AGENDA

REGULAR CITY COMMISSION MEETING
MONDAY, MARCH 14, 2022, 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. TOPICS

1. Public Hearing to Discuss Court Directive Concerning Driveway from Versaggi Drive for Alvin's Island Business (Presenter: Lex Taylor, City Attorney)
2. Uses of American Rescue Plan Act Funds: Review of Proposed Survey Through SurveyMonkey (Presenter: Patricia Douylliez, Finance Director)

V. ADJOURNMENT

NOTICES TO THE PUBLIC

1. **COMPREHENSIVE PLANNING AND ZONING BOARD.** The Board will hold its monthly meeting on Tuesday, March 15, 2022, at 6:00 p.m. in the Commission meeting room. Topics on the agenda may include: a) conditional use permits for outdoor seating and for drive-thru window at Cone Heads Ice Cream, 570 A1A Beach Boulevard; b) concept review for proposed replat of eight

residential lots to four lots at 220 Madrid Street; c) request to build a residence in a commercial land use district at 16 5th Street; and d) discussion of revisions to City's flood regulations.

2. **CITY COMMISSION.** The Commission will hold a workshop meeting to discuss the former city hall on Wednesday, March 23, 2022, at 5:00 p.m. in the Commission meeting room. Ms. Christine Parrish Stone, Executive Director of the St. Johns Cultural Council, will present information about the historic designation for the building and possible grants for its renovation. The public is invited to provide the Commission and Ms. Parrish Stone with their suggestions for possible uses of the building.

NOTE:

The agenda material containing background information for this meeting is available on the City's website in pdf format or on a CD, for a $5 fee, upon request at the City Manager's office.

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.

MEMORANDUM

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

FROM: Max Royle, City Manager

DATE: March 9, 2022

SUBJECT: Public Hearing to Discuss Court Directive Concerning Driveway from Versaggi Drive for Alvin's Island Business

INTRODUCTION

This public hearing was on the agenda for your March 7th regular meeting. However, because Mr. Steve Edmonds, the owner of the Alvin's Island property, was not at the hearing, you continued it to March 14th at 6:00 p.m. Mr. Edmonds has been notified of the hearing and information from the City Attorney and Ms. Margaret O'Connell has been forwarded to him.

ATTACHMENTS

We provide here the information that was in the agenda books for your March 7th meeting as well as information subsequently received or requested.

a. Pages 1-2, information from the City Attorney about the lawsuit concerning the driveway and what the Court is requiring the City to do.

b. Pages 3-23, the Amended Petition filed by Ms. Margaret O'Connell, the plaintiff in the lawsuit.

c. Pages 24-47, the City's response to Ms. O'Connell's Amended petition.

d. Pages 48-67, the Order Granting the Amended Petition.

e. Pages 68-69, the Order on Motion for Injunctive Relief, which requires the City Commission to hold a new quasi-judicial hearing on the driveway issue.

f. Pages 70-76, information prepared for the City Commission's December 7, 2020, meeting. The City Attorney provided it on March 7, 2022, for your meeting that night. It is the request as amended by Mr. Edmonds at the Public Works Director's request to make the driveway and ingress and egress.

g. Pages 77-88, additional information that Ms. O'Connell provided at the December 7, 2020, meeting.

h. Pages 89-110, a copy of the material provided to the Commission for its January 5, 2015, meeting. That material concerns Mr. James Edmonds' request for approval of the driveways to Alvin's Island.

i. Page 111, a letter from Mr. and Mrs. Vallario, 37 Linda Mar Drive, in which they state their objections to the proposed driveway.

j. Pages 112-114, a report from the Police Department concerning violations and accidents on Versaggi Drive from February 2019 to the end of February 2022.

ACTION REQUESTED

It is that you hold the public hearing and make a decision concerning the driveway.

The process for the hearing can be:

- The City Attorney explains what the Court decided and has asked you to do.
- Ms. O'Connell or her attorney then explain the decision they are seeking from you.
- Mr. Steve Edmonds explains why the ingress/egress driveway to Alvin's is needed and the decision he would like you to make.
- Public comment is requested.

After public comment, the Commission then decides whether to allow the ingress/egress driveway to remain, or whether it is to be changed. The City Attorney can advise you as to what you need to base your decision on.

PLEASE NOTE: 1. At your March 7th meeting, one of you asked if traffic studies of Versaggi Drive had been done. The Public Works Director couldn't find any studies.

2. From State Road A1A, Versaggi Drive provides access to 81 single-family homes in the Linda Mar and Overby-Gargan subdivisions.

Charles T. Douglas, Jr.
Jeremiah Blocker
Christopher W. LoBianco
Lex Morton Taylor, III
Jason Odom
Jacob McCrea
Cindy Marvin
Morgan G. Peacock
Emily Williams

DOUGLAS LAW FIRM

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Memo on O'Connell appeal of City's Decision to allow a Curb Cut at Alvin's Island

Dated: February 25, 2022

From: Douglas Law Firm
To: Max Royle, City Manager for City of Saint Augustine Beach

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We are here today to have a new hearing on Alvin's Islands request for a curb cut and ingress and egress to their business from Versaggi Avenue.

Alvin's Island (3900 A1A South, Saint Augustine Beach, Florida) is a commercial retail store located at A1A and Versaggi Drive. Alvin's Island requested additional ingresses and egresses from their commercial property in 2015.

On March 2, 2015, the City Commission voted to deny driveway connections from Alvin's Island to Versaggi Drive. The owners of Alvin's Island appealed the decision, and the court remanded the issue back to the City Commission. On March 1, 2016, the City Commission denied the request on remand.

The owners of Alvin's Island filed a lawsuit against the City, *Edmonds Family Partnership, LLLP v. City of Saint Augustine Beach, Florida*, Case#3:16CV-385-J-34PDB. In February 2017 the City and Alvin's Island came to a mediated settlement agreement and the City unanimously approved that agreement on April 3, 2017. Relevant to today's rehearing was the following provision, Section 3(b) of the Settlement Agreement.

> *Two and one-half years after the Effective Date, but not sooner, Plaintiffs may submit an application for a curb cut request on the north side of Versaggi Drive on the east side of State Road A-1-A on the real property owned by the Plaintiff (the "North Side Curb Cut"), which shall be considered on its own merit.*

A little after the two and one-half years, Alvin's Island did apply for the curb cut. The City reviewed the original application and recommended that the curb cut be both ingress and egress. On December 7, 2020, the City held a public hearing on Alvin's Island's request for a curb cut and driveway from their commercial property onto Versaggi Drive. The City approved that ingress and egress onto Versaggi Drive.

Margaret A. O'Connell has a homeowner who owns property that uses Versaggi Drive as their only access to A1A filed an appeal of this decision by the City. While there were significant delays in providing notice to the City, the Court has determined that their appeal was timely. See attached Amended Petition for Writ of Certiorari. Because of the delay in notice to the City, the permit was issued for the Construction of the curb cut for Alvin's Island's ingress and egress. The City filed its response. See attached Response to Amended Petition. The Court came out with an initial order on August 26, 2021. See Order Granting Amended Petition. The Court then clarified its order on January 11, 2022. See Order on Injunctive Relief.

We are required by the Order on Injunctive Relief to provide a rehearing on the application with these three instructions.

1. "It be clear that the City Commission is not bound by the settlement agreement in Edmonds Family Partnership, LLLP v. City of Saint Augustine Beach, Florida, Case: #3:16-CV-385-J-034PDB."

2. "The hearing may take place no later than the March regular meeting of the City of Saint Augustine Beach, Florida.

3. "The Court is not mandating the facts or law that the City is to consider in its review of the application, only that the City comply with its own rules and applicable Code, as well as other legal requirements pertaining to and governing its review and consideration of the application."

We have scheduled this rehearing for your March meeting. We will run it like a normal quasi-judicial hearing. Alvin's will be a party. We will treat Ms. O'Connell as a party as well.

Yours truly,

/S/ Lex Morton Taylor III
Lex M. Taylor, III
Florida Bar Number: 0123365

LMT

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN AND FOR ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA21-0152
DIVISION: 55

MARGARET A. O'CONNELL,

Petitioner,

v.

CITY OF ST. AUGUSTINE BEACH, FLORIDA, a Florida municipal corporation,

Respondent.

_____/

AMENDED PETITION FOR WRIT OF CERTIORARI PURSUANT TO R. 9.100, FLA.R.APP.P.

Petitioner, MARGARET A. O'CONNELL, files this Amended Petition for Writ of Certiorari, and in support thereof states:

Jurisdiction

On January 6, 2020, Petitioner filed its initial Petition for Writ of Certiorari Pursuant to R. 9.100, Fla.R.App.P. As noted in that original Petition, the Petitioner needed time to compile the record relevant to the decision that served as the basis of the Petition. The record is now transcribed and included in the Appendix filed

contemporaneously with this Amended Petition. This is a petition for writ of common law certiorari pursuant to Rule 9.100(g)(3), Fla.R.App.P., seeking review and to quash a decision to approve a driveway connection by the City of St. Augustine Beach, Florida ("Respondent" or "City") rendered on December 7, 2020. (A.2, pp. 62-63)[1]. As stated herein, the City's decision was not supported by competent substantial evidence and violated due process because (i) the City Commission was operating under the mistaken belief that they were precluded from denying the request by a prior Settlement Agreement (A.3); and (ii) the application was modified and expanded by the City Commission, without notice, to include egress in contradiction to the application filed and in contradiction to the Settlement Agreement (A.3).

This Court has jurisdiction over this petition pursuant to Rules 9.030(c)(3) ("Circuit Courts may issue writs of... common law certiorari") and Rule 9.100, Fla.R.App.P., as well as Rule 1.630, Fla.R.Civ.P.

Petitioner has retained undersigned counsel to represent its interests in this matter and is obligated to pay a reasonable fee for undersigned counsel's services in representing Petitioner in this matter.

[1] A , followed by a number, denotes the Appendix, followed by the Exhibit Number in the Appendix, which is being filed contemporaneously with this Amended Petition.

Standing

Petitioner is the record title owner of, and has established her residence at, 10 Versaggi Dive, St. Augustine, Florida (Parcel ID Number 174515-0040). Versaggi Drive is a residential street and serves as Petitioner's only means of ingress and egress from her residence onto A-1-A. Petitioner utilizes Versaggi Drive for purposes of walking, biking, driving and all manner of use/travel/recreation permitted and allowed on such residential street fronting her residence. Petitioner stands to suffer material injury by the City Commission's approval of this application request for a curb cut and driveway due to the increased traffic, confusing and convoluted traffic patterns, and other direct and consequential impacts that will result from ingress-egress from another commercial property onto Versaggi Drive.

Petitioner is directly impacted by the vote of the City Commission to approve a request by applicant, Edmonds Family Partnership, LLP ("Applicant"), the owner of 3848 A1A South, St. Augustine, Florida 32080 ("Subject Property") for a curb cut for ingress on to Versaggi Drive, which was modified at the Public Hearing held on December 7, 2020 by the Public Works Director to include egress (the "Application"). (A.2, pp. 62-63).

Nature of Relief Sought

Petitioner seeks the issuance of a Writ of Certiorari declaring the perfunctory approval of the Application invalid and remanding to the City for further consideration. Petitioner respectfully requests the entry of an Order of remand that requires the City Commission to review traffic/pedestrian studies, engineering, engage in its formal application process and conduct a thorough and proper review, so that the request of the Applicant is considered on its own merit, supported by competent substantial evidence and with due consideration for the safety of the public. Petitioner further requests an award of attorney's fees and costs pursuant to Rule 9.400, Fla.R.App.P., and that the Court retain jurisdiction to enter such other orders as are necessary to enforce the findings and ruling of this Court.

Procedural Posture

On December 7, 2020, a public hearing on the Applicant's request for a curb cut and driveway from the Subject Property on to Versaggi Drive was convened (the "Public Hearing"). (A.2). Upon recommendation of the City's Public Works Director, Bill Treddik, the request was amended and expanded by the City to allow not only for ingress from Versaggi into the commercial parking lot, but egress on to

Versaggi Drive. (A.2, pp. 62-63). The City Commission approved the application, as amended, in a 4-1 vote. This action/appeal was timely filed.

Statement of Facts

Applicant's Parcels

For Petitioner and her neighbors, Versaggi Drive serves as their only means of ingress and egress to A-1-A and out of the Linda Mar Subdivision. Versaggi Drive is a residential street. Versaggi Drive runs east-west and commences at its western end with the intersection of A-1-A and for ends on its eastern end at the public beach. The Linda Mar Subdivision is not a gated community, and there is no traffic light at the intersection of Versaggi Drive and A-1-A.

The Applicant owns the properties on either side (north and south) of the west end of Versaggi Drive, where Versaggi Drive intersects with A-1-A. On Applicant's property to the north of Versaggi Drive (bearing address 3848 A1A South) is a business known as "Alvin's Island" (the "Subject Property"). Alvin's Island is a commercial retail store which predominantly caters to tourists with the sale of towels, bathing suits, beach toys/games, and other assorted items. Alvin's Island currently has a curb cut and driveway for ingress and egress that is directly on A-1-A, and a second curb cut and driveway that empties out of the commercial parking

lot to provide egress onto A-1-A Beach Blvd[2]. On Applicant's commercial property to the south of Versaggi Drive (bearing address 3900 A1A South)("Applicant's Southern Property") is a Verizon store, a strip mall, and other new commercial buildings/businesses that are currently under construction. There is currently a curb cut and driveway on Versaggi Drive that is restricted into Applicant's Southern Property for ingress-only, however, the public has utilized that ingress-only driveway as a means of egress as well, and the signage erected has not discouraged this unauthorized use. (A.2, pp. 20, 22; A.4).

Relevant History and the Settlement Agreement

On March 2, 2015, the City Commission voted to deny driveway connections from Versaggi Drive to the Subject Property and for a curb cut on to Applicant's Southern Property. (A.1). The Applicant appealed the decision to this Court, and this Court remanded the issue back to the City Commission. (A.1). On March 1, 2016, the City Commission denied the request on remand. (A.1).

The Applicant filed suit against the City in the Middle District of Florida, *Edmonds Family Partnership, LLLP v. City of St. Augustine Beach, Florida,* Case # 3:16-cv-385-J-34PDB (the "Federal Litigation"). (A.1). In February 2017 a mediated settlement agreement was reached between the parties, and that agreement was unanimously approved by the City Commission on April 3, 2017 (the

[2] This curb cut is intended to be egress-only, however, some patrons of Alvin's Island use it as ingress as well.

"Settlement Agreement"). (A.1; A.3). Petitioner was not a party to the Settlement Agreement, and integral members of the City staff were similarly not privy to the mediation or resulting Settlement Agreement. (A.2, p.4, l.13-16; p.15, l.9-25, l.1-9; p. 33, l.15-24). The Settlement Agreement permitted Applicant to construct an ingress-only curb-cut/driveway from Versaggi Drive into the Applicant's Southern Property (the Verizon and neighboring businesses), but as for the request for a curb cut from Versaggi Drive into the Subject Property, it was expressly stated in Section 3(b) of that Settlement Agreement:

> *Two and one-half years after the Effective Date, but not sooner, Plaintiffs* ***may submit an application*** *for a curb cut request on the north side of Versaggi Drive on the east side of State Road A-1-A on the real property owned by the Plaintiff (the "North Side Curb Cut"),* ***which shall be considered on its own merit.***

(emphasis supplied)(A.3). The Settlement Agreement goes on to specify what should be contained in Applicant's future *request* for a curb cut, including that such curb cut must be designed for ingress-only. (A.3).

At the Public Hearing, however, the City Commission was instructed that they had no discretion to deny the Application and that the Settlement Agreement "entitled" Applicant to a curb cut from Versaggi Drive into the Subject Property if it conformed to relevant Code[3]. (A.1; A.2, p. 26, l.9-11; p. 31, l.7-8; pp.33-38). Both

[3] Even the relevant Code was called into question at the Public Hearing, as City staff stated they were not aware of what the Code provided back when the Subject Property was developed for commercial purposes (A.2, p.32, l.3-20);

the Director of Public Works (Bill Treddik) for the City, and City Attorney (Bill Taylor, Esq.) errantly instructed the City Commission on the import of the Settlement Agreement:

> *MR. TREDDICK: So the bottom line, the summary is that with the terms of the settlement agreement they [the Applicant] absolutely have the right to have an ingress.*

(A.2, p.12, l. 7-9).

> *MR. TREDDICK: The ingress, and I can defer to the attorney, my legal understanding is that they [the Applicant] are allowed to have it because that was the settlement agreement.*

(A.2, p.26, l. 9-11).

> *MR. TREDDICK: But again, my legal understanding is they have a right for the ingress.*

(A.2, p.31, l. 7-8).

> *MR. TAYLOR: Yes, Bill and I talked about it at length. Neither of us were a party to the actual settlement. I will definitely stipulate that that is not the best well-written settlement statement I've ever seen, I wouldn't have written that, there's conflicting language in it. Some of the language says that the City has the right to review it, but you wouldn't even talk about it at all but for the fact that some portion of it is guaranteed, and so at the very least, you'd be looking at a very high-level of scrutiny if this were to be re-litigated.*

(A.2, pp. 33-34).

> *MR. TAYLOR: So if it's – if it complies with our code, I read that to say that we are supposed to grant it to them [the Applicant].*

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and as noted in this Amended Petition, some of the Commissioners were similarly confused and mis-stated material provisions of recent Code.

(A.2, p.36, l.17-19). This interpretation of the Settlement Agreement was adopted by the City Commission, and caused the Commission to not review the request on its own merit. The City Attorney noted that the Settlement Agreement was not well-written, contained conflicting language, yet still instructed the City Commission they were bound by the Settlement Agreement and could not deny the Application.

The Commission's Failure to Consider the Applicable Code

At the Public Hearing, not only was the City Commission instructed that the Settlement Agreement curtailed their review of the Application, but they were similarly misguided by the lack of a clear position on the applicable Code. When asked about applicable Code, the City Building Official quoted the current Code to state that the Applicant was not "entitled" to two points of access but rather *may* have them. As stated by the City Building Official (Brian Law) at the Public Hearing:

> *MR. LAW: I would – yes, ma'am, I would say that the current code, Chapter 6, allows for it. It says – the key word though if you read the code language is may. If you like, I can reread that if it would help, but it says ---*
>
> *Section 6.02.06, access. All proposed developments shall meet the following standards for vehicular access and circulation: Alpha. Number of access points, all projects shall have access to a public right-of-way.*
> *Alpha 2. Notwithstanding the provisions of paragraph one above, a nonresidential development, or a multifamily residential development on a corner lot may be allowed two points of access; however, no more than one access shall be onto an arterial. But there's also a section,*

> *alternative designs, where it talks about the City using its best judgment when impracticality occurs.*

(A.2, p.46, l.17-21; p. 47, l.15-25, p. 48, l. 1-2). As stated in these provisions of the Code, not only are two points of access not mandated as a matter of right, but the City Building Official made it a point to direct the Commission's attention to the fact that the in the case of "impracticality" the City is to use its "best judgment." Despite Mr. Law's recitation of the new Code, which he noted was applicable to "new construction", at least one Commissioner incorrectly recounted Mr. Law's testimony:

> COMMISSIONER GEORGE: You know, we've had expert testimony – you know, our experts telling us here that there's an entitlement to the two points of entry,…

(A.2, p. 56, l. 23-25). This statement by Commissioner George evidences the fact that the City Commission was not clear on the import of the Code to this Application. Furthermore, when asked if this Code provision applied only to "new construction" and whether the old Code that was in place at the time the Subject Property was developed should apply, the City staff offered a cryptic response:

> *VICE MAYOR KOSTKA: And, Mr. Law do you know what the code was when the original construction was because – in follow-up question to that would be, does the new code apply if the old code was different?*
>
> *MR. LAW: I don't have the code. I believe Alvin's Island in its creation was in the late '90s, early 2000s?*
>
> *VICE MAYOR KOSTKA: Yes.*

> *MR. LAW: If it was late '90s, I was still in the military somewhere. In early 2000s, I wasn't back in government at the time. The ordinance – or the code doesn't – it only references when we did the sweeping change in 2018, so I couldn't begin to tell you what the code was at that time.*
>
> *VICE MAYOR KOSTKA: So the code that you just read to us is for new construction?*
>
> *MR. LAW: Yes, ma'am, it's all for proposed development.*

(A.2, p32, l.3-21). This exchange was thereafter followed-up by the City Attorney's altered-position that the Code was, in fact, not determinative and that the Settlement Agreement was:

> *VICE MAYOR KOSTKA: Right. So I definitely understand that, but I don't think that we should succumb ourselves to the threat of a lawsuit when we don't even know what the code was. Now, the code that Mr. Law just read applies to new construction, so I think it would be helpful to know what the code was when that building was constructed to see where we stand; does that make sense? I mean –*
>
> *MR. TAYLOR: I don't believe that's going to be – the issue is not going to be on what the current code is or what the code was then, the issue is what was agreed upon two and a half years ago.*

(A.2, p. 37, l.3-16). This represents a departure from the previous opinion of the City Attorney where he instructed the City Commission that they were confined to determine whether the Application met the Code and if it did, to grant the Application. (A.2, p.36, l.17-19). At this point we see the City Attorney instead stating that the Code is not determinative and is frankly, irrelevant. Nonetheless, and without clear direction, the City Commission proceeded to vote without

knowing what the applicable Code was, acting on the premise that the Settlement Agreement precluded the City from exercising its discretion.

In this case, the only "expert testimony" provided to the Commission was that of the Building Official, the Public Works Director, and the City Attorney. As previously stated, it was this testimony alone that led and restricted the Commissioner's decision. Some of the Commissioner's expressed concerns over traffic, public safety, and the lack of following application protocols, but all such concerns were brushed aside based upon the errant belief that the Commission had no discretion. One Commissioner inquired:

> *VICE MAYOR KOSTKA: Do you know if there's been any traffic studies or a collection of reports of the accidents that have occurred at that intersection?*
>
> *MR. TREDDICK: I do not have that information.*

(A.2, p. 33, l.6-9). Another Commissioner observed:

> *COMMISSIONER SAMORA: The settlement agreement says there will be an application for it, and here we are, there's an application, I'm just wondering if the application has gone through the proper process. Does it still need to go through planning and zoning? Maybe we're kind of cutting ahead and trying to shorten the process by getting it to us first, but I just found it unusual that we're addressing it before planning and zoning.*

(A.2, p. 50, l.20-25, 1-2). And yet another Commissioner, the only dissenting vote, rightly observed that the Settlement Agreement did not mandate an approval of the Application:

> *VICE MAYOR KOSTKA: Sure, it says that they may request, it doesn't say we have to grant it.*

(A.2, p. 37, l.17-18). Petitioner would suggest that Vice Mayor Kostka's interpretation was absolutely correct, and Commissioner Samora was similarly correct to question the process, however, four of the Commissioners were ultimately persuaded by the "expert testimony" of their staff that they had no choice but to approve the Application (A.2, p. 59, l.19).

The City Commission excused the fact that there were no traffic or pedestrian studies, that there was no data on accidents at the intersection, and completely disregarded all opposition and evidence offered from the 54+ residents of the Linda Mar subdivision. (A.2, p.33, l.6-9; A.4). Instead, the Commission voted on a motion that they were instructed they could not oppose and rendered a 4-1 approval of the Application at the December 7, 2020 Public Meeting. (A.2; A.4).

The Motion itself represented a violation of due process as it did not conform to the Applicant's request and was modified by City staff to include egress onto Versaggi which was expressly prohibited in the Settlement Agreement.

Standard of Review

"First tier" certiorari review of a quasi-judicial decision requires the Circuit Court to determine:

> (1) Whether procedural due process is afforded, (2) whether the essential requirements of law were observed, and (3) whether the administrative findings and judgment are supported by competent substantial evidence.

City of Deerfield Beach v. Vaillant, 419 So.2d 624, 626 (Fla. 1982). The Court shall quash a quasi-judicial decision that fails to meet this standard. *Tamiami Trail Tours v. Railroad Commission*, 174 So.2d 451, 454 (Fla. 1937).

Certiorari is appropriate where the local agency held a quasi-judicial hearing on the application. *See, e.g.,* R. Lincoln and S. Ansbacher, *What's a Local Government Got to do to Get Reviewed Around Here?*, FLA.B.J. 50 (May 2003), and various decisions cited therein. In this case, the Public Hearing was a quasi-judicial hearing in which procedural due process was not observed and a decision rendered without competent substantial evidence.

Argument

The intersection of Versaggi Drive and A-1-A is currently a traffic and safety concern, both for vehicular traffic and pedestrian/bicycle traffic. (A.1; A.2, p.5, l.4-9; 6, l.3-9; p.11, l.18-22). This fact and these concerns were corroborated by Respondent and its staff on numerous occasions throughout the Public Hearing. (*see generally,* A.2) With new construction and the subsequent addition of more businesses onto Applicant's Southern Property the traffic, confusion, and resulting danger will only continue to escalate. To grant Applicant's request for an additional

curb cut and driveway to and from the Subject Property, directly opposite of the driveway to Applicant's Southern Property, will exacerbate an already dangerous intersection for both vehicular and pedestrian traffic. Based upon the request that was granted, a 5 or 6-way traffic flow pattern at the west end of Versaggi Drive will be allowed to exist, without so much as the benefit of a vehicular or pedestrian traffic study. (A.1; A.2). But as stated at the Public Hearing, the Commissioners did not feel that legally, they had a choice. (A.2, p.57, l.15-16).

At the Public Hearing on December 7, 2020, there was a public outcry voicing various concerns over the Application including, but not limited to: (1) accidents that have occurred at the intersection of Versaggi Drive (A.2, p. 13, l.19-25); (2) that Versaggi is a residential street that the Applicant is trying to use for commercial purposes (A.2, p.14, l.15-23); (3) that no traffic study was obtained or accident data supplied (A.2, p. 19, l.13-20; p. 33, l.6-9); (4) that the turn-in to Versaggi Drive off of A-1-A currently causes a backup of traffic on A-1-A (A.2, p.23, l.1-5); (5) that there are many new young families on Versaggi Drive with increases in children and pedestrians (A.2, p.23, l.20-25); and (6) that the Versaggi neighbors recollection of the Settlement Agreement was that it only allowed Applicant to *ask* for another driveway onto the Subject Property, it didn't guarantee any such right. (A.2, p.15, l.9-25). The Petitioner presented a petition signed by 54 of the neighbors, which was included in the record of the Public Hearing. (A.4). To grant Applicant's

request without so much as reviewing a traffic study or consideration of the public's concerns constitutes a violation of due process, as the Petitioner (and her neighbors as well as the public at large) are entitled to demand that a decision of the City be based on a correct application of the law and competent substantial evidence. To render a decision without competent substantial evidence under these circumstances constitutes a violation of the fundamental public purpose of preserving the health, safety, and welfare of the public.

The Applicant bears the initial burden of presenting competent substantial evidence to support its application, and in this case the Applicant failed to present such evidence. *Irvine v. Duval County Planning Commission*, 495 So.2d 167, 167 (Fla. 1986). Rather than basing their decision on competent evidence, the City Commission instead relied on: (1) City staff interpretation of the Settlement Agreement, (2) the fear/threat of future litigation, and (3) statements and recommendations of Public Works Director given without support (e.g. accident data or traffic studies).

A plain review of the Settlement Agreement reveals that it does not *entitle* the Applicant to a curb cut but allows for a request "which shall be considered on its own merit." (A.3). In this case, the City did not consider the Applicant's request on its own merit, but rather with the assumption that they had no choice but to approve it. (A.1; A.2). The request should have been considered on its own merit, and the

City was obligated to evaluate it based upon City Code in addition to competent substantial evidence. If properly considered under applicable City Code and Land Development Regulations, Applicant's curb cut request should have been denied on its own merit.

While A-1-A South would be considered an "Arterial Road" and the Applicant's Properties on either side of Versaggi Drive are zoned commercial, Versaggi Drive must be considered a "Residential Street" under applicable Land Development Regulation § 6.02.02(B). (A.5) According to its classification as a Residential Street, Versaggi Drive should be "primarily suited to provide direct access to residential development (Linda Mar subdivision), but may give access to limited nonresidential uses, provided average daily traffic (ADT) volume generated by the nonresidential use does not exceed applicable standards for the affected streets." §6.02.02(B). In this case, the introduction of commercial curb cuts and driveways necessarily invite additional commercial traffic. But this is mere conjecture, as the City refused to obtain any traffic studies or otherwise scrutinize the impact of Applicant's request on Versaggi drive. By failing to at least determine/evaluate how the proposed curb cut would impact daily traffic on the residential street that is Versaggi Drive, the City failed to evaluate the request for its conformance to applicable Code.

Additional relevant City Code sections provide, in pertinent part, that:

> *Access to nonresidential uses shall not be through an area designated, approved, or developed for residential use.*

Sec. 6.02.06(D)(1). (A.6). The Applicant has previously relied on this Code section in support of its requests for a curb cut on to Versaggi Drive, presumably under the assumption that because Applicant's properties bisected by Versaggi Drive were zoned commercial, that section of Versaggi Drive should not be considered "residential." To the contrary, in review of § 6.02.06(D)(1) with §6.02.02(B), the entire length of Versaggi Drive should be classified as residential and limited/designed to carry no more traffic than is generated by the street itself. §6.02.02(B). The fact that the top (or west end) of Versaggi Drive is flanked on both sides by nonresidential properties should not change the character or classification of Versaggi Drive as a "Residential Street." Section 6.02.02(B) further provides "[e]ach residential street shall be classified and designed for its entire length to meet the minimum standards... a residential street is a frontage street which provides direct access to abutting properties and is designed to carry no more traffic than is generated by the street itself." Based upon applicable Code, if the Application had been reviewed on its own merit and by application of pertinent Code and Land Development Regulations, there is merit to the argument that the request should have been denied.

At the public hearing on December 7, 2020, the City Commission was warned that they did not want to lose further litigation and were cautioned that if the

application was not approved and litigation initiated by the Applicant, they would lose. (A.2, p.34, l.21-24;). While the Applicant did not threaten the City Commission, it is clear that this fear of further litigation led the City Commission to dispense with further review or insistence on proper traffic studies or other competent substantial evidence. (A.2). Again, this fear was clearly predicated on the City's errant belief that the Settlement Agreement precluded appropriate review and necessitated "rubber stamp" approval. (A.2).

The Public Works Director of the City, Mr. Tredik, gave the staff report to the Commission in which he recommended approval of the request, with certain modifications that he had "sketched up" that day. (A.2, p.29, l.9-10; pp.29-30). The modifications actually expanded the rights requested by the Applicant, modifying the request to give the Applicant both *and egress*. (A.2). In Mr. Tredik's opinion, despite the fact that the Settlement Agreement did not "entitle" the Applicant to egress in addition to ingress, the City Public Works Director believed this modification was "much safer." (A.2, p.39, 1-13). On information and belief, while Mr. Tredik is a Florida licensed Professional Engineer, his opinion was proffered without the benefit of competent substantial evidence such as a traffic study or any data on the potential impact of the requested curb cut and driveway on Versaggi Drive (A.2, p. 33, l.6-9). Moreover, his modifications to the request exceeded that which was dictated and agreed upon in the Settlement Agreement. (A.3, Sect. 3(b)).

This modification on the day of the Public Hearing constitutes a departure from due process, as at no time before the Hearing was there a request or consideration that the Alvin's Island curb cut would serve as both a means of ingress *and* egress.

The actions of the City, their violations of due process and the lack of competent substantial evidence to support their decision, require that approval of the application be voided and remanded to the City with instruction to conduct proper studies and gather competent substantial evidence. Moreover, after the gathering and consideration of such evidence, the application must be reviewed on its own merit, must conform to applicable Code, and the City must render its decision using its best judgment with due consideration of public health and safety.

Prayer for Relief

Wherefore, Petitioner requests this Court (i) quash the City Commission's approval; (ii) remand for further proceedings supported by competent substantial evidence; (iii) award Petitioner reasonable attorney's fees and costs incurred in this proceeding pursuant to Rule 9.400, Fla.R.App.P.; and such other relief as this Court deems just and proper.

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Certificate of Compliance with Font Requirements

I certify that the font used in this petition is Times New Roman 14-point font, in compliance with Rule 9.210, Florida Rules of Appellate Procedure.

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Filing # 123130981 E-Filed 03/15/2021 05:48:22 PM

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN AND FOR ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA21-0152
DIVISION: 55

MARGARET A. O'CONNELL,

Petitioner,

v.

CITY OF ST. AUGUSTINE BEACH, FLORIDA, a Florida municipal corporation,

Respondent.

RESPONSE TO PLAINTIFF'S AMENDED PETITION FOR WRIT OF CERTIORARI

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Tiedeman v. Miami, 529 So. 2d 1266 (Fla. App. 1988)

Respondent, CITY OF ST. AUGUSTINE BEACH, FLORIDA, files this Response to Plaintiff's Amended Petition for Writ of Certiorari, and in support thereof states:

Jurisdiction

Respondents contend that review by this Court is inappropriate as the City's decision is not a quasi-judicial action but rather a settlement contract amendment, precluding jurisdiction. Quasi-judicial has been broadly defined as follows:

> A term applied to the action, discretion, etc., of public administrative officers, who are required to investigate facts, or ascertain the existence of facts, and draw conclusions from them, as a basis for their official action, and to exercise discretion of a judicial nature. Black's Law Dictionary (Fourth Edition, p. 1411).

The action taken by the City Commission was a contract revision under the basic principles of contract law. The Settlement Agreement entered between the parties was a contract, and the City decided to revise that settlement contract after advisement from the City's Public Works department provided a safer alternative to that outlined in the Settlement Agreement. It was not quasi-judicial in nature. Although the decision was made by a quasi-judicial body, not every decision made by the City is a quasi-judicial action subject to judicial appeal.

If the Court believes this to be a quasi-judicial action, we respond to the Petition pursuant to Rules 9.030(c)(3) and Rule 9.100, Fla.R.App.P., as well as

Rule 1.630, Fla.R.Civ.P. Nevertheless, as more fully discussed *infra*, Petitioners have failed to establish a basis upon which a writ of certiorari would be appropriate.

Respondent has retained the undersigned counsel to represent its interests in this matter and is obligated to pay a reasonable fee for undersigned counsel's services in representing the Respondent in this matter.

Standing

Petitioner lacks standing because she must show special damages peculiar to herself and differing in kind from damages suffered by the community as a whole. City of Fort Meyers v. Splitt, 988 So. 2d (Fla. 2d DCA 2008); Battaglia Fruit Co. v. City of Maitland, 530 So. 2d 940 (Fla. 5th DCA 1988). Petitioner has not established a special interest beyond that of any other neighbor on Versaggi Drive and the surrounding area. Splitt at 32. When determining standing, courts "should not only consider the proximity of the property, but the scale of the challenged project in relation to Petitioner's property." Rinker Materials Corp. v. Metropolitan Dade County, 528 So. 2d 904, 906-907 (Fla. 3d DCA, 1987.) This project is merely a driveway in and out of a parking lot, not even on the same street as the Petitioner. It is not of such a scale that gives Petitioner a special interest. She will

continue to have full use and enjoyment of her property. There is nothing in the record to show special damages by the Petitioner.

Further, even if this is a quasi-judicial proceeding, the Petitioner is a participant and not a party; therefore, Petitioner does not have the same rights as a party. Carillon Community Res. v. Seminole County, 45 So. 3d 7, 10 (Fla. 5th DCA). Petitioner is only afforded the requisite due process of a participant and does not have a direct interest that will be affected by the City Commission's official action; Therefore, Petitioner is only entitled to notice and an opportunity to be heard, both of which she received. Carillon, 45 So. 3d at 11.

Petitioner is not a party to an action by the City in this case. The City was not obligated to specifically notice Petitioner, nor was Petitioner a party to the Settlement Agreement which this matter resolves around. As such Petitioner's petition for Writ of Certiorari should be denied.

Procedural History of the Case

According to the record, on March 1, 2016, the City Commission voted to deny driveway connections from Versaggi Drive to 3848 A1A South, or Alvin's Island. (App. A1, p. 1) On March 31, 2016, the owner of the properties both north and south of Versaggi, the Edmonds Family Partnership ("Owners"), appealed that decision to the Circuit Court in *Edmonds Family Partnership, LLLP v. City of St.*

Augustine Beach, Florida, Case # 3:16-cv-385-J-34PDB. (App. A1, p. 1) In February of 2017, mediation between the City and Owners, resulted in a Settlement Agreement. (App. A1, p. 1) The Settlement Agreement was approved unanimously by the City Commission on April 3, 2017. The Settlement Agreement allowed the Owners the right to build a driveway on the south side of their property, Alvin's Island, after two and a half years. (App. A3, p. 2)

After the expiration of the two and a half years, Owners filed an application for a permit to build the southern ingress driveway in January 2020. The City's Public Works staff reviewed the application and forwarded a series of safety concerns to the Owner's engineer and in June of 2020 a revised plan was submitted to the City. The City's Public Works Director requested additional changes to improve pedestrian safety and a third version of the plan was submitted to the City in September of 2020.

On November 5, 2020, the City Commission presented the application for a driveway connection at a public meeting at the City Building. The City mailed notice letters to all property owners that would normally use Versaggi Drive for ingress and egress; the City received two emails on the subject and only three residents attended the neighborhood meeting (App. A2, p. 10). The City at its regular meeting, authorized the Alvin's Island driveway connection on December 7, 2020. (A.2, p. 62-63).

This untimely filed action arises out of that permit approval. To be a timely filed appeal, the appeal must be filed within thirty (30) days of the decision, with a complete record and all filing fees. *Roadrunner Construction, Inc. v. Department of Financial Services Division of Workers Comp,* 33 So. 3d 78 (2010).

From the record, it is apparent that, while Petitioners did file something within thirty (30) days; they did not file a complete petition. The entire appeal was due on January 6, 2021. Petitioner filed an updated record on February 9, 2021, and fees were not paid until February 4, 2021.

Further, service was not timely. Without explanation, the City was not served notice until February 11, 2021. A courtesy copy was sent to the City Attorney via email on February 11, 2021, but this is the first and only documents thus far sent to the City Attorney. For the foregoing reasons, the Petition should be denied for failure to comply with procedure as required by Rule 9.100, Fla.R.App.P.

Facts Upon Which Respondents Rely

According to a Settlement Agreement entered between the Edmonds Family Partnership ("Owners") and the City Commission, the Owners were permitted, after two and one-half years after the Settlement Agreement, to submit to build a driveway on the north side of Versaggi Drive ("North Side Curb Cut"). (App. A2, p.4) While the Settlement Agreement states that the application will be reviewed on its own

merit, it goes on to say that the North Side Curb Cut "*shall* be constructed in accordance with Plaintiffs' most recent application..." (App. A3, p. 2) It further states that the Commission is not required to grant the North Side Curb Cut request only *if* it does not comply with conditions stated in the Settlement Agreement. (App. A3, p. 2)

In January 2020, the Owner's engineers submitted a plan for the ingress in compliance with the Settlement Agreement. (App. A2, p. 4). The City went through its normal review process to the Owner's application. The City's Public Works Director is an engineer and the Owner's engineers went through at least two revisions. For safety reasons, the site plan was revised from a swooping ingress to a traditional 90-degree driveway as both an ingress and egress driveway. (A2, p. 6). This plan reduced driver confusion and eliminates a disregard for traffic patterns. (A2, p. 6) According to the City's Public Works Director, this is a much safer design because it requires "vehicles to slow down to make that turn...It's also further from A1A, so it gives a little more time to decelerate as you're coming off A1A to make that turn. The sidewalk was shifted also closer to Versaggi so there's better visibility of pedestrians." (A2, p. 7) Without this driveway, those leaving Alvin's Island must cross two lanes to get to the left turn lane if they are attempting to make a U-turn to head South. (A2, p. 9) So, while it slightly increases traffic going west on Versaggi,

it drastically improves the safety of those leaving Alvin's Island to get on A1A. (A2, p. 9)

After revising the cite plan, the City scheduled a neighborhood meeting. It sent out letters to every household that lives in the area. (A2, p. 10) Three property owners attended the meeting. (Id.) After this meeting, the City began getting signatures of people who were opposed to the new ingress and egress. (A2, p. 11)

Standard of Review

The standard of review in a quasi-judicial case looks at three essential issues: 1) whether procedural due process was afforded; 2) whether the decision departs from the essential requirements of the law; and 3) whether the decision is supported by competent, substantial evidence. Miami Dade County v. Reyes.

Due Process

In examining procedural due process in quasi-judicial actions, it is less strict than in a traditional judicial context. Members of the public, or "participants" are afforded less due process in quasi-judicial actions. Thus, "[a] participant in a quasi-judicial proceeding is clearly entitled to some measure of due process. The issue of what process is due depends on the function of the proceeding as well as the nature of the interests affected." Water Servs. Corp. v. Robinson, 856 So.2d 1035, 1039

(Fla. 5th DCA 2003). Thus, all that is required is fair notice and a meaningful opportunity to be heard. Miami Dade Count v. Reyes.

Essential Requirements of the Law

In acting in its quasi-judicial capacity, a local government must follow the essential requirements of the law. To allege that the City departed from the essential requirements of the law must involve more than error or simply disagreeing with its decision. Combs v. State, 436 So. 2d 93 (Fla. 1983); Ivey v. Allstate Insurance Co., 774 So. 2d 679 (Fla. 2000)

A departure from the essential requirements of the law must include "an inherent illegality or irregularity, an abuse of judicial power, or an act of judicial tyranny." Haines City Community Dev. V. Heggs, 658 So. 2d 523 (1995) It is not a departure if the correct law was applied incorrectly. Stilson v. Allstate Ins. Co., 692 So. 2d 979 (Fla. Dist. Ct. App. 1997). Petitioner has not plead this type of abuse. Thus, petitioners have failed to show that the City committed serious and egregious errors. A court will need more than simple mistake or misinterpretation to remand a quasi-judicial decision.

Competent Substantial Evidence

Competent substantial evidence is that evidence that has a substantial basis in fact from which the fact at issue can be reasonably inferred. School Board of Hillsborough County v. Tampa School Development Corp., 113 So. 3d 919 (Fla.

Dist. Ct. App. 2013). The reviewing circuit court is to determine if there is evidence in the record that supports the City's decision. The circuit court, sitting in its appellate capacity, cannot reweigh the evidence, draw different inferences, or substitute its judgment. Dept. of Highway Safety v. Trimble, 821 So. 2d 1084 (Fla. Dist. Ct. App. 2002) Citizen testimony that amounts to nothing more than speculation, fears, or desires to simply maintain the status quo does not rise to the level of competent substantial evidence. City of Apopka v. Orange Count, 299 So. 2d 657 (Fla. Dist. Ct. App. 1974).

Sanctions under 57.105

Florida Statute § 57.105 (1) provides: "Upon the court's initiative or motion of any party, the court shall award a reasonable attorney's fee to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds that the losing party or losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial: (a) Was not supported by the material facts necessary to establish the claim or defense; or (b) Would not be supported by the application of then-existing law to those material facts." A City may be awarded attorney's fees because of the frivolous nature of the Petitioner's suit. Tiedeman v. Miami, 529 So. 2d 1266 (Fla. App. 3723)

Argument

Petitioner failed to fully file their Petition for Writ of Certiorari in the required time frame

Procedurally, this appeal was not timely filed in full. The Petitioners filed only an incomplete petition within the required thirty (30) days. The entire appeal was due on January 6, 2021. The record was not complete until February 9, 2021, and fees were not paid until February 4, 2021. The lack of notice allowed for the City to believe the appeal period to have lapsed and permits issued to the Owners.

Further, service was not timely. Without explanation, the City was not served notice until February 11, 2021.

> Article V, § 2(a), Fla. Const., provides that the Florida Supreme Court shall have exclusive authority to set the time limits for invoking appellate jurisdiction. Section 59.081, Fla. Stat. (2009), implements this authority. By the terms of the statute, failure to initiate an appellate proceeding within the time set by the Florida Supreme Court divests the appellate court of jurisdiction. These principles of law require the Florida appellate courts to dismiss an appeal for lack of jurisdiction if it was not initiated within the applicable time limit. The Florida Supreme Court established the jurisdictional time limit for initiating an appeal from a final administrative order by adopting Fla. R. App. P. 9.110(c). This rule states that the appellant shall file the original notice with the clerk of the lower administrative tribunal within 30 days of rendition of the order to be reviewed, and file a copy of the notice, accompanied by any filing fees prescribed by law, with the clerk of the court. Roadrunner Constr., Inc. v. Dep't of Fin. Servs., 33 So. 3d 78, 79, 2010 Fla. App. LEXIS 3849, *1, 35 Fla. L. Weekly D 685

Timelines are set by the Florida Constitution and the Florida Supreme Court and this Court does not have the discretion to accept an appeal submitted after the applicable time limit. For the foregoing reasons, the Petition should be denied for failure to comply with procedure as required by Rule 9.100, Fla.R.App.P.

Petitioner fails to point out any requirement of law violated by the City

The request for the City to "review traffic/pedestrian studies, engineering, engage in its formal application process and conduct a thorough and proper review, so that the request of the Applicant is considered on its own merit, supported by competent substantial evidence and with due consideration for the safety of the public," is on its face not supported by the material facts necessary to establish the claim or defense and is not supported by the application of the then-existing law to those material facts. The facts are undisputed that the City did go through its normal review process. The Owners filed its first application in January of 2020. The City's Public Works department has an engineer in its employ that reviewed the project. From January to June of 2020, the City's engineer worked with the Owner's engineer and a revised plan was submitted in June of 2020. After that revised plan, the City's engineer required additional modifications from the

Owner's engineer to further improve pedestrian safety. After eleven months of City review and oversight the plan was presented on November 5, 2020 in a neighborhood meeting. At that meeting the City noticed all homeowners that use Versaggi Drive for access to A1A. This resulted in the adoption of three additional modifications to the plan. Finally, this item was placed on the agenda before the City Commission to modify what was the previous settlement agreement with the Owners.

At no point, has Petitioner pointed to any law that requires more than the City has done in this matter. Instead, the Petitioner points to Building Code where the testimony from the Building Official accurately provided to the Commission the information that the nonresidential development "may" request additional access. "May" is permissive and certainly not a portion of the Building Code violated by the City by allowance of the request permit. The application by the Owners was explicitly allowed by the plain meaning of the Building Code. Petitioner points out that the City should use its "best judgment," but then is upset when the City does precisely that. What is required of the Petitioner is to point to Building Code or other federal, state or local statute that suggest that the City could not allow this access; Petitioner has failed in this burden.

The Petitioner erroneously states in their petition a requirement for "traffic/pedestrian" studies, but provide not citation of federal, state, or municipal

law that requires such. In fact, the City has experts which it has hired in its building department to review these types of applications routinely. The City routinely relies upon the evidence of its own building department and an applicant's engineers in approval of this type of development. As such the Petitioner has not pointed to what procedurally was done by the City in error.

Petitioner fails to state any expert evidence in the record which contradicts the decision by the City

The Petitioner has not submitted any expert evidence that would contradict any of the evidence submitted by the Owner's engineer and the City's own building department. Residents were afforded opportunities to enter evidence into the record at the Neighborhood meeting in November 2020 and the regular City meeting in December 2020. No such expert evidence was submitted at either meeting by Petitioner or any other party. As such, the only competent substantial evidence provided by experts was from the Owners and the City and no expert rebuttal evidence was placed in the record by Petitioner or any other party.

It is also disingenuous to argue that the advice of the City Attorney was that the City Commission was precluded from denying the application. The advice on aggregate was that should the City deny the application, then the City would open

itself up to lawsuit from the Owners to enforce the existing settlement agreement. Since this precise issue was previously litigated in 2016, the advice of potential future litigation from Alvin's seemed appropriate. The City was clearly presented with choices. No advice precluded the Commission from going back to the original settlement agreement and allow ingress only. No advice precluded the Commission directed this back to staff for further evaluation. Truthfully, no advice is presented by the Petitioner from the City Attorney that stated the Commission could not deny the application by Owners. Nothing argued by Petitioner is a clear showing that staff was limiting the decision-making power of the City Commission.

The Petitioner cites only small portions of the Settlement Agreement, in what is truthfully a very large paragraph of that agreement. When read in its entirety the paragraph of the Settlement Agreement has a very different meaning.

> b) Two and one-half years after the Effective Date, but not sooner, Plaintiffs may submit an application for a curb cut request on the north side of Versaggi Drive on the east side of State Road A-1-A on the real property owned by the Plaintiff (the "North Side Curb Cut"), which shall be considered on its own merit. The North Side Curb Cut shall be constructed in accordance with Plaintiff's most recent application for a curb cut at this location and shall be designed to only allow traffic to enter from the west into the real property owned by Plaintiff on the north side of Versaggi Drive. The City retains the right to review Plaintiffs' North Side Curb Cut application to ensure it complies with the City's then existing code requirements, and the Plaintiffs reserve the right to modify the most recent application to the extent appropriate to respond to amendments or deletions to the City's

> applicable standards between the Effective Date of this Agreement and the date of application for the North Side Curb Cut. Regardless of code or other modifications to applicable standards, Plaintiffs shall not be entitled to a curb cut that would allow entry from or exit to the east. Additionally, Plaintiffs shall erect and maintain signage indicating that no exit is permitted out of the North Side Curb Cut. The Parties agree that this provision shall not be construed so as to require any future Commissions to grant a curb cut request on the north side of Versaggi, to the extent the application does not comply with the conditions set forth herein. (App. A3, p. 2)

The paragraph, when taken as a whole, can truly be read to limit the City's ability to deny a permissible North Side Curb Cut only under specific limitations. Petitioner would have this Court read only the portion of the paragraph that the North Side Curb Cut be "considered on its own merits," but clearly a great deal of additional specificity was placed in this paragraph. It is entirely reasonable to read the whole paragraph was created to limit the City's denial of a permit to only truly administrative denial, and at the very least would open the City up to potential litigation to interpret this paragraph.

Request Attorney's Fees under §57.105

The Petitioner has failed to place into the record any expert evidence to refute the engineers from the Owners and the Public Works Department and the City's own engineer. As this is now an appellate action, the Court may only look at the evidence already in the record. Additionally, the Petitioner cites no federal, state or local requirement specifically that the City has not followed in reviewing

this application. As such, the City should be entitled to be refunded its costs of defending this action under Florida Statute §57.105.

Conclusion

Procedurally, this matter is the amendment of a settlement agreement. As such this matter was contractual and not a quasi-judicial item before the City Commission. If this Court finds that the subject matter of this item was not quasi-judicial, then it would be inappropriate for this Court to grant a Writ of Certiorari. Procedurally, Petitioners filed only an incomplete petition within the required thirty (30) days. The entire appeal was due on January 6, 2021.

The substantive portion of the Petitioner's argument is an after the fact appeal of the City's decision when it is performing its normal functions and a citizen is unhappy with the result; these types of appeals are regularly denied. The City had an existing Settlement Agreement. The City did apply its normal review to the Owner's application for the ingress; that process took over eleven months. Several rounds of review were made with the City's public works department and the Owner's engineer to review the application for safety. The end result of the review process was a recommendation that a traditional ingress/egress was much safer than an ingress only access. The City held two public meetings on the

matter. The City implemented three suggestions from that public Neighborhood meeting into the proposed amended Settlement Agreement. The City Commission finally reviewed the amendment to the Settlement Agreement and authorization for the Owner to begin construction of the ingress/egress in a noticed public forum at which due process was provided for the public to voice their reservations. It was correct and proper for the City to accept the review of the public works department and evidence provided by the City's Public Works Director who is the City's own engineer who reviewed the project as evidence; no expert evidence is in the record to the contrary.

Petitioner's arguments bear down to the two theories. That City's public works department eleven-month review of the ingress/egress was somehow legally insufficient, and that the City is required to do costly traffic studies before the City can make this decision. The City has not adopted a traffic study requirement to driveway applications and the Petitioner points to no law or code showing this as a requirement for the City to make this kind of decision.

Petitioner's second argument essentially states that the City Attorney cannot provide legal advice. The City Attorney cautioned the City Commission that the Owner might reopen the previously settled lawsuit in this matter. The provision in the Settlement Agreement allowance for the Owner to make an application for ingress off of Versaggi would have to be read to mean something. The City

Attorney's advising the Commission of the cost and potential outcome of relitigating the previously settled ingress was reasonable legal advice. The City Attorney never stated the Commission was unable to decide the issue.

Ultimately the Writ of Certiorari should be denied for multiple reasons. The Petitioner does not have standing. The Petitioner did not file a complete petition by the filing deadline. The Petitioner has not identified a failure of due processes. This petition should never have been filed. The City has had to pay extra money and invest time in the answering of this petition for which the petitioner's counsel should know well that they have not articulated a legal argument that would have any reasonable chance of prevailing.

Prayer for Relief

WHEREFORE, Respondent requests this Court deny Petitioner's petition for Writ of Certiorari, award Respondent reasonable attorney's fees and costs incurred in this proceeding pursuant to Rule 9.400, Fla.R.App.P.; and such other relief as this Court deems just and proper.

THE DOUGLAS LAW FIRM

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Certificate of Compliance with Font Requirements

I certify that the font used in this petition is Times New Roman 14-point font, in compliance with Rule 9.210, Florida Rules of Appellate Procedure.

/s/ Lex Morton Taylor, III
Attorney

CERTIFICATE OF SERVICE

I certify that on 15th day of March 2021, a copy of this document was filed with the Court using the Florida Courts E-Filing Portal which will send a notice of electronic filing to: Seth D. Corneal at seth@corneallaw.com and Alex C. Jajarian at alex@corneallaw.com.

/s/ Lex Morton Taylor, III
Attorney

IN THE CIRCUIT COURT, SEVENTH
JUDICIAL CIRCUIT, IN AND FOR
ST. JOHNS COUNTY, FLORIDA

CASE NO.: CA21-152
DIVISION: 59

MARGARET A. O'CONNELL,
Petitioner,

v.

CITY OF ST. AUGUSTINE BEACH, FLORIDA
a Florida municipal corporation,
Respondent,
_____/

ORDER GRANTING AMENDED PETITION FOR WRIT OF CERTIORARI

THIS CAUSE came before the Court pursuant to Margaret A. O'Connell's Amended Petition for Writ of Certiorari. [DIN 7]. The Court having reviewed and considered the Petition, the Response to the Petition [DIN 15], Petitioner's Response to the Commission [DIN 17], and being otherwise fully advised in its premises finds as follows:

Petitioner seeks review of the City of St. Augustine Beach City Commission's ("Commission") approval of a request by applicant, Edmonds Family Partnership, LLP ("Applicant") for a curb cut for ingress on Versaggi Drive, which was modified at the public hearing held on 7 December 2020 to include egress. The Court has jurisdiction to hear this Petition pursuant to Fla. R. App. Pro 9.030(c)(3) and 9.100.

Standard

In reviewing an administrative agency decision, the Court must consider: 1. whether procedural due process was afforded to the parties; 2. whether the essential requirements of law were observed; and 3. whether the administrative findings and judgment are supported by competent substantial evidence. *Haines City Cmty. Dev. v. Heggs*, 658 So. 2d 523, 530 (Fla.

1995).[1] The Court is not entitled to reweigh the evidence or substitute its judgment for that of the agency. *See Dep't. of Highway Safety and Motor Vehicles v. Trimble*, 821 So. 2d 1084, 1085 (Fla. 1st DCA 2002). The Court is restricted solely to the record of the proceeding below and can only consider facts presented at that proceeding. *Battaglia Fruit Co. v. City of Maitland*, 530 So. 2d 940, 943 (Fla. 5th DCA 1988) *cause dismissed sub nom. Cooper v. Battaglia Fruit Co.*, 537 So. 2d 568 (Fla. 1988) and *cause dismissed,* 537 So. 2d 568 (Fla. 1988). The Court's certiorari review power does not allow the Court to direct the lower tribunal to take any action but is limited to the Court quashing the order being reviewed, if appropriate. *See City of Kissimmee v. Grice*, 669 So. 2d 307, 309 (Fla. 5th DCA 1996).[2]

Procedural History

The Applicant owns two commercial parcels on Highway A-1-A that are divided by Versaggi Drive. Versaggi Drive begins at the western end at A-1-A, proceeds east past the two Edmonds parcels and into the Linda Mar residential subdivision. The Applicant previously requested Development Plan Review from the City seeking two full access driveway cuts on Versaggi Drive. On December 16, 2014, the request went before the City's Planning and Zoning Board ("PZB"). PZB unanimously recommended approval to the Commission. On 5 January 2015, Applicant presented its proposal to the Commission through Bill Schilling, engineer and Vice-President of Kimley-Horn and Associates. After listening to testimony from residents of the neighborhood surrounding Applicant's commercial parcels, the Commission directed the Applicant to host a community meeting to meet with the residents and reschedule the proposal before the Commission for final consideration. Although Applicant originally requested full access cuts, after discussion with the Commission, the Applicant changed his request to one-way

[1] *Citing City of Deerfield Beach v. Vaillant*, 419 So. 2d 624, 626 (Fla. 1982).
[2] *citing ABG Real Estate Dev. Co. of Florida, Inc. v. St. Johns County*, 608 So. 2d 59 (Fla. 5th DCA 1992

cuts. Applicant subsequently held a meeting with the residents and appeared again before the Commission on March 2, 2015. The second hearing concerned Applicant's request for one-way (ingress) curb cuts that turned left only into the northern parcel, and right only into the southern parcel. After listening to testimony from the residents, the Commission denied the Applicant's request. The Applicant appealed the decision to this Court, and this Court remanded the issue back to the Commission.[3] On 1 March 2016, the Commission denied the request on remand. The Applicant filed suit against the City of St. Augustine Beach in the Middle District of Florida. In February 2017, a mediated settlement agreement ("Settlement") was reached between the parties, and that agreement was unanimously approved by the Commission on 3 April 2017. The Settlement permitted Applicant to construct an ingress-only curb cut/driveway from Versaggi Drive into Applicant's Southern Property (the Verizon store and neighboring business). Regarding the Northern Property (Alvin's Island) at issue here, the Settlement provided as follows:

> Two and one-half years after the Effective Date, but not sooner, Plaintiffs may submit an application for a curb cut request on the north side of Versaggi Drive on the east side of State Road A-1-A on the real property owned by the Plaintiff (the "North Side Curb Cut"), which shall be considered on its own merit. The North Side Curb Cut shall be construed in accordance with Plaintiffs' most recent application for a curb cut at this location and shall be designed to only allow traffic to enter from the west into the real property owned by Plaintiff on the north side of Versaggi Drive. The City retains the right to review Plaintiffs' North Side Curb Cut application to ensure it complies with the City's then existing code requirements, and the Plaintiffs reserve the right to modify the most recent application to the extent appropriate to respond to amendments or deletions to the City's applicable standards between the Effective Date of this Agreement and the date of application for the North Side Curb Cut. Regardless of code or other modifications to applicable standards, Plaintiffs shall not be entitled to a curb cut that would allow entry from or exit to the east. Additionally, Plaintiffs shall erect and maintain signage indicating that no exit is permitted out of the North Side Curb Cut. The Parties agree that this provision shall not be construed so as to require

[3] The Court's decision in St. Johns County case number CA15-366 was based upon the fact that the Commission denied the application due to the general opposition of residents without considering whether the Code permitted the Applicant's request, as well as the fact that the Commission failed to comply with section 166.033, Fla. Stat. when denying the request. The Court did not address whether the Applicant's request complied with the Code and should ultimately succeed.

any future Commission to grant a curb cut request on the north side of Versaggi, to the extent the application does not comply with the condition set forth herein.

After the end of the two- and one-half-year time period, Applicant submitted an application for curb cuts on the Northern Property. According to the record, the Public Works Director deemed the application to be contentious, thus triggering a code provision that permits review by the Commission. (P. Appx. A.2 at 52-53). At the 7 December 2020 public meeting, the Commission rendered a 4-1 approval of the application. The instant Petition for Writ of Certiorari followed.

Jurisdiction

Respondent argues that the decision to grant the curb cut and driveway was not a quasi-judicial action, but rather a "contract revision" under basic contract law. Petitioner disagrees, and argues that the public hearing clearly met the textbook definition of quasi-judicial review. It is the character of the hearing that determines whether a board action is quasi-judicial. *Bd. of County Com'rs of Brevard County v. Snyder*, 627 So. 2d 469, 474 (Fla. 1993). Florida Courts have identified four characteristics of a quasi-judicial decision: (1) quasi-judicial action results in the application of a general rule of policy; (2) a quasi-judicial decision has an impact on a limited number of persons or property owners and on identifiable parties and interests; (3) a quasi-judicial decision is contingent on facts arrived at from distinct alternatives presented at a hearing; and (4) a "quasi-judicial act determines the rules of law applicable, and the rights affected by them, in relation to past transactions." *D.R. Horton, Inc.--Jacksonville v. Peyton*, 959 So. 2d 390, 398–99 (Fla. 1st DCA 2007).[4]

The Court finds that the 7 December 2020 proceeding was quasi-judicial in nature. Upon review of the meeting transcript, it is clear that the Commissioners did not vote to revise the

[4] *Citing Snyder at 474, supra.*

Settlement Agreement, but rather, after inviting citizen testimony, voted to approve the application with modifications:

> **Mayor England**: Well, safety first, right, and then we take a look at the settlement agreement and our current code. So with that being said and we've discussed, anyone would - - would anyone like to make a motion on what we should do on the applicant's request and - - on this?
>
> **Commissioner George**: I can - - I guess this does require a motion because the staff is asking us for a motion. Okay. I will make a motion that we approve the design as recommended by our public works director which provides for a 90-degree ingress north from Versaggi, and a 90-degree egress onto the - - heading west on Versaggi.
>
> (P. Appx. A.2 at 62-63).

Although the Commission approved the application with modifications suggested by Mr. Tredik, the public works director, nowhere in the transcript of the public meeting was there mention of the proceeding being a "contract review" or an "amendment to a settlement agreement." To the contrary, the meeting was included in the regular meeting agenda, there was public comment, and the Commission took a vote. Further, the record reflects that the judgment of the Commission was contingent on the showing made at the hearing. *See e.g., De Groot v. Sheffield*, 95 So. 2d 912, 915 (Fla. 1957). The Court finds that the proceeding was quasi-judicial in nature and accordingly rejects Respondent's argument that this Court lacks certiorari jurisdiction. Additionally, the Court finds that the Petition was timely filed.

Standing

In its Response, Respondent argues that Petitioner lacks standing because she failed to show special damages peculiar to herself and differing in kind from damages suffered by the community as a whole. Respondent also claims that the driveway at issue is "not even on the same street as Petitioner." However, the record reflects that Petitioner's address is 10 Versaggi Dr., which is the same street that provides access to the driveway at issue.[5] In determining whether

standing exists, the court may consider the proximity of the property to the area, the character of the neighborhood, and the type of change proposed. *Rinker Materials Corp. v. Metro. Dade County*, 528 So. 2d 904, 906 (Fla. 3d DCA 1987). Petitioner presented the following argument at the meeting:

> **Meg O'Connell**: Hi, I'm Meg O'Connell, 10 Versaggi Drive. You guys all received my letter and signatures from the neighbors, so I won't go into detail because I know you guys have seen it, but I just want to reiterate our two concerns, of course, are safety. While Mr. Treddik brings up a good point, and in theory it seems like a good idea, what is happening in practice at the top of Versaggi is not working for anybody. The photos I sent were just photos that I've captured on my phone, so it's only a fraction of what I've seen when I've been able to get my phone out quick enough to take photos of what's happening at the top of the street and the congestion and the illegally parked cars, it's a daily occurrence. The second issue is Mr. Edmonds is clearly not a good neighbor. You say the pictures of the signs on the egress and the driveways that are falling apart, clearly, those signs have been neglected and not maintained for multiple years, I would argue a dozen or more, so clearly he is not concerned about the safety of the patrons going into his properties or the neighbors around them. He only does just enough to get whatever passed for his means to his end, and so I would ask that this commission consider what is actually happening at the top of Versaggi versus what the theoretical idea of what should happen at Versaggi. Thank you.
>
> **Mayor England**: Actually, I'm not sure we received the pictures. Did ya'll receive - - okay. All right.
>
> **Meg O'Connell**: I can show you if you'd like, I have them. Here's a picture of a FedEx truck parked outside of Verizon. Here's a picture of a car pulling out of Verizon. Another car pulling out of Verizon. Another car pulling out of Verizon. (the signage prohibits egress from the Verizon parking lot onto Versaggi Drive). And I would argue that this is probably one of the most important photos because it shows congestion at the top of the street. Right here is where they're proposing the new driveway be, so if there's any congestion whatsoever, we have a complete block at the top of Versaggi. If someone is pulling in at a high rate of speed, there's congestion, and there will be a block and backup on A1A. It's just not safe. I can leave these with you if you would like.
>
> **Mayor England**: Yes, I think, Beverly, you do - - you've already got them? Okay. All right.[6]

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[5] P. Appx. A.2 at 21.

[6] P. Appx. A.2 at 21-23.

Additional residents testified to the problems with the Verizon store's driveway.[7] The testimony indicated that vehicles do not follow the signs and go "whichever way they want."[8] Testimony indicated there are many children and pedestrians on Versaggi drive. Following the citizen testimony, the public works director appeared to acknowledge that the application would result in a configuration that was "not a safe solution," but reiterated that the applicant was entitled to the ingress due to the settlement agreement.[9]

Petitioner has established a residency on Versaggi Drive and presented testimony that she would be adversely affected by the addition of the curb cut on the residential street. The change allowed would allow additional non-residential activity on to Versaggi Drive, causing potential harm to the residents' only point of access to A1A. Petitioner supplied evidence (illegal parking and other road violations, petition signed by neighbors) at the public meeting regarding injuries she, as well as other residence, suffer that will be exacerbated by Applicant's request. The Court finds Petitioner has met the threshold for standing.

Procedural Due Process

First, Petitioner asserts the Commission's determination violated her due process rights because the City unilaterally modified the Application to include egress onto Versaggi, which was expressly prohibited by the Settlement. Additionally, Petitioner argues that approving the application without reviewing a traffic study or considering the public's concerns violated her due process rights.

Both the United States and Florida Constitutions protect individuals from arbitrary and unreasonable governmental interference with their right to life, liberty, and property. *State v. Robinson*, 873 So. 2d 1205, 1212 (Fla. 2004). Procedural due process affords notice of a possible

[7] P. Appx. A.2 at 13-26.
[8] P. Appx. A.2 at 23.
[9] P. Appx. A.2 at 26.

government deprivation and a meaningful opportunity to contest it, usually before it is imposed. *Id.* The extent of procedural due process afforded to a party in a quasi-judicial hearing is not as great as that afforded to a party in a full judicial hearing. *Carillon Cmty. Residential v. Seminole County*, 45 So 3d 7, 10 (Fla. 5th DCA 2010). Additionally, in the context of quasi-judicial proceedings, courts distinguish between parties and participants. *Id.* Although a participant in a quasi-judicial proceeding is clearly entitled to some measure of due process, the issue of what process is due depends on the function of the proceeding as well as the nature of the interest affected. *Florida Water Services Corp. v. Robinson*, 856 So. 2d 1035, 1039 (Fla. 5th DCA 2003). The Second District Court of Appeal characterized procedural due process as follows:

> "Procedural due process requires both fair notice and a real opportunity to be heard ... 'at a meaningful time and in a meaningful manner. (Internal citation omitted). In other words, "[t]o qualify under due process standards, the opportunity to be heard must be meaningful, full and fair, and not merely colorable or illusive." (Internal citation omitted). The determination of whether the procedures employed during a particular hearing provide a real opportunity to be heard in a meaningful manner depends on the nature of the private interest at stake and the nature of the government function involved. (Internal citation omitted). Accordingly, the amount of process due varies based on the particular factual context surrounding an administrative proceeding.
>
> *Dep't of Highway Safety & Motor Vehicles v. Hofer*, 5 So. 3d 766, 771 (Fla. 2d DCA 2009).

Petitioner appeared in person at the 7 December 2020 City Commission meeting. The transcript from the meeting reflects the Commission provided Petitioner with an opportunity to relay her concerns surrounding the application. Petitioner's Appendix did not contain a copy of the agenda for the 7 December 2020 Commission Meeting; accordingly, the Court is unable to determine whether notice was given that the meeting concerned the decision to allow for ingress and egress. However, according to the Memorandum drafted by the public works director, letters were mailed to all property owners that use Versaggi Drive for ingress and egress, which included property owners on Versaggi Drive itself, notifying the property owners of a neighborhood

meeting to discuss the pros and cons of the driveway options.[10] According to the public works director, the meeting was held on November 5, 2020, at which the pros and cons of an ingress only versus an ingress/egress driveway were discussed.[11] *Id.* However, as will be discussed *infra*, a portion of the Commission believed they lacked discretion to deny Applicant's request. Accordingly, Petitioner's testimony, as well as that of the other residents, was received by the Commission with the formed belief that it lacked discretion to deny the request even if citizens presented competent, substantial evidence supporting denial. One could argue that participants were not afforded a real opportunity to be heard in a meaningful manner. The Court need not consider this however as the most appropriate basis upon which to grant Petitioner's request for certiorari relief is the Commission's departure from essential requirements of law as discussed below. Regarding Petitioner's argument that the City approved a modification prohibited under the Settlement, Petitioner was neither a party to nor an intended third-party beneficiary of the Settlement; thus, has no rights under the agreement to enforce. *See e.g., Green Emerald Homes, LLC v. 21st Mortgage Corp.*, 300 So. 3d 698, 706 (Fla. 2d DCA 2019).

Essential Requirement of Law

Petitioner argues that the Commission departed from the essential requirements of law by failing to base its decision on its own code criteria. Petitioner asserts the Commission relied upon an erroneous interpretation of the Settlement from its staff, based its decision on the fear of future litigation should it deny the request, and relied upon the factually unsupported statements and recommendations of the public works director. Petitioner argues that a plain reading of the Settlement reveals that it does not entitle Applicant to automatic approval, but instead requires that the application "be considered on its own merit." Petitioner alleges the Commission did not

[10] P. Appx. A.1 at 5.
[11] *Id.*

consider Applicant's request on its own merit, and instead operated under the mistaken belief that it was required to approve the application. Petitioner asserts this was erroneous, as the Commission was obligated to evaluate the application based upon the City Code and evaluate whether competent substantial evidence existed to grant the application. Petitioner concludes that if the application had been properly considered under the applicable City Code and Land Development Regulations, Applicant's curb cut request should have been denied on its own merit.

More particularly, Petitioner argues that Versaggi Drive constitutes a residential street under applicable Land Development Regulation 6.02.02(B). Consequently, Petitioner asserts that 6.02.02(B) specifies that Versaggi Drive should be "primarily suited to provide direct access to residential development, but may give access to limited nonresidential uses, provided average daily traffic (ADT) volume generated by the nonresidential use does not exceed applicable standards for the affected streets." Petitioner asserts that the City failed to obtain any traffic studies or otherwise scrutinize the impact of Applicant's request as required by 6.02.02(B).

Failure to observe the essential requirements of law means failure to afford due process of law within the contemplation of the Constitution, or the commission of an error so fundamental in character as to fatally infect the judgment and render it void. *Haines City Cmty. Dev. v. Heggs*, 658 So. 2d 523 (Fla. 1995)[12] A ruling constitutes a departure from the essential requirements of law when it amounts to a violation of a clearly established principle of law resulting in a miscarriage of justice. *Clay County v. Kendale Land Development, Inc.*, 969 So. 2d 1177 (Fla. 1st DCA 2007)[13] In *Heggs*, the Florida Supreme Court concluded that "applied the correct law" is synonymous with "observing the essential requirements of law." *Heggs* at 530. Municipal zoning

[12] *Citing State v. Smith*, 118 So. 2d 792 (Fla. 1st DCA 1960
[13] *Citing Combs v. State*, 436 So.2d 93, 96 (Fla.1983.

ordinances are subject to the same rules of construction as are state statutes. *Shamrock-Shamrock, Inc. v. City of Daytona Beach*, 169 So. 3d 1253, 1256 (Fla. 5th DCA 2015).

Further, a lower court's interpretation of a contract is subject to de novo review, and settlement agreements are interpreted in the same manner as contracts. *See Whitley v. Royal Trails Prop. Owners' Ass'n, Inc.*, 910 So. 2d 381, 383 (Fla. 5th DCA 2005) (Citation omitted).[14] Interpretation of a contract is a question of law, and an appellate court may reach a construction contrary to that of the trial court. *Id.* (Citation omitted). When the terms of a contract are unambiguous, the parties' intent must be determined from within the four corners of the document. *Gold Crown Resort Mktg. Inc. v. Phillpotts*, 272 So. 3d 789, 792 (Fla. 5th DCA 2019) (Citation omitted). In the absence of ambiguity, the language of the contract itself is the best evidence of the parties' intent and its plain meaning controls. *Id.* (Citation omitted). Finally, when interpreting contractual provisions, courts should not interpret a contract in such a way as to render provisions meaningless when there is a reasonable interpretation that does not do so. (Citation omitted). *Bethany Trace Owners' Ass'n, Inc. v. Whispering Lakes I, LLC*, 155 So. 3d 1188, 1191 (Fla. 2d DCA 2014).

Regarding the Northern Property, the Settlement Agreement provides as follows:

> Two and one-half years after the Effective Date, but not sooner, Plaintiffs may submit an application for a curb cut request on the north side of Versaggi Drive on the east side of State Road A-1-A on the real property owned by the Plaintiff (the "North Side Curb Cut"), which shall be considered on its own merit. The North Side Curb Cut shall be construed in accordance with Plaintiffs' most recent application for a curb cut at this location and shall be designed to only allow traffic to enter from the west into the real property owned by Plaintiff on the north side of Versaggi Drive. The City retains the right to review Plaintiffs' North Side Curb Cut application to ensure it complies with the City's then existing code requirements, and the Plaintiffs reserve the right to modify the most recent application to the extent appropriate to respond to amendments or deletions to the City's applicable standards between the Effective Date of this Agreement and the

[14] *see also Martin Yacht Mfg., Inc. v. Nichols*, 254 So. 3d 1022, 1024 (Fla. 4th DCA 2018 ("settlement agreements are interpreted like a contract and reviewed de novo.")

> date of application for the North Side Curb Cut. Regardless of code or other modifications to applicable standards, Plaintiffs shall not be entitled to a curb cut that would allow entry from or exit to the east. Additionally, Plaintiffs shall erect and maintain signage indicating that no exit is permitted out of the North Side Curb Cut. The Parties agree that this provision shall not be construed so as to require any future Commission to grant a curb cut request on the north side of Versaggi, to the extent the application does not comply with the condition set forth herein.

The Court finds that nothing in the above paragraph nor in the entire settlement gives the Applicant automatic entitlement to curb cuts on its Northern Property. The Court finds that such an interpretation would render the requirement that the application be "considered on its own merit" meaningless. Respondent argues that the above paragraph limits the City's authority to deny Applicant's curb cut request, opining that although the paragraph provides that the application shall be "considered on its own merits," the language that follows limits the City's authority to deny the request. This Court finds that such an interpretation would render meaningless the provision requiring the application be considered on its own merit. Contracts should not be interpreted in such a way as to render provisions meaningless when there is a reasonable interpretation that does not do so. *Id.* The Court finds that there is a reasonable interpretation that would give effect to all provisions: The Settlement limited the time-period in which Applicant could submit an application for a curb cut request for its Northern Property, and provided that once the time period expired, Applicant could submit an application that would be "considered on its own merit." The Settlement proceeds to delineate the limitation upon the North Side curb cut applications, as well as Applicant's obligations in the event that the curb cut was approved, after being considered on its own merit. The Court finds that at a minimum, the Settlement requires that Applicant's request for curb cuts on its Northern Property must be considered on its own merit, and the Commission retained discretion to grant or deny the request.

At the 7 December 2020 Public Meeting, the Commission rendered a 4-1 approval of the Application as amended. The Court finds that the following excerpts are illustrative:

Mr. Tredik: So the bottom line, the summary is that with the terms of the settlement agreement they absolutely have the right to have an ingress.

(P. Appx. A.2 at 12).

...

Mr. Tredik: The ingress, and I can defer to the attorney, my legal understanding is that they are allowed to have it because that was the settlement agreement, and if we do not permit that ingress, we're right back to the City getting litigated against, and probably losing again because the land development code allows two points of access. Right now they do have two driveways, but one of them is a right-out only onto A1A Beach Boulevard, so they really have on ingress point. So my - - and again, that would be an interpretation of the law, but from my understanding they are allowed a second access point, which is probably why they were successful the first time around, I wasn't here, I don't know all the details of that discussion.

(P. Appx. A.2 at 26).

Mr. Tredik: ...my legal understanding is they have a right for the ingress.

Commissioner George: And what is the section of the code that you referenced earlier, that the code provides two points of ingress as a requirement.

Mr. Tredik: I'll have to refer to my code guru back there.

Mr. Law: Section 6.02.06 access. Keep in mind, this is designed for new development. All proposed development shall meet the following standards for vehicular access and circulation: Number of access points. All projects shall have access to a public right of way. Subsection 2, notwithstanding the provisions in paragraph 1 which was read above, a nonresidential development or a multifamily residential development, on a corner lot may be allowed two points of access. However, no more than one access shall be onto an arterial.

(P. Appx. A.2 at 31-32).

Vice Mayor Kostka: So the code that you just read to us is for new construction?

Mr. Law: Yes, ma'am, it's all for proposed development. Basically, it just says if you're cornered on two streets, you should be able to have access into- - and keep in mind, at that point to the north side is an egress only as it sweeps, and we've all seen it as we make the merge where A1A split apart.

Vice Mayor Kostka: ...Mr. Taylor, and I'm a little disappointed that we don't have the settlement agreement for us to be able to refer to so that we can read it for ourselves, but I'm sure that you have a solid understanding of what exactly was agreed to. And so I'm sure you talked to Mr. Treddik, is that a consensus of what occurred?

Mr. Taylor: Yes, Bill and I talked about it at length. Neither of us were a party to the actual settlement. I will definitely stipulate that that is not the best well-written settlement statement I've ever seen, I wouldn't have written that, there's conflicting language in it. Some of, the language says that the City has the right to review it, but you wouldn't even talk about it at all but for the fact that some portion of it is guaranteed, and so at the very least, you'd be looking at a very high-level of scrutiny if this were to be re-litigated. They would want to say, well why did we even talk about this, why is this even part of the settlement agreement. There is some language, and I think that that language is if something had drastically changed, if there had been some drastic change to the code that had a real reason for it to be there. It basically suggests that they should be given that - - that - - the ingress, but not the egress on that side. The - - there's nothing legally- - a problem at all with us doing an ingress and egress as we're granting what was in the settlement by doing that, but as far as the language, it's conflicted, but you don't want a lawsuit on it. And my legal opinion is you would lose the lawsuit because by putting that in there, they meant to say something. And they have some conflicting language that gives a little bit of wiggle room because it does say- - I pulled it up again to look at it.

(P. Appx. A.2 at 33).

...

Mr. Taylor: (reads entire Settlement Agreement provision concerning to Northern Property) So if it's - - if it complies with our code, I read that to say that we are supposed to grant it to them. There's a lot of concessions in there, a lot of specifics about which directions can and cannot have access, that sounds to me to be fairly settled. Now there's some language in there that puts flexibility in it and is not what you would normally want in a settlement because it's very hard for parties that weren't there to say, what did you mean by that then.

Vice Mayor Kostka: Right. So I definitely understand that, **but I don't think that we should succumb ourselves to the threat of a lawsuit when we don't even know what the code was.** Now, the code that Mr. Law just read applies to new construction, so I think it would be helpful to know what the code was when that building was constructed to see where we stand; does that make sense? I mean - -

Mr. Taylor: I don't believe that's going to be - - **the issue is not going to be on what the current code is or what the code was then, the issue is what was agreed upon two and a half years ago**.

Vice Mayor Kostka: Sure, it says that they may request, it doesn't say we have to grant it.

Mr. Taylor: When they make the curb request, then they have to comply with what the code is now, so that's why we're doing it, but they had some level of negotiation. They put this clause in here to mean something.

Vice Mayor Kostka: It's a mess.

Mr. Taylor: - - if they didn't put the clause in there at all, if what they intended was for us to look at the application, but the City has to look at every application that comes in anyway, so they put some constraints on the way we have to look at the application, and that's what we're having to do now is apply our code. And if we don't have a valid reason to deny it under the code, then we have to approve that application as long as it complies with what's in there or we open ourselves up to a lawsuit, and who knows, maybe we'd win it this time, but I - - that wouldn't be what I would give you as a good guess of what will happen if we go before a judge?

Vice Mayor Kostka: That wouldn't be your advice?

Mr. Taylor: No, no, it would not.

(P. Appx. A.2 at 35-38).

Mayor England: Mr. Treddik, the settlement agreement- - and this may be for Mr. Taylor,- - the settlement agreement, although does not guarantee, there's a strong argument that the ingress would be allowed, but not the egress…And then the current code, Mr. Law, you would say under the current code that ingress would be allowed off the side street; is that something that was shored up recently?

Mr. Law: I would - - yes, ma'am, I would say that the current code, Chapter 6, allows for it. It says - - **the key word though if you read code language is may**.

(P. Appx. A.2 at 46).

…

Mr. Law: Section 6.02.06, access. All proposed developments shall meet the following standards for vehicular access and circulation: Alpha. Number of access points, all projects shall have access to a public right of way. Alpha 2. Notwithstanding the provision of paragraph one above, a nonresidential development, or a multifamily residential development on a corner lot may be allowed two points of access; however, no more than one access shall be onto an arterial. But there's also a section, alternative designs, where it talks about the City using its best judgment when impracticality occurs.

(P. Appx. A.2 at 47-48).

…

Mr. Tredik: Well, in a normal case, I would probably approve a driveway connection if it met the code. A normal site plan probably wouldn't even have to go to planning and zoning. If they're coming in for a driveway, we do a driveway

connection permit, it meets the code, I'd issue a permit, but because of the history on that, that's not where we are today.

Commissioner Samora: With the application that's in front of us, you feel it meets the code, and your recommendation is what at this point?

Mr. Tredik: My recommendation is a left-in and a right-out.

Commissioner George: ...You know, we've had expert testimony - - you know, our experts telling us here that there's an entitlement to the two points of entry, and that the safest design all around is the 90-degree turn, that is a big, you know, consideration for me...I'm having a hard time- - I don't see any basis, legally for deviating from that recommendation...You know I'm not suggesting that we experiment with something new **because I really feel, legally, we don't have a choice**.

(P. Appx. A.2 at 57).

...

Commissioner Rumwell: No, I think to reiterate what Commissioner George said is that I'm leaning on the experts...And I think the other thing is for the property of the owner of the commercial property, **he's entitled**, I mean, that happened before I was on the board, and before Mr. Treddik, and I think Mr. Samora and probably Commissioner Kostka. I don't - - I don't think that he would sue, but I don't want to take that risk.
(P. Appx. A.2 at 60).

During the public comment portion of the meeting, James Collie, Petitioner's husband, relayed that his understanding of the settlement agreement was that it gave the applicant the right to ask for the driveway, but did not give the applicant the right to the driveway automatically. (P. Appx. A.2 at 15).

Mr. Collie: ...our understanding when this happened was we would take a look at what's going on with the Verizon driveway, observe, you know, how that's handled, and when [the applicant] comes back in two and a half years to ask for the right for the driveway, we would take that experience into account in determining whether or not he would, in fact, be given the driveway. That was the way - - we were all here for this, some of you were, I think you were here, Commissioner, and that was our understanding of how this was going to happen. **What we've heard recently is that it's guaranteed that he gets a driveway, and the question is how do we do it**; that was never our understanding.

Amanda Rodriguez: Amanda Rodriguez, 32 Versaggi Drive, I am the neighbor right next to that business. So I was here in the last meeting, Mr. Treddik affirmed that I agreed to it, actually, **I was told that I had no choice, and therefore the**

agreement was of how do we do it, not if we do it. Now, my understanding after talking to other neighbors, that's not really where we are, so that's the point.

Although the public works director opined that the request was "allowed" under the Code, the Commission made no clear finding on this issue. The discussion regarding whether the application complied with the Code was as follows:

Commissioner George: And what is the section of the code that you referenced earlier, that the code provides two points of ingress as a requirement?

...

Mr. Law: Section 6.02.06, access. Keep in mind, this is designed for new development. All proposed development shall meet the following standards for vehicular access and circulation: Number of access points. All projects shall have access to a public right-of-way. Subsection 2, notwithstanding the provisions in paragraph 1 which was read above, a nonresidential development or a multifamily residential development, on a corner lot may be allowed two points of access. However, no more than one access shall be onto an arterial.

Vice Mayor Kostka: And, Mr. Law, do you know what the code was when the original construction was because - - and a follow-up question to that would be, does the new code apply if the old code was different?

Mr. Law: I don't have the code. I believe Alvin's Island in its creation was in the late '90s, early 2000s?

Vice Mayor Kostka: Yes.

Mr. Law: If it was the late '90s, I was still in the military somewhere. In early 2000s, I wasn't back in government at the time. The ordinance- - or the code doesn't - - it only references when we did the sweeping change in 2018, so I couldn't begin to tell you what the code was at that time.

Vice Mayor Kostka: So the code that you just read to us is for new construction?

Mr. Law: Yes, ma'am, it's all for proposed development. Basically, it just says if you're cornered on two streets, you should be able to have access into - - and keep in mind, at that point to the north side is an egress only as it sweeps, and we've all seen it was we make the merge where A1A split apart.

Mr. Taylor: ...So if it's - - if it complies with our code, I read that to say that we are supposed to grant it to them.

...

Vice Mayor Kostka: Right. So I definitely understand that, **but I don't think that we should succumb ourselves to the threat of a lawsuit when we don't even know what the code was.** Now, the code that Mr. Law just read applies to new construction, so I think it would be helpful to know what the code was when

that building was constructed to see where we stand; does that make sense? I mean--

Mr. Taylor: I don't believe that's going to be - - **the issue is not going to be on what the current code is or what the code was then, the issue is what was agreed upon two and a half years ago.**

(P. Appx. A.2 at 37).

The public works director then opined that if the Commission did not permit the ingress, "we're right back to the City getting litigated against, and probably losing again because the land development code allows two points of access."[15] It is apparent from the record that the public works director was attempting to create a plan that would make the driveway configuration as safe as possible based upon his understanding that the Applicant was entitled to at least an ingress on Versaggi Drive. The public works director opined that it was "a tricky situation" from a safety standpoint, but indicated his hands were tied because his understanding was that the Applicant had a right to the ingress.[16]

Sec. 6.02.06 of the Land Development Regulations provides as follows:

1. All projects shall have access to a public right-of-way.
2. Notwithstanding the provisions in paragraph 1. Above:
a. A nonresidential development, or a multifamily residential development, on a corner lot *may be allowed two (2) points of access.* However, no more than one (1) access shall be onto an arterial.

(*emphasis added*)

The record reflects that Alvin's Island (the Northern Property) is located on a corner lot. Accordingly, it is guaranteed access to a public right of way, which it already has,[17] but may also be allowed an additional point of access. Upon review of the proceedings, it is clear that the

[15] Although the public works director opined that the Applicant's previous success in obtaining a Writ of Certiorari from the circuit court was due to the fact that the Applicant was allowed a second access point. However, this Court would take judicial notice of St. Johns County case number CA15-366, which demonstrates Certiorari was granted due to the Commission's denial of the application based upon the general opposition of the residents without even considering whether the Code permitted the request coupled with the Commission's failure to comply with section 166.033, Fla. Stat. The Court did not address whether the Applicant's request complied with the Code.
[16] P. Appx. A.2 at 31.
[17] (P. Appx. A.2 at 8).

Commission received conflicting advice regarding whether it had discretion to deny the Application, and at least one member of the Commission believed that approval was mandatory. The record reflects that the Commission did not have the opportunity to review the Settlement Agreement prior to the meeting and was not provided with a copy to review during the meeting. Additionally, the transcript of the proceedings demonstrates that the Commission was unclear which code provision applied to the applicant's request. Further, the transcript suggests that the public works director, whose opinion was heavily relied upon by the Commission, was concerned about the safety of approving the Applicant's request, but felt constrained by his belief that the Settlement Agreement mandated approval. The Court observes that misapplication of the correct law does not necessarily constitute departure from the essential requirements of law. However, in this instance, a portion of the Commission appears to have been under the impression that they were required to approve the application, and thus failed to conduct a meaningful review of the Application on its merits.

The Court finds that the Commission's mistaken belief that it lacked discretion coupled with its failure to evaluate the application on its merits constitutes a departure from the essential requirements of law. Because the Court finds that the Commission failed to adhere to the essential requirements of law, this Court need not reach the issue of competent, substantial evidence.

Finally, both parties requested attorney's fees pursuant to Fla. Stat. § 57.105 in their respective filings. The Court finds that neither party has presented evidence to substantiate an award of attorney's fees under § 57.105.

Accordingly, it is:

ORDERED AND ADJUDGED that:

1. The Amended Petition for Writ of Certiorari is hereby GRANTED.

2. The Commissions' 7 December 2020 approval of Applicant's application is hereby QUASHED and this cause remanded to the Commission for its determination consistent with the provisions of this Order.

3. The Court reserves jurisdiction to enter such Orders as are necessary to carry out the provisions thereof.

DONE AND ORDERED in chambers, in St. Johns County, Florida, on 24 day of August, 2021.

e-Signed 8/24/2021 4:29 PM CA21-0152

KENNETH J. JANESK, II, CIRCUIT JUDGE

Copies furnished to:

Seth D. Corneal, Esq.

Lex Morton Taylor, III, Esq.

IN THE CIRCUIT COURT OF THE SEVENTH JUDICIAL CIRCUIT, IN AND FOR ST. JOHNS COUNTY, FLORIDA

MARGARET A. O'CONNELL,
Petitioner,
v.

CITY OF ST. AUGUSTINE BEACH, FLORIDA, a Florida municipal corporation,
Respondent.

CASE NO.: CA21-0152
DIVISION: 59

ORDER ON MOTION FOR INJUNCTIVE RELIEF AND/OR TO ENFORCE COURT ORDER BY CONTEMPT AND SANCTIONS

THIS CAUSE came before the Court on the *Petitioner's Verified Motion for Injunctive Relief and/or to enforce Court Order by Contempt and Sanctions (DK#24)* filed by Petitioner, Margaret A. O'Connell. The Court held a hearing on January 10, 2022. and reviewed and considered the motion, and being otherwise fully advised in the matter it is:

ORDERED AND ADJUDGED that:

1. The Motion for Injunctive Relief and/or to Enforce Court Order by Contempt and Sanctions is:
    a. Denied as to the Request for Injunctive Relief.
    b. Tabled as to Contempt and Sanctions.
2. The Court further provides clarification on its Order Granting Amended Petition for Writ of Certiorari (DK#18), as follows:

a. The Order quashed the approval of Applicant, Edmonds Family Partnership, LLLP, application for a driveway/curb cut on to Versaggi Drive from 3848 A1A South, Saint Augustine, Florida 32080, and remanded the issue for the City Commission to conduct a new quasi-judicial hearing on the application with the instruction that it shall be clear that the City Commission is not bound by the settlement agreement in Edmonds Family Partnership, LLLP v. City of Saint Augustine Beach, Florida, Case #3:16-cv-385-J-34PDB.

b. That hearing is to occur no later than the March meeting of the City of Saint Augustine, Beach, Florida.

c. The Court does not mandate the facts or law that the City is to consider in its review of the application, only that the City comply with its own rules and applicable Code, as well as all other legal requirements pertaining to and governing its review and consideration of the application.

DONE AND ORDERED in chambers, in St. Johns County, Florida, on 11 day of January, 2022.

e-Signed 1/11/2022 1:47 PM CA21-0152
KENNETH J. JANESK, II, CIRCUIT JUDGE

Copies to:

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Agenda Item # 3

Meeting Date 12-7-20

MEMORANDUM

TO: Max Royle, City Manager

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

DATE: November 23, 2020

SUBJECT: Alvin's Island Driveway Connection on Versaggi Drive

BACKGROUND

On March 2, 2015, the City Commission voted to deny driveway connections from Versaggi Drive to 3848 A1A South (Alvin's Island) and 3900 A1A South (property south of Versaggi Drive). Edmunds Family Partnership, LLP (Owner), the owner of both properties, appealed the decision to the Circuit Court, and the Court remanded the issue back to the City Commission. On March 1, 2016, the City Commission denied the request on remand.

The Owner filed suit against the City regarding the city's sign ordinance and the denial of the driveways. In February 2017 mediation between the City and the Owner resulted in a settlement agreement which was approved unanimously by the City Commission on April 3, 2017. The settlement agreement specifically states:

a) *The City has agreed to allow Plaintiffs to construct a curb cut on the south side of Versaggi Drive on the east side of State Road A-1-A on the real property owned by the Plaintiff (the "South Side Curb Cut"). The South Side Curb Cut shall be constructed in accordance with Plaintiffs' most recent application for a curb cut at this location, a copy of which is attached as* ***Exhibit A,*** *and shall be designed to only allow traffic to enter from the west into the real property owned by Plaintiff on the south side of Versaggi Drive. Additionally, Plaintiffs shall erect and maintain signage indicating that no exit is permitted out of the South Side Curb Cut.*

b) *Two and one-half years after the Effective Date, but not sooner, Plaintiffs may submit an application for a curb cut request on the north side of Versaggi Drive on the east side of State Road A-1-A on the real property owned by the Plaintiff (the "North Side Curb Cut"), which shall be considered on its own merit. The North Side Curb Cut shall be constructed in accordance with Plaintiffs' most recent application for a curb cut at this location and shall be designed to only allow traffic to enter from the west into the real property owned by Plaintiff on the north side of Versaggi Drive. The City retains the right to review Plaintiffs' North Side Curb Cut application to ensure it complies with the City's then existing code requirements, and the Plaintiffs reserve the right to modify the most recent*

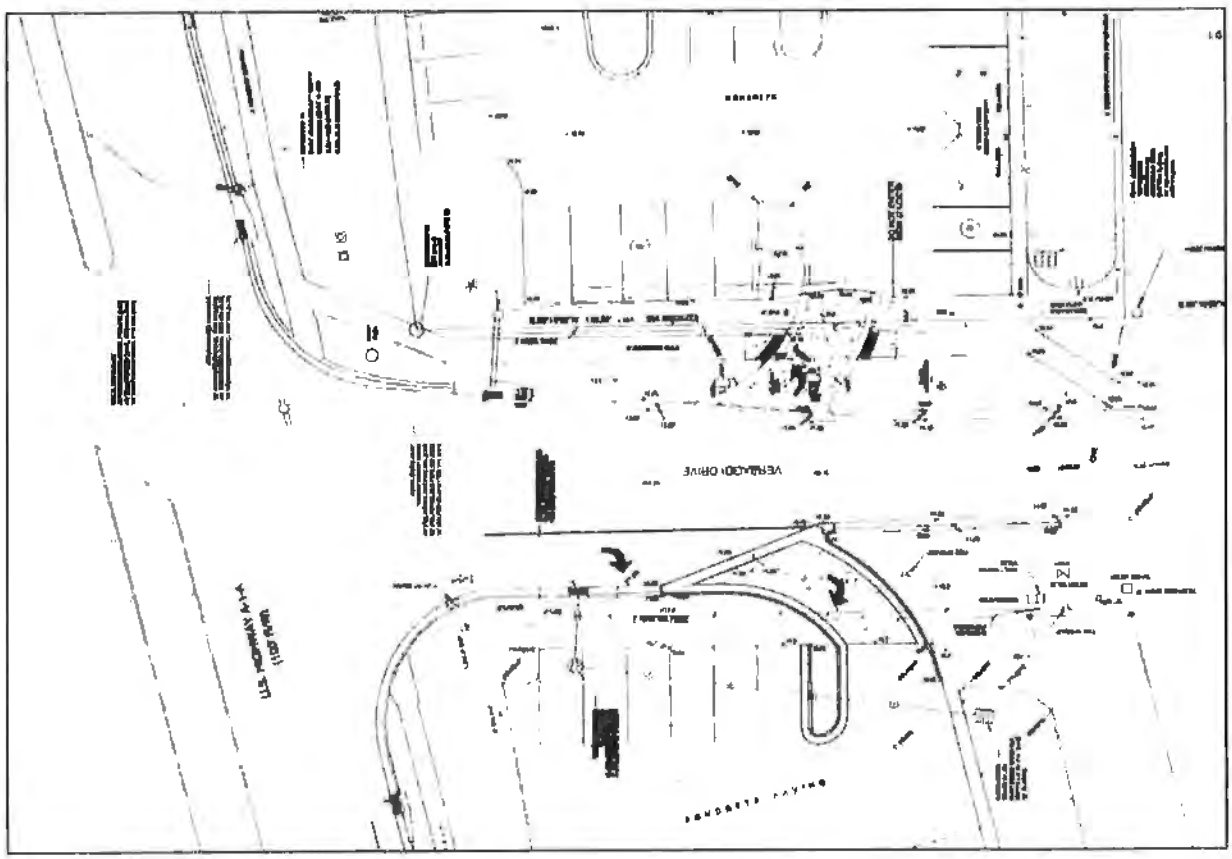
application to the extent appropriate to respond to amendments or deletions to the City's applicable standards between the Effective Date of this Agreement and the date of application for the North Side Curb Cut. Regardless of code or other modifications to applicable standards, Plaintiffs shall not be entitled to a curb cut that would allow entry from or exit to the east. Additionally, Plaintiffs shall erect and maintain signage indicating that no exit is permitted out of the North Side Curb Cut. The Parties agree that this provision shall not be construed so as to require any future Commission to grant a curb cut request on the north side of Versaggi, to the extent the application does not comply with the conditions set forth herein.

c) *Plaintiffs hereby voluntarily waive any right to pursue any other curb cut requests or modifications from the City concerning its parcels at the intersection of Versaggi Drive and A-1-A.*

Paragraph a) above relates to the driveway on the south side of Versaggi. This driveway has been constructed per the settlement agreement.

DISCUSSION

The required two and a half years passed since the settlement agreement, and in January 2020 the Owner's engineer submitted the following preliminary sketch showing a left-in only driveway to the North parcel:



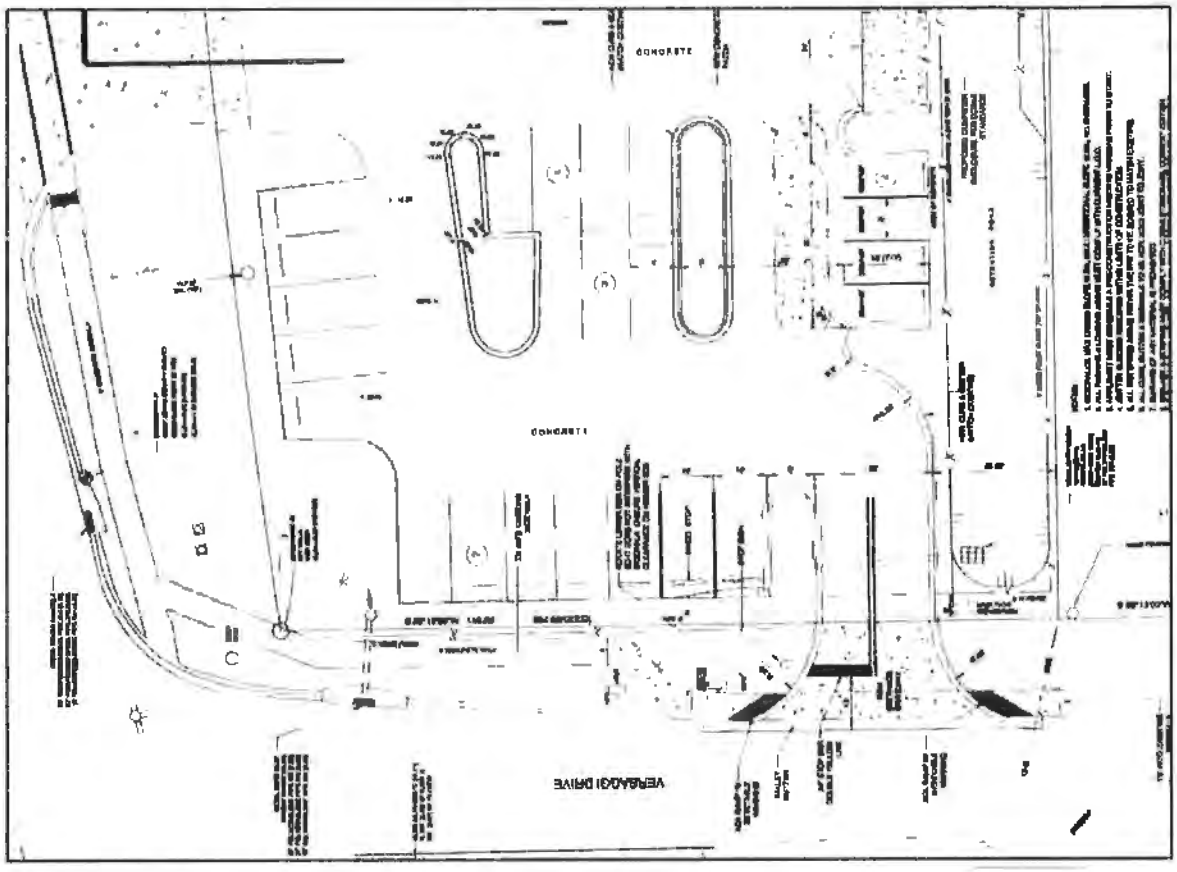
Though the left-in concept meets the intent of the settlement agreement, it poses safety concerns due to its unusual configuration, including:

- The sweeping left-in encourages vehicles coming from S.R A1A to enter the Alvin's Island parking lot at higher velocities than would a typical 90" ingress/egress driveway. These higher entry velocities pose safety concerns for westbound traffic on Versaggi Drive as well as pedestrians on the sidewalk.

- A sweeping left-in which crosses traffic, when done, is typically accompanied by a dedicated left turn lane which allows queued turning vehicles to stack and await an opening. There is no room for such a dedicated lane in this location. Turning drivers are thus encouraged to quickly enter the Alvin's parking lot, increasing the risk of conflict as discussed in the previous bullet.

- Though the driveway is intended to be a left-in only, its configuration is identical to a right-out only. As such, the likelihood of driver confusion and frustration is increased, resulting in both unintentional use of the driveway for egress, and intentional egress for convenience sake. The potential for vehicle/vehicle as well as vehicle/pedestrian conflict is increased when the geometric design is inconsistent with the desired traffic pattern.

Due to these safety concerns, the Public Works Director met with the owner's engineer onsite to investigate safer driveway configurations. After investigation and discussion, it was agreed than a standard driveway ingress/egress driveway configuration provided a safer alternative. The engineer agreed to modify the plan as such and resubmit. The engineer submitted a revised plan in June 2020, and the Public Works Director required further improvements to improve pedestrian safety. The following plan was submitted in September 2020, addressing the Public works Director's comments.



The revised plan offers several safety improvements from the previous left-in only plan, including:

- The ingress/egress configuration reduces driver confusion and eliminates the potential for intentional driver disregard of traffic patterns.
- The ingress is at a 90° angle, requiring entering vehicles to slow to a near stop to turn into the driveway.
- The driveway is slightly further from S.R. A1A, thus allowing vehicles turning from S.R. A1A additional time to decelerate or break to avoid a queued turning vehicle.
- The sidewalk has been shifted closer to Versaggi Drive to provide better vehicle/pedestrian visibility at the driveway.

In addition to the safety improvement, an aesthetic improvement has been made by moving the dumpster enclosure further away from Versaggi Drive. The final plan may also include a reduced radius on the eastern side of the driveway – and signage – to prohibit westbound traffic on Versaggi Drive from turning right into the parking lot.

Though egress from Alvin's Island to Versaggi Drive exceeds what the Owner is entitled per the settlement agreement, it provides a safer driveway connection. Additionally, it increases safety along S.R. A1A by allowing exiting vehicles additional distance to cross

traffic to make a U-turn at the intersection of S.R. A1A and A1A Beach Boulevard. With the existing egress, drivers existing Alvin's Island who wish to go south must now immediately cross a partial merge lane plus two (2) northbound through lanes to access the left turn lane for a U-turn. Vehicles exiting at Versaggi Drive would only have to cross one (1) through lane and have more distance to maneuver to the northbound left turn lane. This additional distance thus provides a safer traffic flow on S.R. A1A.

Neighborhood Meeting

In order to fully engage the property owners and discuss the pros and cons of the driveway options, the City hosted a neighborhood meeting at City Hall on November 5, 2020. Letters were mailed to all property owners which use Versaggi Drive for ingress and egress, including:

- Versaggi Drive
- Linda Mar Drive
- Oceanside Circle
- Oceanside Drive
- Carole Court
- Manatee Court
- Santa Maria Lane
- Versaggi Place.

Prior to the November 5th meeting , the City received one (1) email request for a copy of the settlement agreement and one (1) email in opposition to a driveway. The objecting email contained the following suggestions:

- No southbound A1A U-turn allowed at Versaggi Drive
- Addition of signs to increase pedestrian and bicycle safety
- Concern that allowing ingress and egress on Versaggi Dr. increases danger

The neighborhood meeting was held as scheduled at 6:00 PM on November 5, 2020. Only three owners of the approximately 100 property owners who were mailed letters attended. Two property owners were from Versaggi Drive (including the property owner directly abutting Alvin's Island) and one property owner was from Linda Mar Drive. Also in attendance was the Owner of the Alvin's Island property and the Public Works Director. The property owner abutting Alvin's was initially opposed to any driveway connection due to the increased potential for noise and traffic in the vicinity of their home. The owner stated that their house was recently purchased and they were not aware of past issue when they purchased. The other Versaggi Drive owner had concerns about vehicles turning into Versaggi Drive from northbound A1A to access Alvin's Island, only to find no driveway, then turning around in front of their home. The Linda Mar owner was not opposed to the driveway connection.

In the meeting, the history of the issue was discussed, including the settlement agreement which gives the Owner the right to construct a left-turn ingress from Versaggi Drive. A comparison of the pros and cons of an ingress only, versus a more typical ingress/egress driveway was discussed. After discussion, it was agreed that an ingress/egress driveway would be acceptable if the following conditions were addressed:

- Left turn egress would not be permitted onto Versaggi drive.
- The Owner would construct a privacy fence on the east side of the Alvin's Island retention area to provide a visual buffer, and to attenuate noise from the Alvin's Island parking lot.
- The Owner would relocate the Alvin's island dumpster area away from Versaggi Drive.

The Owner verbally agreed to these terms.

Subsequent to the neighborhood meeting, the City received one additional email stating an inability to attend the meeting and noting their objection to the driveway connection. In addition to stating objection to the driveway, this property owner raised several concerns, including:

- Worry about increased traffic congestion in the Versaggi neighborhood, particularly at the intersection of Versaggi and S.R. A1A.
- Lack of maintenance of existing signs at Alvin's Island, including damaged or difficult to read do not enter signs, stop sign, etc.

SUMMARY

Per the terms of the 2017 settlement agreement, the Owner has a legal right to construct a driveway connection on Versaggi Drive with westbound left-turn ingress. Though the Owner has no right to expect more than this ingress connection, the City is not precluded from approving egress onto Versaggi Drive to provide for increased public safety. A driveway connection which includes a right-only egress onto Versaggi Drive provides increased public safety over a left-in only driveway. Allowing a right-only egress onto Versaggi Drive also provides increased public safety on S.R. A1A by providing more room for drivers desiring to go south on S.R. A1A to navigate to the northbound left turn lane to initiate a U-turn at the intersection of S.R. A1A and A1A Beach Boulevard. Public Works therefore recommends that the Alvin's Island driveway connection to Versaggi Drive be allowed to include both eastbound left-in ingress from Versaggi Drive and right-out only egress to Versaggi Drive.

ACTION REQUESTED

Authorize the Alvin's Island driveway connection to include a right-out only egress to Versaggi Drive in addition the westbound left-in connection that is provided for in the settlement agreement.


Exhibit 3
Date 12-7-06

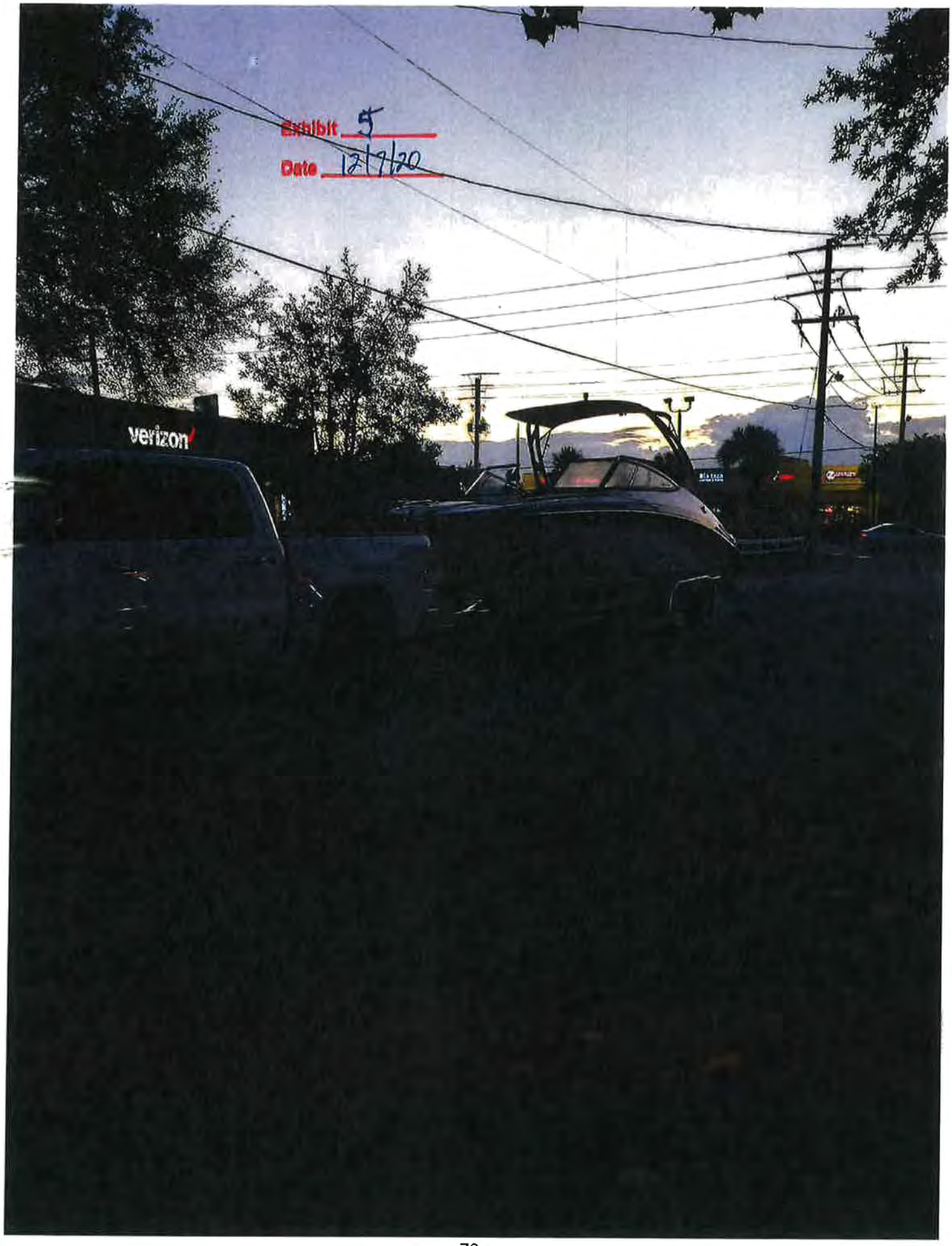
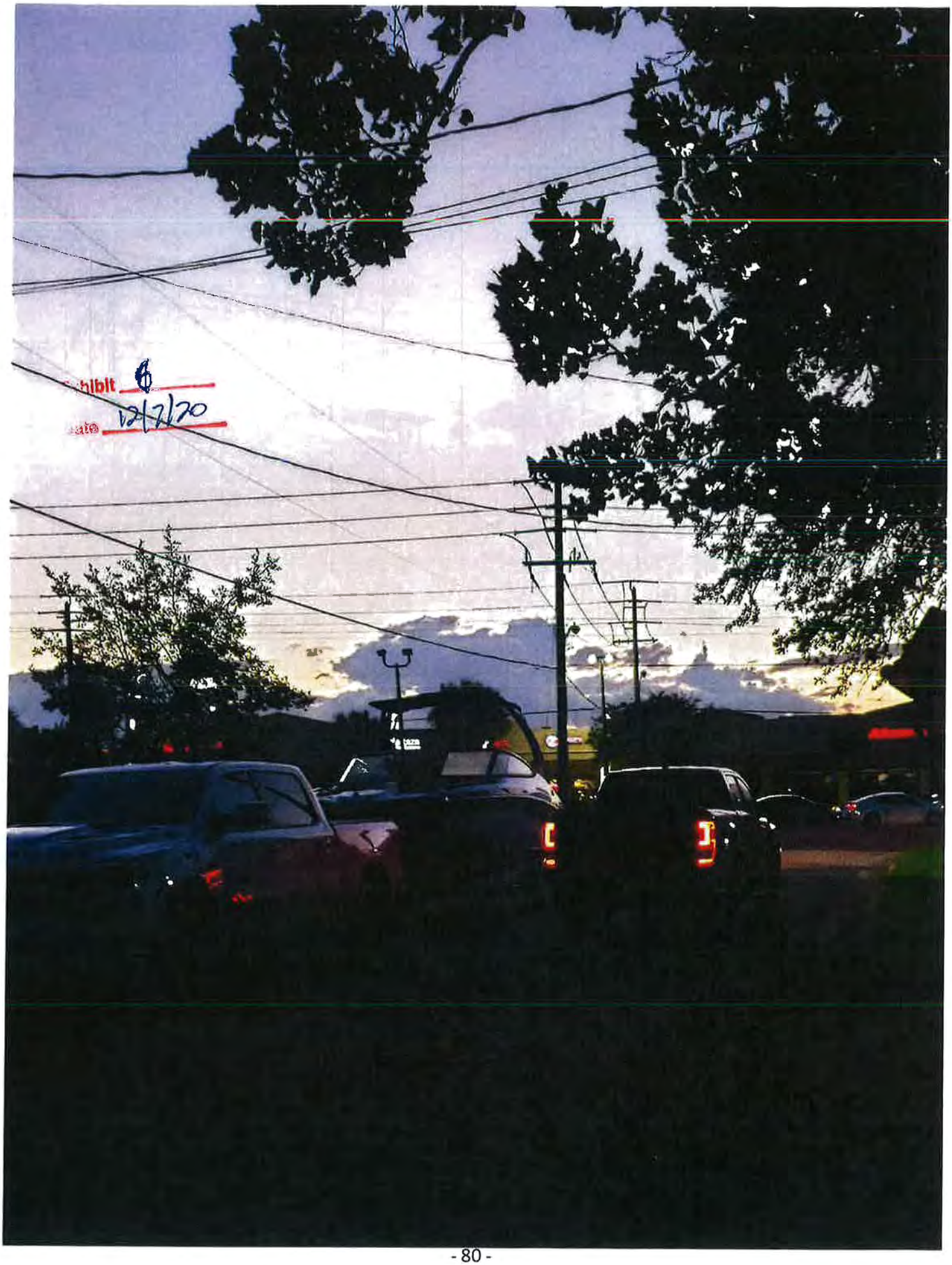
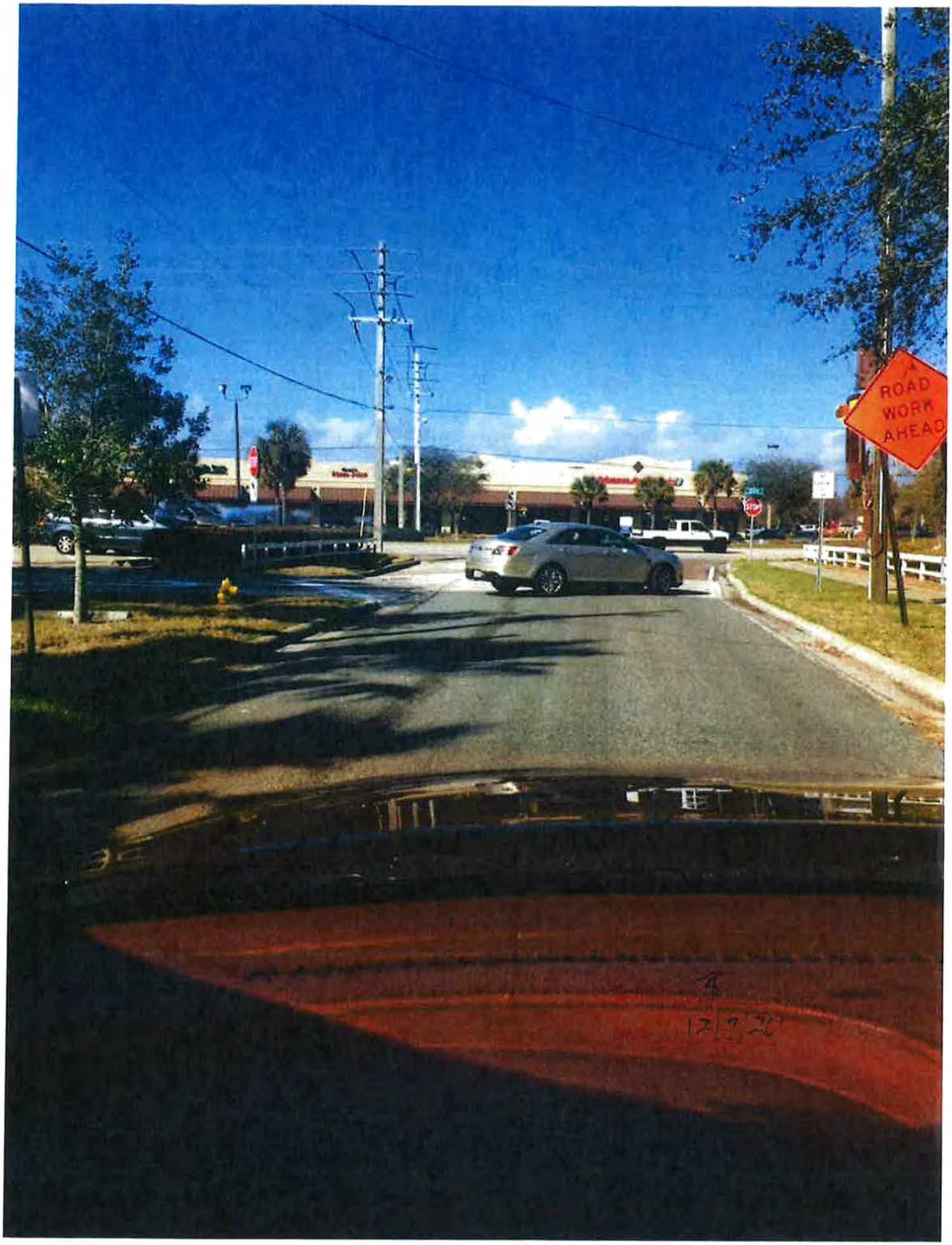


Exhibit 5
Date 12/9/20
verizon


hibit 6
12/7/20


ROAD
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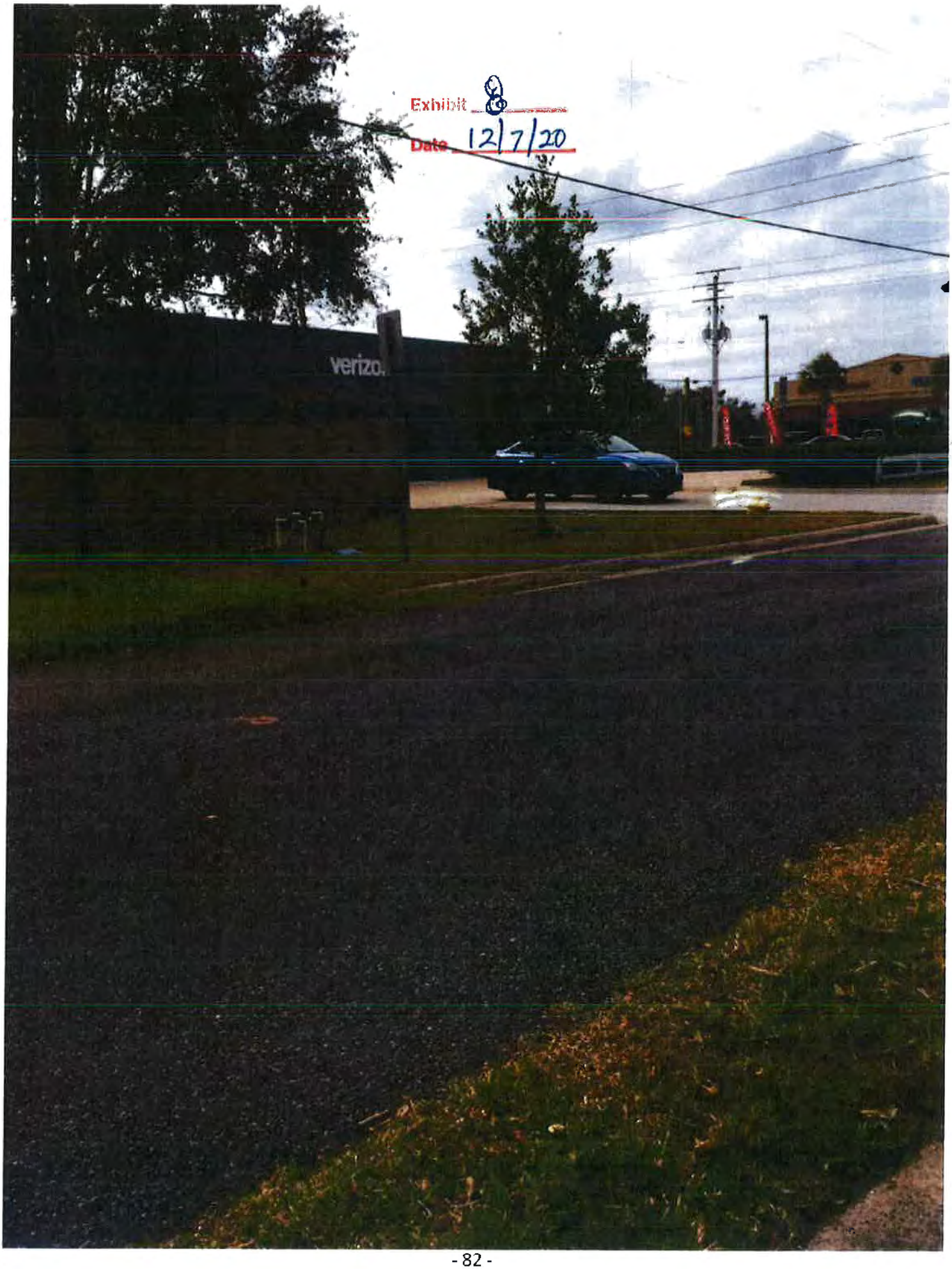


Exhibit 8
Date 12/7/20
verizo.

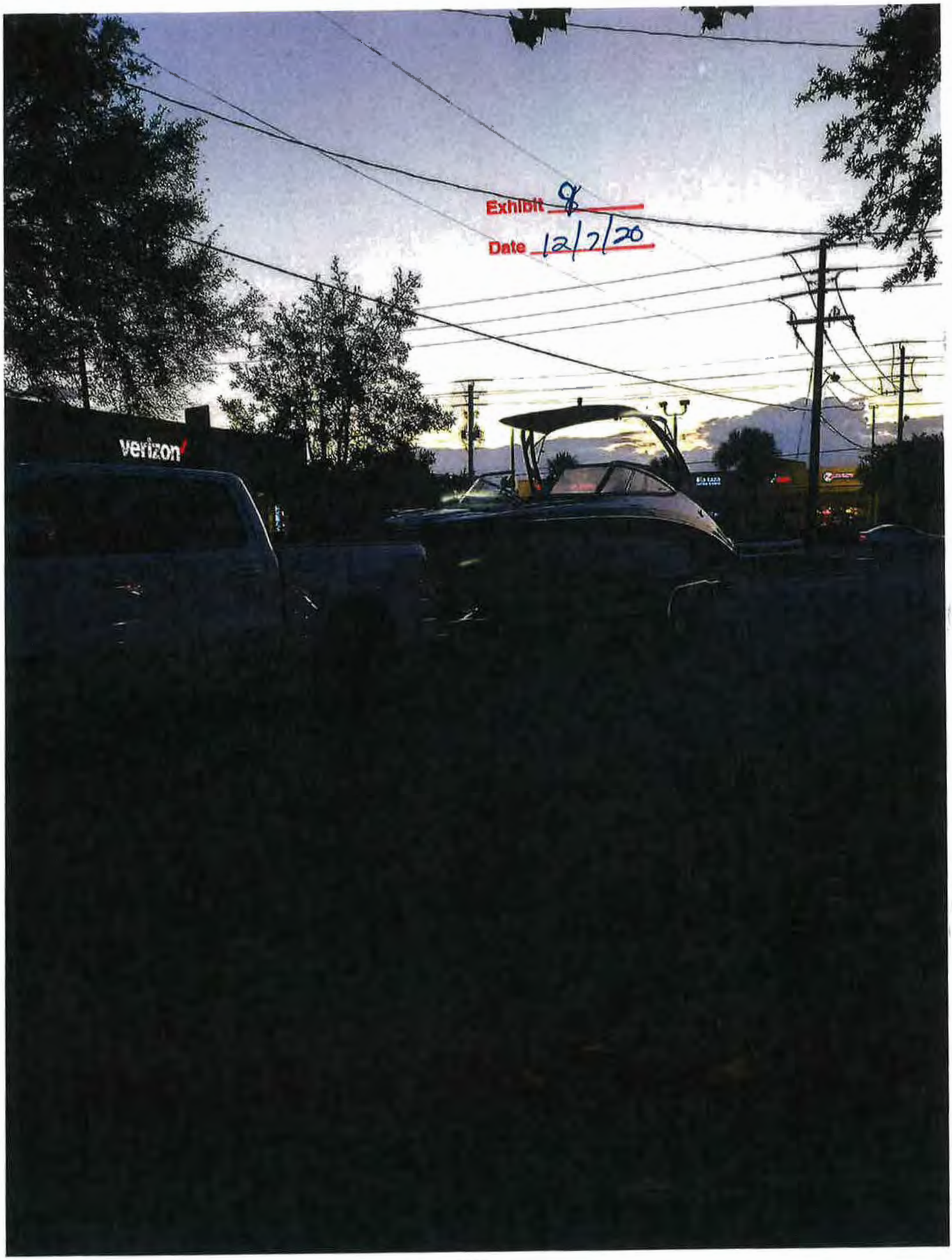


Exhibit 9
Date 12/2/20
verizon


Exhibit 10
Date 12/7/20
verizon

December 7, 2020

St. Augustine Beach Commission

Dear Commissioners,

The residents of the Linda Mar subdivision oppose the driveway(s) on Versaggi Drive that would allow an ingress and egress from Versaggi into Alvin's Island and all future driveways at the top of Versaggi.

54 residents have signed this letter requesting the city deny the proposal for this and all new driveways that would provide an ingress and egress off of Versaggi. We oppose these driveways for two primary reasons – **Safety and Poor Maintenance.**

Safety: (see attached photos)

Attached you will find photos of illegally parked cars, cars exiting from the "entrance only" driveway, and traffic congestion caused by the existing driveway into the Verizon store from Versaggi. These activities create a safety hazard for the residents of the Linda Mar Subdivision.

For example, a few photos show a truck towing a boat parked just beyond the no parking sign in front of Verizon. This truck/boat was blocking traffic into the neighborhood. Cars had to pause at the top of the street to wait for neighbors to exit. It is clear from these photos that drivers already need to negotiate the space at the top of Versaggi in order to enter and exit safely. If another driveway with an ingress and egress is added this will create further congestion and safety concerns.

You will also see photos of many cars exiting the "entrance only" driveway. This is a daily occurrence.

At the time, the entrance into Verizon was approved this commission indicated it would only approve new driveways if in fact, the existing driveway was being used properly. Clearly, by the attached photos you can see this is not the case.

Currently, we have a 3-way traffic flow at the top of Versaggi, since many patrons ignore the "do not enter" sign at the Verizon location and use it as an exit. Adding an ingress and egress into Alvin's would effectively create a 5-way traffic flow at the top of our street.

Additionally, as the shopping center to the south of Verizon is built and our neighborhood which currently has 86 homes, continues to experience growth additional traffic in and out of the neighborhood is only set to increase.

What is the city doing to protect the safety of residents and the integrity of this neighborhood and the elements that make our neighborhood and St. Augustine Beach an attractive place live?

Poor Maintenance: (see attached photos)

In 2018, the ingress was approved into the Verizon location. This driveway has not been properly maintained, signage has been damaged, pylons with reflectors placed to help deter exiting were almost immediately knocked down by cars and still remain on the ground today (with apparently no plans for repair). Residents witness patrons exit this facility disregarding the "do not enter" sign on a daily basis.

Mr. Edmunds also does not effectively maintain the signage at his current driveway that is an egress only to the north of Alvin's. Please see attached photos of a stop sign and a do not enter sign that are

Exhibit 11

Date 12/7/20

multiple years. Mr. Edmunds has not shown good faith and commitment to the safety of the patrons to his property, nor the safety of the neighbors surrounding the property.

We respectfully request that the St. Augustine Beach Commissioners take the safety and best interests of the residents, the people this ingress and egress would impact the most, as well as the safety of visitors, into this decision and vote NO on all new driveways at the top of Versaggi.

Finally, if this commission does in fact move forward with approving the driveways, we request that prior to any work beginning the residents of the Linda Mar subdivision be presented with at least 3 case studies with our exact specifications be shared with the residents. The case studies will demonstrate the proposed driveways have been completely investigated and do not present a safety hazard to residents.

Thank you.

Meg O'Connell

James Collie

The Residents of the Linda Mar Sub-division

Versaggi Drive Petition Signatures:

	Printed Name	Signature	Address
1.	Meg O'Connell		10 Versaggi Drive
2.	James Collie		10 Versaggi Drive
3.	Pat O'Connell		10 Oceanside Dr.
4.	Brendan O'Connell		10 Oceanside Dr.
5.	Irene Klucar		3 Carole Ct.
6.	Laurie dellita		29 Oceanside Cir
7.	Eric Dellita		29 Oceanside Cir
8.	Alicia Boyles		8 Versaggi Dr.
9.	Jonathan Boyles		8 Versaggi Dr.
10.	Flora Hennessy		16 Versaggi DR
11.	Laura Mosnoiek		17 Versaggi Dr.
12.	CAROL LEVY		29 Oceanside Cir
13.	Heather Ridgwatte		26 Versaggi Dr
14	Marilyn Chaney		9 Versaggi Dr.
15.	Mary Ann Chapelle		22 Oceanside Circle
16.	Robert Chapelle		22 Oceanside Circle
17.	Allene Niemiec		20 Versaggi Dr.
18.	Mark Niemiec		20 Versaggi Dr
19.	Will Chaney		9 Versaggi Dr
20.	ANGELO HERNANDEZ		19 Versaggi Dr
21.	REBECCA FAIRCLOTH		19 Versaggi Dr
22.	JOSH FIREBAUGH		7 Versaggi DR
23.	Kimberly Kirkpatrick		12 Versaggi DR
24.	Deborah Struhar		15 Versaggi Dr
25.	THERESE MARSHALL		29 Versaggi Dr
26.	MICHAEL JANTZ		30 VERSAGGI DR
27.	MARY SHELTON		30 VERSAGGI DR
28.	Amanda Rodriguez		32 Versaggi Dr
29.	Karen Knowles		5 Versaggi Place
30.	FRAN JOHNSON		33 Pinelle Merritt,

Exhibit 12

Date 12/1/20

Versaggi Drive Petition Signatures: Page 2

	Printed Name	Signature	Address
31.	DORIS HESSE	Doris Hesse	18 LINDA MAR DR.
32.	CAREN BECK	Caren Beck	18 Linda Mar Dr.
33.	JUSTIN WOOLIN	Justin Woolin	21 Versaggi Dr.
34.	William Woolin	William Woolin	21 Versaggi Dr.
35.	MARY Smith	Mary E Smith	32 Linda Mar Dr.
36.	Maili Barela	Maili Barela	2 Versaggi Drive
37.	Jose Barela	Jose Barela	2 Versaggi Dr
38.	Jeanne F. Drendell	Jeanne F. Drendell	4 Versaggi Dr
39.	Jackson M Drendell	Jackson M Drendell	3 Manatee Ct
40.	Robert E White	Robert E White	28 Versaggi Dr.
41.	Angela D. White	Angela D White	28 Versaggi Drive
42.	Donna Jung	Donna Jung	10 Linda Mar Dr
43.	DAN JUNG	Dan Jung	10 Linda Mar Dr
44	CATHY S HARRIS	Cathy S Harris	13 VERSAGGI DR
45.	Robert Boficano	Robert Boficano	2 Oceanside Dr
46.	Michele Defresne	Michele Defresne	2 Oceanside Dr
47.	[illegible]	[illegible]	33 Oceanside Circle
48.	Casey Zmijeski	Casey Zmijeski	25 Oceanside Circle
49.	Laura Zmijeski	Laura Zmijeski	27 Oceanside Circle
50.	Lois Hannabury-Deno	Lois Hannabury-Deno	4 Carole Ct
51.	Joseph Deno	Joseph L Deno	4 Carole Ct
52.	Pat Lawrence	Pat Lawrence	18 Versaggi Dr.
53.	Michelle Kaidor	Michelle Kaidor	2 Versaggi Drive
54.	Albert Kaidor	Albert Kaidor	18 Versagge Dr.
55.			
56.			
57.			
58.			
59.			
60.			

Agenda Item # 6

Meeting Date 1-5-15

MEMORANDUM

To: Mayor Samuels
Vice Mayor O'Brien
Commissioner George
Commissioner Snodgrass
Commissioner England

FROM: Max Royle, City Manager

DATE: December 17, 2014

SUBJECT: Versaggi Drive: Request by Mr. James Edmonds for Approval of Driveways to His Properties North and South of the Drive

BACKGROUND

Versaggi Drive is located on the east side of State Road A1A. It is the entry road to the Linda Mar subdivision. On the north side of the Drive is Alvin's Island, while on the south side is a now closed commercial building. When it was first built, this building was a Texaco Lube business; later, it became the location of a used furniture store. To the south of this closed building is a Goodwill Collection store, which was formerly a Papa John's Pizza shop; and to the south of Goodwill is the Ocean Extreme Sports store. Ingress and egress for both commercial properties is from the State highway. Several times over the years since the two commercial properties were developed in the early 1990s, the properties' owner, Mr. James Edmonds, has asked the City to allow access to the properties from Versaggi Drive. Each time his request has been denied, because of opposition from the residents of the subdivision, who maintain that Versaggi Drive is a residential street because it is the entry/exit road for a residential subdivision.

The last time the Versaggi Drive/driveway issue was considered was in early 2009. The Planning Board at its January 20th meeting recommended to the Commission that access from Versaggi be denied. Then, at the Commission's February 2nd meeting, a Linda Mar resident under Public Comments asked about the access issue, and was told by the City Manager of the Planning Board's recommendation and that Mr. Edmond's had not requested that the Commission hold a public hearing on the issue.

In 2014, Mr. Edmonds applied again to the Planning Board for a recommendation to you that driveways to his two properties be allowed from Versaggi Drive. The Board considered this request at its December 16th meeting and recommended to you:

that you approve the driveways as requested.

The vote was unanimous, 7-0.

PLEASE NOTE: Letters were sent to all the Linda Mar subdivision residents, notifying them that the request for the driveways would be discussed by the Planning Board at its December 16th meeting. Only two residents were at the meeting, and only one of them spoke. She opposed the driveways.

ATTACHMENTS

Attached for your review is the following information:

a. Pages 1-9, the information that was provided to the Planning Board.

b. Page 20, a memo from the Board's secretary, Ms. Bonnie Miller, in which she states the Board's recommendation to you.

ACTION REQUESTED

It's that you discuss Mr. Edmonds' request and the Planning Board's recommendation, and that you decide whether to allow or not allow a driveway from Versaggi Drive to each of Mr. Edmonds' properties.

Memorandum

TO: Members of the Comprehensive Planning and Zoning Board

FROM: Gary Larson, Director of Building and Zoning

DATE: December 11, 2014

RE: Versaggi Drive Driveways

This request is coming before the Board again for review and recommendation to the City Commission to approve or deny the request. Requested is placement of two driveways on the north and south sides of Versaggi Drive. The justification for the request is the only access to Alvin's Island at 3848 A1A South, on the north side, and the strip center at 3900 A1A South, on the south side, is from A1A South.

Numerous individuals turn onto Versaggi Drive with the thought that a driveway to these properties will be from Versaggi Drive. This lack of an entry driveway causes individuals to enter Linda Mar Subdivision and make U-turns or use residents' driveways to turn around. The four residents at the intersection of Versaggi Drive and Linda Mar Subdivision are affected the most by this action to egress back to A1A South. In the past, these individuals have had damage done to their yards which have required placing impediments to keep their lawns and yards from being damaged.

Past appearances before the Board have reflected opposition to this request by Linda Mar Subdivision residents. Staff expects the same with this again being placed before the Board. Please remember, the Board is to provide a recommendation on this request to the City Commission.

The possible argument may be presented that Versaggi Drive is a residential street and access shall not be through an area designed and approved for residential lots, per **Section 6.02.06, Access, subparagraph D.1.**, of the City's Land Development Regulations. Review of the 1964 zoning map for the City reflects that the lots owned by the applicant were zoned BU-1A, which was the original commercial use designation. Linda Mar Subdivision was zoned R2 for residential use. The Board will most likely have to make a determination for the stipulation.

Sec. 6.02.06. Access.

All proposed development shall meet the following standards for vehicular access and circulation:

A. *Number of access points.*

1. All projects shall have access to a public right-of-way.
2. Notwithstanding the provisions in paragraph 1. above:
   a. A nonresidential development, or a multifamily residential development, on a corner lot may be allowed two (2) points of access. However, no more than one (1) access shall be onto an arterial.

B. *Separation of access points.*

1. The separation between access points onto arterial and collector roadways, or between an access point and an intersection of an arterial or collector with another road, shall be as shown in the following table:

Functional Class of Roadway	*Distance Between Access Points*
Arterial	250 feet
Collector	140 feet

2. The distance between access points shall be measured from the centerline of the proposed driveway or roadway to the centerline of the nearest adjacent roadway or driveway.

C. *Alternative designs.* Where natural features or spacing of existing driveways and roadways cause the foregoing access requirements to be physically infeasible, alternate designs may be approved as a part of issuing the final development order.

D. *Access to residential lots.*

1. Access to nonresidential uses shall not be through an area designed, approved, or developed for residential use.
2. All lots in a proposed residential subdivision shall have frontage on and access from an existing street meeting the requirements of this Code.

(Ord. No. 91-7, § 2)

Sec. 6.02.07. Standards for drive-up facilities.

A. *Generally.* All facilities providing drive-up or drive-through service shall provide on-site stacking lanes in accordance with the following standards.

B. *Standards.*

1. The facilities and stacking lanes shall be located and designed to minimize turning movements in relation to the driveway access to streets and intersection.
2. The facilities and stacking lanes shall be located and designed to minimize or avoid conflicts between vehicular traffic and pedestrian areas such as sidewalks, crosswalks, or other pedestrian access ways.
3. A by-pass lane shall be provided.
4. Stacking lane distance shall be measured from the service window to the property line bordering the furthest street providing access to the facility.
5. Minimum stacking lane distance shall be as follows:
   a. Financial institutions shall have a minimum distance of two hundred (200) feet. Two (2) or more stacking lanes may be provided which together total two hundred (200) feet.
   b. All other uses shall have a minimum distance of one hundred twenty (120) feet.
6. Alleys or driveways in or abutting areas designed, approved, or developed for residential use shall not be used for circulation of traffic for drive-up facilities.
7. Where turns are required in the exit lane, the minimum distance from any drive-up station to the beginning point of the curve

Kimley»Horn

November 24, 2014

Mr. Gary Larson
Building Official/Director
City of St. Augustine Beach Building and Zoning Department
2200 A1A South
St. Augustine Beach, Florida 32080

RE: Development Plan Review
Proposed Driveway Modifications - Versaggi Drive Commercial Parcels
City of St. Augustine Beach, Florida

Dear Mr. Larson:

Kimley-Horn is pleased to submit this Development Review application on behalf of the James Edmonds III Living Trust ("Applicant") for the proposed driveway modifications at the Versaggi Drive Commercial parcels designated as having St. Johns County Parcel Identification Numbers (PINs) 174530-0050 and 174510-5000. Please see Attachment A for a Location Map and Attachment B for an Aerial. The following paragraphs and attached documents further outline the specific improvements proposed and include the supporting information as required by the City of St. Augustine's ("City's") Code of Ordinances, Section 12.02.05 – Major Development.

Existing Conditions

The following items outline the existing conditions information required by the City's Code of Ordinances for review of a Major Development:

a. *The location of existing property or right-of-way lines, streets, buildings, transmission lines, sewers, culverts, drain pipes, water mains, fire hydrants, and any public or private easements.*

Generally, the subject parcels are located in the northeast and southeast quadrants of the SR A1A/Versaggi Drive intersection. Both parcels are fully developed with commercial/retail uses. Please see Attachment C for surveys of the two subject parcels identifying the surficial features on both parcels.

b. *Any land rendered unusable for development purposes by deed restrictions or other legally enforceable limitations.*

None that would affect construction of the driveway improvements proposed.

c. *Contour lines at two (2) foot intervals.*

The subject parcels have been cleared, graded and developed with commercial/retail uses. The developed parcels are generally flat with minimal grade change. Based on available topographic information, the existing elevations on the parcels range from approximately 11.5 to 13.5 feet above mean sea level. The existing buildings on the property have finished floor elevations ranging from 13.00 to 13.65 feet.

d. *All water courses, water bodies, floodplains, wetlands, important natural features, soil types and vegetative cover.*

Please see the survey for each parcel included as Attachment C.

e. *The approximate location of any environmentally sensitive zones.*

There are no environmentally sensitive zones affected by construction of the driveway improvements proposed.

f. *Existing land use district of the parcel.*

Both parcels lie within the City's Commercial land use district.

g. *Any endangered species of animal, bird or other forms of wildlife in the proposed development area.*

The two subject parcels are developed with commercial/retail uses that do not support habitat conducive to endangered species of animal, bird, or other forms of wildlife. No impacts to endangered species are anticipated in association with the driveway improvements proposed.

h. *Listing of any historic structures or sites on the property or a statement that the site does not contain any historic resources.*

The site does not contain any historic resources.

Proposed Development Activities and Design

The following items further outline the proposed development activities and design information required by the City's Code of Ordinances for review of a Major Development:

a. *The approximate location and intensity or density of the proposed development.*

The Applicant proposes the construction of two new access driveways to the subject parcels and the reconfiguration of one driveway to the northern-most parcel. Please see Attachment D for an exhibit depicting the proposed driveway improvements. As depicted in Attachment D, one new full access driveway connecting to Versaggi Drive is proposed to/from the southern-most parcel. For the northern-most parcel, one new full access driveway is proposed to/from Versaggi Drive and the reconfiguration of the right-in only driveway to a right-in/right-out only driveway is proposed to/from SR A1A.

b. *A general parking and circulation plan.*

Please see the proposed improvement plan included in Attachment D.

c. *Points of ingress to and egress from the site.*

Please see the proposed improvement plan included in Attachment D.

d. *Existing and proposed stormwater management systems on the site and proposed linkage, if any, with existing or planned public stormwater management systems.*

Please see the proposed improvement plan included in Attachment D.

e. *Proposed location and sizing of potable water and waste water facilities to serve the proposed development, including required improvements or extensions of existing offsite facilities.*

The proposed driveway improvements do not include potable water and waste water facility improvements.

f. *Proposed open space areas on the development site and types of activities proposed to be permitted on them.*

Please see the proposed improvement plan included in Attachment D. No changes to permitted activities on the open space areas are proposed.

g. Lands to be dedicated or transferred to the public and the purposes for which the lands will be held and used.

Not applicable.

h. Preliminary architectural elevations of all buildings sufficient to convey the basic architectural intent of the proposed improvements.

No building improvements are proposed.

i. The impact of the development on the emergency evacuation routes in the city.

The proposed driveway improvements are not anticipated to have any adverse impacts to emergency evacuation routes.

j. Projected average daily traffic.

The driveway improvements are proposed to improve site access and circulation and do not contemplate adding any new enclosed building area to the subject parcels. Therefore, no increase in project trips generated by the site is anticipated.

Please do not hesitate to contact me at (904) 828-3900 or bill.schilling@kimley-horn.com should you have any questions regarding the information contained in this application.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.

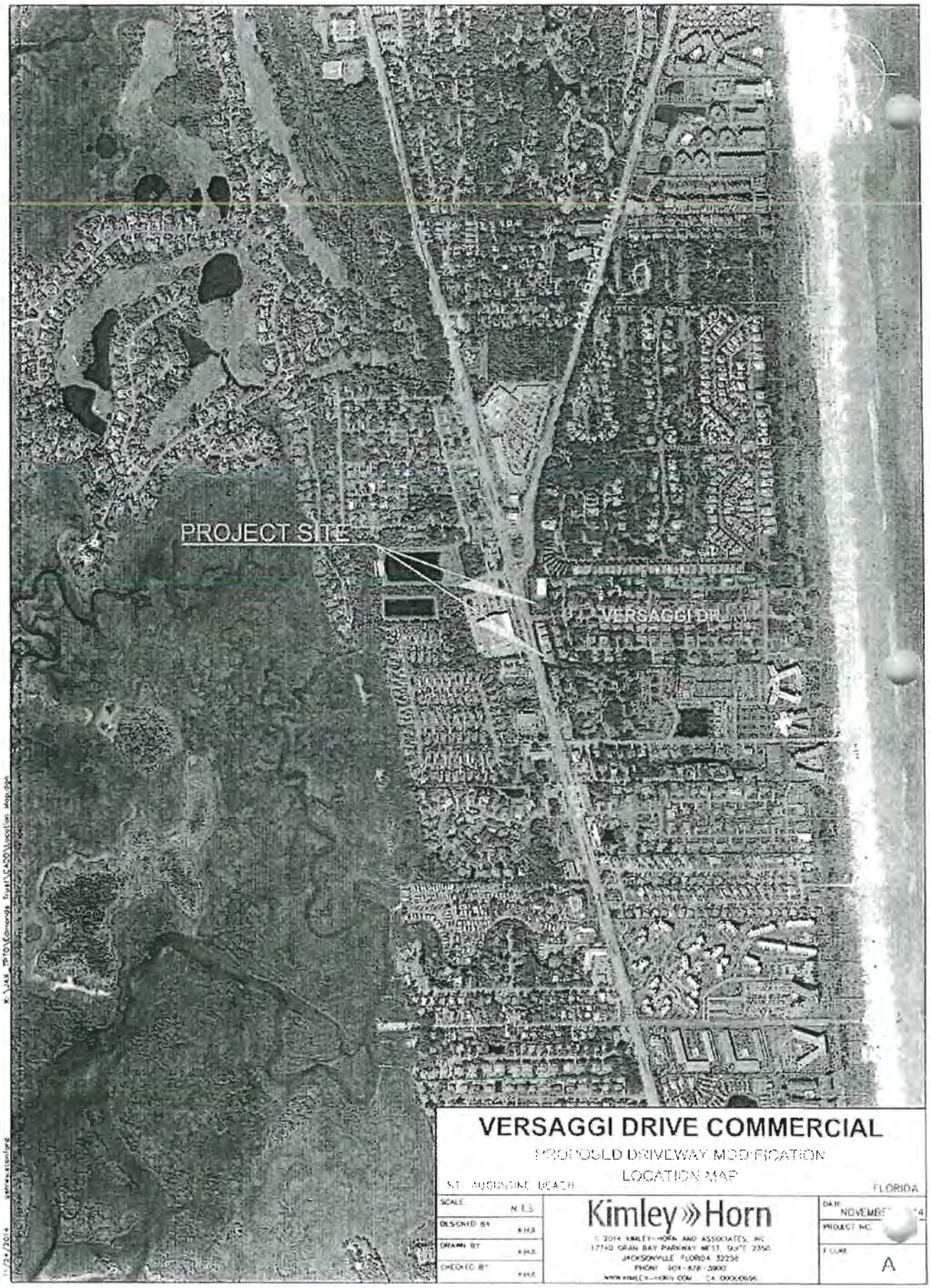
William J. Schilling Jr., P.E.
Vice President

Attachments

cc: Steve Edmonds

Attachment A

Location Map



VERSAGGI DRIVE COMMERCIAL

PROPOSED DRIVEWAY MODIFICATION

LOCATION MAP

ST. AUGUSTINE BEACH FLORIDA

SCALE	N.T.S.
DESIGNED BY	K.H.S.
DRAWN BY	K.H.S.
CHECKED BY	K.H.S.

Kimley»Horn

12740 GRAN BAY PARKWAY WEST, Suite 2350
JACKSONVILLE, FLORIDA 32258
PHONE: 904-828-3900
www.kimley-horn.com CA 000000096

DATE	NOVEMBER 2014
PROJECT NO.	
FIGURE	A

Attachment B

Aerial

VERSAGGI DRIVE COMMERCIAL

PROPOSED DRIVEWAY MODIFICATION

AERIAL

ST. AUGUSTINE BEACH FLORIDA

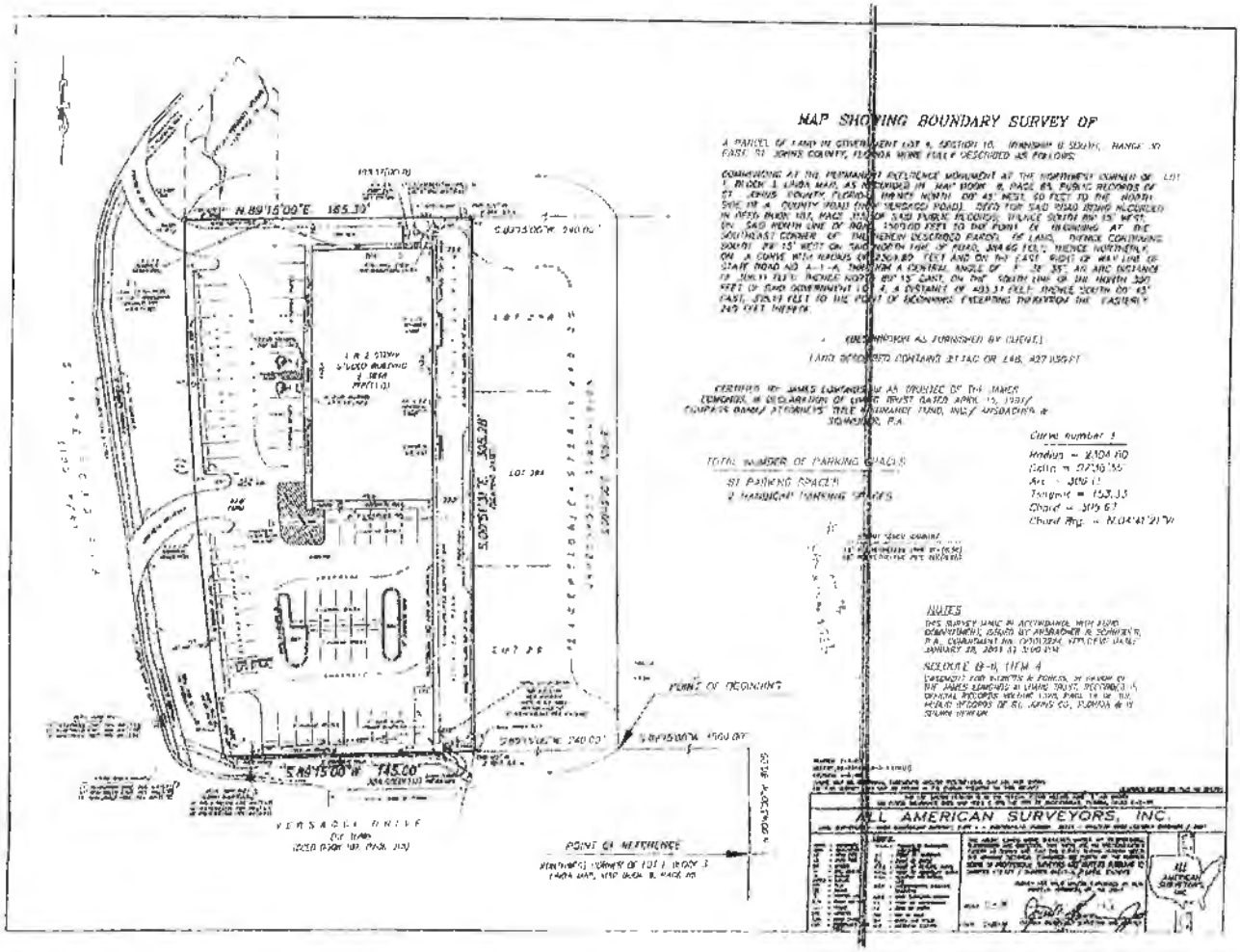
SCALE	N.T.S.
DESIGNED BY	KPA
DRAWN BY	KPA
CHECKED BY	KPA

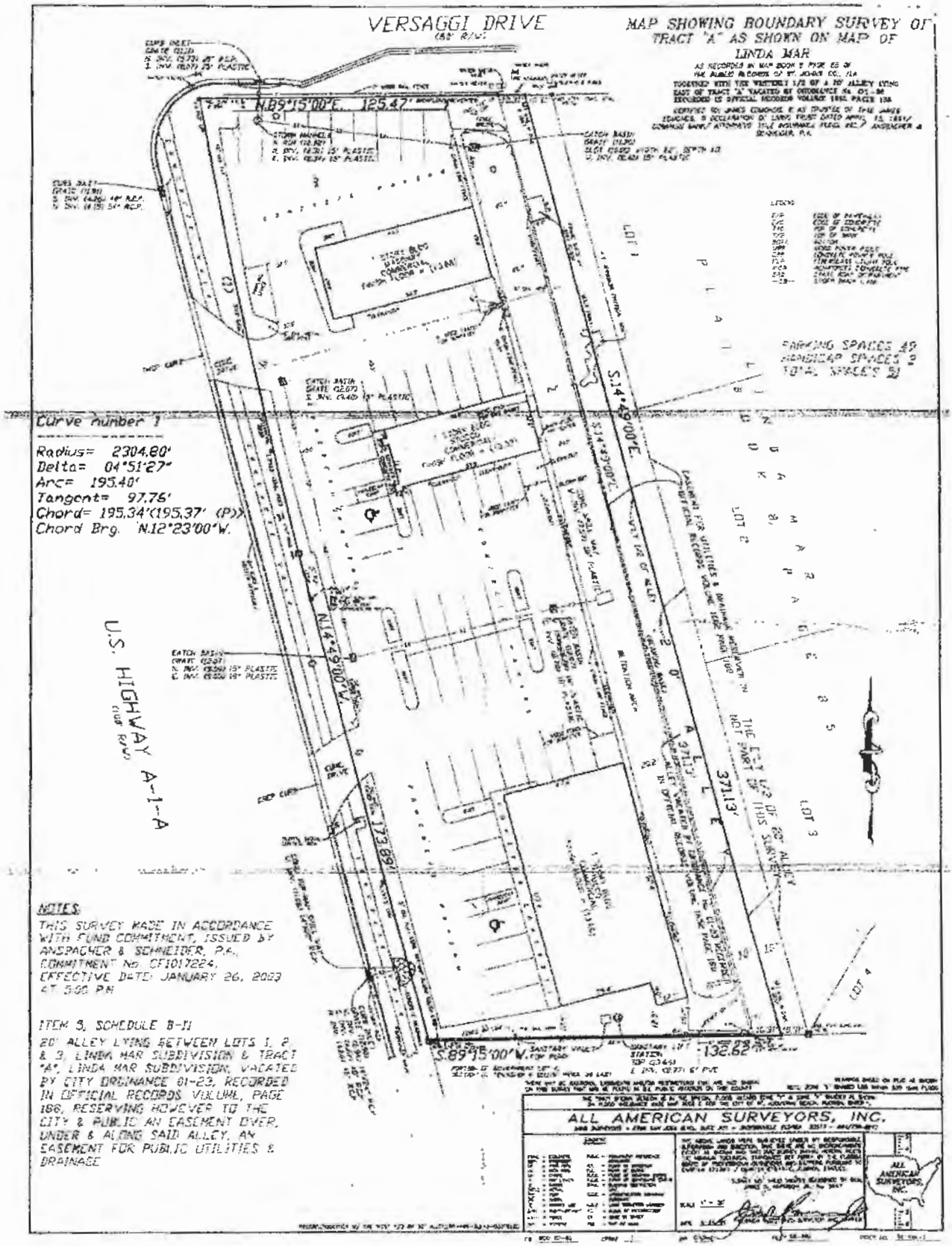
Kimley»Horn

DATE	NOVEMBER
PROJECT NO.	
FIGURE	B

Attachment C

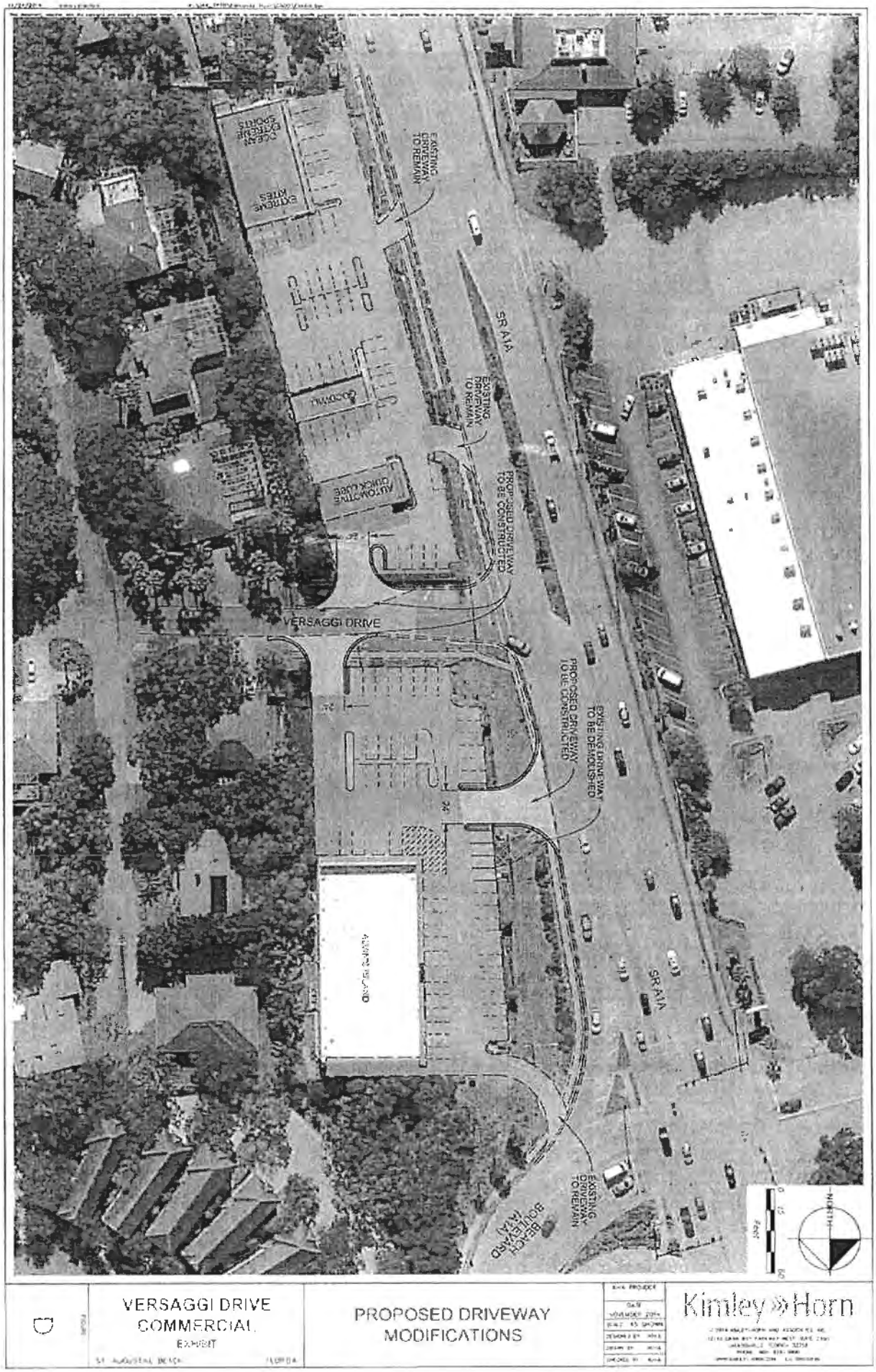
Surveys


MAP SHOWING BOUNDARY SURVEY OF
ALL AMERICAN SURVEYORS, INC.
POINT OF BEGINNING
POINT OF REFERENCE
VERSAILLES DRIVE
TOTAL NUMBER OF PARKING SPACES
81 PARKING SPACES
2 HANDICAP PARKING SPACES
NOTES
SCHEDULE B-II, ITEM 4


VERSAGGI DRIVE
(80' R/W)
MAP SHOWING BOUNDARY SURVEY OF TRACT "A" AS SHOWN ON MAP OF LINDA MAR
N.89°15'00"E. 125.47'
S.14°49'00"E.
N.14°49'00"W.
S.89°15'00"W. 132.62'
371.13'
173.86'
U.S. HIGHWAY A-1-A
(100' R/W)
LINDA MAR
PARKING SPACES 49
HANDICAP SPACES 0
TOTAL SPACES 49
Curve Number 1
Radius= 2304.80'
Delta= 04°51'27"
Arc= 195.40'
Tangent= 97.76'
Chord= 195.34'(195.37' (P))
Chord Brg. N.12°23'00"W.
THE EAST LINE OF THIS SURVEY
NOTES:
THIS SURVEY MADE IN ACCORDANCE WITH FUND COMMITMENT, ISSUED BY ANSPACHER & SCHNEIDER, P.A., COMMITMENT No. CF1017224, EFFECTIVE DATE: JANUARY 26, 2003 AT 5:00 P.M.
ITEM 3, SCHEDULE B-II
20' ALLEY LYING BETWEEN LOTS 1, 2, & 3, LINDA MAR SUBDIVISION & TRACT "A", LINDA MAR SUBDIVISION, VACATED BY CITY ORDINANCE 01-23, RECORDED IN OFFICIAL RECORDS VOLUME, PAGE 186, RESERVING HOWEVER TO THE CITY & PUBLIC AN EASEMENT OVER, UNDER & ALONG SAID ALLEY, AN EASEMENT FOR PUBLIC UTILITIES & DRAINAGE
ALL AMERICAN SURVEYORS, INC.

Attachment D

Proposed Driveway Modifications Exhibit



VERSAGGI DRIVE COMMERCIAL
EXHIBIT

PROPOSED DRIVEWAY MODIFICATIONS

Kimley»Horn

Property Record Card

STRAP	1745105000	**Tax District**	SS1
Mailing Address		**Neighborhood Code**	2305.03
C/O THE EDMONDS COMPANY INC, 9309 OLD KINGS RD S STE 1, JACKSONVILLE, FL, 32257-6180		**Use Code/Description**	1100/Stores
		Sec-Town-Range	10 - 8 - 30
Site Address		**Property Map**	Click here for Desktop Click here for Mobile
3848 A1A S SAINT AUGUSTINE, 32080-0000			
Total Land Value	$942,480.00	**Acreage**	1.08
Total Building Value	$410,098.00	**Total Market(Just) Value**	$1,365,472.00
Total Extra Features	$12,894.00	**Assessed Value**	$1,009,496.00
Homestead Exempt	$0.00	**Taxable Value**	$1,009,496.00

Owner Name(s)	Legal Description
EDMONDS JAMES III LIVING TRUST	7-1 PT OF GL 4 LYING E OF A1A
EDMONDS JAMES III	& N OF VERSAGGI DR - 306.11FT
	ON A1A OR1266/1798

Sales Information

Sale Date	Adjusted Price	Book&Page	Instrument Code	Qualified	Vacant or Improved	Reason Code
09/24/1997	$350,000.00	1266 & 1798	WD	Q	V	01
05/01/1986	$0.00	705 & 1349		U	V	11

Building Number 1

Site Address:	3848 A1A S SAINT AUGUSTINE, 32080-0000		
Building Type/Desc:	1102/Stores (Discount)	**Building Model/Desc:**	04 /COMMERCIAL BLDGS
Year Built:	1998	**Heated/Cooled Area:**	10010
Gross Area:	10010	**Building Sketch (Descriptions)**	click here to see sketch
Building Value:	$410,098.00		

Structural Elements (Descriptions)

Building Number	Element Code	Element Description	Type Code	Type Description
1	EW	Exterior Wall	15	Concrete Stucco
1	EW	Exterior Wall	11	Concrete Block
1	RS	Roofing Structure	9	Rigid Frame
1	RC	Roofing Cover	7	Built Up
1	IW	Interior Walls	3	Drywall
1	IF	Interior Flooring	5	Carpet
1	IF	Interior Flooring	7	Ceramic Tile
1	HT	Heating Type	1	Air Duct
1	AC	Air Conditioning	1	Central
1	FR	Frame	3	Masonry
1	PL	Plumbing	4	4 FIXTURES
1	EL	Electrical	2	Average
1	FN	Foundation	5	Concrete Perimeter Footing
1	IN	Insulation	23	2" Fiberglass
1	FS	Floor System	1	Concrete Slab
1	CN	Condition	5	Good

Extra Features

Code	Description	Year Built	Units	Unit Price	Adj Unit Price	Condition %	Depreciated Value
CONC	CONC PAV 4	1998	28993.00	1.07	1.07	32.0	$9,927.00
FENCE	METAL 6'	1998	164.00	6.63	6.63	32.0	$348.00
WDFNCE	WOOD FENCE	1998	292.00	9.87	9.87	20.0	$576.00
LIGHT	POLE LIGHT	1998	60.00	105.00	105.00	20.0	$1,260.00
CURB	CURB	1998	195.00	7.00	7.00	32.0	$437.00
STOPS	STOPS	1998	60.00	18.00	18.00	32.0	$346.00

1	EL	Electrical	2	Average
1	FN	Foundation	5	Concrete Perimeter Footing
1	FS	Floor System	1	Concrete Slab
2	EW	Exterior Wall	15	Concrete Stucco
2	RS	Roofing Structure	9	Rigid Frame
2	RC	Roofing Cover	2	Built Up
2	IW	Interior Walls	3	Drywall
2	IF	Interior Flooring	7	Ceramic Tile
2	HT	Heating Type	1	Air Duct
2	AC	Air Conditioning	1	Central
2	FR	Frame	3	Masonry
2	PL	Plumbing	8	8 FIXTURES
2	EL	Electrical	2	Average
2	FN	Foundation	5	Concrete Perimeter Footing
2	IN	Insulation	23	2" Fiberglass
2		Floor System	1	Concrete Slab
2	CN	Condition	4	Average
3	EW	Exterior Wall	15	Concrete Stucco
3	RS	Roofing Structure	9	Rigid Frame
3	RC	Roofing Cover	4	Concrete Tile
3	RC	Roofing Cover	2	Built Up
3	IW	Interior Walls	3	Drywall
3	IF	Interior Flooring	5	Carpet
3	HT	Heating Type	1	Air Duct
3	AC	Air Conditioning	1	Central
3	FR	Frame	3	Masonry
3	PL	Plumbing	8	8 FIXTURES
3	EL	Electrical	2	Average
3	FN	Foundation	5	Concrete Perimeter Footing
3	FS	Floor System	1	Concrete Slab
3	CN	Condition	5	Good
3	IN	Insulation	23	2" Fiberglass

Extra Features

Code	Description	Year Built	Units	Unit Price	Adj Unit Price	Condition %	Depreciated Value
CONC	CONC PAV 4	1998	24119.00	1.07	1.07	70.0	$18,065.00
FENCE	METAL 6'	1998	205.00	6.63	6.63	70.0	$951.00
WDFNCE	WOOD FENCE	1998	482.00	9.87	9.87	70.0	$3,330.00
LIGHT	POLE LIGHT	1998	60.00	105.00	105.00	70.0	$4,410.00
STOPS	STOPS	1998	40.00	18.00	18.00	70.0	$504.00
WDFNCE	WOOD FENCE	1998	12.00	9.87	9.87	70.0	$83.00
GATE	GATE	1998	66.00	6.00	6.00	70.0	$277.00
WDFNC2	COMM WOOD FENCE	2012	132.00	9.87	9.87	80.0	$1,043.00

Previous Parcel (1745300001) **Next Parcel (1745310000)**

Property Record Card

STRAP	1745300050	Tax District	551
Mailing Address		Neighborhood Code	2305.03
9309 OLD KINGS RD S STE 1-A, JACKSONVILLE, FL, 32259-0000		Use Code/Description	1200/Mixed Use (Store/Office/Residential Combo)
		Sec-Town-Range	10 - 8 - 30
Site Address		Property Map	Click here for Desktop Click here for Mobile
3900 A1A S SAINT AUGUSTINE, 32080-0000			
Total Land Value	$476,860.00	Acreage	1.09
Total Building Value	$194,199.00	Total Market(Just) Value	$699,722.00
Total Extra Features	$28,663.00	Assessed Value	$699,722.00
Homestead Exempt	$0.00	Taxable Value	$699,722.00

Owner Name(s)	Legal Description
EDMONDS JAMES III LIVG TRUST	B-85 LINDA MAR SUB TRACT A &
EDMONDS JAMES III TRUSTEE	W1/2 VACATED ALLEY LYING E
	OR1255/988 & 1269/696(Q/C) &
	CITY ST AUG BCH ORD#01-23

Sales Information

Sale Date	Adjusted Price	Book&Page	Instrument Code	Qualified	Vacant or Improved	Reason Code
09/25/1997	$100.00	1269 & 696	QC	U	V	11
08/01/1997	$290,000.00	1255 & 988	WD	Q	V	01
12/18/1996	$80,000.00	1218 & 347	WD	U	V	11
12/17/1993	$100.00	1032 & 87	WD	U	V	11
10/29/1993	$84,000.00	1018 & 1763	WD	U	V	11
07/01/1988	$400,000.00	794 & 581		Q	V	01
07/01/1988	$400,000.00	794 & 581		Q	I	01
01/01/1979	$75,000.00	416 & 54		U	V	11

Building Number 1

Site Address:	3900 A1A S SAINT AUGUSTINE, 32080-0000		
Building Type/Desc:	1200/Mixed Use (Store/Office/Residential Combo)	Building Model/Desc:	06 /WAREHOUSE
Year Built:	1998	Heated/Cooled Area:	2268
Gross Area:	2268	Building Sketch (Descriptions)	click here to see sketch
Building Value:	$13,967.00		

Building Number 2

Site Address:	3900 A1A S SAINT AUGUSTINE, 32080-0000		
Building Type/Desc:	1101/Stores (Retail)	Building Model/Desc:	04 /COMMERCIAL BLDGS
Year Built:	1998	Heated/Cooled Area:	1265
Gross Area:	1265	Building Sketch (Descriptions)	click here to see sketch
Building Value:	$43,270.00		

Building Number 3

Site Address:	3900 A1A S SAINT AUGUSTINE, 32080-0000		
Building Type/Desc:	1101/Stores (Retail)	Building Model/Desc:	04 /COMMERCIAL BLDGS
Year Built:	1998	Heated/Cooled Area:	3948
Gross Area:	3948	Building Sketch (Descriptions)	click here to see sketch
Building Value:	$136,962.00		

Structural Elements (Descriptions)

Building Number	Element Code	Element Description	Type Code	Type Description
1	EW	Exterior Wall	11	Concrete Block
1	RS	Roofing Structure	9	Rigid Frame
1	RC	Roofing Cover	2	Built Up
1	IF	Interior Flooring	4	Concrete Finish
1	FR	Frame	3	Masonry
1	PL	Plumbing	6	6 FIXTURES

Bonnie Miller

From: Gary Larson
Sent: Monday, December 15, 2014 1:15 PM
To: Bonnie Miller
Subject: FW: Request for Business Access from Versaggi Drive

-----Original Message-----
From: Deborah Struhar [mailto:dstruhar@comcast.net]
Sent: Monday, December 15, 2014 12:30 PM
To: Gary Larson
Subject: Request for Business Access from Versaggi Drive

Dear Mr. Larson,

As property owners and residents, we remain strongly opposed to allowing business access from Versaggi Drive.

Thank you for the opportunity to give our input.

Michael & Deborah Struhar
15 Versaggi Drive
St. Augustine Beach, FL 32080

Sent from my iPad.

MEMO

To: Max Royle, City Manager
From: Bonnie Miller, Administrative Assistant II
Subject: Request for Business Access from Versaggi Drive
Date: Wednesday, December 17, 2014

Please be advised that at its regular monthly meeting held Tuesday, December 16, 2014, the City of St. Augustine Beach Comprehensive Planning and Zoning Board voted unanimously to recommend the City Commission approve a request for business access from Versaggi Drive for two commercial properties.

The request was filed by William J. Schilling Jr., P.E., Vice-President, Kimley-Horn and Associates Inc., 12740 Gran Bay Parkway West, Suite 2350, Jacksonville, Florida, 32258, on behalf of James Edmonds III Living Trust, 9309 Old Kings Road South, Suite 1-A, Jacksonville, Florida, 32259, for business access from Versaggi Drive, consisting of the construction of two new full access driveways to the commercial properties at 3848 State Road A1A South, currently occupied by Alvin's Island, located north of Versaggi Drive, and 3900 State Road A1A South, located south of Versaggi Drive, and the reconfiguration of the right-in only driveway for the northern-most property at 3848 State Road A1A South to a right-in/right-out only driveway from State Road A1A South.

Mr. Bradfield made the motion to recommend the City Commission approve the request for business access from Versaggi Drive as proposed for the above-described commercial properties. The motion was seconded by Ms. Zander and passed unanimously 7-0 by roll-call vote.

AGENDA ITEM #6

To: Planning & Zoning / City Commission

We are writing as concerned Residents/Property Owners of the Saint Augustine Beach community (Linda Mar and Overby & Gargan Subdivisions). We live at 37 Linda Mar Drive which is a property directly adjacent to where a proposed business access may be inserted. We apologize for not being able to present our concerns in person but we can and will be present for any future hearings on this matter. The following are our concerns and our opposition to the proposal in question.

1. Our main concern is the safety and the danger these accesses will create. Versaggi Drive is the single access and exit for our two sub-divisions. Traffic around our property will increase. It is already busy and the proposed changes will only increase that traffic flow.
2. There will be an increase in noise directly behind and around our property.
3. Loss of privacy due to removal of trees behind our property.
4. We anticipate a significant expense to move our fence, palm trees and shed. When we purchased the house the fence, trees and shed were already in place. We want to acknowledge that we have been notified that they are currently in the right-of-way.
5. It has been indicated that we put cones in our driveway because of the traffic. We consider this a small inconvenience compared to the additional traffic that will be created allowing access to these business properties, in a single family residence. We have no issue with continuing to use them.

In summary, we feel the quality of our life and ultimately the value of our property will decrease if the proposal is allowed to go through. In addition, we would like to propose before any new business accesses are put in place that the current sign be replaced with a larger one to indicate the entrance to business.

Thank you for considering our concerns.

Vincent and Sandra Vallario
01/05/15

Jan 2019- Dec 2020

Date/Time Incident Received	Week Day	Date/Time Incident Shipped	Date/Time Incident Dispatched	Date/Time Incident Enroute	Hold Time HH:MM:SS	Date/Time Onscene	Enroute Time HH:MM:SS	Response Time HH:MM:SS	Date/Time Cleared	Reporting Unit	Primary Unit	CAD Incident Number	Complaint Type	Priority	911?	Dispatch:Street	Dispatch:XStreets	Call Taker	Dispatcher
02/14/2019 14:10:33	THURSDAY	02/14/2019 14:10:47	02/14/2019 14:13:39		0		0	0	02/14/2019 14:14:08		HEBURN, JOSEPH P / 3946	SJSO19CAD031192	911-HANGUP	2	Y	VERSAGGI DR	A1A S	JHEBURN	JHEBURN
02/17/2019 03:27:57	SUNDAY	02/17/2019 03:27:57	02/17/2019 03:27:57	02/17/2019 03:27:57	0	02/17/2019 03:27:57	0	0	02/17/2019 03:45:03	JENSEN, DAVID P / 7155	JENSEN, DAVID P / 7155	SJSO19CAD033158	ROUTINE PATROL/AREA	5	N	VERSAGGI DR	A1A S		JENSENDP
04/02/2019 04:31:46	TUESDAY	04/02/2019 04:31:46	04/02/2019 04:31:46	04/02/2019 04:31:46	0	04/02/2019 04:31:46	0	0	04/02/2019 04:38:55	JENSEN, DAVID P / 7155	JENSEN, DAVID P / 7155	SABP19CAD000211	ROUTINE PATROL/AREA	5	N	VERSAGGI DR	A1A S		JENSENDP
06/06/2019 14:31:48	THURSDAY	06/06/2019 14:31:48	06/06/2019 14:31:48	06/06/2019 14:31:48	0	06/06/2019 14:31:48	0	0	06/06/2019 14:38:51	BRIGGS, JASON W / 3389	BRIGGS, JASON W / 3389	SJSO19CAD113954	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	MLAYER	MLAYER
08/09/2019 03:06:30	FRIDAY	08/09/2019 03:06:30	08/09/2019 03:06:30	08/09/2019 03:06:30	0	08/09/2019 03:06:30	0	0	08/09/2019 03:11:42	JENSEN, DAVID P / 7155	JENSEN, DAVID P / 7155	SABP19CAD001160	ROUTINE PATROL/AREA	5	N	VERSAGGI DR	A1A S		JENSENDP
09/02/2019 08:39:44	MONDAY	09/02/2019 08:39:44	09/02/2019 08:39:44	09/02/2019 08:39:44	0	09/02/2019 08:39:44	0	0	09/02/2019 08:45:49	PADGETT, EADIE KRISSIE / 7172	PADGETT, EADIE KRISSIE / 7172	SABP19CAD001337	ROUTINE PATROL/AREA	5	N	VERSAGGI DR	A1A S		PADGETTEK
09/25/2019 12:34:21	WEDNESDAY	09/25/2019 12:34:21	09/25/2019 12:34:21	09/25/2019 12:34:21	0	09/25/2019 12:34:21	0	0	09/25/2019 12:38:05	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO19CAD194927	DAV	4	N	VERSAGGI DR	A1A S	EWEEKS	EWEEKS
01/03/2020 21:39:57	FRIDAY	01/03/2020 21:40:22	01/03/2020 21:41:34	01/03/2020 21:41:34	97	01/03/2020 21:47:48	374	471	01/03/2020 21:56:01	JENSEN, DAVID P / 7155	JENSEN, DAVID P / 7155	SJSO20CAD002019	SUSPICIOUS PERSON	2	N	VERSAGGI DR	A1A S	MMCMILLAN	SCASTELLANO
01/13/2020 10:45:07	MONDAY	01/13/2020 10:45:07	01/13/2020 10:45:07	01/13/2020 10:45:07	0	01/13/2020 10:45:07	0	0	01/13/2020 10:53:27	JENSEN, DAVID P / 7155	JENSEN, DAVID P / 7155	SJSO20CAD008389	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	APEREZ	APEREZ
02/19/2020 13:48:58	WEDNESDAY	02/19/2020 13:48:58	02/19/2020 13:48:59	02/19/2020 13:48:59	1	02/19/2020 13:48:59	0	1	02/19/2020 13:50:05	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO20CAD035333	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	WSIMS	WSIMS
05/13/2020 17:54:40	WEDNESDAY	05/13/2020 17:54:55	05/13/2020 18:00:09	05/13/2020 18:00:09	329		0	0	05/13/2020 18:09:36		STANICK, TIFFANY / 4081	SJSO20CAD089836	RECKLESS DRIVER	3	N	VERSAGGI DR	A1A S	KLOHR	TSTANICK
05/22/2020 18:12:53	FRIDAY	05/22/2020 18:12:53	05/22/2020 18:12:54	05/22/2020 18:12:54	1	05/22/2020 18:12:54	0	1	05/22/2020 18:14:37	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SABP20CAD001343	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
05/29/2020 15:38:07	FRIDAY	05/29/2020 15:38:07	05/29/2020 15:38:07	05/29/2020 15:38:07	0	05/29/2020 15:38:07	0	0	05/29/2020 15:39:03	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO20CAD102061	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	SPHELPS	SPHELPS
05/30/2020 17:16:55	SATURDAY	05/30/2020 17:16:55	05/30/2020 17:16:55	05/30/2020 17:16:55	0	05/30/2020 17:16:55	0	0	05/30/2020 17:18:05	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO20CAD102910	HABITAT CONS VIO	3	N	VERSAGGI DR	A1A S	TSTANICK	TSTANICK
06/27/2020 16:16:21	SATURDAY	06/27/2020 16:16:21	06/27/2020 16:16:21	06/27/2020 16:16:21	0	06/27/2020 16:16:21	0	0	06/27/2020 17:00:15	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO20CAD121652	ALCOHOL VIOLATION	2	N	VERSAGGI DR	A1A S	TSTANICK	TSTANICK
07/04/2020 11:35:18	SATURDAY	07/04/2020 11:35:18	07/04/2020 11:35:18	07/04/2020 11:35:18	0	07/04/2020 11:35:18	0	0	07/04/2020 11:38:30	PADGETT, EADIE KRISSIE / 724	PADGETT, EADIE KRISSIE / 724	SJSO20CAD126726	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	TMCGOWAN	TMCGOWAN
07/10/2020 15:52:40	FRIDAY	07/10/2020 15:52:40	07/10/2020 15:52:42	07/10/2020 15:52:42	2	07/10/2020 15:52:42	0	2	07/10/2020 15:53:27	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO20CAD131097	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	WSIMS	WSIMS
08/15/2020 12:08:01	SATURDAY	08/15/2020 12:08:30	08/15/2020 12:11:43	08/15/2020 12:38:53	1852	08/15/2020 12:44:11	318	2170	08/15/2020 12:55:42	GAMBILL, MALLORY / 7191	GAMBILL, MALLORY / 7191	SJSO20CAD155129	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	NDAY	VSCOTT
10/08/2020 13:36:47	THURSDAY	10/08/2020 13:36:47	10/08/2020 13:36:47	10/08/2020 13:36:47	0	10/08/2020 13:36:47	0	0	10/08/2020 13:44:14	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO20CAD192192	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	RMCAROY	RMCAROY
10/10/2020 12:52:44	SATURDAY	10/10/2020 12:52:44	10/10/2020 12:52:45	10/10/2020 12:52:45	1	10/10/2020 12:52:45	0	1	10/10/2020 12:53:53	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO20CAD193533	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	KHOPKINS	KHOPKINS
10/19/2020 08:59:47	MONDAY	10/19/2020 08:59:47	10/19/2020 08:59:47	10/19/2020 08:59:47	0	10/19/2020 08:59:47	0	0	10/19/2020 09:02:21	GIANNOTTA, DOMINIC A / 7177	GIANNOTTA, DOMINIC A / 7177	SJSO20CAD199249	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	ROSBOROUGH	ROSBOROUGH
11/15/2020 17:48:56	SUNDAY	11/15/2020 17:49:27	11/15/2020 17:51:13		0		0	0	11/15/2020 18:07:49		POWELL, AARON R / 7202	SJSO20CAD216643	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	TRAYMOND	ACOHEN
12/21/2020 09:42:23	MONDAY	12/21/2020 09:42:23	12/21/2020 09:42:24	12/21/2020 09:42:24	1	12/21/2020 09:42:24	0	1	12/21/2020 09:46:50	HAMMONDS, FRANKIE D / 722	HAMMONDS, FRANKIE D / 722	SJSO20CAD238332	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	KKEEGAN	KKEEGAN
12/24/2020 11:38:45	THURSDAY	12/24/2020 11:38:45	12/24/2020 11:38:45	12/24/2020 11:38:45	0	12/24/2020 11:38:45	0	0	12/24/2020 11:44:27	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO20CAD240303	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	JGEBERT	JGEBERT
12/27/2020 14:50:33	SUNDAY	12/27/2020 14:50:33	12/27/2020 14:50:34	12/27/2020 14:50:34	1	12/27/2020 14:50:34	0	1	12/27/2020 14:52:15	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO20CAD242104	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	CBOWLES	CBOWLES
25					AVG=91.4		AVG=27.7	AVG=105.9											

Jan 2021 - Present

Date/Time Incident Received	Week Day	Date/Time Incident Shipped	Date/Time Incident Dispatched	Date/Time Incident Enroute	Hold Time HH:MM:SS	Date/Time Onscene	Enroute Time HH:MM:SS	Response Time HH:MM:SS	Date/Time Cleared	Reporting Unit	Primary Unit	CAD Incident Number	Complaint Type	Priority	911?	Dispatch:Street	Dispatch:X Streets	Call Taker	Dispatcher
01/01/2021 15:56:16	FRIDAY	01/01/2021 15:56:16	01/01/2021 15:56:16	01/01/2021 15:56:16	0	01/01/2021 15:56:16	0	0	01/01/2021 16:00:54	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD000489	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
01/06/2021 01:59:43	WEDNESDAY	01/06/2021 01:59:43	01/06/2021 01:59:43	01/06/2021 01:59:43	0	01/06/2021 01:59:43	0	0	01/06/2021 02:05:22	MCNETT, ELI Q / 7201	MCNETT, ELI Q / 7201	SJSO21CAD003373	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	KLONG	KLONG
01/10/2021 10:54:23	SUNDAY	01/10/2021 10:54:23	01/10/2021 10:54:23	01/10/2021 10:54:23	0	01/10/2021 10:54:23	0	0	01/10/2021 10:56:59	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD006572	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	SSESSOR	SSESSOR
01/22/2021 14:21:38	FRIDAY	01/22/2021 14:21:38	01/22/2021 14:21:38	01/22/2021 14:21:38	0	01/22/2021 14:21:38	0	0	01/22/2021 14:22:09	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD015747	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	SSESSOR	SSESSOR
01/24/2021 14:06:10	SUNDAY	01/24/2021 14:06:10	01/24/2021 14:06:10	01/24/2021 14:06:10	0	01/24/2021 14:06:10	0	0	01/24/2021 14:10:30	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD017378	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	TRAYMOND	TRAYMOND
02/07/2021 14:30:59	SUNDAY	02/07/2021 14:30:59	02/07/2021 14:30:59	02/07/2021 14:30:59	0	02/07/2021 14:30:59	0	0	02/07/2021 14:34:40	JENSEN, DAVID P / 724	JENSEN, DAVID P / 724	SJSO21CAD026687	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	ACOHEN	ACOHEN
02/20/2021 14:48:28	SATURDAY	02/20/2021 14:48:28	02/20/2021 14:48:28	02/20/2021 14:48:28	0	02/20/2021 14:48:28	0	0	02/20/2021 14:52:46	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD035390	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	TMCGOWAN	TMCGOWAN
02/20/2021 14:59:39	SATURDAY	02/20/2021 14:59:39	02/20/2021 14:59:39	02/20/2021 14:59:39	0	02/20/2021 14:59:39	0	0	02/20/2021 15:02:59	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD035402	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	TMCGOWAN	TMCGOWAN
02/23/2021 03:49:32	TUESDAY	02/23/2021 03:49:32	02/23/2021 03:49:32	02/23/2021 03:49:32	0	02/23/2021 03:49:32	0	0	02/23/2021 03:54:54	BRYANT, CHRISTOPHER TODD / 7195	BRYANT, CHRISTOPHER TODD / 7195	SJSO21CAD037127	ROUTINE PATROL	5	N	VERSAGGI DR	A1A S		BRYANTCT7195
03/05/2021 15:39:50	FRIDAY	03/05/2021 15:39:50	03/05/2021 15:39:50	03/05/2021 15:39:50	0	03/05/2021 15:39:50	0	0	03/05/2021 15:45:14	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD044482	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
03/06/2021 07:44:44	SATURDAY	03/06/2021 07:44:44	03/06/2021 07:44:44	03/06/2021 07:44:44	0	03/06/2021 07:44:44	0	0	03/06/2021 07:52:54	MCNETT, ELI Q / 7201	MCNETT, ELI Q / 7201	SJSO21CAD044919	WATCH ORDER	5	N	VERSAGGI DR	A1A S		MCNETT7201
03/06/2021 12:53:36	SATURDAY	03/06/2021 12:53:36	03/06/2021 12:53:36	03/06/2021 12:53:36	0	03/06/2021 12:53:36	0	0	03/06/2021 13:00:19	MCNETT, ELI Q / 7201	MCNETT, ELI Q / 7201	SJSO21CAD045064	WATCH ORDER	5	N	VERSAGGI DR	A1A S		MCNETT7201
03/07/2021 01:43:16	SUNDAY	03/07/2021 01:43:16	03/07/2021 01:43:16	03/07/2021 01:43:16	0	03/07/2021 01:43:16	0	0	03/07/2021 01:51:44	MARTINEZ, EUDALIO / 7062	MARTINEZ, EUDALIO / 7062	SJSO21CAD045451	WATCH ORDER	5	N	VERSAGGI DR	A1A S		EDMARTINEZ
03/07/2021 03:30:54	SUNDAY	03/07/2021 03:30:54	03/07/2021 03:30:55	03/07/2021 03:30:55	1	03/07/2021 03:30:55	0	1	03/07/2021 03:36:41	HAMMONDS, FRANKIE D / 722	HAMMONDS, FRANKIE D / 722	SJSO21CAD045481	WATCH ORDER	5	N	VERSAGGI DR	A1A S		FHAMMONDS
03/07/2021 10:14:04	SUNDAY	03/07/2021 10:14:04	03/07/2021 10:14:04	03/07/2021 10:14:04	0	03/07/2021 10:14:04	0	0	03/07/2021 10:28:40	JENSEN, DAVID P / 724	JENSEN, DAVID P / 724	SJSO21CAD045643	WATCH ORDER	5	N	VERSAGGI DR	A1A S		JENSENDP
03/07/2021 22:22:37	SUNDAY	03/07/2021 22:22:37	03/07/2021 22:22:38	03/07/2021 22:22:38	1	03/07/2021 22:22:38	0	1	03/07/2021 22:30:16	MARTINEZ, EUDALIO / 7062	MARTINEZ, EUDALIO / 7062	SJSO21CAD046034	WATCH ORDER	5	N	VERSAGGI DR	A1A S		EDMARTINEZ
03/08/2021 22:41:59	MONDAY	03/08/2021 22:41:59	03/08/2021 22:41:59	03/08/2021 22:41:59	0	03/08/2021 22:41:59	0	0	03/08/2021 22:51:56	GILLESPIE, NATALIE L / 721	GILLESPIE, NATALIE L / 721	SJSO21CAD046719	WATCH ORDER	5	N	VERSAGGI DR	A1A S		NGILLESPIE
03/10/2021 21:25:32	WEDNESDAY	03/10/2021 21:25:32	03/10/2021 21:25:32	03/10/2021 21:25:32	0	03/10/2021 21:25:32	0	0	03/10/2021 21:26:56	MARTINEZ, EUDALIO / 7062	MARTINEZ, EUDALIO / 7062	SJSO21CAD048002	WATCH ORDER	5	N	VERSAGGI DR	A1A S		EDMARTINEZ
03/11/2021 11:13:07	THURSDAY	03/11/2021 11:13:07	03/11/2021 11:13:07	03/11/2021 11:13:07	0	03/11/2021 11:13:07	0	0	03/11/2021 11:27:33	JENSEN, DAVID P / 724	JENSEN, DAVID P / 724	SJSO21CAD048370	WATCH ORDER	5	N	VERSAGGI DR	A1A S		JENSENDP
03/11/2021 22:15:57	THURSDAY	03/11/2021 22:15:57	03/11/2021 22:15:57	03/11/2021 22:15:57	0	03/11/2021 22:15:57	0	0	03/11/2021 22:19:53	MARTINEZ, EUDALIO / 7062	MARTINEZ, EUDALIO / 7062	SJSO21CAD048808	WATCH ORDER	5	N	VERSAGGI DR	A1A S		EDMARTINEZ
03/19/2021 06:46:21	FRIDAY	03/19/2021 06:46:53	03/19/2021 06:48:10	03/19/2021 06:48:10	109	03/19/2021 06:53:36	326	435	03/19/2021 07:10:14	POWELL, AARON R / 7202	POWELL, AARON R / 7202	SJSO21CAD054048	ANIMAL COMPLAINT	4	Y	VERSAGGI DR	A1A S	TMCGOWAN	SSESSOR
03/19/2021 07:54:17	FRIDAY	03/19/2021 07:54:26	03/19/2021 08:02:04		0		0	0	03/19/2021 08:02:21		POWELL, AARON R / 7202	SJSO21CAD054072	ANIMAL COMPLAINT	4	Y	VERSAGGI DR	A1A S	TMCGOWAN	SSESSOR
03/28/2021 17:10:57	SUNDAY	03/28/2021 17:10:57	03/28/2021 17:10:57	03/28/2021 17:10:57	0	03/28/2021 17:10:57	0	0	03/28/2021 17:26:21	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD060783	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	SCASTELLANO	SCASTELLANO
04/16/2021 13:13:25	FRIDAY	04/16/2021 13:13:25	04/16/2021 13:13:25	04/16/2021 13:13:25	0	04/16/2021 13:13:25	0	0	04/16/2021 13:17:05	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD074341	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
04/25/2021 15:58:17	SUNDAY	04/25/2021 15:58:17	04/25/2021 15:58:17	04/25/2021 15:58:17	0	04/25/2021 15:58:17	0	0	04/25/2021 16:06:46	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD080386	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	TMCGOWAN	TMCGOWAN
05/28/2021 14:19:15	FRIDAY	05/28/2021 14:19:15	05/28/2021 14:19:15	05/28/2021 14:19:15	0	05/28/2021 14:19:15	0	0	05/28/2021 14:20:07	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD104624	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
05/30/2021 10:53:23	SUNDAY	05/30/2021 10:53:23	05/30/2021 10:53:23	05/30/2021 10:53:23	0	05/30/2021 10:53:23	0	0	05/30/2021 10:55:29	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD106272	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	CBOWLES	CBOWLES
06/22/2021 13:44:59	TUESDAY	06/22/2021 13:44:59	06/22/2021 13:45:00	06/22/2021 13:45:00	1	06/22/2021 13:45:00	0	1	06/22/2021 15:43:58	TOWNSEND, THOMAS D / 7216	TOWNSEND, THOMAS D / 7216	SJSO21CAD122740	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	ACOHEN	ACOHEN
07/14/2021 13:09:48	WEDNESDAY	07/14/2021 13:09:48	07/14/2021 13:09:48	07/14/2021 13:09:48	0	07/14/2021 13:09:48	0	0	07/14/2021 13:12:30	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD138670	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR

Date/Time Incident Received	Week Day	Date/Time Incident Shipped	Date/Time Incident Dispatched	Date/Time Incident Enroute	Hold Time HH:MM:SS	Date/Time Onscene	Enroute Time HH:MM:SS	Response Time HH:MM:SS	Date/Time Cleared	Reporting Unit	Primary Unit	CAD Incident Number	Complaint Type	Priority	911?	Dispatch:Street	Dispatch:X Streets	Call Taker	Dispatcher
07/22/2021 17:13:26	THURSDAY	07/22/2021 17:14:39	07/22/2021 17:16:35	07/22/2021 17:16:35	189	07/22/2021 17:41:06	1471	1660	07/22/2021 17:45:27	CLINE, BRUCE LEE / K7134	CLINE, BRUCE LEE / K7134	SJSO21CAD144970	OBSTRUCTION ON HWY	2		VERSAGGI DR	A1A S	NDAY	NBRANCO
08/11/2021 17:42:39	WEDNESDAY	08/11/2021 17:42:39	08/11/2021 17:42:40	08/11/2021 17:42:40	1	08/11/2021 17:42:40	0	1	08/11/2021 17:44:28	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD160033	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	SALLEN	SALLEN
09/18/2021 14:50:32	SATURDAY	09/18/2021 14:50:32	09/18/2021 14:50:32	09/18/2021 14:50:32	0	09/18/2021 14:50:32	0	0	09/18/2021 14:51:38	KELLY, RUSSELL / 7092	KELLY, RUSSELL / 7092	SJSO21CAD189448	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	SRAMIREZ	SRAMIREZ
09/25/2021 13:08:53	SATURDAY	09/25/2021 13:10:30	09/25/2021 13:10:34	09/25/2021 13:10:34	101	09/25/2021 13:10:34	0	101	09/25/2021 13:10:42	DAVIS, RAMONA L / 417	DAVIS, RAMONA L / 417	SJSO21CAD194688	911-HANGUP	2	Y	VERSAGGI DR	A1A S	RDAVIS	RDAVIS
09/30/2021 10:57:23	THURSDAY	09/30/2021 10:57:23	09/30/2021 10:57:24	09/30/2021 10:57:24	1	09/30/2021 10:57:24	0	1	09/30/2021 11:07:31	GENTRY, ERICA FALLON / 7217	GENTRY, ERICA FALLON / 7217	SJSO21CAD198528	ROUTINE PATROL	5	N	VERSAGGI DR	A1A S		GENTRYEF
10/10/2021 12:21:10	SUNDAY	10/10/2021 12:21:10	10/10/2021 12:21:10	10/10/2021 12:21:10	0	10/10/2021 12:21:10	0	0	10/10/2021 12:25:58	KAMMER, ROBERT M / 7204	KAMMER, ROBERT M / 7204	SJSO21CAD206425	ROUTINE PATROL	5	N	VERSAGGI DR	A1A S		KAMMERRM
10/13/2021 17:05:37	WEDNESDAY	10/13/2021 17:05:37	10/13/2021 17:05:37	10/13/2021 17:05:37	0	10/13/2021 17:05:37	0	0	10/13/2021 17:18:35	GENTRY, ERICA FALLON / B7217	GENTRY, ERICA FALLON / B7217	SJSO21CAD209065	ROUTINE PATROL	5	N	VERSAGGI DR	A1A S		GENTRYEF
10/17/2021 22:23:32	SUNDAY	10/17/2021 22:23:32	10/17/2021 22:23:32	10/17/2021 22:23:32	0	10/17/2021 22:23:32	0	0	10/17/2021 22:30:35	MARTINEZ, EUDALIO / B7062	MARTINEZ, EUDALIO / B7062	SJSO21CAD212632	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	SSIMPSON	SSIMPSON
10/24/2021 11:01:39	SUNDAY	10/24/2021 11:01:39	10/24/2021 11:01:39	10/24/2021 11:01:39	0	10/24/2021 11:01:39	0	0	10/24/2021 11:07:44	KAMMER, ROBERT M / B7204	KAMMER, ROBERT M / B7204	SJSO21CAD217789	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	ROSBOROUGH	ROSBOROUGH
10/27/2021 07:25:20	WEDNESDAY	10/27/2021 07:25:20	10/27/2021 07:25:20	10/27/2021 07:25:20	0	10/27/2021 07:25:20	0	0	10/27/2021 07:38:54	ABEL, PAUL J / B402	ABEL, PAUL J / B402	SJSO21CAD219760	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	SPHELPS	SPHELPS
10/27/2021 14:31:33	WEDNESDAY	10/27/2021 14:31:33	10/27/2021 14:31:33	10/27/2021 14:31:33	0	10/27/2021 14:31:33	0	0	10/27/2021 14:39:29	KELLY, RUSSELL / B7092	KELLY, RUSSELL / B7092	SJSO21CAD220014	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
11/20/2021 19:36:19	SATURDAY	11/20/2021 19:36:19	11/20/2021 19:36:19	11/20/2021 19:36:19	0	11/20/2021 19:36:19	0	0	11/20/2021 19:39:48	GENTRY, ERICA FALLON / B7217	GENTRY, ERICA FALLON / B7217	SJSO21CAD237729	ROUTINE PATROL	5	N	VERSAGGI DR	A1A S		GENTRYEF
11/21/2021 04:24:51	SUNDAY	11/21/2021 04:24:51	11/21/2021 04:24:51	11/21/2021 04:24:51	0	11/21/2021 04:24:51	0	0	11/21/2021 04:28:57	KAMMER, ROBERT M / B7204	KAMMER, ROBERT M / B7204	SJSO21CAD238004	ROUTINE PATROL	5	N	VERSAGGI DR	A1A S		KAMMERRM
11/26/2021 13:44:43	FRIDAY	11/26/2021 13:44:43	11/26/2021 13:44:43	11/26/2021 13:44:43	0	11/26/2021 13:44:43	0	0	11/26/2021 13:47:49	KELLY, RUSSELL / B7092	KELLY, RUSSELL / B7092	SJSO21CAD241757	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S	GSTINSON	GSTINSON
01/08/2022 16:02:16	SATURDAY	01/08/2022 16:02:16	01/08/2022 16:02:16	01/08/2022 16:02:16	0	01/08/2022 16:02:16	0	0	01/08/2022 16:03:29	KELLY, RUSSELL / B7092	KELLY, RUSSELL / B7092	SJSO22CAD005790	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
01/09/2022 14:16:06	SUNDAY	01/09/2022 14:16:47	01/09/2022 14:18:09		0		0	0	01/09/2022 14:24:46		DURHAM-RICHARDSON, BRIANNA CELESTE / 4410	SJSO22CAD006511	911-HANGUP	2	Y	VERSAGGI DR	A1A S	BRICHARDSON	BRICHARDSON
01/15/2022 17:41:51	SATURDAY	01/15/2022 17:41:51	01/15/2022 17:41:51	01/15/2022 17:41:51	0	01/15/2022 17:41:51	0	0	01/15/2022 17:43:02	KELLY, RUSSELL / B7092	KELLY, RUSSELL / B7092	SJSO22CAD011277	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
01/20/2022 11:10:42	THURSDAY	01/20/2022 11:10:42	01/20/2022 11:10:42	01/20/2022 11:10:42	0	01/20/2022 11:10:42	0	0	01/20/2022 11:14:37	KELLY, RUSSELL / B7092	KELLY, RUSSELL / B7092	SJSO22CAD014747	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
02/04/2022 12:02:49	FRIDAY	02/04/2022 12:02:49	02/04/2022 12:02:49	02/04/2022 12:02:49	0	02/04/2022 12:02:49	0	0	02/04/2022 12:03:50	KELLY, RUSSELL / B7092	KELLY, RUSSELL / B7092	SJSO22CAD026511	VIOLATION CNTY ORD	4	N	VERSAGGI DR	A1A S		KELLYR
02/08/2022 11:30:44	TUESDAY	02/08/2022 11:30:44	02/08/2022 11:30:45	02/08/2022 11:30:45	1	02/08/2022 11:30:45	0	1	02/08/2022 11:47:54	GENTRY, ERICA FALLON / B7217	GENTRY, ERICA FALLON / B7217	SJSO22CAD029257	ROUTINE PATROL	5	N	VERSAGGI DR	A1A S		GENTRYEF
02/14/2022 15:19:03	MONDAY	02/14/2022 15:19:03	02/14/2022 15:19:03	02/14/2022 15:19:03	0	02/14/2022 15:19:03	0	0	02/14/2022 15:29:56	MARTINEZ, EUDALIO / B7062	MARTINEZ, EUDALIO / B7062	SJSO22CAD033827	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	SSIMPSON	SSIMPSON
02/21/2022 15:07:20	MONDAY	02/21/2022 15:07:20	02/21/2022 15:07:20	02/21/2022 15:07:20	0	02/21/2022 15:07:20	0	0	02/21/2022 15:29:28	GENTRY, ERICA FALLON / B7217	GENTRY, ERICA FALLON / B7217	SJSO22CAD039348	ROUTINE PATROL	5	N	VERSAGGI DR	A1A S		GENTRYEF
02/26/2022 07:40:38	SATURDAY	02/26/2022 07:40:38	02/26/2022 07:40:38	02/26/2022 07:40:38	0	02/26/2022 07:40:38	0	0	02/26/2022 07:45:19	GENTRY, ERICA FALLON / B7217	GENTRY, ERICA FALLON / B7217	SJSO22CAD043346	TRAFFIC STOP	2	N	VERSAGGI DR	A1A S	TGOSLIN	TGOSLIN
52					AVG=8		AVG=35	AVG=42											

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER

FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR

SUBJECT: ARPA SURVEY

DATE: 3/10/2022

As discussed in the Commission meeting on March 7, 2022, staff has suggested a survey of the residents to gather their recommendations for use of American Rescue Plan Act (ARPA) funds. The attached survey was put together to be posted using Survey Monkey to gather the information. It has been sent to the Commissioners for their review and comment, and I have received the following suggestions for discussion:

- Condense the options of Improve Parkettes and Develop Hammock Dunes Park to one option such as, "Develop City Parks and Parkettes (please specify particulars below)"

- Considering the response to the recycle transition, perhaps add one additional selection such as, "Adding Eco-Friendly Elements to the City (developing a composting program, investing in electric vehicles, solar power generation, or other types of projects. Please specify particulars below.)"

These were the only two suggestions that were received. Once the Commission has approved the survey, Melinda will publish it through Survey Monkey and begin promoting it on social media, via email, and on our website. We will need direction on how long to leave the survey open. Staff will be presenting suggestions for ARPA spending to the Commissioners at the April 4th meeting, so depending upon how long we leave the survey open, we may not have the responses gathered by that time. The final suggestions can be compiled and presented at the May Commission meeting.

ARPA SURVEY

The City of St Augustine Beach has received funding from the American Rescue Plan Act (ARPA) and is seeking input from the residents on how the funds should be allocated. The funds should be used for one-time expenditures, such as capital improvements, so the city does not create recurring expenses that must be funded through taxes in the future. There are some restrictions on the use of funds such as they cannot be used to reduce debt, fund reserves, reduce taxes, or contribute towards other federal grants awarded to the city.

1. Please rank how you would like to see the city allocate the ARPA funds.

- ☐ Build More Beach Walkovers
- ☐ Improve Parking
- ☐ Increase Parking
- ☐ Improve Parkettes
- ☐ Repair Roads
- ☐ Drainage Projects
- ☐ Add Sidewalks
- ☐ Put Utilities Underground
- ☐ Restore Old City Hall
- ☐ Develop Hammock Dunes Park (North of Publix Shopping Center)

2. If you have a specific project you would like to suggest, please provide information below for review by the City Commission.

Done