: Brian Law****SUBJECT: Swimming Pool Clearance Sheet and Building Permit fees****DATE: 2-10-2021**

With the launch of the MCSJ permitting software in mid-April 2019 it has given the Building and Zoning Department an ability to evaluate total fees charged for individual work types. It was noticed during the review of swimming pools permits that swimming pool valuations have increased dramatically resulting in higher than expected permit costs as the current permit value is based upon total valuation of work. It is the recommendation of the Building Official that the City establishes a flat fee for swimming pool building permits thus eliminating any potential of overcharging the customers based upon the service provided by the Building Department. In addition to the reduction in swimming pool permitting fees it is also recommended that the Clearance sheet fee be reduced to \$250.00 total in lieu of the current \$400.00.

Brian W Law CBO, CFM, MCP
City of St. Augustine Beach
Director of Building and Zoning
2200 A1A South
St. Augustine Beach, FL 32080
(904) 471-8758
blaw@cityofsab.org

RESOLUTION NO. 21-11

**CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY**

**RE: ESTABLISHING FEES FOR
DRIVEWAY CONNECTIONS WITHIN
CITY RIGHTS OF WAY**

WHEREAS, the City Commission of the City of Saint Augustine Beach, Florida has passed an ordinance authorizing that fees be established by Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SAINT AUGUSTINE BEACH, FLORIDA IN REGULAR SESSION ASSEMBLED:

The City Commission of the City of St. Augustine Beach, St. Johns County, Florida 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, stormwater management plan review and driveway connections within the City's rights-of-way as contained within **Exhibit "A"**, which is attached hereto.

RESOLVED AND DONE, this __ day of March 2021, by the City Commission of the City of Saint Augustine Beach, Saint Johns County, Florida.

Margaret England, Mayor

ATTEST:

Max Royle, City Manager

EXHIBIT "A"

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

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---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 \$300.00

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.

State Surcharge-----Based on current State Requirements

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 and Landscape Fund

Clearance Sheet Fee for Swimming Pools -- \$250.00

Clearance Sheet Fee for Screen Enclosures----- \$100.00

Clearance Sheet Fee for Commercial Renovations-----\$100.00

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"-----\$5.00 per sheet

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

Residential Single System (new)----- \$60.00

Each Additional System (new)-----\$40.00

Change outs (per system)-----\$50.00

Repairs, Alterations, Additions-----\$50.00

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-----\$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-----\$15.00

Photovoltaic/Thermal Permit---- based on cost using Total Valuation Table

PLUMBING

Issuance of permit-----\$15.00

Base permit fee-----\$15.00

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-----\$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

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.

Tree removals 30" or greater requiring Planning and Zoning Board approval----- \$50.00

Flexible setbacks to save trees requiring Planning and Zoning Board Approval-----\$50.00

CONTRACTOR LICENSING

Issuance/Renewal of Construction Contractor License-Biennial-----\$80.00

Issuance/Renewal of Tree Contractor License-Biennial-----\$80.00

Duplicate Card-----\$20.00

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.

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 with a \$400.00 minimum

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)-----\$125.00

Annual Re-inspection (per dwelling or unit)-----\$125.00

Reinspection Fees-----\$53.00

Extra inspection (uncorrected re-inspection items)----- Double the re-inspection fee

DRIVEWAY CONNECTIONS WITHIN CITY RIGHTS-OF-WAY

Residential Driveways

1. Construction of a residential driveway within a city right-of-way associated with an active building and/or zoning permit
--- No Fee.
2. Construction or modification of a residential driveway within a city right-of-way not associated with an active building and/or zoning permit-----\$100.00.
3. Working with no permit-----\$100.00 and double permit fee

Commercial Driveways

1. Construction of a commercial driveway within a city right-of-way associated with an active building and/or zoning permit
---- \$125.00.

2. Construction or modification of a commercial driveway within a city right-of-way not associated with an active building and/or zoning permit----\$250.00.

3. Working with no permit----\$100.00 and double permit fee

**City of St. Augustine Beach Building and Zoning Department**

TO: Max Royle
FROM: Brian Law
SUBJECT: Small Platted Lots setbacks
DATE: 2-8-2021

During the City Commission meeting on the 1st of February 2021 a conversation ensued regarding the small platted lots in relation to the current setbacks. The mayor asked that this topic be brought back to them at the March Commission meeting. Included with this memo are 2 different drafts regarding proposed setback changes. The proposal "draft 1" is a simple reduction in current setbacks for small platted lots and the reduction of all single family residence setbacks to 20 feet. The proposal "draft 2" limits the total height of the structure to 27 feet for the reduced setbacks on the 50' x 93' lots. The proposed changes are in red for ease of viewing. If the City Commission decides to move forward with a modification of the City setbacks the Building & Zoning Department asks that the city attorney drafts an ordinance for the April Commission meeting.

Brian W Law CBO, CFM, MCP
City of St. Augustine Beach
Director of Building and Zoning
2200 A1A South
St. Augustine Beach, FL 32080
(904) 471-8758
blaw@cityofsab.org

Sec. 6.01.03. - Building setback requirements.

- A. Subject to paragraph B. and any other provisions of this section, no portion of any building may be located on any lot closer to any lot line or to the street right-of-way line than authorized in the table set forth in this section. This will apply to any subdivision that does not have setback modifications approved by the City Commission, and by approval of respective Homeowner's Associations.

Land Use	Front Yard	Side Yard	Rear Yard	Street Side
Single-family	25 ft.	10 ft.	20 ft. 25 ft.	12-15 ft.
Single-family on 50' x 93' platted lots	20 ft.	7.5 ft.	20 ft.	12 ft.
Multifamily (2 to 8 units)	25 ft.	10 ft.	20 ft.	15 ft.
Multifamily (8 units or more)	35 ft.	15 ft.	20 ft.	15 ft.
Commercial	20 ft.	10 ft.	20 ft.	15 ft.
Other uses (same as commercial)	20 ft.	10 ft.	20 ft.	15 ft.

1. Single family setbacks in the overlay districts as described in section 3.08.00 shall be per the applicable overlay requirements.
2. Roof overhangs for single family land use may project past the setbacks up to 18 inches.
3. Flexible setback to save trees for single family land use:
 - a. In all cases, the justification for a change in a setback requirement must be to save a significant tree, which per the Board's motion to approve this Application is defined as being eight (8) inches in diameter at breast height (DBH) or greater, as demonstrated on a site plan with a tree and topography survey.
 - b. Front and rear yard setbacks, currently required to be 25 feet in the front and 25 feet in the rear, shall be allowed to be moved forward or backward 7.5 feet as long as a total of 50 feet total for combined front and rear yard setbacks is maintained.
 - c. Side yard setbacks, currently required to be 10 feet on each side, shall be allowed to be moved five feet to either side as long as a total of 20 feet total for combined side yard setbacks is maintained and a minimum of 15 feet is maintained between adjacent structures.
 - d. All requests for flexible setbacks to save trees must have the approval of the City's Building Official, the applicable Homeowners Association (if required) and the Comprehensive Planning and Zoning Board.
 - e. Flexible setbacks are not applicable to the small platted lots described in section 3.08.00 Overlay Districts.
4. Certain architectural features, such as roofs over exterior doors, bump outs, bay windows, etc. may project no more than 2.5 feet including overhangs into the required 10 foot side, 15 foot

street side and the 25 rear and front setbacks. These architectural features shall not exceed 25% of the wall that they are serving nor shall they be supported by the earth.

5. Any lot with a width of 50 ft. or less shall have a 7.5 ft. side setback.

B. Minimum setbacks for non-structural components of a structure.

1. *Decks:* Any deck less than twelve (12) inches above finished grade is not subject to setbacks requirements. However, this type of deck is not allowed within two (2) feet of an adjacent property line.
 - a. Any deck exceeding thirty (30) inches in height is subject to the setback requirements as specified in the table and is required to be permitted by the Building Department. If the main structure is built to the twenty (20') foot setback line, a deck less than thirty (30) inches is exempt from permitting and may encroach into the rear yard setback a distance not to exceed eight (8) feet from the principal structure and may encroach into the front setback a distance of five (5) feet from the principal structure. If the main structure is built to the twenty-five (25') foot setback line, a deck may extend twelve (12') feet into the rear setback and for the front, the deck may extend ten (10') feet into the front setback. Any requested extension exceeding the setback encroachment allowed in this paragraph will require proof of a hardship, not self-created, to apply for a variance to the Comprehensive Planning and Zoning Board of the City.
 - b. For second and third level decks, the allowable extension from the main structure built at the twenty (20') foot setback is five (5) feet into the front or rear setback from the main structure. For a structure built at the twenty-five (25') foot setback, the allowable extension is ten (10') feet into the front or rear setback. Any extension greater than what is allowed in this paragraph will require proof of a hardship, not self-created, to apply for a variance to the Comprehensive Planning and Zoning Board.
2. *Auxiliary structures:*
 - a. This applies to features such as open air arbors, trellises and free standing tiki bars that do not exceed twelve (12) feet in height. These structures 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 (12) 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.
 - c. Swimming pools and screen enclosures (regardless of whether or not enclosing a pool) shall be, at a minimum five (5) feet from the rear and side setbacks. This applies to the water line or the screen enclosure.
 - d. Storage sheds not exceeding eight (8) feet in width and twelve (12) feet in length shall be allowed a five (5) foot rear and side setback. Any storage shed exceeding ninety-six (96) square feet shall meet the same setbacks as specified in the table for new and existing construction. Storage sheds are not allowed in the front setback area.
 - e. Application for a variance to any sub-section in this paragraph is allowed providing a self-created hardship is not the basis for the application.
3. *Minimum setbacks between buildings:*
 - a. The minimum setback between adjacent structures shall be ten (10) feet except that no setback is required where an attachment easement has been created.
 - b. Distance shall be measured at the narrowest point between structures of the main living unit, principal structure, an allowable attachment or an accessory use or to the ordinary

projections of chimneys or flues, not exceeding two feet (2) feet. The measurement shall be taken from the structures walls, not including overhangs.

- c. Dry cleaning establishments must meet the required commercial setbacks and cannot be located in a shopping center where zero (0) setbacks are allowed between adjacent stores. The exception shall be where a facility is for pick-up only with no actual dry-cleaning performed within the facility.

(Ord. No. 18-08, § 1(Exh. 1), 7-2-18; Ord. No. 20-02, § 6(Exh. 1), 3-2-20)

DRAFT 1

Sec. 6.01.03. - Building setback requirements.

- A. Subject to paragraph B. and any other provisions of this section, no portion of any building may be located on any lot closer to any lot line or to the street right-of-way line than authorized in the table set forth in this section. This will apply to any subdivision that does not have setback modifications approved by the City Commission, and by approval of respective Homeowner's Associations.

Land Use	Front Yard	Side Yard	Rear Yard	Street Side
Single-family	25 ft.	10 ft.	20 ft. 25 ft.	12 15 ft.
*Single-family on 50' x 93' platted lots	20 ft.	7.5 ft.	20 ft.	12 ft.
Multifamily (2 to 8 units)	25 ft.	10 ft.	20 ft.	15 ft.
Multifamily (8 units or more)	35 ft.	15 ft.	20 ft.	15 ft.
Commercial	20 ft.	10 ft.	20 ft.	15 ft.
Other uses (same as commercial)	20 ft.	10 ft.	20 ft.	15 ft.

* Total height of building as measured per section 6.01.04 shall not exceed 27 feet

1. Single family setbacks in the overlay districts as described in section 3.08.00 shall be per the applicable overlay requirements.
2. Roof overhangs for single family land use may project past the setbacks up to 18 inches.
3. Flexible setback to save trees for single family land use:
 - a. In all cases, the justification for a change in a setback requirement must be to save a significant tree, which per the Board's motion to approve this Application is defined as being eight (8) inches in diameter at breast height (DBH) or greater, as demonstrated on a site plan with a tree and topography survey.
 - b. Front and rear yard setbacks, currently required to be 25 feet in the front and 25 feet in the rear, shall be allowed to be moved forward or backward 7.5 feet as long as a total of 50 feet total for combined front and rear yard setbacks is maintained.
 - c. Side yard setbacks, currently required to be 10 feet on each side, shall be allowed to be moved five feet to either side as long as a total of 20 feet total for combined side yard setbacks is maintained and a minimum of 15 feet is maintained between adjacent structures.
 - d. All requests for flexible setbacks to save trees must have the approval of the City's Building Official, the applicable Homeowners Association (if required) and the Comprehensive Planning and Zoning Board.
 - e. Flexible setbacks are not applicable to the small platted lots described in section 3.08.00 Overlay Districts.
4. Certain architectural features, such as roofs over exterior doors, bump outs, bay windows, etc. may project no more than 2.5 feet including overhangs into the required 10 foot side, 15 foot

street side and the 25 rear and front setbacks. These architectural features shall not exceed 25% of the wall that they are serving nor shall they be supported by the earth.

5. Any lot with a width of 50 ft. or less shall have a 7.5 ft. side setback.

B. Minimum setbacks for non-structural components of a structure.

1. *Decks:* Any deck less than twelve (12) inches above finished grade is not subject to setbacks requirements. However, this type of deck is not allowed within two (2) feet of an adjacent property line.

a. Any deck exceeding thirty (30) inches in height is subject to the setback requirements as specified in the table and is required to be permitted by the Building Department. If the main structure is built to the twenty (20') foot setback line, a deck less than thirty (30) inches is exempt from permitting and may encroach into the rear yard setback a distance not to exceed eight (8) feet from the principal structure and may encroach into the front setback a distance of five (5) feet from the principal structure. If the main structure is built to the twenty-five (25') foot setback line, a deck may extend twelve (12') feet into the rear setback and for the front, the deck may extend ten (10') feet into the front setback. Any requested extension exceeding the setback encroachment allowed in this paragraph will require proof of a hardship, not self-created, to apply for a variance to the Comprehensive Planning and Zoning Board of the City.

b. For second and third level decks, the allowable extension from the main structure built at the twenty (20') foot setback is five (5) feet into the front or rear setback from the main structure. For a structure built at the twenty-five (25') foot setback, the allowable extension is ten (10') feet into the front or rear setback. Any extension greater than what is allowed in this paragraph will require proof of a hardship, not self-created, to apply for a variance to the Comprehensive Planning and Zoning Board.

2. *Auxiliary structures:*

a. This applies to features such as open air arbors, trellises and free standing tiki bars that do not exceed twelve (12) feet in height. These structures 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 (12) 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.

c. Swimming pools and screen enclosures (regardless of whether or not enclosing a pool) shall be, at a minimum five (5) feet from the rear and side setbacks. This applies to the water line or the screen enclosure.

d. Storage sheds not exceeding eight (8) feet in width and twelve (12) feet in length shall be allowed a five (5) foot rear and side setback. Any storage shed exceeding ninety-six (96) square feet shall meet the same setbacks as specified in the table for new and existing construction. Storage sheds are not allowed in the front setback area.

e. Application for a variance to any sub-section in this paragraph is allowed providing a self-created hardship is not the basis for the application.

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a. The minimum setback between adjacent structures shall be ten (10) feet except that no setback is required where an attachment easement has been created.

b. Distance shall be measured at the narrowest point between structures of the main living unit, principal structure, an allowable attachment or an accessory use or to the ordinary

projections of chimneys or flues, not exceeding two feet (2) feet. The measurement shall be taken from the structures walls, not including overhangs.

- c. Dry cleaning establishments must meet the required commercial setbacks and cannot be located in a shopping center where zero (0) setbacks are allowed between adjacent stores. The exception shall be where a facility is for pick-up only with no actual dry-cleaning performed within the facility.

(Ord. No. 18-08, § 1(Exh. 1), 7-2-18; Ord. No. 20-02, § 6(Exh. 1), 3-2-20)

DRAFT 2

MEMORANDUM

Date: February 18, 2021

To: Max Royle, City Manager

From: William Tredik, Public Works Director

Subject: Amendment No. 35 to the Contract between the City of St. Augustine Beach and CMT for Construction Engineering, Administration and Observation Services for the Stormwater Pump Station and Weir Improvements

BACKGROUND

The City of St. Augustine Beach Stormwater Outfall was severely damaged during Hurricanes Matthew and Irma, resulting in a breach of the existing earthen/fabiform weir. This weir failure allowed daily tidal flow into and out of the lake and reduced the ability of the system to treat stormwater runoff. The City permitted and constructed a temporary sheet pile weir which remains in place to date, while pursuing funding for a permanent weir and pump station replacement and upgrade.

The City was successful in obtaining grants from the Florida Division of Emergency Management (FDEM), FEMA funded Hazard Mitigation Grant Program (HMGP) and the St. Johns River Water Management District (SJRWMD) District-Wide Cost Share Program for the construction and upgrade of the pump station and weir. The anticipated total project cost to replace the damaged weir and pump station is approximately \$2.58 million, broken down as follows:

Phase 1 (design and permitting)	\$ 159,850
Phase 2 (construction)	\$ 2,415,610

Phase 1 is complete. Phase 2 will be funded by the HMGP grant (75%) and the SJRWMD grant (25%). The revenue agreement with SJRWMD is in place, and the dedication of FEMA funds is anticipated in March 2021. The City advertised for bids on February 12, 2021 in anticipation of the FEMA approval of funding in March 2021. Bids are currently scheduled to be opened on March 11, 2021. It is anticipated that construction of the pump station and weir improvements will begin in Spring 2021.

DISCUSSION

The size and critical nature of the project mandates that the City secure a construction administration and inspection firm with the expertise necessary to guarantee a successful project. Management of the project and conducting the daily inspections and record keeping necessary to secure reimbursement from FDEM and SJRWMD requires

substantial time commitment beyond that currently available utilizing City staff. Additionally, the technical nature of the design and construction mandates the need to use a project manager and construction observer with experience on similar projects.

CMT, the City's continuing contractor engineering consultant, has designed and permitted the project and assisted the City throughout. Their knowledge of the design, experience with similar projects and HMGP familiarity make them ideally suited to provide Construction Engineering, Administration and Observation Services for the project. Staff thus requested that CMT provide a proposal for these services. The CMT proposal breaks work down into two (2) main tasks for the following not to exceed fees:

- | | |
|-----------------------------------------|----------|
| 1. Construction Administration Services | \$39,900 |
| 2. Construction Observation | \$59,600 |

Payment for services will be based upon actual hours worked with a total not to exceed fee of **\$99,500**. This proposed fee represents 4.1% of the anticipated total construction costs and is well below established Construction Engineering and Inspection (CEI) averages. The favorable CEI percentage for this project is achieved by the expectation that work effort will likely not be linear due to the probability of work gaps associated with anticipated product manufacturing and delivery times.

RECOMMENDATION

Approve Amendment No. 35 to the Contract between the City of St. Augustine Beach and CMT for Construction Engineering, Administration and Observation Services for the Mizell road Stormwater Pump Station and Weir Improvements

AMENDMENT NO. 35

Construction Engineering Services HMGP project No. 4283-88-R Stormwater Pump Station and Weir Improvements Construction Admin and Observation Services

THIS AMENDMENT is made as of _____, 2021, by and between **CITY OF ST. AUGUSTINE BEACH (City)** and, **CRAWFORD MURPHY & TILLEY, ENGINEERS AND CONSULTANTS (formerly known as STONE ENGINEERING GROUP, INC.)**, a Florida corporation. This Amendment to the City / CMT Agreement for Professional Engineering Services is in connection with the City's efforts to complete the above upgrades and improvements within the HMGP project.

SECTION 1: PROJECT DESCRIPTION

The HMGP Project No.4283-88-R is defined by the FDEM/FEMA grant funding and the Project Bid documents as advertised on February 12, 2021.

The services outlined below represent construction administration assistance and field construction observation services to verify the construction contractor's substantial completion of the project in accordance with the construction documents.

SECTION 2: SCOPE OF SERVICES

Our services will be provided in the following Tasks 1 and 2.

TASK1: CONSTRUCTION ADMINISTRATION SERVICES

Sub-Task 1a – Pre-Construction Preparation

This Task to include services associated with attending pre-construction meeting with the contractor, review of contract documentation and notices required prior to field construction beginning. The services include:

- A. Compile Construction Document Manual and provide required authorizations and Notices to the Contractor
- B. Arrange a Pre-construction Conference, Present the Agenda, create minutes of the Meeting and distribute to all Parties
- C. Review Payment Application Quantity schedule and Review the progressive Construction Schedule of Work.
- D. Review for Project conformance Shop Drawing and Materials submittal data packages (estimated 30)

Sub-Task 1b – Ongoing Construction Administration

This Task to include services rendered periodically as requested or needed per the contract documents and to include:

- A. Contractor Partial Pay Request Review, field confirmation and Certification to Owner (estimated 12)
- B. Contractor Request for Additional Information / Clarification of Intent of construction documents (estimated 15)
- C. Review and Processing of Owner or Contractor initiated Change Order Request (estimated 4)
- D. Review of Contractor Request for Material or Equipment Substitutions or Design changes.
- E. Construction Status and Coordination Meetings (estimated twice per month for 10 months)

Sub-Task 1c – Construction Administration Close-out

This Task to include services rendered at the completion of the project per the contract documents and to include:

- A. Review of Contractor Produced As-Built or Record Documents with any revisions
- B. Review/ revisions of Contractor Produced Operation and Maintenance Manuals
- C. Observe and Verify Equipment Testing and Performance and any retesting
- D. Attend Substantial Completion Inspection and issue Acknowledgement
- E. Attend Final Completion inspection and issue Approval
- F. Coordinate and Review Final Payment and supporting documentation

Sub-Task 1d – Agency Construction Completion Certification

This task includes the Regulatory agency required Construction Certification of Completion.

- A. Engineering services associated with coordinating the Contractors submission of the various close out documents required as part of the Engineers certification of Completion
- B. Engineer Certification of Completion to the Regulatory Agency

TASK 2: CONSTRUCTION OBSERVATION

Sub-Task a – Field Construction Observation

The construction inspection/observation services are not considered full time. The allocation of time has been set to a level to reasonably determine that the construction will be substantially in conformance with the construction documents and the intent of the design. Time and expenses has been budgeted on a basis of 5 site visits per week at 3 hours per visit for 10 months of field required construction during the contractor's 12 month contract period.

SECTION 3: PROFESSIONAL FEES

Our fee is outlined below:

Task 1.	Construction Administration Services	\$	39,900
Task 2.	Construction Observation	\$	59,600
Total Budgeted Fee		\$	99,500

The services under Task 2 are based upon specific allocations of time expended by CMT. The basis of the hours presented above may be adjusted on a periodic basis by the City or Contractor construction schedule but shall not be exceeded in total without a prior authorization to do so by the City.

The Amendment is subject to the general conditions of the Master Agreement between the City of St. Augustine Beach and CMT.

IN WITNESS WHEREOF, the parties have made and executed this Amendment, the day month and year first above written.

CITY OF ST. AUGUSTINE BEACH, FLORIDA

By: _____
Its Mayor

ATTEST:

By: _____
Its City Manager

Crawford Murphy & Tilly Inc.

By: _____
Its Regional Manager: Gary L. Sneddon

cc: Contracts File

**BOARD AND DEPARTMENTAL REPORT FOR CITY COMMISSION MEETING
MARCH 1, 2021**

CODE ENFORCEMENT/BUILDING/ZONING

Please see pages 1-18.

COMPREHENSIVE PLANNING AND ZONING BOARD

The minutes of the Board's January 19, 2021, meeting are attached as pages 19-30.

SUSTAINABILITY AND ENVIRONMENTAL ADVISORY PLANNING COMMITTEE

The minutes of the Committee's January 13, 2021, meeting are attached as pages 31-36.

POLICE DEPARTMENT

Please see page 37.

PUBLIC WORKS DEPARTMENT

Please see pages 38-42.

FINANCE/ADMINISTRATION

Please see page 43.

CITY MANAGER

1. Complaints

A. Water Pooling on A Street

Rainwater pools on the north side of the section of A Street between the beach and the Boulevard. At the request of the Commission, the City Manager has informed the County of this problem. A Street between the beach and State Road A1A is owned by the County.

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. A possible solution may be for the City to construct the road and charge the property owners a special assessment in accordance with the long-standing policy that adjacent property owners must pay the cost of a new road that will benefit their properties. The Commission discussed this option at its September 14th meeting as well as the request of two property owners that their lots have a dedicated conservation easement on them administered by the North Florida Land Trust. Though the Commission did not approve a motion, the general consensus was for the City to proceed with plans for opening this section of 2nd Street, with the lot owners paying two-thirds of the cost and the City paying the remaining third. On October 21st, the City Manager met with representatives of the North Florida Land Trust about the conservation easement for the three lots. The representatives brought the proposal to their Board of Directors in November. It declined to provide the easement for the lots. At its November 9th meeting, the City Commission passed a resolution stating the City's intent to levy a non-ad valorem assessment as the means to get money from the lot owners to pay their share of the costs to open the street. At its December 7th meeting, the Commission reviewed cost estimates and other information provided by the Public Works Director and decided to have a hybrid plan: some lot owners could pay their share of the costs now or in the near future; owners of other lots would pay the costs by means of an assessment on their yearly property tax bills. The public hearing for the assessment was advertised for the Commission's December 7th meeting and the resolution stating the Commission intent to levy the assessment was passed again. At the Commission's February 1st meeting, the Commission approved an amendment to the contract with the City's civil engineering consultant for it to do design work and approved a budget resolution to appropriate money for the consultant's services. The design phase will begin in March.

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. However, because of the pandemic, the search for funding for this project will be suspended at this time.

B. Beach Matters

1) Off-Beach Parking

As the City Commission has decided for the time being not to have paid parking in the City, the focus concerning off-beach parking has shifted to improving the City's existing rights-of-way and plazas to improve the rights-of-way and areas where people can park. At its March 2, 2020, meeting, the Commission reviewed a report prepared by the Public Works Director of City-owned streets and plazas where parking improvements could be made. The Public Works Director and the City Manager asked the Tourist Development Council at its March 16th meeting for funding to improve three parking areas. However, as one TDC member said, revenue from the bed tax will likely decline significantly because of the coronavirus pandemic and the City is not likely to receive at this time any bed tax funds for the improvements. Possibly, road impact fees may be used for improving the right-of-way of certain streets for visitor parking. At a workshop in the spring of 2021, the Commission will again discuss a parking plan and whether to have paid parking.

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 applied to the state for a Florida Recreation Development Assistance Program grant to pay half the costs of the restrooms. The City has received the grant. Construction of the restrooms will begin in early 2021. The City also requested money from the County's \$15.5 million surplus. However, the County Commission at its November 5, 2020 meeting decided to use the surplus money for County capital projects that have been delayed from previous fiscal years. For other improvements to the park, the City has applied for funding from a state grant and from a Federal grant from the National Oceanic and Atmospheric Administration. The Public Works Director's master plan for improvements to the Park was reviewed and by the Commission at its October 5, 2020, regular meeting. The plans for the improvements are now in the design and permitting phase.

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. Changes to Land Development Regulations

The Building Department staff is now developing amendments to the Regulations to implement the policies in the revised Comprehensive Plan. At its November 9th meeting, the Commission reviewed four changes proposed by the Building Official:

- a. Occupancy permits
- b. Impervious surface coverage
- c. Unsafe buildings
- d. Number of Code Enforcement Board members

The City Attorney prepared an ordinance, which the Commission reviewed and passed on first reading at its December 7, 2020, meeting. The ordinance had its first public hearing and second reading at the Commission's January 4, 2021, meeting and a second public hearing and final reading at the Commission's February 1st meeting, when it was passed on final reading. This topic will no longer be included in this Report.

A second change to the Regulations is to allow mobile food vending or sales, such as food trucks, in the City. A new state law requires that cities and counties allow such sales. At this time, food trucks are allowed in the City only in connection with City-sponsored events, such as Beach Blast Off. The ordinance to amend the regulations was discussed at the Commission's January 4th meeting. As a result of the discussion, the City Attorney prepared a new draft, which the Commission passed on first reading at its February 1st meeting. The Comprehensive Planning and Zoning Board reviewed the ordinance at its February 16th meeting and recommended its approval, subject to three changes. The ordinance has been scheduled for a public hearing and second reading at the Commission's March 1st meeting.

3. Finance and Budget

A. Fiscal Year 2020 Budget

September 30, 2020, marked the end of Fiscal Year 2020. The audit will be done in the spring of 2021.

B. Fiscal Year 2021 Budget

FY 21 began on October 1, 2020 and will end on September 30, 2021. The monthly financial report for January 2021, shows that for the General Fund, the City had received \$4,261,327 during the first third of the fiscal year and had spent \$2,168,439. The year-to-date surplus is \$2,092,888. At the end of January 2020, the surplus was \$1,478,035. The surplus will gradually diminish over the remaining months of the fiscal year as money from the City's major revenue source, property taxes, declines. The City receives most of the revenue from property taxes between November and April. By the end of January, the City had received \$2,812,308 from property taxes, or 83% of the total projected for the entire fiscal year.

C. Vendor Checks

Please see list on pages 44-64.

D. Alternative Revenue Sources

The City Commission has asked the administration to suggest potential sources of money. At its October 5th meeting, the Commission discussed a preliminary proposal from the Public Works Director to levy a stormwater fee. The Commission decided not to levy the fee but to review the proposal again at a workshop in the spring of 2021. At the October 5th meeting, a Commissioner suggested considering paid parking again. The topic could be discussed at a workshop meeting this spring.

4. Miscellaneous

A. Permits for Upcoming Events

In February, the City Manager approved two permits: a. for St. Johns County Parks and Recreation Department's beach cleanup on May 14th; and b. for the Betty Griffin Center's 5K Run for Peace on September 25, 2021.

B. Strategic Plan

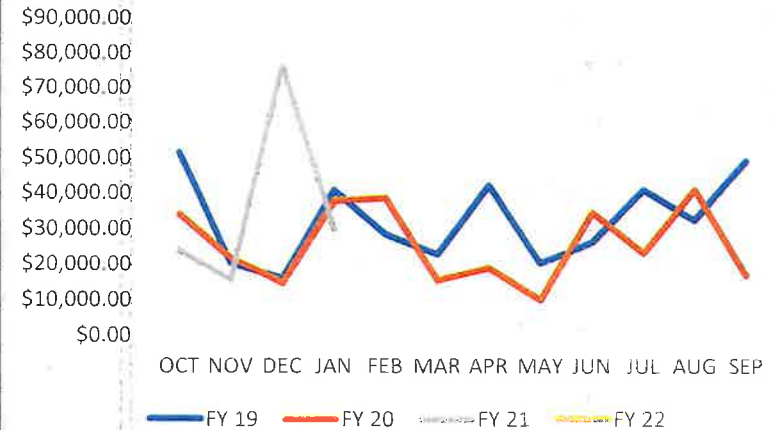
The Commission decided at its January 7, 2019, meeting that it and the City staff would update the plan. The Commission agreed with the City Manager's suggestions for goals at its June 10th meeting and asked that the Planning Board and the Sustainability and Environmental Planning Advisory Committee 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 reviewed the proposed plan at its January 14, 2020, continuation meeting, provided comments and asked that the plan be submitted for another review at the City Commission's April 6th meeting. However, because of the need to shorten the Commission meetings because of the pandemic, review of the strategic plan was postponed. The Commission reviewed the plan at its February 8th continuation meeting. Commissioner George suggested changes to the Vision Statement. She will work with the City Manager on the wording.

CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

BUILDING PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22
OCT	\$51,655.01	\$34,277.62	\$24,139.90	
NOV	\$20,192.42	\$21,844.58	\$15,910.52	
DEC	\$16,104.22	\$14,818.54	\$76,639.68	
JAN	\$40,915.31	\$37,993.58	\$30,011.51	
FEB	\$28,526.70	\$38,761.13		
MAR	\$22,978.53	\$15,666.80		
APR	\$42,292.91	\$19,092.61		
MAY	\$20,391.12	\$10,194.02		
JUN	\$26,445.26	\$34,939.40		
JUL	\$41,120.86	\$23,555.36		
AUG	\$32,714.82	\$41,455.38		
SEP	\$49,543.66	\$17,169.56		
TOTAL	\$392,880.82	\$309,768.58	\$146,701.61	

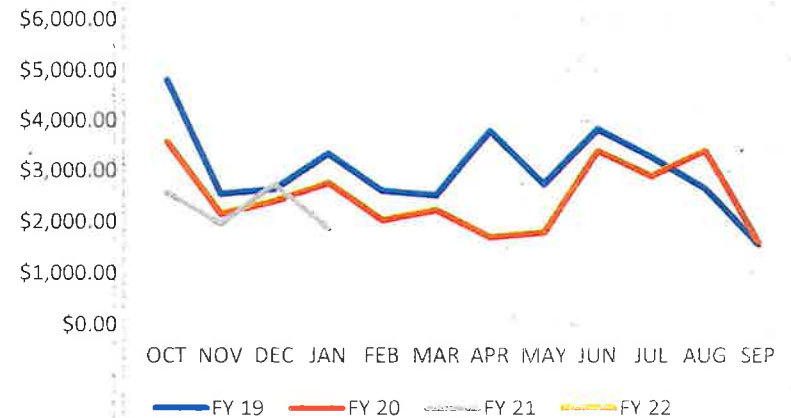
BUILDING PERMIT FEE GRAPH



MECHANICAL PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22
OCT	\$4,819.09	\$3,593.67	\$2,574.62	
NOV	\$2,541.44	\$2,160.00	\$1,963.00	
DEC	\$2,633.64	\$2,409.62	\$2,738.04	
JAN	\$3,338.69	\$2,768.47	\$1,891.99	
FEB	\$2,601.00	\$2,044.08		
MAR	\$2,515.33	\$2,237.73		
APR	\$3,801.26	\$1,716.00		
MAY	\$2,736.33	\$1,809.00		
JUN	\$3,844.54	\$3,417.00		
JUL	\$3,286.00	\$2,917.93		
AUG	\$2,663.49	\$3,430.11		
SEP	\$1,579.42	\$1,621.00		
TOTAL	\$36,360.23	\$30,124.61	\$9,167.65	

MECHANICAL PERMIT FEE REPORT

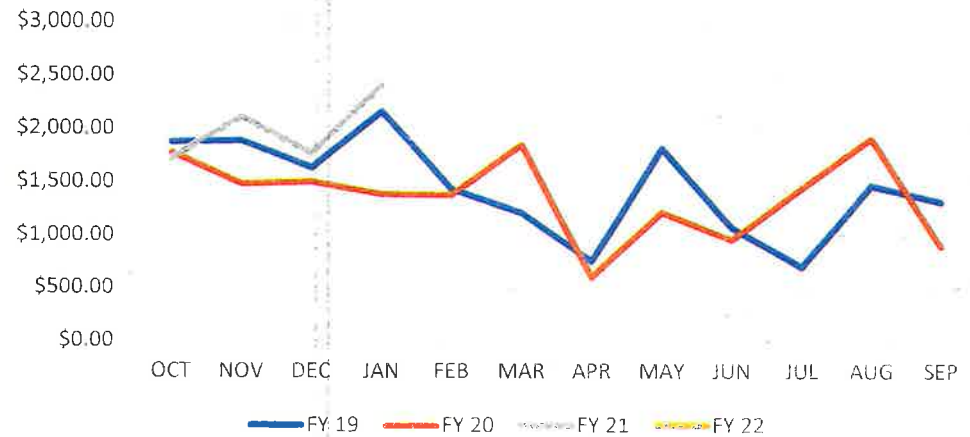


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

ELECTRICAL PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22
OCT	\$1,860.32	\$1,765.00	\$1,718.00	
NOV	\$1,872.66	\$1,475.00	\$2,115.00	
DEC	\$1,622.32	\$1,495.00	\$1,770.00	
JAN	\$2,151.66	\$1,380.00	\$2,418.00	
FEB	\$1,425.32	\$1,375.00		
MAR	\$1,203.33	\$1,843.00		
APR	\$743.00	\$600.00		
MAY	\$1,805.00	\$1,215.00		
JUN	\$1,065.00	\$955.00		
JUL	\$690.00	\$1,443.00		
AUG	\$1,460.00	\$1,910.00		
SEP	\$1,310.00	\$895.00		
TOTAL	\$17,208.61	\$16,351.00	\$8,021.00	

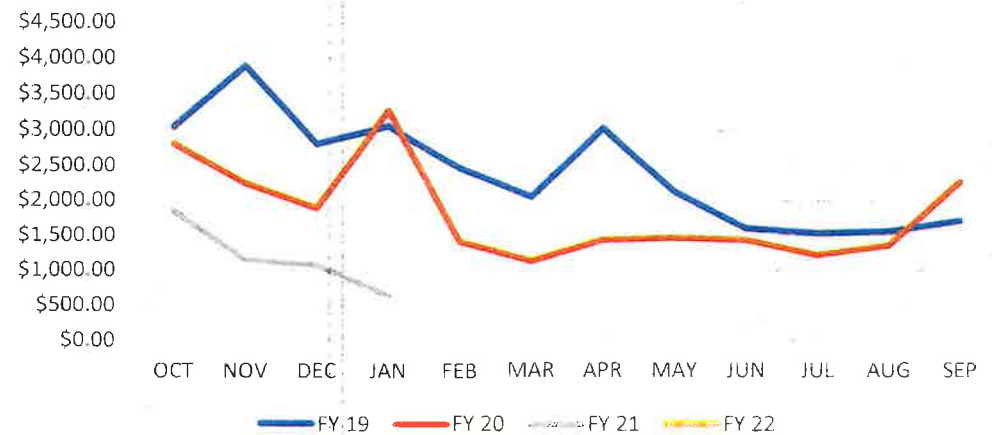
ELECTRICAL PERMIT FEE REPORT



PLUMBING PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22
OCT	\$3,016.37	\$2,786.00	\$1,844.00	
NOV	\$3,867.41	\$2,221.00	\$1,133.00	
DEC	\$2,783.10	\$1,869.00	\$1,062.00	
JAN	\$3,031.40	\$3,256.00	\$628.00	
FEB	\$2,440.44	\$1,395.00		
MAR	\$2,037.24	\$1,125.00		
APR	\$3,015.00	\$1,430.00		
MAY	\$2,110.00	\$1,459.00		
JUN	\$1,590.00	\$1,432.00		
JUL	\$1,525.00	\$1,218.00		
AUG	\$1,550.00	\$1,356.00		
SEP	\$1,706.00	\$2,270.00		
TOTAL	\$28,671.96	\$21,817.00	\$4,667.00	

PLUMBING PERMIT FEE REPORT

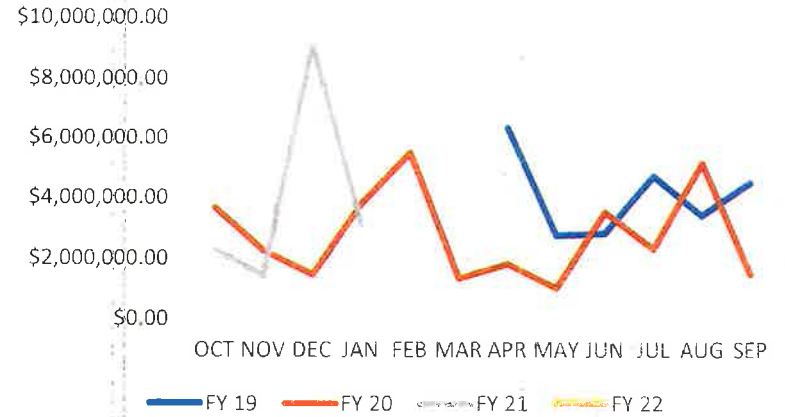


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

ALTERATION COST

	FY 19	FY 20	FY 21	FY 22
OCT		\$3,657,414.56	\$2,313,298.53	
NOV		\$2,242,421.52	\$1,440,841.88	
DEC		\$1,449,915.40	\$9,160,479.89	
JAN		\$3,789,363.81	\$3,088,758.57	
FEB		\$5,519,900.00		
MAR		\$1,321,570.04		
APR	\$6,338,617.35	\$1,803,157.19		
MAY	\$2,731,410.75	\$1,003,140.58		
JUN	\$2,792,442.43	\$3,519,844.50		
JUL	\$4,717,293.00	\$2,300,478.87		
AUG	\$3,393,250.74	\$5,175,949.96		
SEP	\$4,502,737.63	\$1,475,857.57		
TOTAL	\$24,475,751.90	\$33,259,014.00		

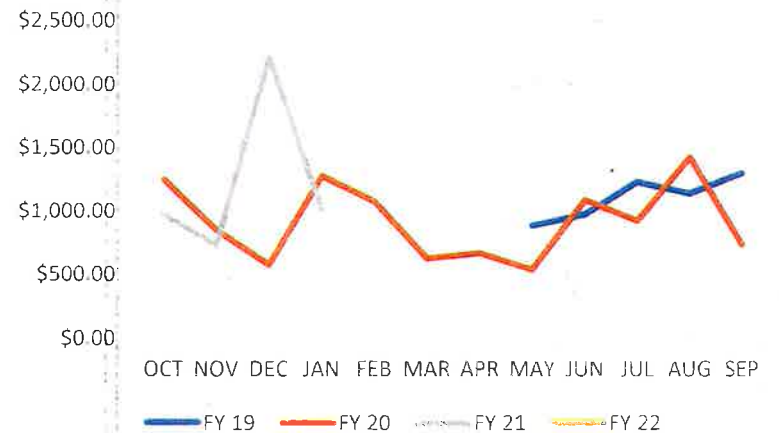
ALTERATION COST



STATE SURCHARGE PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22
OCT		\$1,247.45	\$973.01	
NOV		\$845.65	\$729.40	
DEC		\$569.37	\$2,225.95	
JAN		\$1,277.63	\$1,006.45	
FEB		\$1,079.31		
MAR		\$623.46		
APR		\$666.54		
MAY	\$881.45	\$537.83		
JUN	\$972.50	\$1,093.02		
JUL	\$1,230.25	\$928.44		
AUG	\$1,141.48	\$1,437.49		
SEP	\$1,303.66	\$740.55		
TOTAL	\$5,529.34	\$11,046.74		

STATE SURCHARGE PERMIT FEE REPORT

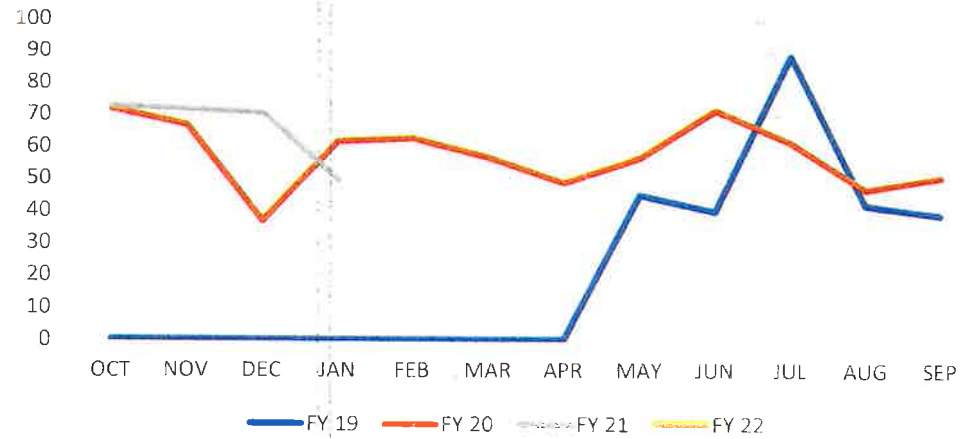


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

OF PLAN REVIEW ACTIVITIES PERFORMED BY BLDG. DEPT.

	FY 19	FY 20	FY 21	FY 22
OCT	0	72	73	
NOV	0	67	72	
DEC	0	37	71	
JAN	0	62	50	
FEB	0	63		
MAR	0	57		
APR	0	49		
MAY	45	57		
JUN	40	72		
JUL	89	62		
AUG	42	47		
SEP	39	51		
TOTAL	255	696	266	

OF PLAN REVIEW ACTIVITIES

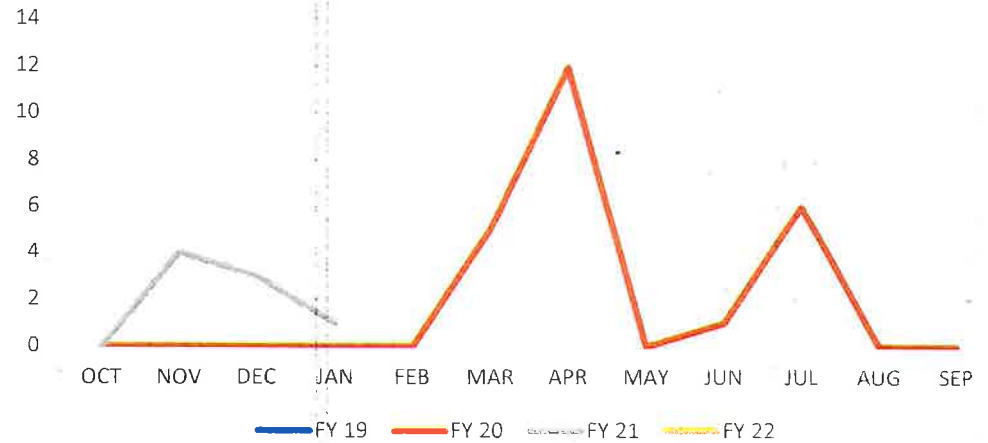


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

OF INSPECTIONS PERFORMED BY PRIVATE PROVIDER

	FY 19	FY 20	FY 21	FY 22
OCT		0	0	
NOV		0	4	
DEC		0	3	
JAN		0	1	
FEB		0		
MAR		5		
APR		12		
MAY		0		
JUN		1		
JUL		6		
AUG		0		
SEP		0		
TOTAL	0	24		

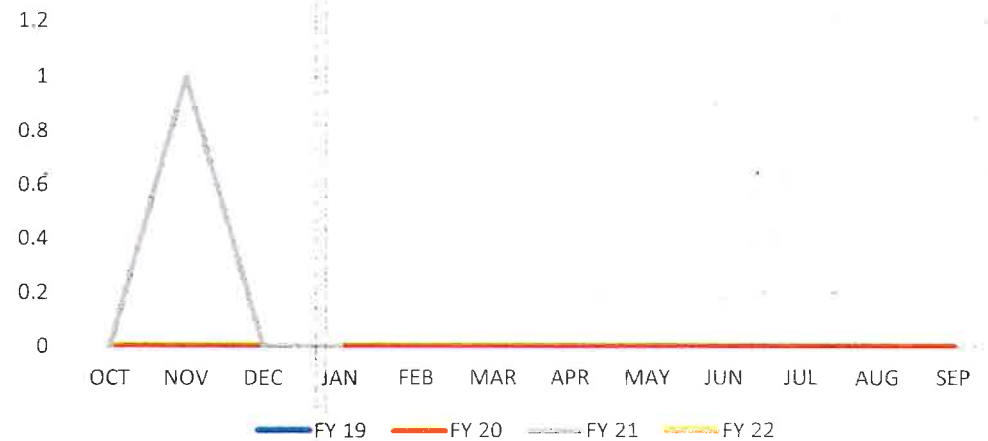
OF INSPECTIONS PERFORMED BY PRIVATE PROVIDER



OF PLAN REVIEWS PERFORMED BY PRIVATE PROVIDER

	FY 19	FY 20	FY 21	FY 22
OCT	0	0	0	
NOV	0	0	1	
DEC	0	0	0	
JAN	0	0	0	
FEB	0	0		
MAR	0	0		
APR	0	0		
MAY	0	0		
JUN	0	0		
JUL	0	0		
AUG	0	0		
SEP	0	0		
TOTAL	0	0		

OF PLAN REVIEWS PERFORMED BY PRIVATE PROVIDER

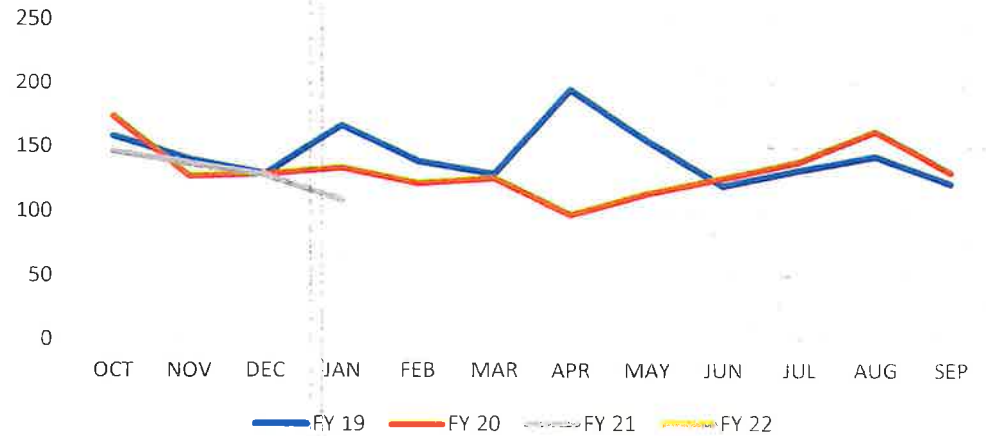


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

OF PERMITS ISSUED

	FY 19	FY 20	FY 21	FY 22
OCT	158	174	147	
NOV	140	127	137	
DEC	129	129	128	
JAN	167	134	110	
FEB	139	122		
MAR	129	126		
APR	195	98		
MAY	155	114		
JUN	120	126		
JUL	132	139		
AUG	143	163		
SEP	122	131		
TOTAL	1729	1583	522	

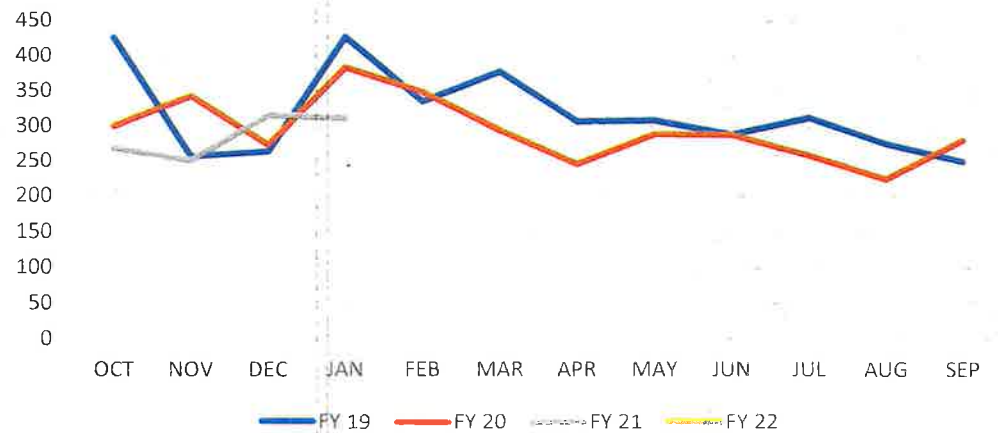
OF PERMITS ISSUED



OF INSPECTIONS PERFORMED

	FY 19	FY 20	FY 21	FY 22
OCT	424	298	268	
NOV	255	341	250	
DEC	262	272	315	
JAN	426	383	311	
FEB	334	348		
MAR	377	294		
APR	306	246		
MAY	308	289		
JUN	288	288		
JUL	312	259		
AUG	275	225		
SEP	250	281		
TOTAL	3817	3524	1144	

OF INSPECTIONS PERFORMED



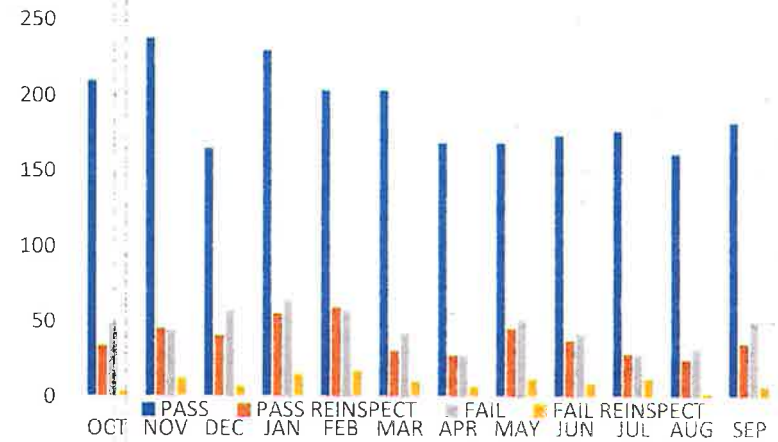
CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

FY 20 INSPECTION RESULTS

	PASS	PASS REINSPECT	FAIL	FAIL REINSPECT
OCT	210	34	49	3
NOV	238	46	44	12
DEC	165	41	58	7
JAN	230	56	65	15
FEB	204	60	58	17
MAR	204	31	43	10
APR	169	28	28	7
MAY	169	46	52	12
JUN	174	38	42	9
JUL	177	29	28	12
AUG	162	25	32	2
SEP	183	36	51	7
TOTAL	2285	470	550	113

RESULTS DO NOT INCLUDE CANCELLED/PERFORMED INSPECTIONS

FY 20 INSPECTION RESULTS

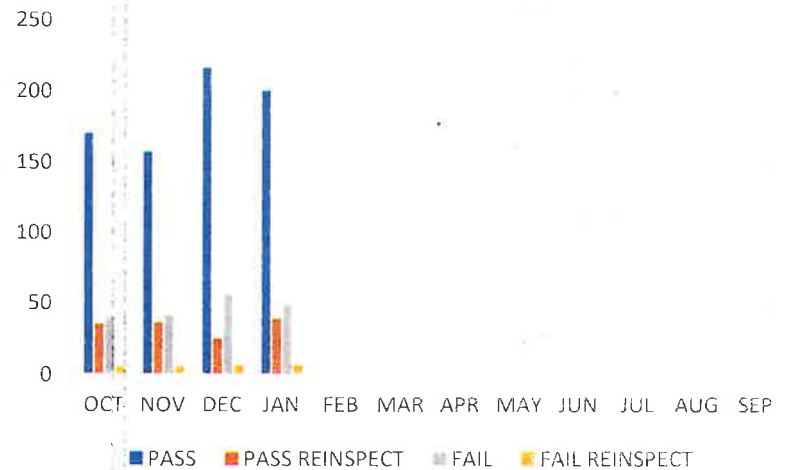


FY 21 INSPECTION RESULTS

	PASS	PASS REINSPECT	FAIL	FAIL REINSPECT
OCT	170	35	40	5
NOV	157	36	41	5
DEC	216	25	56	6
JAN	200	39	49	6
FEB				
MAR				
APR				
MAY				
JUN				
JUL				
AUG				
SEP				
TOTAL	743	135	186	22

RESULTS DO NOT INCLUDE CANCELLED/PERFORMED INSPECTIONS

FY 21 INSPECTION RESULTS



COSAB NEW CONSTRUCTION SFR LIST

Application Id	Property Location	Permit No	Work Type	Issue Date	Certificate Type 1	Certificate Date 1	Description	User Code 1
120	103 SANDPIPER BLVD	P1914404	SFR-D	2/4/2019			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
814	612 OCEAN PALM WAY	P1915252	SFR-D	9/10/2019			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
924	108 8TH ST	P1915316	SFR-D	9/23/2019			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1341	1004 ISLAND WAY	P2000359	SFR-D	2/4/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1414	473 OCEAN FOREST DR	P2000426	SFR-D	1/14/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1419	196 RIDGEWAY RD	P2000430	SFR-D	1/3/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1592	352 RIDGEWAY RD	P2000586	SFR-D	2/6/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1619	77 HIGH DUNE DR	P2000615	SFR-D	2/27/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1699	104 SPANISH OAKS LN	P2000692	SFR-D	4/2/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1775	101 SPANISH OAKS LN	P2000766	SFR-D	6/15/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1955	522 A ST	P2000944	SFR-D	10/5/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1965	392 RIDGEWAY RD	P2000954	SFR-D	6/4/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
1966	378 RIDGEWAY RD	P2000955	SFR-D	5/21/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2049	202 A ST	P2001396	SFR-D	8/14/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2095	138 WHISPERING OAKS CIR	P2001973	SFR-D	12/18/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2177	339 RIDGEWAY RD	P2001288	SFR-D	7/30/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2221	24 EWING ST	P2001260	SFR-D	7/17/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2222	182 RIDGEWAY RD	P2001227	SFR-D	7/17/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2339	434 RIDGEWAY RD	P2001477	SFR-D	9/3/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2372	26 SABOR DE SAL RD	P2001362	SFR-D	8/6/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2480	14 5TH STREET	P2001691	SFR-D	10/15/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2598	7 6TH ST	P2100089	SFR-D	1/28/2021			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2635	314 B ST	P2001690	SFR-D	10/15/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2826	138 RIDGEWAY RD	P2001927	SFR-D	12/4/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2827	394 OCEAN FOREST DR	P2001921	SFR-D	12/4/2020			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
2956	31 VERSAGGI DR	P2002022	SFR-D	1/26/2021			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
3066	484 OCEAN FOREST DR	P2100066	SFR-D	1/21/2021			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
3070	115 D ST	P2100133	SFR-D	2/4/2021			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES

COSAB COMMERCIAL CONSTRUCTION LIST

Application Id	Property Location	Permit No	Work Type	Issue Date	Certificate Type 1	Description
594	12 13TH STREET	P1915242	COMMERCIAL NEW	9/9/2019		MIXED USE BUILDING--2 OFFICE SUITES BOTTOM FLOOR WITH 2 RESIDENTIAL SUITES ON THE SECOND FLOOR
1740	116 5EA GROVE MAIN ST	P2000906	COM BUILD OUT	6/9/2020		COMMERCIAL INTERIOR BUILD-OUT FOR OFFICE SPACE/FUTURE TENANT SPACE
1827	681 A1A BEACH BLVD	P2000843	COMMERCIAL NEW	4/7/2020		BUILDING-COMMERCIAL NEW BUILDING--BREWERY 1ST FLOOR AND STORAGE 2ND FLOOR
1842	300 A1A BEACH BLVD	P2001952	COMMERCIAL NEW	12/14/2020		LATERAL ADDITION FOR 42 ROOMS TO AN EXISTING 175 UNIT OCEAN FRONT HOTEL
2141	3930 A1A SOUTH	P2001353	COMMERCIAL NEW	8/7/2020		BUILDING ADDITION - SHELL CONSTRUCTION 4987 SQUARE FEET 6 UNITS
2766	300 A1A BEACH BLVD	P2001725	COMMERCIAL NEW	10/23/2020		DEVELOPMENT OF SOUTH EAST PARKING LOTS AND OTHER IMPROVEMENTS AS PER FINAL DEVELOPMENT ORDER 2019-02

Application Id Range: First to Last

Issue Date Range: First to 02/12/21 Expiration Date Range: First to 09/08/23 Applied For: Y Open: Y

Application Date Range: First to 02/12/21 Use Type Range: First to Last Hold: Y

Building Code Range: BUILDING to BUILDING Contractor Range: First to Last Completed: Y

Work Type Range: COM BUILD OUT to COMMERCIAL NEW User Code Range: First to Last Denied: Y

Void: Y

Customer Range: First to Last Inc Permits With Permit No: Yes Inc Permits With Certificate: Yes

Waived Fee Status to Include: None: Y All: Y User Selected: Y

COSAB FY '21 ZONING REPORT

Application Id	Parcel Id	Property Location	Owner Name	Building Code	Activity Type	Date	Status
2577	1698900180	16 5TH ST	COLLIER MICHAEL SR ETAL YOUNG WAI Y	ZONING	Z-COND USE	10/13/2020	APPROVED
2577	1698900180	16 5TH ST	COLLIER MICHAEL SR ETAL YOUNG WAI Y	ZONING	Z-COND USE	11/9/2020	APPROVED
2625	1674000000	17 13TH ST	ANCIENT CITY VENTURES LLC	ZONING	Z-COND USE	10/13/2020	APPROVED
2625	1674000000	17 13TH ST	ANCIENT CITY VENTURES LLC	ZONING	Z-COND USE	11/9/2020	APPROVED
2626	1674000000	17 13TH ST	ANCIENT CITY VENTURES LLC	ZONING	Z-VARIANCE	10/13/2020	APPROVED
2627	1674000000	17 13TH ST	ANCIENT CITY VENTURES LLC	ZONING	Z-VARIANCE	10/13/2020	APPROVED
2735	1677800001	ALLEY BETWEEN 13TH ST & 14TH ST	MINORCA SUBDIVISION	ZONING	Z-VACATE ALLEY	12/15/2020	APPROVED
2735	1677800001	ALLEY BETWEEN 13TH ST & 14TH ST	MINORCA SUBDIVISION	ZONING	Z-VACATE ALLEY	1/4/2021	APPROVED
2753	1699000000	7 4TH ST	MARZIANI PAUL J, CHERYL	ZONING	Z-VARIANCE	11/17/2020	APPROVED
2762	1698800000	7 6TH ST	PAUL DONALD, LINDA	ZONING	Z-VARIANCE	10/19/2020	APPROVED
2847	1629610940	455 HIGH TIDE DR	CULLOTTA PETER D, LAURIE L	ZONING	Z-VARIANCE	12/15/2020	APPROVED
2897	1676600000	400 A1A BEACH BLVD	HVG PROPERTIES LLC	ZONING	Z-COND USE	12/15/2020	APPROVED
2897	1676600000	400 A1A BEACH BLVD	HVG PROPERTIES LLC	ZONING	Z-COND USE	1/4/2021	APPROVED
2908	1629610950	459 HIGH TIDE DR	TAMMS ERIC VICTOR	ZONING	Z-VARIANCE	12/15/2020	APPROVED
2981	1641730020	23 OCEAN PINES DR	RHYS MARK AND KELLY RENEE SLAUGHTER	ZONING	Z-TREE REMOVAL	12/15/2020	APPROVED
3001	1700400001	ALLEY BETWEEN B AND C STREETS	COQUINA GABLES SUBDIVISION NO 1	ZONING	Z-VACATE ALLEY	3/16/2021	OPEN
3001	1700400001	ALLEY BETWEEN B AND C STREETS	COQUINA GABLES SUBDIVISION NO 1	ZONING	Z-VACATE ALLEY	4/5/2021	OPEN
3044	1684000000	9 11TH ST	KLING PROPERTIES LLC	ZONING	Z-VARIANCE	1/19/2021	DENIED
3071	1693800100	105 3RD ST	LEHAN, BRADLEY D.	ZONING	Z-COND USE	1/19/2021	APPROVED
3071	1693800100	105 3RD ST	LEHAN, BRADLEY D.	ZONING	Z-COND USE	2/1/2021	APPROVED
3073	1693800100	105 3RD ST	LEHAN, BRADLEY D.	ZONING	Z-VARIANCE	1/19/2021	DENIED
3175	1631510351	2 QUAIL CT	GLASGOW, JAMES LESLIE, CATHERINE JANE	ZONING	Z-TREE REMOVAL	2/16/2021	OPEN
3261	1687700000	12 6TH ST	KAIN JEFFREY, MARCIA	ZONING	Z-COND USE	3/16/2021	OPEN
3261	1687700000	12 6TH ST	KAIN JEFFREY, MARCIA	ZONING	Z-COND USE	4/5/2021	OPEN

Application Id Range: First to Last Range of Building Codes: ZONING to ZONING

Activity Date Range: 09/01/20 to 04/03/21 Activity Type Range: Z-APPEAL to Z-VARIANCE

Inspector Id Range: First to Last

Included Activity Types: Both

Sent Letter: Y

COSAB FY'21 TREE INSPECTIONS

Application Id	Property Location	Building Code 1	Description of Work 1	Issue Date	Description
2754	1144 OVERDALE RD	TREE	RESIDENTIAL-TREE REMOVAL INSPECTION	10/16/2020	RESIDENTIAL-TREE REMOVAL INSPECTION
2802	3900 A1A SOUTH	TREE	TREE REMOVAL INSPECTION	11/2/2020	RESIDENTIAL-TREE REMOVAL INSPECTION
2803	1200 MAKARIOS DR	TREE	RESIDENTIAL-TREE REMOVAL INSPECTION	10/29/2020	RESIDENTIAL-TREE REMOVAL INSPECTION
2900	685 POPE RD	TREE	19 INCH OAK TREE AND 18 INCH MAGNOLIA	11/16/2020	19 INCH OAK TREE AND 18 IN MAGNOLIA
3167	115 14TH ST	TREE	RESIDENTIAL-TREE REMOVAL INSPECTION	1/15/2021	RESIDENTIAL-TREE REMOVAL INSPECTION
Totals					

Application Id Range: First to Last

Issue Date Range: 10/01/20 to 02/12/21

Expiration Date Range: First to 09/08/23

Applied For: Y Open: Y

Application Date Range: First to 02/12/21

Use Type Range: First to Last

Hold: Y

Building Code Range: TREE to TREE

Contractor Range: First to Last

Completed: Y

Work Type Range: First to Last

User Code Range: First to Last

Denied: Y

Void: Y

Customer Range: First to Last

Inc Permits With Permit No: Yes

Inc Permits With Certificate: Yes

Waived Fee Status to Include: None: Y

All: Y

User Selected: Y

Activity Date Range: 10/01/20 to 02/12/21

Activity Type Range: T-TREE REMOVAL to T-TREE REMOVAL

Inspector Id Range: First to Last

'SENT LETTER': Y Open With No Date: N

Range: First to Last
Violation Date Range: 02/01/19 to 02/18/21
Ordinance Id Range: First to Last

Use Type Range: First to Last
User Code Range: First to Last

Open: Y
Completed: N
Void: N
Pending: N

Customer Range: First to Last

Inc Violations With Waived Fines: Yes

Violation Id: V1900065

Prop Loc: 720 A1A BEACH BLVD

Comp Name:

Comp Phone:

Comp Email:

Ordinance Id	Description
LDR 3.09	Sec. 3.09.00. - Transient lodging establishments within medium density land use districts.
6.07.06	Sec. 6.07.06. - Care of premises.
FBC 105.1	PERMITS 105.1 Required.

Description: This violation(s) was generated through code enforcement relative to multiple complaints concerning specific building violations as specified below. These violations which are outlined within the International Property Maintenance Code (section 304) and the FBC are specific to structural maintenance and requirements of an exterior structure. The following needs to be addressed:

1. Remove the blue tarp on the top of the structure.
2. Execute the roof permit (P1914794) and repair the same. (presently the permit has expired).
3. Obtain proper permits (roof, stairs and landing etc and determine the possibility of encroachment of the raised deck/landing. Building Inspector Glenn Brown has conversed with Ms. Johnson in the many months prior relative to correction of this stair and deck landing modification scenario.
4. Modify the conditional use permit to include use of the ground floor for residential use. See conditional use permit dated Aug 4 2003.
5. Bring into compliance the violations as specified. After the building compliance is met, complete those requirements pertaining to a transient lodging facility renewal (Code 3.09).

Created	Modified	Note
12/11/20	12/11/20	The copy of the lien was returned as unclaimed on 12/11/2020.
11/17/20	11/17/20	A copy of the lien was sent via certified mail 7018-1130-0002-0083-3427 and regular USPS mail on 11-17-2020
11/16/20	11/16/20	A lien in the amount of 22,250.00 was recorded with St. Johns County Clerk of the Courts office on 11-16-2020 @ 1:32 PM. See attachments.
06/01/20	06/01/20	5-27-2020 The CEB made a motion to file a lien for \$22,500 (the roof fine total). Other fines will continue.
05/20/20	05/20/20	Notice to appear emailed 5-20-20.
05/19/20	05/20/20	Notice to appear sent on 5-18-2020 and hand delivered, see attached.
05/06/20	05/20/20	Ms. Johnson called and left a voicemail on 5-5-20, to say that she is planning on applying for a permit on Monday May 11th. In the message, she stated she was having trouble finding an architect to design the deck.

05/04/20	05/04/20	Certified Mail Sent 5-1-20 Letter, hand delivered on 5-4-20. Ms. Johnson was at the home when I delivered the letter. She told me that rather going to the post office to pick up the letter, she would just sign for it in person. See attached.
04/27/20	04/27/20	EMAILED MS. JOHNSON 4/27/2020 TO REMIND HER OF THE CODE BOARD MEETING SCHEDULED FOR 4/29/20 AT 2PM. SEE ATTACHED.
04/22/20	04/22/20	HAND DELIVERED & MAILED CERTIFIED MAIL CITATION TO APPEAR, SEE ATTACHED. WHILE I WAS DELIVERING THE LETTER, I SAW SOME REMOVED SIDING, AND A REMOVED WINDOW. SEE ATTACHED PICTURES. --JT
04/16/20	04/16/20	FINAL INSPECTION FOR ROOF PERMIT WAS APPROVED BY GLENN BROWN ON 4-15-2020 (SEE ATTACHED CERTIFICATE OF COMPLETION)
04/02/20	04/02/20	Certified Mail signature card received on 4-1-20. Signed by Crystal. See attached.
03/26/20	03/26/20	Certified Mail and a Hand Delivered letter were sent to Ms. Johnson regarding the code enforcement board meeting on 3/26/20. The letter and a photo of it being hand delivered to her residence are attached.
03/16/20	03/16/20	Spoke with Ms. Johnson this am relative to the circumstances of events that surround her code enforcement case. There were excuses presented by Ms. Johnson concerning the compliance issue but no resolution was given. We reaffirmed the next code enforcement meeting (3/25 @ 1400hrs) in order to discuss the matter(s) pending. I advised Ms. Johnson to attend the meeting. A certified mailing was issued prior on 3/10 to Ms. Johnson @ her private address. A separate reg mailing was issued on 3/16 and a copy of that doc (notice to appear) was also emailed accordingly.
03/10/20	03/10/20	Certified mail sent relative to Citation to Appear for 3/25 to follow-up on non-compliance.
02/10/20	02/10/20	Staff notified the code enforcement officer this morn that Ms. Johnson inquired about permitting friday of last week. The staff advised Ms. Johnson of the pending code enforcement action against her and further stated that she contact this office. As of 0340 hrs this date, no contact has been made.
02/10/20	02/10/20	Certified mail dated 12/18 was returned by the USPS as undelivered. Last service attempt was 1/16/2020. Certified mail # 7018 1130 0002 0083 2918.
01/29/20	01/29/20	As of this date, no communication has been rec'd from Ms Johnson. Multiple letters have been issued concerning the scenario(s).
01/22/20	01/22/20	Contact Info for the contractor that Ms. Johnson hired: Richard Sean Construction @ 352 639-1060
01/22/20	01/22/20	Spoke with the contractor, Richard Fulmer on 1/21 relative to pulling permits on the deck. He advised that a building permit would be aquired. This is the second request. Also requested was info pretaining to the re-roof. Mr. Fulmer also stated that this project had a current estimate for the roof and the roofer (unk) was to pull their own permit. No action has ocured. As of this date there has been no communication with the property owner (Liv Johnson) to answer for the code enforcement action. The penalty phase sanctioned by the code board went into effect midnight 1/19 @ 250.00/day for non-compliance to violations of the SAB Building Code.
12/19/19	12/19/19	LETTER HAND DELIVERED ON 12-19-19 AT 245PM, LEFT IN DOOR. -JT (SEE ATTACHED PHOTO)

12/17/19	12/17/19	As of this date, no communication has commenced relative to compliance of this scenario concerning the building violations. Ms. Johnson further has ignored a correction her conditional use permit relative to the multi-use property @ the stated address. Bonnie Miller (Building Dept Admin Sec) offered assistance to Ms. Johnson in weeks past relative to applying for a revision through the PZB. Ms. Johnson never responded.
12/02/19	12/02/19	Ms. Johnson contacted this office @ 0830hrs to relay info concerning needed repairs relative to code enforcement case. Ms. Johnson advised that a contractor was being hired to complete all issues. Permits are pending TBA. If permits are not acquired prior to the Dec board meeting, a notice to appear will be issued.
10/29/19	10/29/19	Certified Mail notice sent this date
08/26/19	08/26/19	Second notice sent this date. Regular mail.
08/26/19	12/17/19	Certified Letter issued Aug 1st returned.

Violation Id: v2000043 Prop Loc: 645 A1A BEACH BLVD

Comp Name: City Manager's Office

Comp Phone:

Comp Email:

Ordinance Id Description

Description: Complaint was called in to the City Manager's office regarding Drifters bike rentals operating without a conditional use permit.
On 3-13-20 Code Enforcement hand delivered a CUP application to the business owner Ian Guthrie. He was informed that he had 30 days to apply for the permit.

On 3-25-20, Mr. Guthrie's lawyer contacted the city. (see attached)
The letter was forwarded to the city attorney Lex Taylor.

Created	Modified	Note
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03/25/20	03/25/20	See attached email, sent to the City on 03/25/2020
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03/23/20	05/15/20	LDR SEC 3.02.03 PROHIBITED USES A. 2. DISPLAY OF MERCHANDISE OUTSIDE.
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Violation Id: v2000141 Prop Loc: 2572 A1A S

Comp Name: Building Department

Comp Phone:

Comp Email:

Ordinance Id Description

SEC.5.00.00	Removal of Trees
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Description: The Building Official drove past the property on 12/7/2020 and noticed that the lot to the south was being cleared, parcel #1668200000. The owners at 2572 A1A S own this property.

The Building Official and Code Enforcement later visited the property.
Florida's Tree Masters is the contractor removing the trees. They stated that they were unaware that they could not clear the lot and stated that they had an arborist on staff who will provide us a letter regarding the trees. Florida Tree Masters will provide the building department with a tree survey and arborist's letter.

Created	Modified	Note
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02/17/21	02/17/21	The fees for the trees removed have been calculated. See attached spreadsheet.
02/09/21	02/09/21	Code Enforcement Case set for February 24, 2021 at 2pm.
02/08/21	02/08/21	Certified mail sent 2-8-2021 Notice to appear. See attached. Mail also sent regular USPS.
02/05/21	02/05/21	Contacts: Laura Smith (homeowner)- 317-402-8426 Chris Smith (homeowner)- 317-557-1312 John (Florida's Tree Masters)- 386-444-0428 Jason (Florida's Tree Masters)- 412-477-4743 Chris Abdalla (Florida's Tree Masters)- 386-307-5048
02/05/21	02/05/21	On 2/4/2021 Laura Smith, the other homeowner called to inquire what exactly was needed in order to resolve the code enforcement case. I let her know that we needed: 1. A site plan with the type and size of the trees that were removed. 2. An arborists letter (that Florida Tree Masters claims to have) that explains why certain trees were removed. OR If the arborists letter could not be provided, the city would go ahead and assess what trees needed to be replaced & the cost of the mitigation fees.
02/02/21	02/02/21	On 2-2-2021 at 4pm, Chris Smith, the homeowner called. He stated that he did not know that Florida's Tree Masters did not pull proper permits etc. He stated he would call Floridas Tree Masters and ask them to reach out to us. I let him know that if we do not receive a site plan and arborists letter that we will have to take him to the code board.
01/28/21	01/28/21	Certified Mail Sent on 1-28-2021 See attached.
01/15/21	01/15/21	Florida Tree Masters has yet to submit a survey or arborists letter. However, John came in and applied for a City license. 1/15/2021
01/12/21	01/12/21	Florida Tree Master's called on 1/12/2021 and said that he would be sending in a tree survey and an arborists letter later today.

Violation Id: V2000142 Prop Loc: 307 A ST
Comp Name: Building Official

Comp Phone:

Comp Email:

Ordinance Id Description

Description: The building official noticed a new porch, siding, and metal roof being installed at 307 A St on 12/4/2020.

Code Enforcement visited the property and spoke to the contractor Richard Dickens. He later pulled a permit for siding on 12/7/2020 P2001935.

As of 4pm on 12/7/2020 permits for the roof and porch had not been applied for. Code Enforcement visited the property and spoke with the owner. He then came into the office and picked up paperwork to apply for the permits.

Violation Id: V2000143 Prop Loc: 11 7TH ST
Comp Name: Connie Oberman
Comp Email: sidandconnie@bellsouth.net

Comp Phone: (904)460-0099

Ordinance Id	Description
FBC 105.1	PERMITS 105.1 Required.
6.01.03	Building Setback Requirements

Description: The homeowner at 13 7th St called the office on 12-4-2020 to report an unpermitted structure on the property at 11 7th St.
From the aerial imagery from St. Johns County, the structure appeared sometime between 2016 and 2019. The structure was not permitted according to our records.

Created	Modified	Note
02/16/21	02/16/21	Certified Mail sent 2/16/21 Notice of Violation. See attached. \$6.96
02/09/21	02/09/21	Permit application 3206 turned down for a swimming pool for zoning. The site plan and ISR worksheet did not show the illegal structure. The contractor, Russell Builders claims that the structure will be removed soon.
01/07/21	02/16/21	Certified letter sent on 1/7/2021 \$6.96

Violation Id: V2100003 Prop Loc: 108 A ST UNIT C
Comp Name: Public Works

Comp Phone:

Comp Email:

Ordinance Id	Description
CC-12-51	12-51 LOCAL BUSINESS TAX REGULATIONS

Description: On December 17, 2020 Public Works was collecting trash and noticed a sign for vacation rentals for 108 A St and 109 1st St (verified by the website on the sign).

These addresses do not have BTRs or Commercial trash pickup, nor are part of the transient rental program. (These addresses are in the commercial zone.)

Created	Modified	Note
02/09/21	02/09/21	Certified Mail 2nd Notice Sent 2-9-21
01/05/21	01/05/21	Certified Mail Sent 1/5/2021 7016-2140-0000-0271-6214

Violation Id: V2100004 Prop Loc: 108 A ST UNIT D
Comp Name: Public Works

Comp Phone:

Comp Email:

Ordinance Id	Description
CC-12-51	12-51 LOCAL BUSINESS TAX REGULATIONS

Description: On December 17, 2020 Public Works was collecting trash and noticed a sign for vacation rentals for 108 A St and 109 1st St (verified by the website on the sign).

These addresses do not have BTRs or Commercial trash pickup, nor are part of the transient rental program. (These addresses are in the commercial zone.)

Created	Modified	Note
02/09/21	02/09/21	Mail returned 1-12-21, the address was undeliverable.

01/05/21 01/05/21 Certified Mail Sent 1-4-2021 7016-2140-0000-0271-6221

Violation Id: V2100005 Prop Loc: 109 1ST ST UNIT A
Comp Name: Public Works Comp Phone: Comp Email:

Ordinance Id	Description
CC-12-51	12-51 LOCAL BUSINESS TAX REGULATIONS

Description: On December 17, 2020 Public Works was collecting trash and noticed a sign for vacation rentals for 108 A St and 109 1st St (verified by the website on the sign).

These addresses do not have BTRs or Commercial trash pickup, nor are part of the transient rental program. (These addresses are in the commercial zone.)

Created	Modified	Note
02/09/21	02/09/21	The certified mail slip was returned without a signature on 1-13-21. The notice of violation was re-sent on 2-9-21

01/05/21 01/05/21 Certified Mail Sent 1-5-2021 7016-2140-0000-0271-6146

Violation Id: V2100007 Prop Loc: 109 1ST ST UNIT C
Comp Name: Public Works Comp Phone: Comp Email:

Ordinance Id	Description
CC-12-51	12-51 LOCAL BUSINESS TAX REGULATIONS

Description: On December 17, 2020 Public Works was collecting trash and noticed a sign for vacation rentals for 108 A St and 109 1st St (verified by the website on the sign).

These addresses do not have BTRs or Commercial trash pickup, nor are part of the transient rental program. (These addresses are in the commercial zone.)

Created	Modified	Note
01/05/21	01/05/21	Certified Mail Sent on 1-5-2021 7018-0360-0002-1999-2025

Violation Id: V2100011 Prop Loc: 31 OCEAN TRACE RD
Comp Name: Building Official Comp Phone: Comp Email:

Ordinance Id	Description
IPMC SEC 303	SWIMMING POOLS, SPAS, AND HOT TUBS

Description: On 12-31-2020, the Building Official performed a roof inspection at the property. While there, he noticed that the swimming pool on the property did not have any barrier or fence.

IPMC 303.2 ENCLOSURES- SWIMMING POOLS SHALL BE COMPLETELY SURROUNDED BY A FENCE OR BARRIER NOT LESS THAN 48 INCHES IN HEIGHT.

Created	Modified	Note
02/05/21	02/05/21	A permit was obtained for a screen enclosure P2100099. Once the inspection has been completed, the case will be closed.
01/12/21	01/12/21	Home owner called on 1-12-2021, she stated that her screen contractor had the permit application and was going to apply for a permit soon.
01/07/21	01/07/21	Certified Mail sent on 1-7-2021 / 7018-1130-0002-0083-3397
		Requests correction be made by 1-17-2021

Violation Id: V2100016 Prop Loc: 721 A1A BEACH BLVD
Comp Name: Building Dept

Comp Phone:

Comp Email:

Ordinance Id	Description
IPM SEC 304	EXTERIOR STRUCTURE

6.07.02 Structural Requirements

Description: While on site for a change of business/Fire Dept inspection, Code Enforcement noticed the exterior east wall of the property was in disrepair. See attached.

According to a tenant, Action Management Group manages the property. Code enforcement located their facebook page and found information for April Johnston. Her email is ajohnstonmgr@outlook.com and her phone is 904-377-9605. Code Enforcement emailed on 1/25/2021 and is awaiting an email or call back.

Created	Modified	Note
02/08/21	02/08/21	John Flint from SJC Fire has also been trying to reach the property management company. When conanct is made, give John Flint's info: jflint@sjcfl.us / 904-829-7212
02/05/21	02/08/21	Code enforcement has not received an email or phone call from Action Management. According to Sunbiz website, FORD SURF PLAZA, INC's registered agent is: Stephen D. Hinkle 721 A1A Beach Blvd Ste 4 Code Enforcement sent cert mail to Mr. Hinkle on 2-8-21. Cert Mail: 7018-0360-0002-1999-2100
02/05/21	02/05/21	Diane Leonardi 904-540-0314

Violation Id: V2100020 Prop Loc: 731 A1A BEACH BLVD
Comp Name:

Comp Phone:

Comp Email:

Ordinance Id	Description
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Description: While on an inspection next door, Code Enforcement noticed the signage for 731 A1A Beach Blvd was in disrepair and may exceed the sign height of 12 feet.



MINUTES

PLANNING AND ZONING BOARD MEETING

TUESDAY, JANUARY 19, 2021 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A SOUTH, ST. AUGUSTINE BEACH, FLORIDA 32080

I. CALL TO ORDER

Chairperson Kevin Kincaid called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

BOARD MEMBERS PRESENT: Chairperson Kevin Kincaid, Vice-Chairperson Berta Odom, Dennis King, Chris Pranis, Victor Sarris, Senior Alternate John Tisdale.

BOARD MEMBERS ABSENT: Larry Einheuser, Hester Longstreet, Junior Alternate Scott Babbitt.

STAFF PRESENT: Building Official Brian Law, City Attorney Lex Taylor, Executive Assistant Bonnie Miller, Recording Secretary Lacey Pierotti.

IV. APPROVAL OF MINUTES OF PLANNING AND ZONING BOARD MEETING OF DECEMBER 15, 2020

Motion: to approve the minutes of the December 15, 2020 meeting. **Moved** by Ms. Odom, **seconded** by Mr. Pranis, **passed 6-0** by unanimous voice-vote.

V. PUBLIC COMMENT

There was no public comment on anything not on the agenda.

VI. NEW BUSINESS

- A. Election of chairperson and vice-chairperson of the Board, per Section 11.02.02.H of the City's Land Development Regulations (LDRs), the election of officers consisting of a chairperson and vice-chairperson shall take place every year as the first order of business at the regularly scheduled meeting for the month of January

Ms. Odom nominated Mr. Kincaid for re-election as chairperson.

Mr. King seconded the nomination.

Mr. Kincaid accepted the nomination. There were no other nominations for chairperson. Mr. Kincaid was unanimously re-elected as chairperson 6-0 by voice-vote. He asked for nominations for vice-chairperson.

Mr. Pranis nominated Ms. Odom for re-election as vice-chairperson.

Mr. Tisdall seconded the nomination.

Ms. Odom accepted the nomination and was unanimously re-elected as vice-chairperson 6-0 by voice-vote.

- B. Land Use Variance File No. VAR 2021-01, for reduction of the minimum 25-foot front yard setback requirement to 20.5 feet, reduction of the minimum 25-foot rear yard setback requirement to 24 feet, and reduction of the minimum side yard setback requirements from 10 feet to 7.5 feet for proposed new construction of a three-story, 4326-square-foot single-family residence in a medium density residential land use district on Lot 8, Block 1, Chautauqua Beach Subdivision, at 9 11th Street, William Zeits, Agent for Kling Properties LLC, Applicant

Ms. Miller said this variance application is for reduced setbacks for new construction of a single-family residence at 9 11th Street. This property is zoned medium density residential, and the applicant is asking for a reduced front yard setback from 25 feet to 20.5 feet, reduced rear yard setback from 25 feet to 24 feet, and reduced side yard setbacks on both sides of the proposed new home from 10 feet to 7.5 feet. The lot is 50-feet-by-93-feet, or 4650-square-feet total, and the current owner, Kling Properties LLC, Gabe Kling, bought the property in January 2017, before the setbacks were changed from a minimum of 20 feet front and rear and 7.5 feet on the sides to a minimum of 25 feet front and rear and 10 feet on the sides. These setback changes were approved by the City Commission in July 2018 and went into effect in October 2018, after a 90-day moratorium of the former setbacks. Staff advises the Board to consider the variance application based upon the six conditions the Board is required to consider and weigh per Section 10.02.03 of the LDRs, which Mr. Law has put on Power-Point for the Board's review. Mr. Kling and his agent, Mr. Zeits, are here and also have a Power-Point presentation of their application.

Billy Zeits, 502 Arricola Avenue, St. Augustine, Florida, 32080, agent for applicant, said he is here on behalf of the Kling family, and their request to build a new three-story, 4326-square-foot single-family home in a medium density residential land use district at 9 11th Street. This property formerly had a one-story, 1402-square-foot single-family home built in 1950 on it. The site was in disrepair before Mr. Kling bought it, so upon acquisition of the property, Mr. Kling was required to demolish the structure on it because it was unsightly and not maintained in compliance with City Code. He displayed the most recent survey of the property after the house built in 1950 was demolished, and said the lot is located between the mixed-use commercial beachwear store on the corner of 11th Street and A1A Beach Boulevard and the heavily-used and really popular public park behind it. As Ms. Miller noted, the setbacks were different when Mr. Kling bought the property, and over the past few years, he has been designing a home he hopes can fit his multi-child family's needs and still comply with medium density residential regulations allowing maximum lot coverage of 35%, maximum ISR coverage of 50%, and maximum building height of 35 feet. The setback reductions Mr. Kling is requesting are comparable and in line with the previous setbacks in effect when he bought the property, and the constraints of having a mixed-use commercial beachwear shop that is really popular in the summertime across the street, a public park behind it, and fitting the appropriate square footage into a multi-child family home that will afford views of the ocean is why he is requesting relief from the current setback requirements. He displayed the site plan for the proposed new three-story home with the requested reduced setbacks, along with photographs of comparable homes in the area to show the product the Kling family designed and put together is in line with other existing properties in the City. Mr. Kling requests approval of this variance for construction of a home he feels will bring added property values to 11th Street and this vibrant, successful beachfront community, and an aesthetic that does not exist on the currently vacant lot.

Mr. Kincaid said one of the things the Board is tasked with is looking at a hardship. This variance application lists two other variances that were granted as similar variances for comparison. He asked for a description of exactly what the hardship is for the requested setback reductions on all sides of the proposed new home.

Mr. Zeits said the hardship in this case is that the lot has been platted historically as a 50-foot-by-93-foot single-

family residential lot, and it has a public park behind it to the south and a mixed-use commercial building across the street to the north, both of which came after this lot was platted. It is very difficult for a family to build a house up to 35% maximum lot coverage with the current setback requirements. The relief Mr. Kling is asking for would allow him to build a family home that fits within the maximum 35% lot coverage and also provides a multi-level family living experience. They are not going to end up with a lot of yard space, as the construction will be really tight, and the family does not want the kids to be in the street with all of the traffic in this area. The requested setback reductions allow an opportunity to create that multi-level family living experience on what is a constrained lot, and other examples of homes comparable to what Mr. Kling would like to build have been shown.

Mr. Pranis said the hardship is what is getting to him. He asked if what Mr. Zeits is saying is Mr. Kling could build no other home on this particular lot right now, and this is the reason he is seeking a variance for reduced setbacks.

Mr. Zeits said there are lots of homes that could be built on this lot, but Mr. Kling could not build one up to the 35% maximum lot coverage allowed and meet the minimum setbacks currently in place. That is why he is asking for the relief to allow reduced setbacks to put the footprint of the home his family wants to build on this lot.

Mr. Kincaid said the Board did not create the rules for the setbacks or the hardship, these rules were created by the City Commission. The way the hardship is being communicated, at least to him, is that it is with these rules, as there is not a problem with the configuration of the lot or access to the lot but with the current setback requirements, which were established by the Commission. Obviously, the Commission believes you can build a decent-sized house or the house size they are looking for within those setbacks, and it is the Board's job to regulate structures within the rules set forth by the Commission. On very special occasions, the Board can grant relief to those rules, for example, if there is a 15-foot drainage easement that cannot be encroached on, which makes part of the lot unusable, as was the case with the two variances referenced as being comparable to this variance request. In the case of the two lots with the 15-foot drainage easement, the applicant was given the ability to move the footprints of the two new houses he wanted to build with reduced setbacks on the easement side, as these house footprints would be allowed were it not for the easement. Another example is a lot to the south on 10th Street, which has a piece cut out of it that belongs to St. Johns County Utility Department. As the lot at 9 11th Street is a regular-sized lot with no encumbrances or easements on it, he thinks the problem the applicant is communicating is that the setback rules are too restrictive to allow him to build the size house he wants.

Mr. Zeits said he thinks the challenge with this specific geographic location is that it is not truly a residential community, as it has a parking lot exit across the street from it, an alleyway, and a public park behind it, and then a hotel, so it is not like it is in a subdivision that has similar-sized lots. The variance for the setback reductions have been requested for the Kling family to build a home they would feel comfortable living in at that specific geographic location with the constraints of the surrounding land uses and setback requirements that were not in place when they bought this property. The design put together was one that adhered to what they felt would be appropriate for existing houses on that street and in the community and not egregious in terms of encroaching on neighboring properties. To articulate the hardship, if you took this lot and put it in a subdivision with no commercial buildings across the street, no park behind it, and without all the traffic, you would have the potential to build a house that would have more yard space and be in line with surrounding houses very similar to the one Mr. Kling proposes to build, which he thinks is the only house that will really work for a multi-child family.

Ms. Odom asked the City Attorney if it is in the Board's purview to ask if the house Mr. Kling proposes to build on this property will be his family's primary residence.

Mr. Taylor said the question can be asked but it should not be relevant. Once the new house is built, it could be sold at any time, and the Board cannot hold a new owner to making the house their primary residence.

Gabe Kling, 115 14th Street, St. Augustine Beach, Florida, 32080, applicant, said the house plan designs were developed for his family, which wants to be in walking distance to the beach. It took them a while to get these plans together, and it is their intent that this be their primary residence, yes.

Mr. Sarris asked what the hardship would be per the guidelines the Board is to follow for the granting of a variance.

Mr. Law displayed the Power-Point presentation of Section 10.02.03 of the LDRs, which addresses limitations on granting variances and the required considerations for the granting of variances. Section 10.02.03.A says the initial determination the Board shall make is 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 received, the Board shall make the required findings based on the cumulative effect of granting the variance to all who may apply. Section 10.02.03.B, which addresses required considerations for the granting of a variance, lists in the first consideration, "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 in common with others acts against the granting of the variance." The second consideration addresses 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 the granting of the variance. The third consideration states, "Whether the granting of the variance will create a precedent. The creation of a precedent shall act against the granting of the variance." Number four states, "Whether the hardship is self-created; that is, whether the applicant acquired the property following the adoption of the regulation from which the variance is being 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 regulations shall act in favor of the granting of the variance." Number five states, "Whether the variance requested is the minimum variance that will permit the reasonable economic use of the property," and number six addresses 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 variance. An adverse impact upon neighboring properties or the immediate neighborhood will act against the granting of the variance. The last consideration states, "Increases in congestion on surrounding streets, increases in the danger of fire or flooding will act against the granting of the application." Section 10.02.03.C addresses conditions and limitations, and Section 10.02.03.C.1 states except as provided in the next section, 10.02.03.C.2, variances shall be nontransferable and granted to the applicant only, and variances shall be commenced within one year from the effective date of the final order granting the variance. Mr. Zeits talked about the current setbacks not allowing a home to be built up to the maximum lot coverage of 35%. A traditional small-platted lot is 50-feet-by-93-feet, or 4650-square-feet total, times 35% equals maximum lot coverage of 1627.5 square feet per the LDRs. However, with the current setback requirements of 25 feet front and rear and 10 feet on the sides, the allowable building footprint is 43-feet-by-30-feet, or 1290-square-feet total, which is 27.74% lot coverage. This is why he periodically brings this issue back up to the Board to champion or at least present to the Commission that the setback requirements for small-platted lots be changed to 20 feet front and rear and 7.5 feet on the sides.

Mr. Sarris said so what Mr. Zeits is saying is that the maximum allowed lot coverage is 35%, but with the current setback requirements of 25 feet front and rear and 10 feet on the sides, a maximum building footprint of only 1290 square feet, or 27.74% lot coverage, can be built, when the maximum lot coverage at 35% is 1627.5 square feet. He asked if different parts of the LDRs being in direct conflict of each other is a hardship.

Mr. Law said this is Article 3 and Article 6 of the LDRs in direct conflict of each other. As to whether this constitutes a hardship, that is a question for the City Attorney to determine.

Mr. Zeits said the point is, the current setbacks are restrictive for a family wanting to build the square footage of a home they would desire to live in east of A1A Beach Boulevard. The introductory paragraph on the Power-Point presentation of the LDRs pertaining to variances spoke to the physical environment surrounding the property and he tried to highlight that this lot is sandwiched by the high traffic areas and the commercial usage across the street, and also that the requested variance is not necessarily precedent-setting, as this lot is east of the A1A Beach Boulevard corridor, which has houses along it with similar setbacks. No neighbors have expressed concerns over the impacts of the requested variance for reduced setbacks, and he thinks they would look favorably upon this new home as it will beautify what is currently a vacant lot that has a driveway running down the middle of it. The physical and environmental conditions associated with the traffic in this area lend themselves to create a hardship that would allow a family to have greater square footage under roof and more lenient setbacks.

Mr. Kincaid said he does not think there is an argument that the new single-family home will beautify the street and increase property values, or that anyone has a problem with that. The problem he sees is what the applicant is asking the Board to do, which is to basically rewrite a law or a rule in existence that is not a rule set in place by the Board. Basically, because it is conflict with another rule, the applicant is asking the Board to set a precedent by granting a variance without a hardship, which the Code also does not allow. As to the physical location of the lot, in all fairness, the commercial beachwear store and the public park were there when the applicant bought the property, so that is like someone buying a property next to an airport and not liking airports. What the Board has looked for in the past is some inability to use a property effectively with the current rules in place. His suggestion would be that the applicant's argument is not with this Board, which is fairly restricted in its ability to override the rules that are pretty clearly written and interpreted by each Board member individually. As the City Commission put the setback rules in place that only allow lot coverage of 27.74% when the maximum lot coverage is 35%, if the applicant cannot build a house on his property up to the full 35% lot coverage without a variance and the Board cannot grant a variance without a hardship, he thinks the applicant's case is with the City Commission.

Mr. Zeits said while Mr. Kincaid was articulating what he just said, he was thinking about the other hardship he read during Mr. Law's Power-Point presentation of the Code pertaining to variances. This is the ability to make the best economic use of the property. As the current setback requirements prevent this, he thinks there is an ability for the Board to grant a variance to an existing regulation based on that hardship, which is that the current setbacks are suppressing the applicant from having the highest and best use of his property because the Code allows 35% lot coverage, but the applicant is not able to achieve this with the current setback requirements.

Mr. Kincaid said okay, but again, that puts them back to the rule of the current setback requirements, put in place by the City Commission, as the hardship. He asked Mr. Taylor if he is reading this, or interpreting it, correctly.

Mr. Taylor said Mr. Kincaid is not interpreting it wrong. However, it is up to the Board to interpret what a hardship is and do its best to be consistent and weigh things equally every time. There can be economic hardships, but the standard for an economic hardship is not the highest and best use of the property, but the reasonable use of the property. It is reasonable to expect a property owner to know what the rules are and what they were changed to before any development started, and the moratorium put on the adopted changes as to the date they became effective. These are all findings of facts for the Board's determination of whether there is or is not a hardship.

Mr. King asked if the 1290-square-foot building footprint allowed per the current setback requirements could be built straight up to three stories, or the 35-foot height maximum allowed in the City. Three stories at 1290-square feet each would result in a house size of 3870-square feet, excluding allowances for overhangs and decks.

Mr. Law said yes, they could use this footprint to build straight up to 35 feet, and then the Code has provisions to exceed 35 feet for architectural features or roof structures for elevators, stairways, mechanical equipment, etc. As a builder and a Building Official, he does believe that having greater setbacks increases the vertical nature of construction. However, the Code is what it is at this point, which is why they are debating if the Code is prohibiting the applicant from achieving the desired result of the home he wants to build.

Mr. Kincaid asked for public comment. There was no public comment and no further Board comment.

Motion: to deny the application for Land Use Variance File No. VAR 2021-01 based on the lack of a demonstrated hardship. **Moved** by Mr. King, **seconded** by Ms. Odom, motion to deny **passed 6-0** by unanimous voice-vote.

Mr. Taylor said the applicant has the option to appeal the Board's denial of the variance to the City Commission, which would then review the Board's decision to deny it. Some of the arguments made by the applicant are more appropriate for the Commission, as the Commission has the final say on zoning regulations and setbacks.

Mr. Kincaid said he does not think the Board is unsympathetic to the applicant's request, but the Board is in the position of having to evaluate variance requests by the rules knowing there will be people applying after a variance is granted to ask for the same thing based on the precedent that has been set. He thinks the applicant's hardship is with the rule for the current setback requirements, so he suggested taking this to the Commission to show them the discrepancies in the Code that allow up to 35% lot coverage while the current setback regulations only allow 27.74% lot coverage, resulting in the applicant's inability to build the home he would like to have on his property.

- C. Conditional Use File No. CU 2021-01, for proposed new construction of a one-story, 1600-square-foot single-family residence in a commercial land use district on Lot 10, Block 20, Chautauqua Beach Subdivision, at 105 3rd Street, James G. Whitehouse, Esquire, St. Johns Law Group, Agent for Bradley D. Lehan, Applicant

Ms. Miller said this conditional use application is for new construction of a single-family residence on a commercial lot that is two lots down from the Kookaburra Coffee House at 647 A1A Beach Boulevard. The lot at 105 3rd Street is a 50-foot-by-100.5-foot lot, as the alleyway behind it has been vacated. This block of 3rd Street currently has four single-family homes on it and is basically residential running westward from the Kookaburra Coffee Shop and the Sunshine Shop along A1A Beach Boulevard. Two of these homes, at 107 3rd Street and 106 3rd Street, have 25-foot front and rear yard setbacks and 10-foot side yard setbacks. The house at 109 3rd Street was built in 2016 prior to the setbacks being changed to the current setbacks, so it was built with the former 20-foot front and rear yard setbacks and 7.5-foot side yard setbacks. The house across the street at 108 3rd Street was built in 2002 with a 25-foot front yard setback, 10-foot west side yard setback, and per a variance granted in 1996, a 22-foot rear yard setback and a 7.5-foot east side yard setback. This Board and the City Commission have been pretty consistent in granting conditional use permits to allow new single-family residential construction on commercial lots not directly on the Boulevard with the conditions that the new homes are built in compliance with medium density residential regulations per the LDRs, which require 25-foot front and rear yard setbacks, 10-foot side yard setbacks, maximum 35% lot coverage and maximum 50% impervious surface ratio (ISR) coverage. However, the applicant is also applying for a variance to build a one-story, 1,600-square-foot home with front and rear yard setback reductions to 23.5 feet and side yard setback reductions to 9 feet. As with the previous variance application, staff advises the Board to consider this variance request based on the conditions in the LDRs for the hardship and the other considerations the Board is to evaluate and weigh for the granting of a variance.

James Whitehouse, Esquire, St. Johns Law Group, 104 Sea Grove Main Street, St. Augustine Beach, Florida, 32080, agent for applicant, said the first application he is presenting on behalf of the applicant is for a conditional use permit to allow new construction of a single-family residence in a commercial land use district. The applicant's

lot is clearly located in a transitional area between the commercial development along A1A Beach Boulevard and the single-family residential development to the west. The first two or three lots running west from the Boulevard usually have commercial development on them, and then behind these lots there is a transitional area of commercial lots on which many single-family homes have been built per conditional use permits approved by this Board and the City Commission. The second application is for a variance, as staff usually recommends, and the Board and the Commission usually agree, to go with the standard residential setback requirements, which are 25 feet front and rear and 10 feet on the sides. However, the applicant is requesting minimal setback reductions to 23.5 feet in the front and rear and 9 feet on the sides. If commercial development were put on this lot, the setbacks would be 20 feet front and rear. The reason the new setbacks were put in place by the Commission was because the Commission did not want people building three-story houses with less stringent setbacks, like the three-story house proposed in the previous variance application. This application is for a variance for the opposite, a one-story home with minimal setback reductions to the currently required setbacks. From the aerial photograph of this block of 3rd Street, you can see the delineation between the commercial and residential sections of this block. The residential section starts with the lot immediately next door and to the west of the applicant's lot, and everything from the applicant's lot at 105 3rd Street running east toward A1A Beach Boulevard is in commercial zoning. After talking to the neighbors who own the residential property next door to the west, at 107 3rd Street, who he believes are here and can speak for themselves, they are in favor of both the conditional use and variance applications because if approved, they will limit what can be built on a commercial lot next door to where they live. After re-evaluating the hardship, because he knows it is very uncomfortable to vote to deny one variance application as the Board just did and then vote to approve the next one without showing a basis for doing so, he thinks the hardship is not necessarily always just because of the shape of the lot or a topography issue. There are other things that can work into it and all the factors in this application work towards the fact that this lot is on the border between single-family residential and commercial, and you want to have some sort of buffer between the two. Fortunately, this is a highly vegetative lot, so there is the ability to have that buffer, as there a number of trees and shrubs and all kinds of vegetation along that property line. The applicant already has the plans for the house proposed on the lot and is only asking for a little bit of leeway on each side. Keeping more of the trees and shrubbery along the commercial/residential border is an advantage and really enunciates the fact that one of the hardships is being in a commercial zone right next to residential, and part of the development approval could be that instead of granting setback reductions of a foot or so on each side, the house could be moved a foot further toward the commercial side, which would protect the residential side and not create a precedent except for other lots that might be right next to or on the border of commercial and residential zones. If a condition is put on both the conditional use permit and the variance that the applicant will only build a one-story house, that is very different from the intent of the Commission in changing the setbacks to prevent three-story houses from being built with 7.5-foot side setbacks. The applicant is willing to commit to building only a one-story, 1600-square-foot house, and the only other thing he is asking is that the conditional use permit be granted as transferable.

Mr. Sarris said if the applicant only needs a setback reduction of a foot or so on each side, why can't the footprint of the house be shrunk down to fit on the lot?

Mr. Whitehouse said he thinks the problem is the property owner has already had the house plans drawn up by a local contractor and/or architect who has a standard layout drawn up that is well within the line of the former setbacks. He has been trying to enunciate the hardship to differentiate it from any other application, so it does not create a precedent and is separate from other variance applications that have been denied. He knows this is not one of those situations where the Board can say the requested setback reductions are not much, so they can just grant the variance. Technically, if the applicant wanted to develop this lot with a commercial use, the front and rear setbacks would be 20 feet each, not 25 feet each, and this is the only reason the applicant is asking to build the proposed new house with 23.5-foot front and rear yard setbacks. He is asking that these reduced setbacks be considered as this lot is in that transitional area between commercial and residential. The Board could

stipulate as conditions of the variance that as many trees and other vegetation be maintained as possible to protect the residential uses next door and behind the applicant's lot to give the neighbors that extra protection.

Mr. Law said the City's buffer requirements are designed to separate commercial and residential uses. This lot will be awarded no such buffer on the eastern side, as the lot next to it is also zoned commercial. The applicant is electing to build a single-family residence in a commercial land use district, and just for the record, the recent sale date of this property to the current owner on November 23, 2020, per the St. Johns County Property Appraiser's website, is well after the moratorium allowing the former setbacks expired in October 2018.

Mr. Kincaid asked for public comment.

Sandra Eyerly, 107 3rd Street, St. Augustine Beach, Florida, 32080, said she and her husband live next door, on the west side, of the applicant's lot. When they purchased their property, they were aware of the vacant lot next door, and are concerned if a variance is granted, at some stage, the owner may decide to enlarge the one-story home to three-stories. They would like to know the owner is locked into building only a one-story house if the variance is granted. Their home was built without any variances and meets all of the City's setback requirements.

Mr. Sarris asked if Ms. Eyerly's concerns about a three-story home being built could ever be enforced.

Mr. Law said yes, he believes this could be enforced through the variance process. With the conditional use application, the City Commission is granting a single-family residential use on a commercially-zoned property.

Mr. Kincaid asked if the Board could recommend to the Commission that the conditional use permit be granted with specific conditions such as allowing only a single-family, one-story residence, thereby bypassing, and avoiding, the variance completely. Personally, he has a problem with the hardship for the variance.

Mr. Law said if the Board elects to deny the variance, the applicant has the ability to appeal the Board's decision to the City Commission. The conditional use application to build a new single-family residence in a commercial land use district, however, can still proceed, even if the Board denies the variance. He displayed Section 10.02.02 of the LDRs, which addresses limitations on granting conditional use permits, and said if the conditional use is approved, the single-family home that is built could be used as a short-term rental, because there is no limit in the City at this time on the number of short-term, transient rentals allowed in commercial land use districts.

Mr. Sarris asked if it is in the realm of possibility for the conditional use permit to limit the new residence to only a one-story structure. Hypothetically, he asked what would happen if the applicant sold the property after building a one-story house, and new owners bought it thinking they could build up to two or three stories.

Mr. Kincaid said he thinks limiting the building to a one-story structure is something that could be done if the variance for reduced setbacks is approved, but not something that could be limited by the conditional use permit to allow construction of a new single-family home in a commercial land use district. If Mr. Whitehouse's client elected to build a house within the setback requirements and did not need a variance, he could build a three-story house up to the maximum height of 35 feet, and it would never come to the Board. It would go through the review process in the Building Department and be approved if it met all Code requirements for setbacks and zoning. The variance is requested because the applicant wants to build a house outside of the setback rules and in exchange for these setback reductions, he is offering to condition the variance approval to a one-story house.

Mr. Pranis said that would be fine if the Board could grant the variance as non-transferable.

Mr. Taylor said variances are recorded so any future buyer would be on notice as to what the variance is, and know they are buying something that can only be a one-story structure. If they tried to expand it and build more stories, that could create lawsuits, as they bought it with notice that there are limitations to the structure.

Mr. Law said Section 10.03.02 of the LDRs states conditional use permits will be transferable and run with the land when the facts involved warrant the same, or where construction or land development is included as part of the permit. That is black and white right out of the Code and is beyond reproach. However, if the Board grants the variance for reduced setbacks for a one-story house and the owners later decide they want to add another story or two to it, the variance will not apply. They would have to remove the one-story house allowed per the variance and build a two-story or three-story house entirely in compliance with the current setback regulations.

Mr. Law said the conditions and limitations for variances per Section 10.02.03.C of the LDRs state that variances shall be nontransferable and granted to the applicant only, and be commenced within one year from the effective date of the final order granting same, with the exceptions that the Board may attach conditions to any variance to allow the variance to be transferable and run with the land when the facts involved warrant same or where construction or land development is included as part of the variance. Transfer of the property by the applicant, unless the variance runs with the land, terminates the variance. The Board may attach any other conditions and safeguards it deems necessary or reasonable. This last statement is the one the Board would hone in on if they were to grant the variance for a one-story structure only. Section 10.02.03.C goes on to state that any violation of any condition made as part of the terms under which a variance is granted shall be deemed a violation to this Code, and whenever the Board denies 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 of one year from the date of such action.

Mr. Tisdale said it is obvious that the highest and best use of this property is probably a single-family home. He asked if this is what the long-range planning of the City would prefer, and also asked if the conditional use permit to allow construction of a new single-family residence could be granted with the condition that the applicant cannot use the property as a short-term vacation rental.

Mr. Kincaid said he does not know if he is comfortable saying what the City would prefer, but allowing a single-family residence is very logical and probably the best use of the property, as he does not know that there are going to be future commercial corridors going that far back off of A1A Beach Boulevard. Aside from that, he does not know that they have the ability to dictate how the property is used or that it cannot be a short-term rental.

Mr. Taylor said even if they did have this ability, he would be very worried it might get overridden in the future, so they typically do not go there.

Mr. Law said for the government to involve itself in that level of the use of the property without the Governor of the State of Florida telling them they can do this could open the City up for government taking. They could be limiting the income of that property and the City does not have the authority to do that at this time.

Mr. Pranis said getting back to the basics, if the Board agrees to recommend to the City Commission that the conditional use permit to allow construction of the new single-family residence be granted, they then have to address the variance, and whether there is a true hardship, just as they did with the previous variance application.

Mr. Kincaid agreed, and said he has a problem with the hardship. He understands the theory for the argument behind the transitional use of the property with its location adjacent to commercial property on one side and residential property on the other, but to him, it does not matter if the variance is for one foot or 10 feet, as the granting of a variance in itself lends it to setting a precedent, as the next person who applies for a variance is going

to argue that the variance was granted, whether it was for a few inches or 10 feet. To him, the amount of the variance for setback reductions is irrelevant, but the process for granting the variance is the same for every application, and this includes finding a hardship. He absolutely appreciates the one-story building, understands the location of the property in a commercial land use district, and fully supports the conditional use application to build a new single-family residence, but he is having a difficult time with the hardship part of it. The lot actually has extra square footage added to it because of the vacated alley behind it and it has no encroachments or easements on it, so he does not know how they can get around saying there is no reasonable economic use of the property as it is without any encumbrances or anything really on it. Having said that, he completely appreciates the fact that the applicant wants to build a one-story house and wants to leave the trees and shrubbery and whatever vegetation is in place for buffers. The conditional use application has to go before the City Commission for approval anyway, so if the Board denies the variance, he asked if the applicant could ask the Commission to grant the conditional use permit for the single-family residence with the requested reduced setbacks included.

Mr. Law said no, if the variance is denied by the Board, the only recourse the applicant has for the variance is to appeal the Board's decision to deny it to the City Commission. Basically, it is a very simple question of whether a hardship has been demonstrated for the reduced setbacks. Keep in mind the property was purchased in November 2020, so going back to the hardship, it was purchased after the setbacks were changed and the new setbacks went into effect after the 90-day moratorium period allowing the former setbacks ended.

Mr. King said based on the lot size, a one-story building footprint could be 50 feet long by 30 feet wide, or 1500 square feet, with the current setback requirements.

Mr. Law said because the alley behind this lot has been vacated, the lot is 50-feet-by-100.5 feet, for a total of 5025 square feet. With the current 25-foot front and rear yard setbacks and 10-foot side yard setbacks, the applicant could build a house with a building footprint that is 50.5 feet long and 30 feet wide, or 1515 square feet, which divided into the lot size of 5025 square feet equates to 30.15% total lot coverage. One thing he thinks the Board should discuss is the theoretical question of what may happen if the Board grants the requested variance to build a one-story building, and 10 years down the road, the owner or a new owner wants to expand the building and add a floor or two. Unfortunately, this could result in a debate about the possible removal of a non-conforming structure. The variance would grant conformance to the reduced setbacks, but the Board needs to be very specific to grant the variance for only a one-story structure to avoid the possible expansion of the building in the future.

Mr. Kincaid asked if there is any further discussion or questions for the applicant regarding the conditional use application, which the Board will address first. There was no further discussion from the Board or the public.

Motion: to recommend to the City Commission that the application for Conditional Use File No. CU 2021-01 be approved for proposed new construction of a single-family residence in a commercial land use district at 105 3rd Street. **Moved** by Mr. Pranis, **seconded** by Mr. Sarris, **passed 6-0** by unanimous voice-vote.

- D. Land Use Variance File No. CU 2021-02, for reduction of the minimum front and rear yard setback requirements from 25 feet to 23.5 feet and reduction of the minimum side yard setback requirements from 10 feet to 9 feet for proposed new construction of a one-story, 1600-square-foot single-family residence in a commercial land use district per conditional use permit on Lot 10, Block 20, Chautauqua Beach Subdivision, at 105 3rd Street, James G. Whitehouse, Esquire, St. Johns Law Group, Agent for Bradley D. Lehan, Applicant

Mr. Kincaid asked if there is any further discussion or questions regarding the variance application.

Mr. King said he does not believe a clear hardship has been demonstrated.

Mr. Pranis said he does not think the Board should set a negative precedent by granting a variance for only a foot or two, because that will open the door for future applicants to ask for more.

Mr. Kincaid said he tends to agree. He understands there is a hardship for the applicant to have the house plans redrawn, but he does not think this is a hardship for the Board to consider, it is more incumbent on someone who buys a piece of property after the setback regulations are changed and in effect and then has a house designed that does not fit within those setbacks. He asked for any other comments or discussion. There was none.

Motion: to deny the application for Land Use Variance File No. VAR 2021-02 based on the lack of a demonstrated hardship. **Moved** by Mr. Kincaid, **seconded** by Mr. Tisdale, motion to deny **passed 6-0** by unanimous voice-vote.

- E. Ordinance No. 21-02, for the Board's recommendation to the City Commission to amend the Capital Improvements Element of the City's Comprehensive Plan by adopting the St. Johns County School District's Five-Year District Facilities Workplan

Mr. Law said this ordinance adopts the St. Johns County School District's Five-Year District Facilities Workplan by reference, which is something the City does every year. Even though there are no public schools in the City limits, and probably never will be any, given the cost of land and the fact that the City is on a barrier island, and schools are used as hardened facilities nowadays, it benefits the City to have the Five-Year District Facilities Workplan in the Capital Improvements Element of the Comprehensive Plan. This ordinance also includes five other Capital Improvements Element projects, which allows the City Manager to apply for certain grants for these projects.

Mr. Kincaid asked for any public comment or Board discussion regarding this item. There was none.

Motion: to recommend the City Commission approve adoption of Ordinance No. 21-02 on final reading as drafted. **Moved** by Ms. Odom, **seconded** by Mr. Tisdall, **passed 6-0** by unanimous voice-vote.

VII. OLD BUSINESS

There was no old business.

VIII. BOARD COMMENT

Mr. Pranis asked if there has been any discussion about having a joint workshop meeting with the City Commission, like the one held about a year ago with this Board and the Commission to discuss ongoing issues.

Mr. Law said this is something the City Manager is trying to set up with the City Commission. There is a larger goal of having several workshops rather than just one, so the Board will be notified when meeting dates are proposed.

Mr. Sarris said he thought the general consensus was the Board did the correct thing concerning the two variance applications. As a builder in this area since 2002, the first thing he does is get property owners in touch with an architect who clearly knows what the building setbacks are, and makes it very clear to property owners it is their responsibility to build within the defined parameters of the setbacks. In his opinion, property owners should not even ask for the type of setback reductions that were asked in the variance applications heard by the Board tonight. As Mr. Kincaid said, it is really incumbent on the property owners to contact an architect before they buy a piece of property to make sure what they want to build fits within the defined and known setbacks and other parameters, and not come before the Board for some sort of favor that really puts the Board in an awkward spot. This is a small community, and he knows the Board members are here to help their fellow residents, but residents need to start helping the Board out too by not applying for things the Board cannot approve.

Mr. Kincaid said there are really not that many rules. There are six conditions that must be met for the granting of a variance, so if an applicant comes before the Board with nothing but just basically wants to build a bigger house, the Board really does not have any choice but to deny the variance. Although it is not the Board's job to help applicants find hardships, the Board has helped find hardships in the past, to try to find ways to help applicants out. However, people have to realize that while applying for a variance is a one-time deal for them, even if they are only requesting a one-foot setback reduction, this will set a precedent that will affect other variances, so to maintain the Board's credibility, the Board has to follow the rules for the granting of a variance.

Mr. Sarris said moving forward with variance requests for setback reductions, obviously, the Board needs to look at each variance application individually and specifically. Applicants can come up here with a slick presentation and everything else but if their application does not meet the criteria for the granting of a variance, including a proven hardship, he does not see how the Board can make what they are applying for work. He does see a problem with City Code saying residential properties can have 35% maximum lot coverage, but the setback restrictions only allow 27% percent or something like that. He thinks this is an argument they will hear again.

Mr. Taylor said setback requirements that do not allow the maximum lot coverage could be a potential legal issue. He cannot predict what a court would do if it rose to that, but if the Code says you can build up to 35% lot coverage and the setback restrictions say you cannot actually build to 35%, that is a disconnect. However, the law knows how to interpret that, and will interpret the setbacks to the most restrictive. You can still comply with both rules because you do not have to build up to 35%, so there is not a conflict there. A very complicated argument could be made that it is a taking as you should be able to build to 35%, but he does not think that has merit. It is still a logical disconnect, because a larger lot can meet the setback restrictions and build up to 35%, but the smaller lots cannot comply with the setback restrictions and still build up to 35% , so it is very restrictive on the smaller lots.

Mr. Law said keep in mind, other jurisdictions, such as the County, allow smaller setbacks for lots that are 50 feet wide or less, and the City of St. Augustine allows setbacks of 10% of the lot width for non-conforming lots, which is what they are talking about here in the City of St. Augustine Beach with the 50-foot-by-93-foot small-platted lots. So, for a 50-foot-wide lot, the side setbacks would be 10% of the lot width, for a 5-foot setback on each side.

Mr. Tisdale asked if the setbacks for these lots are then different, like the setbacks in a Planned Unit Development (PUD). Sea Grove, for example, has big sections of development that are way over 35% lot coverage.

Mr. Law said yes, with a PUD, you basically take the City Code book and put it back on the shelf, as it has no bearing. Sea Grove's PUD ordinance allows 5-foot side setbacks, and total maximum coverage of 60%, with no delineation between lot coverage and ISR coverage. Stormwater calculations play into this as well.

IX. ADJOURNMENT

The meeting was adjourned at 7:40 p.m.

Kevin Kincaid, 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

WEDNESDAY, JANUARY 13, 2021, 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, Vice Chair Lana Bandy, and Members Craig Thomson and Jeanette Smith.

Members Ann Palmquist, Lonnie Kaczmarzsky, and C. Michel Cloward were absent.

Also present: Deputy City Clerk Dariana Fitzgerald, Public Works Director Bill Tredik, and Grounds Foreman Tom Large.

IV. APPROVAL OF MINUTES OF DECEMBER 9, 2020, REGULAR MEETING

Member Thomson asked to clarify on page 6 of the minutes where it stated, "Member Thomson expressed concern with being able to control and retain stormwater runoff before it reaches the retention pond, that the right-of ways may not be wide enough in some areas" that his intent was to control run off at the source by using the right-of-ways.

Motion: To approve the minutes of December 9, 2020, with correction of typographical error.

Moved by: Member Thomson, **Seconded by:** Vice Chair Bandy. Motion passed unanimously.

V. PRESENTATION OF REPORTS:

1. Florida Department of Environmental Protection's Model Ordinance for Florida-Friendly Fertilizer Use on Urban Landscapes

Chair Krempasky stated that Lake County was required to introduce a fertilizer ordinance due to their proximity to the springs and Florida aquifer. She noted that the summer timeframe was emphasized for restricting fertilizing and that the City's code is actually stronger than what St. Johns County is doing. She asked Director Tredik if there was a place in the current Code to insert about a time of year to fertilize. He noted that he would have to look up the appropriate dates, but noted that regulation without the ability to enforcement would be problematic. Chair Krempasky noted that St. Johns and Lake counties enforced it with their Code Enforcement Boards. Director Tredik stated that his focus would be on education on

how to fertilize properly, if it continued to be a problem then write codes. He noted that handouts on fertilizing could be distributed with the trees for Arbor Day.

Member Thomson noted that watering was also a concern, that people should also be educated on when the best times to water are. Vice Chair Bandy and Chair Krempasky noted that there are residents from other parts of the country that may not know how to take care of a lawn in Florida. Foreman Large stated that they could check with St. Johns County and St. Augustine to gather information to distribute. Director Tredik stated that there is a section in the City's Code adopting the Water Management District's schedule, but that it is provably not enforced often since its difficult to monitor the entire City with one Code Enforcement Officer. Member Thomson suggested an article in the City's monthly newsletter on the watering schedules. Director Tredik suggested that that could also be information provided on Arbor Day.

Vice Chair Bandy suggested information on what can and cannot be recycled. Deputy City Clerk Fitzgerald stated that the City has tried to get educational information from Advanced Disposal. Director Tredik stated that our current contract expires in April 2022, so there will be discussion this year on what to do, whether to modify what is recycled, do recycling collection in-house, or do away with recycling collection altogether. He noted that the last option would not be popular, but he will be doing research on how beneficial recycling actually is at this time, since there isn't much of a market for recycled products right now. He reported that paper has been stockpiled because no one is buying it, glass has no value because it's cheaper to make new glass from sand, but there is still a limited market in plastic and metal, so there needs to be a review on how much recycled material is actually ending up in a landfill. Deputy City Clerk Fitzgerald noted that for the City, cost is a major concern and whether the expense to the taxpayers is actually providing a benefit. Director Tredik stated that the current annual recycling bill is over \$180,000 and any new contracts would likely be over \$200,000. Deputy City Clerk Fitzgerald added that that cost was just for residential collection within the City, that condos and businesses had to contract for private service.

2. Update on Vulnerability Study from Public Works

Director Tredik handed out copies of the St. Augustine Beach Vulnerability Assessment: Task 1, Existing Information/Field Evaluation Mapping and Field Data (Exhibit A). He stated that this Task was mainly data gathering.

He stated that elevation data was used to show low lying areas, which are the areas at greater risk. He pointed out the most vulnerable areas according to this study (Exhibit A-12 to A-20). Member Thomson asked which of those areas are connected to the Mizell Pond system. Director Tredik stated that blocks 2 and 3 connected to Mizell Pond, at least in part, but the other areas are where storm surge could cause backflow or overwash into the City.

He stated that Task 2 will be modeling, maps, and a public presentation before the end of February. He is concerned about poor attendance since he needs to show public feedback to the State. This will likely be a Zoom meeting, but it hasn't been set up yet. Task 3 will be developing the action plan and planning projects that will implement some improvements and hopefully put the first one in the Capital Improvement Plan.

Member Thomson noted that this appears to be based on a Category 1 storm. Director Tredik stated that there are additional predictions based on stronger storms, but only Category 1 was included in this document. Member Thomson asked what the design parameters for proposed improvements would be; what storm strength would the resistance factor or resiliency factor be based on; and if there is a state mandate regarding capital improvement project funding. Director Tredik responded that there isn't a state mandate, but what was done for the weir was a detailed cost-benefit analysis showing that the cost of the improvements justified the construction and that involved assessing the values of properties and showing what the potential damages were and that those damages outweighed the cost of construction.

Member Thomson asked if the study was able to determine a percentage of impervious surface coverage in the vulnerable areas. Director Tredik responded that that has not occurred yet, and may not occur in this study, but will need to be done at some point, especially if the City does a stormwater utility fee at some point. He stated that runoff is estimated based on an industry standard curve number based on soil types, land classifications, etc.

Member Thomson asked what Director Tredik expects this study to provide for the City. Director Tredik responded that he sees this study helping the City to develop a project to help it survive as long as possible on a barrier island. He stated that if sea level rise continues unabated, then a retreat from the island will be inevitable at some point in the future, maybe even in our children or grandchildren's lifetime. His goal is to adapt as best we can for as long as we can.

Member Thomson asked if there was enough retention capacity in the City to manage major rainstorms and storm surge combinations. Director Tredik responded that the modeling shows that the system will work if everything goes right and is done properly, but that there will always be unexpected conditions. For example, the 5 inches of rain within two hours received over the past summer. The problem was the pipes couldn't handle that much inflow at the same time, so conveyance capacity was the issue, not retention. That one problem could be mitigated with enough investment, but that was about a 50 year return frequency for that intense level of rainfall within that short of a time. If that becomes the new normal, then there will need to be major infrastructure improvements to hold it back and keep going. These problems aren't unsolvable, just expensive.

3. Anastasia Island Environmental Stewardship Awards for 2021

Chair Krempasky asked for feedback on Vice Chair Bandy's press release on the winners of the 2020 AIESA (Exhibit B-1). She suggested maybe listing other nominees to acknowledge them. Member Thomson suggested sending a letter of appreciation to the other nominees and Chair Krempasky volunteered to write it. Vice Chair Bandy asked if Chair Krempasky could provide a quote to include in the press release.

Chair Krempasky noted on the announcement for the 2021 awards (Exhibit B-2) that she mainly just changed the dates and modified the award categories based on feedback from the last meeting. Vice Chair Bandy commented that the categories were a little unclear. Deputy City Clerk Fitzgerald suggested adding parenthesis instead of dashes, like Individual (Non-Profit/Educational).

Member Thomson suggested encouraging initiatives for reducing climate change. The Committee discussed the wording and decided to change “reducing environmental impacts” to “reducing environmental impacts from climate change”. The Committee also decided to extend the nomination deadline to April 2, 2021.

Director Tredik left the meeting at 7:00 p.m.

4. Reforestation and Landscaping Projects

a. Lakeside Park/11th Street Pond

Foreman Large reported that the cypress trees that were removed from this area are being stored at Public Works and are currently planned to be planted by the weir to help support that area. He noted that some of the plants on this list could still impact the residents’ line-of-sight. He suggested purple Joe-Pye weed (*eutrochium purpureum*) and the rogue plant (*rivina humilis*). He stated that he has not worked with these before, but they look like won’t affect the line-of-sight. He asked if there was any input from the Committee. Foreman Large clarified that they were looking for something to help support the bank.

b. Urban Forestry and Planning Projects

Member Thomson recommended focusing on reforesting 2nd Avenue instead of the 11th Street Pond. He suggested planting the cypress trees behind the Marriott. Foreman Large stated that he would speak with Director Tredik.

Foreman Large reported that four oaks trees were planted last week, three across from where the old community garden used to be (on 2nd Avenue between 1st and A Streets) and one at 4th Avenue and D Street. The last two have been repotted for future use. He noted that many of the suggested locations in the Urban Forestry Master Plan were in front of someone’s property, so that will need to be discussed with each resident before planting. Member Thomson suggested discussing potential locations for planting at the next meeting.

Member Thomson asked how the banks of the ditch are going to be controlled aside from landscaping. Deputy City Clerk Fitzgerald clarified that the landscaping was meant to help hold off further erosion so that hopefully an engineering solution wouldn’t be required anytime soon, or at least not until the City was in a better financial situation.

5. Educational Programs

Vice Chair Bandy reported that she has been looking into options. She participated in a Zoom call for a class on Living a Sustainable Life, but only five people showed up. She noted that it may not be worth the time for only five people to show up. Chair Krempasky stated that it may be better to wait until in-person meetings are possible again to have the best impact.

6. Development of a Committee Strategic Plan

Chair Krempasky reported that she forwarded a 2020 “wish list” to Mayor England.

7. Environmental Policy & Planning Recommendations

a. Sea Level Rise

b. Climate Change Initiatives

Member Thomson asked about the results of the climate change survey from 2019. Deputy City Clerk Fitzgerald reported that she was not sure if the account login information for Survey Monkey was collected by IT when former-Events Coordinator Cindy Walker left the City. The Committee discussed the possibility of putting the survey back up if the results cannot be collected.

c. Right-of-Way Ordinance

Deputy City Clerk Fitzgerald reported that a draft ordinance is in the works to present to the Commission. Member Thomson stated that this was a high priority issue to the Committee and that the City needs an ordinance in place so that it can enforce it.

8. Sustainable Stormwater Management Research

Chair Krempasky reported that this is on hold until Director Tredik approaches the Commission again.

VI. OTHER COMMITTEE MATTERS

Foreman Large stated that the City is looking at doing an Arbor Day event like it did in 2020 by just handing out trees with an informational packet. He noted that the City is the only entity nearby that gives out potted trees, that St. Augustine gives them out bareroot.

He handed out a collection of tree inventory lists from vendors (Exhibit C) and noted that the City has ordered from Superior Trees, Inc., for the past couple years. He stated that St. Augustine is having their Arbor Day this Friday and are giving out laurel oaks, winged elms, and southern red cedars. He asked that the Committee look through these lists and offer suggestions. He stated that the City probably won't order until closer to April to be sure that they are in stock.

Chair Krempasky commented that the Committee's budget was only \$2,500 this year and was concerned they wouldn't have enough to order trees this year and Foreman Large responded that last year's tree order was \$224 for 500 trees.

Foreman Large reported that St. Johns County is having their 200th anniversary this year and that the City's Communications and Events Coordinator, Melinda Conlon, had suggested planting a live oak somewhere within the City in commemoration. Some of the proposed locations are near the bocce ball courts or Lakeside Park.

Member Smith handed out information on the invasive plant species Brazilian peppertree and Chinese tallow (Exhibit D). Forman Large reported that David Jones, the Anastasia State Park Forester, is taking volunteers through the Park to remove invasive species every other Saturday. He stated that at some point Mr. Jones would like to move into the surrounding areas to continue clearing these invasive plants and that Public Works would like to work with him on this project. He suggested that the members of SEPAC could volunteer if they were interested. Chair

Krempasky asked if two or more members could volunteer for this project and Deputy City Clerk Fitzgerald responded that since it is not a City sponsored event, it would be fine as long as they do not talk about current or potential Committee matters. Member Thomson commented that many of these plants are in residents' yards, so educating the public is important.

Foreman Large stated that over a year ago the Committee had discussed landscaping along Mickler Boulevard between the road and sidewalk and potentially adding benches. He handed out the mockup that was developed by Director Tredik in 2019 (Exhibit E). Member Thomson asked about the funding for the project. Foreman Large stated that he believes the project is funded as part of the sidewalk and paving project, but would have to check with Director Tredik. Deputy City Clerk Fitzgerald reported that to her recollection the Committee generally agreed with this proposal, but that Member Thomson suggested adding openings in the landscaping at regular intervals for people to cross from the adjacent properties to the sidewalk and adding trees, but that Director Tredik was against that due to the underground pipes and overhead utilities. Member Thomson noted that the original intention was to provide barrier between the road and sidewalk, but that now they need to consider whether these plants could help with flooding in the area.

Chair Krempasky reminded the Committee that they will need to discuss which trees to purchase for Arbor Day at the next meeting. Deputy City Clerk Fitzgerald noted that some of the first trees to be taken are ones with fruits or flowers. She commented that even as big as they can get, the persimmons were the first to run out this past year. Chair Krempasky asked that Deputy City Clerk Fitzgerald send the tree lists to Member Kaczmarzsky to get his opinion. Deputy City Clerk Fitzgerald commented that, logistically, the City is trying to keep people from gathering for too long in one place, so she would recommend three varieties of tree so there would be fewer options to explain to people and they could move on quicker.

Deputy City Clerk Fitzgerald reported that the Tree City USA application was submitted and approved for the thirteenth year.

Chair Krempasky reminded the Committee about selection of a Chair and Vice Chair for 2021.

Motion: to keep Chair and Vice Chair the same. **Moved by** Member Thomson, **Seconded by** Member Smith. Motion passed unanimously.

VII. ADJOURNMENT

Chair Krempasky adjourned the meeting at 8:10 p.m.

Sandra Krempasky, Chair

ATTEST

Max Royle, City Manager

COMMISSION REPORT

February 2021

TO: MAYOR/COMMISSIONERS

FROM: DANIEL P. CARSWELL, CHIEF OF POLICE

DEPARTMENT STATISTICS January 18 – February 16

CALLS FOR SERVICE	1011
OFFENSE REPORTS	62
CITATIONS ISSUED	46
LOCAL ORDINANCE CITATIONS	3
DUI	4
TRAFFIC WARNINGS	166
TRESSPASS WARNINGS	19
ANIMAL COMPLAINTS	19
ARRESTS	16

- 4 DUI
- 2 Disorderly Intoxication
- 1 Disturbing the Peace
- 1 Battery
- 1 Aggravated Battery
- 1 Probation Violation
- 2 Drug Equipment Possession and or use
- 1 Drug Possession- Methamphetamine
- 1 Drug Possession- Controlled Substance without prescription
- 1 Trespassing
- 1 Cocaine Possession

- **ANIMAL CONTROL:**

- St. Johns County Animal Control handled 19 complaints in St. Augustine Beach area.

MONTHLY ACTIVITIES:

Activities canceled/limited due to COVID-19

MEMORANDUM

Date: February 17, 2021
To: Max Royle, City Manager
From: Bill Tredik, P.E., Public Works Director
Subject: February 2021 - Public Works Monthly Report

Funding Opportunities

Public Works is managing the following five (5) active grants:

- **City of St. Augustine Beach Vulnerability Assessment**
Florida Resilient Coastlines Program - Resilience Planning Grant
Grant amount - \$72,500; no match required
Status – Revenue agreement has been executed. Phase 2 completed in February 2021
- **Mizell Pond Weir and Stormwater Pump Station**
Districtwide Cost Share – St. Johns River Water Management District
Grant amount \$632,000; FEMA HMGP money as match
Status – Revenue agreement has been executed. Bidding underway.
- **Mizell Pond Weir and Stormwater Pump Station**
HMGP grant – FEMA/FDEM
Grant amount \$2.58 Million; SJRWMD Districtwide Cost Share as match
Status – Bidding underway. Awaiting Final FEMA Approval of Funding.
- **Ocean Hammock Park Phase 2A - Construction**
Florida Recreation Development Assistance Program
Grant amount - \$106,500; \$35,500 match required
Status – The Grant Agreement has been executed. Permitting underway
- **Ocean Hammock Park Phase 2B - Design & Permitting**
Coastal Partnership Initiative Grant – NOAA funded
Grant amount \$25,000; \$25,000 match required
Status – The Grant Agreement has been executed. Design underway.

Public Works has also applied for the following grants for Ocean Hammock Park:

- **Ocean Hammock Park Phase 2B – Construction**
Coastal Partnership Initiative Grant – NOAA funded
Grant amount \$60,000; \$60,000 match required
Status – Grant Applied for on 9/24/2020. Forwarded to NOAA for consideration.
Decision expected in May 2021
- **Ocean Walk Drainage Improvements**
Legislative Appropriation Request
Appropriation Request Amount - \$694,000
Status – Decision expected in June 2021

Maintenance Activities

Rights-of-way and Parkettes – Public Works continues to provide essential maintenance services on rights-of-way and parkettes. Restrooms on 10th St. and A St. are open all day and are regularly cleaned and disinfected to help reduce spread of COVID-19. As seasonal mowing needs for rights-of-way and parkettes have decreased for winter, Public Works will focus on other functions such as beautification of rights-of-way and parkettes and annual building and facility maintenance.

Splash Park – Splash Park is scheduled to be reopened this Spring, pending the continued trend toward lower COVID-19 infection rates. Testing and Florida Department of Health inspection for reopening is being scheduled.

Mickler Boulevard Landscaping – Design of landscaping between the sidewalk and the edge of pavement is underway now that paving has been completed. Design concepts are being coordinated with SEPAC.

Buildings – Enhanced sanitization operations continue at City buildings and public restrooms to minimize the risk of spread of COVID-19. Essential maintenance activities at City buildings continue.

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.

Lakeside Park Dock Repair [DESIGN] – Repair of Lakeside Park dock will occur in FY21. The dock will be closed for approximately two months during repair activities.

Capital Improvements

Mizell Pond Outfall Improvements (HMGP Project No. 4283-88-R) [BIDDING] – The project includes repairing and improving the damaged weir, replacing stormwater pumps and improving the downstream conveyance. Phase 1 (design and permitting) is complete and the city has received reimbursement from the Florida Division of Emergency Management (FDEM). FDEM has submitted Phase 2 (construction) to FEMA for final project approval. FEMA has completed their environmental review and released their comments. The comments are relatively general in nature and will not impact the project design. FDEM anticipates FEMA funding of Phase 2 by March 2021. The City has advertised for bids, with bid opening scheduled for March 11, 2021. Construction is anticipated to commence in Spring 2021. FEMA will reimburse of 75% of the total construction cost, with the remaining 25% to be funded by the St. Johns River Water Management District (SJRWMD) FY2021 districtwide cost-share program.

Ocean Hammock Park Phase 2A [PERMITTING] –Public Works has completed design and is submitting permit application for Phase 2A improvements to Ocean Hammock Park. Phase 2A improvements include handicap accessible restrooms (including a sanitary lift station and force main), an outside shower, water/bottle fountain, an additional handicap parking space in the parking lot, two (2) picnic areas near the parking lot, an informational kiosk, a nature trail with interpretative signage, and handicap access to the existing beach walkway. Construction is funded by park impact fees and a \$106,500 grant from the Florida Recreation Development Assistance Program (FRDAP). Construction is scheduled to commence in Spring 2021.

Ocean Hammock Park Phase 2B [DESIGN] – Public Works has begun design of Phase 2B of Ocean Hammock Park. Phase 2B includes additional parking and improvements to the interior of the park including, a picnic pavilion, observation deck, education center, additional trails with interpretative signage, bike and kayak storage, and handicap accessible connection to phase 2A and to the existing beach walkway. Design and permitting is funded by a park impact fees and a \$25,000 grant from the Coastal Partnership Initiative. Design is anticipated to be complete in FY2021.

Vulnerability Assessment [UNDERWAY] – Work is underway on the vulnerability assessment. Work is progressing in three (3) phases. Phase 1 was completed in December 2020. Phase 2 was completed at the end of February. Project work includes data collection and analysis to identify vulnerabilities to storm surge and extreme tides, updating the City's GIS drainage database, updating the City stormwater model, public outreach and involvement, development of adaptation plan, including conceptual plans for projects which increase resiliency. A public meeting was held on February 24th and the final

plan will be presented to the City Commission in April 2021 for approval and use in developing future capital improvement plans.

11th Street Pipe Repair [DESIGN] – 11th Street is experiencing subsidence in several locations due to leaks in existing pipe joints. Public works has installed temporary patches to level and improve the safety and drivability of the roadway and is initiating design of improvements which will be constructed in FY21. Design of improvements is underway. Construction is anticipated in the 2nd half of FY 2021.

Roadway Resurfacing [FINAL DESIGN] – Roadway resurfacing projects for FY21 are under design and will begin construction in the 2nd quarter of the fiscal year. Mickler Boulevard between Pope Road and 16th Street was resurfaced in January. Tides End Drive and the remainder of Mickler Boulevard are anticipated to be paved in March 2021. Residents will be notified in advance of the paving so that they may make arrangements for access to their property during paving operations. Oceanside Circle and Atlantic Alley are scheduled for paving in the 2nd half of FY21. Oceanside Circle paving schedule is dependent upon completion of necessary drainage improvements in advance of the paving.

Streets / Rights of Way / Drainage

Ocean Walk Drainage Interim Improvements [UNDERWAY] – Public Works has received a trailer-mounted stormwater pump to allow stormwater in the Lee Drive area to be pumped into the Mickler Boulevard drainage system. Public Works has also ordered a backflow device to prevent water from backing up into the Lee Drive Drainage system from Mickler Boulevard. This device will be installed in Spring 2021 and will allow Lee Drive to be pumped down in high tailwater conditions.

Ocean Walk Drainage Study [RFQ] – Public works received three (3) responses to RFQ 20-05 Ocean Walk Subdivision Drainage Improvements and has scored and ranked the submittals. The rankings were reviewed and approved at the January 4, 2020 City Commission meeting. Negotiations have concluded with the highest ranked respondent and a proposed agreement will be presented to the City Commission in March.

Oceanside Circle Drainage [DESIGN] – Survey is complete on Oceanside Circle to determine options for improving drainage in the area. Design and permitting will follow with construction planned for mid to late 2021, depending upon funding availability. Paving of Oceanside Circle will be done after installation of drainage improvements.

Street Lighting

- Seven (7) new streetlights have been installed at unlit intersections along S.R. A1A. Public Works is coordinating with FPL to install one (1) additional streetlight at the Sevilla Street intersection. An additional streetlight is planned at Sevilla St.
- FPL is proceeding with ten (10) new streetlights at poorly lit locations along A1A Beach Boulevard. The contract for their installation has been signed installation is pending.
- Staff has coordinated with FPL regarding appropriate LED lamp types for various locations throughout the City and is developing a phased plan for conversion to LED fixtures. The LED conversion plan will initially focus on A1A Beach Boulevard and S.R. A1A, then will progress into residential areas. Staff will presenting the phased conversion plan to the Commission in 2021.

Electric Vehicle Charging Station – The vehicle charging station has been installed next to Building C, and Public Works has modified the area around the charger to accommodate handicap accessibility. The City is currently finalizing the service contract with NovaCharge, LLC for the reimbursement of electrical costs associated with charging sessions. The station is anticipated to be activated in March.

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: MONTHLY REPORT
DATE: 2/12/2021

Finance

The finances of the City are doing well for the first quarter of FY 21. Expenses citywide are showing 20.6%, with 33.33% of the year complete. We will continue to monitor the monthly financials to ensure we are meeting our budget.

Communications and Events

There are no updates to report.

Technology

The IT Staff has no updates currently.

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10:44 AM

CITY OF ST. AUGUSTINE BEACH
Check Register By Check Date

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Range of Checking Accts: First to Last Range of Check Dates: 01/01/21 to 01/31/21
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 Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
001TDOPERATING									
44054	01/15/21	A1AAU020 A1A AUTO CENTER INC				01/31/21	1583		
21-00488	1	VEHICLE #103 MAINTENANCE	194.45	001-2100-521-4630 LAW ENFORCEMENT	Expenditure		24	1	
21-00488	2	VEHICLE #129 MAINTENANCE	25.00	001-2100-521-4630 LAW ENFORCEMENT	Expenditure		25	1	
21-00572	1	VEHICLE #112 HEADLIGHT	40.00	001-2100-521-4630 LAW ENFORCEMENT	Expenditure		115	1	
			259.45						
44055	01/15/21	ADVAN010 ADVANCED DISPOSAL SERVICES				01/31/21	1583		
21-00516	1	RECYCLE FEES DEC-20	10,398.64	001-3400-534-3400 GARBAGE	Expenditure		62	1	
44056	01/15/21	ADVAP010 ADVANCE AUTO PARTS				01/31/21	1583		
21-00486	1	VEHICLE #103 WIPER BLADES	9.37	001-2100-521-4630 LAW ENFORCEMENT	Expenditure		22	1	
44057	01/15/21	AFLAC005 AFLAC				01/31/21	1583		
21-00518	1	PREMIUMS DEC-20	429.12	001-229-2100 Insurance-Other Employee Paid	G/L		64	1	
44058	01/15/21	BAKER010 BAKER DISTRIBUTING COMPANY				01/31/21	1583		
21-00543	1	PD AIR FILTERS	75.84	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		92	1	
44059	01/15/21	BOZAR010 BOZARD FORD COMPANY				01/31/21	1583		
21-00478	1	VEHICLE #122 MAINTENANCE	74.99	001-2100-521-4630 LAW ENFORCEMENT	Expenditure		14	1	
21-00479	1	VEHICLE #132 MAINTENANCE	106.60	001-2100-521-4630 LAW ENFORCEMENT	Expenditure		15	1	
21-00564	1	VEHICLE #105 MAINTENANCE	41.00	001-2100-521-4630 LAW ENFORCEMENT	Expenditure		104	1	
			222.59						
44060	01/15/21	BROCK010 BROCK FENCE				01/31/21	1583		
21-00539	1	REPAIR TO BACK FENCE	15.00	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		88	1	
44061	01/15/21	CEDST005 CED-ST AUGUSTINE				01/31/21	1583		
21-00544	1	PW TOTE W/SHLDR STRAP	95.00	001-1900-519-5230 OTHER GOVERNMENTAL	Expenditure		93	1	
44062	01/15/21	CLERK020 CLERK OF CIRCUIT COURT				01/31/21	1583		
21-00531	1	FILING FEES DEC-20	40.00	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		76	1	
44063	01/15/21	COLON010 COLONIAL SUPPLEMENTAL INSURANC				01/31/21	1583		
21-00517	1	SUPPLEMENTAL INS PREM JAN-21	572.28	001-229-2100 Insurance-Other Employee Paid	G/L		63	1	

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Check Register By Check Date

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
PO #	Item	Description						
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44064	01/15/21	COMMI010 COMMISSION FOR FLORIDA LAW						1583
21-00563	1	POWERSTANDARDS JAN-DEC 21	450.00	001-2100-521-5440 LAW ENFORCEMENT	Expenditure		103	1
44065	01/15/21	CSAB-030 CSAB - POLICE EDUCATION FUND						1583
21-00467	1	PE FROM FINES	124.07	001-351-500 Court Fines	Revenue		2	1
44066	01/15/21	ELIMC005 ELI MCNETT						1583
21-00571	1	REIMBURSE EXP-UNIFORM SHOES	106.49	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		114	1
44067	01/15/21	EVIDE010 EVIDENT INC				01/31/21		1583
21-00482	1	RESEALABLE BAGS	45.00	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		18	1
44068	01/15/21	FIRST070 FIRST BANKCARD				01/15/21 VOID		0
44069	01/15/21	FIRST070 FIRST BANKCARD				01/15/21 VOID		0
44070	01/15/21	FIRST070 FIRST BANKCARD				01/31/21		1583
21-00485	1	DEERWOOD-SECKINGER FUNERAL	134.95	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		120	1
21-00485	2	DELIVERY FEES	21.16	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		121	1
21-00494	1	SUNCAM PWD TRAINING - W TREDIK	45.00	001-131-1000 Due From Road & Bridge Fund	G/L		42	1
21-00495	1	AMAZON-PWD CREEPER WHEEL	43.20	001-1900-519-4620 OTHER GOVERNMENTAL	Expenditure		43	1
21-00497	1	CONSTANT CONTACT-NOV/DEC SUBSC	38.00	001-1300-513-5410 FINANCE	Expenditure		44	1
21-00498	1	SAFESHIP-PD POSTAGE	107.80	001-2100-521-4200 LAW ENFORCEMENT	Expenditure		45	1
21-00499	1	FBI-LEEDA PD TRAINING-GILLESPI	695.00	001-2100-521-5430 LAW ENFORCEMENT	Expenditure		46	1
21-00500	1	DOLLAR TREE-PD CRIME PREV SUPP	8.00	001-2100-521-5240 LAW ENFORCEMENT	Expenditure		47	1
21-00502	1	ZOOM-REMOTE MEETING SVC DEC-20	14.99	001-1100-511-5290 LEGISLATIVE	Expenditure		48	1
21-00503	1	BGR TECH PUB-BLDG INSP PDF	64.99	001-2400-524-5410 PROT INSPECTIONS	Expenditure		49	1
21-00504	1	PROPROFS-BLDG TRNG-J THOMPSON	69.00	001-2400-524-5430 PROT INSPECTIONS	Expenditure		50	1
21-00505	1	BOAF-BLDG 2020 FL CODES	267.56	001-2400-524-5410 PROT INSPECTIONS	Expenditure		51	1
21-00506	1	ICC-BLDG CODE PUBLICATIONS	222.59	001-2400-524-5410 PROT INSPECTIONS	Expenditure		52	1
21-00507	1	TRAFFIC-BLDG SAFETY UNIFORM	235.92	001-2400-524-5210 PROT INSPECTIONS	Expenditure		53	1
21-00508	1	PUBLIX-BLDG OFFICE SUPPLIES	15.29	001-2400-524-5100 PROT INSPECTIONS	Expenditure		54	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Ref Num
PO #	Item	Description						Acct
001	TD	OPERATING		Continued				
44070	FIRST	BANKCARD		Continued				
21-00509	1	TRANSCRIPTION PUPPY-BLDG SVCS	76.50	001-1500-515-3400	Expenditure		55	1
				COMP PLANNING				
21-00510	1	AMAZON-BLDG OFFICE SUPPLIES	63.94	001-2400-524-5100	Expenditure		56	1
				PROT INSPECTIONS				
21-00511	1	AMAZON-PD MONOXIDE ALARM	34.88	001-2100-521-4610	Expenditure		57	1
				LAW ENFORCEMENT				
21-00512	1	AMAZON-VEHICLE FLASHLIGHT	141.38	001-2100-521-5230	Expenditure		58	1
				LAW ENFORCEMENT				
21-00513	1	CHEWY-PD K9 KILO FOOD	55.09	001-2100-521-4640	Expenditure		59	1
				LAW ENFORCEMENT				
21-00514	1	FPHRA ANNUAL MEMBERSHIP-BR	55.00	001-1300-513-5420	Expenditure		60	1
				FINANCE				
			2,410.24					
44071	01/15/21	FLORI170 FLORIDA JANITOR & PAPER SUPPLY				01/31/21	1583	
21-00521	1	JANITORIAL SUPPLIES	22.58	001-1900-519-5290	Expenditure		66	1
				OTHER GOVERNMENTAL				
21-00522	1	JANITORIAL SUPPLIES	650.07	001-1900-519-5290	Expenditure		67	1
				OTHER GOVERNMENTAL				
21-00523	1	JANITORIAL SUPPLIES	35.60	001-1900-519-5290	Expenditure		68	1
				OTHER GOVERNMENTAL				
21-00524	1	JANITORIAL SUPPLIES	22.58	001-1900-519-5290	Expenditure		69	1
				OTHER GOVERNMENTAL				
			730.83					
44072	01/15/21	FLORI180 FLORIDA LEAGUE OF CITIES INC				01/31/21	1583	
21-00473	1	ADMIN FEE 7/1/20-12/31/20	115.16	001-207-2000	G/L		9	1
				Due To Debt Service Fund				
44073	01/15/21	FLORI250 FPL				01/31/21	1583	
21-00468	1	ELECTRICITY	76.55	001-1900-519-4310	Expenditure		3	1
				OTHER GOVERNMENTAL				
21-00468	2	ELECTRICITY	93.95	001-3400-534-4310	Expenditure		4	1
				GARBAGE				
21-00468	3	ELECTRICITY	45.24	001-7200-572-4310	Expenditure		5	1
				PARKS AND REC				
21-00468	4	ELECTRICITY	132.23	001-131-1000	G/L		6	1
				Due From Road & Bridge Fund				
			347.97					
44074	01/15/21	FLOWE010 FLOWERS BY SHIRLEY INC				01/31/21	1583	
21-00480	1	RON PARKER	125.00	001-2100-521-5290	Expenditure		16	1
				LAW ENFORCEMENT				
44075	01/15/21	FOPLO005 FOP LODGE 113					1583	
21-00534	1	MEMBERSHIP DUES-BRYAN WRIGHT	8.34	001-229-1000	G/L		83	1
				Miscellaneous Deductions				
44076	01/15/21	GALLS010 GALLS LLC				01/31/21	1583	
21-00483	1	OFFICER FLASHLIGHTS	83.95	001-2100-521-5230	Expenditure		19	1
				LAW ENFORCEMENT				

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
PO #	Item	Description						
001TD	OPERATING			Continued				
44076	GALLS LLC			Continued				
21-00484	1	KAMMER UNIFORM	192.00	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		20	1
21-00568	1	UNIFORM FLEECE POWELL/MCNETT	220.00	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		111	1
21-00569	1	HOLSTER - HARRELL	137.95	001-2100-521-5230 LAW ENFORCEMENT	Expenditure		112	1
			<u>633.90</u>					
44077	01/15/21	GLACI005 GLACIER HEATING & A/C				01/31/21	1583	
21-00470	1	CITY HALL EMERGENCY REPAIR	1,200.00	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		7	1
44078	01/15/21	GTDIS005 GT DISTRIBUTORS				01/31/21	1583	
21-00489	1	KAMMER UNIFORM	117.22	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		26	1
44079	01/15/21	HAGAN020 HAGAN ACE MANAGEMENT CORP				01/31/21	1583	
21-00535	1	VEHICLE #70 GRAY PRIMER	3.99	001-3400-534-4630 GARBAGE	Expenditure		84	1
21-00536	1	BOLTS FOR MUTT BOXES	4.74	001-3400-534-5290 GARBAGE	Expenditure		85	1
			<u>8.73</u>					
44080	01/15/21	HEATH010 HEATH ELECTRIC				01/31/21	1583	
21-00537	1	WIRING FOR CAR CHARGING STN	877.76	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		86	1
44081	01/15/21	HOMED010 HOME DEPOT				01/15/21	VOID	0
44082	01/15/21	HOMED010 HOME DEPOT				01/31/21	1583	
21-00546	1	PALLET RETURN	15.98	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		95	1
21-00547	1	PWD BOX LEVEL	99.00	001-1900-519-5230 OTHER GOVERNMENTAL	Expenditure		96	1
21-00548	1	CAR CHARGING STATION MATERIAL	257.86	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		97	1
21-00549	1	TAX REFUND	14.76	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		98	1
21-00550	1	CAR CHARGING STATION SUPPLIES	364.85	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		99	1
21-00551	1	CERAMIC HEATERS	62.92	001-1900-519-5230 OTHER GOVERNMENTAL	Expenditure		100	1
21-00552	1	CAR CHARGING STATION SUPPLIES	10.27	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		101	1
21-00553	1	CAR CHARGING STATION CONCRETE	50.70	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		102	1
			<u>814.86</u>					
44083	01/15/21	INDIA010 INDIANHEAD EXPLORATION, LLC				01/31/21	1583	
21-00530	1	SW DISPOSAL FEES DEC-20	1,565.00	001-3400-534-4940 GARBAGE	Expenditure		75	1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
001TDOPERATING Continued									
44084	01/15/21	INNOV015 INNOVATIVE CREDIT SOLUTIONS				01/31/21	1583		
21-00570	1	CREDIT REPORT - KAMMER	17.00	001-2100-521-4930	Expenditure		113	1	
				LAW ENFORCEMENT					
44085	01/15/21	INTER065 INTERNATIONAL CODE COUNCIL					1583		
21-00477	1	MEMBERSHIP - J THOMPSON	50.00	001-2400-524-5420	Expenditure		13	1	
				PROT INSPECTIONS					
44086	01/15/21	INTLC005 INTERNATIONAL CODE COUNCIL					1583		
21-00476	1	MEMBERSHIP-L PIEROTTI	50.00	001-2400-524-5420	Expenditure		12	1	
				PROT INSPECTIONS					
44087	01/15/21	LVHIE010 L.V. HIERS INC.				01/31/21	1583		
21-00520	1	597g UNLEADED FUEL 87 OCTANE	1,250.19	001-141-0000	G/L		65	1	
				Inventories - Fuel					
21-00574	1	305g DIESEL FUEL	691.65	001-141-0000	G/L		117	1	
				Inventories - Fuel					
21-00574	2	332g DIESEL FUEL	752.87	001-141-0000	G/L		118	1	
				Inventories - Fuel					
21-00574	3	496g UNLEADED 87 OCTANE	1,076.13	001-141-0000	G/L		119	1	
				Inventories - Fuel					
			3,770.84						
44088	01/15/21	MICRO010 MICROSOFT				01/31/21	1583		
21-00492	7	MICROSOFT DEFENDER OFFICE 365	900.00	001-1100-511-5280	Expenditure		32	1	
				LEGISLATIVE					
21-00492	8	MICROSOFT DEFENDER OFFICE 365	60.00	001-1200-512-5280	Expenditure		33	1	
				EXECUTIVE					
21-00492	9	MICROSOFT DEFENDER OFFICE 365	480.00	001-1300-513-5280	Expenditure		34	1	
				FINANCE					
21-00492	10	MICROSOFT DEFENDER OFFICE 365	90.00	001-1500-515-5280	Expenditure		35	1	
				COMP PLANNING					
21-00492	11	MICROSOFT DEFENDER OFFICE 365	105.60	001-1900-519-5280	Expenditure		36	1	
				OTHER GOVERNMENTAL					
21-00492	12	MICROSOFT DEFENDER OFFICE 365	1,740.00	001-2100-521-5280	Expenditure		37	1	
				LAW ENFORCEMENT					
21-00492	13	MICROSOFT DEFENDER OFFICE 365	210.00	001-2400-524-5280	Expenditure		38	1	
				PROT INSPECTIONS					
21-00492	14	MICROSOFT DEFENDER OFFICE 365	129.60	001-3400-534-5280	Expenditure		39	1	
				GARBAGE					
21-00492	15	MICROSOFT DEFENDER OFFICE 365	62.40	001-7200-572-5280	Expenditure		40	1	
				PARKS AND REC					
21-00492	16	MICROSOFT DEFENDER OFFICE 365	182.40	001-131-1000	G/L		41	1	
				Due From Road & Bridge Fund					
21-00527	1	NEW COMMISSIONER E-MAIL-TORRES	73.63	001-1100-511-5280	Expenditure		72	1	
				LEGISLATIVE					
			4,033.63						
44089	01/15/21	NATIO090 NATIONWIDE RETIREMENT SOLUTION				01/31/21	1583		
21-00533	1	DEFERRED COMPENSATION	1,914.52	001-235-0000	G/L		82	1	
				Deferred Compensation					

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PO #	Item	Description						
001TD	OPERATING		Continued					
44090	01/15/21	NEXTR005 NEXTRAN				01/31/21		1583
21-00538	1	VEH#70/77 PRESTONE COMMAND DEF	87.00	001-3400-534-5220 GARBAGE	Expenditure		87	1
44091	01/15/21	NORTH010 NORTH FLORIDA IRRIGATION EQUIP				01/31/21		1583
21-00540	1	CAR CHARGE STATION SUPPLIES	57.79	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		89	1
21-00541	1	IRRIGATION SYS REPAIR PARTS	55.20	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		90	1
21-00542	1	IRRIGATION SYSTEM PARTS	5.12	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		91	1
			<u>118.11</u>					
44092	01/15/21	QUADI005 QUADIENT LEASING USA INC				01/31/21		1583
21-00566	1	MAIL MACHINE LEASE 2/5-5/4/21	99.21	001-1300-513-4430 FINANCE	Expenditure		107	1
21-00566	2	MAIL MACHINE LEASE 2/5-5/4/21	27.06	001-2100-521-4430 LAW ENFORCEMENT	Expenditure		108	1
21-00566	3	MAIL MACHINE LEASE 2/5-5/4/21	54.12	001-2400-524-4430 PROT INSPECTIONS	Expenditure		109	1
			<u>180.39</u>					
44093	01/15/21	QUILL010 QUILL LLC				01/31/21		1583
21-00490	1	OFFICE SUPPLIES	26.29	001-1900-519-5100 OTHER GOVERNMENTAL	Expenditure		27	1
21-00490	2	OFFICE SUPPLIES	32.26	001-3400-534-5100 GARBAGE	Expenditure		28	1
21-00490	3	OFFICE SUPPLIES	15.53	001-7200-572-5290 PARKS AND REC	Expenditure		29	1
21-00490	4	OFFICE SUPPLIES	45.41	001-131-1000 Due From Road & Bridge Fund	G/L		30	1
21-00491	1	CREDIT MEMO PRICE ADJ	3.75	001-1300-513-5100 FINANCE	Expenditure		31	1
			<u>115.74</u>					
44094	01/15/21	SANFO005 SANFORD AND SON AUTO PARTS INC				01/31/21		1583
21-00528	1	REPAIR LAMPS	11.76	001-3400-534-4630 GARBAGE	Expenditure		73	1
44095	01/15/21	SIGNS010 SIGNS NOW				01/31/21		1583
21-00474	1	LIGHT UP BEACH 2020 SIGNAGE	205.00	001-7200-572-4835 PARKS AND REC	Expenditure		10	1
21-00475	1	MASK UP SIGNAGE	60.00	001-1300-513-4850 FINANCE	Expenditure		11	1
			<u>265.00</u>					
44096	01/15/21	SMITH010 SMITH BROS. PEST CONTROL						1583
21-00532	1	PEST CONTROL JAN-21	25.00	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		77	1
21-00532	2	PEST CONTROL JAN-21	52.00	001-1900-519-4610 OTHER GOVERNMENTAL	Expenditure		78	1

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001	TD	OPERATING		Continued					
44096		SMITH BROS. PEST CONTROL		Continued					
21-00532	3	PEST CONTROL JAN-21	30.00	001-1900-519-4610	Expenditure		79	1	
				OTHER GOVERNMENTAL					
21-00532	4	PEST CONTROL JAN-21	52.00	001-1900-519-4610	Expenditure		80	1	
				OTHER GOVERNMENTAL					
21-00532	5	PEST CONTROL JAN-21	25.00	001-1900-519-4610	Expenditure		81	1	
				OTHER GOVERNMENTAL					
			184.00						
44097	01/15/21	THEBA005 THE BANCORP BANK				01/31/21	1583		
21-00565	1	VEHICLE #128	389.49	001-2100-521-4431	Expenditure		105	1	
				LAW ENFORCEMENT					
21-00565	2	VEHICLE #114	425.00	001-2100-521-4431	Expenditure		106	1	
				LAW ENFORCEMENT					
			814.49						
44098	01/15/21	TIREH005 TIREHUB LLC				01/31/21	1583		
21-00573	1	TIRES	810.00	001-2100-521-4630	Expenditure		116	1	
				LAW ENFORCEMENT					
44099	01/15/21	TOMNE010 TOM NEHL TRUCK COMPANY				01/31/21	1583		
21-00465	1	VEHICLE #75 REPAIR	1,027.33	001-3400-534-4630	Expenditure		1	1	
				GARBAGE					
44100	01/15/21	TRACT010 TRACTOR SUPPLY CREDIT PLAN				01/31/21	1583		
21-00545	1	VEH #77 REPAIR PARTS	69.98	001-3400-534-4630	Expenditure		94	1	
				GARBAGE					
44101	01/15/21	TRUAX005 TRUAX PATIENT SERVICES				01/31/21	1583		
21-00472	1	NARCAN 4mg NASAL SPRAY	1,125.00	001-2100-521-5250	Expenditure		8	1	
				LAW ENFORCEMENT					
44102	01/15/21	USBAN005 US BANK VOYAGER FLEET SYSTEMS				01/31/21	1583		
21-00515	1	UNLEADED FUEL 12-8 to 1-8-21	106.21	001-2100-521-5220	Expenditure		61	1	
				LAW ENFORCEMENT					
44103	01/15/21	USPS0010 US POSTAL SERVICE QUADIENT-TMS				01/31/21	1583		
21-00529	1	POSTAGE	500.00	001-155-0000	G/L		74	1	
				Prepaid Items					
44104	01/15/21	VERIZ010 VERIZON WIRELESS				01/31/21	1583		
21-00481	1	CELL PHONES DEC-20	840.62	001-2100-521-4100	Expenditure		17	1	
				LAW ENFORCEMENT					
44105	01/15/21	WAL-M010 WAL-MART STORE#01-0579				01/31/21	1583		
21-00525	1	PWD LUNCHEON	50.91	001-1900-519-5290	Expenditure		70	1	
				OTHER GOVERNMENTAL					
21-00526	1	PWD LUNCHEON	32.14	001-1900-519-5290	Expenditure		71	1	
				OTHER GOVERNMENTAL					
			83.05						

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001TD	OPERATING								
44106	01/15/21	ZOLLM005 ZOLL MEDICAL CORPORATION				01/31/21	1583		
21-00487	1	SHIPPING CHRG ON REPL BATTERY	60.00	001-2100-521-4200	Expenditure		23	1	
				LAW ENFORCEMENT					
21-00567	1	AED BATTERY	316.00	001-2100-521-5230	Expenditure		110	1	
				LAW ENFORCEMENT					
			<u>376.00</u>						
44107	01/29/21	ADVAP010 ADVANCE AUTO PARTS					1585		
21-00623	1	CAR WASH & WAX	11.94	001-3400-534-5290	Expenditure		106	1	
				GARBAGE					
44108	01/29/21	ALLJA005 ALLJAX TRUCK REPAIR					1585		
21-00493	1	TRUCK #79 REPAIR	1,166.41	001-3400-534-4630	Expenditure		2	1	
				GARBAGE					
44109	01/29/21	AMERIC10 AMERICAN CROSSROADS APPAREL CO					1585		
21-00605	1	UNIFORMS	248.00	001-2400-524-5210	Expenditure		58	1	
				PROT INSPECTIONS					
44110	01/29/21	ATLAN040 ATLANTIC DODGE-CHRYSLER-JEEP					1585		
21-00644	1	VEH #116 MAINTENANCE	94.30	001-2100-521-4630	Expenditure		132	1	
				LAW ENFORCEMENT					
44111	01/29/21	BOZAR010 BOZARD FORD COMPANY					1585		
21-00625	1	VEH #46 REPAIRS	331.98	001-3400-534-4630	Expenditure		108	1	
				GARBAGE					
21-00636	1	VEH #117 MAINTENANCE	61.04	001-2100-521-4630	Expenditure		118	1	
				LAW ENFORCEMENT					
			<u>393.02</u>						
44112	01/29/21	CANON010 CANON FINANCIAL SERVICES					1585		
21-00579	1	COPIER USAGE	1.67	001-1900-519-5100	Expenditure		24	1	
				OTHER GOVERNMENTAL					
21-00579	2	COPIER USAGE	2.05	001-3400-534-5100	Expenditure		25	1	
				GARBAGE					
21-00579	3	COPIER USAGE	0.99	001-7200-572-5290	Expenditure		26	1	
				PARKS AND REC					
21-00579	4	COPIER USAGE	2.87	001-131-1000	G/L		27	1	
				Due From Road & Bridge Fund					
21-00612	1	COPIER LEASE & USAGE	125.00	001-2400-524-4430	Expenditure		65	1	
				PROT INSPECTIONS					
21-00612	2	COPIER LEASE & USAGE	45.17	001-2400-524-4700	Expenditure		66	1	
				PROT INSPECTIONS					
21-00612	3	COPIER LEASE & USAGE	125.00	001-2100-521-4430	Expenditure		67	1	
				LAW ENFORCEMENT					
21-00612	4	COPIER LEASE & USAGE	82.83	001-2100-521-4700	Expenditure		68	1	
				LAW ENFORCEMENT					
21-00612	5	COPIER LEASE & USAGE	125.00	001-1300-513-4430	Expenditure		69	1	
				FINANCE					
21-00612	6	COPIER LEASE & USAGE	124.85	001-1300-513-4700	Expenditure		70	1	
				FINANCE					

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001	TD	OPERATING		Continued					
44112		CANON FINANCIAL SERVICES		Continued					
21-00612	7	COPIER LEASE & USAGE	40.48	001-1900-519-4430	Expenditure		71	1	
				OTHER GOVERNMENTAL					
21-00612	8	COPIER LEASE & USAGE	49.68	001-3400-534-4430	Expenditure		72	1	
				GARBAGE					
21-00612	9	COPIER LEASE & USAGE	23.92	001-7200-572-5290	Expenditure		73	1	
				PARKS AND REC					
21-00612	10	COPIER LEASE & USAGE	69.92	001-131-1000	G/L		74	1	
				Due From Road & Bridge Fund					
21-00612	11	COPIER LEASE & USAGE	2.26	001-1900-519-5100	Expenditure		75	1	
				OTHER GOVERNMENTAL					
21-00612	12	COPIER LEASE & USAGE	2.77	001-3400-534-5100	Expenditure		76	1	
				GARBAGE					
21-00612	13	COPIER LEASE & USAGE	1.34	001-7200-572-5290	Expenditure		77	1	
				PARKS AND REC					
21-00612	14	COPIER LEASE & USAGE	3.90	001-131-1000	G/L		78	1	
				Due From Road & Bridge Fund					
			829.70						
44113	01/29/21	CDWGO010 CDW GOVERNMENT INC.					1585		
21-00501	2	BARRACUDA BACKUP RENEWAL	389.24	001-1900-519-5280	Expenditure		3	1	
				OTHER GOVERNMENTAL					
21-00501	3	BARRACUDA BACKUP RENEWAL	477.71	001-3400-534-5280	Expenditure		4	1	
				GARBAGE					
21-00501	4	BARRACUDA BACKUP RENEWAL	230.01	001-7200-572-5280	Expenditure		5	1	
				PARKS AND REC					
21-00501	5	BARRACUDA BACKUP RENEWAL	672.32	001-131-1000	G/L		6	1	
				Due From Road & Bridge Fund					
			1,769.28						
44114	01/29/21	COMCA015 COMCAST					1585		
21-00639	1	CABLE TV/NEWS JAN-21	47.94	001-2100-521-4330	Expenditure		127	1	
				LAW ENFORCEMENT					
44115	01/29/21	COMPU005 COMPUTER AID INC					1585		
21-00575	1	NETWORK SERVER RFP#20-03	5,347.06	001-1900-519-6490	Expenditure		7	1	
				OTHER GOVERNMENTAL					
21-00575	2	NETWORK SERVER RFP#20-03	5,347.06	001-2100-521-6490	Expenditure		8	1	
				LAW ENFORCEMENT					
21-00575	3	NETWORK SERVER RFP#20-03	14,008.80	001-1900-519-6490	Expenditure		9	1	
				OTHER GOVERNMENTAL					
21-00575	4	NETWORK SERVER RFP#20-03	14,008.80	001-2100-521-6490	Expenditure		10	1	
				LAW ENFORCEMENT					
			38,711.72						
44116	01/29/21	CONSO010 CONSOLIDATED ELECTRICAL					1585		
21-00587	1	CITY HALL REPAIR	410.00	001-1900-519-4610	Expenditure		33	1	
				OTHER GOVERNMENTAL					
44117	01/29/21	COOLR005 COOL R US INC					1585		
21-00577	1	REFUND-OVERPAYMENT	119.00	001-202-4000	G/L		22	1	
				Accounts Payable - Other					

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PO #	Item	Description							
001TD	OPERATING			Continued					
44118	01/29/21	CSAB-030 CSAB - POLICE EDUCATION FUND					1585		
21-00622	1	PE FROM DEC-20 FINES	134.34	001-351-500 Court Fines	Revenue		105	1	
44119	01/29/21	DEBOR010 DEBORAH K CHRISTOPHER					1585		
21-00634	1	PAYROLL 6.5 HOURS @ \$30/HR	195.00	001-2100-521-3400 LAW ENFORCEMENT	Expenditure		116	1	
44120	01/29/21	DELMA005 DEL MAR VETERINARY HOSPITAL					1585		
21-00638	1	K9 KILO VET	24.32	001-2100-521-4640 LAW ENFORCEMENT	Expenditure		126	1	
44121	01/29/21	DONOV005 DONOVAN GREEN					1585		
21-00632	1	REIMBURSE UNIFORM BOOT EXPENSE	69.99	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		114	1	
44122	01/29/21	DOUGL005 DOUGLAS LAW FIRM					1585		
21-00611	1	LEGAL JAN-21	6,000.00	001-1300-513-3100 FINANCE	Expenditure		64	1	
44123	01/29/21	EVIDE010 EVIDENT INC					1585		
21-00631	1	LARGE EVIDENCE BAGS	60.00	001-2100-521-5230 LAW ENFORCEMENT	Expenditure		113	1	
44124	01/29/21	FLAGL030 FLAGLER CARE CENTER					1585		
21-00641	1	DRUG SCREENS	220.00	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		129	1	
44125	01/29/21	FLORI040 FLORIDA BULLET INC					1585		
21-00002	2	FEDERAL DUTY 9mm	548.00	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		1	1	
44126	01/29/21	FLORI170 FLORIDA JANITOR & PAPER SUPPLY					1585		
21-00588	1	JANITORIAL SUPPLIES	60.51	001-1900-519-5290 OTHER GOVERNMENTAL	Expenditure		34	1	
21-00589	1	JANITORIAL SUPPLIES	59.66	001-1900-519-5290 OTHER GOVERNMENTAL	Expenditure		35	1	
21-00590	1	JANITORIAL SUPPLIES	492.05	001-1900-519-5290 OTHER GOVERNMENTAL	Expenditure		36	1	
			612.22						
44127	01/29/21	FLORI190 FLORIDA MUNICIPAL INSUR TRUST					1585		
21-00621	1	INSURANCE PREMIUM FEB-21	6,072.41	001-229-2000 Health Insurance-Employee Portion	G/L		94	1	
21-00621	2	INSURANCE PREMIUM FEB-21	2,843.47	001-229-2100 Insurance-Other Employee Paid	G/L		95	1	
21-00621	3	INSURANCE PREMIUM FEB-21	650.57	001-1200-512-2300 EXECUTIVE	Expenditure		96	1	
21-00621	4	INSURANCE PREMIUM FEB-21	5,439.87	001-1300-513-2300 FINANCE	Expenditure		97	1	
21-00621	5	INSURANCE PREMIUM FEB-21	991.96	001-1500-515-2300 COMP PLANNING	Expenditure		98	1	

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001	TD	OPERATING		Continued					
44127		FLORIDA MUNICIPAL INSUR TRUST		Continued					
21-00621	6	INSURANCE PREMIUM FEB-21	4,013.81	001-1900-519-2300	Expenditure		99	1	
				OTHER GOVERNMENTAL					
21-00621	7	INSURANCE PREMIUM FEB-21	16,391.29	001-2100-521-2300	Expenditure		100	1	
				LAW ENFORCEMENT					
21-00621	8	INSURANCE PREMIUM FEB-21	2,906.29	001-2400-524-2300	Expenditure		101	1	
				PROT INSPECTIONS					
21-00621	9	INSURANCE PREMIUM FEB-21	4,926.04	001-3400-534-2300	Expenditure		102	1	
				GARBAGE					
21-00621	10	INSURANCE PREMIUM FEB-21	2,371.80	001-7200-572-2300	Expenditure		103	1	
				PARKS AND REC					
21-00621	11	INSURANCE PREMIUM FEB-21	6,932.92	001-131-1000	G/L		104	1	
				Due From Road & Bridge Fund					
			53,540.43						
44128	01/29/21	FOPL0005 FOP LODGE 113					1585		
21-00613	1	MEMBERSHIP - BRYAN WRIGHT	8.34	001-229-1000	G/L		79	1	
				Miscellaneous Deductions					
44129	01/29/21	GALLS010 GALLS LLC					1585		
21-00635	1	KAMMER WALLET	24.95	001-2100-521-5210	Expenditure		117	1	
				LAW ENFORCEMENT					
21-00642	1	TRAFFIC WAND	75.00	001-2100-521-6490	Expenditure		130	1	
				LAW ENFORCEMENT					
			99.95						
44130	01/29/21	GOVC0005 GOVCONNECTION INC					1585		
21-00607	1	NEW ID CARDS	292.63	001-2100-521-5100	Expenditure		60	1	
				LAW ENFORCEMENT					
21-00608	1	NEW ID CARDS	305.00	001-2100-521-5100	Expenditure		61	1	
				LAW ENFORCEMENT					
21-00609	1	MDT CAR ADAPTERS	585.00	001-2100-521-5281	Expenditure		62	1	
				LAW ENFORCEMENT					
			1,182.63						
44131	01/29/21	HAGAN020 HAGAN ACE MANAGEMENT CORP					1585		
21-00582	1	BUG STOP, DUST PAN	24.98	001-1900-519-5290	Expenditure		28	1	
				OTHER GOVERNMENTAL					
21-00583	1	PROPANE	37.98	001-1900-519-5290	Expenditure		29	1	
				OTHER GOVERNMENTAL					
21-00584	1	FUEL TANK LOCKS	19.97	001-1900-519-5290	Expenditure		30	1	
				OTHER GOVERNMENTAL					
21-00626	1	MURIATIC ACID	23.36	001-7200-572-5290	Expenditure		109	1	
				PARKS AND REC					
			106.29						
44132	01/29/21	HOMED010 HOME DEPOT					1585		
21-00585	1	PW RESTROOM REPAIRS	48.34	001-1900-519-4610	Expenditure		31	1	
				OTHER GOVERNMENTAL					

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001TD	OPERATING		Continued				
44133	01/29/21	LEGAL005 LEGALSHIELD					1585
21-00604	1	PREPAID LEGAL	15.95	001-229-2100 Insurance-Other Employee Paid	G/L		57 1
44134	01/29/21	LVHIE010 L.V. HIERS INC.					1585
21-00620	1	844g UNLEADED 87 OCTANE	1,847.93	001-141-0000 Inventories - Fuel	G/L		92 1
21-00620	2	269g DIESEL FUEL	614.67	001-141-0000 Inventories - Fuel	G/L		93 1
			<u>2,462.60</u>				
44135	01/29/21	MARIO010 MARIOTTI'S					1585
21-00615	1	UNIFORM DRYCLEAN SVC DEC-20	44.35	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		81 1
44136	01/29/21	MELIN005 MELINDA CONLON					1585
21-00606	1	REIMBURSE-TARGET STORAGE BINS	28.73	001-1300-513-5100 FINANCE	Expenditure		59 1
44137	01/29/21	MUNIC020 MUNICIPAL SUPPLY & SIGN CO.					1585
21-00586	1	CAR CHARGING STATION MATERIALS	50.00	001-1900-519-5290 OTHER GOVERNMENTAL	Expenditure		32 1
44138	01/29/21	NATIO090 NATIONWIDE RETIREMENT SOLUTION					1585
21-00614	1	DEFERRED COMPENSATION	1,914.52	001-235-0000 Deferred Compensation	G/L		80 1
44139	01/29/21	NEXTR005 NEXTRAN					1585
21-00619	1	VEH #70-#79 PRESTONE DEF	174.00	001-3400-534-5220 GARBAGE	Expenditure		91 1
44140	01/29/21	OCALA005 OCALA POLICE DEPARTMENT					1585
21-00633	1	DETECTIVE ACADEMY-MCNETT	200.00	001-2100-521-5430 LAW ENFORCEMENT	Expenditure		115 1
44141	01/29/21	OHLIN005 OHLIN SALES INC/OSI BATTERIES					1585
21-00629	1	AA BATTERIES	40.79	001-2100-521-5230 LAW ENFORCEMENT	Expenditure		111 1
44142	01/29/21	PATCH005 PATCH PLAQUES & MORE					1585
21-00628	1	DESK PLATES	244.80	001-2100-521-5290 LAW ENFORCEMENT	Expenditure		110 1
44143	01/29/21	PATRI010 PATRICK'S UNIFORMS					1585
21-00630	1	CLASS A TIE-EVANS	8.99	001-2100-521-5210 LAW ENFORCEMENT	Expenditure		112 1
44144	01/29/21	QUILL010 QUILL LLC					1585
21-00600	1	OFFICE SUPPLIES	14.95	001-2400-524-5100 PROT INSPECTIONS	Expenditure		51 1
21-00601	1	OFFICE SUPPLIES	133.53	001-1300-513-5100 FINANCE	Expenditure		52 1

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PO #	Item	Description					Ref Seq Acct
001	TD	OPERATING					
44144	QUILL LLC		Continued				
21-00601	2	OFFICE SUPPLIES	6.10	001-2400-524-5100	Expenditure		53 1
				PROT INSPECTIONS			
			154.58				
44145	01/29/21	ROBER035 ROBERT PORTER					1585
21-00624	1	REIMBURSE CDL EXPENSE	82.25	001-3400-534-5290	Expenditure		107 1
				GARBAGE			
44146	01/29/21	STADV010 STAPLES					1585
21-00602	1	OFFICE SUPPLIES	45.05	001-2400-524-5100	Expenditure		54 1
				PROT INSPECTIONS			
21-00603	1	OFFICE SUPPLIES	400.66	001-1300-513-5100	Expenditure		55 1
				FINANCE			
21-00603	2	OFFICE SUPPLIES	70.44	001-2400-524-5100	Expenditure		56 1
				PROT INSPECTIONS			
			516.15				
44147	01/29/21	STAUG110 ST AUGUSTINE RECORD					1585
21-00595	1	LEGAL AD FY21 BUDGET SUMMARY	578.89	001-1300-513-4810	Expenditure		47 1
				FINANCE			
21-00596	1	LEGAL AD 2ND STREET	323.12	001-1300-513-4810	Expenditure		48 1
				FINANCE			
21-00597	1	PZB LEGAL AD	148.09	001-1500-515-4810	Expenditure		49 1
				COMP PLANNING			
21-00598	1	PZB LEGAL AD	161.55	001-1500-515-4810	Expenditure		50 1
				COMP PLANNING			
21-00610	1	LEGAL AD-TAXES-SECOND NOTICE	578.89	001-1300-513-4810	Expenditure		63 1
				FINANCE			
			1,790.54				
44148	01/29/21	STJOH110 ST. JOHNS COUNTY SOLID WASTE					1585
21-00578	1	DISPOSAL FEES DEC-20	13,639.92	001-3400-534-4940	Expenditure		23 1
				GARBAGE			
44149	01/29/21	STJOH140 ST. JOHNS COUNTY UTILITY DEPAR					1585
21-00576	1	WATER SERVICE DEC-20	54.73	001-7200-572-4320	Expenditure		11 1
				PARKS AND REC			
21-00576	2	WATER SERVICE DEC-20	124.53	001-7200-572-4320	Expenditure		12 1
				PARKS AND REC			
21-00576	3	WATER SERVICE DEC-20	86.03	001-7200-572-4320	Expenditure		13 1
				PARKS AND REC			
21-00576	4	WATER SERVICE DEC-20	106.37	001-7200-572-4320	Expenditure		14 1
				PARKS AND REC			
21-00576	5	WATER SERVICE DEC-20	183.57	001-2100-521-4320	Expenditure		15 1
				LAW ENFORCEMENT			
21-00576	6	WATER SERVICE DEC-20	488.60	001-1900-519-4320	Expenditure		16 1
				OTHER GOVERNMENTAL			
21-00576	7	WATER SERVICE DEC-20	325.74	001-2400-524-4320	Expenditure		17 1
				PROT INSPECTIONS			
21-00576	8	WATER SERVICE DEC-20	48.52	001-1900-519-4320	Expenditure		18 1
				OTHER GOVERNMENTAL			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Seq	Num Acct
PO #	Item	Description						
001TD	OPERATING			Continued				
44149	ST. JOHNS COUNTY UTILITY DEPAR	Continued						
21-00576	9	WATER SERVICE DEC-20	59.55	001-3400-534-4320	Expenditure		19	1
				GARBAGE				
21-00576	10	WATER SERVICE DEC-20	28.67	001-7200-572-4320	Expenditure		20	1
				PARKS AND REC				
21-00576	11	WATER SERVICE DEC-20	83.80	001-131-1000	G/L		21	1
				Due From Road & Bridge Fund				
			<u>1,590.11</u>					
44150	01/29/21	SUNLI010 SUN LIFE FINANCIAL						1585
21-00591	1	LIFE INSURANCE PREMIUM FEB-21	4.56	001-1200-512-2300	Expenditure		37	1
				EXECUTIVE				
21-00591	2	LIFE INSURANCE PREMIUM FEB-21	63.91	001-1300-513-2300	Expenditure		38	1
				FINANCE				
21-00591	3	LIFE INSURANCE PREMIUM FEB-21	14.15	001-1500-515-2300	Expenditure		39	1
				COMP PLANNING				
21-00591	4	LIFE INSURANCE PREMIUM FEB-21	38.16	001-1900-519-2300	Expenditure		40	1
				OTHER GOVERNMENTAL				
21-00591	5	LIFE INSURANCE PREMIUM FEB-21	191.73	001-2100-521-2300	Expenditure		41	1
				LAW ENFORCEMENT				
21-00591	6	LIFE INSURANCE PREMIUM FEB-21	31.50	001-2400-524-2300	Expenditure		42	1
				PROT INSPECTIONS				
21-00591	7	LIFE INSURANCE PREMIUM FEB-21	46.84	001-3400-534-2300	Expenditure		43	1
				GARBAGE				
21-00591	8	LIFE INSURANCE PREMIUM FEB-21	22.55	001-7200-572-2300	Expenditure		44	1
				PARKS AND REC				
21-00591	9	LIFE INSURANCE PREMIUM FEB-21	65.92	001-131-1000	G/L		45	1
				Due From Road & Bridge Fund				
21-00591	10	LIFE INSURANCE PREMIUM FEB-21	297.73	001-229-2100	G/L		46	1
				Insurance-Other Employee Paid				
			<u>777.05</u>					
44151	01/29/21	VERIZ010 VERIZON WIRELESS						1585
21-00616	1	CELL PHONES DEC-20	118.54	001-1300-513-4100	Expenditure		82	1
				FINANCE				
21-00616	2	CELL PHONES DEC-20	1,099.98	001-1300-513-4100	Expenditure		83	1
				FINANCE				
21-00616	3	CELL PHONES DEC-20	117.62	001-2100-521-4100	Expenditure		84	1
				LAW ENFORCEMENT				
21-00616	4	CELL PHONES DEC-20	126.44	001-2400-524-4100	Expenditure		85	1
				PROT INSPECTIONS				
21-00616	5	CELL PHONES DEC-20	49.99	001-1900-519-5290	Expenditure		86	1
				OTHER GOVERNMENTAL				
21-00616	6	CELL PHONES DEC-20	73.24	001-1900-519-4100	Expenditure		87	1
				OTHER GOVERNMENTAL				
21-00616	7	CELL PHONES DEC-20	89.88	001-3400-534-4100	Expenditure		88	1
				GARBAGE				
21-00616	8	CELL PHONES DEC-20	43.28	001-7200-572-4100	Expenditure		89	1
				PARKS AND REC				

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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
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			Continued				
44151	01/29/21	VERIZON WIRELESS					
21-00616	9	CELL PHONES DEC-20	126.49	001-131-1000	G/L		90 1
				Due From Road & Bridge Fund			
			1,845.46				
44152	01/29/21	WATER015 WATERLOGIC AMERICAS					1585
21-00640	1	SERVICE AGREEMENT 1/15-4/14/21	139.91	001-2100-521-5290	Expenditure		128 1
				LAW ENFORCEMENT			
44153	01/29/21	WINDS005 WINDSTREAM					1585
21-00637	1	PHONE/INTERNET JAN-21	618.36	001-1300-513-4100	Expenditure		119 1
				FINANCE			
21-00637	2	PHONE/INTERNET JAN-21	28.11	001-1500-515-4100	Expenditure		120 1
				COMP PLANNING			
21-00637	3	PHONE/INTERNET JAN-21	1,405.36	001-2100-521-4100	Expenditure		121 1
				LAW ENFORCEMENT			
21-00637	4	PHONE/INTERNET JAN-21	281.07	001-2400-524-4100	Expenditure		122 1
				PROT INSPECTIONS			
21-00637	5	PHONE/INTERNET JAN-21	112.43	001-1900-519-4100	Expenditure		123 1
				OTHER GOVERNMENTAL			
21-00637	6	PHONE/INTERNET JAN-21	56.21	001-7200-572-4100	Expenditure		124 1
				PARKS AND REC			
21-00637	7	PHONE/INTERNET JAN-21	168.63	001-131-1000	G/L		125 1
				Due From Road & Bridge Fund			
21-00637	8	PHONE/INTERNET JAN-21	140.54	001-3400-534-4100	Expenditure		133 1
				GARBAGE			
			2,810.71				
44154	01/29/21	ZOLLM005 ZOLL MEDICAL CORPORATION					1585
21-00643	1	AED BATTERY REPL	60.00	001-2100-521-5230	Expenditure		131 1
				LAW ENFORCEMENT			
Checking Account Totals							
		Paid	Void	Amount Paid	Amount Void		
	Checks:	98	3	173,591.10	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	98	3	173,591.10	0.00		
002IMPACTFEES							
1589	01/31/21	STJOH020 ST JOHNS COUNTY FINANCE DEPT					1586
21-00645	1	IMPACT FEES JAN 2021	63,637.67	001-208-0000	G/L		1 1
				Due to Other Governments			
Checking Account Totals							
		Paid	Void	Amount Paid	Amount Void		
	Checks:	1	0	63,637.67	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	1	0	63,637.67	0.00		
101TDBANKRDBRG							
20835	01/15/21	ADVAP010 ADVANCE AUTO PARTS				01/31/21	1582
21-00559	1	TRAILER LIGHT BULB	23.74	101-4100-541-4630	Expenditure		15 1
				ROADS & BRIDGES			

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Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Seq Acct
101TDBANKRDBRG			Continued				
20836	01/15/21	CMT00005 CMT				01/31/21	1582
21-00356	1	VULNERABILITY ASSESS AMEND #32	5,250.00	101-4100-541-6380	Expenditure		19 1
				ROADS & BRIDGES			
21-00496	1	VULNERABILITY ASSESSMENT #32	3,500.00	101-4100-541-6380	Expenditure		8 1
				ROADS & BRIDGES			
			8,750.00				
20837	01/15/21	EVANS010 EVANS AUTOMOTIVE				01/31/21	1582
21-00562	1	VEH #66 TIRE REPAIR	110.04	101-4100-541-4630	Expenditure		18 1
				ROADS & BRIDGES			
20838	01/15/21	FLORI250 FPL				01/31/21	1582
21-00469	1	ELECTRICITY	112.07	101-4100-541-4310	Expenditure		4 1
				ROADS & BRIDGES			
21-00469	2	ELECTRICITY	30.29	101-4100-541-4310	Expenditure		5 1
				ROADS & BRIDGES			
21-00469	3	ELECTRICITY	59.11	101-4100-541-4310	Expenditure		6 1
				ROADS & BRIDGES			
21-00469	4	ELECTRICITY	653.37	101-4100-541-4310	Expenditure		7 1
				ROADS & BRIDGES			
			854.84				
20839	01/15/21	GOODY020 GOODYEAR TIRE & RUBBER COMPANY				01/31/21	1582
21-00561	1	TIRES	579.28	101-4100-541-4630	Expenditure		17 1
				ROADS & BRIDGES			
20840	01/15/21	HAGAN020 HAGAN ACE MANAGEMENT CORP				01/31/21	1582
21-00556	1	WEED KILLER	14.99	101-4100-541-5310	Expenditure		12 1
				ROADS & BRIDGES			
21-00557	1	WEED KILLER	20.98	101-4100-541-5310	Expenditure		13 1
				ROADS & BRIDGES			
			35.97				
20841	01/15/21	HEATH010 HEATH ELECTRIC				01/31/21	1582
21-00558	1	LAKESIDE PK POLE LIGHT REPAIR	327.73	101-4100-541-5310	Expenditure		14 1
				ROADS & BRIDGES			
20842	01/15/21	HOMED010 HOME DEPOT				01/31/21	1582
21-00554	1	MEASURING WHEEL	31.97	101-4100-541-5230	Expenditure		10 1
				ROADS & BRIDGES			
21-00555	1	TREE CARE SUPPLIES	52.68	101-4100-541-5270	Expenditure		11 1
				ROADS & BRIDGES			
			84.65				
20843	01/15/21	LVHIE010 L.V. HIERS INC.				01/31/21	1582
21-00519	1	75g MARINE GAS	162.76	101-4100-541-5220	Expenditure		9 1
				ROADS & BRIDGES			
20844	01/15/21	RBSUP010 R&B SUPPLY CO INC				01/31/21	1582
21-00560	1	HOLIDAY LIGHTS	376.80	101-4100-541-6361	Expenditure		16 1
				ROADS & BRIDGES			

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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
101TDBANKRDBRG			Continued				
20845	01/15/21	THELA020 THE LAKE DOCTORS				01/31/21	1582
21-00466	1	WATER MANAGEMENT JAN-21	595.00	101-4100-541-3400 ROADS & BRIDGES	Expenditure		3 1
20846	01/15/21	UNITE050 UNITED RENTALS NORTH AMERICA				01/31/21	1582
21-00378	1	DEWATERING PUMP HOSE	2,988.00	101-4100-541-6490 ROADS & BRIDGES	Expenditure		1 1
21-00378	2	DEWATERING PUMP HOSE-CREDIT	450.00-	101-4100-541-6490 ROADS & BRIDGES	Expenditure		2 1
			<u>2,538.00</u>				
20847	01/29/21	BSSIG010 B & S SIGNS INC.					1584
21-00592	1	CROSSING FLAGS	309.96	101-4100-541-5310 ROADS & BRIDGES	Expenditure		5 1
20848	01/29/21	CDPW005 CDPW INC					1584
21-00355	1	DEWATER PUMP	15,400.00	101-4100-541-6490 ROADS & BRIDGES	Expenditure		3 1
20849	01/29/21	CMT00005 CMT					1584
21-00581	1	VULNERABILITY ASSESSMENT #32	2,625.00	101-4100-541-6380 ROADS & BRIDGES	Expenditure		4 1
20850	01/29/21	FERGU010 FERGUSON ENTERPRISES LLC #52					1584
21-00617	1	PIPE NIP FOR NEW DEWATER PUMP	96.95	101-4100-541-6490 ROADS & BRIDGES	Expenditure		9 1
20851	01/29/21	FUTCH015 FUTCH'S POWER DEPOT					1584
21-00618	1	2 CYCLE OIL	26.46	101-4100-541-5220 ROADS & BRIDGES	Expenditure		10 1
21-00618	2	EDGER BLADES	92.24	101-4100-541-5290 ROADS & BRIDGES	Expenditure		11 1
			<u>118.70</u>				
20852	01/29/21	GEOMA010 GEOMATICS CORPORATION					1584
21-00119	1	OCEANSIDE CIR TOPOGR SURVEY	5,500.00	101-4100-541-6310 ROADS & BRIDGES	Expenditure		1 1
21-00119	2	OCEANSIDE CIR TOPOGR SURVEY	5,500.00	101-4100-541-6380 ROADS & BRIDGES	Expenditure		2 1
			<u>11,000.00</u>				
20853	01/29/21	HAGAN020 HAGAN ACE MANAGEMENT CORP					1584
21-00594	1	PADLOCKS & KEYS	163.38	101-4100-541-5310 ROADS & BRIDGES	Expenditure		7 1
20854	01/29/21	MUNIC020 MUNICIPAL SUPPLY & SIGN CO.					1584
21-00593	1	CHILDREN AT PLAY SIGNAGE	435.60	101-4100-541-5310 ROADS & BRIDGES	Expenditure		6 1
20855	01/29/21	SAFET010 SAFETY KLEEN SYSTEMS INC					1584
21-00599	1	PARTS WASHER SERVICE	168.27	101-4100-541-5290 ROADS & BRIDGES	Expenditure		8 1

Check #	Check Date	Vendor			Reconciled/Void	Ref Num
PO #	Item	Description	Amount Paid	Charge Account	Account Type	Contract Ref Seq Acct
101TDBANKRDBRG						
Continued						
Checking Account Totals			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:		21	0	44,756.67	0.00
	Direct Deposit:		0	0	0.00	0.00
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Report Totals						
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:		120	3	281,985.44	0.00
	Direct Deposit:		0	0	0.00	0.00
	Total:		120	3	281,985.44	0.00

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	1-001	143,756.60	258.41	93,213.76	237,228.77
ROAD & BRIDGE FUND	1-101	44,756.67	0.00	0.00	44,756.67
Total of All Funds:		188,513.27	258.41	93,213.76	281,985.44

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
GENERAL FUND	001	143,756.60	258.41	93,213.76	237,228.77
ROAD & BRIDGE FUND	101	44,756.67	0.00	0.00	44,756.67
Total Of All Funds:		188,513.27	258.41	93,213.76	281,985.44

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
GENERAL FUND	1-001	143,756.60	0.00	0.00	0.00	143,756.60
ROAD & BRIDGE FUND	1-101	44,756.67	0.00	0.00	0.00	44,756.67
Total of All Funds:		188,513.27	0.00	0.00	0.00	188,513.27

PENDING ACTIVITIES AND PROJECTS

Revised February 18, 2021

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 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. Information for review of the City Manager was provided to the Commission in October. As Chief Hardwick has been elected Sheriff of St. Johns County, there is no need for the Commission to do his review as he has left his position as Police Chief. At their December 7, 2020, meeting, the Commission by consensus decided that each Commissioner would meet with the City Manager to discuss his evaluation.
2. **LAND DEVELOPMENT REGULATIONS.** The Building Department staff prepared revisions to the Regulations to implement the new policies in the Comprehensive Plan that was approved by the state in February. At the Commission's November 9th meeting, the Building Official proposed four more changes:
 - a. to remove obsolete language concerning occupancy limits
 - b. to include medium low-density residential land use districts as subject to the same impervious surface ratio that applies to medium density residential land use districts
 - c. to adopt by reference the currently adopted Florida Building Code concerning unsafe buildings
 - d. to show that the number of regular members of the Code Enforcement Board is seven.
 - e. The City Attorney prepared an ordinance, which was passed on first reading at the Commission's December 7, 2020, meeting. The ordinance had its first public hearing and second reading at the Commission's January 4, 2021, meeting. It had its second public hearing and final reading at the Commission's February 1st meeting, when the Commission adopted it. This topic will no longer be included in this report.

A second change to the Regulations will be to allow mobile food vending, such as food trucks, in the City. A new state law requires that cities and counties allow such vending within their limits. At this time, the City doesn't allow food trucks except in connection with City-sponsored events, such as Beach Blast Off. At its November 9th meeting, the City Commission reviewed the information concerning the new law and asked the City Attorney to prepare an ordinance. The Commission reviewed the ordinance at its January 4, 2021, meeting, and made significant changes to it. At its February 1st meeting, the Commission reviewed a new draft of the ordinance and passed it on first reading. The Comprehensive Planning and Zoning Board reviewed the ordinance at its February 16th meeting and recommended its approval with three changes. The ordinance is scheduled for a public hearing and second reading at the Commission's March 1st meeting.

3. **UPDATING STRATEGIC PLAN.** As its January 7, 2019, meeting, the City Commission decided to do the update itself with the City staff. At later meetings in 2019, the Planning Board and the Sustainability and Environmental Planning Advisory Committee provided suggestions for the plan. The Commission agreed with the City Manager's suggestions for items in the plan and asked him to include in it parking infrastructure. 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 14, 2020, continuation meeting. The topic was on the agenda for the Commission's February 1st meeting, but because of time, the Commission scheduled discussion of it to the continuation meeting on February 8th. At that meeting, the Commission provided some suggestions for changes and Commissioner George will work with the City Manager on changes to the wording for the plan's Vision Statement.

4. **PARKING PLAN.** The City Commission has changed the focus of the parking plan from paid parking to improvements for parking on City-owned plazas and streets. The staff will draft a five-year plan and the Police Department is to determine the most effective parking regulations for the streets west of A1A Beach Boulevard. The parking plan will be provided to the Commission at a future meeting. At its October 5th meeting, a Commissioner proposed that paid parking be discussed again. This may happen at a workshop meeting in the spring of 2021.
5. **JOINT MEETINGS:**
 - a. With the County Commission. No date has yet been proposed by either Commission for a joint meeting.
 - b. On February 10, 2020, the City Commission and Planning Board held a joint meeting. The topics discussed included communications, training for Board members, hiring a planner and providing more information to the Board. It was agreed to have a joint meeting every six months. At its March 2nd meeting, the Commission asked that the Code Enforcement Board and the Sustainability and Environmental Planning Advisory Committee be asked for dates for a workshop meeting with the Commission. Because of the pandemic and social distancing requirements, the workshop wasn't held in 2020. At its January 4, 2021, meeting, the Commission discussed a joint meeting and asked the staff to look in the possibility of a Zoom meeting or holding the meeting in a larger venue, such as the Flagler Auditorium. This topic will be discussed at the Commission's February 1st meeting.
6. **UPDATING PERSONNEL MANUAL.** Past updates or changes have included: to designate Christmas Eve and Good Friday as holidays for the City employees; to provide compensation to the employees during emergencies; revisions to provisions in the Manual concerning equal employment opportunity, educational assistance program, Americans with Disabilities Act coordinators, records, interpretations, and conflicts of interest. Ms. Beverly Raddatz, the City Clerk, proposed three changes to the Manual, which were approved by the Commission at its January 4, 2021, meeting. Three more changes were on the agenda for the Commission's February 1st meeting. The Commission decided not to adopt two but did approve a resolution with new policies concerning transfers and categories of leave. The City Clerk has prepared three more changes, which the Commission will review at its March 1st meeting.
7. **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.

8. 8. LED STREETLIGHTS. FPL representatives presented a proposal to the Commission at its June 10, 2019, 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 13, 2020, 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 was signed. FPL now must do the design and install the lights. The Public Works Director has verified the locations of the lights proposed to be changed. The FPL is moving forward with the design of 10 of the 12 lights and the contract for these lights has been signed. The City is waiting for the lights to be put up. The remaining two lights will be re-evaluated as to whether there is a need to change them to provide better illumination of the Boulevard.
9. 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. The Governor approved the appropriation and the contract with the Florida Department of Environmental Protection has been signed. The restrooms have been designed by a local architect and the Public Works Department has done the site design. Next phase is obtaining from the St. Johns River Water Management District. After the permit is approved, the City will advertise for bids. Construction may start in late spring.
 - 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. Though it is federal money, the grant is provided through the state, which has approved it, and the grant agreement has been executed. Contract with a parks design firm has been signed and the design work should be completed by the end of September.

The Public Works Director has applied for another Partnership grant for \$60,000 for additional improvements to Ocean Hammock Park. The application was submitted on September 25, 2020. The City will not know until May 2021 whether it has received the grant.
 - c. Florida Resilient Coastlines Program 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. The Governor approved the funding, and the civil engineer has been hired and work on the study has started. A public meeting to explain the plan, obtain feedback and discuss coastal resiliency has been scheduled for February 24, 2021. A report on the meeting will be provided next month.

- d. St. Johns River Water Management District Cost Share Program: Grant applied for in February to provide funds for the new weir at the City's Mizell Road retention pond. The amount requested is \$600,000. In April, the City was notified that its project was in line for funding. However, whether the money will be provided depends on the District appropriating it in the District's Fiscal Year 2021 budget. District approved the funding for this program in September 2020. The contract has been executed. Once FEMA has given its approval, the City has advertised for bids. Construction could start in the spring of 2021.
 - e. Florida Recreation Development Assistance Grant. The Public Works Director has prepared and submitted grant for more improvements to Ocean Hammock Park. The Florida Department of Environmental Protection has informed the City that its application is not eligible because it already has another recreation assistance grant. may not be eligible.
10. REQUEST TO ST. AUGUSTINE PORT, WATERWAY AND BEACH COMMISSION FOR FUNDING FOR PROJECTS. In the spring of 2021, City staff will ask the Port Commission to provide money in its Fiscal Year 2022 budget for beach access walkovers.
 11. REQUEST FOR FUNDING FROM TOURIST DEVELOPMENT COUNCIL FOR BEACH-RELATED PROJECTS. Requests for funding are on hold because of the significant decline in revenue from the bed tax due to the pandemic.
 12. 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.

The non-conforming sign for Antonio's Pizza/Rita's Ice will was struck by a delivery truck. The replacement sign was lowered to meet the 12-foot height limit.
 13. 1CHARGING STATION FOR ELECTRIC VEHICLES. The Public Works Director is working with the staff of the North Florida Regional Transportation Organization to have a charging station for the public at city hall. The Public Works Director met with the company that builds the stations to determine the location for the station, which will be two charging stations next to Building C on the west side of the south city hall parking lot. In early December, the charging station was constructed. A contract with the company, once approved by the City Attorney and the Public Works Director, will be signed.
 14. FLOODING COMPLAINTS. Citizens have expressed concerns about the following areas:
 - a. Ocean Walk Subdivision. The subdivision is located on the east side of Mickler Boulevard between Pope Road and 16th Street. Earlier in 2020, the ditch that borders the subdivision's west side was piped. Ocean Walk residents have complained that the piping of the ditch has caused flooding along the subdivision's west side. The Public Works Director has had the Mickler and 11th Street ditches clear of debris, so as to improve the flow of water, and will propose that the subdivision be surveyed and the City's civil engineering consultant. CMT, to review the project. At the Commission's September 14th meeting, the City's civil engineering consultant, Mr. Gary Sneddon of CMT, described project and its technical basis for piping the Mickler Boulevard ditch. At its

October 5th meeting, the City Commission didn't approve an amendment to the contract with CMT for an investigation and flood control improvements for the Ocean Walk subdivision and asked the Public Works Director to prepare a Request for Qualifications, so that the Commission can consider an engineering firm to review the Ocean Walk drainage issues. The deadline for responses to the RFQ was November 23, 2020. The Public Works Director prepared an addendum, which was advertised before Thanksgiving. The deadline for the RFQ is December 8th. A committee of City employees reviewed the three proposals that were submitted and recommended the City be authorized to negotiate with the Masters Design Group of St. Augustine. The Commission approved the authorization at its January 4, 2021, meeting. A contract with Matthews may be on the March 1st agenda for the Commission to approve.

- b. Oceanside Drive. This street is located in the Overby-Gargan unrecorded subdivision, which is north of Versaggi Drive. The Public Works Department is having a survey on the area done, to determine the appropriate drainage solutions. The solutions will be done in connection with the redesign of the street.
 - c. St. Augustine Beach and Tennis Complex and Private Pond between Ocean Trace Road and the Sabor de Sal Subdivision. The private retention pond for the Beach and Tennis condo complex is too small and floods during periods of heavy rainfall. The flooding threatens the condo units that border the pond. The Sabor de Sal subdivision had a pond that is owned by the adjacent property owners. It also floods and threatens private property. The area needs a master plan that will involve the City, private property owners and the Florida Department of Transportation. The Public Works Director plans a town hall meeting the affected parties, to discuss a possible private/public partnership. A preliminary step will be the hiring of a consulting engineer to do an assessment and develop project alternatives.
 - d. A resident of 6th Street east of the Boulevard has complained about flooding on adjacent streets. The Public Works Director is investigating the causes.
15. **STORMWATER UTILITY FEE.** For a funding source to pay for improvements to the City's drainage system, the Public Works Director proposed a stormwater utility fee at the City Commission's October 5th meeting. The Commission decided not to levy the fee at this time. However, it likely will be discussed at a workshop or special meeting in April or May 2021.
16. **SOLID WASTE COLLECTION AND RECYCLING.** The City Commission in the spring of 2021 will hold a workshop meeting to discuss the City's solid waste operations. The current contract for a private company to pick up recyclables in the City expires in May 2022.
17. **REFURBISHING AND HIGHLIGHTING CITY'S CIVIL RIGHTS MONUMENT.** The monument is located on the south side of pier park and adjacent to the bocce courts. It commemorates the attempt by black citizens to integrate the "whites only beach" in front of the former city hall in the summer of 1964. The monument was erected by July 2002 and paid for by the Northrup Grumman Corporation. At its September 22, 2020, meeting, the City Commission asked the City Manager to work on a vision for the monument, to take pictures of it for the City's website and social media, to have a picture of it put in the city hall corridor, and to seek funding to repair the monument, which has a metal base that's

been corroded. Commissioner George said she ask The Art Studio for concepts and Mayor England said she would contact a local architect for concept ideas.

18. **SEEKING NEW POLICE CHIEF.** With the election of Chief Rob Hardwick to the position of County Sheriff, the Commission at its October 5, 2020, meeting, appointed Commander Dan Carswell of the Police Department to be Interim Police Chief for six months. In April, the Commission will consider whether to make permanent the appointment of Interim Chief Carswell or to begin the process of advertising for candidates in Florida.
19. **BEACH RESTORATION.** St. Johns County is the local sponsor of beach restoration in the City, as money from the bed tax is used to pay the County's share of the cost for each restoration project. According to the County's Coastal Manager, the next renourishment of the City's beach is scheduled to be done in 2023. In the meantime, the County is discussing whether a renourishment project may need to be done sooner because of severe erosion of the beach in the vicinity of the County fishing pier.
20. **QUARTERLY REPORTS ON PROGRESS OF PROJECTS.** At its September 22nd budget meeting, the City Commission asked the City Manager to provide at the end of each quarter in the Fiscal year a report on the progress of projects and expenditures for them. The Finance Director prepared a spread sheet, and the first quarter's report was provided to the Commission in January 2021. The report for the second quarter will be done in April.
21. **REPAIR OF POPE ROAD.** At the City Commission's February 1st meeting, a resident complained about the poor condition of Pope Road. As the street is owned by the County, the City Manager sent a request to the County Administrator, Hunter Conrad, that the road be put on a schedule for repair. In a February 5th email, Mr. Hunter replied that he had forwarded the City's request to the County's Interim Public Works Director, Mr. Greg Caldwell. The City Manager also requested that the County work with the Florida Department of Transportation on improvements to the intersection of State Road A1A and 16th Street, as 16th Street is owned by the County.
22. **NEW YEAR'S EVE FIREWORKS SHOW.** Because of the pandemic, the show for December 31, 2020, was cancelled. At its February 1st meeting, the Commission discussed whether to have it on December 31, 2021. The consensus was for the City staff to work on plans for a smaller, scaled down event. Ms. Conlon, the Events Coordinator, will provide an update report at the Commission's April 5th meeting.
23. **PROPOSAL TO DEED THREE LOTS FOR CONSERVATION.** The lots are located along the north side of the unbuilt part of 2nd Street, west of 2nd Avenue. The two owners want to deed the lots for conservation. In February, the Board of Putnam Land Conservancy informed the City Manager that it has agreed to the owners' proposal to establish a conservation easement on the lots. Any final agreement to do so will require review by the City Attorney and approval by the City Commission.