



AGENDA

**REGULAR CITY COMMISSION MEETING
MONDAY, AUGUST 7, 2023, 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 fair discussion and exchange of ideas without fear of personal attacks.
2. Anger, rudeness, ridicule, impatience, and lack of respect for others is unacceptable behavior. Demonstrations to support or oppose a speaker or idea, such as clapping, cheering, booing, hissing, or the use of intimidating body language are not permitted.
3. When persons refuse to abide by reasonable rules of civility and decorum or ignore repeated requests by the Mayor to finish their remarks within the time limit adopted by the City Commission, and/or who make threats of physical violence shall be removed from the meeting room by law enforcement officers, either at the Mayor's request or by an affirmative vote of a majority of the sitting Commissioners.

"Politeness costs so little." – ABRAHAM LINCOLN

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING ON JULY 10, 2023
- V. ADDITIONS OR DELETIONS OF THE AGENDA
- VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA
- VII. PRESENTATIONS
 - A. Update Report on 2023-24 Beach Restoration Project by Mr. Jason Harrah, U.S. Army Corps of Engineers
- VIII. PUBLIC COMMENTS
- IX. COMMISSIONER COMMENTS

X. PUBLIC HEARINGS

1. Request for Conditional Use Permit to Construct a Single Family Residence in a Commercial Land Use District at 14 D Street (Lot 15, Block 36, Coquina Gables Subdivision) (Presenter: Brian Law, Building Official)
2. Ordinance 23-05, Second Reading, to Adopt St. Johns County Five-Year Facilities Work Plan (Presenter: Brian Law, Building Official)

XI. CONSENT

(Note: Consent items can be approved by one motion and vote unless a Commissioner wants to remove an item for discussion and a separate vote)

3. Re-Appointment of Comprehensive Planning and Zoning Board Members to Three-Year Term: R. Connor Dowling, Hester Longstreet, and Victor Sarris
4. Approval for City Manager to Sign 1st Amendment to the Interlocal Agreement between the County and the City for Law Enforcement Services

XII. OLD BUSINESS

5. Expiration of Natural Gas Franchise Agreement: Request by TECO Peoples Gas System to Renew (Presenter: Max Royle, City Manager)
6. Contract with City Manager: Continuation of Discussion (Presenter: Max Royle, City Manager)

XIII. NEW BUSINESS

7. Resolution 23-06, to Support the Proposed Right to Clean and Healthy Water Constitutional Amendment (Presenter: Ms. Nana Royer, Citizen)
8. Request from Northeast Florida Regional Council for City's Suggestions for Regional Priorities for 2024 Legislative Session (Presenter: Max Royle, City Manager)
9. Police Chief and City Manager: Discussion of Work Performance Evaluations (Presenters: Max Royle, City Manager; Police Chief Dan Carswell)

XIV. STAFF COMMENTS

XV. ADJOURNMENT

NOTICES TO THE PUBLIC

1. **SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE.** It will hold its monthly meeting on Thursday, August 10, 2023, at 6:00 p.m. in the Commission meeting room at City Hall.
2. **COMPREHENSIVE PLANNING AND ZONING BOARD.** It will hold its monthly meeting on Tuesday, August 15, 2023, at 6:00 p.m. in the Commission meeting room at City Hall. Topics on the agenda may include: a), Request for variance to reduce front setback from 20 feet to 12 feet and the street side setback from 12 feet to eight feet for the construction of a covered handicap ramp at 400 E Street; b) request for variance to reduce front and side setbacks from 10 feet to five feet for a swimming pool deck and enclosure at 508 Weeping Willow Lane in the Sea Grove subdivision.
3. **HOLIDAY.** It will be LABOR DAY, Monday, September 4, 2023. CITY OFFICES CLOSED. The schedule for pickup of solid waste will be: NO PICKUP ON MONDAY. Pickup for Monday will be done on

TUESDAY, September 5th; pickup for Tuesday will be done on WEDNESDAY, September 6th. There'll be no pickup of yard trash and special waste on Wednesday, September 6th.

4. **CITY COMMISSION REGULAR MEETING.** Because the first Monday in September will be the Labor Day holiday, the Commission will hold its regular meeting on the second Monday, September 11, 2023, at 6:00 p.m.

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.



MINUTES

REGULAR CITY COMMISSION MEETING MONDAY, JULY 10, 2023, AT 6:00 P.M.

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

I. CALL TO ORDER

Mayor Samora called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

The Commission recited the Pledge of Allegiance.

III. ROLL CALL

Present: Mayor Donald Samora, Vice Mayor Dylan Rumrell, and Commissioners Undine C. George, Beth Sweeny, and Virginia Morgan.

Also present were City Manager Max Royle, City Attorney Charlie Douglas, Police Chief Daniel Carswell, City Clerk Dariana Fitzgerald, Finance Director Patty Douylliez, Building Official Brian Law, Assistant Public Works Director Russell Adams, and Engineering Director Jason Sparks.

IV. APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING ON JUNE 5, 2023

Motion: To approve the minutes of regular Commission meeting on June 5, 2023. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

V. ADDITIONS OR DELETIONS OF THE AGENDA

City Manager Royle advised that there were none.

VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA

Commissioner Morgan asked to pull Item XI.3 from the Consent Agenda and discuss it as the first item under Old Business.

Chief Carswell asked discuss Budget Resolution 23-05 first under Item XIII.7.

VII. PRESENTATIONS

There were none.

VIII. PUBLIC COMMENTS

Vice Mayor Rumrell asked to allow County Commissioner Henry Dean to update the City on the beach sand issues first. Mayor Samora agreed.

Henry Dean, 224 North Forest Dune Drive, St. Augustine Beach, FL, St. Johns County Commissioner for District 5. The City Manager handed out a letter [Exhibit A] that Commissioner Dean signed

encouraging the Assistant Secretary of the Army for Civil Works in Washington to expedite funds for the beach renourishment. He said that when there is a Federal project, and a major storm hits, that the Corps of Engineers will decide whether to put the beach back to pre-storm condition with all the funds coming from them. He advised that the Corps has ten or twelve divisions consisting of five or six states and that we are in the Southeast Atlantic Division. Each Division has Districts and ours is the Jacksonville District, which covers all of Florida and Puerto Rico. The Florida District has about twenty-seven Federal beach renourishment projects with St. Augustine Beach being one of them. He said that they have done the design and they are ready to proceed but that the funds are held up in bureaucracy and that the letter he signed was mailed today. He said that it is about a three-mile project that starts at the pier area and goes south to Ocean Hammock Park, and he is hoping for a response so that the project can get started. He said that he spoke to the District Commander in Jacksonville and the Project Director and that they would do all they could to help move this project forward at the local level. He advised that the money is there and that we just need headquarters to get through their process.

Mayor Samora asked the City Manager if the Corps was supposed to brief the City on the project in August. City Manager Royle said yes. Mayor Samora asked Commissioner Dean if he thought that the start date was in jeopardy because they wanted to brief the City in August and start it possibly in November. Commissioner Dean said that we should certainly be on that course and that they are doing everything they can to get it expedited and that he believed that the funds would be released in the near future. Mayor Samora asked if Commissioner Dean thought that the City should also write a letter similar to his. Commissioner Dean said that it would be helpful.

It was the consensus of the Commission to write a letter similar to [Exhibit A]. Mayor Samora asked the City Manager to get a letter together for signature. The Commission thanked Commissioner Dean.

Dee Fix, 4 Ocean Trace Road, St. Augustine Beach, FL, thanked Director Sparks for holding a special meeting on June 22nd; there are one hundred homeowners with the building value of about \$55 million and they deserve to have drainage; thanked Commissioner Dean for his quick response to her letters regarding their drainage issues; thanked City Manager Royle for his response; asked to give this the consideration that it needs; the water comes into a drainage in front of their townhouses and if we did not have our lot closed off to the pond, the nasty water would come into the parking lot; yesterday we had to use an underground pump and an auxiliary pump but we should be able to open up to the pond; a Water Management person from Jacksonville intended to look at the pond recently and she would like to know if that happened.

Jim LeClare, 115 Whispering Oaks Circle, St. Augustine Beach, FL, stated that he emailed everyone regarding the roping on F Street and asked if that would be something that could be considered up and down the beach; the far left has a "Do Not Enter" sign and that traffic goes straight through; the roping may be a way to preserve the dunes; Ocean Hammock Park is going to be a great spot and he asked to consider more trash cans similar to those at the Lighthouse; asked to consider more security cameras in the Park; at the Publix Variance Hearing there were people talking about getting across the street and he recommended that they talk to Commissioner George about it; he sees people trying to get across from Marsh Creek.

Tom Reynolds, 50 Brigantine Court, St. Augustine Beach, FL, showed the St. Augustine Beaches News Journal July issue cover [Exhibit B] and said that the photo is wrong in many ways and he thought that we got over this when we were not going allow the rainbow flag to fly anymore; this is not a representation of this City and that he has not met one person that thinks that it is okay; it contradicts several of the elected officials that he backed and that he hopes that they rethink any awards like this in the future; this room is for City business and not to give awards to people that choose another lifestyle; suggested having a heterosexual proclamation because everyone in

the photo was a result of a heterosexual act and that a child is not the result of gay pride; very disappointed in the City ripping off the condo owners and the misappropriation of funds by using ARPA money to purchase trash trucks for the minority of the residents; there are more condo owners than single family and duplex owners; after years of stealing from the condo owners to turn around and cheat them again, that he does not have high respect for people that cheat; asked to end these silly proclamations.

Mayor Samora closed Public Comment and advised that there are a few things to follow up on.

Mayor Samora said that he appreciated Engineering Director Sparks having a meeting with the residents of Ocean Trace Road in June and that he understands that the City is going to keep some pumps deployed there and he asked what the next steps are for the drainage. City Manager Royle advised that that is something that we need to talk more about but that the City would help in an emergency. Engineering Director Sparks said that Christine Wentzel from the St. Johns River Water Management District come out and that there was an email going around and that Mr. Wiley Page is coordinating the alliance that we have suggested to the homeowners to help them understand the permitting, etc.

Mayor Samora moved on to the public questions regarding Ocean Hammock Park and he asked Chief Carswell if there were plans for security cameras. Chief Carswell said yes and that he met with Assistant Public Works Director Adams about the placement of the cameras and that they have laid out the map of where they are going to go. Mayor Samora said that a lot of money has been spent getting Sea Oats planted and he asked about putting ropes around some of the sea oats. City Manager Royle advised that the County has done ropes in the past and that he would contact Mr. LeClare for the exact location and then contact his County counterpart about it. Commissioner George said that she believed that they had someone do an initial assessment after hurricane season because they did install them at numerous locations and that maybe a new assessment could be done.

Mayor Samora advised that he would not address the rest of the comments. Commissioner George said that they do not deserve a response.

IX. COMMISSIONER COMMENTS

Mayor Samora advised that the Tourist Development Council (TDC) has some significant restructuring, which is already in motion. The St. Johns County Visitors and Convention Bureau (VCB) has been the TDC's main advertising body, which is being split off and will be combined into one big marketing contract. He said that there is a vacancy on the Board and that he wanted to get that out to as many people as possible and that they would like to fill the position with someone from the lodging sector and that he would love to have representation from our City.

Commissioner George advised that her meeting with Marsh Creek Homeowners' Association is July 25th to see if there is any interest to collaborate with the planning or funding for a traffic signal or at least an analysis to do one. She also thanked the City Police Department for giving her visiting nephews a tour of the Department, which is available for everyone to do, and that everyone should attend the Police Department's events such as Coffee with a Cop, Bowling with a Cop, the Bike Rodeo, etc., which is a good way to meet our police officers and garner mutual respect. She was impressed with the quality of our Department, the organizations within it, and the projects that they are working on. She said that she accidentally learned about the Clean Water Constitutional Amendment that would be up next year and that she wanted to bring it to everyone's attention and that there will be a resolution for the Commission's consideration next month. She advised that petitions were dropped off at her office that are circulating to educate

people and help get it on the ballot. She volunteered to make herself available and to share information with anyone who is interested in learning more about the Amendment.

Commissioner Morgan advised that she has had several people ask her about the Publix shopping center and that it should be on the agenda in the upcoming months. Mayor Samora asked the City Manager when he anticipated that the Commission would see information regarding the shopping center. City Manager Royle said probably in October, and he referred the question to the Building Official. Building Official Law advised that it should be on the September Planning and Zoning Board meeting agenda and the Commission should see it in October.

Commissioner Sweeny thanked the Police Department for everything that they do, especially around the July 4th holiday because the beach was packed. She said that they also do the bike parade through her neighborhood and that Officer Martinez is fantastic with the kids and everyone knows him.

Mayor Samora moved on to Item X.1.

X. PUBLIC HEARINGS

1. Ordinance 23-04, Final Reading, to Change Section 8.00.10 of the Land Development Regulations Concerning Business Signs (Presenter: Jennifer Thompson, City Planner)

City Planner Thompson advised that this is the final reading for the nonconforming signs. She said that the Commission saw this last month, that the ordinance was approved unanimously during that meeting, and that there have been no changes.

Mayor Samora opened Public Comment.

Ellen Avery-Smith, Rogers-Towers, P.A., 100 Whetstone Place, Suite 200, St. Augustine, FL, has a client that owns the Dunkin Donuts, and he is very happy; thanked the Commission for being proactive for the City's businesses.

Mayor Samora closed Public Comment and asked the City Attorney to read the preamble. City Attorney Douglas did so.

Motion: To approve Ordinance 23-04 on final reading. **Moved by** Commissioner Sweeny, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor Samora moved on to X.2.

2. Public Hearing on Proposed Non-Ad Valorem Assessment for Solid Waste Disposal, Collection and Recycling for Transient Rentals, Resolution 23-03 to Establish Assessments and Resolution 23-04 to Adopt Agreement with the Tax Collector (Presenter: Patricia Douylliez, Finance Director)

Finance Director Douylliez advised that this was to convert the monthly solid waste billing for transient rentals to an annual non-ad valorem assessment on their annual taxes [Exhibit C]. As discussed at the last meeting, the divisible number for the City's 64-gallon and 96-gallon carts is 32-gallons of waste (i.e., $32 \times 2 = 64$ and $32 \times 3 = 96$). She advised that the Commission established a beginning rate of \$190 per year, per 32-gallons of waste. She said that a 96-gallon cart would be charged for three 32-gallons of waste or \$570 per year ($\$190 \times 3 = \570) and 64-gallons would be charged \$380 per year ($\$190 \times 2 = \380).

Finance Director Douylliez moved on to the next slide, which showed the comparison costs of the monthly payments vs. what the non-ad valorem assessment payments would be with the two percent Tax Collector's billing fee. She moved on to the next slide, which showed the benefits of going to a non-ad valorem, such as no need for the transient rental customers to mail a monthly check or make monthly online payments, no possibility of late fee charges, no more overage

charges, etc. She said that there will be periodic reviews of the transient rental services and that Public Works will monitor any overflow, take appropriate action with photos, and contact the property owner to notify them that they need to increase their service levels. She said that other benefits would be that less staff time would be invested in counting cans, looking for overages every single day, entering the information into a database, along with the savings in postage, paper costs, etc.

Finance Director Douylliez advised that there are two resolutions and that there was a change brought to her attention for Resolution 23-03, which should specify in the Service/Annual Assessment box at the bottom of the page that the service is "Per 32-Gallon Unit", which has been corrected. City Clerk Fitzgerald advised that if it is approved, she would have a draft ready with the change after the meeting. Finance Director Douylliez advised that Resolution 23-04 is the agreement between the City and the Tax Collector authorizing them to put this in the tax bills going forward when the tax roll is certified in September.

Mayor Samora advised that a lot of work has gone into this to simplify things, that it is revenue neutral, and it seems like a very good solution.

Commissioner Morgan asked when this assessment would begin. Finance Director Douylliez advised that the City would continue billing through December 2023 and the assessment would start billing from January 1, 2024, through December 31, 2024. Commissioner Morgan pointed out in Resolution 23-04, Exhibit A, paragraph 2, that the second sentence specified the "County", and she questioned if it should be changed to the "City". Finance Director Douylliez advised that it should be corrected to the "City". Commissioner Morgan said that there is also no definition of what "MSBU" stands for as stated in paragraph 3 of Exhibit A.

Commissioner George asked for clarification of the billing cycle. Finance Director Douylliez advised that it would go out on the tax roll billing for calendar year 2024, that the City would continue manual billing through December 31, 2023, and that the last invoices would be received in early January because the City bills in arrears based on what was collected. Commissioner George said that it would mirror the property tax cycle and that they would continue to pay monthly until the end of the payment cycle so there would not be a gap or overlap in billing. Finance Director Douylliez said yes.

Mayor Samora opened Public Comments.

Sharon Freeman, 7 B Street, St. Augustine Beach, FL, stated from the audience that all her questions had been answered.

Mayor Samora closed Public Comment.

Vice Mayor Rumrell advised that he received several questions about it and that the City Clerk helped him so that he was able to explain it better and let them know that they could possibly save several hundred dollars a year.

Motion: To approve Resolution 23-03 with addition of "Per 32-Gallon Unit". **Moved by** Commissioner George, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Motion: To approve Resolution 23-04 with the changes to Exhibit A. **Moved by** Commissioner George, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora asked what the next step would be. Finance Director Douylliez advised that she would certify the tax roll along with the residential solid waste, which she believed was due by mid-September.

Mayor Samora asked to change the order of topics to accommodate members of the public and he moved on to Item XIII.7.

XI. CONSENT

(Note: Consent items can be approved by one motion and vote unless a Commissioner wants to remove an item for discussion and a separate vote)

3. Approval of Five-Year Contract with James Moore and Associates for Auditing Services

Mayor Samora summarized and said that we have the option to do renewals one year at a time, but what is being proposed is a five-year contract so that we have a fee schedule for the next five years. He asked if there were any other benefits.

Finance Director Douylliez advised that she had a discussion with them today and if we choose to go year-by-year, that next year's price would \$36,500, which is a \$6,500 increase over and above what they are proposing if we go with a five-year term contract. She said that the added information that she provided today is from the Auditor General, which recommended that the Government Finance Officers' Association (GFOA) general accounting practices is to have at least a five-year agreement for continuity, and we just started with them five years ago. She said that it is her intent to go out to bid after this next renewal for whatever length contract the Commission chooses and it takes some time because we have to establish a review board. She said that she was a part of that board the last time because she was not in the Finance Director position but would not be able to participate this time. She advised that the initial audit is tentatively scheduled for the second week in October for FY 2023 financials.

Commissioner Morgan said that she noticed on Page 17, Paragraphs 18 and 19, regarding Mediation and Binding Arbitration, that it specifies that they would take place in Alachua County and that the previous contract was like that as well. She wanted to bring that to the Commission's attention because it would be her preference for it to be in St. Johns County, but that she would not want that to hold up the process. She said that she would not want to deal with a cost increase every year and she liked the financial benefit of going with a five-year contract.

Commissioner George said that she is frustrated because we do not have time to have any other options. She asked if data was gathered from other cities regarding increases from auditing firms. Finance Director Douylliez advised that other auditing firms are presenting similar increases. She said that our prior auditor is now suffering from a lack of employees, so they are no longer bidding on city contracts, and that some auditing firms are struggling to meet deadlines. She said that another benefit that we have had with James Moore is a consistent team doing our audits, which is one of the requirements that we requested, and that makes it so much easier because they understand our policies and procedures. She said that James Moore said that he would typically have two or three years out of people getting ready to graduate and sign a contract with his firm and now he has no one. She said that she was confident in their ability but that she would go ahead with a Request for Proposals (RFP).

Commissioner Sweeny said that she had a concern about this initially and had a conversation with the Finance Director and a CPA friend and that she had no idea that there was a massive shortage of CPAs and that prices are skyrocketing for CPA services. She thanked Finance Director Douylliez for working on this to try to lock us in to pricing and she feels more comfortable with it and fully supports going with a five-year contract at this price.

Mayor Samora said that he was also concerned about the pricing because it was about five percent a year, which seemed high and ours was only two-and-a-half percent each year but if you look at the Consumer Price Index (CPI), they have been underpaid for the last few years. He said that he felt better after having some clarity about it.

Mayor Samora opened Public Comment. Being none, he closed Public Comment.

Vice Mayor Rumrell advised that he also talked to the Finance Director about it and that he feels more comfortable after she explained it. He said that the numbers are going up and there is nothing that we can do to hide from it just like what happened with Ocean Hammock Park.

Finance Director Douylliez advised that she consulted with the City Attorney on the verbiage in the contract to meet the letter of what the contract states and that he was in agreement and said that he had also seen increases in pricing and to lock something in is probably in our best interest.

Commissioner George asked if she spoke with the City of St. Augustine. Finance Director Douylliez said that she did not.

Motion: To approve the contract with James Moore and Associates. **Moved by** Commissioner Sweeny, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora moved on to Item XII.4

XII. OLD BUSINESS

4. City Attorney Services: Review of Addendum to Professional Services Agreement with the Douglas Law Firm (Presenter: Charles Douglas, City Attorney)

Mayor Samora advised that we heard this request last month and had some revisions.

City Attorney Douglas said that after listening to the comments and concerns of the Commissioners last month, he went back and spoke with the primary attorney, Mr. Blocker, and that we want to demonstrate our willingness to work with the City. He said that our original request was for \$8,500 and we have come back with a lower request of \$8,000 with a five-year contract with the first three years being at \$8,000 per month and the last two years going up to \$8,500 per month. He said that all the other provisions from the original contract are still there, and that the City would be able to separate from our legal services at any time in the five-year period with thirty days' notice.

Mayor Samora asked for more clarification regarding the CPI information on Page 8 of the agenda packet. Finance Director Douylliez advised that she went to the website and pulled what the CPI was year-over-year for the past three years to provide the City Manager with details of the percentage increases that we have seen and then applied those percentages to what the current rates were of \$6,000 a month for the set fees. She pointed out that the right-hand side of Page 8 showed what the increases would have been for 2021, 2022, and 2023.

Mayor Samora said that that puts us somewhat in line with what has been requested and he pointed out that the contract stipulates a three-year term not a five-year term. City Attorney Douglas apologized for specifying a five-year contract and said that the three-year contract would have the first two years at \$8,000 per month and the last year would be at \$8,500 per month.

Commissioner Morgan pointed out that the City Manager's last name was misspelled on the contract. She suggested to make paragraph 1 clearer and state that we are extending the current contract for a term of thirty-six months beginning October 2023 to clarify that the entire term is thirty-six months. Mayor Samora suggested to add the verbiage at the beginning of paragraph 2. Commissioner Morgan agreed.

Commissioner George suggested to add a subparagraph 5 specifying, *"that detailed billing statements showing hours worked on City business, in 1/10 of an hour increments, shall be submitted to the City periodically but no less frequently than quarterly."* She said that that way we can see what the services are that we are getting and gauge what we are actually paying on an hourly basis. She said even though we get the benefit of a reduced hourly rate for litigation, it is her understanding that it would only apply if we were suing someone. She said normally if the

City is being sued, then the League of Cities' legal contract would cover us, so it would be very rare that we would ever tap into that \$175 per hour rate. She said that it is part of the conceptual benefit offset for having a monthly fee, but we need to have transparency for our fiscal responsibility.

Commissioner George said that the contract references an "Exhibit B", but in both agenda items where this has come up before us, we have never had an Exhibit B that clearly identified what the regular services are. She said that she did not know if that was ever a part of the contract, but the regular scope of work should be. She said maybe it is not necessary because we are only carving out the services that are hourly as being litigation, but if there is an Exhibit B that exists, she would like to see it, otherwise we should just strike reference to it, which might be a cleaner way to do it.

Commissioner George asked if the frequent contact by Department Heads instead of the City Manager was for legal issues that staff has concerns about, whether there is normal protocol to keep the City Manager informed, and that she would presume that it was not for personnel issues. She asked if contact should be made directly from a Department Head or if the City Manager should be a part of those conversations. City Manager Royle advised that it usually planning & zoning matters because they deal with property, building code regulations, etc., sometimes Code Enforcement because the City Attorney sits in on their meetings. He said that he did not feel that it would be necessary for him to be involved. Commissioner George agreed and said that the way it was presented was that there was an increase in work, and she wanted to know if there were issues that posed real legal questions that need to go to an attorney, which might be a flag that the Commission or the City Manager needed to get involved in. She wanted to make sure that there were not grave staff concerns that the City Manager was not being informed about, but that Code Enforcement and ordinances would make sense. City Manager Royle said that he could not think of instances where it would need to be defined more narrowly than how we practice it now.

Finance Director Douylliez said that we have been spending some time with the City Attorney on contractual issues to make sure that he is reviewing them before we engage with service providers on a lot of the projects that we have, and we want to make sure that we are meeting the letters of the law. She said that prior to Mr. Tredik leaving, there had been some discussion about developing some standard contract language so that when we have a new project, we could just pull from that standard contract. She said that Mr. Tredik had some conversations with the City Attorney and that Engineering Director Sparks probably is too because he is fairly new to our processes. Commissioner George said that her expectation has always been that the City Attorney should absolutely be reviewing every contract and that she liked the idea of a standardized form.

Mayor Samora asked the City Attorney if adding a proposed paragraph 5 regarding detailed billing was something that his firm could do. City Attorney Douglas said yes and that it was something that City Attorney Blocker had already started and that he believed had been sent to the City Manager, which averaged about fourteen to eighteen hours a week.

Vice Mayor Rumrell said that he just did quick math and the minimum of fourteen hours a week would be a savings of approximately \$400 a month. He said that he is all about the taxpayer's dollars and coming from a legal family, his father's billable is over \$500. He said that you get what you pay for and that he is okay with the proposal and that adding the billable is good because it shows transparency. He said that for the record he thinks that it is a good deal because we would probably be looking at \$9,600 to \$10,000 and that he also liked the fact that the Department Heads are able to talk to the City Attorney. Commissioner George said that maintaining communication is critical. Vice Mayor Rumrell said that it is well deserved and that they had low fees for the previous three years.

Mayor Samora thanked City Attorney Douglas for working with the City on this.

Mayor Samora opened Public Comment.

Tom Reynolds, 50 Brigantine Court, St. Augustine Beach, FL, did not particularly care for this; agreed with Commission George's comment regarding that the League of Cities takes care of our big lawsuits; what exactly are they doing for \$8,000; he likes City Attorney Blocker but is he a good attorney; termination of the County Administrator, he broke the State of Florida law; hiring of the County Administrator, he broke the County ordinance and discriminated against women; City Attorney Blocker is also one-hundred percent disabled, don't you want to know what for, he also pays no property taxes; he thinks the disability is mental illness, which could get us into a bigger lawsuit; these are questions that the Commission should ask and he does not think that this is a good contract, we are overpaying, we won't get the services, and this is not the best we have; if you did not do an RFP, then you billed the residents.

Mayor Samora closed Public Comment.

Commissioner Sweeny thanked City Attorney Douglas for working with the City and for lowering his fee. She also thanked the Finance Director for providing the CPI numbers and said that the cost of everything is increasing. She said that she believed that from accountability for taxpayers' dollars that this is in line with our duties, and she takes those responsibilities very seriously. She said that she appreciated all the work that the City Attorney is doing and that she disagreed with what some people said because she believed that we would get the services and that we have been getting those services. She said that City Attorney Blocker has proven that he is providing excellent legal services and she agreed that if we were to go out to bid with it, that we would be paying more.

Mayor Samora agreed and said that he has been extremely happy with the services that have been provided.

Motion: To approve the Addendum with noted changes. **Moved by** Mayor Samora, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora moved on to Item XIII.5.

XIII. NEW BUSINESS

5. Rain Gardens: Consideration of Request from the Sustainability and Environmental Planning Advisory Committee (SEPAC) That They be Located on Parkettes (Presenter: Lana Bandy, SEPAC Vice Chair)

SEPAC Vice Chair Lana Bandy and Committee Member Karen Candler presented a PowerPoint [Exhibit F]. Vice Chair Bandy said that this presentation is about green infrastructure and rain gardens. She said that we have been talking about this and that it is mentioned in the City's Vision Plan that was recently adopted to use some of the parkettes for rain gardens and other environmentally friendly landscaping options. She said that green infrastructure is an approach to managing stormwater and sea level rise through natural systems in addition to the gray infrastructure, which is a benefit to St. Augustine Beach. We get a lot of rainstorms, which we have had lately and there is a lot of standing water, and that rain gardens and green infrastructure could help alleviate that. She said that some examples of green infrastructure are: bio swales, like the one on Mickler Boulevard; increasing the number of trees; landscaping with native plants such as the wildflower garden that SEPAC recently did on Mickler Boulevard; and rain gardens, which the City does not have any of yet. She said that a rain garden is typically a six-to-ten-inch depression in the land where we would put native plants, grasses, and flowers, which would help with some of the flooding and stormwater runoff issues, but it would also beautify the area. We

need rain gardens because the City is growing and has more and more impervious surfaces and the rain gardens would hold some of the stormwater runoff for a brief time before it goes through the ground, which would help remove some of the pollutants. Rain gardens can have different designs depending on the location and the idea is to do a demonstration of an eco-garden with a sign and explain the benefits of it. She advised that the rain gardens look really nice near parking areas to beautify them.

Vice Chair Bandy said that SEPAC has been talking about this for a while, we are ready to move ahead, and have had one design done, which is a rough sketch of what we had in mind. She said that SEPAC has been looking at some 40 x 15-foot locations on the parkettes, which is what the Vision Plan called for. She showed the first location, which is on the Boulevard at 8th Street near the auto repair shop. She said that it is a parkette that has not been improved at all, it is not very attractive right now, and a rain garden would beautify it. She said that it is also a very visible location in the City, our residents and visitors would see it, it would be a good educational point, and that she did not see a downside to doing a rain garden on this space. She said that there is no swale at this point so it would be a little work to dig it out five or six inches but there is drainage, which would help us. She said that she was told that after it rains that it flows over into the nearby neighborhood and hopefully a rain garden could help prevent some of that.

Vice Chair Bandy moved on to the second location, which is also on the Boulevard just south of Café Eleven on a very narrow strip of land, which would also be highly visible, and it is not very attractive right now, but it already has a white fence. She moved on to the last location at the northwest corner of 3rd Street and 2nd Avenue, which is farther off the Boulevard in a residential area, but we are not sure about resident buy-in. Member Candler advised that it is on the walkway that the County is currently working on. She said that even though it is in a residential area, a lot of people use that sidewalk. Vice Chair Bandy said that the City has already done some work in the area by planting three Cypress trees and that the area currently holds some water.

Vice Chair Bandy said that SEPAC would like to have Commission feedback/suggestions, and answer any questions that you have, and then move ahead with one of these locations.

Commissioner George advised that she had talked with other SEPAC members about this and that her concern is that the name “rain garden” is getting a lot of push back from the community and she suggested calling it an eco-garden. Mayor Samora asked what the push back was about. Commissioner George said that the neighbors think that a rain garden is going to hold water or that it would be a barrel and suggested changing all the messaging going forward, which would be an easy fix.

Commissioner George asked if it is intended to be low maintenance. Vice Chair Bandy said yes, but that it would require a little bit of maintenance, such as weeding, but that SEPAC has funds in the budget to cover that expense every quarter. Commissioner George asked if SEPAC already had a budget in place. Vice Chair Bandy said yes that SEPAC has a budget this year and that they would like to implement it by starting with just one, and maybe be able to do more in the future. Commissioner George asked if these locations were chosen because they are not directly adjacent to residential areas and because of the push back. Vice Chair Bandy said yes that SEPAC had looked at several locations on D Street and had workshops with the residents, which did not work out. She said that people get used to the way the area is, they do not want to give up the activity that they use the land for, and we did not want to go with a location that did not have total buy-in from the community. Member Candler said that she thought some of their hesitation was because of the maintenance aspect and if we can get one or two started then the residents would see that they are being maintained and maybe we could go back to D Street in a few years.

Commissioner George asked if SEPAC would need additional funds to implement the first one. Vice Chair Bandy said that SEPAC has enough in the budget this year. Commissioner Sweeny asked if the budget included an educational sign. Vice Chair Bandy said yes, and she referenced the sign that they put at the wildflower meadow on Mickler Boulevard, which is very attractive and that they could do something similar. Commissioner George said that she believed that the City stopped using the term “parkette” and to use the term “plaza”.

Commissioner Sweeny said that she liked the second location because it looked the worst and had the most room for improvement. Member Candler said that Café Eleven is right there and it would be very visible. Commissioner George said that the parking lot holds a lot of water and that there is a house right behind the fence. Member Candler said that they did not discuss it with the resident because her lot is heavily treed, and we were not sure if she would even notice it. Commissioner George said probably not from inside her property but with all the water there that it could be an added benefit.

Mayor Samora said that he liked that location as well. Vice Mayor Rumrell agreed but said that in the long-term we would have to think about is the River to Sea Loop, which is supposed to expand those sidewalks. Commissioner Morgan said that we could not get close to the street because of what the Vice Mayor brought up, but there is also a driveway access to that house from the back so you would not be able to be right next to the Boulevard, but it is still probably a good spot because it needs beautification. Vice Chair Bandy asked how wide the sidewalks would be. Vice Mayor Rumrell said that that was to be determined but that the Engineering Director may have an answer. Engineering Director Sparks said that the last he heard, the sidewalks would be twelve feet wide. Vice Chair Bandy said that it would still work because it is a very large area, and you could fit an eco-garden in any size area. Vice Mayor Rumrell asked if they contacted the auto repair shop. Vice Chair Bandy said that she would be happy to do that.

Commissioner Morgan asked if SEPAC only had a budget for one eco-garden. Vice Chair Bandy said that she believed that they have the budget for two for this year but that they would like to move one to next year.

Vice Mayor Rumrell asked if SEPAC had ever considered becoming a club so that they would not have Sunshine Law restrictions or minutes and could raise funds and still come back and do things with the Commission. Member Candler said yes but that they felt like they would lose the Commission’s support. Vice Mayor Rumrell said that he often thinks of how much more SEPAC could do if you could talk and work together and that there have also been times that SEPAC did not have a meeting because there were not enough members attending. He said that he feels like people quit quite often on SEPAC and that he was trying to think of a way to make it easier for SEPAC to do projects because he would still support them.

Commissioner George said that there are other reasons for the City to want a board such as the requirement to have a Tree Board with our Tree City designation. City Clerk Fitzgerald advised that we either have to have a Tree Board or a Public Works Department. Vice Chair Bandy said that she believed it was a good thing that the City has an association with SEPAC because environmental issues are huge. She said that even if it is just the perception of the public that the City is really supporting it, that it is still a win. Member Candler said that they would be surprised at the number of citizens that show up at their SEPAC meetings.

Mayor Samora opened Public Comment. Being none, he closed Public Comment.

Mayor Samora said that he liked the second option the best. Commissioner Morgan said that she liked options one and two. Commissioner George liked the first option for the pilot because it is closer to the Boulevard. Vice Chair Bandy suggested that SEPAC talk to the homeowners and the businesses and take some measurements to make sure that it is feasible if the sidewalk is

widened. Vice Mayor Rumrell asked who would be doing the work. Vice Chair Bandy said that they have it in the budget to hire someone and that they have estimates for the plants and the labor. Member Candler said that they also have had a lot of input from Foreman Large.

Commissioner Sweeny asked that SEPAC work with the Engineering Director as well to avoid easements, etc.

Finance Director Douylliez advised that we are coming up on the end of the fiscal year and all the work has to be completed and billed by September 30, 2023.

Commissioner Morgan asked if the Commission could make a motion to approve more than one location in case there is opposition from any of the adjacent property owners so that we could just go with the next location with the Engineering Director's approval.

Commissioner George asked what type of approval is needed and could it just be a consensus to spend the money. City Attorney Douglas advised that it was his understanding that SEPAC was coming before the Commission to see if there was a consensus for one location.

Mayor Samora said that it is the consensus of the Commission for both the 8th Street and the 11th Street options based on the feedback that SEPAC comes back with.

City Manager Royle pointed out that the 8th Street location has potentially been considered for parking in the future because we have parking across the street. Mayor Samora said that there could be some potential projects that could affect it. Commissioner George said that it is a pilot program, and we want to get it up and running and see how it impacts the community and whether it garners support or not.

Mayor Samora moved on to Item XIII.6

6. Resolution 23-05, to Establish Fees for Mandated Milestone Inspections (Presenter: Brian Law, Building Official)

Building Official Law said that everyone is aware of the condo that collapsed several years ago in south Florida and since then the Governor and legislation have moved very fast to mandate that Building Officials are now in charge of maintenance, but that he cannot create a program until he sets a fee. He is recommending the lower fees to see how it goes. He said that the City has a little over sixty individual condo buildings that we have flagged already for three stories or higher and that there is one complex that was built in the early 2000s, which is not an issue right now but that they going to be part of a major program using our MCSJ software. We would have to go to each parcel, get the Homeowners' Association (HOA) and management companies contact information, have letters sent, and then begin the review process. He said that they have until the end of next year to complete the milestone inspection but with the limited supply of engineers and architects that specialize in this type of work that he would rather be more proactive and keep moving.

Building Official Law advised that he is asking for three things. First, that you approve the fee schedule and that the only change is on the last page for the milestone inspections. He said that Phase 1 is that you would have to do it with no exceptions and Phase 2 is for if an engineer or architect finds structural deficiencies that require a follow up inspection with additional permitting. He said that we would be charged with hiring whatever staffing they need and charge whatever fees we need to start the program. Since this is in the early stages, he recommended a lower number to see how it goes in the first round. He said that these laws are changing as fast as he can absorb them, and the Florida Building Commission has been tasked again with modifying it and coming up with standardized inspections and we are laying the groundwork.

Building Official Law advised that the second part is that the Statute gives the Commission the ability as policy makers to strengthen the State ordinance but that he does not recommend that. He said that he spoke with the City Attorney about it and that it is already changing, and we should just do what the State does and go with it because we do not have twenty story condos.

Building Official Law advised that the third part is to choose a date to start mailing the letters. He said that once he mails the letters, the Condo Associations are required to begin the process within six months, and they have until the end of next year. He said that there were some changes last month that eliminated the twenty-five-year inspection, which is not a big deal because all of our condos are over that age. It gives the Building Official more leeway, and if they are in good faith and can demonstrate it, that he could give extensions and that we could do a twenty-five year if the Commission chooses to but that he is recommending sticking with the State law to simplify it.

Building Official Law advised that the main thing is to create the fee schedule so that he can create the computer program and then do the letters. Mayor Samora asked the Building Official his recommendation for when to begin sending the letters. Building Official Law advised that he would not want to go any further past the end of this year. Mayor Samora asked if he would require additional staffing for this program. Building Official Law advised that he hired extra administrative staff in April to handle the front counter and that this would mostly be done by himself and the permit manager. He said that he would utilize the City Attorney to review the letter but that the program would be on autopilot.

Building Official Law advised that if there is ever an instance where a condo association says no, then he would send out a Code Enforcement letter for being in violation of the Statute and they would have two weeks to respond and at that time they would be taken to the Code Enforcement Board where they can make their decisions about fines. He said that as the Building Official, he reserves the ultimate authority and that if he gets a report that the building is deemed unsafe that he would notify the City Manager, the City Attorney, etc. and that he would evacuate the building. He said that he would keep everyone in the loop but that it is ultimately his decision. He said that our buildings are beautiful, but they are aging.

Commissioner Sweeny asked if the condos would hire inspectors and does the fee cover the administrative side. Building Official Law advised that it would cover the administrative side such as making contact, sending certified letters, etc.

Commissioner George said that she noticed that the Statute references penalties and she asked if we should also be codifying what the penalty would be. Building Official Law advised that he was hoping to utilize the Code Enforcement Board for penalties because we reserve the right to summon the Board outside of their normal schedule if it is deemed as an emergency and any violation of the State Statute, would be deemed an emergency. Commissioner George said that it would be a question for legal whether that would be sufficient and be able to generate penalties if they are not published in advance. City Attorney Douglas said that he did not see any impediment to that, but he would like to have the opportunity to research it to confirm it. Building Official Law advised that the Code Enforcement Board can fine up to \$250 per day by State law. He said that if that is something that we decide to do to evolve this later that we could always make another resolution and amend it.

Commissioner George advised that the fees seem too low to even cover the time involved per building and she would like to make sure that the fee amount is sufficient for a legitimate review and not just a rubber stamp. Building Official Law advised that the review would be reviewing the design professional's report, which is required to be signed, sealed, and in compliance with the State. He said that that design professional actually has to make the statement, which is as real

as it gets for these designers. Commissioner George said that she handles a lot of construction related litigation and those reports could be very lengthy and that she had concerns because with the Phase 2 milestone inspection, they have already determined that destructive or non-destructive testing needs to be implemented and whether \$100 fee would be enough to justify it. Building Official Law advised that until this program is up and running that he would not know but that the fees can be whatever the Commission decides. He said that he put those numbers out there keeping in mind that we are still a little heavy in our reserve money, which is something that he always considers, but at the end of this fiscal year we should be pretty close to being a non-deficient item that you have seen for the last two years. He said that he has seen the fees at \$400-\$500 in south Florida.

Mayor Samora asked if he had done any research into what other cities are charging. Building Official Law said yes that he saw some fees at \$75 but that the majority of them were higher and we only have three- and four-story condos and the reports would probably be substantial with photos, etc. He said that the reason he went a little lower with Phase 2 was because they will have already looked at it and it would be more surgical at that point with permits. He advised that there is a building that is currently going through substantial concrete repairs and that he has not seen the report because they are not obligated to provide it to him.

Commissioner Sweeny asked if the fee was per building. Building Official Law said yes and that a forty-building condo would have forty individual reports and forty individual fees. He said that each building in a condo complex has its own parcel ID, which is how we are planning to use our current software to track these and once he assigns it a code, they would be able to filter by that code and that they could date the inspections for ten-years in advance.

Commissioner George said that she was confused about how many fees there would be for a forty-unit building. Building Official Law advised that it would be one fee per building in the complex, not per number of units in each building. Commissioner Sweeny asked if it should specify that in the language. Building Official Law advised that he could add "per building" to the milestone inspections. He said that the Commission can raise the fees but that it also reserves the right to lower them.

Vice Mayor Rumrell said that he was inclined to start a little higher because we do not know what we are getting in to. Commissioner Morgan said that she thought that Phase 2 would cost more because it would be looked at with a microscopic view but that she would follow any data that he had found. Building Official Law advised that the fees could be anything that the Commission decides.

Mayor Samora asked if there were other inspections that go along with this. Building Official Law advised that his vision is that the design firm does their initial milestone inspection and if they note massive structural issues then they would need to hire a State of Florida contractor who would then apply for a permit, and we would require an engineer to do it. He said that the City's Building Inspector would handle the buildings at that point and a lot of times with condos we would require that the engineer that designed the repair provide a report of satisfaction and at that time the Phase 2 inspection would also be taking place and they would need to certify the building.

Mayor Samora said that it sounded like we would want to increase the initial fees and get this program under way. Building Official Law advised that it would take a while for him to create the software and go through each building.

Commissioner Morgan suggested that the fees should be \$200 and \$250. Vice Mayor Rumrell agreed that \$250 would be good to split the difference between what was proposed and what south Florida is charging. Building Official Law advised that we could always change the fees.

Mayor Samora asked if the Commission was good with the letters going out before the end of this calendar year. Vice Mayor Rumrell suggested sooner than later to let people know because people may ask for exceptions since this is a new program. Building Official Law said that he believed that we would see a shortage of skilled positions whether it be the contractors or designers.

Vice Mayor Rumrell suggested to send the letter out by September so they can start booking these people. Building Official Law advised that he could send the letter out any time but that he would need a month or two to prepare.

Commissioner Morgan said that she thought that the deadline was December 2024. Building Official Law advised that it is, but once the letter is sent out, they would have six months. He pointed out the verbiage in numbers 5 and 6 of the Statute and he said that the new changes will give him leeway if they cannot get an engineering firm or contractors.

Vice Mayor Rumrell suggested to specify in the letter that as it gets closer to the deadline, things will get busier so the sooner the better.

Commissioner Sweeny said that she would prefer to do it the first of the year so that the holidays would not be wrapped into that six-month period. Building Official Law advised that once the computer program is up and running, he could send out a notice alerting them to expect the certified letter. He said that the condo associations got hit pretty hard with the reserve money and the laws are changing.

Mayor Samora suggested to do it no later than the end of this year and for him to pull it forward when he is ready. Commissioner George said that he would have discretion to send out thirty letters in September and thirty letters in another month to stagger it if he thought that it would be beneficial. Building Official Law said that he is hoping that the State comes out with a brochure that we could have printed as a stuffer. He said that the condo associations know what they are doing, and he is not concerned that we would have non-compliance but that it will adjust their reserves and the way that they vote.

Mayor Samora opened Public Comment. Being none, he closed Public Comment.

Motion: To approve Resolution 23-05 with the change of \$250 per building for phase one and \$200 per building for phase two. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor Samora moved on to Item XIII.8.

7. Request for E-Bicycle Ordinance and Budget Resolution 23-11 to Pay Costs for School Resource Officer at Island Prep School (Presenter: Police Chief Dan Carswell)

Chief Carswell advised that the budget resolution is to pay for a school resource officer at Island Prep School and he showed a PowerPoint presentation [Exhibit D]. He said that in May of 2023, Island Prep School requested to meet with the St. Augustine Beach Police Department (SABPD) regarding some security concerns and that in August they plan to begin serving students up to 8th grade. The preschool combined with the K-8 would be approximately 275 students. He said that Island Prep School also consulted with a private security company and afterwards advised the SABPD that they would like to contract for a full-time security officer.

Chief Carswell moved on and provided information regarding the Florida State Statute governing School Resource Officers, F.S.S. 1006.12. He said that by law the St. Johns County Sheriff must provide security to all public schools in one of four forms such as a traditional School Resource Officer, a School Safety Officer, a School Guardian, and a School Security Guard, which is a contracted security guard. He said that private schools can use any of these options but that they would cover the cost and they must comply with the same State Statute that governs the training

and requirements for all four of these options. He advised that Island Prep decided to go with a School Resource Officer, which would be a certified Police Officer assigned to their school.

Chief Carswell moved on to the next slide, which described the work schedule during the school year when the officer would provide onsite security, traffic control as needed, speak to classes, etc. vs. the summer and holidays when the officer would work a regular patrol schedule, provide extra beach patrol, and assist with short patrol shifts and major events.

Chief Carswell advised that they are proposing a 70/30 split of the cost with Island Prep covering seventy percent and the City covering thirty percent. He advised that a new officer with benefits would cost about \$96,000 and that Island Prep would be covering about \$67,678. He advised that there would be no vehicle costs because they have vehicles, but that there would be some minimal expense for uniforms and equipment for a total annual cost of \$29,334 per year for the City. He advised that they are asking for the budget resolution for \$75,000 this year so that he can hire an officer now and get them trained and ready for the next school year in August, which is in this fiscal year.

Chief Carswell said that this is a win-win for both parties and it is invaluable to have one of our officers there to form relationships with the kids. He said that he has everything covered on his end with personnel, accreditation, policy, and that everything is ready to go.

Mayor Samora asked if Island Prep School was aware of the costs. Chief Carswell said yes. Mayor Samora asked if a contract had been drawn up. Chief Carswell said no because he was waiting to see how tonight's presentation went. Mayor Samora asked if there had been discussion regarding the terms of the contract. Chief Carswell advised that they are looking to start out with a two-year contract.

Commissioner Sweeny asked if the increased cost of \$30,000 for this officer would be offset by not having to hire additional officers in the summer. Chief Carswell advised that the \$30,000 would be either additional officer help on the beach or the road but that the odds are that it might not be full, and they would end up covering a full-time shift that might not be staffed instead of hiring a full-time officer. Commissioner Sweeny said that it could potentially offset it. Chief Carswell said yes. Commissioner Sweeny advised that she had worked with the School District for a long time and that the School District pays the cost for those Sheriff's officers. Chief Carswell agreed.

Commissioner George said that it sounded like a good situation because it gives us more hands available without being burdened by paying for a full-time officer and to have help during the peak tourist months. She said that it also reduces the Department from being spread thin if they need to respond to something going on at the school and that we need to protect our children. Chief Carswell said that when we think of police officers these days that we often think about an active shooter situation but that there are other things that could happen on a daily basis such as medical emergencies, parent discrepancies, etc.

Mayor Samora opened Public Comment.

Tom Reynolds, 50 Brigantine Court, St. Augustine Beach, FL, agreed that it is a good idea to protect the schools; has trouble with the \$29,000; why isn't an Island Prep representative here speaking to us; where are they getting their money from; things are changing and that almost anyone could go to that school and get a voucher; the presentation should have included someone from Island Prep to talk about their funding and maybe they should get the whole thing covered.

Tony Lippi, 4 Hawaiian Blvd, St. Augustine, FL, is in favor of having a resource officer; his twins go to Hartley Elementary, and he would like to give praise to Officer Buck; he was there every morning, and it was peace of mind, and it would help the parents of Island Prep students.

Nicole Wilson, 8 2nd Street, St. Augustine Beach, FL, is a parent of Island Prep and this is a wonderful thing; thanked the Chief for putting it together; all the local schools have this assistance as well; you have not heard from Island Prep yet, but they have worked hard to put this together and that everyone would benefit from it; it is not coming from taxpayer dollars and that she knows that the school is paying their portion; appreciates the City taking this into consideration; it is good for the kids to be around the officers and get to know them; is very much in favor of this.

Jared Davis, 639 Deer Crossing Road, St. Augustine, FL, has two children at Island Prep and supports the request for a resource officer; as the school grows, it is necessary to increase the level of safety, the peace of mind, and to take the precautions to protect the student and the teachers; our children are our future and it is important to protect those that cannot protect themselves; the events that could happen are hard to predict, which is even more reason to have one onsite full-time; it is also important to support the growth of a small business like Island Prep to remain on par with other highly rated schools that have resource officers.

Gina Diesl, 216 North Ocean Trace Road, St. Augustine Beach, FL, is on the Administration Team and they have been working very closely with the Sheriff's office; they have listened to our concerns; the number one thing that the school promises is to keep their kids safe first and education is after; she feels very strongly about it and that is why they are here; the school is growing and there will be a whole different set of issues; the school will be paying a significant amount; this is something that we have not fully planned for but that they now get scholarships, which is a major plus for a lot of families; we hope to reach out to them for their help since those blessings went into their pocket and maybe they could give back and help the security fund; the founder of the company has been amazing and she has been looking at our kids' safety and security as number one and she wanted me to convey her appreciation for hearing this item; these are our kids and this is the only private school on the island and we want our kids to have a place to learn, grow, feel safe, and have someone else looking out for them.

Brooke Bilotta, 163 Tumbled Stone Way, St. Augustine, FL, has two children at Island Prep and is also a teacher there and will teach middle school next year; feeling safe at school shouldn't be a thought, but unfortunately today that is not the case; having a familiar face, someone that they can trust and talk to, is a great advantage; having someone that can speak openly with students that are having trouble could make a huge impact on the student's life; it is important for the students to become familiar with the police officer because they are more than what the media puts out; a resource officer would make the students feel safe, which is directly connected to them achieving their academic goals and they can focus more on their learning; as a teacher she knows how important it is to have a resource officer and she would look forward to them coming in a talking with her classes; being a teacher for over eighteen years she knows what it feels like to feel unsafe at school; from personal experiences, if she feels safe at school, then she is better focused herself as a teacher; studies have proven that teachers that feel safe have better learning gains from their students but also stay at their jobs longer; this is the most important thing for her as a parent of Island Prep students; not only from school shootings, violence, threats, but also from bullying and mental health issues; the resource officer would provide positive relationships with the students and develop strategies to resolve conflicts; quoted a university research study regarding the beneficial statistics from having a school resource officer program; our school is small and we live in this awesome place but that does not mean that we are immune from problems and if this is a way for our school to get these services, then that is what she wants.

Jennifer Smith, 5384 3rd Street, St. Augustine, FL, has been an educator for fifteen years and has two children at Island Prep and this is very important to her; as an educator she has walked into the school with a lot of "what if" moments, escape routes, hiding places, etc.; she has been through school lockdowns and some were scary for both her and her students, which leads to

other “what if” fears but her school has a resource officer, so the fear has been mitigated; we were calmed by the presence and quick reaction of the officers and they would work with the faculty and staff to teach them how to react; she could call her husband in those moments of chaos and tell him that everything was okay; it is not only personal reasons but also common sense reasons that a resource officer is vital for the security and safety of students, staff and visitors; they are trained by law enforcement professionals and are equipped to handle various emergency situations and their presence helps deter potential threats; they create relationships with students and administrators; in a world full of “what ifs”, we can do more to ensure that our children are safer.

Mayor Samora closed Public Comment.

Commissioner George asked Chief Carswell if this officer would be tied in with the Sheriff’s remote monitoring program. Chief Carswell said that that is something that he still wanted to look into. Commissioner George said that the program is brilliant and said that she would be happy to help.

Commissioner Sweeny encouraged them to meet with the Sheriff’s Office regarding a camera system that they could tap into in “real-time” to help out if there is an emergency.

Commissioner Morgan said that she attended a presentation from the head of the Sheriff’s School Resource Officer’s badge/lanyard program, which is something that could be considered to complement the onsite officer.

Vice Mayor Rumrell thanked Chief Carswell for bringing this to the Commission and for everyone attending and speaking tonight on behalf of children’s safety, which is the most important thing. He said that he has five children, and his wife has been a teacher for twenty-six years in the St. Johns County School District and threats can happen even in great schools. He is completely in support of this and is ready to make a motion.

Motion: To approve Budget Resolution 23-05. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

Commissioner Morgan asked when to expect an agreement with Island Prep School. Chief Carswell advised that he would get with the City Attorney tomorrow morning to get it going.

Mayor Samora moved on to the request for an e-bike ordinance.

Chief Carswell showed a PowerPoint presentation [Exhibit E]. He said that in February he presented some concerns that he had regarding the rise of e-bikes and other alternative transportation. Since then, he met with some northeast Florida safety groups established by law enforcement and first responder organizations that are having meetings just about e-bikes, golf carts, etc. because communities all over Florida are having the same issues. He also spoke with Homeowners’ Associations (HOAs) and researched social media posts and citizen complaints to gather their concerns. He took that information and worked with the City Attorney to find the best solution to alleviate the problems that we are having. He said that e-bikes are everywhere, and micro-mobility is a good thing to help with traffic and gas prices, but we want to make sure that they are doing it safely. He advised that we are very fortunate that we do not have a lot of bicycle vs. vehicle accidents, and we are getting even less e-bike vs. vehicle accidents right now. The stats do not show the e-bike injuries because it is data that is hard to get because they are fire rescue calls, but injuries happen far more frequently than crashes.

Chief Carswell advised that statistics show that e-bike riders suffer more internal injuries and require hospitalization because people are riding fast on e-bikes, and it is a learning curve to understand what they are operating. He said that e-bike collisions are three times more likely to involve a pedestrian, which is huge for our beach because they are going twenty-miles per hour

and weaving in and out of people. He advised that e-bike riders do not need to have a license, insurance, or wear a helmet, and these are sometimes kids that could cause serious injuries.

Chief Carswell said that the citizens' concerns were for the e-bikes riding on sidewalks and the pedestrian area of the beach. He agreed with them one hundred percent and said that sidewalks are very dangerous because they come into intersections and sometimes go opposite of the traffic, which is a recipe for disaster. He advised that pedestrian areas are closed off for a reason and are not for motorized and/or electric vehicles.

Chief Carswell advised that he worked with the City Attorney to find the easiest fix and that we have an existing City Ordinance, Section 19-66, Use of sidewalks and certain other rights-of-way, which already solves the sidewalk problem and that he would add the verbiage; *"city beaches (as defined in section 5-1 of this code) not including those certain areas designated for motor vehicles referenced in section 5.7..."*. He said that e-bikes are increasing and the risk for injuries is going to increase but that he did not want to go crazy and over-regulate their use and that this a step in the right direction to address the problem.

Mayor Samora asked if they would be able to ride in traffic lanes. Chief Carswell advised that they are made to be in the bike lane or the actual road and would be better in the bike lane riding with traffic. He said that regular bicycles are allowed to ride on the sidewalks but have to yield the right-of-way to pedestrians. He said that e-bikes that are under pedal power could ride on the sidewalk but not when under electric power going twenty miles per hour, which is where we see most of the problems.

Mayor Samora asked if the e-bikes would be restricted to the vehicular lanes on the beach or is this to regulate their speed. Chief Carswell said that it would be more of an educational thing. They could pedal the e-bike on the sand but when under electric power it should be in the vehicular lanes on the beach. Mayor Samora asked if they would have to be pedaling north of A Street. Chief Carswell said yes. He said that this is something that the officers would use discretion on, and their main focus would be for the e-bikes that are weaving in and out of people, etc. because a lot of people are concerned about it.

Vice Mayor Rumrell said that this is a needed adjustment to our ordinance and that he would like to see the one-wheel added to some degree. He has also heard that there may be something coming from Tallahassee because some e-bikes go as fast as golf carts and they are starting regulations for golf carts now that you have to be a licensed driver, etc. He said that he was driving thirty miles per hour on the Boulevard and was passed by an e-bike. Chief Carswell advised that there are different classes of e-bikes and some top out at about thirty miles per hour. He said that you can modify them but there is already a State Statute against that, which does not stop people from doing it. Vice Mayor Rumrell applauded the Chief for coming with this and said that he has received calls about it and has seen e-bikes almost hit kids, etc.

Commissioner Sweeny thanked the Chief for bringing this to the Commission. She said that she does not want to discourage people from alternative modes of transportation, and she would like to strike the right balance with education being the key. She said that she read that they would be doing educational outreach and she suggested that the City's Public Information Officer, Melinda Conlon, could post on our social media channels and the Newsletter, etc. to help educate people. She said that they could still pedal their e-bikes on the sand, so it is not an outright ban. She said that this also brings something else to mind and she asked to explore adding more bike racks at our beach access points because we struggle with parking. She said that she liked that people are using alternative forms of transportation and does not want to discourage them and if they are not going to be able to ride it in the same manner, that she would like to have a place for them to park it safely.

Commissioner Morgan said that enforcement is what it comes down to because it would be a tough call to determine if they were pedaling or not. She said that they would get a citation and then go to court and say that they were just pedaling. She said that she is not a fan of e-bikes and finds them annoying. She described a situation that she observed of a family on e-bikes and said a woman went headfirst over the handlebars and was not wearing a helmet and she feels that there needs to be an ordinance for helmets for e-bikes probably more so than this because it could be more easily enforced. She said that the education factor is more important for e-bike safety, which could be included in the bike rodeo, etc. She said that she would prefer that kids ride e-bikes on the sidewalk and not the bike lane. She suggested restricting certain times or dates for e-bikes on the beach such as not on Memorial Day, Labor Day, etc. or restricting the hours that they are allowed on the beach. She said that there were a lot of other concerns such as the sea turtles, etc. and that she also wanted to ask about having more bike racks because she saw some elsewhere that had local business advertising on them, which would be a great way to fund it. She said that this might not be covering the problem and how would we enforce it because it does not address one-wheel bikes, or helmets, etc.

Chief Carswell advised that this is just one step, and that enforcement would be done the same way it is with pulling someone over for not wearing a seatbelt. He said that they deal with that every day and go to court and present their case. This is not for whether they were pedaling or not, this is for them speeding through pedestrians on the beach that are causing concerns. He advised that you are much safer riding in the bike lane than the sidewalk because people are looking at the bike lane and you are flowing with the traffic. Most bike accidents that they see are from riding against the flow of traffic on the sidewalk or they do not have a light on their bike at night. He said that he felt that regulating helmets would be reaching too far with how they operate.

Mayor Samora asked what the bicycle helmet regulations are. Chief Carswell said that he believed that anyone under sixteen years of age has to wear a helmet and it is crazy that they are not required to wear a helmet or even have a license with e-bikes, but regulations are coming, and laws are changing. He said that there are meetings every month just talking about e-bikes. Right now, working an e-bike crash, there is no way to even put an e-bike on the system and that Florida is trying to catch up and we are actually getting ahead of the curve.

Mayor Samora asked if the enforcement would be a ticket. Chief Carswell advised that it would be a city ordinance citation but that his goal is education for a while and not to raise revenue. He said that our beach patrol officers would stop them and educate them how to operate the e-bike before anything else would take place.

Commissioner George asked how a citation would work for a minor. Chief Carswell advised that he would have to look into that. Commissioner Sweeny asked how a speeding ticket works for a sixteen-year-old. Chief Carswell said that the citation would go to the sixteen-year-old. He said that if it were a twelve-year-old, that they would call the parent, and if a citation is needed, it would go to the parent or sometimes it can just be worked out with the parent. Commissioner George said that she liked his policy approach of asking the Commission for something that would give the police the authority to start implementing an educational campaign, both on the road and on all the social media that we have at our disposal. She said that given the new territory that this raises and not knowing what might be coming from Tallahassee, this is a good balance for the different concerns. This gives you the tools to start implementing it on the street and using discretion not to overburden people who are using it for other means of transportation and operating safely. Chief Carswell said that the goal is safety and not enforcement because the last two e-bike crashes ended up leaving in a helicopter.

Mayor Samora asked the City Attorney how to proceed. City Attorney Douglas advised that the Chief is looking for guidance and consensus whether or not the Commission wishes to bring this back in ordinance form for a first reading. Vice Mayor Rumrell advised that the agenda has been published and no one is here to speak against the ordinance.

Mayor Samora opened Public Comment.

Tom Reynolds, 50 Brigantine Court, St. Augustine Beach, FL, is for the ordinance and anything that can be done about e-bikes; his son's e-bike is currently broken, and he does not wear a helmet and he would like to see a helmet law; there are golf carts all over the Anastasia Boulevard.

Mayor Samora closed Public Comment.

Commissioner George asked the Chief to look at the language for the definition of the single wheel. Chief Carswell said that he believed that it said something about motorized or electric and that he could switch the verbiage to cover the single wheels. Mayor Samora suggested to try to work something in about helmets. Commissioner George said that there is already a State law regarding helmets. Mayor Samora and Commissioner Sweeny said that that law is for regular bikes. Commissioner George asked if it would also apply to e-bikes. Chief Carswell said no, not right now but it is something that they are working on to get it covered. Commissioner George suggested that the draft ordinance could include a reference that that regulation is integrated in to apply to e-bikes. Chief Carswell agreed.

It was the consensus of the Commission to move forward with the e-bike ordinance.

Mayor Samora thanked everyone for allowing him to go out of order to accommodate the kids in the audience.

Mayor Samora moved back to Item XI.3

8. Contracts: Consideration of City Attorney Reviewing Them (Presenter: Max Royle, City Manager)

City Manager Royle advised that this item is to get clarification and guidance from the Commission as to the extent you want contracts reviewed, or if you want them all reviewed, or maybe only those with expenditures over a certain amount, or if they concern land use or property rights.

Vice Mayor Rumrell said that he mentioned this when we had the crane incident with the Ocean Hammock Park restrooms. He said that the City Attorney just got a nice extension and that he would like them to review as many contracts as they are willing to. He said that it is more important for the language and not the dollar amount because we have set threshold parameters. Engineering Director Sparks said that he had some thoughts on that himself and that he had been working with the City Attorney on some boiler-plate type contracts, which is where he would like the City to go for the engineering, construction, and easement projects so that we can pull them off the shelf because they have already had a legal stamp on them.

Commissioner George said that it is okay if the City Attorney says that he does not need to review a certain contract, but we have an attorney and that is the whole point. City Manager Royle said that all contracts would go through the City Attorney for him to determine whether there should be an in-depth review. Vice Mayor Rumrell said that he agreed that we should have some boiler-plate contracts that would be the standard and we could just fill in the blanks. Commissioner George said that some vendors will want to use their own contracts, but some will agree to use our contracts.

City Attorney Douglas echoed what Commissioner George said and that when a contract comes to the City Attorney for review there would likely be changes, which could delay the process and he suggested to get the contracts sooner than later so that we are not running against a deadline. He said that in the past, the City Manager has been the person who would triage what needed to

be reviewed, but that we would be happy to review all contracts. Mayor Samora said that the triage could still take place as long as the City Manager is informed of what the concerns may be and whether a review is needed that may delay the contract. City Attorney Douglas said that there was a question earlier about the arbitration venue and if we are going to be sued that we would always ask for it to take place in our County, that we could provide the model language for it, and the vendor would be put on notice that those are the kind of things that we will be looking for. Vice Mayor Rumrell asked if that could be incorporated into the Request for Proposals (RFP) so that any respondent would know that it is the standard contract that the City uses. He said that if they comply with it, it could possibly eliminate change orders, etc., and it would give the City Attorney enough time, which would be helpful. Commissioner George agreed and said that the recent crane situation was very unique to the fact that we bought a manufactured structure and worked with their vendors and there was not enough time or negotiating power.

Mayor Samora asked if the City Manager had the guidance that he needed. City Manager Royle said yes.

Mayor Samora opened Public Comment. Being none, he closed Public Comment and moved on to Item XIII.9.

9. Succession Planning: Consideration of Process for City Manager's Position (Presenter: Max Royle, City Manager)

City Manager Royle advised that there are three parts to the report that he provided. He said that the first part is the designation of a person to fulfill the Charter provision to appoint an acting City Manager so that the City would have someone automatically designated to step in. He said that the second part is the process of hiring a permanent City Manager, which he outlined how the Commission could go about it. He said that the third part is to establish a contract date for himself or whomever is holding the position along with an evaluation, which just so happens to be on the August agenda for both the City Manager and the Police Chief.

Mayor Samora said that we want to come up with an action of designating an acting City Manager in the event that we need one. City Manager Royle said that it should be someone that is acceptable to the majority of the Commissioners.

Commissioner Sweeny advised that it looked like it was already specified in the City Charter that the City Manager is supposed to do that. Mayor Samora said that he believed that the City Manager was trying to preempt anything because the Commission cannot override that and that he wanted to make sure that we were all on the same page. Commissioner Sweeny asked if that had been done yet. City Manager Royle said no.

Commissioner George asked what would happen if someone were named and six months later, they were not here anymore. City Manager Royle advised that he would come back to the Commission requesting a new designation or he could come back the first of each year to review it. Mayor Samora said that it probably should be reviewed annually anyway.

Commissioner George said that it is good to have a "Plan B" in place, but the designation would depend on the circumstances at that time, which should drive that decision. Mayor Samora said that whatever the Commission decides tonight, if it needs to change with the circumstances at that time, we still have the authority to override it. Commissioner George suggested that the City Manager should have a letter that gets updated and then let the Commission know about it instead of us deciding who that person should be.

Commissioner Morgan advised that she is comfortable with the City Manager telling the Commission who he wants to designate but that it is important to designate someone to fill in. Commissioner Sweeny said that it is good emergency management planning/succession planning

and a good practice for any organization to have a line of command. Commissioner George agreed but asked why the Commission needed to rubber stamp it. City Manager Royle said that he would not want to designate someone to act in his place that some Commissioners may not be comfortable with.

Mayor Samora said that the need is there and that we have two courses of action. Number one is to have the City Manager put his letter on file and we can either trust his judgement and/or change it or we can decide it now.

Commissioner Sweeny said that the City Manager raised an issue and that she would not want the designee to be the Police Chief for the reasons outlined in the memo regarding dual position. Commissioner George asked why any employee would be precluded. City Manager Royle advised that he and the Chief are considered Charter Officers. Commissioner Sweeny said that the Chief is the only other employee that reports directly to the Commission.

City Manager Royle advised that Sheriff Shoar had to bow out when Chief Hedges left. Commissioner George said that Sheriff Shoar was never going to act as the Chief. City Manager Royle advised that he appointed one of his people to be the interim Chief then they said that they would have to stop doing that because they may run afoul of the new office holding provision because that designee was a St. Johns County Sheriff Deputy. Commissioner George said that the person he was appointing was to fulfill the kill committee where officers would be hired vs. fired. City Manager Royle advised that Chief Hedges was already gone and that he could not fire anyone. Commissioner George advised that this is a question for the City Attorney.

City Attorney Douglas advised that staff may know about the City Manager's temporary absence before the Commission, and he asked the City Manager to include instructions in his letter to that acting City Manager to immediately notify the Commission, which would give the Commission the opportunity to call an emergency meeting to potentially override that person. Mayor Samora asked whether that person could or could not be the Police Chief. City Attorney Douglas advised that he would err on the side of caution and that he initially agreed with the City Manager's analysis but that he would prefer that we do more research first. He said that he understands the legal and practical reasons for keeping those two positions separate. Vice Mayor Rumrell said that they should be separate. Mayor Samora said that he is fine with that guidance as well and he asked if the Commission would prefer that the City Manager just file a letter.

It was the consensus of the Commission to have the City Manager file a letter.

Mayor Samora advised that the City Manager has the full faith of the Commission to appoint an interim City Manager. City Manager Royle asked if the Commission was at a point now to determine a process for hiring a permanent City Manager. Mayor Samora said that he believed that it should be for the sitting Commission at that time. The Commission agreed. Mayor Samora said that the City Manager has laid out the possibilities and that a lot would depend on the circumstances, the staff, etc. The Commission agreed.

City Manager Royle asked to discuss the contract portion of this agenda item. Vice Mayor Rumrell said that historically cities/counties have contracts with their city manager/administrator and as we move forward that this, it would be smart to implement something now because he believed that the next city manager is going to want a contract. He said that there could be five new commissioners next year, all five could want the current City Manager to leave, and all they need is a 4-1 vote. He said that there should be a contract for the protection of a city manager and also to attract city managers that would probably be looking for a contract.

Commissioner Sweeny asked if other employees have contracts. City Manager Royle said no and neither does the Police Chief. Mayor Samora asked if a Charter change would be needed to do this. City Manager Royle said no. City Clerk Fitzgerald advised that the City Manager had a contract

a while back. City Manager Royle advised that it started as a one-year contract, then a two-year, etc. then it stopped. Vice Mayor Rumrell said that he is not married to just a one-year contract but that he wanted to get it on the record that we should have a contract in place. Commissioner George agreed. Commissioner Morgan suggested a two-year contract because it may be hard to attract a new city manager to move here for just a one-year contract and it would give the Commission time to prepare if needed. The Commission agreed. Commissioner George said that the point is to just have something and that the term would need to be reasonable for what the normal standards would be. Commissioner Sweeny said that whatever we determine at this time does not have to be what the contract term is for a new person. Commissioner Morgan said that a one-year contract is a hard sell for someone that is coming from far away. Commissioner George said that the term could be negotiated so that when the time comes, we would not be starting from scratch.

Mayor Samora asked if it should be a fiscal year contract. City Manager Royle advised that terminating the city manager during the time of the City budget is not desirable and that a calendar year contract would be better, and he asked if the City Attorney should draft the terminology. Mayor Samora said that he did not realize that there were previous contracts that we could review, and he asked the City Attorney if there was anything that the Commission should address in the contract. Vice Mayor Rumrell said that he would like to see the previous contracts to see whether annual evaluations were part of those contracts. City Clerk Fitzgerald said that it had been a while since she reviewed the contract records, and she asked how far back the Commission wanted to see. Vice Mayor Rumrell said that he is okay with seeing the last three contracts. Commissioner George said that she knows what should not be included in our contract after reviewing the County's.

Mayor Samora asked the City Manager if there was anything that he would like to see in the contract. City Manager Royle advised that even though the contract would have a term, he would not give up any vested rights that he has under the City Charter. Commissioner George asked if he meant the super majority. City Manager Royle said yes. Commissioner George said that that would be up to the Commission and upon adoption of the contract that we could terminate that and start fresh. City Manager Royle said that there is also a provision in the Charter that his pay cannot be reduced as part of a general pay reduction for all employees.

Commissioner Sweeny asked how the 4-1 vote got added to the Charter. City Manager Royle said that the Mayor at that time, Frank Charles, added the super majority vote. Commissioner Sweeny said that it is odd to have a provision written like that for one position. City Manager Royle said that initially in 2004 it was approved by the voters and in 2014 they added it because I had a vested right. Commissioner George advised that it was not in 2014, it was before she was on the Commission. She said that according to her husband, who was on the Commission with then Mayor Frank Charles, the draft Charter language had gone through multiple iterations and at the very last meeting the Mayor said; "let's just add in the super majority vote." She said that no one really objected, the public view periods had already lapsed, and that City Manager Royle has done a good job for us. City Manager Royle said that the voters did approve it and they approved the changes. Commissioner George said that there was a whole other set of Charter reviews in 2014, which did not touch any of that.

City Manager Royle advised that a Charter Review is coming up starting this year and the Commission would need to consider who they want to be on the Charter Review Committee, whether there should be an outside consultant again, etc.

Commissioner Sweeny asked if the League of Cities does searches for city managers. City Manager Royle advised that there is a group called "Range Riders", not affiliated with the League, and they are a group of retired managers, which he believed helped find the Flagler Beach manager several

years ago that has since been fired. He said that the City of St. Augustine for years has appointed from within without a nationwide search.

Mayor Samora opened Public Comment. Being none, he closed Public Comment.

Mayor Samora said that the City Clerk would provide the prior contracts and that we would also need to get with the City Attorney to produce something. He asked if it could be brought back and put on the agenda for next month. City Manager Royle said yes, and he asked if the term would be one or two years. The Commission said two years.

Mayor Samora moved on to Item XIV.

XIV. STAFF COMMENTS

Engineering Director Sparks thanked everyone for helping the Engineering Department get up to speed. He said that since budget time is upon us that he would like the City to consider an Enterprise Asset Management System for our vertical and horizontal assets. We do not have a GIS system that is fully populated with a complete inventory of our assets, which could help us to better program the funding for deteriorating assets. He said that he is also looking to revise the stormwater code, which he has been working with the Building Official's Department on. He said that there are a lot of downstream drainage assets that need to be maintained because if we do not maintain them, the new systems are not going to function very well. He said that we have a little money coming next year to do a Citywide inventory of the roadways and a pavement management plan so that we would be able to better present which roads we would be doing each year and their costs. He advised that the City Manager hooked him up with the Smart North Florida group and that they will be coming in a few weeks to meet with each division and help us determine which technological products will best meet the City's needs. He said that he really appreciated the City Attorney's help with the contracts and that it is good to have several contracts to pull from.

Commissioner Sweeny said that the Commission had approved funding for a position to help with some of the contracts, grants, etc. Finance Director Douylliez asked if she was referencing grant management. Commissioner Sweeny said yes. Finance Director Douylliez advised that we put out an RFP for services, we selected a vendor, and we are trying to coordinate a meeting to see what level of services they can provide. Engineering Director Sparks advised that they met with the vendor virtually while the Finance Director was on vacation and that their intent was to get back with the us to talk about what the City needs such as administration of current projects that are on the books.

Commissioner Sweeny said that the next legislative session would be here soon, and she asked to put a list together of things that we want to ask for. Engineering Director Sparks advised that he already gave a list to the Vice Mayor on Friday. Commissioner Sweeny asked if he would share that list with her as well. Engineering Director Sparks agreed. Vice Mayor Rumrell advised that he already forwarded it to people to review as well. Commissioner Sweeny asked to build in the grant administration fees into the amount that we are asking for.

Assistant Public Works Director Adams advised that we had a beach clean-up event on June 24th in partnership with the Matanzas Riverkeeper, which had thirty-one volunteers that collected one-hundred and fifty-one pounds of trash between Pope Road and A Street. He said that we might want to schedule another clean up event soon while it is fresh in everyone's minds and that he would keep the Commission informed about it.

Building Official Law advised that they issued the permit for Embassy Suites seawall reconstruction project and that he believed they had the east side of Pope Road shut down today. He said that they have to be out of the area by October 15th so that the Army Corps of Engineers

can move in to begin their process. He said that over the last few years, we have been making changes, especially with a new Code Enforcement Officer, and they were currently doing address checks looking for houses where the address fell off, etc. and educating the residents about that. At the end of this year, we are going to shift to accessible parking spots at businesses that sometime have a way of getting paved over. He advised that we would bring in the Florida Statute, which is supported by our Land Development Code, and we are hoping that everything will be informational such as are they stripped, is the sign still there, etc., which we are going to try to do in conjunction with the Business Tax Receipt (BTR) renewals in August and that this will be a big win for the accessible community.

Vice Mayor Rumrell said that we were getting updates for a while from a citizen regarding a home that was being used for a transient rental that was not licensed. Building Official Law said that the Code Enforcement Board decided at their last meeting to send a letter and if the homeowner does it again, that we would convene the Board for an emergency meeting with a fine to be established. He said that they were told that the property was being sold but that they have been monitoring the address. He said that it showed up as a thirty-plus day rental and then around Memorial Day it went to individual rental days, and we were told that it was a computer glitch. He said that no fines had been issued and that no one even showed up.

Commissioner Morgan said that now that the sign ordinance has been passed, would the Commission be seeing enforcement of it. Building Official Law said yes and that he has been working with the Code Enforcement Officer and once it is signed, that they will be mailing a summary to all the businesses that received the original letters. He said that there are three businesses that stick out to him: the Wendy's sign had that face removed, which is not an acceptable means to protect it and they may need to pay for an insert; the Zaharias Restaurant, which has been closed for several years and they may be able to paint it; and the former Power Depot at the end of Pope Road, which is a canvas/upholstery shop now and we have been waiting for this ordinance to pass before we did anything. He said that they also had a few of the twelve-foot signs come into compliance.

Police Chief Carswell advised that they renegotiated their funding contract with County Beach Services and that they increased the City's funding from \$113,000 per year to \$200,000 per year and that they will also give us \$25,000 this year to finish out the fiscal year. He advised that he would use that funding to hire another full-time Beach Patrol Officer, which will give us much more coverage on the beach. He thanked Vice Mayor Rumrell as well as several others from the County for helping to get this pushed through.

Commissioner George asked why A Street was closed today. Chief Carswell advised that it was part of the renourishment being done to the dunes for the next ten to fourteen days. Mayor Samora said that it is bad signage because the street is open, and the sign says to "local traffic only". Someone from the audience said that they should be letting local traffic, business owners, and restaurant patrons through. Commissioner Morgan advised that she drove down there today. Commissioner George asked if the purpose of having the sign at the Boulevard was to deter beach traffic. City Manager Royle said yes. Commissioner George said we should have a digital sign that specifies that only the beach access is closed. Mayor Samora advised that he saw that digital sign at La Fiesta, so it was put at the wrong location. Chief Carswell said that there was some miscommunication today with the signage and that it would be cleared up by tomorrow. Mayor Samora asked if it was going better at the Ocean Trace Road ramp. Chief Carswell said that there are plenty of places to turn around at Ocean Trace Road, so it is easier than at A Street. Mayor Samora asked if it would be closed for two weeks. Chief Carswell said ten days to two weeks depending on the weather.

Mayor Samora asked for clarification whether the beach would be closed while they are doing the work. Chief Carswell said that pedestrian access to the beach would not be affected, only vehicular access.

Finance Director Douylliez advised that she has been working hard to balance the budget and that she would have something to the Commissioners very soon. Mayor Samora asked when she anticipated setting up the individual Commissioner meetings. Finance Director Douylliez said the week of July 24th and that the Budget Meeting is scheduled for July 31st at 5:30 p.m. and that she and the City Manager have already discussed some cuts that would need to be made out of the budget. She said that the plan is to have a working copy for the Commission by July 18th, which would give the Commission one week ahead of scheduling the individual meetings.

City Attorney Douglas advised that City Attorney Blocker attended the League of Cities annual meeting in south Florida last week and that he looks forward to providing updates next month.

City Manager Royle said that Commission Sweeny had suggested that the City have a Department Head take "Leadership St. Johns" and that our first participant will be Building Official Law. He said that it will not only be beneficial for our Building Official but for those participating in the class to be able to work with him. Commissioner Sweeny said that it will be great networking for the City.

Mayor Samora advised that SEPAC meets on Thursday, July 13th; the Planning and Zoning Board meets on Tuesday, July 18th and they will probably have high attendance because of the Publix project; and then the Budget Meeting on July 31st at 5:30 p.m.

Mayor Samora moved on to Item XV.

XV. ADJOURNMENT

Mayor Samora asked for a motion to adjourn.

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

Mayor Samora adjourned the meeting at 9:26

Donald Samora, Mayor

ATTEST:

Dariana Fitzgerald, City Clerk

MEMORANDUM

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

FROM: Max Royle, City Manager  mk

DATE: July 26, 2023

SUBJECT: Update Report on 2023 Beach Restoration Project by Mr. Jason Harrah, U.S. Army Corp of Engineers

Attached is the project's schedule that Mr. Harrah sent by email on July 26, 2023. He will be at your meeting to provide any information he has received since the 26th and to answer your questions.

Max Royle

From: Harrah, Jason S CIV USARMY CESAJ (USA) <Jason.S.Harrah@usace.army.mil>
Sent: Tuesday, July 25, 2023 5:12 PM
To: Damon Douglas; 'Joseph Giammanco'; 'Stephen Hammond'; Max Royle; Jerry Scarborough; Pecora, Darren J CIV USARMY CESAJ (USA); KLUG, GEOFFREY M CIV USARMY CESAJ (USA); Pinto, Rosemarie E CIV USARMY CESAJ (USA); Moore, Darin L CIV USARMY CESAJ (USA); DePue, Jason; Seckinger, Eric; Daniel Carswell; Hollingsworth, Michael J CIV USARMY CESAJ (USA); Snyder, Patrick J CIV USARMY CESAJ (USA); Ledford, Tony W Jr CIV USARMY CESAJ (USA); Ruderman, David J CIV USARMY CESAJ (USA); McRae, James W CIV USARMY CESAJ (USA); Boe, Michael J CIV USARMY CESAJ (USA); 'Brandt, Leighann'; Rajesh Srinivas
Subject: FW: ADVERTISEMENT: W912EP23B0009, Shore Protection Project St. Augustine Beach Renourishment 2023, St. Johns County, Florida
Importance: High

CAUTION: This message originated from outside of your organization. Clicking on any link or opening any attachment may be harmful to your computer or the City. If you do not recognize the sender or expect the email, please verify the email address and any attachments before opening. If you have any questions or concerns about the content, please contact IT staff at IT@cityofsab.org.

All,

The St. Augustine Beach renourishment project is finally advertised! The projected schedule is provided below:

- Contract Advertisement: 25 July – 25 Aug 2023
- Contract Bid Opening: 25 Aug 2023
- Contract Award: 29 Sep 2023
- Contractor Notice to Proceed: 29 Oct 2023
- Estimated Date to Start Mobilization (based on 65 day required turtle monitoring that starts 28 Aug 23): 1 Nov 2023
- Anticipated Start of Sand Placement: ~Dec 2023
- Estimated Completion Date: 30 June 2024 (estimated 245 calendar days)


Thanks,

Jason S. Harrah
Senior Project Manager
Water Resources Branch
Programs and Project Management Division
Jacksonville District
U.S. Army Corps of Engineers

Cell: (904) 305-0323
Email: Jason.S.Harrah@usace.army.mil

MEMORANDUM

TO: Commissioner Samora
Commissioner Rumrell
Commissioner George
Commissioner Sweeny
Commissioner Morgan

FROM: Max Royle, City Manager 

DATE: July 19, 2023

SUBJECT: Request for Conditional Use Permit to Construct a Single-Family Residence in a Commercial Land Use District at 14 D Street (Lot 15, Block 36, Coquina Gables Subdivision)

INTRODUCTION

The location for which the conditional use permit has been requested is on the north side of D Street, east of the parkette that's at the northeast corner of D Street and A1A Beach Boulevard. An older, single-story house built in 1962 is now located at that address. Because the address is in the commercial strip east of A1A Beach Boulevard and because the old house will be entirely removed and a new one constructed in its place, the property's owner, Mr. Scott Petrou, is requesting a conditional use permit to build the new residence. His request was reviewed by the Comprehensive Planning and Zoning Board at its July 18th meeting. The Board by a 4-3 vote recommended approval of the permit subject to the following conditions:

- That the single-family residence be built in compliance with the conceptual plans and documents submitted with application, which show a two-story structure.
- That the structure be built in compliance with regulations for new single-family residential construction in medium density residential land use districts

ATTACHMENTS

They are:

- a. Pages 1-19, the application that the Board reviewed at its July 18th meeting.
- b. Page 20, a memo from the City Planner in which she states the Board's recommendation that the conditional use permit be approved.

ACTION REQUESTED

It is that you hold the public hearing and decide whether to approve the conditional use permit for the construction of a single-family residence at 14 D Street.



City of St. Augustine Beach Building and Zoning Department

To: Comprehensive Planning and Zoning Board
From: Jennifer Thompson, Planner
CC: Brian Law, Director of Building and Zoning, Bonnie Miller, Senior Planner
Date: 06/26/2023
Re: Conditional Use Permit Application CU 2023-07

Conditional Use Permit CU 2023-07 is an application for a proposed new single-family residence in a commercial district located at 14 D St. Currently, a single-family residence is located at 14 D St, which was built in 1962. The surrounding properties on this block are also single-family residences.

In the past, the Comprehensive Planning and Zoning Board has approved single-family residences in commercial districts with the condition that the residence follows the land development regulations set forth for single-family residences located in medium density zoning districts.

Sincerely,

Jennifer Thompson, CFM

Planner

Planning and Zoning Division



City of St. Augustine Beach Building and Zoning Department

TO: Planning and Zoning Division

FROM: Brian Law

SUBJECT: CU 2023-07

DATE: 7-7-2023

The Building Division has no objection to the construction of a single family residence in the commercially zoned property addressed as 14 D street.

Brian W Law

Brian W Law CBO, CFM, MCP
Director of Building and Zoning
City of St. Augustine Beach
2200 A1A South
St. Augustine Beach, FL 32080
(904) 471-8758
blaw@cityofsab.org

**City of St. Augustine Beach Building and Zoning Department
Conditional Use Permit Application**

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

1. Legal description of the parcel for which the conditional use permit is being sought:

Lot(s) 15 Block(s) 36 Subdivision Coquina Gables

Street Address 14 D St., St. Augustine, FL 32080

2. Location (N, S, W, E): _____ Side of (Street Name): _____

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

4. Real estate parcel identification number: 170390-0000

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

HVG Properties LLC, PO Box 4793, Glen Allen VA 23058

6. Current land use classification: Commercial

7. Section of land use code from which the conditional use permit is being sought: Section 3.02.02

8. Description of conditional use permit being sought: _____

The Owner wishes to construct a new single family home on the property.

9. Supporting data which should be considered by the Board: Property has been used as residential

for a single family home since 1962. This would not be a change of use as it has existed in this use

for over 60 years. There are houses next door as well as directly across the street so this use

is consistent with the surrounding uses.

10. Has an application for a conditional use permit been submitted in the past year? Yes ☒ No (Circle one)

If yes, what was the final result? _____

11. Please check if the following information required for submittal of the application has been included:

- ☐ Legal description of property
- ☐ Copy of warranty deed
- ☐ Owner Permission Form (if applicable)
- ☐ List of names and addresses of all property owners within 300-foot radius
- ☐ First-class postage-stamped legal-size (4-inch-by-9½-inch) envelopes with names and addresses of all property owners within 300-foot radius
- ☐ Survey to include all existing structures and fences
- ☐ Elevations and overall site plan of proposed structure if conditional use is requested for construction of a residential structure in a commercial land use district
- ☐ Other documents or relevant information to be considered
- ☐ Fourteen (14) copies of the completed application including supplemental documentation and/or relevant information

In filing this application for a conditional use permit, the undersigned acknowledges it becomes part of the official record of the City Commission and Comprehensive Planning and Zoning Board and does hereby certify that all information contained is true and accurate, to the best of his/her knowledge.

<u>Scott Petrou</u>	
Print name (owner or his/ her agent)	Print name (applicant or his/her agent)
<u>Scott Petrou 6/19/23</u>	
Signature/date	Signature/date
<u>460 AlA Beach Blvd</u>	
Owner/agent address	Applicant/agent address
<u>904 461 3000</u>	
Phone number	Phone number
<u>spetrou@gianpetrou.com</u>	
Email address	Email address

****All agents must have notarized written authorization from the property owner(s)****
****Conditional use permits shall be recorded prior to issuance of the building/development permit****
**** Please note that if you are a resident within a development or subdivision that has covenants and restrictions, be aware that approval of this application by the City Commission or Comprehensive Planning and Zoning Board does not constitute approval for variation from the covenants and restrictions.****

Date: 6-19-2023

Conditional Use File #: CU2023-07

Applicant's name: Scott Patrou, Agent for HVG Properties LLC

Applicant's address: 400 AIA Beach Blvd., St. Augustine, Fl.

For conditional use permit at: 14 D Street, St. Augustine Beach, 32080
Florida 32080

Charges

Application Fee: \$400.00 Date Paid: 6-19-2023

Legal Notice Sign: \$10.00 Date Paid: 6-19-2023

Received by: Bonnie Miller

Date: 6-19-2023

Invoice # I2301436

App # 7416 CU2023-07

Check # or type of credit or debit card 1919

Definition—Conditional Use Permit

A conditional use is defined as a use that would not be appropriate generally or without restriction throughout a land use district, but which, if controlled as to number, area, location or relation to the neighborhood, would promote the public health, safety, welfare, order, comfort, convenience, appearance or prosperity. Such uses may be permitted in a land use district only in accordance with the provisions of this Code, and if the Code allows a conditional use in a particular land use category. Applications for conditional uses specified as type C-1 per Section 3.02.02 of the City of St. Augustine Beach Land Development Regulations must be reviewed by both the City's Comprehensive Planning and Zoning and City Commission. The Comprehensive Planning and Zoning Board shall make a recommendation to approve or deny the application to the City Commission, which shall make the final decision to approve or deny the application based upon its review of the application and the Comprehensive Planning and Zoning Board's recommendation. Applicants and/or their agents for type C-1 conditional uses are required to attend the meetings of both the Comprehensive Planning and Zoning Board and City Commission at which their applications are heard. Applications for conditional uses specified as type C-2 per Section 3.02.02 of the City's Land Development Regulations are reviewed solely by the City's Comprehensive Planning and Zoning Board, with the final decision to approve or deny made by the Comprehensive Planning and Zoning Board. Applicants and/or their agents for type C-2 conditional uses are required to attend the Comprehensive Planning and Zoning Board meeting at which their application is heard.

Instructions for Applying for a Conditional Use Permit

The following requirements must be adhered to in applying for a conditional use permit. It is of the utmost importance that all required information be furnished in detail and accurately. Incorrect information can delay or nullify any action on the application. If there is inadequate space for all the necessary information, please attach extra sheets with the question numbers clearly marked.

Documentation Needed for a Conditional Use Permit

-
- 1) The legal description of the parcel of land for which the permit is requested shall be shown on the deed of the property or as determined on a survey. If the parcel of land is in a recorded subdivision, use lots and block number. Include street address and location by indication street(s) boundary and side (south, east, etc.) and nearest intersecting street. If the land is a portion of the lot, indicate what portion of the lot, i.e. south 1/2, west 1/3, etc. If the parcel is located in an unrecorded, unplatted subdivision, use the metes and bounds description of the boundaries.
 - 2) Provide the name and address of the owner of the property. The person's name on the application should agree with the public records of St. Johns County. If the names are different, attach a clarifying statement.
 - 3) Indicate the current land use classification of the parcel under consideration. A current land use map is available on the City's website, staugbch.com on display in the office of the Building and Zoning Department and the personnel there will assist you in finding the current land use district classification.

- 4) Notification of all property owners within a radius of 300 feet of the property for which the conditional use permit is being sought is mandated by law. The St. Johns County Real Estate/Survey Department (telephone number 904-209-0804) will provide applicants with a list of the names and addresses of the property owners within 300 feet of the property for which the conditional use permit is requested. **This list of names and addresses of all property owners within 300 feet is to include the applicant's name and address. Along with the list of all property owners within 300 feet, the applicant shall submit stamped, addressed legal-size envelopes with the application. (Note: Do not fill in a return address on the stamped envelopes. The Building and Zoning Department will stamp its address on the envelopes as the return address and mail the legal notices to all property owners).** Signatures and approvals of property owners within 300 feet are not necessary. Applicants may provide a separate petition with the signatures of affected property owners who approve or do not object to the granting of the conditional use permit, but these persons should not sign the application itself. Applicants should ensure correct names and addresses are provided, as incorrect information shall delay or nullify any action on the conditional use permit application.
- 5) Provide the section of the land use code from which the conditional use permit is being sought. Personnel in the Building and Zoning Department will assist you in this matter if needed.
- 6) A fee of \$410.00 will be charged for the conditional use permit administrative procedure, which includes the legal notice sign, and legal advertising. The applicant will be required to post the legal notice sign on the property for which the conditional use permit application is submitted within clear view of the street and not more than 10 feet inside the property line, no later than 15 days before the first meeting date at which type C-1 conditional use applications go before the Comprehensive Planning and Zoning Board and City Commission and no later than 15 days before the meeting date at which type C-2 conditional use applications go before the Comprehensive Planning and Zoning Board.
- 7) A final order on each request for a conditional use permit shall be made within thirty (30) days of the meeting at which the application was reviewed and considered. Each final order shall contain findings upon which the City Commission or Comprehensive Planning and Zoning Board's order is based and may include such conditions and safeguards prescribed by the City Commission or Comprehensive Planning and Zoning Board appropriate in the matter, including reasonable time limits in which action pursuant to such order shall begin and/or be completed.
- 8) Appeal of decisions on type C-1 conditional use applications granted by the City Commission shall be made to the Circuit Court of St. Johns County, Florida. Appeal of decisions on type C-2 conditional use applications granted by the Comprehensive Planning and Zoning Board shall be made to the City Commission.
- 9) The application must be signed by the owner of the property for which the conditional use permit is requested and/or the owner's authorized agent. All authorized agents must provide notarized written authorization, which must accompany the application, approving such representation.

Limitations on Granting a Conditional Use Permit

Conditional use permits shall be nontransferable and granted to the applicant only, and the use shall be commenced within a period of one (1) year from the effective date of the final order granting same; provided, however, that the City Commission or Comprehensive Planning and Zoning Board may adopt the following conditions to any permit:

- 1) That the conditional use permit will be transferable and run with the land when the facts involved warrant same, or where construction or land development is included as part of the permit.
- 2) The time within which the use shall be commenced may be extended for a period of time longer than one (1) year. Failure to exercise the permit by commencement of the use or action approved thereby within one (1) year or such longer time as approved by the City Commission or Comprehensive Planning and Zoning Board shall render the permit invalid, and all rights granted thereunder shall terminate. Transfer of the property by the applicant, unless the permit runs with the land, shall terminate the permit.
- 3) Whenever the City Commission or Comprehensive Planning and Zoning Board denies an application for a conditional use permit, no further application shall be filed for the same use on any part or all of the same property for a period of one (1) year from the date of such action. In the event that two (2) or more applications for the same use on any part or all of the same property has been denied, no further application shall be filed for this same use on any part or all of the same property for a period of two (2) years from the date of such action denying the last application filed.
- 4) The time limits in paragraph 3 above may be waived by the affirmative votes of a majority of the City Commission or Comprehensive Planning and Zoning Board when such action is deemed necessary to prevent injustice or to facilitate proper development of the City.

LEGAL DESCRIPTION OF 14 D ST., ST AUGUSTINE, FL 32080

Lot 15, Block 36, Coquina Gables, according to the map or plat thereof, as recorded in Map Book 3, Page 30, of the Public Records of St. Johns County, Florida.

Prepared by and return to:

Kimberly Delisa
Ginn & Patrou, PA
460 A1A Beach Boulevard
St. Augustine Beach, FL 32080
(904) 461-3000
File No 23-27

Parcel Identification No 170390-0000

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 3rd day of April, 2023 between E. Charles Norman, Jr, a married man, and Einar C. Norman, Sr., an unmarried man, whose post office address is 29 Madagascar Court, Marco Island, FL 34145, of the County of Collier, State of Florida, Grantors, to HVG Properties LLC, a Virginia Limited Liability Company, whose post office address is PO Box 4793, Glen Allen, VA 23058, of the County of , Commonwealth of Virginia, Grantee:

Witnesseth, that said Grantors, for and in consideration of the sum of TEN DOLLARS (U.S.\$10.00) and other good and valuable considerations to said Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Johns, Florida, to-wit:

Lot 15, Block 36, Coquina Gables, according to the map or plat thereof, as recorded in Map Book 3, Page 30, of the Public Records of St. Johns County, Florida.

Grantors warrant that at the time of this conveyance, the subject property is not the Grantors' homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of a homestead property. Grantors' residence and homestead address is: 29 Madagascar Court, Marco Island, FL 34145.

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

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, Grantors have hereunto set Grantors' hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Tiffany Pellicer
WITNESS

PRINT NAME: Tiffany Pellicer

Kimberly Pellicer
WITNESS

PRINT NAME: Kimberly Pellicer

E. Charles Norman, Jr.
E. Charles Norman, Jr.

Einar C. Norman Sr. By E. Charles Norman Jr. as his Attorney-In-Fact
Einar C. Norman, Sr. by E. Charles Norman Jr., his Attorney-In-Fact

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or () online notarization this 21 day of February 2023, by E. Charles Norman, Jr and E. Charles Norman Jr., as Attorney-In-Fact for Einar C. Norman, Sr..

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

Personally Known: _____ OR Produced Identification: X

Type of Identification

Produced: DRIVERS license





City of St. Augustine Beach

2200 A1A SOUTH
ST. AUGUSTINE BEACH, FLORIDA 32080
WWW.STAUGBCH.COM

CITY MGR (904) 471-2122
FAX (904) 471-4108

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

Owner's Authorization Form

Scott Patrou is hereby authorized TO ACT ON BEHALF OF

AVG Properties LLC, the owners(s) of the property described in the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to St. Augustine Beach, Florida, for an application related to a development, land use, zoning or conditional or special use permit or other action pursuant to an application for:

Conditional Use Permit Application

By signing, I affirm that the legal owner(s), as listed on the recorded warranty deed on file with the St. Johns County Clerk of Courts, have been notified of the above application.

I further understand incomplete or false information provided on this form may lead to revocation of permits and/or termination of development activity.

Signature of Owner(s) [Signature]

Printed Name(s) Harold Vincent Greene III

Address of Owner(s) 158 Ocean Parkway

Telephone Number of Owner(s) (804) 307-1206

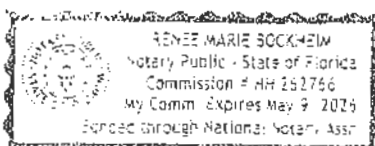
State of Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 19 day of June, 2023

by Harold Vincent Greene III who is personally known to me or who has produced identification (type of identification produced) FL ID

Signature of Notary Public—State of Florida [Signature]

Notary Stamp/Seal/Commission Expiration Date:



Apply for Exemptions

[Apply for Exemptions](#)

Sales Questionnaire Form

If you are a new owner of this property, please click here to submit a Sales Questionnaire

[Sales Questionnaire](#)

2022 TRIM Notice

[2022 TRIM Notice \(PDF\)](#)

Summary

[Click Here to Open Cyclomedia Viewer in a New Tab](#)



Parcel ID 1703900000
 Location Address 14 D ST
 SAINT AUGUSTINE 32080-0000
 Neighborhood Coquina Gables East (717.05)
 Tax Description* 3-30 COQUINA GABLES LOT 15 BLK 36 OR5734/1258
 *The Description above is not to be used on legal documents.
 Property Use Code Single Family (0100)
 Subdivision Coquina Gables Subdivision No 1
 Sec/Twp/Rng 3-8-30
 District City of St Augustine Beach (District 551)
 Millage Rate 15.8076
 Acreage 0.110
 Homestead Y

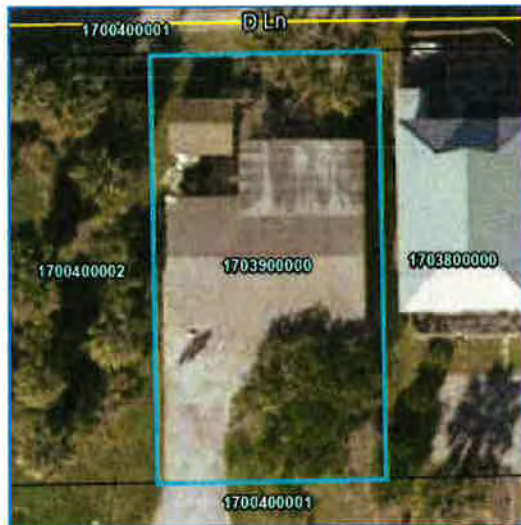
Owner Information

Owner Name [Hvg Properties LLC](#) 100%
 Mailing Address PO BOX 4793
 GLEN ALLEN, VA 32058-0000

Exemption Information

Exemption Type	Status	Amount
Homestead		\$50,000

Map



Valuation Information

	2023
Building Value	\$159,165
Extra Features Value	\$825
Total Land Value	\$534,000
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$693,990
Total Deferred	\$281,255
Assessed Value	\$412,735
Total Exemptions	\$50,000
Taxable Value	\$362,735

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2022	\$178,640	\$288	\$488,432	\$0	\$0	\$667,360	\$400,714	\$316,646	\$350,714
2021	\$79,039	\$300	\$311,500	\$0	\$0	\$390,839	\$389,043	\$51,796	\$339,043
2020	\$71,659	\$313	\$311,500	\$0	\$0	\$383,672	\$383,672	\$50,000	\$333,672
2019	\$63,904	\$309	\$311,500	\$0	\$0	\$375,713	\$297,396	\$78,317	\$297,396
2018	\$65,756	\$321	\$280,350	\$0	\$0	\$346,427	\$270,360	\$76,067	\$270,360
2017	\$66,682	\$333	\$280,350	\$0	\$0	\$347,365	\$245,782	\$101,583	\$245,782
2016	\$68,535	\$344	\$233,625	\$0	\$0	\$302,504	\$223,438	\$79,066	\$223,438
2015	\$69,460	\$356	\$178,000	\$0	\$0	\$247,816	\$203,125	\$44,691	\$203,125
2014	\$65,872	\$368	\$149,075	\$0	\$0	\$215,315	\$184,659	\$30,656	\$184,659
2013	\$61,615	\$380	\$135,725	\$0	\$0	\$197,720	\$167,872	\$29,848	\$167,872
2012	\$42,295	\$178	\$110,138	\$0	\$0	\$152,611	\$152,611	\$0	\$152,611
2011	\$44,021	\$190	\$110,138	\$0	\$0	\$154,349	\$154,349	\$0	\$154,349
2010	\$45,747	\$202	\$122,375	\$0	\$0	\$168,324	\$168,324	\$0	\$168,324

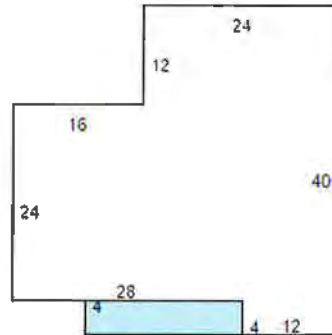
Building Information

Building	1	Roof Cover	Composite Shingle
Year Built	1962	Roof Structure	Gable Hip
Actual Area	1372	Interior Flooring	Carpet, Sheet Vinyl
Conditioned Area	1296	Interior Wall	Drywall
Use	Single Family Residence	Heating Type	Air Duct
Style	01	Air Conditioning	Central
Class	N	Bedrooms	0
Exterior Wall	Wood	Baths	

Description	Square Footage
FINISHED OPEN PORCH	76
BASE AREA	1296
Total SqFt	1372

Sketch Information

Room Type
Base
FINISHED OPEN PORCH



Extra Feature Information

Code Description	Status	Value
Storage Building (Mix)		825

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	50	93	50	EF	\$534,000

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
4/4/2023	4/3/2023	\$633,000.00	WARRANTY DEED	5734	1258	U	I	NORMAN E CHARLES JR ET AL	HVG PROPERTIES LLC
7/5/2019	6/19/2019	\$100.00	QUIT CLAIM DEED	4754	421	U	I	NORMAN DEBRA L	NORMAN E CHARLES JR ET AL
6/7/2019	6/5/2019	\$0.00	DISSOLUTION OF MARRIAGE	4737	914	U	I	NORMAN DEBRA L	NORMAN EINAR C
4/4/2023	1/20/2001	\$0.00	DEATH CERTIFICATE	5734	1252	U	I	NORMAN ESTELLE E(DEC'D)	NORMAN EINAR C
	5/1/1987	\$0.00		746	900	U	I		NORMAN E CHARLES JR, DEBRA L
	5/1/1987	\$71,000.00		746	900	Q	I		
	5/1/1987	\$71,000.00		746	900	Q	I		

The Snohomish County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranty, expressed or implied, are provided for the data herein, as to its accuracy or interpretation.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 6/16/2023, 11:47:09 PM

Developed by
 Schneider
 GEOSPATIAL

Version 3.1.14

① = CEA 101
 ② = WATER METER
 ③ = BR. V. COUNTER FOUND 1, 27 100% RUC 189644
 ④ = FOUND 1 27 100% RUC 189644
 ⑤ = FOUND 1 27 100% RUC WITH NO IDEN IF CEA 101

 = CONCRETE
  = R.I.T.O.

 = COVERED OR UNCOVERED

Legal Description has been submitted by Clerk Auditor here to complete.

In This Opinion or Record of Deeds Affecting the Title of Survey
to the Subject Property have been examined. It is possible that there
could still be outstanding unrecorded encumbrances possibly
any easements or interests recorded after Plat Registration and other
instruments that would affect this property.

Measurements taken 260 ft. accordance with U.S. Standard Feet
acquired with Technology and Steel Tape or with Technology
Superior Equipment utilizing Electronic Techniques

Readings taken on basis of SBL as shown or stated herein

Conclusive later in some back title of past owner and unless
noted

Type of Survey SURVEY SUBJ

Stated Land Purpose of Survey Acquisition, Sale, Mortgage, Easement,
Planning

No Load Zone Determination has been made or requested for this
property during the course of this survey.

This Survey is not intended to locate any structures, improvements
or boundaries, foundations or encumbrances. Surveys are
surveyed and features are immaterial only.

The Survey, State Not Perfect a Defective Condition of Area or
Values

This Survey is NOT subject to Multiple Uses, Easements and other
obligations are limited to Easements listed herein Utility Survey for
purposes listed in Item 7 Above See Line Scale Signature Block

Continued Measurements at non Values as Described Only No
Street/Via From the 40' Property Corner

All above ground differences of utilities to which their respective
easements unless noted

Easement Encumbrance and other lies in adjacent property and other lines
are shown by exterior non-bearing walls, existing overhangs and
and/or attachments unless noted. See if structure not shown in
perpetual measurement from nearest property or other line

We Agree Closure of the survey amount \$10,000

Elevations if known are taken on the North American Vertical Datum
of 1988

Plot Easement encumbrance and other encumbrances for comparison to field
information values

MEASURED BEARS. THESE ARE BASED ON A FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF SAFETY AND TRAFFIC, WHICH WERE DERIVED FROM A ROAD POSITIONING SYSTEM (GPS) AND A TRAFFIC RECORDING SYSTEM. A SOVIET GINT OPS PROCEDURES WAS USED AS A POWER FOR CORRECTIONS WERE OBTAINED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION, BUREAU OF SAFETY AND TRAFFIC, WHICH WERE DERIVED FROM A ROAD POSITIONING SYSTEM (GPS) AND A TRAFFIC RECORDING SYSTEM.

[illegible]

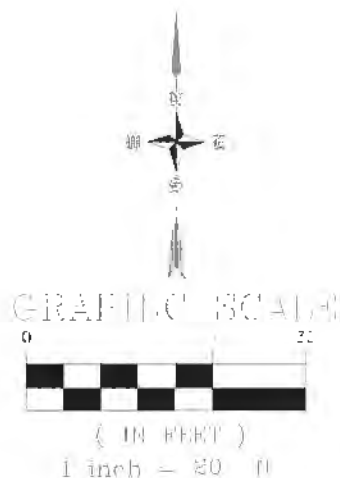
REPRODUCTIONS OF THIS SHEET ARE PROHIBITED WITHOUT THE WRITTEN
CONSENT OF THE U.S. GEOLOGICAL SURVEY

Brandon D. Shugart
STATE OF
State of Florida Professional Surveyor and
FLORIDA
License No. 7009
PROFESSIONAL SURVEYOR & MEASURER

LOT 15, BLOCK 36, COQUINA GABLES SUBDIVISION
MAP BOOK 3, PAGE 30

PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA

MAP OF BOUNDARY SURVEY

[illegible]

D LANE

107 F.B.I. MEMPHIS TO BUREAU
RE: MARTIN LUTHER KING, JR.
MURDER

PLACA
 6121 1016.00.

THE SOUTHWEST
CORNER OF BEAT 64 10062
201019
S99457074 48 61 MM

D STREET

[illegible]

311 STATE ROAD 16
ST AUGUSTINE, FLORIDA 32084

WWW.IMECIVIL.COM
904-429-7764

Licensed Survey Business #8139
Certificate of Authorization #33025

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ADDRESS OF PROPERTY OWNER, HEREIN
ML CONNER CONSTRUCTION
1412 S. FRIELEY
ST. AUGUSTINE, FL 32080

01041 S. 48 20 Feet
 01041 17. = 01041 02/22/2023 Beginning Date: 02/02/23
 01041 105 32 End Date: 3/15/23

ADDITIONAL INFORMATION: DISTANCE COVERED
GROSS WEIGHT OF LOAD
FUEL IN TANKS AT END OF JOURNEY

DESIGN:	KC
DWG BY:	KC
DATE:	FEBRUARY 10, 2001
SCALE:	AS NOTED
W/NAME:	CORNER LOT 1 ASH/MAJAS
SHEET	
A-1	
1 OF 1 SHEET	



REAR ELEVATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION

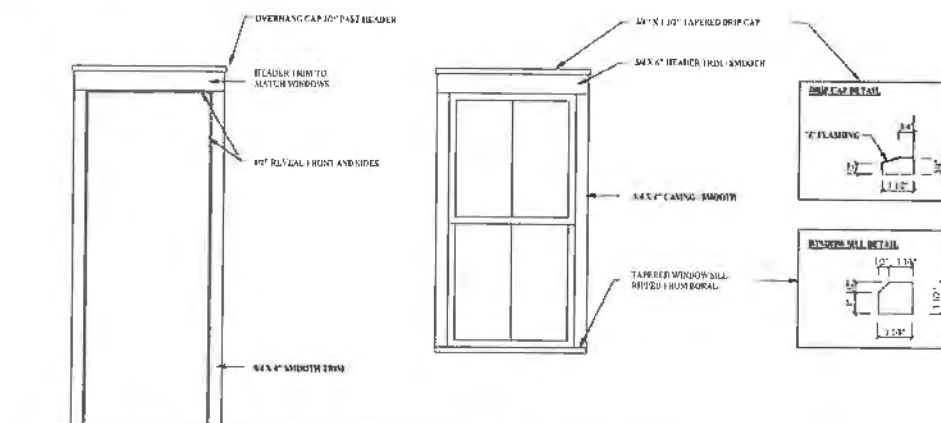
SCALE: 1/4" = 1'-0"

WINDOW OPENING CONTROL DEVICE SHALL BE PROVIDED FOR WINDOWS WHERE THE TOP OF THE SILL OF AN OPERABLE WINDOW OPENING IS LOCATED LESS THAN 20 INCHES ABOVE THE FINISHED FLOOR AND GREATER THAN 4 FEET ABOVE THE FINISHED GRADE OR OTHER SURFACE BELOW ON THE EXTERIOR SIDE OF THE BUILDING. AFTER OPERATION TO RELEASE THE CONTROL DEVICE AND ALLOWING THE WINDOW TO FULLY OPEN, THE DEVICE SHALL NOT REDUCE THE NET CLEAR OPENING OF THE WINDOW FOR VENTILATION. THE DEVICE SHALL COMPLY WITH ASTM F2048.



RIGHT SIDE ELEVATION

SCALE: 1/4" = 1'-0"



EXTERIOR TRIM DETAILS

SCALE: 1/2" = 1'-0"

DESIGN DRAWINGS FOR CONSTRUCTION PROVIDED BY KAREN COWART DESIGN ASSOCIATES, INC. ARE TO BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND CONDITIONS OF CONTRACT. ANY CHANGES TO THE DRAWINGS SHALL BE MADE BY THE ARCHITECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR VERIFYING THE EXISTING CONDITIONS BEFORE STARTING WORK. NO PART OF THESE DRAWINGS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF KAREN COWART DESIGN ASSOCIATES, INC.

karen cowart
DESIGN ASSOCIATES

4220 South Famos Road
St. Augustine, Florida 32092
(904) 868-4004
karen@kcowartdesign.com

ELEVATIONS

SHEET
TITLE

LOT 3, BLOCK 6, MENENDEZ PARK
ST. JOHNS COUNTY
MODEL FOR:
HVG PROPERTIES, LLC

©2023 KAREN COWART DESIGN ASSOCIATES, INC.

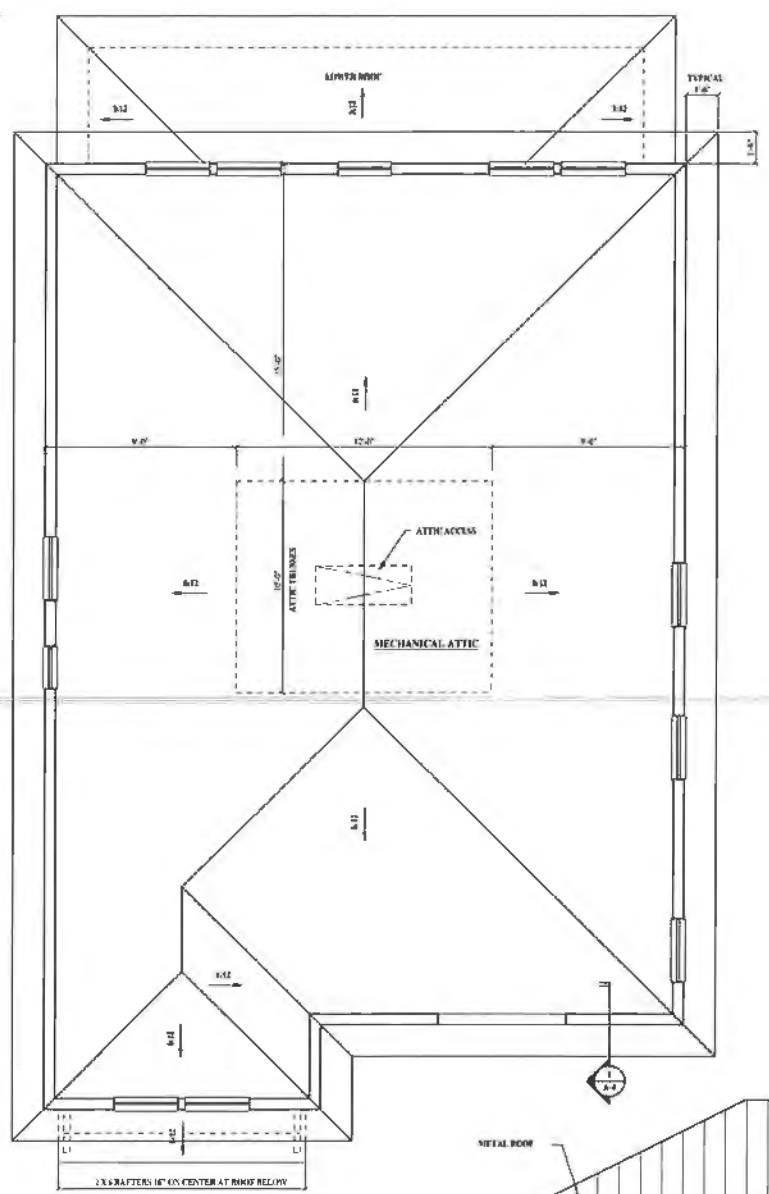
DESIGN BY: KC
DRAWN BY: KC
DATE: FEBRUARY 18, 2023
STATUS: AS NOTED
XREF: OWNER L101 - ASTUNTAS

A-2

2 OF 3 SHEETS

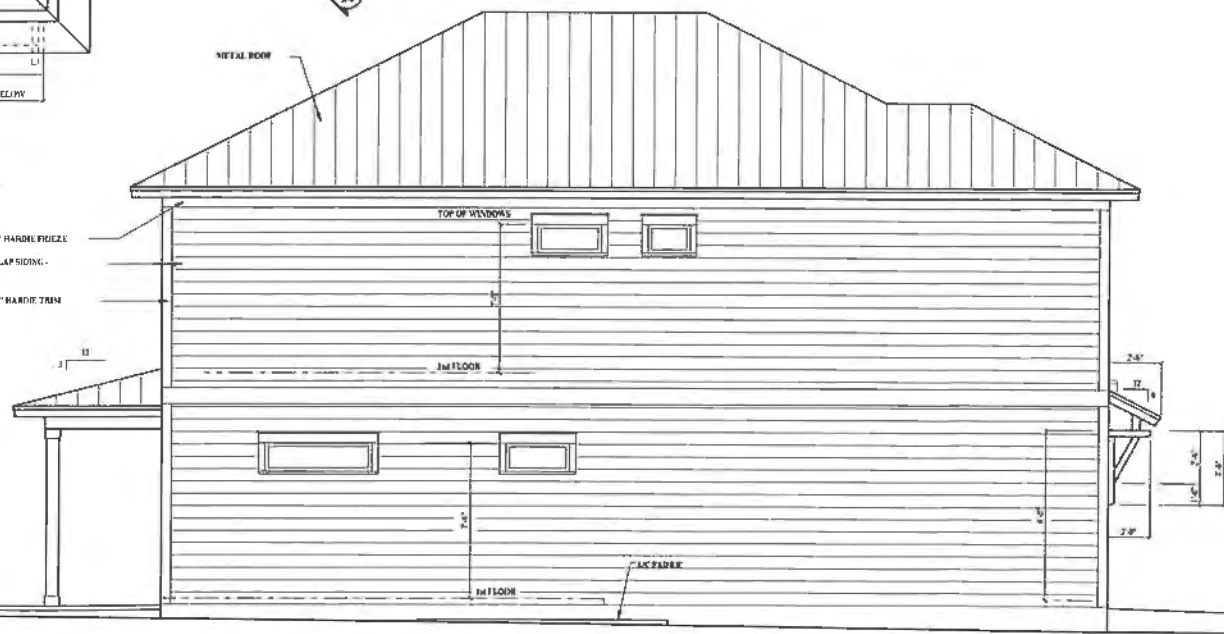
CONCRETE WALL, WOOD TRIMMED 12" ON EXTERIOR

1/4" = 1'-0" 1/8" = 1'-0" 1/16" = 1'-0" 1/32" = 1'-0" 1/64" = 1'-0"

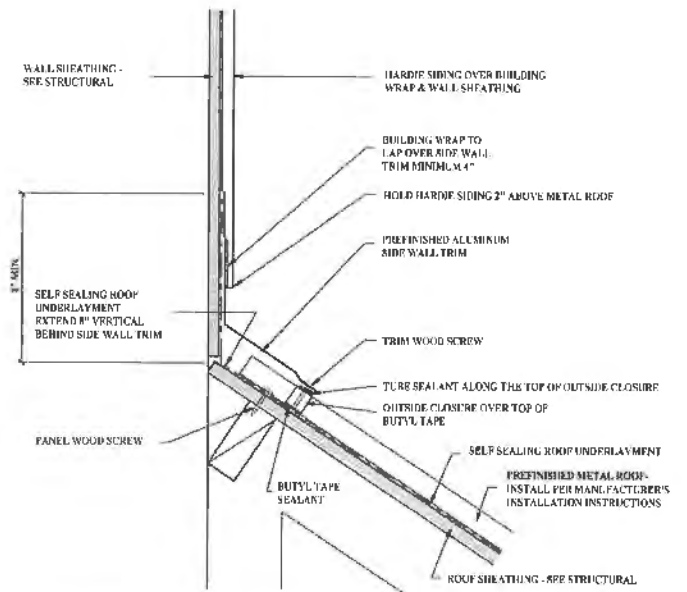


ROOF DIAGRAM
SCALE: 1/4" = 1'-0"

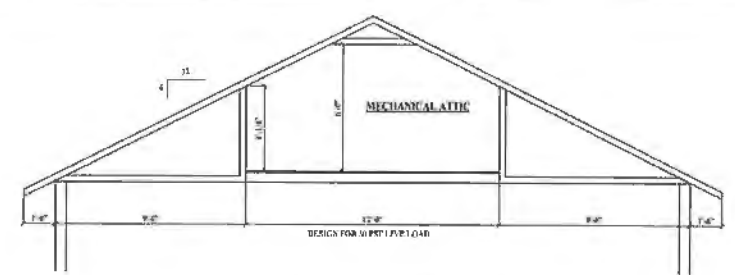
54 X 12" HARDWOOD
HARDWOOD LAPPING - TYPICAL
54 X 12" HARDWOOD TRIM



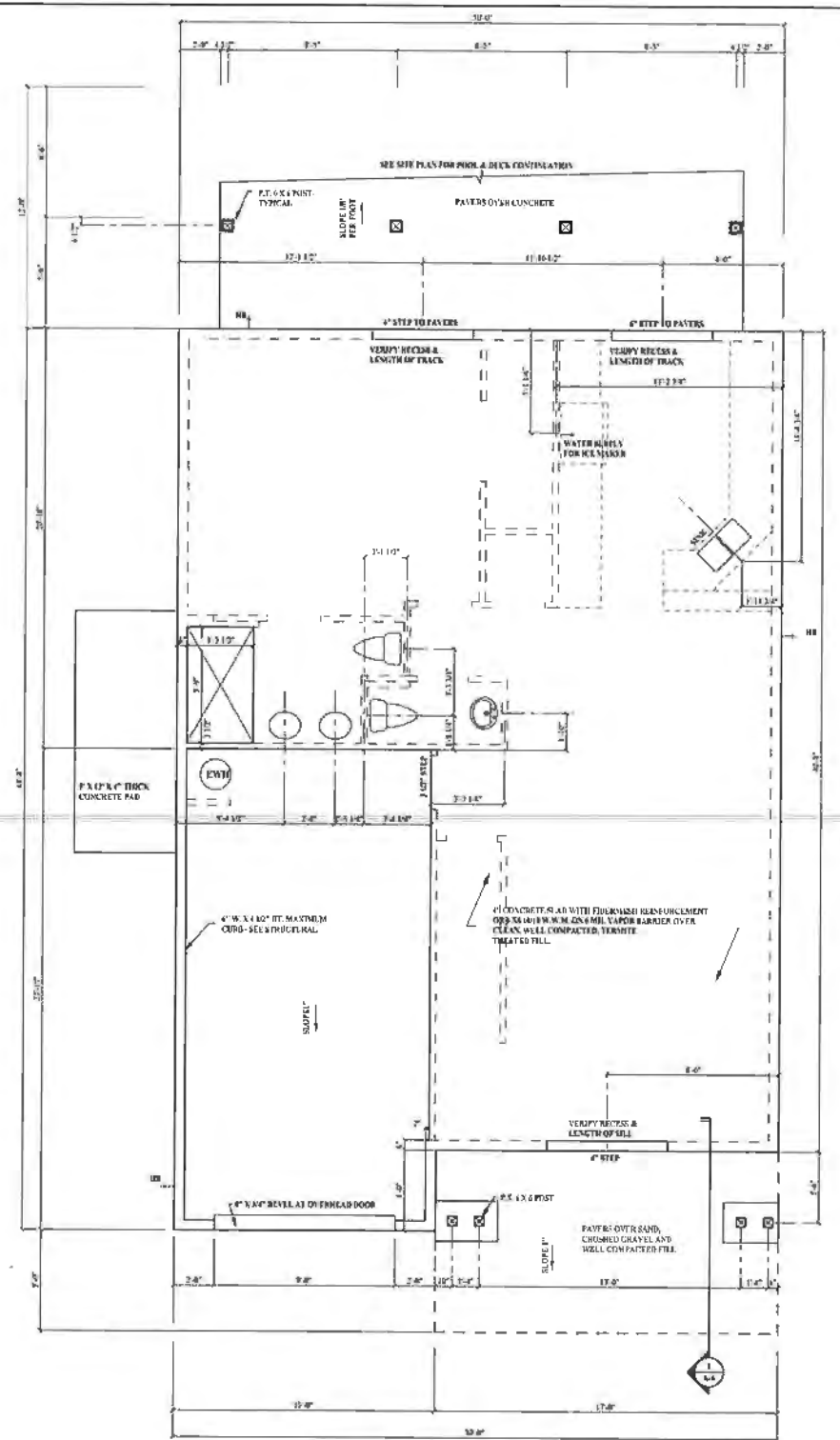
LEFT SIDE ELEVATION - WEST
SCALE: 1/8" = 1'-0"



END WALL FLASHING DETAIL
SCALE: 3/8" = 1'-0"



ATTIC TRUSS PROFILE
SCALE: 1/8" = 1'-0"



SLAB PLAN
SCALE: 1/4" = 1'-0"

SLAB PLAN FOR CONCRETE FORMING AND PLUMBING
LOCATION REFERENCE ONLY. REFER TO ASSOCIATED
ENGINEERING DRAWINGS FOR FOOTER LOCATIONS &
DETAILS.

DESIGN DRAWINGS FOR CONSTRUCTION PROVIDED BY
KAREN COWART DESIGN ASSOCIATES, INC. SEE SHEET 10
FOR NOTES. ALL CONSTRUCTION SHALL BE IN ACCORDANCE
WITH THE LATEST EDITIONS OF THE INTERNATIONAL
BUILDING CODE (IBC) AND THE INTERNATIONAL
MECHANICAL AND ELECTRICAL CODE (IMC).
NOTIFY STRUCTURAL ENGINEER AND DESIGNER OF
ANY DISCREPANCIES.

karen cowart
DESIGN ASSOCIATES
(904) 667-3904
karen@kcdesign.com
4220 South Francis Road
St. Augustine, Florida 32092

SLAB / ROOF DIAGRAM
LOT 3, BLOCK 6, MENENDEZ PARK
ST. JOHNS COUNTY
MODEL FOR
HVG PROPERTIES, L.L.C.

A-3
1 OF 3 SHEETS

2023 KAREN COWART DESIGN ASSOCIATES, INC.



City of St. Augustine Beach Building and Zoning Department

To: Max Royle, City Manager
From: Bonnie Miller, Senior Planner
CC: Brian Law, Building Official and Jennifer Thompson, Planner
Date: July 19, 2023
Re: Conditional Use File No. CU 2023-07

Please be advised at its regular monthly meeting held Tuesday, July 18, 2023, the City of St. Augustine Beach Comprehensive Planning and Zoning Board voted to recommend the City Commission approve a conditional use permit application submitted for proposed new construction of a single-family residence in a commercial land use district at 14 D Street, St. Augustine Beach, Florida, 32080.

The application was filed by Scott Patrou, Agent for HVG Properties LLC, Applicant and Owner of the property at 14 D Street, per Sections 3.02.02 and 10.03.03 of the City of St. Augustine Beach Land Development Regulations.

The motion to recommend the City Commission approve this conditional use permit application was made by Hester Longstreet, subject to the conditions that the proposed new single-family residence be built in compliance with the conceptual plans and documents submitted in the application, which show a two-story structure, and in compliance with regulations for new single-family residential construction in medium density residential land use districts per the City's Land Development Regulations. Ms. Longstreet's motion was seconded by Gary Smith and passed 4-3 by roll-call vote, with Conner Dowling, Rhys Slaughter, Hester Longstreet, and Gary Smith assenting, and Victor Sarris, Kevin Kincaid, and Chris Pranis dissenting.

Sincerely,

Bonnie Miller


Bonnie Miller
Senior Planner
Planning and Zoning Division

MEMORANDUM

Agenda Item # 2

Meeting Date 8-7-23

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

FROM: Max Royle, City Manager 

DATE: July 25, 2023

SUBJECT: Ordinance 23-05, Second Reading to Adopt the St. Johns County School Board's Five-Year District Facilities Workplan by Reference

INTRODUCTION

Each year since 2008, the St. Johns County Scholl District has asked the County's municipalities to adopt its Five-Year Facilities Workplan. Though our City has no public schools within its boundaries, and likely never will because of the lack of available land and the inadvisability of building such an expensive facility on a barrier island that is subject to storms and flooding, the City is mandated by state law to adopt the District's Five-Year Workplan.

The adoption is done by adding the Workplan by reference to the Capital Improvements Element of the City's Comprehensive Plan. Also, the City in the ordinance adopting the Workplan usually amends the Capital Improvement Element to include certain capital projects. Their inclusion can help the City to obtain grants for them, as sometimes the grant funding Agency requires that a project be in the Capital Improvements Element.

ATTACHMENTS

Attached for your review is the following:

- a. Pages 1-2, Ordinance 23-05.
- b. Page 3, a memo from Ms. Bonnie Miller, the City's Senior Planner, in which she provided the Planning Board at its July 18, 2023, meeting, unanimously passed Ordinance 23-05 on first reading.
- c. Pages 4-5, a list of the capital improvements made by the School District to various public schools in the County.
- d. The School District's Five-Year Facilities Workplan.

MEMORANDUM

TWO NOTES

First, concerning Ordinance 23-05. You note that included in are a number of the City's major capital facilities. Their inclusion in this Ordinance, which amends the City's Comprehensive Plan, could help the City obtain grants for some of the projects. They are:

- Hammock Dunes Park improvements
- Ocean Hammock Park improvements
- Elevated dune walkovers at certain locations
- Stormwater master plan updates
- Ocean Walk subdivision drainage improvements
- Pope Road/A1A Beach Boulevard drainage improvements
- Oceanside Circle drainage improvements
- Mizell Road treatment pond capacity improvements
- Seaside Villas drainage improvements
- Dune restoration/sea oats planting

Second note: It concerns a request Mayor Samora made at your January 3, 2022, meeting when you last adopted the School District's Five-Year Facilities Workplan. The Mayor said that next year he "would like a listing of the school improvements that were done in 2022 that the City of Saint Augustine Beach's residents receive throughout the year."

The District's Workplan for 2023 was provided to us later than usual. However, attached as pages 4-5 is a list of improvements from the District's staff.

ACTION REQUESTED

It is that you pass Ordinance 23-05 on second reading.

ORDINANCE 23-05

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA ADOPTING THE ST. JOHNS COUNTY SCHOOL BOARD'S FIVE-YEAR DISTRICT FACILITIES WORKPLAN BY REFERENCE INTO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ST. AUGUSTINE BEACH COMPREHENSIVE PLAN; ADOPTING AN ADDITIONAL CAPITAL IMPROVEMENT INTO THE CAPITAL IMPROVEMENTS ELEMENT OF THE CITY OF ST. AUGUSTINE BEACH COMPREHENSIVE PLAN; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, local governments are annually required to update the capital improvements element contained in their comprehensive plans in order to ensure that the required level of service standard for the public facilities listed in Section 163.3180, Florida Statutes, is achieved and maintained over the planning period; and

WHEREAS, the City Commission finds that this ordinance is consistent with the Comprehensive Plan; and

WHEREAS, the City Commission hereby finds that adoption of this ordinance serves the best interest and welfare of the residents of the City of St. Augustine Beach.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted: The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Adoption of the St. Johns County School Board's Five-Year District Facilities Workplan. The City Commission hereby adopts the St. Johns County School Board's Five-Year District Facilities Workplan, attached as Exhibit "A" and incorporated herein by reference, into the Capital Improvements Element of the City of St. Augustine Beach Comprehensive Plan.

Section 3. Adoption of Additional Capital Facilities. The City Commission adopts the following additional City Five Year Facilities Workplan in the Capital Improvements Element of the City of St. Augustine Beach Comprehensive Plan:

- a. **Hammock Dunes Park.** Construction of improvements of parking area and walking trail through the park. Estimated cost \$1,000,000.
- b. **Ocean Hammock Park.** Construction of improvements consisting of pavilion, wildlife observation deck, kayak storage racks, children's playscape, education center, additional trails. Estimated cost: \$2.5 million.
- c. **Elevated Dune Walkovers at Certain Locations:** C, 6th, and 10th Streets. Estimated cost: \$150,000
- d. **Stormwater Master Plan Updates.** Estimated cost: \$750,000
- e. **Drainage Improvements, Ocean Walk Subdivision.** Estimated cost: \$2.5 million.

- f. **Drainage Improvements Pope road/A1A Beach Boulevard Storm Surge Protection.** Estimated cost: \$1 million.
- g. **Oceanside Circle Drainage and Paving Improvements.** Estimated cost: \$1.5 million.
- h. **Ocean Oaks Flood Protection.** Estimated cost: \$2.5 million.
- i. **Stormwater Treatment Facility Capacity Improvements.** Estimated cost: \$2.5 million.
- j. **Seaside Villas Drainage Improvements.** Estimated cost: \$2.5 million.
- k. **Dune Restoration/Sea Oats Planting.** Estimated cost: \$1 million.

Section 4. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine Beach, Florida, upon final reading this ____ day of _____, 2023.

**CITY COMMISSION OF THE CITY OF ST. AUGUSTINE
BEACH**

By: _____

Donald Samora, Mayor

ATTEST: _____

Max Royle, City Manager



City of St. Augustine Beach Building and Zoning Department

To: Max Royle, City Manager
From: Bonnie Miller, Senior Planner
CC: Brian Law, Building Official and Jennifer Thompson, Planner
Date: July 19, 2023
Re: Ordinance No. 23-05

Please be advised at its regular monthly meeting held Tuesday, July 18, 2023, the City of St. Augustine Beach Comprehensive Planning and Zoning Board voted unanimously to approve Ordinance No. 23-05 on first reading.

Ordinance No. 23-05 adopts the St. Johns County School Board's Five-Year District Facilities Work Plan by reference to the Capital Improvements Element of the City's Comprehensive Plan. Ordinance No. 23-05 also includes major capital facilities projects for which grant funding may one day be available for improvements to Hammock Dunes Park, Ocean Hammock Park, elevated dune walkovers at certain locations, stormwater master plan updates, and other capital improvement facilities and projects.

The motion to approve Ordinance No. 23-05 on first reading was made by Kevin Kincaid, seconded by Victor Sarris, and passed 7-0 by unanimous voice-vote.

Sincerely,

Bonnie Miller

Bonnie Miller
Senior Planner
Planning and Zoning Division

2022-2023 SJCS D Five-Year District Facilities Work Plan/Capital Outlay Budget

The following projects were programmed as part of the Work Plan/Capital Outlay Budget for schools that serve students residing in the City of St. Augustine.

R. B. Hunt Elementary School

Facility Improvements:

Flooring: Complete VCT replacement with LVT

Site improvements

Pressure Washing

W. D. Hartley Elementary School

Facility Improvements:

Painting

Replace Branch Domestic Water Lines

Replace Wood Siding (Phase 1)

Paint Outside of School (Phase 1)

Site Improvements:

Pressure Washing

Sebastian Middle School

Facility Improvements:

Flooring Replacement

Replace Auditorium Sound System

Door Access Controls (2ea)

Site Improvements:

Canopy for Front Loop Drop Off

Gamble Rogers Middle School

Facility Improvements:

Flooring (All Halls VCT Replacement)

Replace Domestic Water Lines

Site Improvements:

Parking Lot Light Poles Replacement

St. Augustine High School

Facility Improvements:

Flooring Replacement

Replace Cafeteria Windows

Media Center Painting

Paint Hall Bathrooms

Auditorium Flooring Replacement

Flooring Replacement Hall Bathrooms

Flooring Replacement Media Center

Media Center New Furniture

Student / Teacher Desks

Update Weightroom Lighting
Add Weightroom Fans
Replace Plumbing Fixtures Hall Bathrooms
Replace Handrails Football Stadium

Site Improvements:

Pavement Rehabilitation
Tennis Court Parking Improvement
Update Lighting Jr Parking Lot
Safety Improvements at Back Gate

Pedro Menendez High School

Facility Improvements:

Replace Branch Domestic Water Lines
Paint Front of School
Tile Girls Restrooms (5)
Replace VCT Flooring in 700 Area Classrooms
Replace Cafeteria Lighting
Replace Fire Pump Controller

R. J. Murray Middle School

Facility Improvements:

Duct Cleaning
Replace 10 Basketball Backboards/ Hoops/ Padding
Paint and Refresh Auditorium
Flooring replacement all Corridors

Site Improvements:

Pavement Rehabilitation
Safety Improvements to Gate at Kitchen

Although no students from the City of St. Augustine Beach are assigned to R.J. Murray Middle School, a number attend due to specific programming.

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the district's capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.

If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.

If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	Five Year Total
Total Revenues	\$239,812,746	\$51,367,704	\$59,092,992	\$70,545,433	\$65,328,869	\$486,147,744
Total Project Costs	\$239,812,746	\$51,367,704	\$59,092,992	\$70,545,433	\$65,328,869	\$486,147,744
Difference (Remaining Funds)	\$0	\$0	\$0	\$0	\$0	\$0

District ST JOHNS COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption	12/13/2022
Work Plan Submittal Date	1/3/2023
DISTRICT SUPERINTENDENT	Tim Forson
CHIEF FINANCIAL OFFICER	Gretchen Saunders
DISTRICT POINT-OF-CONTACT PERSON	Nicole Cubbedge
JOB TITLE	Executive Director for Planning & Government Relations
PHONE NUMBER	904.547.7674
E-MAIL ADDRESS	nicole.cubbedge@stjohns.k12.fl.us

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
HVAC	\$2,369,900	\$490,000	\$390,000	\$540,000	\$595,000	\$4,384,900
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, Beachside High School, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLEEN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Tocol Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Flooring	\$2,963,600	\$855,000	\$575,000	\$615,000	\$675,000	\$5,683,600
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, Beachside High School, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLEEN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Tocol Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Roofing	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Safety to Life	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure					
Fencing	\$460,100	\$0	\$0	\$0	\$0	\$460,100
Locations:	ALICE B LANDRUM MIDDLE, FIRST COAST TECHNICAL INSTITUTE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MURRAY MIDDLE, Ponte Vedra High School, TIMBERLIN CREEK ELEMENTARY					
Parking	\$792,200	\$470,000	\$460,000	\$540,000	\$595,000	\$2,857,200
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, Beachside High School, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLEEN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Tocol Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					

Electrical	\$996,200	\$0	\$0	\$0	\$0	\$996,200
Locations:	ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, CROOKSHANK ELEMENTARY, DURBIN CREEK ELEMENTARY, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, GAMBLE ROGERS MIDDLE, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, MILL CREEK ACADEMY, OCEAN PALMS ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, PEDRO MENENDEZ SENIOR HIGH, Ponte Vedra High School, SAINT AUGUSTINE SENIOR HIGH, SWITZERLAND POINT MIDDLE, Wards Creek Elementary					
Fire Alarm	\$13,600	\$0	\$0	\$0	\$0	\$13,600
Locations:	Pacetti Bay Middle School					
Telephone/Intercom System	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Closed Circuit Television	\$0	\$0	\$0	\$0	\$0	\$0
Locations:	No Locations for this expenditure.					
Paint	\$1,622,600	\$350,000	\$500,000	\$300,000	\$500,000	\$3,272,600
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, Beachside High School, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Tocol Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Maintenance/Repair	\$7,226,500	\$8,000,000	\$8,000,000	\$8,000,000	\$8,000,000	\$39,226,500
Locations:	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, Beachside High School, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Tocol Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Sub Total:	\$16,444,700	\$10,165,000	\$9,925,000	\$9,995,000	\$10,365,000	\$56,894,700

PECO Maintenance Expenditures	\$0	\$0	\$0	\$0	\$0	\$0
1.50 Mill Sub Total:	\$17,849,900	\$11,740,000	\$11,510,000	\$11,590,000	\$11,970,000	\$64,659,900

Other Items		2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
Ceiling & Light Replacement Pgm		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Toco Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX						
Maint Dept Equipment Pgm		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Toco Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX						
Energy Mgmt Pgm		\$200,000	\$240,000	\$240,000	\$240,000	\$240,000	\$1,160,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Toco Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX						
Districtwide Maint Pgm TBD		\$100,000	\$300,000	\$300,000	\$300,000	\$300,000	\$1,300,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Toco Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX						
SREF / ADA TBD		\$250,000	\$150,000	\$150,000	\$150,000	\$150,000	\$850,000

Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Toccoi Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Env/Remediation TBD	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Toccoi Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Wetland Mont & Imp TBD	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Toccoi Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
IAQ Baseline Testing	\$0	\$35,000	\$45,000	\$55,000	\$65,000	\$200,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Toccoi Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Elevator Repairs & Upgrades Pgm	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLIN EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Toccoi Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					

Exterior Lighting Replacement Pgm	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Tocoi Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Generator Inspections/Repairs/Replacements	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Tocoi Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Pressure Washing Program	\$205,200	\$200,000	\$200,000	\$200,000	\$200,000	\$1,005,200
Locations	ADMINISTRATIVE COMPLEX, ALICE B LANDRUM MIDDLE, ALLEN D NEASE SENIOR HIGH, BARTRAM TRAIL SENIOR HIGH, Beachside High School, BUS SERVICE GARAGE & WAREHOUSE, Creekside High School, CROOKSHANK ELEMENTARY, CUNNINGHAM CREEK ELEMENTARY, DURBIN CREEK ELEMENTARY, EVELYN HAMBLER EDUCATION CENTER, FIRST COAST TECHNICAL INSTITUTE, FREEDOM CROSSING ACADEMY, FRUIT COVE MIDDLE, Fullerwood Center, GAMBLE ROGERS MIDDLE, HICKORY CREEK ELEMENTARY, JULINGTON CREEK ELEMENTARY, KETTERLINUS ELEMENTARY, Liberty Pines Academy, MAINTENANCE/PURCHASING/WAREHOUSE, MARJORIE KINNAN RAWLINGS ELEMENTARY, MILL CREEK ACADEMY, MURRAY MIDDLE, NEASE BUS GARAGE, OCEAN PALMS ELEMENTARY, OSCEOLA ELEMENTARY, OTIS A MASON ELEMENTARY, Pacetti Bay Middle School, Palencia Elementary School, PALM VALLEY ACADEMY, Patriot Oaks Academy, PEDRO MENENDEZ SENIOR HIGH, PICOLATA CROSSING ELEMENTARY, Pine Island Academy, Ponte Vedra High School, PONTE VEDRA-PALM VALLEY ELEMENTARY, R B HUNT ELEMENTARY, SAINT AUGUSTINE SENIOR HIGH, SEBASTIAN MIDDLE, SOUTH WOODS ELEMENTARY, SWITZERLAND POINT MIDDLE, TIMBERLIN CREEK ELEMENTARY, Tocoi Creek High School, Valley Ridge Academy, W DOUGLAS HARTLEY ELEMENTARY, Wards Creek Elementary, WEBSTER ELEMENTARY, YATES ADMINISTRATIVE ANNEX					
Total:	\$17,849,900	\$11,740,000	\$11,510,000	\$11,590,000	\$11,970,000	\$64,659,900

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan

Item	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
Remaining Maint and Repair from 1.5 Mills	\$17,849,900	\$11,740,000	\$11,510,000	\$11,590,000	\$11,970,000	\$64,659,900
Maintenance/Repair Salaries	\$2,325,463	\$2,500,000	\$2,600,000	\$2,700,000	\$2,800,000	\$12,925,463
School Bus Purchases	\$4,529,535	\$4,500,000	\$4,500,000	\$4,500,000	\$4,500,000	\$22,529,535
Other Vehicle Purchases	\$500,000	\$100,000	\$100,000	\$100,000	\$100,000	\$900,000
Capital Outlay Equipment	\$1,106,176	\$1,200,000	\$1,300,000	\$1,400,000	\$1,500,000	\$6,506,176
Rent/Lease Payments	\$0	\$0	\$0	\$0	\$0	\$0
GOP Debt Service	\$22,231,376	\$21,459,489	\$21,034,489	\$20,598,739	\$20,166,739	\$105,490,832
Rent/Lease Relocatables	\$5,667,012	\$5,000,000	\$4,000,000	\$3,000,000	\$2,000,000	\$19,667,012
Environmental Problems	\$0	\$0	\$0	\$0	\$0	\$0

s.1011.14 Debt Service	\$3,286,787	\$0	\$0	\$0	\$0	\$3,286,787
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	\$3,351,507	\$3,351,507	\$3,351,507	\$3,351,507	\$3,351,507	\$16,757,535
Qualified School Construction Bonds (QSCB)	\$0	\$0	\$0	\$0	\$0	\$0
Qualified Zone Academy Bonds (QZAB)	\$0	\$0	\$0	\$0	\$0	\$0
Excelsior Center Lease	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$175,000
Technology Plan	\$289,810	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$12,289,810
AED Replacement Program	\$0	\$60,000	\$60,000	\$60,000	\$60,000	\$240,000
School Based Maintenance	\$963,500	\$975,000	\$100,000	\$1,025,000	\$1,050,000	\$4,113,500
Safety Inspections & Repairs	\$100,000	\$125,000	\$150,000	\$175,000	\$200,000	\$750,000
Districtwide Other Projects	\$3,248,913	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000	\$15,248,913
Community Relations Equipment	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$75,000
Local Expenditure Totals:	\$65,499,979	\$57,060,996	\$54,755,996	\$54,550,246	\$53,748,246	\$285,615,463

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2022 - 2023 Actual Value	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
(1) Non-exempt property assessed valuation		\$45,659,707,648	\$51,078,466,283	\$55,691,512,473	\$60,067,747,872	\$64,677,101,879	\$277,174,536,155
(2) The Millage projected for discretionary capital outlay per s.1011.71		1.50	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		\$76,708,309	\$85,811,823	\$93,561,741	\$100,913,816	\$108,657,531	\$465,653,220
(4) Value of the portion of the 1.50-Mill ACTUALLY levied	370	\$65,749,979	\$73,552,991	\$80,195,778	\$86,497,557	\$93,135,027	\$399,131,332
(5) Difference of lines (3) and (4)		\$10,958,330	\$12,258,832	\$13,365,963	\$14,416,259	\$15,522,504	\$66,521,888

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
PECO New Construction	340	\$0	\$0	\$0	\$0	\$0	\$0
PECO Maintenance Expenditures		\$0	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0	\$0	\$0

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
CO & DS Cash Flow-through Distributed	360	\$1,481,374	\$1,481,374	\$1,481,374	\$1,481,374	\$1,481,374	\$7,406,870
CO & DS Interest on Undistributed CO	360	\$11,449	\$11,449	\$11,449	\$11,449	\$11,449	\$57,245
		\$1,492,823	\$1,492,823	\$1,492,823	\$1,492,823	\$1,492,823	\$7,464,115

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Item	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
SCD 2009-6 Anderson Greenbriar -- Contribution of Land (19.25 acres)	\$0	\$0	\$0	\$0	\$1	\$1
SCD 2011-2 Winchester East- Proportionate Share Mitigation Payment-- Middle School Student Stations	\$46,102	\$0	\$0	\$0	\$0	\$46,102
SCD 2014-15 Julington Lakes-- Proportionate Share Mitigation Payment--Elementary, Middle and High School Student Stations	\$3,190,866	\$0	\$0	\$0	\$0	\$3,190,866
SCD 2014-19 Stone Creek Landing-- Proportionate Share Mitigation Payment--Elementary, Middle and High School Student Stations	\$509,612	\$0	\$0	\$0	\$0	\$509,612
Ashford Mills DRI (Shearwater)-- Elementary, Middle and High School Student Stations	\$18,856,000	\$0	\$0	\$0	\$527,537	\$19,383,537
Bartram Park DRI --Elementary, Middle and High School Student Stations	\$4,993,743	\$0	\$0	\$0	\$805,955	\$5,799,698
Twin Creeks DRI--Elementary, Middle and High School Student Stations	\$6,988,380	\$0	\$0	\$0	\$2,503,027	\$9,491,407
SCDMOD 2014-1 Oxford Estates II-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$370,746	\$0	\$0	\$0	\$0	\$370,746
SCD 2015-10 Bannan Lakes-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$0	\$791,430	\$0	\$791,430
SCD 2016-1 Oxford Estates IV-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$278,850	\$0	\$0	\$446,160	\$0	\$725,010
SCD 2016-4 Wards Creek PUD-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$370,613	\$0	\$0	\$0	\$0	\$370,613
SCD 2016-2 Lakes at Mill Creek Plantation PUD--Proportionate Share Mitigation Payment--Middle and High School Student Stations	\$309,837	\$0	\$0	\$0	\$0	\$309,837
SCD 2016-12 Durbin Creek Estates-- Proportionate Share Mitigation Payment--Elementary, Middle and High School Student Stations	\$1,916,464	\$0	\$0	\$0	\$0	\$1,916,464

SCD 2016-3 Worthington Estates PUD-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$492,765	\$0	\$0	\$0	\$0	\$492,765
SCD 2017-7 Antigua Apartments-- Proportionate Share Mitigation Payment-- High School Student Stations	\$0	\$0	\$223,078	\$0	\$0	\$223,078
SCD 2017-20 Southaven PUD 2-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$37,158	\$0	\$0	\$37,158
SCD 2018-8 SR 207 & Lightsey Road Apartments --Proportionate Share Mitigation Payment--Middle and High School Student Stations	\$0	\$0	\$233,735	\$0	\$0	\$233,735
SCD 2018-20 Vilano Subdivision-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$2,615	\$0	\$0	\$2,615
SCD 2018-18 2884 N. Fourth Street-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$8,334	\$0	\$0	\$8,334
Interest: Elementary, Middle and High	\$1,720,523	\$0	\$0	\$0	\$206,505	\$1,927,028
SCD 2019-10 Mill Creek Forest PUD-- Proportionate Share Mitigation Payment-- Elementary, Middle and High School Student Stations	\$1,989,977	\$0	\$0	\$0	\$2,107,816	\$4,097,793
SCD 2018-16 ICI Land - Middlebourne PUD -- Proportionate Share Mitigation Payment Elementary, Middle and High School Student Stations	\$2,140,317	\$0	\$0	\$0	\$199,232	\$2,339,549
SCD 2018-17 Grand Oaks - Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$3,815,815	\$3,815,815
SCD 2019-14 Minorcan Mill PUD-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$491,769	\$0	\$0	\$491,769
SCD 2020-2 Sandy Creek PUD-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$33,484	\$0	\$0	\$33,484
SCD 2017-16 Rock Springs Farms-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$130,476	\$0	\$0	\$130,476
SCD 2018-11 North Creek PUD-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$164,529	\$0	\$0	\$164,529
SCD 2018-7 Morgan's Cove-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$191,542	\$0	\$0	\$191,542
SCD 2018-6 Southwind Plantation-- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$0	\$0	\$9,981	\$0	\$0	\$9,981
SCD 2019-2 The Landing at St. Augustine Ph 2--Proportionate Share Mitigation Payment--Middle and High School Student Stations	\$0	\$0	\$250,800	\$0	\$0	\$250,800
SCD 2016-11 Arbor Mill at Mill Creek -- Proportionate Share Mitigation Payment-- Middle and High School Student Stations	\$359,569	\$0	\$0	\$0	\$0	\$359,569
SCD 2020-14 Brookside Preserve PUD -- Proportionate Share Mitigation Payment - Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$2,574,673	\$0	\$2,574,673

SCD 2019-11 Durbin Creek Crossing PUD -- Proportionate Share Mitigation Payment -- Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$4,910,150	\$0	\$4,910,150
SCD 2019-4 Bridgewater PUD -- Proportionate Share Mitigation Payment -- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$1,519,200	\$1,519,200
SCD 2016-16 Cordova Palms - Phase 1 -- Proportionate Share Mitigation Payment -- High School Student Stations	\$0	\$0	\$0	\$0	\$3,168,820	\$3,168,820
SCD 2016-15 Antigua at St. Augustine -- Proportionate Share Mitigation Payment -- High School Student Stations	\$0	\$0	\$0	\$0	\$50,259	\$50,259
World Commerce Center DRI -- Proportionate Share Mitigation Payment -- Elementary, Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$476,866	\$476,866
SCD 2020-9 St. Augustine Lakes PUD -- Proportionate Share Mitigation Payment -- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$321,553	\$321,553
SCD 2018-19 Lightsey Road Extension -- Proportionate Share Mitigation Payment -- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$197,095	\$497,095
SCD 2020-5 Whispering Creek -- Proportionate Share Mitigation Payment -- Middle and High School Student Stations	\$0	\$0	\$0	\$0	\$99,584	\$99,584
	\$44,534,364	\$0	\$1,777,501	\$8,722,413	\$16,299,265	\$71,333,543

Sales Surtax Referendum

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

Did the school district hold a surtax referendum during the past fiscal year 2021 - 2022?

Yes

Sales Surtax Type: Half Cent Sales Surtax

Date of Election: 11/4/2015

Date of Expiration: 1/1/2026

Anticipated Revenue Start Date: 1/2/2016

Anticipated Revenue End Date: 12/31/2025

Estimated Annualized Revenue: \$13,000,000

Total \$ Amount Projected to be Received for the Duration of Tax: \$150,000,000

Number of Years Tax In Effect: 10

Percentage of Vote FOR: 61 %

Percentage of Vote AGAINST: 39 %

Additional Revenue Source

Any additional revenue sources

Item	2022 - 2023 Actual Value	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total
Proceeds from a s 1011 14/15 F.S. Loans	\$0	\$0	\$0	\$0	\$0	\$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Special Act Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Revenue from CO & DS Bond Sale	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Voted Capital Improvements millage	\$0	\$0	\$0	\$0	\$0	\$0
Other Revenue for Other Capital Projects	\$3,286,787	\$0	\$0	\$0	\$0	\$3,286,787
Proceeds from 1/2 cent sales surtax authorized by school board	\$18,232,886	\$18,232,886	\$18,232,886	\$18,232,886	\$0	\$72,931,544
Proceeds from local governmental infrastructure sales surtax	\$0	\$0	\$0	\$0	\$0	\$0
Proceeds from Certificates of Participation (COP's) Sale	\$96,000,000	\$0	\$0	\$0	\$0	\$96,000,000
Classrooms First Bond proceeds amount authorized in FY 1997-98	\$0	\$0	\$0	\$0	\$0	\$0
Classrooms for Kids	\$0	\$0	\$0	\$0	\$0	\$0
District Equity Recognition	\$0	\$0	\$0	\$0	\$0	\$0
Federal Grants	\$0	\$0	\$0	\$0	\$0	\$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	\$0	\$0	\$0	\$0	\$0	\$0
Impact fees received	\$18,000,000	\$15,000,000	\$12,000,000	\$10,000,000	\$8,000,000	\$63,000,000
Private donations	\$0	\$0	\$0	\$0	\$0	\$0
Grants from local governments or not-for-profit organizations	\$0	\$0	\$0	\$0	\$0	\$0
Interest, including Profit On Investment	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$750,000
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	\$0	\$0	\$0	\$0	\$0	\$0
Total Fund Balance Carried Forward	\$278,429,345	\$0	\$0	\$0	\$0	\$278,429,345
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Special Facilities Construction Account	\$0	\$0	\$0	\$0	\$0	\$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	(\$220,563,459)	\$0	\$0	\$0	\$0	(\$220,563,459)
Subtotal	\$193,535,559	\$33,382,886	\$30,382,886	\$28,382,886	\$8,150,000	\$293,834,217

Total Revenue Summary

Item Name	2022 - 2023 Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	\$65,749,979	\$73,552,991	\$80,195,778	\$86,497,557	\$93,135,027	\$399,131,332
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	(\$65,499,979)	(\$57,060,996)	(\$54,755,996)	(\$54,550,246)	(\$53,748,246)	(\$285,615,463)
PECO Maintenance Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Available 1.50 Mill for New Construction	\$250,000	\$16,491,995	\$25,439,782	\$31,947,311	\$39,386,781	\$113,515,869

Item Name	2022 - 2023 Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Five Year Total
CO & DS Revenue	\$1,492,823	\$1,492,823	\$1,492,823	\$1,492,823	\$1,492,823	\$7,464,115
PECO New Construction Revenue	\$0	\$0	\$0	\$0	\$0	\$0
Other/Additional Revenue	\$238,069,923	\$33,382,886	\$32,160,387	\$37,105,299	\$24,449,265	\$365,167,760
Total Additional Revenue	\$239,562,746	\$34,075,709	\$33,653,210	\$38,598,122	\$25,942,088	\$372,631,875
Total Available Revenue	\$239,812,746	\$51,367,704	\$59,092,992	\$70,545,433	\$65,328,869	\$486,147,744

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	Total	Funded
K-8 School NN	Location not specified	Planned Cost:	\$76,799,878	\$0	\$0	\$0	\$0	\$76,799,878	Yes
	Student Stations:		0	0	1,553	0	0	1,553	
	Total Classrooms:		0	0	81	0	0	81	
	Gross Sq Ft:		0	0	251,032	0	0	251,032	
Classroom Expansion	SOUTH WOODS ELEMENTARY	Planned Cost:	\$5,434,831	\$0	\$0	\$0	\$0	\$5,434,831	Yes
	Student Stations:		0	0	0	240	0	240	
	Total Classrooms:		0	0	0	12	0	12	
	Gross Sq Ft:		0	0	0	25,000	0	25,000	

Elementary School N	Location not specified	Planned Cost:	\$0	\$0	\$0	\$35,000,000	\$0	\$35,000,000	Yes
	Student Stations:		0	0	0	758	0	758	
	Total Classrooms:		0	0	0	44	0	44	
	Gross Sq Ft:		0	0	0	113,160	0	113,160	

Planned Cost:	\$82,234,709	\$0	\$0	\$35,000,000	\$0	\$117,234,709
Student Stations:	0	0	1,553	998	0	2,551
Total Classrooms:	0	0	81	56	0	137
Gross Sq Ft:	0	0	251,032	138,160	0	389,192

Other Project Schedules

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

Project Description	Location	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total	Funded
Half-Cent Sales Surtax Roof Replacement: 200 & 400 Wings Roof Replacement & Gutter Improvements	BARTRAM TRAIL SENIOR HIGH	\$550,000	\$0	\$0	\$0	\$0	\$550,000	Yes
Half-Cent Sales Surtax: Technology - Network Switching	Location not specified	\$1,356,122	\$0	\$0	\$0	\$0	\$1,356,122	Yes
Half-Cent Sales Surtax: Technology - Classroom Sound Upgrade	Location not specified	\$1,400,000	\$0	\$0	\$0	\$0	\$1,400,000	Yes
K-8 School QQ Planning	Location not specified	\$6,000,000	\$21,282,374	\$26,260,817	\$4,792,456	\$16,664,353	\$75,000,000	Yes
K-8 School RR Planning	Location not specified	\$0	\$0	\$0	\$0	\$36,079,516	\$36,079,516	Yes
Revenue Anticipation Note (RAN)	Location not specified	\$3,286,787	\$0	\$0	\$0	\$0	\$3,286,787	Yes
Half-Cent Sales Surtax Roof Replacement (Phase 1)	MURRAY MIDDLE	\$1,100,000	\$0	\$0	\$0	\$0	\$1,100,000	Yes
Half-Cent Sales Surtax Roof Replacement - 200 Wing Roof Replacement & Gutter Improvements	PEDRO MENENDEZ SENIOR HIGH	\$450,000	\$0	\$0	\$0	\$0	\$450,000	Yes
Half-Cent Sales Surtax Technology Improvements: Teacher & Student Instructional Devices	Location not specified	\$0	\$500,000	\$750,000	\$552,977	\$0	\$1,802,977	Yes
Campus Improvements	FIRST COAST TECHNICAL INSTITUTE	\$250,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,250,000	Yes
Half-Cent Sales Surtax Safety: Mobile Panic Alarm Badges	Location not specified	\$115,000	\$0	\$0	\$0	\$0	\$115,000	Yes
SREF	Location not specified	\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000	Yes
Districtwide Maintenance Program: Add'l Capital Projects	Location not specified	\$0	\$10,000,000	\$10,000,000	\$10,000,000	\$10,000,000	\$40,000,000	Yes
Upgrade and New Relocatables	Location not specified	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000	Yes

AED Replacement	Location not specified	\$0	\$60,000	\$60,000	\$60,000	\$60,000	\$240,000	Yes
Half-Cent Sales Surtax Savings for Future Construction	Location not specified	\$3,812,089	\$6,385,330	\$7,882,175	\$6,000,000	\$0	\$24,079,594	Yes
Half-Cent Sales Surtax Classroom Technology: WiFi	Location not specified	\$2,765,475	\$5,000,000	\$5,000,000	\$5,000,000	\$0	\$17,765,475	Yes
Half-Cent Sales Surtax Security Cameras & Access Controls	Location not specified	\$0	\$500,000	\$500,000	\$500,000	\$0	\$1,500,000	Yes
Half-Cent Sales Surtax Maintenance School Safety & Security Improvements	Location not specified	\$579,300	\$500,000	\$500,000	\$500,000	\$0	\$2,079,300	Yes
Half-Cent Sales Surtax GPS System for Buses	Location not specified	\$146,600	\$115,000	\$115,000	\$115,000	\$0	\$491,600	Yes
Half-Cent Sales Surtax Security Improvements	Location not specified	\$58,300	\$500,000	\$500,000	\$500,000	\$0	\$1,558,300	Yes
Half-Cent Sales Surtax Maintaining Facilities	Location not specified	\$0	\$4,000,000	\$5,000,000	\$5,000,000	\$0	\$14,000,000	Yes
Districtwide Other Projects	Location not specified	\$150,000	\$0	\$0	\$0	\$0	\$150,000	Yes
Half-Cent Sales Surtax Roof Replacement (Phase 1)	OCEAN PALMS ELEMENTARY	\$900,000	\$0	\$0	\$0	\$0	\$900,000	Yes
		\$24,919,673	\$51,367,704	\$59,092,992	\$35,545,433	\$65,328,869	\$236,254,671	

Additional Project Schedules

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

Project Description	Location	Num Classrooms	2022 - 2023 Actual Budget	2023 - 2024 Projected	2024 - 2025 Projected	2025 - 2026 Projected	2026 - 2027 Projected	Total	Funded
K-8 School OO	Location not specified	81	\$75,562,123	\$0	\$0	\$0	\$0	\$75,562,123	Yes
K-8 School PP	Location not specified	64	\$57,096,241	\$0	\$0	\$0	\$0	\$57,096,241	Yes
		145	\$132,658,364	\$0	\$0	\$0	\$0	\$132,658,364	

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2022 - 2023 Satis. Stu. Sta	Actual 2022 - 2023 FISH Capacity	Actual 2021 - 2022 COFTE	# Class Rooms	Actual Average 2022 - 2023 Class Size	Actual 2022 - 2023 Utilization	New Stu. Capacity	New Rooms to be Added/Re moved	Projected 2026 - 2027 COFTE	Projected 2026 - 2027 Utilization	Projected 2026 - 2027 Class Size
CROOKSHANK ELEMENTARY	1,024	1,024	664	55	12	65.00 %	-185	-10	839	100.00 %	19
EVELYN HAMBLIN EDUCATION CENTER	511	511	110	23	5	22.00 %	0	0	150	29.00 %	7
KETTERLINUS ELEMENTARY	485	485	417	26	16	86.00 %	0	0	485	100.00 %	19
PONTE VEDRA-PALM VALLEY ELEMENTARY	648	648	511	36	14	79.00 %	-54	-3	594	100.00 %	18
R B HUNT ELEMENTARY	699	699	580	37	16	83.00 %	-144	-8	555	100.00 %	19
MURRAY MIDDLE	1,108	997	642	49	13	64.00 %	0	0	997	100.00 %	20
Beachside High School	2,024	0	0	88	0	0.00 %	0	0	2,024	0.00 %	23
Valley Ridge Academy	1,734	1,560	1,274	79	16	82.00 %	-446	-21	1,159	104.00 %	20
PICOLATA CROSSING ELEMENTARY	1,159	1,159	907	59	15	78.00 %	-348	-16	811	100.00 %	19
FREEDOM CROSSING ACADEMY	2,297	2,067	2,192	107	20	106.00 %	-656	-30	1,476	105.00 %	19
PALM VALLEY ACADEMY	2,143	1,928	1,567	101	16	81.00 %	-524	-24	1,457	104.00 %	19
Pine Island Academy	1,841	0	1,141	87	13	0.00 %	-220	-10	1,458	-663.00 %	19
Tocoi Creek High School	2,035	0	1,271	87	15	0.00 %	0	0	2,035	0.00 %	23
Pacetti Bay Middle School	1,756	1,580	1,356	74	18	86.00 %	-528	-24	1,105	105.00 %	22
Creeside High School	2,443	2,320	2,274	95	24	98.00 %	0	0	2,320	100.00 %	24
Ponte Vedra High School	1,820	1,729	1,749	77	23	101.00 %	0	0	1,729	100.00 %	22
Liberty Pines Academy	2,026	1,823	1,439	91	16	79.00 %	-300	-140	1,553	102.00 %	-32
Palencia Elementary School	875	875	855	47	18	98.00 %	-152	-8	723	100.00 %	19
Patriot Oaks Academy	1,790	1,611	1,249	81	15	78.00 %	-502	-24	1,159	105.00 %	20
FRUIT COVE MIDDLE	1,478	1,330	1,192	64	19	90.00 %	-286	-130	1,072	103.00 %	-16
DURBIN CREEK ELEMENTARY	1,074	1,074	910	55	17	85.00 %	-216	-12	858	100.00 %	20
TIMBERLIN CREEK ELEMENTARY	1,210	1,210	1,173	65	18	97.00 %	-450	-25	760	100.00 %	19
SOUTH WOODS ELEMENTARY	850	850	600	45	13	71.00 %	-216	-12	634	100.00 %	19
HICKORY CREEK ELEMENTARY	928	928	907	48	19	98.00 %	-168	-8	760	100.00 %	19
Wards Creek Elementary	1,196	1,196	795	62	13	66.00 %	-436	-22	760	100.00 %	19
OTIS A MASON ELEMENTARY	791	791	690	41	17	87.00 %	-132	-7	659	100.00 %	19
CUNNINGHAM CREEK ELEMENTARY	982	982	598	49	12	61.00 %	-336	-16	646	100.00 %	20
GAMBLE ROGERS MIDDLE	1,033	929	899	48	19	97.00 %	0	0	929	100.00 %	19
OCEAN PALMS ELEMENTARY	1,121	1,121	889	60	15	79.00 %	-454	-26	667	100.00 %	20

PEDRO MENENDEZ SENIOR HIGH	1,632	1,550	1,390	66	21	90.00 %	0	0	1,550	100.00 %	23
BARTRAM TRAIL SENIOR HIGH	2,421	2,299	2,929	98	30	127.00 %	0	0	2,299	100.00 %	23
SEBASTIAN MIDDLE	989	872	690	45	15	79.00 %	0	0	872	100.00 %	19
ALICE B LANDRUM MIDDLE	1,388	1,249	1,205	62	19	96.00 %	-308	-14	972	103.00 %	20
SWITZERLAND POINT MIDDLE	1,352	1,216	1,298	60	22	107.00 %	-304	-14	943	103.00 %	21
OSCEOLA ELEMENTARY	856	856	590	46	13	69.00 %	-108	-6	748	100.00 %	19
MILL CREEK ACADEMY	1,943	1,943	1,763	88	20	91.00 %	-344	-16	1,599	100.00 %	22
MARJORIE KINNAN RAWLINGS ELEMENTARY	739	739	547	37	15	74.00 %	0	0	739	100.00 %	20
SAINT AUGUSTINE SENIOR HIGH	1,903	1,807	1,665	79	21	92.00 %	0	0	1,784	99.00 %	23
WEBSTER ELEMENTARY	977	977	456	57	8	47.00 %	-18	-1	959	100.00 %	17
FIRST COAST TECHNICAL INSTITUTE	1,703	2,043	331	91	4	16.00 %	0	0	350	17.00 %	4
JULINGTON CREEK ELEMENTARY	1,232	1,232	912	65	14	74.00 %	-204	-10	1,028	100.00 %	19
ALLEN D NEASE SENIOR HIGH	2,709	2,573	2,304	109	21	90.00 %	0	0	2,573	100.00 %	24
W DOUGLAS HARTLEY ELEMENTARY	729	729	632	40	16	87.00 %	0	0	729	100.00 %	18
	59,634	51,512	45,564	2,779	16	88.45 %	-8,039	-637	47,519	109.31 %	22

The COFTE Projected Total (47,519) for 2026 - 2027 must match the Official Forecasted COFTE Total (52,738) for 2026 - 2027 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2026 - 2027	
Elementary (PK-3)	14,486
Middle (4-8)	21,341
High (9-12)	16,911
	52,738

Grade Level Type	Balanced Projected COFTE for 2026 - 2027
Elementary (PK-3)	2,319
Middle (4-8)	2,900
High (9-12)	0
	52,738

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	Year 5 Total
CROOKSHANK ELEMENTARY	0	0	0	0	10	10
PONTE VEDRA-PALM VALLEY ELEMENTARY	0	0	0	0	3	3

R B HUNT ELEMENTARY	0	0	0	0	6	6
JULINGTON CREEK ELEMENTARY	0	0	0	0	6	6
W DOUGLAS HARTLEY ELEMENTARY	0	0	0	0	4	4
ALICE B LANDRUM MIDDLE	0	0	14	0	0	14
SWITZERLAND POINT MIDDLE	0	0	14	0	0	14
OSCEOLA ELEMENTARY	0	0	0	0	6	6
MILL CREEK ACADEMY	0	0	0	0	16	16
OTIS A MASON ELEMENTARY	0	0	0	0	6	6
CUNNINGHAM CREEK ELEMENTARY	0	0	16	0	0	16
OCEAN PALMS ELEMENTARY	0	0	25	0	0	25
FRUIT COVE MIDDLE	0	0	0	0	13	13
DURBIN CREEK ELEMENTARY	0	0	0	0	23	23
TIMBERLIN CREEK ELEMENTARY	0	0	26	0	0	26
SOUTH WOODS ELEMENTARY	0	0	0	0	11	11
HICKORY CREEK ELEMENTARY	0	0	0	0	8	8
Wards Crook Elementary	0	0	0	0	22	22
Pacetti Bay Middle School	0	0	0	0	24	24
Ponte Vedra High School	0	0	0	0	6	6
Liberty Pines Academy	0	0	14	0	0	14
Palencia Elementary School	0	2	0	0	6	8
Patriot Oaks Academy	0	0	0	0	23	23
Valley Ridge Academy	0	0	15	0	20	35
PICOLATA CROSSING ELEMENTARY	0	0	0	0	16	16
FREEDOM CROSSING ACADEMY	0	0	30	0	0	30
PALM VALLEY ACADEMY	0	24	0	0	0	24
Pine Island Academy	0	0	0	0	10	10
Total Relocatable Replacements:	0	26	154	0	239	419

Charter Schools Tracking

Information regarding the use of charter schools

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2026 - 2027
Therapeutic Learning Center (TLC); PK; 2101 ARC Drive St Augustine, FL 32084	2	PRIVATE	2000	20	15	2	36

St. Johns Community Campus; ESE Ages 18-22; 62 Cuna Street, St. Augustine, FL 32084	4	PRIVATE	2010	30	64	2	100
St. Augustine Public Montessori; Grades 1-6; 7A Williams St., St. Augustine, FL, 32084	7	PRIVATE	2012	130	115	4	130
	13			180	194		266

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		0	0	0	0	0	0

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
MILL CREEK ACADEMY	Co-Teaching	6	23	0	0	0	29
OTIS A MASON ELEMENTARY	Co-Teaching	2	1	0	0	0	3
OSCEOLA ELEMENTARY	Co-Teaching	2	0	0	0	0	2
WEBSTER ELEMENTARY	Co-Teaching	2	0	0	0	0	2
W DOUGLAS HARTLEY ELEMENTARY	Co-Teaching	3	0	0	0	0	3
PONTE VEDRA PALM VALLEY ELEMENTARY	Co-Teaching	4	0	0	0	0	4
TIMBERLIN CREEK ELEMENTARY	Co-Teaching	2	8	0	0	0	10
SOUTH WOODS ELEMENTARY	Co-Teaching	0	1	0	0	0	1
BARTRAM TRAIL SENIOR HIGH	Co-Teaching	0	0	0	1	0	1
GAMBLE ROGERS MIDDLE	Co-Teaching	0	16	0	0	0	16
OCEAN PALMS ELEMENTARY	Co-Teaching	4	2	0	0	0	6
Liberty Pines Academy	Co-Teaching	5	12	0	0	0	17
Palencia Elementary School	Co-Teaching	1	13	0	0	0	14
Patriot Oaks Academy	Co-Teaching	2	0	0	0	0	2
Valley Ridge Academy	Co-Teaching	4	16	0	0	0	20
PICOLATA CROSSING ELEMENTARY	Co-Teaching	2	1	0	0	0	3
FREEDOM CROSSING ACADEMY	Co-Teaching	2	7	0	0	0	9
Pine Island Academy	Co-Teaching	3	7	0	0	0	10
Tocoi Creek High School	Co-Teaching	0	0	1	0	0	1
Total Co-Teaching Classrooms:		44	107	1	1	0	153

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

New K-8 School NN: Water and sewer line extensions and road improvements for access

New K-8 School OO: Water and sewer line extensions and road improvements for access

New K-8 School PP: Water and sewer line extensions and road improvements for access.

New Elementary School N: Water and sewer line extensions and road improvements for access

South Woods Elementary School Expansion: Existing Elementary School site.

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

New K-8 School NN: Shearwater development within the Ashford Mills DRI.

New K-8 School OO: Beacon Lakes development within the Twin Creeks DRI.

New K-8 School PP: RiverTown DRI

New Elementary School N: Southern St. Johns County.

South Woods Elementary School Expansion: 4750 SR 206, Elkton, FL

Consistent with Comp Plan? Yes

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year

List the net new classrooms added in the 2021 - 2022 fiscal year					List the net new classrooms to be added in the 2022 - 2023 fiscal year.			
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.					Totals for fiscal year 2022 - 2023 should match totals in Section 15A			
Location	2021 - 2022 # Permanent	2021 - 2022 # Modular	2021 - 2022 # Relocatable	2021 - 2022 Total	2022 - 2023 # Permanent	2022 - 2023 # Modular	2022 - 2023 # Relocatable	2022 - 2023 Total
Elementary (PK-3)	0	0	50	50	0	0	0	0
Middle (4-8)	0	0	63	63	0	0	0	0
High (9-12)	88	0	8	96	0	0	0	0
	88	0	121	209	0	0	0	0

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2022 - 2023	2023 - 2024	2024 - 2025	2025 - 2026	2026 - 2027	5 Year Average
OSCEOLA ELEMENTARY	108	108	108	108	0	86
Liberty Pines Academy	300	300	0	0	0	120

Palencia Elementary School	152	108	108	108	0	95
Patriot Oaks Academy	502	502	502	502	0	402
Valley Ridge Academy	446	446	446	446	0	357
PICOLATA CROSSING ELEMENTARY	348	348	348	348	0	278
PALM VALLEY ACADEMY	524	0	0	0	0	105
FREEDOM CROSSING ACADEMY	656	656	0	0	0	262
MILL CREEK ACADEMY	344	344	344	344	0	275
MARJORIE KINNAN RAWLINGS ELEMENTARY	0	0	0	0	0	0
OTIS A MASON ELEMENTARY	132	132	132	132	0	106
CUNNINGHAM CREEK ELEMENTARY	336	336	0	0	0	134
GAMBLE ROGERS MIDDLE	0	0	0	0	0	0
OCEAN PALMS ELEMENTARY	454	454	0	0	0	182
PEDRO MENENDEZ SENIOR HIGH	150	150	150	150	150	150
BARTRAM TRAIL SENIOR HIGH	368	368	368	368	368	368
FRUIT COVE MIDDLE	286	286	286	286	0	229
Creekside High School	750	750	750	750	750	750
Ponte Vedra High School	150	150	150	150	150	150
DURBIN CREEK ELEMENTARY	216	216	216	216	0	173
Wards Creek Elementary	436	436	436	436	0	349
Pacelli Bay Middle School	528	528	528	528	0	422
TIMBERLIN CREEK ELEMENTARY	450	450	0	0	0	180
SOUTH WOODS ELEMENTARY	216	216	216	216	0	173
HICKORY CREEK ELEMENTARY	168	168	168	168	0	134
CROOKSHANK ELEMENTARY	185	185	185	185	0	148
EVELYN HAMBLIN EDUCATION CENTER	193	193	193	193	193	193
KETTERLINUS ELEMENTARY	0	0	0	0	0	0
PONTE VEDRA-PALM VALLEY ELEMENTARY	54	54	54	54	0	43
R B HUNT ELEMENTARY	144	144	144	144	0	115
MURRAY MIDDLE	0	0	0	0	0	0
SAINT AUGUSTINE SENIOR HIGH	25	25	25	25	25	25
WEBSTER ELEMENTARY	18	0	0	0	0	4
FIRST COAST TECHNICAL INSTITUTE	402	352	352	352	352	362
JULINGTON CREEK ELEMENTARY	204	204	204	204	0	163
ALLEN D NEASE SENIOR HIGH	425	425	425	425	425	425
W DOUGLAS HARTLEY ELEMENTARY	0	0	0	0	0	0
SEBASTIAN MIDDLE	0	0	0	0	0	0

ALICE B LANDRUM MIDDLE	308	238	0	0	0	109
SWITZERLAND POINT MIDDLE	304	304	0	0	0	122
Pine Island Academy	220	220	220	220	0	176
Tocoi Creek High School	0	0	0	0	0	0
Beachside High School	0	0	0	0	0	0

Totals for ST JOHNS COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	10,502	9,796	7,058	7,058	2,413	7,365
Total number of COFTE students projected by year.	47,378	48,959	50,291	51,462	52,738	50,166
Percent in relocatables by year.	22 %	20 %	14 %	14 %	5 %	15 %

Leased Facilities Tracking

Existing leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2022 - 2023	FISH Student Stations	Owner	# of Leased Classrooms 2026 - 2027	FISH Student Stations
MILL CREEK ACADEMY	0	0	Leased	0	0
CUNNINGHAM CREEK ELEMENTARY	16	336	Leased	0	0
OCEAN PALMS ELEMENTARY	25	454	Leased	0	0
BARTRAM TRAIL SENIOR HIGH	15	368	Leased	15	368
DURBIN CREEK ELEMENTARY	12	216	Leased	0	0
TIMBERLIN CREEK ELEMENTARY	25	450	Leased	0	0
CROOKSHANK ELEMENTARY	10	185	Leased	0	0
EVELYN HAMBLÉN EDUCATION CENTER	0	0	Leased	10	193
R B HUNT ELEMENTARY	0	0	Leased	0	0
WEBSTER ELEMENTARY	1	18	Leased	0	0
JULINGTON CREEK ELEMENTARY	10	204	Leased	0	0
ALLEN D NEASE SENIOR HIGH	17	425	Leased	17	425
W DOUGLAS HARTLEY ELEMENTARY	0	0	Leased	0	0
ALICE B LANDRUM MIDDLE	14	308	Leased	0	0
OSCEOLA ELEMENTARY	6	108	Leased	0	0
KETTERLINUS ELEMENTARY	0	0		0	0
PONTE VEDRA-PALM VALLEY ELEMENTARY	3	54	Leased	0	0
MURRAY MIDDLE	0	0		0	0
SAINT AUGUSTINE SENIOR HIGH	0	0	Leased	1	25
FIRST COAST TECHNICAL INSTITUTE	12	298	Leased	15	352

SEBASTIAN MIDDLE	0	0		0	0
MARJORIE KINNAN RAWLINGS ELEMENTARY	0	0		0	0
OTIS A MASON ELEMENTARY	0	0		0	0
GAMBLE ROGERS MIDDLE	0	0		0	0
PEDRO MENENDEZ SENIOR HIGH	6	150	Leased	6	150
SOUTH WOODS ELEMENTARY	12	216	Leased	0	0
HICKORY CREEK ELEMENTARY	0	0	Leased	0	0
Wards Creek Elementary	22	436	Leased	0	0
Creekside High School	30	750	Leased	30	750
Ponte Vedra High School	6	150	Leased	6	150
Liberty Pines Academy	14	300	Leased	0	0
FRUIT COVE MIDDLE	13	286	Leased	0	0
Palencia Elementary School	0	0		0	0
Patriot Oaks Academy	0	0		0	0
Valley Ridge Academy	21	446	Leased	0	0
PICOLATA CROSSING ELEMENTARY	0	0		0	0
SWITZERLAND POINT MIDDLE	0	0		0	0
Pacetti Bay Middle School	0	0		0	0
PALM VALLEY ACADEMY	24	524	Leased	0	0
FREEDOM CROSSING ACADEMY	0	0		0	0
Pine Island Academy	0	0		0	0
Tucui Creek High School	0	0		0	0
Beachside High School	0	0		0	0
	314	6,682		100	2,413

Failed Standard Relocatable Tracking

Relocatable units currently reported by school from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The St. Johns County School District currently utilizes blended scheduling and co-teaching classrooms, along with class size averaging for Schools of Excellence, as appropriate.

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

None

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2021 - 2022 FISH Capacity	Actual 2021 - 2022 COFTE	Actual 2021 - 2022 Utilization	Actual 2022 - 2023 / 2031 - 2032 new Student Capacity to be added/removed	Projected 2031 - 2032 COFTE	Projected 2031 - 2032 Utilization
Elementary - District Totals	19,518	19,518	15,395.88	78.88 %	0	0	0.00 %

Middle - District Totals	19,074	17,162	15,002.92	87.42 %	0	0	0.00 %
High - District Totals	12,928	12,278	12,311.95	100.28 %	0	0	0.00 %
Other - ESE, etc	8,114	2,554	2,852.80	111.71 %	0	0	0.00 %
	59,634	51,512	45,563.55	88.45 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2021 - 2022 FISH Capacity	Actual 2021 - 2022 COFTE	Actual 2021 - 2022 Utilization	Actual 2022 - 2023 / 2041 - 2042 new Student Capacity to be added/removed	Projected 2041 - 2042 COFTE	Projected 2041 - 2042 Utilization
Elementary - District Totals	19,518	19,518	15,395.88	78.88 %	0	0	0.00 %
Middle - District Totals	19,074	17,162	15,002.92	87.42 %	0	0	0.00 %
High - District Totals	12,928	12,278	12,311.95	100.28 %	0	0	0.00 %
Other - ESE, etc	8,114	2,554	2,852.80	111.71 %	0	0	0.00 %
	59,634	51,512	45,563.55	88.45 %	0	0	0.00 %

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.


No comments to report.

Twenty-Year Infrastructure Planning

Nothing reported for this section.

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: July 25, 2023


SUBJECT: Re-Appointment of Comprehensive Planning and Zoning Board Members to
Three-Year Term: R. Connor Dowling, Hester Longstreet and Victor Saris

The terms of the three members expire in October 2023. Each has requested that they be re-appointed to another three-year term.

As there are no applications on file from residents requesting that they be considered for appointment to the Board, we ask the re-appointment of Mr. Dowling, Ms. Longstreet and Mr. Saris be approved.

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: July 25, 2023

SUBJECT: Approval for City Manager to Sign 1st Amendment to the Interlocal Agreement between the County and the City for Law Enforcement Services

This topic is the result of the County Commission agreeing to increase the amount of money it yearly reimburses the City for law enforcement services on the beach. As Lt. Hammonds of the SABPD shows in his memo (pages 1-2), the County collects a significant amount of beach toll revenue from the A Street and Ocean Trace Road beach accesses while the cost of law enforcement services on the beach provided by the City is also significant.

In the first amendment to the interlocal agreement the City has with the County for law enforcement services on the beach, the County Commission has agreed to provide \$200,000 annually to reimburse the City. Authorizing the City Manager to sign the first amendment will make that official \$200,000 annual reimbursement.



St. Augustine Beach Police Department

Daniel Carswell, Chief of Police



Memorandum

TO: St. Johns County Budget Team
FROM: Lieutenant Frankie Hammonds
REF: Additional Funding Request
DATE: June 7th, 2023

The St. Augustine Beach Police Department is requesting an increase in funding for an additional full time beach patrol officer for the 2024 fiscal year. The last several years have seen a significant increase in both pedestrian and vehicular traffic on St. Augustine Beach. The following are statistics from the beach toll booths located in the City of St. Augustine Beach for 2022 and 2023 as of the current date:

2022

A Street: Passes 16,737 – Revenue \$286,610

Ocean Trace Rd: Passes 11,362 - Revenue \$181,125

2023 (As of June 5th)

A Street: Passes 8,603 – Revenue \$204,545

Ocean Trace Rd: Passes 4,647 – Revenue \$113,430


With the increase in pedestrian and vehicle traffic, the agency has also seen a significant increase in calls for service on the beach. The area patrolled by the St. Augustine Beach Police Department is arguably the busiest stretch of beach in St. Johns County. In 2022, beach patrol units responded to 3,627 calls for service with an additional 531 calls for service handled by the officer assigned to the High Intensity position located at the Pier Area on weekends. In 2023, beach patrol units have responded to 1,766 calls for service with an additional 325 calls for service handled by the officer assigned to the High Intensity position, which is projected to surpass calls for service during 2022.

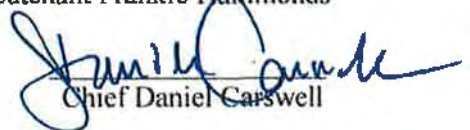
Additionally, beach patrol officers responded to 30 swimmers in distress/drowning calls, in which officers assist marine rescue and often enter the water to assist with rescues.

The increase in pedestrian/vehicular traffic and beach patrol call volume, makes it necessary for our agency to ask for an additional full time beach patrol officer for the St. Augustine Beach Police Department. An additional officer will offset the fatigue our current officers are experiencing by having to cover overtime shifts on the beach. An additional officer will also allow for more full-time coverage of the beach during the weekdays, which is seeing an increase in pedestrian traffic.

The St. Augustine Beach Police Department is currently receiving \$113,192.62 in funding for beach patrol and high intensity. We are asking for an increase to \$200,000, which will allow our agency to staff an additional full-time beach patrol officer.

Thank you for your consideration in this matter. If you have any questions, please do not hesitate to reach out.


Lieutenant Frankie Hammonds


Chief Daniel Carswell

2300 A1A South, St. Augustine Beach, FL 32080
(904) 471-3600 Fax (904) 471-0737

**1ST AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN
ST. JOHNS COUNTY AND CITY OF ST. AUGUSTINE BEACH
PROVIDING FOR LAW ENFORCEMENT ON LOCAL BEACHES DATED MAY 26, 2021**

THIS 1ST AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND CITY OF ST. AUGUSTINE BEACH PROVIDING FOR LAW ENFORCEMENT ON LOCAL BEACHES ("1st Amendment") originally executed May 26, 2021 by and between **St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 and **City of St Augustine Beach**, whose address is 2200 A1A South, St Augustine Beach 32080.

Recitals

WHEREAS, on or about May 21, 2021, the Board of County Commissioners of St. Johns County Florida, approved the terms of the Interlocal Agreement by and between St. Johns County and the City of St Augustine Beach Providing for Law Enforcement on Local Beaches (hereafter "Interlocal Agreement") on or about May 26, 2021 the City of St. Augustine Beach, Florida approved the Interlocal Agreement; and

WHEREAS, the City of St. Augustine Beach has experienced a significant increase in calls for service on the beach due to the increase in pedestrian and vehicle traffic, Beach Patrol units responded to 3,627 calls for service plus 531 calls for service handled by the officer assigned to the High-Intensity position located at the Pier area on weekends, as of June 5th, 2023, Beach Patrol units have responded to 1,766 calls for service plus 325 calls for service handled by the officer assigned to the High-Intensity position and are projected to surpass calls for service in FY22; and

WHEREAS, the City of St. Augustine Beach has requested assistance funding an additional full-time officer as soon as possible; and

WHEREAS, St. Johns County and the City of St. Augustine Beach hereby mutually agree to this 1st Amendment increasing the funding for the remainder of this 2023 fiscal year in an additional amount not to exceed twenty-five thousand 00/100 dollars (\$25,000.00) effective immediately; and

WHEREAS, St. Johns County and the City of St. Augustine Beach hereby mutually agree to the 1st Amendment of the Interlocal Agreement increasing the annual funding after the 2023 fiscal year by an additional sixty-one thousand eight hundred and seven 00/100 dollars (\$61,807.00) to a total of two hundred thousand 00/100 dollars (\$200,000.00) beginning in Fiscal Year 2024; and

WHEREAS, all other terms and conditions shall remain the same in the attached Interlocal Agreement; and

WHEREAS, it is in the best interest of the County to accept this 1st Amendment for the benefits of the citizens of St. Johns County.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties as follows:

1. The above recitals are incorporated by reference into the body of this 1st Amendment.
2. "Section 2, Duties. Paragraph A" of the Interlocal Agreement is amended as follows:

Section 2. Duties

A. The County. For the duration of this Agreement, in exchange for the City's performance of the Duties described herein, the County shall reimburse the City the actual costs incurred in completing the work in an amount not-to-exceed one hundred thirteen thousand one hundred ninety-three 00/100 dollars (\$113,193) annually. This amount not to exceed shall be increase by twenty-five thousand 00/100 dollars (\$25,000.00) for the fiscal year 2023 to one hundred thirty-eight thousand one hundred and ninety-three 00/100 dollars (\$138,193.00). Starting fiscal year 2024 the amount not to exceed shall be two hundred thousand 00/100 dollars (\$200,000.00) annually.

3. All other provisions of the original Interlocal Agreement shall remain applicable and enforceable.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment effective immediately.

**ST. JOHNS COUNTY, FLORIDA
BEACH**

CITY OF ST. AUGUSTINE

By: _____
County Administrator

By: _____
Max Royale, City Manager

Date: _____

Date: _____

ATTEST: Brandon J. Patty
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

Legally Sufficient

Signature

Date:

**INTERLOCAL AGREEMENT
BY AND BETWEEN
ST. JOHNS COUNTY
AND
CITY OF ST. AUGUSTINE BEACH
PROVIDING FOR
LAW ENFORCEMENT ON LOCAL BEACHES**

THIS INTERLOCAL AGREEMENT (Agreement) is made and entered into on this 17 day of May, 2021, by and between ST. JOHNS COUNTY (the "County"), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084 (the "County"), and the CITY OF ST. AUGUSTINE BEACH (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, with administrative offices located at 2200 A1A South, St. Augustine Beach 32080.

WHEREAS, the County is authorized to enforce local ordinances, rules and regulations as well as applicable state laws on the beaches situated within the unincorporated portions of the County and within its jurisdictional boundaries; and

WHEREAS, the City is authorized to enforce local ordinances, rules and regulations as well as applicable state laws on the beaches situated within its corporate and jurisdictional boundaries; and

WHEREAS, the County and the City mutually seek to make the most efficient use of their respective powers by cooperating to provide law enforcement and other services as specifically described herein on local beaches situated within the City's jurisdictional boundaries in efforts to best serve the public safety needs of citizens and visitors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

Section 1. Authority

This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *et seq.*, Florida Statutes (hereinafter referred to as the "Act"), and pursuant to powers granted by law to the County and to the City

Section 2. Duties

A. The County. For the duration of this Agreement, in exchange for the City's performance of the Duties described herein, the County shall reimburse the City the actual costs incurred in completing the work in an amount not-to-exceed one hundred thirteen thousand one hundred ninety three 00/100 dollars (\$113,193) annually.

1. Such payment shall be made by the County to the City in a single, lump sum payment at the end of each County Fiscal Year (September 30), unless the parties mutually agree otherwise in writing
2. In the event of a declared emergency or other unforeseen circumstance that causes the need for increased services or additional resources provided by the

City in order to perform the Duties described herein, the parties shall amend this Agreement in accordance with the provisions of Section 4, to detail their respective duties and obligations regarding such need for increased services and/or additional resources

3. The County's performance of this Agreement shall be subject to an annual appropriation of funding by the St. Johns County Board of County Commissioners (Board). Failure by the Board to allocate such funding in any given County Fiscal Year shall not constitute a breach of this Agreement. In the event that the Board fails to appropriate such funding in any County Fiscal Year during the effective term of this Agreement, then the County shall promptly provide written notice to the City.

B. The City. For the duration of this Agreement, in exchange for the County's payment of funds as described herein, the City shall:

1. from March 1st through September 30th, provide adequate Police Department (SABPD) personnel and resources necessary to enforce applicable local, state and federal policies, rules, regulations, directives, ordinances and laws governing beaches situated within the City's municipal boundaries (Beaches), including but not limited to the County's Beach Code, Habitat Conservation Plan (HCP) and Incidental Take Permit No. TE091980-0 (ITP), as amended respectively;
2. coordinate with the County's Beach Services Division staff to provide logistical and administrative support for law enforcement activities on or at the Beaches and at all Beach facilities;
3. coordinate with the County's Beach Services Division staff to identify and provide any additional law enforcement resources needed during special events, emergencies and weather events on or at the Beaches;
4. provide to the County a daily accounting of all violations of the beach driving rules and regulations on or at the Beaches; and
5. by no later than September 30th, provide to the County an annual report of efforts taken to enforce the County's HCP and ITP on or at the Beaches.

Section 3. Duration, Extension and Termination

This Agreement shall be effective beginning on May 18, 2021 (Effective Date), and shall continue through and until September 30, 2026 (Expiration Date), unless extended or earlier terminated by the parties

- A. The duration of this Agreement may be extended upon mutual, written consent by the County and the City. Such consent shall be in the form of an amendment to this Agreement, and shall be executed by duly authorized representatives of each respective party.
- B. This Agreement may be terminated by either the County or the City upon no less than 30 days prior notice to the other party. Such notice shall be in writing and shall include the effective date of termination

Section 4. Understanding of the Parties

This Agreement contains the entire understanding between the County and the City regarding performance of their respective duties and obligations described herein.

Section 5. Amendment

This Agreement shall not be amended, revised or otherwise modified in any manner, except by written instrument, properly executed by duly authorized representatives of each respective party.

Section 6. Headings

The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement.

Section 7. Execution in Counterparts

This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement.

Section 8. Authority to Execute

Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the undersigned.

Section 9. Filing

A certified copy of this Agreement, and any amendments hereto, shall be filed with the St. Johns County Clerk of Court and with the Clerk for the City of St. Augustine, Florida.

IN WITNESS WHEREOF, the County and the City have caused these this Agreement to be executed by their duly authorized officials on the dates set forth below.

ST. JOHNS COUNTY, FLORIDA

CITY OF ST. AUGUSTINE BEACH

By: [Signature]
Hunter S. Conrad, County Administrator

By: [Signature]
Max Royle, City Manager

Date: 5/21/21

Date: 5/26/21

LEGALLY SUFFICIENT

Name: [Signature]
Date: 5/20/21

Beach Patrol

<u>Weekly Assignment</u>	<u>Regular</u>	<u># Pay Periods</u>	<u>Total</u>	<u>Hourly</u>	<u>Wages</u>	<u>FICA</u>	<u>W/C</u>	<u>FRS</u>	<u>Total</u>
		<u>Mar-Sept</u>	<u>Hours</u>	<u>Rate</u>					
Kelly	84	14	1176	\$27.98	\$32,905.42	\$2,517.26	\$3,514.30	\$8,045.38	\$46,982.36
Green	84	14	1176	\$20.48	\$24,085.54	\$1,842.54	\$2,572.34	\$5,888.91	\$34,389.33
Total Weekly Beach Patrol									\$81,371.69

		Total	Hourly						
<u>Holiday Coverage</u>	<u>Overtime</u>	<u>Hours</u>	<u>Rate</u>	<u>Wages</u>	<u>FICA</u>	<u>W/C</u>	<u>FR\$</u>	<u>Total</u>	
May (3 @ 8 hours)	32	32	\$35.59	\$1,138.74	\$87.11	\$121.62	\$278.42	\$1,625.89	
July (4 @ 8 hours)	40	40	\$35.59	\$1,423.42	\$108.89	\$152.02	\$348.03	\$2,032.36	
Sept (4 @ 8 hours)	40	40	\$35.59	\$1,423.42	\$108.89	\$152.02	\$348.03	<u>\$2,032.36</u>	
Total Holiday Coverage									\$5,690.61

<u>High Intensity</u>	<u>Overtime</u>	<u># Weeks</u>	<u>Total</u>	<u>Hourly</u>	<u>Wages</u>	<u>FICA</u>	<u>W/C</u>	<u>FRS</u>	<u>Total</u>
			<u>Hours</u>	<u>Rate</u>					
March - Sat/Sun	16	3	48	\$35.59	\$1,708.10	\$130.67	\$182.43	\$417.63	\$2,438.83
April - Sat/Sun	16	4	64	\$35.59	\$2,277.47	\$174.23	\$243.23	\$556.84	\$3,251.77
May - Sat/Sun	16	5	80	\$35.59	\$2,846.84	\$217.78	\$304.04	\$696.05	\$4,064.72
June - Sat/Sun	16	4	64	\$35.59	\$2,277.47	\$174.23	\$243.23	\$556.84	\$3,251.77
July - Sat/Sun	16	5	80	\$35.59	\$2,846.84	\$217.78	\$304.04	\$696.05	\$4,064.72
August - Sat/Sun	16	4	64	\$35.59	\$2,277.47	\$174.23	\$243.23	\$556.84	\$3,251.77
September - Sat/Sun	16	1	16	\$35.59	\$569.37	\$43.56	\$60.81	\$139.21	\$812.94
Total High Intensity									\$21,136.53

Total Labor Beach Patrol/High Intensity **\$108,199.83**

<u>Mileage</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Estimate</u>	<u>Price Per</u>	
				<u>2021</u>	<u>Mile</u>	
March	783	808.8	597	729.60	\$0.58	\$419.52
April	1259	672.8	665.1	1,298.45	\$0.58	\$746.61
May	1662	682.8	570.8	1,457.80	\$0.58	\$838.24
June	1532	681	628	1,420.50	\$0.58	\$816.79
July	1602	897	765	1,632.00	\$0.58	\$938.40
August	1733	854	710	1,648.50	\$0.58	\$947.89
September	403	309	284	498.00	\$0.58	\$286.35
Total Mileage						\$4,993.79

ESTIMATED BILLING FOR BEACH PATROL/HIGH INTENSITY FY 21 **\$113,192.62**

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: July 25, 2023

SUBJECT: Expiration of Natural Gas Franchise Agreement: Request by TECO Peoples Gas System to Renew

INTRODUCTION

In October 2008, the City Commission approved Ordinance 08-27 that adopted a 15-year natural gas franchise agreement with TECO. In early July 2023, the City was informed by TECO that the 15-year natural gas franchise agreement will expire and that TECO wants to renew it. The City Attorney has reviewed the proposed agreement and opined that it appears legally sufficient and therefore can be executed.

The Finance Director says that in recent fiscal years, TECO has paid the following to the City for its franchise fee:

FY 20:	\$2,058.94
FY 21:	\$2,582.49
FY 22:	\$3,096.82
FY 23 (to date):	\$2,149.35

ATTACHMENTS

Attached for your review is the following information:

- a. Page 1, an email from Mr. Jason Roth of TECO Peoples Gas, requesting that the franchise agreement be renewed.
- b. Pages 2-3, the minutes of that part of the September 8, 2008, and October 6, 2008, meetings when the Commission approved the original franchise agreement.
- c. Pages 4-10, Ordinance 08-27, the original agreement.
- d. Pages 11-20, an ordinance adopting the proposed new agreement.

CHANGES BETWEEN ORIGINAL AGREEMENT AND PROPOSED AGREEMENT

A section-by-section comparison of the original with the proposed agreement shows the following changes. Words in capital letters pertain to changes in the new agreement.

- Section 1, Definitions. The original agreement states: "'Company' shall mean People's Gas System, a division of Tampa Electric, a Florida corporation, its successors and assigns."

THE PROPOSED AGREEMENT STATES: "'COMPANY' SHALL MEAN PEOPLES GAS SYSTEM, INC., A FLORIDA CORPORATION, ITS SUCCESSORS AND ASSIGNS."

- Section 6, Use of Streets. The original agreement states: "The Distribution System shall be erected, placed, or laid in such a manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. (WORDING ADDED HERE IN THE PROPOSED AGREEMENT: "IN CONSIDERATION OF THE FRANCHISE FEE CONTEMPLATED IN THIS FRANCHISE AGREEMENT, THE CITY SHALL NOT CHARGE THE COMPANY ANY FEES FOR THE ISSUANCE OF SUCH PERMITS.") The Company shall, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, with ten (10) days of written notice from the City to restore such Rights-of-way, then the City may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company."

Original Agreement: "To the extent consistent with Florida law, the company hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the City or its duly authorized representative has passed established, or will establish, in the exercise of its police power; provided, however, that the City shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement."

PROPOSED AGREEMENT: "TO THE EXTENT CONSISTENT WITH FLORIDA LAW, THE COMPANY HEREBY AGREES TO ABIDE BY ALL THE RULES AND REGULATIONS WHICH THE CITY HAS PASSED OR MIGHT PASS IN THE FUTURE, IN THE EXERCISE OF ITS POLICE POWER, PROVIDED, HOWEVER, THAT THE CITY SHALL NOT PASS ANY ORDINANCE OR REGULATION THAT RESULTS IN A MATERIAL CHANGE TO THE RIGHTS OR OBLIGATIONS OF THE COMPANY UNDER THE FRANCHISE AGREEMENT."

- Section 10, Franchise Fee: "Subject to Section 11 below, within thirty (30) days after the close of the first billing period following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the City, or its successors, a sum of money which, when added to the amount of all taxes, licenses, permits, or other impositions levied or assessed by the City and actually paid by the Company, is equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to customers within the corporate limits of the City. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding bill month."

PROPOSED AGREEMENT: The following words in caps have been deleted: "...a sum of money WHICH, WHEN ADDED TO THE AMOUNT OF ALL TAXES, LICENSES, PERMITS, OR OTHER IMPOSITIONS LEVIED OR ASSESSED BY THE CITY AND ACTUALLY PAID BY THE COMPANY..." is equal to six percent (6%) ...

- Section 13, Insurance: "During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance within the corporate limits of the City, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of \$1,000,000 for injury or death to any one person, and in the minimum sum of \$5,000,000 for injury or death to all persons where there is more than one person involved in any one INCIDENT OR accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Ordinance FRANCHISE AGREEMENT. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance."

"Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the clerk of the City, in writing, at least thirty (30) days before any material alteration, modification, or cancellation of such policy is to become effective."

PROPOSED AGREEMENT: The above paragraph has been replaced by "COMPANY SHALL NOTIFY THE CLERK OF THE CITY IN WRITING, PROMPTLY UPON ANY MATERIAL ALTERATION, MODIFICATION, OR CANCELLATION OF SUCH POLICY IS TO BECOME EFFECTIVE."

- Section 14, Indemnification: The language for this section in both the current as well as the proposed agreement is the same except for the last sentence, which in the current agreement (page 9) reads: "Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company." THIS SENTENCE IS NOT IN THE PROPOSED AGREEMENT. –

- Section 15, Termination by City: The language of the original agreement is as follows with the change in the proposed agreement shown by letters in caps: "Violations by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement; provided however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action by the City with respect thereto, and the Company shall have had a period of sixty (60) days after service BY CERTIFIED U.S. MAIL OF SUCH NOTICE, or, in the event such cure reasonably requires a period of more than sixty (60) days, THEN sixty (60) to present a plan reasonably satisfactory to the City, to the effect such cure; and provided further that any violation or default resulting from a strike, lockout, act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination."

FEATURES OF THE PROPOSED AGREEMENT

- a. Term: In Section 3 of the proposed agreement, TECO would like a 30-year term. In 2008, it asked for a 30-year term but agreed to a 15-year term.
- b. Insurance: In Section 13 of the proposed agreement, TECO has \$1,000,000 as the minimum sum for injury or death to one person. The City Manager checked with the City's liability insurer, the Florida Municipal Insurance Trust. Its representative suggested \$2,000,000 as the minimum sum and expressed surprise that a company as large as Peoples would have only a \$1,000,000 minimum.

ACTION REQUESTED

It is that you discuss the proposed franchise agreement with TECO representatives, who have been invited to your meeting. You will need to decide whether to agree to a 30-year term and whether to require that the minimum insurance coverage for an injury or death of a person be increased to \$2,000,000.

If you agree to renew the franchise agreement, then you can pass the ordinance on first reading. Its number will be 23-06.

Max Royle

From: Roth, Jason D. <JDRoth@tecoenergy.com>
Sent: Monday, July 10, 2023 2:00 PM
To: Max Royle
Subject: Natural Gas Franchise Agreement | TECO Peoples Gas + St. Augustine Beach
Attachments: St. Augustine Beach - Proposed Franchise July 2023.docx

CAUTION: This message originated from outside of your organization. Clicking on any link or opening any attachment may be harmful to your computer or the City. If you do not recognize the sender or expect the email, please verify the email address and any attachments before opening. If you have any questions or concerns about the content, please contact IT staff at IT@cityofsab.org.

Good Afternoon Mr. Royle –

I'm reaching out in advance of the expiration of our current natural gas distribution franchise agreement, which is set to expire in October. I wanted to get a proposed agreement in your hands as soon as possible so that we could avoid any lapse.

Attached is our standard agreement. It largely tracks with what we have in place now, but may include some minor changes so as to align with our contemporary standards of practice. The most notable change would be proposed term of 30 years instead of the current 15.

If you or a designate could please give me a call at (904) 401-0010 to discuss at the earliest convenience, we'd be most appreciated.

Thank you,

Jason

Jason Roth
Regional Manager, External Affairs

TECO Peoples Gas
O: [\(904\) 739-4878](tel:9047394878)
C: [\(904\) 401-0010](tel:9044010010)
E: JDRoth@TECOEnergy.com



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2. Ordinance 08 - 27, Public Hearing and Final Reading: to Adopt Natural Gas Franchise Agreement

Mr. Dobson read the ordinance by title only. There was no public comment.

Motion: to approve Ordinance 08 2-7, **Moved by** Commissioner Frank Charles, **Seconded by** Commissioner Edward George.

Vote: Motion carried by unanimous voice vote (summary: Yes = 5).

Yes: Commissioner Don Terrill, Commissioner Edward George, Commissioner Frank Charles, Mayor Rich O'Brien, Vice Mayor Brud Helhoski.

G. Review of Proposed Natural Gas Franchise Ordinance with Ms. Tanya Juarez, Peoples Gas Attorney

Ms. Juarez explained the proposed route for the pipeline and said it should be completed by January 2009.

Mayor O'Brien noted that a 30-year franchise was requested, but that staff had suggested 15 years. Ms. Juarez said that in the past, 30 years was the norm, but in recent years, this has varied from 10 to 30 years.

The consensus was to approve a 15-year franchise with a 6% franchise fee. It was also agreed to remove the section regarding provision of other forms of fuel.

Motion: to approve Ordinance 08 - 27 on first reading. , **Moved by** Commissioner Edward George, **Seconded by** Vice Mayor Brud Helhoski.

Vote: Motion carried by unanimous voice vote (summary: Yes = 4).

Yes: Commissioner Don Terrill, Commissioner Edward George, Mayor Rich O'Brien, Vice Mayor Brud Helhoski.

Ms. Upchurch read Ordinance 08 2-7 by title only.

ORDINANCE 08-27

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Peoples Gas System and the City of St. Augustine Beach desire to enter into a franchise agreement for a period of fifteen (15) years commencing from the date provided herein; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST AUGUSTINE BEACH, FLORIDA, THAT:

SECTION 1: DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the City.
- B. "City" shall mean the City of St. Augustine Beach, St. Johns County, Florida, its successor and assigns.
- C. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.
- D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.
- E. "Effective Date" shall mean the date this Franchise becomes Effective as described in Section 19 below.

- F. "Franchise" or "Franchise Agreement" shall mean this agreement, as passed and adopted by the City and accepted by the Company, as provided in Section 19 below.
- G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.
- I. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.
- J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premise. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place or other right-of-way that is owned by the City.

SECTION 2: GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with, the City, a Distribution System subject to the terms and conditions herein contained.

SECTION 3: TERM

Except as provided in Section 15, the Franchise hereby granted shall be for a period of fifteen (15) years from the effective date of this ordinance.

SECTION 4: ASSIGNMENT

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

SECTION 5: CITY COVENANT

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

SECTION 6: USE OF STREETS

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Rights-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue, or if applicable deny, permits within ten (10) business days of application by the Company. The Company shall, with due diligence and dispatch, place such Rights-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Rights-of-way, then the City may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, and further agrees to abide by any established policy which the City or its duly authorized representative has passed, established, or will establish, in the exercise of its police power; provided, however, that the City shall not pass any ordinance or regulation that results in a material change in the rights or obligations of the Company under the Franchise Agreement.

SECTION 7: MAINTENANCE

All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 8: LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits.

SECTION 9: CONSTRUCTION WORK

The City reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the City to remove, relocate or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System, to enable any other Person to use said Rights-of-way of the City, as part of its permitting or approval process, the City shall require the Person desiring or occasioning such removal, relocation, disconnection or alteration to reimburse the Company for any loss, cost or expense caused by or arising out of such removal, relocation, disconnection or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said City unless it has received specific permission from the City or its duly authorized representative.

SECTION 10: FRANCHISE FEE

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the effective date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors or assigns, shall pay to the City, or its successors, a sum of money which, when added to the amount of all taxes, licenses, permits, or other impositions levied or assessed by the City and actually paid by Company, is equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the City. The franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 11: IDENTIFICATION OF CITY RESIDENTS

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation or consolidation, or upon the Company's

request. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section 11.

SECTION 12. ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 13: INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the City, as they currently exist or may exist in the future. Each such policy shall be in the minimum sum of \$1,000,000.00 for injury or death to any one person, and in the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one accident, and in the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Ordinance. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the clerk of the City, in writing, at least thirty (30) days before any material alteration, modification, or cancellation of such policy is to become effective.

SECTION 14: INDEMNIFICATION

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses and liabilities incurred by the City in connection with any such claim, suit or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; provided, however, that neither the Company nor any of its employees, agents,

contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

SECTION 15: TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, sixty (60) days to present a plan, reasonably satisfactory to the City, to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 16: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 17: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City or any other governmental or regulatory body, of a law, rule, regulation or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 18: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

SECTION 19: EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption hereof

PASSED by the City Commission of the City of St. Augustine Beach, Florida upon second reading this 6th day of October, 2008.

CITY COMMISSION OF THE CITY OF
ST AUGUSTINE BEACH, FLORIDA

BY: [Signature]
Mayor - Commissioner

ATTEST: [Signature]
City Manager

First Reading: September 8, 2008

Second Reading: October 6, 2008

APPROVED AS TO FORM AND CORRECTNESS

[Signature]

PEOPLES GAS SYSTEM, A DIVISION OF
TAMPA ELECTRIC COMPANY

By: [Signature]
Title: President

NATURAL GAS
FRANCHISE AGREEMENT
ORDINANCE NO. _____

AN ORDINANCE GRANTING TO PEOPLES GAS SYSTEM, INC., ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING AN EFFECTIVE DATE; AND REPEALING PRIOR ORDINANCE.

WHEREAS, Peoples Gas System and the City of St. Augustine Beach desire to enter into a franchise agreement for a period of thirty (30) years commencing from the date provided herein; and

WHEREAS, the City Commission finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, THAT:

SECTION 1: DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meanings given herein.

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the City.
- B. "City" shall mean the City of St. Augustine Beach, St. Johns County, Florida, its successors and assigns.
- C. "Company" shall mean Peoples Gas System, Inc., a Florida corporation, its successors and assigns.
- D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes,

- meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the City.
- E. "Effective Date" shall mean the date this Franchise becomes effective as described in Section 19 below.
- F. "Franchise" or "Franchise Agreement" shall mean this agreement as passed and adopted by the City and accepted by the Company as provided in Section 19 below.
- G. "FPSC" shall mean the Florida Public Service Commission or any successor agency.
- H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public Service Commission) received by the Company from any Customer from the sale of Gas.
- I. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas and/or a mixture of gases which is distributed in pipes and measured by meter on the Customer's premises. It shall not mean propane gas or liquefied petroleum gas (commonly referred to as "bottled gas").
- J. "Person" shall mean any individual, firm, partnership, estate, corporation, company or other entity, including, but not limited to, any government entity.
- K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard, alley, waterway, bridge, easement, public place, or other right-of-way that is owned by the City.

SECTION 2: GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with the City, a Distribution System subject to the terms and conditions herein contained.

SECTION 3: TERM

Except as provided in Section 15, the Franchise hereby granted shall be for a period of thirty (30) years from the Effective Date of this ordinance.

SECTION 4: ASSIGNMENT

A. The Franchise hereby granted shall not be leased, assigned or otherwise alienated or disposed of except with the prior express written consent of the City, which shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without the assignee assuming the terms of the Franchise Agreement with the City.

B. Notwithstanding the foregoing, the Company may, without the consent of the City, lease, assign or otherwise alienate and transfer this Franchise in connection with the lease or sale of the Distribution System or upon its merger or consolidation with, or transfer to, a corporation engaged in similar business (including an affiliate or subsidiary of the Company), or pledge or mortgage of such Franchise in connection with the physical property owned and used by it in the operation of the Distribution System for the purpose of securing payment of monies borrowed by the Company.

SECTION 5: CITY COVENANT

As a further consideration for this Franchise Agreement, the City covenants and agrees that it will not, during the term of this Franchise Agreement or any extension thereof, engage in the business of distributing or selling Natural Gas within the corporate limits of the City, as modified, during the term of this Franchise Agreement.

SECTION 6: USE OF STREETS

The Distribution System shall be erected, placed, or laid in such manner as will, consistent with necessity, least interfere with other public uses of the Rights-of-way, and said Right-of-way shall not be unnecessarily obstructed, and before, except in an emergency situation, the Company

makes any excavation or disturbs the surface of any of the Rights-of-way, it shall make application for a permit to the appropriate City authority. The City shall issue or, if applicable, deny permits within ten (10) business days of application by the Company. In consideration of the franchise fees contemplated in this Franchise Agreement, the City shall not charge the Company any fees for the issuance of such permits. The Company shall, with due diligence and dispatch, place such Right-of-way in as good a condition as before such excavation or disturbance was made; provided, however, that should the Company fail, within ten (10) days of its receipt of written notice from the City, to restore such Right-of-way, then the City may undertake such restoration (other than any restoration work on the Distribution System) and charge the reasonable cost thereof to the Company.

To the extent consistent with Florida law, the Company hereby agrees to abide by all the rules and regulations and ordinances which the City has passed or might pass in the future, in the exercise of its police power, provided, however, that the City shall not pass any ordinance or regulation that results in a material change to the rights or obligations of the Company under the Franchise Agreement.

SECTION 7: MAINTENANCE

All such components of the Distribution System of the Company located within the City shall be installed and maintained in accordance with accepted good practice and in accordance with the orders, rules, and regulations of the Florida Public Service Commission.

SECTION 8: LAYING OF PIPE

All components of the Distribution System shall be laid consistent with all applicable codes, rules, regulations and laws, including, to the extent consistent with all applicable codes, rules, regulations and laws, specifications contained in City permits.

SECTION 9: CONSTRUCTION WORK

The City reserves the right to permit to be laid electric conduits, water and gas pipes and lines, cables, sewers, and to do and permit to be done any underground work that may be deemed necessary or proper by the City in, across, along, or under any Right-of-way. Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-of-way, or by reason of the widening, grading, paving, or otherwise improving present or future Rights-of-way, or in the location or manner of construction of any water pipes, electric conduits, sewers, or other underground structure located within the Rights-of-way, it shall be deemed necessary by the City to remove, relocate, or disconnect any portion of the Distribution System of the Company hereto for such public purpose, such removal, relocation, or disconnection shall be made by the Company as ordered in writing by the City without claim for reimbursement. If the City shall require the Company to remove, relocate, or disconnect any portion of its Distribution System or in any way to alter the placement or location of the Distribution System to enable any other Person to use said Rights-of-way of the City, as part of its permitting or approval process, the City shall require the Person desiring or occasioning such removal, relocation, disconnection, or alteration to reimburse the Company for any loss, cost, or expense caused by or arising out of such removal, relocation, disconnection, or alteration of any portion of the Distribution System. The Company further agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or sewers of said City unless it has received specific permission from the City or its duly authorized representative.

SECTION 10: FRANCHISE FEE

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the Effective Date of this Franchise Agreement, and each month thereafter during

the term of this Franchise Agreement, the Company, its successors, or assigns, shall pay to the City or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the City. The Franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 11: IDENTIFICATION OF CITY RESIDENTS

No less than thirty (30) days prior to the Effective Date, the City shall deliver to the Company such information (including City limit streets and block numbers) as is needed by the Company to determine which of its customer are located within the City limits. The City shall also provide such information no less than thirty (30) days prior to the effectiveness of any change in said limits, whether by addition, annexation, or consolidation, or upon the Company's request. The Company shall be relieved of any obligation to pay franchise fees to the extent the City has failed to provide information in accordance with this Section 11.

SECTION 12: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records

only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 13: INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the City as they currently exist or may exist in the future. Each such policy shall provide for the minimum sum of \$1,000,000.00 for injury or death to any one person, and for the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one incident or accident, and for the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Franchise Agreement. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Company shall notify the Clerk of the City in writing, promptly upon any material alteration, modification, or cancellation of such policy is to become effective.

SECTION 14: INDEMNIFICATION:

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to

do work herein required, and including all reasonable costs, attorney's fees, expenses, and liabilities incurred by the City in connection with any such claim, suit, or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; **provided, however,** that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement.

SECTION 15: TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the City to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 16: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the City and the Company.

SECTION 17: SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Franchise Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid results in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the City, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively does away with the ability of a municipality to grant a franchise altogether, then the Company or City may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

SECTION 18: GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

SECTION 19: EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the City's passage and adoption hereof.

PASSED AND CERTIFIED AS TO PASSAGE this ____ day of _____, 2023.

By: _____
Name:
Title: Mayor

ATTEST: _____
Name:
Title: CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

Accepted this ____ day of _____, A.D. 2023


PEOPLES GAS SYSTEM, INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: July 25, 2023

SUBJECT: Contract with City Manager: Continuation of Discussion

At your July 10th meeting, you discussed having a two-year contract with the current City Manager and asked that his past contracts be provided to you. Attached are the following:

- a. Pages 1-2, the minutes of that part of your July 10th meeting when you discussed a contract.
- b. Pages 3-6, the first contract in 1989 that the current City Manager had with the City.
- c. Pages 7-8, the first addendum in 1990 to the original contract.
- d. Pages 9-10, the second addendum in 1991 to the original contract.
- e. Pages 11-14, the third addendum in 1994 to the original contract.
- f. Pages 15-16, the fourth addendum in 2000 to the original contract.

ACTION REQUESTED

It is that you continue your discussion of a two-year contract with the current City Manager.

Excerpt from the minutes of the July 10, 2023, regular Commission meeting

9. Succession Planning: Consideration of Process for City Manager's Position (Presenter: Max Royle, City Manager)

...

City Manager Royle asked to discuss the contract portion of this agenda item. Vice Mayor Rumrell said that historically cities/counties have contracts with their city manager/administrator and as we move forward that this, it would be smart to implement something now because he believed that the next city manager is going to want a contract. He said that there could be five new commissioners next year, all five could want the current City Manager to leave, and all they need is a 4-1 vote. He said that there should be a contract for the protection of a city manager and also to attract city managers that would probably be looking for a contract.

Commissioner Sweeny asked if other employees have contracts. City Manager Royle said no and neither does the Police Chief. Mayor Samora asked if a Charter change would be needed to do this. City Manager Royle said no. City Clerk Fitzgerald advised that the City Manager had a contract a while back. City Manager Royle advised that it was when Commissioner Frank Charles was the Mayor, which started as a one-year contract, then a two-year, etc. then it stopped. Vice Mayor Rumrell said that he is not married to just a one-year contract but that he wanted to get it on the record that we should have a contract in place. Commissioner George agreed. Commissioner Morgan suggested a two-year contract because it may be hard to attract a new city manager to move here for just a one-year contract and it would give the Commission time to prepare if needed. The Commission agreed. Commissioner George said that the point is to just have something and that the term would need to be reasonable for what the normal standards would be. Commissioner Sweeny said that whatever we determine at this time does not have to be what the contract term is for a new person. Commissioner Morgan said that a one-years contract is a hard sell for someone that is coming from far away. Commissioner George said that the term could be negotiated so that when the time comes, we would not be starting from scratch.

Mayor Samora asked if it should be a fiscal year contract. City Manager Royle advised that terminating the city manager during the time of the City budget is not desirable and that a calendar year contract would be better, and he asked if the City Attorney should draft the terminology. Mayor Samora said that he did not realize that there were previous contracts that we could review, and he asked the City Attorney if there was anything that the Commission should address in the contract. Vice Mayor Rumrell said that he would like to see the previous contracts to see whether annual evaluations were part of those contracts. City Clerk Fitzgerald said that it had been a while since she reviewed the contract records, and she asked how far back the Commission wanted to see. Vice Mayor Rumrell said that he is okay with seeing the last three contracts. Commissioner George said that she knows what should not be included in our contract after reviewing the County's.

Mayor Samora asked the City Manager if there was anything that he would like to see in the contract. City Manager Royle advised that even though the contract would have a term, he would not give up any vested rights that he has under the City Charter. Commissioner George asked if he meant the super majority. City Manager Royle said yes. Commissioner George said that that would be up to the Commission and upon adoption of the contract that we could terminate that and start fresh. City Manager Royle said that there is also a provision in the Charter that his pay cannot be reduced as part of a general pay reduction for all employees.

Excerpt from the minutes of the July 10, 2023, regular Commission meeting

Commissioner Sweeny asked how the 4-1 vote got added to the Charter. City Manager Royle said that the Mayor at that time, Frank Charles, added the super majority vote. Commissioner Sweeny said that it is odd to have a provision written like that for one position. City Manager Royle said that initially in 2004 it was approved by the voters and in 2014 they added it because I had a vested right. Commissioner George advised that it was not in 2014, it was before she was on the Commission. She said that according to her husband, who was on the Commission with then Mayor Frank Charles, the draft Charter language had gone through multiple iterations and at the very last meeting the Mayor said; "let's just add in the super majority vote." She said that no one really objected, the public view periods had already lapsed, and that City Manager Royle has done a good job for us. City Manager Royle said that the voters did approve it and they approved the changes. Commissioner George said that there was a whole other set of Charter reviews in 2014, which did not touch any of that.

City Manager Royle advised that a Charter Review is coming up starting this year and the Commission would need to consider who they want to be on the Charter Review Committee, whether there should be an outside consultant again, etc.

Commissioner Sweeny asked if the League of Cities does searches for city managers. City Manager Royle advised that there is a group called "Range Riders", not affiliated with the League, and they are a group of retired managers, which he believed helped find the Flagler Beach manager several years ago that has since been fired. He said that the City of St. Augustine for years has appointed from within without a nationwide search.

Mayor Samora opened Public Comment. Being none, he closed Public Comment.

Mayor Samora said that the City Clerk would provide the prior contracts and that we would also need to get with the City Attorney to produce something. He asked if it could be brought back and put on the agenda for next month. City Manager Royle said yes, and he asked if the term would be one or two years. The Commission said two years.

Mayor Samora moved on to Item XIV.

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is made and entered into this 10TH day of AUGUST, 1989, by and between the CITY OF ST. AUGUSTINE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY", and B. MAX ROYLE, hereinafter referred to as "EMPLOYEE", who do hereby agree one with another as follows:

WHEREAS, it is the desire of the City Commission and B. MAX ROYLE, to enumerate the benefits and conditions of employment of said B. MAX ROYLE.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other valuable considerations, the sufficiency of which are hereby acknowledged by the parties hereto, the CITY and EMPLOYEE do hereby agree as follows:

SECTION 1. DUTIES.

CITY agrees to employ B. MAX ROYLE as the City Manager of the City of St. Augustine Beach to perform all duties and responsibilities as provided in the City Charter, City Code, Ordinances, Personnel Manual, and Resolutions of the CITY, as now existing or hereafter amended or enacted. Said EMPLOYEE shall also perform such other legally permissible and reasonable duties and tasks as the City Commission, the Mayor, or the City Commissioners shall from time to time assign.

SECTION 2. TERM OF EMPLOYMENT.

(a) The term of this Contract shall be for a period of one (1) year, commencing on the 24TH day of JULY, 1989, and expiring on the 24TH day of JULY, 1990.

(b) CITY may, at the sole discretion of the City Commission, elect to extend the term of employment of EMPLOYEE beyond the aforesaid one (1) year term. In the event CITY elects to do so, the term of this Contract may be extended for such additional time period and on such other conditions as the CITY and EMPLOYEE may mutually agree upon. The parties acknowledge that it is contemplated that should the term of employment be extended by mutual agreement, the employee's vacation benefits

shall be increased after expiration of the term hereof to four (4) weeks per year, and the employee shall serve at the pleasure of the City Commission.

(c) If the CITY does not elect to extend the term of employment prior to its expiration date as stated above, then the employment of the EMPLOYEE shall terminate on said expiration date.

SECTION 3. EARLY TERMINATION.

(a) CITY may terminate the EMPLOYEE prior to the expiration of the term of employment on account of a breach of any term or provision of this Contract, or commission by the EMPLOYEE of any act of misfeasance, malfeasance, neglect of duty, or conduct unbecoming a public employee, or any violation of the rules and provisions of the City Personnel Manual as now existing or hereafter amended.

(b) CITY may terminate the EMPLOYEE prior to the expiration of the term of employment if the EMPLOYEE shall be incapacitated by illness or any other cause from performing the duties of employment for a period, or aggregate of periods, in excess of thirty (30) days during the term of his employment.

(c) If the EMPLOYEE dies, this Contract shall automatically terminate on the date of death.

(d) Upon termination of employment under this Section 3, the obligations arising out of this Contract shall cease except that CITY shall pay the EMPLOYEE for compensation and benefits earned prior to the date of termination of this Contract.

SECTION 4. COMPENSATION.

CITY agrees to pay EMPLOYEE for his services rendered pursuant hereto a salary of THREE THOUSAND TWO HUNDRED AND FIFTY AND NO/100THS (\$3,250.00) DOLLARS per month, payable in installments at the same time as other employees of the CITY are paid.

SECTION 5. HOURS OF WORK.

EMPLOYEE will dedicate no less than an average of 40 hours per week in the performance of his duties as City Manager and in

addition thereto attend all meetings and workshops of the City Commission.

SECTION 6. VACATION AND SICK LEAVE.

EMPLOYEE shall accumulate and utilize vacation and sick leave benefits in the same manner as other employees of the CITY in accordance with the provisions of the Personnel Manual, provided however employee shall be entitled to accrue three (3) weeks vacation time during the one (1) year term hereof. The dates on which vacation time is used must be approved in advance by the Mayor or the City Commission.

SECTION 7. HEALTH AND LIFE INSURANCE.

CITY agrees to provide health and life insurance for EMPLOYEE in the same manner and in accordance with the provisions of the group insurance policies applicable to other CITY employees.

SECTION 8. OUTSIDE EMPLOYMENT.

EMPLOYEE agrees to remain in the exclusive employ of CITY during the term of his employment and not to become employed by any other employer.

SECTION 9. PERFORMANCE REVIEW.

Any member of the City Commission may review the performance of the EMPLOYEE during the term of employment.

SECTION 10. RETIREMENT PROGRAM.

CITY shall contribute a sum equal to that required under the State of Florida Retirement System for retirement benefits for the EMPLOYEE in the same manner as for other CITY employees.

SECTION 11. CAR ALLOWANCE.

CITY agrees to compensate EMPLOYEE for mileage incurred by EMPLOYEE in the use of EMPLOYEE'S personal vehicle in the course of his official duties (but not to and from his home and work), in the amount of EIGHTY THREE AND 33/100THS (\$83.33) DOLLARS per month during the term hereof. Any expense incurred by EMPLOYEE in excess of said mileage allowance shall be borne at the sole expense of EMPLOYEE.

SECTION 12. GENERAL PROVISIONS.

(a) This Contract constitutes the entire agreement between the parties, and shall be binding upon and inure to the benefit of the CITY and EMPLOYEE, his heirs and successors.

(b) This Contract shall be effective upon the 24TH day of JULY, 1989.

(c) All agreements, understandings, or expectations regarding employment, between CITY and EMPLOYEE, either written or verbal, express or implied, in respect to his employment and made prior to the date hereof, are hereby cancelled and annulled.

(d) In the event of any litigation arising under this Contract, the prevailing party shall be entitled to recover from the losing party all attorneys fees and court costs incurred by the prevailing party in connection with such litigation.

(e) This Contract may only be modified or extended by an agreement in writing signed by the Mayor upon prior approval by the City Commission, and by the EMPLOYEE.

THIS EMPLOYMENT CONTRACT IS EXECUTED ON BEHALF OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH ON THIS 10TH DAY OF AUGUST, 1989.

CITY OF ST. AUGUSTINE BEACH

BY: J. H. Pete Jackson

MAYOR-COMMISSIONER

ATTEST:

[Signature]
City Manager

THIS EMPLOYMENT CONTRACT IS EXECUTED BY B. MAX ROYLE, AS EMPLOYEE, THIS 10th DAY OF AUGUST, 1989.

Eddie Rushing
Witness

B. Max Royle
B. MAX ROYLE

[Signature]
Witness

ADDENDUM TO EMPLOYMENT CONTRACT

THIS ADDENDUM TO EMPLOYMENT CONTRACT is made and entered into this 16th day of July, 1990, by and between the CITY OF ST. AUGUSTINE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY", and B. MAX ROYLE, hereinafter referred to as "EMPLOYEE", who do hereby agree one with another as follows:

WHEREAS, it is the desire of the CITY COMMISSION and B. MAX ROYLE, to extend the term of employment of said B. MAX ROYLE as hereafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other valuable considerations, this sufficiency of which are hereby acknowledged by the parties hereto, the CITY and EMPLOYEE do hereby agree as follows:

1. Paragraph (a) of Section 2 of the Employment Contract is amended to read as follows:

"The term of employment of B. MAX ROYLE shall be from July 24, 1990, to September 30, 1991."

2. Section 4 of the Employment Contract is amended to read as follows:

"Commencing July 24, 1990, the CITY agrees to pay EMPLOYEE for his services a salary of \$3,583.33 per month, payable in installments at the same time as other employees of the CITY are paid."

3. Section 6 of the Employment Contract is amended to read as follows:

"Commencing July 24, 1990, EMPLOYEE shall accumulate and utilize vacation and sick leave benefits in the same manner as other employees of the CITY in accordance with the provisions of the Personnel Manual, provided however EMPLOYEE shall be entitled to accrue four (4) weeks vacation time per annum. The dates on which vacation time is used must be approved in advance by the Mayor or the City Commission."

4. Paragraphs (a) and (b) of Section 3 of the Employment Contract are hereby amended to read as follows:

"The EMPLOYEE shall serve at the pleasure of the City Commission."

5. This Addendum to Employment Contract shall become effective on July 24, 1990. Except as herein modified, the Employment Contract dated August 10, 1989, shall remain in

full force and effect.

THIS ADDENDUM TO EMPLOYMENT CONTRACT IS EXECUTED ON BEHALF
OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH ON THIS
16th DAY OF JULY, 1990.

CITY OF ST. AUGUSTINE BEACH

BY: Ernest W. Pasella
MAYOR-COMMISSIONER

ATTEST [Signature]
City Manager

THIS ADDENDUM TO EMPLOYMENT CONTRACT IS EXECUTED BY B. MAX
ROYLE, AS EMPLOYEE, THIS ____ DAY OF JULY, 1990.

[Signature]
Witness
[Signature]
Witness

[Signature]
B. MAX ROYLE

SECOND ADDENDUM TO EMPLOYMENT CONTRACT

THIS SECOND ADDENDUM TO EMPLOYMENT CONTRACT is made and entered into this 7th day of August, 1991, by and between the CITY OF ST. AUGUSTINE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY," and B. MAX ROYLE, hereinafter referred to as "EMPLOYEE," who do hereby agree one with another as follows:

WHEREAS, it is the desire of the CITY COMMISSION and B. MAX ROYLE, to extend the term of employment of said B. MAX ROYLE as hereafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other valuable considerations, the sufficiency of which are hereby acknowledged by the parties hereto, the CITY and EMPLOYEE do hereby agree as follows:

1. Paragraph (a) of Section 2 of the Employment Contract is amended to read as follows:

"The term of employment of B. MAX ROYLE shall be from October 1, 1991 to September 30, 1994."

2. Section 4 of the Employment Contract is amended to read as follows:

"(1) For the fiscal year 1991-92, which commences on October 1, 1991, the CITY agrees to pay EMPLOYEE for his services a salary of Three Thousand Seven Hundred Ninety Eight Dollars and 33/THS (\$3,798.33) per month.

(2) For fiscal year 1992-93, which commences on October 1, 1992, the CITY agrees to pay EMPLOYEE for his services the same salary as in fiscal year 1991-92 plus a percentage increase in said salary in an amount equal to the average cost of living percentage increase in salary, if any, of other CITY employees for the 1992-93 fiscal year.

(3) For the fiscal year 1993-94, which commences on October 1, 1993, the CITY agrees to pay EMPLOYEE for his services the same salary as in fiscal year 1992-93, plus a percentage increase in said salary in an amount equal the average cost of living percentage increase in salary, if any, of other CITY employees for the 1993-94 fiscal year.

(4) The salary to be paid EMPLOYEE for each year shall be payable in installments at the same time as other employees of the CITY are paid."

3. Paragraphs 1 and 2 of this Second Addendum to Employment Contract shall become operative and take effect on October 1, 1991.

4. Except as herein modified, the Employment Contract dated August 10, 1989, and Addendum to Employment Contract dated July 16, 1990, shall remain in full force and effect.

THIS ADDENDUM EMPLOYMENT CONTRACT IS EXECUTED ON BEHALF OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH ON THIS 6th DAY OF AUGUST, 1991.

CITY OF ST. AUGUSTINE BEACH

BY: *Ernest W. Vincent*
MAYOR-COMMISSIONER

ATTEST:

[Signature]
City Manager

THIS ADDENDUM TO EMPLOYMENT CONTRACT IS EXECUTED BY B. MAX ROYLE, AS EMPLOYEE, THIS 7th DAY OF AUGUST, 1991.

[Signature]
B. MAX ROYLE

[Signature]
Witness

[Signature]
Witness

THIRD ADDENDUM TO EMPLOYMENT CONTRACT

THIS THIRD ADDENDUM TO EMPLOYMENT CONTRACT is made and entered into this 2nd day of August, 1994, by and between the CITY OF ST. AUGUSTINE BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "CITY", and B. MAX ROYLE, hereinafter referred to as "EMPLOYEE", who do hereby agree one with another as follows:

WHEREAS, it is the desire of the CITY COMMISSION and EMPLOYEE to extend the term of his employment as hereafter provided.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other valuable considerations, the sufficiency of which are hereby acknowledged by the parties hereto, the CITY and EMPLOYEE do hereby agree as follows:

1. Section 2(a) of the Employment Contract is amended to read as follows:

"The term of employment of EMPLOYEE shall be from October 1, 1994 to September 30, 2000."

2. Section 2(b) of the Employment Contract is amended to read as follows:

"CITY may, at the sole discretion of the City Commission, elect to extend the term of employment of EMPLOYEE beyond September 30, 2000. In the event CITY elects to do so, the term of this Contract may be extended for such additional time period and on such other conditions as the CITY and EMPLOYEE may mutually agree upon. The parties acknowledge that it is contemplated that should the term of employment be extended by mutual agreement, the employee's vacation benefits shall be four (4) weeks per year, and the employee shall serve at the pleasure of the City Commission."

3. Section 3(b) of the Employment Contract is amended to read as follows:

"The CITY may terminate EMPLOYEE prior to the expiration of the term of employment if the EMPLOYEE is incapacitated by illness or any other cause from performing the duties of employment for more than thirty (30) consecutive work days. Said number of days may be increased upon approval by the City Commission."

4. Section 4 of the Employment Contract is amended to read as follows:

"(1) For the fiscal year 1994-95, which commences on October 1, 1994, the CITY agrees to pay EMPLOYEE for his services a salary of Four Thousand Two Hundred Seventy-two and 61/ths (\$4,272.61) Dollars per month.

(2) For the fiscal year 1995-96, which commences on October 1, 1995, the CITY agrees to pay EMPLOYEE for his services the same salary as in fiscal year 1994-95 plus a percentage increase in said salary in an amount equal to the average cost of living percentage increase in salary, if any, of other CITY employees for the 1995-96 fiscal year.

(3) For the fiscal year 1996-97, which commences on October 1, 1996, the CITY agrees to pay EMPLOYEE for his services the same salary as in fiscal year 1995-96 plus a percentage increase in said salary in an amount equal to the average cost of living percentage increase in salary, if any, of other CITY employees for the 1996-97 fiscal year.

(4) For the fiscal year 1997-98, which commences on October 1, 1997, the CITY agrees to pay EMPLOYEE for his services the same salary as in fiscal year 1996-97 plus a percentage increase in said salary in an amount equal to the average cost of living percentage increase in salary, if any, of other CITY employees for the 1997-98 fiscal year.

(5) For the fiscal year 1998-99, which commences on October 1, 1998, the CITY agrees to pay EMPLOYEE for his services the same salary as in fiscal year 1997-98 plus a percentage increase in said salary in an amount equal to the average cost of living percentage increase in salary, if any, of other CITY employees for the 1998-99 fiscal year.

(6) For the fiscal year 1999-2000, which commences on October 1, 1999, the CITY agrees to pay EMPLOYEE for his services the same salary as in fiscal year 1998-99 plus a percentage increase in said salary in an amount equal to the

average cost of living percentage increase in salary, if any, of other CITY employees for the 1999-2000 fiscal year.

(7) The salary to be paid EMPLOYEE for each year shall be payable in installments at the same time as other employees are paid.

(8) If in any fiscal year listed in paragraphs (2) through (6) a merit pay increase is given to a majority of the department heads, then EMPLOYEE's salary shall be increased by a percentage equal to the average percentage merit pay increase received by those department heads.

(9) Ad valorem taxes are not pledged to secure payments under this Contract. The City Commission may limit the funding for payments to non-ad valorem revenue."

5. Section 11 of the Employment Contract is amended to read as follows:

"The CITY agrees to compensate EMPLOYEE for mileage incurred by EMPLOYEE in the use of EMPLOYEE'S personal vehicle in the course of his official duties as city manager within St. Johns County (but not to and from his home and work), in the amount of EIGHTY THREE AND 33/100THS (\$83.33) DOLLARS per month during the term hereof. For travel in the course of his official duties outside of St. Johns County, the CITY shall reimburse EMPLOYEE for the use of his personal vehicle at the then current per-mile rate allowed other city employees."

6. The preceding numbered paragraphs of this Third Addendum to Employment Contract shall become operative and take effect on October 1, 1994.

7. Except as herein modified, the Employment Contract dated August 10, 1989, shall remain in full force and effect.

THIS ADDENDUM TO EMPLOYMENT CONTRACT IS EXECUTED ON BEHALF OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH ON THIS 5th DAY OF August, 1994.

CITY OF ST. AUGUSTINE BEACH

ATTEST:


City Manager

BY:


MAYOR-COMMISSIONER

THIS ADDENDUM TO EMPLOYMENT CONTRACT IS EXECUTED BY B. MAX ROYLE, AS EMPLOYEE, THIS 5th DAY OF August, 1994.


Witness


Witness


B. MAX ROYLE

FOURTH ADDENDUM TO EMPLOYMENT CONTRACT

THIS FOURTH ADDENDUM TO EMPLOYMENT CONTRACT is made and entered into this 29 day of September, 2000, by and between the **CITY OF ST. AUGUSTINE BEACH**, a Florida municipal corporation ("City"), and **B. MAX ROYLE** ("Employee"),

WITNESSETH:

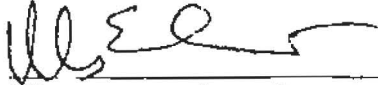
That for an inconsideration of the mutual covenants herein contained, the parties mutual agree.

1. *Recitals:* Heretofore the parties have entered into an Employment Contract under and by which the City employed the Employee as its City Manager, which, with Addenda, expires as of September 30, 2000. The Parties are desirous of renewing said Agreement upon the same terms and conditions for an additional term of six years from October 1, 2000 until September 30, 2006

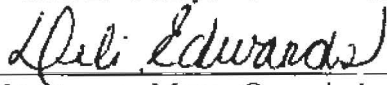
2. *Renewal of Employment Contract* The Employment Contract, as heretofore amended, is hereby extended and renewed for an additional period of six years until September 30, 2006 upon the same terms and conditions. The City further agrees that for each year during the extended term of such Employment Contract, the City shall pay Employee for his services the same salary as in the preceding fiscal year plus a percentage increase in said salary in an amount equal to the average cost of living percentage increase in salary, if any, of other City employees for the fiscal year in which the salary is to be paid.

IN WITNESS WHEREOF, the City has caused these present to be executed by its Mayor-

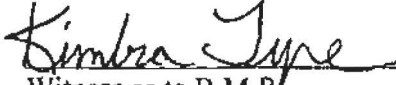
Commissioner in the presence of two witnesses and caused its Seal to be affixed and Employee has hereunto set his hand and seal, all as of the day first above written.



Witness as to Mayor-Commissioner



Witness as to Mayor-Commissioner



Witness as to B.M.R.



Witness as to B.M.R.

CITY OF ST. AUGUSTINE BEACH

By: 
Mayor-Commissioner



"Employee"

MEMORANDUM

Agenda Item # 7

Meeting Date 8-7-23

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

FROM: Max Royle, City Manager  mk

DATE: July 26, 2023

SUBJECT: Resolution 23-06, to Support the Proposed Right to Clean and Healthy Water Constitutional Amendment

Ms. Nana Royer has requested that you approve Resolution 23-06. It is attached along with information that Ms. Royer has provided.

She also provided additional information in a green folder for each of you. It was put in your city hall mail trays.

Ms. Royer will be at your meeting to present her request in person and to answer your questions.

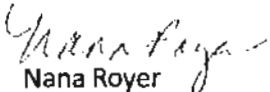
July 5, 2023

I would like to present to the Commissioners of St Augustine Beach the attached Resolution to Support the Proposed Right to Clean and Healthy Waters Constitutional Amendment.

Supporting documents are attached.

Commissioner Undine George is aware of this request.

Thank You.


Nana Royer
6 Willow Dr
St Augustine Beach
nanaroyer@gmail.com

RESOLUTION 23-06

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

**RE: A RESOLUTION OF THE
COMMISSIONERS OF ST AUGUSTINE
BEACH, FLORIDA, SUPPORTING THE
PROPOSED RIGHT TO CLEAN AND
HEALTHY WATER CONSTITUTIONAL
AMENDMENT.**

WHEREAS, the City of St. Augustine Beach Commissioners understands the fundamental right to clean and healthy waters; and

WHEREAS, healthy and clean wetlands, surface waters, and groundwater are vital to the maintenance of water quality, to a diversity of aquatic and terrestrial flora and fauna, to recreational opportunities, property right, economic interests, and to the quality of life in St. Augustine Beach, and

WHEREAS, the City of St. Augustine Beach Commissioners support equitable remedies to protect water within St. Augustine Beach and its environs, including enshrining the right to clean and healthy waters in the Florida Constitution; and

WHEREAS, Salt Run (the Shellfish portion is designated as Impaired due to Fecal Coliform bacteria contamination; and several segments of the Matanzas River and its tributaries are currently designated as impaired for nutrients, fecal coliform, and iron by the Florida Department of Environmental Protection. The FDEP "cannot rule out the possibility of anthropogenic sources"; and

WHEREAS, surface water and groundwater protection are paramount concerns in St. Augustine and its environs, and St Augustine Beach has the desire to help protect these natural resources; and

WHEREAS, the majority of impairments in the Matanzas watershed do not currently have Total Maximum Daily Loads (TMDLs) or Basin Management Action Plans (BMAPs), which provide a framework for water restoration, underscores the need for alternative pathway to restoration; and

WHEREAS, an important benefit that wetlands provide is their capacity to maintain and improve water quality by functioning as filtering systems, removing sediment, nutrients, and pollutants from water, recharging groundwater; and reducing impacts from flooding events.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA:

Section 1. By adoption of this resolution, the Board of City Commissioners of St Augustine Beach, Florida, hereby expresses support for equitable solutions to protecting our vital water resources.

Section 2. The City of St. Augustine Beach acknowledges the importance of clean and healthy waters in the State of Florida and supports enshrining the right to clean and healthy waters in the Florida Constitution.

Section 3. The City of St Augustine Beach supports the efforts of concerned citizens and advocacy groups who are working towards ensuring clean and healthy waters for future generations of Floridians.

CONSTITUTIONAL AMENDMENT FULL TEXT

Ballot Title: Right to Clean and Healthy Waters

Ballot Summary: This amendment creates a fundamental right to clean and healthy waters. The amendment may be used to sue State executive agencies for harm or threatened harm to Florida's waters, which include aquatic ecosystems. This amendment defines terms, identifies affected constitutional provisions in Article IV governing the executive branch, provides for civil action enforcement, allows attorney's and expert witness fees to prevailing plaintiffs, and provides equitable remedies including restoration of waters.

Article and Section Being Created or Amended: Article I, Section 28

Full Text of the Proposed Amendment: SECTION 28. Right to Clean and Healthy Waters.—

(a) PURPOSE. Waters sustain all forms of life. Clean and healthy waters protect and promote substantial interests, including human health, safety and welfare, native fish and wildlife, conservation of natural resources, outdoor recreation, aesthetic values, business opportunities, property values, and economic interests throughout the State. Although considerable attention has been given to protect and conserve waters in the State, including Article II, Section 7 of this Constitution and a comprehensive body of State environmental laws and regulations, such attention has not corrected the continuing decline in the condition of waters in the State. The poor condition of many important waters throughout the State has led the people of Florida, in their inherent political power, to create this fundamental right to clean and healthy waters. State executive agencies are instrumental to the effort to protect Florida waters from harm and threatened harm. Consequently, to promote the interests of Florida's people, businesses, organizations, communities, and economies in clean and healthy waters, this Section provides for equitable remedies against the actions or inactions of State executive agencies that harm or threaten harm to Florida waters, with the goal of clean and healthy waters and the aspiration that waters in the State will one day flourish.

(b) DECLARATION OF RIGHT. The people have the inherent political power pursuant to Article I, Section 1 of this Constitution to create the fundamental right to clean and healthy waters. The people hereby declare this fundamental right, which is inalienable.

(c) HARM PROHIBITED. It shall be unlawful, and considered a violation of the right to clean and healthy waters, for a State executive agency, as defined herein, to harm or threaten to harm Florida waters by action or inaction, including by regulation, rule, policy, plan, standard, permit, practice including management practice, activity, agreement, memorandum of understanding, order, or by inaction that permits harm or threatened harm about which the State executive agency knew or should have known.

(d) ENFORCEMENT

(1) A person, as defined herein, may bring a civil action for injunctive or declaratory relief in a court of competent jurisdiction against a State executive agency for violating this Section. Exhaustion of administrative remedies and notification time periods shall not be required. A plaintiff is not required to allege special or direct injury to state a claim.

(2) Any violation under this Section will be considered de novo. Due to the fundamental nature of this right, to avoid liability where a violation is shown, a State executive agency shall be required to demonstrate that its action or inaction, as described in subsection (c), was necessary to promote a compelling government interest and was narrowly tailored to advance that interest. Where a party's action or inaction is found to be a substantial factor in a violation of this Section, that party shall be liable for the violation and shall not avoid liability on the basis that the action or inaction of another party or nonparty has also contributed to the violation.

Initiative Information

Date Approved 04/22/2022

Serial Number 22-02

Sponsor Name: FloridaRighttoCleanWater.org

Sponsor Address: 13300 South Cleveland Avenue, Suite 56, Fort Myers, FL 33907

From Call to Action, March 2, 2023 Right to Clean Water

Jane West, Environmental & Land Use Attorney, 20 years

“Litigation is not working.” 5 decadelong fight to remove Rodman Dam. Would allow over 20 streams to flow again—submerged by Rodman Reservoir. None of the legal machinations have worked. We have a dam on the verge of collapse that serves no useful function.

“Biggest environmental threat to Florida beyond sea level rise is the conversion of raw natural land into sprawling development...caters down to every other part, including impaired water quality throughout the state.

There has been a systematic & intentional whittling away of the ability for FL citizens to have a voice on the state of their economy.

Hardly any of the recommendations from the blue green algae task force have actually been implemented. Septic tanks aren't being inspected and monitored.

“**The #1 contributor to impaired water quality in state of FL is Big Ag.**” There's such a strong special interest component in Legislature right now that prohibit any sort of forward movement on curtailing the activities Big Ag is engaged in.

“Litigation isn't working.” “Lobbying isn't working.”

“This is my personal opinion as a practicing environmental and land use lawyer in FL, this is the only path forward for us.” If we don't make meaningful action on this constitutional amendment, I don't see how the peninsula is going to continue to function with good water quality and quantity moving forward.”

There's a slew of bad bills pending this session. **Reach out to your lawmakers. “What are you doing to make sure you are protecting water quality in the state of Florida?”**

RESOLUTION 23-XX

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, SUPPORTING THE PROPOSED RIGHT TO CLEAN AND HEALTHY WATERS CONSTITUTIONAL AMENDMENT.

WHEREAS, the Alachua County Board of County Commissioners understands the fundamental right to clean and healthy waters; and

WHEREAS, healthy and clean wetlands, surface waters, and groundwater are vital to the maintenance of water quality, to a diversity of aquatic and terrestrial flora and fauna, to recreational opportunities, property rights, economic interests, and to the quality of life in Alachua County; and

WHEREAS, the Alachua County Board of County Commissioners supports equitable remedies to protect water within Alachua County, including enshrining the right to clean and healthy waters in the Florida Constitution; and,

WHEREAS, Newnan's Lake, Lake Wauburg, Alachua Sink, Bivens Arm Lake and Orange Lake and the Santa Fe River (an Outstanding Florida Water worthy of special protection because of its natural attributes) were designated as impaired for nutrients (nitrogen and/or phosphorus) by the Florida Department of Environmental Protection; and,

WHEREAS, the Basin Management Action Plans for the implementation of Total Maximum Daily Loads adopted by Secretarial Order in the Orange Creek Basin and the Santa Fe River Basin set goals for nutrient reductions; and,

WHEREAS, surface water and groundwater protection is a paramount concern in the Orange Creek and Santa Fe River basins, and Alachua County has the desire to protect these natural resources; and

WHEREAS, an important benefit that wetlands provide is their capacity to maintain and improve water quality by functioning as filtering systems, removing sediment, nutrients, and pollutants from water; recharging groundwater; and reducing impacts from flooding events.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF ALACHUA COUNTY, FLORIDA:

Section 1. By adoption of this resolution, the Board of County Commissioners of Alachua County, Florida, hereby expresses support for equitable solutions to protecting our vital water resources.

Home ▾ Water Quality Assessments, TMDLs, and BMAPs

Open in ↗

Details |

Basemap |

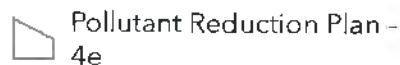
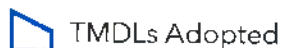
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Legend

Pollutant Reduction Plan -
4eFlorida Total Maximum Daily Load
(TMDL)

TMDLs Adopted



TMDL Activities In Progress

Waters Not Attaining Standards
(WNAS)Statewide Basin Management
Action Plan (BMAP) General Areas
- Statewide BMAP General Areas

Adopted BMAPs



Under Development

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Waters Not Attaining Standards: Salt Run (Shellfish Portion)

WBID	2502C
CYCLE	5
WATERBODY_NAME	Salt Run (Shellfish Portion)
GROUP NUMBER	5
GROUP NAME	Upper East Coast
PLANNING UNIT	Matanzas River
WATERBODY TYPE	Estuary
WATERBODY CLASS	2
PARAMETER_IWR	Fecal Coliform (SEAS Classification)
PARAMETER_GROUP	Bacteria
IR_ASSESSMENT_CATEGORY	5
ASSESSMENT_STATUS	Impaired
COMMENTS	This waterbody is listed as impaired for this parameter because the shellfish harvest area is not approved by the Shellfish Harvest Area Classification Program of the Department of Environmental Protection. This parameter will remain on the Verified List and the 303(d) List.

[Zoom to](#)

Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS | F

MATANZAS RIVER (UPPER SEGMENT)
Assessment Unit ID: FL2363G1

Waterbody Condition: Impaired (Issues Identified)

Existing Plans for Restoration: Yes

303(d) Listed: No

Year Reported: 2020

Organization Name (ID): Florida (21FL303D)

What type of water is this?

Estuary (1,944.1 Square Miles)

Where is this water located?

Planning Unit: Matanzas River



Assessment Information from 2020

State or Tribal Nation specific designated uses:

Information on Water Quality Standards

Expand All ☒

Fish and Wildlife Propagation - Marine

Impaired >

Fish Consumption

Impaired v

Identified Issues for Use

☒ **Impaired Parameters**

Plan in Place

Mercury in Fish Tissue

Yes

☒ **Other Water Quality Parameters Evaluated**

No other parameters evaluated for this use.

Recreation

Impaired >

Probable sources contributing to impairment from 2020:

No probable sources of impairment identified for this waterbody.

Assessment Documents

No documents are available

Plans to Restore Water Quality

What plans are in place to protect or restore water quality?

Plans information is temporarily unavailable, please try again later.

SALT RUN (SHELLFISH PORTION)

Assessment Unit ID: FL2502C

Waterbody Condition:  Impaired (Issues Identified)

Existing Plans for Restoration: Yes

303(d) Listed: Yes

Year Reported: 2020

Organization Name (ID): Florida (21FL303D)

What type of water is this?

Estuary (0.2834 Square Miles)

Where is this water located?

Planning Unit: Matanzas River



Assessment Information from 2020

State or Tribal Nation specific designated uses:

Information on Water Quality Standards

Expand All 

Fish and Wildlife Propagation - Marine

Good >

Fish Consumption

Impaired >

Recreation

Good >

Shellfish Propagation

Impaired >

Probable sources contributing to impairment from 2020:

No probable sources of impairment identified for this waterbody.

Assessment Documents

No documents are available


Plans to Restore Water Quality

What plans are in place to protect or restore water quality?

Plans information is temporarily unavailable, please try again later.

MEMORANDUM

TO: Commissioner Samora
Commissioner Rumrell
Commissioner George
Commissioner Sweeny
Commissioner Morgan

FROM: Max Royle, City Manager  mk

DATE: July 18, 2023

SUBJECT: Request from Northeast Florida Regional Council for City's Suggestions for Regional Priorities for 2024 Legislative Session

Attached as pages 1-12 is an email from Ms. Beth Payne of the Northeast Florida Regional Council and a copy of the 2023 St. Johns County Legislative Action Plan.

Also attached are pages 13-17 are the minutes of your September 12, 2022, meeting and the County's top three legislative priorities for 2022.

ACTION REQUESTED

It is that you discuss what regional priorities you want the Legislature to consider in 2024.

Max Royle

From: Payne, Elizabeth <epayne@nefrc.org>
Sent: Thursday, July 13, 2023 1:45 PM
To: Payne, Elizabeth
Cc: Forde, Sheron; Anderson, Eric
Subject: Northeast Florida Legislative Priorities for 2024

CAUTION: This message originated from outside of your organization. Clicking on any link or opening any attachment may be harmful to your computer or the City. If you do not recognize the sender or expect the email, please verify the email address and any attachments before opening. If you have any questions or concerns about the content, please contact IT staff at IT@cityofsab.org.

Good afternoon.

As NEFRC does each year, we are requesting your County/City Legislative Priorities to include with and help determine the Regional Legislative Priorities for the upcoming 2024 Legislative Session, which begins in January. Our Legislative Committee, made up of NEFRC Board Members, will review the priorities submitted, aggregate and determine the top priorities that impact the Region. Many issues-of-the-day call for a collective regional approach as the most effective way to address, respond and resolve the issues that are most important to our Region.

The NEFRC Legislative Committee will determine the top "regional priorities" that represent the most critical concerns of the Northeast Florida Region at the October NEFRC Board meeting. Once finalized, the Council's Legislative Priorities will be distributed to our Board of Director's and Member local governments. Additionally, the Priorities will be provided to the various Legislative Delegations for their consideration and actions. It is only through your input and participation that we can truly know what matters most to the citizens and constituents of our Region.

If you have any questions, concerns, or comments, please feel free to direct them to me at epayne@nefrc.org or (904) 233-0423. **We would like to receive this information by Friday, September 15th, but would gladly take it earlier.**

Thanks for your participation in this effort. Feel free to forward this email to any I have missed.

Beth Payne, CEO
Northeast Florida Regional Council
904.233.0423 Cell
904.279.0880 Office
Stay up to date with NEFRC by [subscribing to our newsletter](#).

Excerpt from the minutes of the September 12, 2022, regular Commission meeting

12. Request from Northeast Florida Regional Council for City's Suggestions for Regional Legislative Priorities for 2023 Florida Legislative Session (Presenter: Max Royle, City Manager)

City Manager Royle said that they are looking for large priorities, such as those from St. Johns County's 2022 top three priorities as provided in the agenda books. If there are no particular projects in mind, then the City could support the County's 2023 priorities.

Commissioner George suggested continued support for beach renourishment funding, resiliency funding for municipalities on barrier islands, and a legislative amendment to allow municipalities to collect the Tourist Development Tax directly or mandatory revenue sharing with municipalities for police and the infrastructure needs of the municipalities. Mayor Samora agreed with all of those suggestions.

Vice Mayor Rumrell said that the City can support the County but that it is important that the City has its own list. He suggested flooding, infrastructure, beach maintenance, etc.

Commissioner England agreed that they are all really good items, and that beach restoration has always been on the City's list. She said that resiliency and drainage are always top priority.

Mayor Samora opened Public Comments. Being none, he moved on to Item XIII.



St. Johns County

2023 LEGISLATIVE ACTION PLAN



Legislative Highlights



Transportation Infrastructure

Upgrade or extend primary corridors and road networks:

- State Road 16, County Road 210, and CR 2209
- Arterials supporting the First Coast Expressway.



Economic Resiliency

Develop initiatives to include leveraging State appropriations for Federal resources, to incentivize agriculture production, preserve farmland, and ensure food security.



Coastal Protection & Flood Mitigation

- Support authorization for two Federal feasibility studies to assess critically eroded beaches in southern St. Johns County and the Summer Haven and River study area.
- Prioritize State and Federal appropriations for storm recovery programs focused on community resilience.



Resilient Future for Children

- Prioritize resiliency approach to address the comprehensive well-being of each child.
- Provide safe distances between vaping establishments and schools.
- Dedicate resources to ensure adequate parks and youth recreation facilities.

TRANSPORTATION INFRASTRUCTURE



Extensive population increase in St. Johns County has required planning and construction of new and upgraded East-West and North-South corridors, supporting road networks for the First Coast Expressway, and other transit enhancements. **State and Federal resources are requested to address \$400 million in backlogged projects:**

- **East-West Corridors:** Upgrade existing facilities, including State Road 16, County Road 210, SR 208, SR 207, and SR 206 to provide traffic relief, improve connectivity, and mitigate safety hazards.
- **North-South Corridors:** Address overcapacity along US 1 and strengthen regional emergency response capacity by completing extensions and modifications of SR 313/312, CR 2209, SR A1A, and related connectors.
- **Mobility Enhancements:** Explore targeted workforce transportation programs and facilitate the safe and compatible movement of public transit vehicles, bicyclists and pedestrians.
- **Trails and Greenways:** Pursue opportunities to implement St. Johns County Greenway, Blueway & Trails Master Plan, including identifying additional trails and evacuation opportunities.
- **Commuter Rail:** The County supports the completion of a feasibility study for a transit line to connect the City of Jacksonville with the City of St. Augustine.

ECONOMIC RESILIENCY



Appropriations Request: \$325,000 in State appropriations to study the feasibility and procedural steps of establishing an institute of higher education in the County.

Policy Request: Develop a statewide economic security initiative, including State resources as leverage for Federal appropriations, to incentivize agriculture production, preserve farmland, and ensure food sufficiency.

Policy Request: Revise Sections 286.0113 and 288.075, Florida Statutes relating to public record and open meeting exemptions. Amending 286.0113 under this proposal would allow Board of County Commissioners to deliberate in private regarding an economic development proposal.

Currently, an economic development proposal remains confidential only while it is before an economic development agency. This change may spur additional economic development from entities that may otherwise not be amenable to discussing economic development activities due to the lack of confidentiality.

The proposed revisions to Section 288.075 would allow confidential information in the possession of an economic development agency to be provided to a member of the Board of County Commissioners without the possibility of such communication being considered a disclosure.

Policy Request: Restore the Qualified Target Industry (QTI) Tax Refund Program. In concert with County economic development incentives, the QTI Program will allow for more attractive incentive packages.

COASTAL PROTECTION & FLOOD MITIGATION



Appropriations Request: Authorize two feasibility studies requested through the Coastal Storm Risk Management (CSRM) program within the U.S. Army Corps of Engineers, including at minimum, federal funds totaling 50% of the cost share. The geographic areas for this request are St. Augustine Beach to the Flagler County line and a study area encompassing Summer Haven, the Summer Haven River, and the Matanzas Inlet. The CSRM Feasibility Study evaluates federal interests and resiliency alternatives to protect vulnerable sections of coastline.

The County strongly supports modifying the CSRM program to eliminate the non-federal match for any feasibility study conducted by a Hurricane Ian and Hurricane Nichole impacted local governing entity.

Appropriations Request: \$3 million in matching funds through the Beach Management Funding Assistance Program for the North Beach and Dune Restoration Project at Ponte Vedra Beach. This nourishment project maintains and protects a 9-mile stretch of St. Johns County's shoreline, which has suffered damage from waves, erosion and inundation caused by coastal storms.

Appropriations Request: Prioritize State and Federal appropriations for flood mitigation and countywide drainage improvements, especially storm recovery programs focused on community resilience.

RESILIENT FUTURE FOR OUR CHILDREN



Appropriations Request: \$500,000 in State funds to leverage resources and identify best practices for children's resiliency programs, such as substance abuse treatment and mental health support services.

Appropriations Request: \$5 million in State appropriations to expand youth recreation and sports facilities in St. Johns County.

Policy Request: Vaping Products – Repeal Section 569.315, F.S., which prevents local governments from enacting ordinances that establish minimum distances between schools and commercial nicotine activities.



WATER QUALITY



Support effective implementation of Senate Bill 64 (SB 64). Local governments need additional resources to remove or reduce the surface water discharges from existing water reclamation facilities.

State and Federal resources are requested to expand reclaimed water treatment, transmission, storage, and distribution networks, including:

- \$15 million for reclaimed water source projects and to enhance the County's ability to provide reclaimed water.
- \$20 million for the construction of the Southwest Water Reclamation Facility improvements to reduce concentration of nutrients to the Matanzas River. The estimated budget for the project is \$145 million and the County has a financial plan to fund up to \$125 million.
- \$400,000 for Countywide Septic to Sewer Planning.

Policy Request: Oppose legislation that would require local governments to fund the relocation of utilities infrastructure for private and public utilities.

Policy Request: Modify current law to provide that available alternative water sources must be used first. The Florida Legislature should also limit the issuing of Consumptive Use Permits to emergency use only.

PUBLIC SAFETY



Appropriations Request: \$4 million for land acquisition, site development, and new equipment for regional fire safety training facility. Upon completion, this facility will provide a higher level of training for St. Johns County Fire Rescue, the St. Augustine Fire Department, and regional public safety partners.

Policy Request: Amend Florida Statute 316.212 (7) – Raising the minimum age of anyone operating a golf cart on public roads or streets to fifteen (15) and require the driver to hold a valid learner's permit.

Policy Request: Amend Florida Statute 316.2045 – Clarifying a violation as an arrestable offense, which will discourage panhandlers from harassing citizens and obstructing traffic. This will also provide law enforcement with the discretion and authority to arrest an individual that repeatedly violates the amended statute.



Policy Request: Victim's Restitution from FRS Forfeitures – Amend Section 121.091, F.S. to provide victim restitution. Such amendment should be remedial in nature and apply to FRS pension forfeitures dating from January 1, 2017.

QUALITY OF LIFE



Appropriations Request: Additional State and Federal resources to encourage continued development of free library services, including:

- \$23 million in State appropriations to restore FY 2017 funding level.
- \$9 million to support Public Library Construction Grants.
- \$2 million in recurring funds to the Library Cooperative Grant Program.
- \$750,000 for workforce development through the Smart Horizons Career Online High School Program.

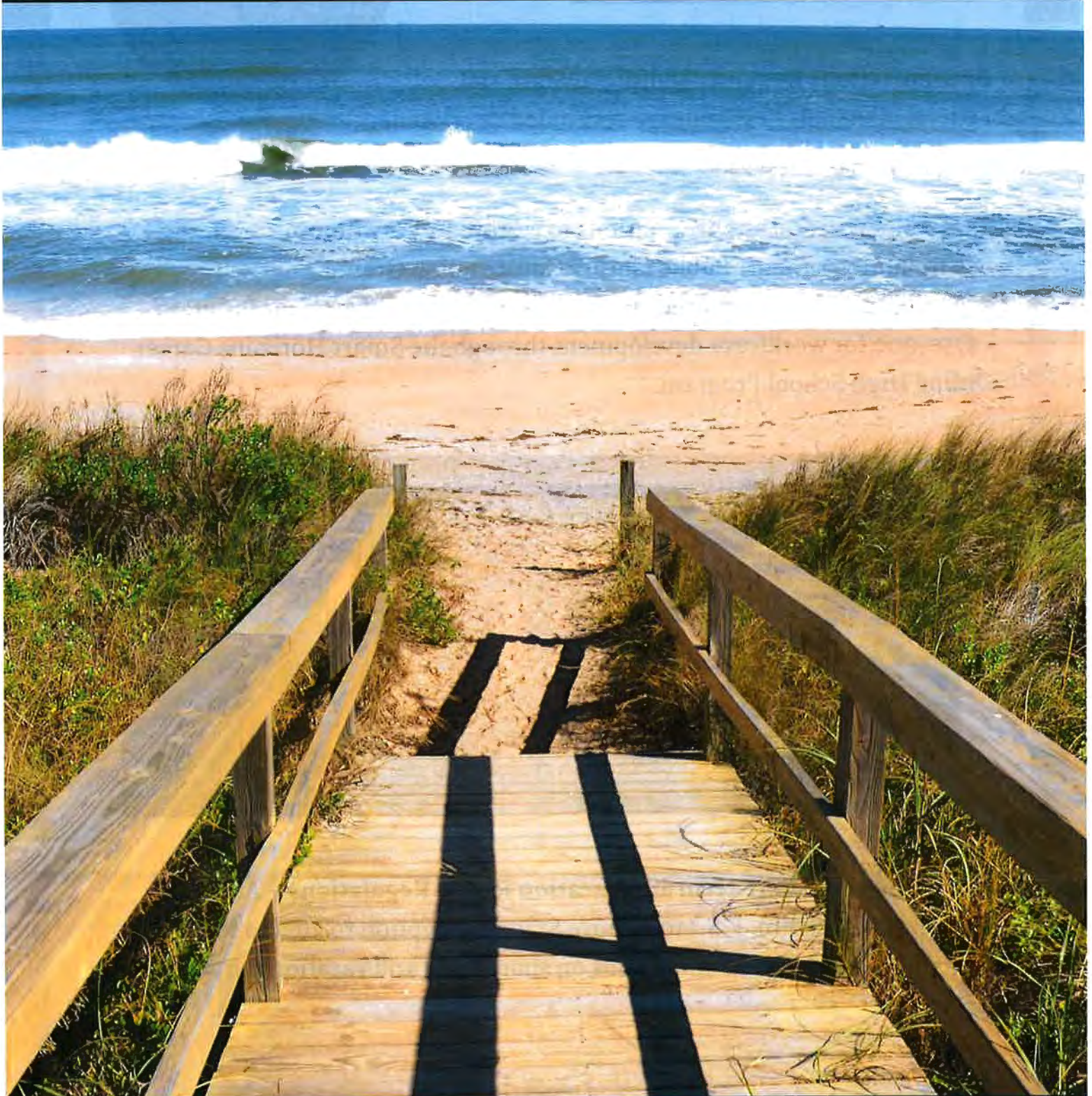


Policy Request: Short-term and Vacation Rental Regulations – Amend Section 509.032(7)(b), F.S., to remove State preemption related to the frequency and duration limitations on short-term and vacation rentals.



St. Johns County

FLORIDA



2023 LEGISLATIVE ACTION PLAN

Excerpt from the minutes of the September 12, 2022, regular Commission meeting

12. Request from Northeast Florida Regional Council for City's Suggestions for Regional Legislative Priorities for 2023 Florida Legislative Session (Presenter: Max Royle, City Manager)

City Manager Royle said that they are looking for large priorities, such as those from St. Johns County's 2022 top three priorities as provided in the agenda books. If there are no particular projects in mind, then the City could support the County's 2023 priorities.

Commissioner George suggested continued support for beach renourishment funding, resiliency funding for municipalities on barrier islands, and a legislative amendment to allow municipalities to collect the Tourist Development Tax directly or mandatory revenue sharing with municipalities for police and the infrastructure needs of the municipalities. Mayor Samora agreed with all of those suggestions.

Vice Mayor Rumrell said that the City can support the County but that it is important that the City has its own list. He suggested flooding, infrastructure, beach maintenance, etc.

Commissioner England agreed that they are all really good items, and that beach restoration has always been on the City's list. She said that resiliency and drainage are always top priority.

Mayor Samora opened Public Comments. Being none, he moved on to Item XIII.

St. Johns County, Florida – Top Three (3) Legislative Priorities for 2022

1. TRANSPORTATION

Background: St. Johns County's road network has not kept up with the County's rapid growth, resulting in severe congestion on several key roadways.

Requested Actions:

- **State Road 312, including the State Road 313 Bypass** – Request \$95 million for the proposed State Road 313 Extension/Bypass, the Lower Segment, from State Road 207 to State Road 16; request \$135 million for proposed State Road 313 Extension/Bypass, the Upper Segment, from State Road 16 north to U.S. 1.
- **County Road 2209/County Road 210 to State Road 16** – Request \$102.6 million for the proposed County Road 2209 from County Road 210 to State Road 16; ensure maximum eligibility of State, Federal, and regional funding sources for County Road 2209 by designating it as a Strategic Intermodal System (SIS) Facility from the State Road 9B Extension to the First Coast Expressway.
- **First Coast Expressway** – Provide additional capacity across the St. Johns River as part of an overall corridor that addresses the area's transportation deficiencies and serves existing and future development; construct First Coast Expressway from Interstate 95 to U.S. 17 as the next top priority segment, including interchanges at Interstate 95, County Road 2209, County Road 16A Spur, and U.S. 17, with a bridge replacement and expansion of the Shands Bridge crossing the St. Johns River.
- **Interchange Area Improvement at Interstate 95/State Road 16/County Road 208** – Request \$12 million for the purpose of improving traffic safety and congestion at this interchange of Interstate 95 and State Road 16. Construction includes conversion of a diamond interchange configuration into a diverging diamond interchange (DDI) configuration, lane addition, turn lanes, directional islands, and signal improvements.
- **Race Track Road (Bartram Park Blvd to Bartram Springs Pkwy)** – Request \$30 million for the purpose of expanding this important east/west corridor to a four-lane road, with ultimate expansion to a six-lane facility, improving traffic safety and congestion currently experienced.
- **State Road 207 Improvements** – Request \$20 million for the widening of State Road 207 from a four-lane facility to a six-lane facility; ensure maximum eligibility of State, Federal, and regional funding sources for State Road 207 by designating it as a Strategic Intermodal System (SIS) Facility from Interstate 95 to State Road 312.
- **County Road 5A Safety Improvements** – Request \$9.5 million for the purpose of improving traffic safety and congestion, pedestrian and bike safety, and water quality on County Road 5A. Construction includes turn lanes, bike lanes, sidewalks, and stormwater ponds.
- **County Road 210 Overpass at U.S. 1** – Request \$32 million for the purpose of constructing a full interchange connecting the County Road 210 overpass to U.S. 1.
- **Expansion of St. Johns County Public Transit** – Ensure maximum eligibility of State, Federal, and regional funding sources to provide funds to expand transit service in St. Johns County. Expand transit service provided by St. Johns County to include decreasing transit headways and expand operating time. Support collaboration with local transit agencies toward a more regional structure.

- **County Road 305 Extension from County Road 13S to State Road 206** – Request funding for the construction of a segment of County Road 305 to connect County Road 13S and State Road 206. (At the request of the Flagler Estates Community Redevelopment Area.)
- **State Road A1A Intersection Improvements** – Request \$20.6 million for State Road A1A and Palm Valley Road intersection improvements to include nine intersections from JT Butler Boulevard to Mickler Road and intersections on Palm Valley Road and Mickler Road from the Intracoastal Waterway to State Road A1A, and ensure maximum eligibility of State, Federal, and regional funding sources for SR A1A and Palm Valley Road intersection improvements.
- **County Road 203 Pedestrian and Bicycle Safety Circulation Improvements** – Request \$750,000 for County Road 203 pedestrian/bicycle safety and circulation improvements to a missing segment of sidewalk connecting State Road A1A in Duval County to State Road A1A in St. Johns County. (At the request of the Ponte Vedra Municipal Service District.)
- **Commuter Rail between Jacksonville and St. Augustine** – Request legislative appropriation to the Florida Department of Transportation for commuter rail design and construction that will connect the City of Jacksonville and the City of St. Augustine. (At the request of the City of St. Augustine.)

Effect: Funding these transportation improvements will relieve traffic congestion, clarify transportation authority, and reduce associated risks to the health, safety, and well-being of the users of those roadways.

2. ECONOMIC DEVELOPMENT / AFFORDABLE HOUSING

Background: In many circumstances, new businesses who are seeking a site for relocation or expansion request financial incentives by local, regional, and statewide entities as an inducement to make a final location selection. Providing local governments with additional confidentiality, funding mechanisms, and educational opportunities would give Florida a competitive advantage when competing for economic development and job creation. In addition, funding affordable housing would support St. Johns County's economy by providing residential opportunities for the local workforce, young families, and entry-level employees within the public and private sectors.

Requested Actions:

- **Public Record and Open Meeting Exemptions for Economic Development Agencies** – Amend Sections 286.0113 and 288.075, Florida Statutes, to enhance the confidentiality of economic development activities by allowing the Board of County Commissioners to deliberate in private regarding an economic development proposal and allow confidential information in the possession of an economic development agency to be provided to a member of the Board of County Commissioners without such communication being considered a disclosure which would terminate the confidential nature of the information.
- **Funding of State-level Economic Development and Workforce Education and Training Programs** – To support prioritization of Economic Development programs and maintain funding of initiatives aimed at helping existing businesses expand and the attraction of new businesses to enhance Florida's job creation efforts.
- **University Recruitment and Development** – Request funding for the recruitment and development of public and private universities within St. Johns County.
- **Florida Sales Tax on Commercial Rent** – Urge the St. Johns County legislative delegation to support the further reduction of and the eventual elimination of Florida's sales tax on commercial rent during the 2021 Legislative Session. (At the request of the St. Johns County Chamber of Commerce.)
- **State Housing Initiatives Partnership (SHIP) Funding** – To encourage our delegation to support the County's request for the full amount funds collected from St. Johns County Documentary Stamp Taxes that are paid into the Sadowski Housing Trust Fund be allocated back to the County through its annual SHIP allocation and the State not redirect affordable housing funds to other programs.

Effect: Having the ability to negotiate in the "shade" would allow St. Johns County and other public agencies throughout Florida to be more competitive with other states when vying for large-scale economic development projects. In addition, funding affordable housing creates a larger workforce available to support economic growth, business expansion, and corporate relocations.

3. WATER CONSERVATION / WATER QUALITY

Background: With the impact of State mandates, multiple hurricanes, and other environmental impacts, water quality and water conservation have increasingly become urgent issues in St. Johns County.


Requested Actions:

- **Sustainable Florida and Water Conservation** – Request the Florida Legislature support regional and local communities to address water supply development, alternative effluent reuse opportunities and provide sufficient financial resources.
- **Storm Water Trust Fund Pilot Program** – Request the Florida Legislature support legislation that establishes a pilot program for small coastal cities to improve resiliency against flooding and sea level rise. (At the request of the City of St. Augustine and City of St. Augustine Beach.) **Update item once carried over.
- **City of St. Augustine Water, Wastewater, and Stormwater Infrastructure Funding** – Support appropriations to increase funding for increasing resiliency in water, wastewater, and stormwater infrastructure in the City of St. Augustine. (At the request of the City of St. Augustine.)
- **St. Johns County Drainage Improvements Funding** – Request \$12 million for numerous drainage system improvements and repairs throughout St. Johns County to alleviate flooding, improve traffic safety, and minimize future damage to roads, agriculture, businesses, and homes.
- **St. Johns County Reclaimed Water Infrastructure Funding** – Support appropriations to increase funding for reclaimed water infrastructure projects in St. Johns County. Request \$11.5 million for reclaimed water projects and enhance the County's ability to provide reclaimed water, promote water conservation and reduce nutrients to water bodies.
- **State Road 207 Water Reclamation Facility Improvements** – Support appropriations for funding of infrastructure improvements to increase the capacity at the existing SR 207 Water Reclamation Facility (WRF). With the recently approved Senate Bill 64 (SB 64) requiring statewide elimination of non-beneficial surface water discharges of effluent or reclaimed water, this project eliminates approximately 1.0 million gallons a day of treated effluent being discharged to the Matanzas River and repurposes the effluent to new reclaimed water customers. The request is for \$10.0 million in funding for the expansion of the SR 207 WRF to reduce nutrients to the Matanzas River.

Effect: Funding these initiatives will allow St. Johns County to alleviate flooding and drainage concerns, address State mandates, and prepare for future environmental impacts.

MEMORANDUM

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

FROM: Max Royle, City Manager  mk

DATE: July 26, 2023

SUBJECT: Police Chief and City Manager Discussion of Work Performance Evaluations

INTRODUCTION

Attached for your review is the following information:

- a. Pages 1-2, the minutes of our February 6, 2023, meeting, when you last discussed doing an annual evaluation of the Police Chief and the City Manager.
- b. Pages 3-20, the two evaluation forms (pages 3-20) that are referenced in the minutes. You'll note on page 2 Mayor Samora's comment that if Chief Carswell finds a more appropriate form, he is to make it available to you.
- c. Pages PC-1 to PC-11, the Police Chief's self-evaluation
- d. Page CM-1 to CM-8, the City Manager's self-evaluation, and Related Information

ACTION REQUESTED

It is that you discuss the self-evaluations, what form, if any, you want to use for your individual evaluation of each employee, whether during August you want to meet individually with each employee to discuss their evaluation, and whether the evaluations are to be on the agenda for your September 11th meeting.

8. Discussion of Annual Evaluation of the Police Chief and the City Manager (Presenter: Max Royle, City Manager)

City Manager Royle advised that the two decisions that he is seeking are: 1) for the evaluations to not be done at the beginning of the year because there may be new Commissioners who do not know anything about the Chief or the City Manager and he suggested possibly in August/September during the budget adoption process, which has been done in the past; 2) Whether to use the form that has been used in the past (pages 11-21) or another form that he found online from the International City Management Association (pages 22-28). He advised that the Police Department may also have a form that is more appropriate to evaluate Police Chiefs that could be used.

City Manager Royle suggested that they would want to consider what the purpose of the evaluation is and what it should accomplish. Mayor Samora said that the Commission expects both the Chief and the City Manager to review their employees every year and that it is the Commission's duty to do the same. He said that it makes sense to do the evaluation in August/September and that he is fine with that. He said that it is funny that these two forms were included because they were not the forms used last time but he liked these better.

Mayor Samora asked the Commissioners if they felt that the Commission needed to do this for the Chief and the City Manager. Commissioner Sweeny said yes and that she agreed with the Mayor's reason for wanting to do the evaluations. She said that other governmental entities do self-evaluations and that she would like to see that submitted to the Commission highlighting their accomplishments throughout the year which would be helpful feedback for them to be able to point out things that they feel the Commission should know. Mayor Samora liked that idea. Commissioner George said that it was a component when we used the old form but that she could not remember if it was submitted prior to the Commission's evaluation. City Manager Royle advised that the old form got to be extraordinarily complicated and that he did not feel that it was very helpful to the Commission. He said that he is not interested in what he thinks of himself, but what the Commission thinks of his performance and how he could improve.

Vice Mayor Rumrell said that he liked the two forms and that the second form seemed pretty straight forward. Commissioner Sweeny said that she is fine with that and if the Chief has a different form that she would be happy to entertain that as well. Chief Carswell said that the Police Department does use different evaluations, but for consistency he would be fine with either of the two forms provided. Commissioner Morgan said that the Commission could always add something particular to law enforcement in the comments.

Commissioner George said that one reason we got away from the past form in the packet is because of the numerics involved and tried to quantify as opposed to just using superior, fully competent, or needs improvement. She said that she personally prefers the categories rather than the numerics or calibrating a grade and that she likes the structure of the last form and maybe just take the grading out.

Commissioner Sweeny said that she is fine with either form. Commissioner Morgan advised that she has not done one in this setting but that she likes having five ratings vs. three. Mayor Samora said that the last form was too ambiguous.

Mayor Samora advised that we are leaning more towards the last form and looking at an August time frame and that we should set a date for completion. Vice Mayor Rumrell suggested to have them completed by the September meeting. Mayor Samora asked to have the self-evaluations before the August meeting so the Commission could complete their evaluations by the September meeting.

Excerpt from the minutes of the February 6, 2023, regular Commission minutes

Mayor Samora said that if the Chief finds a more appropriate form, to make sure to get it to the Commission in time.

City Manager Royle confirmed that this is to be submitted to the Commission prior to the August meeting, the Commission would write their comments in August, and discuss them publicly in September. Commissioner George said correct. City Manager Royle said that our reviews are public record. Vice Mayor Rumrell said that he did not believe that the Commission spoke about it publicly the last time. Mayor Samora said that he believed that we had an agenda item. Commissioner George said that if we had any comments, we could make them. Mayor Samora said that he would expect that we would meet individually.

Mayor Samora moved on to Item XIV.

CITY OF ST. AUGUSTINE BEACH

PERFORMANCE APPRAISAL

DEPARTMENT HEAD/CITY MANAGER



PERFORMANCE FACTORS –Please mark the box next to the statement that most accurately describes the employee’s level of performance during the review period on each of the performance factors. Please provide a brief description for each rating in the space provided.

A rating of “*fully competent*” signifies that performance meets the expectations for the job. A “*superior*” rating is for performance that achieves the “*fully competent*” level and clearly goes beyond expectations as described in the ratings’ definitions. The rating explanation section is completed with relevant examples of work behavior. A “*performance needs improvement*” rating indicates a performance level below expectations.

1. **MANAGING WORK/ORGANIZATION AND PLANNING:** Ability to generate results through the effective allocation of resources, to identify tasks, determine methods/practices and administer assigned operations. Ability to plan, organize and set priorities for work, including ability to make work assignments, establish deadlines and communicate standards and expectations.

The *superior performer* effectively allocates and utilizes appropriate resources to achieve the expected results. He/she consistently engages in short- and long-range planning for self and the city/department, uses scheduling and staff assignments to achieve city/departmental and Commission goals, as well as staff development needs, while allowing flexibility to deal with unexpected results.

The *fully competent performer* participates in short- and long-range planning, develops plans for task accomplishment, schedules resources to meet deadlines, and clearly communicates standards and expectations. He/she leads the assigned unit through most tasks in an efficient manner, demonstrates good coordination of resources, develops efficient systems and practices for record keeping, cost control and improved work flow, and directs the efforts of the assigned unit to accomplish city, departmental and Commission goals.

Performance needs improvement if deadlines are missed due to lack of planning, organization or improper priorities; operations are marked by inefficient work flow or assigned unit achieves less than productive results from the resources used.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

2. **LEADERSHIP AND PROBLEM SOLVING:** Ability to generate productive results by influencing employees toward positive performance and the use of the skills that create positive work behaviors and attitudes. Ability to correct problems before they become serious, identify areas for potential problems, and take action to prevent them.

A superior performer displays exemplary work habits and reflects positive work behaviors, presents ideas positively and enthusiastically, encourages and rewards outstanding performance and positive attitudes, and carries out human resources policies in an impartial, unbiased manner. He/she develops preventive and productive systems for recognizing potential problem areas, analyzes the scope and causes of the problem and allocates resources toward creative, cost-effective solutions, and encourages such practices throughout the assigned area of responsibilities.

The *fully competent performer* encourages employees toward achievement and provides positive leadership through attitude and action. He/she anticipates potential problems, provides valuable feedback to employees about the cause and effect of actions, and develops plans to maintain sufficient resources.

Performance needs improvement if the department head/city manager does not direct or influence the activities or attitudes toward achieving results, or displays ineffective work habits. He/she only reacts to problems, or allows minor problems to become major ones before attempting to solve them.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

3. **PROFESSIONAL DEVELOPMENT:** Commitment to developments in the area of responsibilities, the development of effective management techniques, and the pursuit of increased knowledge and awareness of the fundamentals and new developments in the field.

The *superior performer* enthusiastically seeks new ways to increase managerial skills and is committed to remaining up-to-date on trends in his/her area of responsibilities. Active involvement or leadership in professional organizations at the local, state or national level.

The *fully competent performer* applies new developments pertaining to his/her area of responsibilities that clearly benefit the city, and participates in in-service and professional training as part of a professional growth program that benefits the city. Maintains membership in professional organizations.

Performance needs improvement if the department head/city manager seems uninterested or unaware of developments in the field, or does not accept new methods for becoming more effective in his/her area of responsibilities.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

4. **ORGANIZATION COMMITMENT:** Ability to achieve compliance with, and commitment to, the organizational policies, procedures, practices and principles of the profession, and encourages subordinates to work on achieving departmental/organizational goals.

The *superior performer* enthusiastically endorses the organization's goals and objectives, and makes an extra effort to carry out decisions and policies in a manner that promotes organizational values. Encourages management style built on teamwork, and seeks additional responsibility in the interest of meeting organization goals.

The *fully competent performer* demonstrates strong support for organizational values and policies; encourages similar support from staff, and willingly implements decisions and policies; and keeps others in the organization appropriately informed.

Performance needs improvement if the department head/city manager does not fully implement the organization's and policies as determined by the Commission, and/or shows a lack of commitment to the achieving of them.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

5. **COMMUNICATION SKILLS AND POSITIVE INTERPERSONAL RELATIONSHIPS:** Ability to express ideas clearly both orally and in writing; to establish and maintain positive

interpersonal relationships with employees as well as with other managers, citizens, and elected and appointed officials.

The *superior performer* organizes ideas well and is influential and highly effective in conveying the message and its tone. May be required to create reports or make presentations to the Commission, colleagues and citizens. He/she promotes open channels of communication that build mutual trust between employees, peers and managers. Management style is marked by commitment to team building and fairness within the department and the City organization.

The *fully competent performer* expresses ideas and information in a clear and organized manner, and achieves effective two-way exchanges of information. The employee is a good listener and encourages open communications and questions from others. He/she establishes and maintains harmonious and cooperative work relations, and emphasizes team work and good communications that are honest and forthright.

Performer needs improvement if verbal communications create conflict or misunderstanding, or written material is unclear and poorly organized. He/she makes promises beyond his/her scope of authority, or has difficulty remaining unbiased in decision making.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

6. **DECISION MAKING:** Ability to develop strategies and implement decisions that account for individual needs as well as broad organizational perspectives; make quality and fiscally sound decisions; and invite employee involvement in the decision making process.

The *superior performer* envisions innovative solutions to complex problems, maintains a broad point of view regarding the organization and community, and appropriately involves employees in the decision-making process and works with others to identify policy issues for consideration.

The *fully competent performer* exhibits decision making that balances narrow and broad range issues, exhibits financial awareness, considers the long-range implications when determining solutions, regularly provides for employee participation in decision making as needed, and seeks input from others when appropriate.

Performer needs improvement if he/she doesn't consider the effects of his/her decisions on individuals and/or the organization, or allows little or no employee participation in the making of decisions.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

7. **DELEGATION/EMPLOYEE RESPONSIBILITY:** Knowledge of the delegation process and ability to delegate responsibility and authority, and to identify suitable delegation opportunities that increase effectiveness and employee growth. Ability to encourage staff to assume responsibility and accountability for their jobs, while promoting employees' self-direction according to established goals and standards.

The *superior performer* has systematic plans for delegation, makes regular use of delegation as a staff development tool, and achieves employee involvement in the decisions making process by sharing appropriate responsibility and authority. He/she encourages employees towards self-direction, creativity and self-initiated review of their own work, and relies on management principles that hold subordinates accountable for work product.

The *fully competent performer* allows employees input into the decision making process, recognize opportunities for suitable delegation, uses good follow up techniques, and treats employees with respect. He/she encourages employees to review and correct their own work prior to completion, assumes employee accountability when evaluating work results, and makes certain that supervisors appropriately oversee the hiring, training, disciplining and evaluating of employees.

Performer needs improvement if divisional effectiveness is diminished by poor use of delegation, or by extreme over control to the detriment of staff development, and/or if employees are unwilling or unable to accept responsibility for work products.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

8. **ADMINISTRATION:** Ability to manage resources effectively while striving for organizational goals, and accepting responsibility and accountability for the actions of the assigned area.

The *superior performer* audits and evaluates the completion of projects in terms of quality, cost and time frame, and accepts responsibility for the actions and results of subordinates. Practices reflect full knowledge of established policies. Recommends better approaches to provide City services at reduced costs.

The *fully competent performer* maintains effective function of assigned operations and property, is accountable for his/her own actions as well as the smooth functioning of the assigned area within the provision of established policies. Identifies ways to provide services at less cost, prepares budget and administers expenditures according to City guidelines.

Performer needs improvement if he/she makes excuses for poor performance, if administration is inefficient, or if the provisions of established policies and procedures are not applied.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

9. **ETHICS.** Impartiality in the performance of the job, including honesty and objectivity in decision making and communications, capacity to make decisions based on the best interests of the community, and to make realistic commitments within his/her scope of authority.

The *superior performer* functions as an exemplary public employee and inspires and rewards similar behavior in peers, supervisors and other employees.

The *fully competent performer* functions as a responsible public servant by presenting unbiased information and promises to the public, and making realistic commitments to follow through to citizens, Mayor, Commission, peers, fellow employees and others in the private/public sectors with whom the performer interacts. Manages in a professional manner in conformance with federal, state and local laws.

Performer needs improvement if he/she doesn't function as a responsible public servant by making decisions based on the best interests of the community, or by making commitments outside his/her scope of authority.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

10. CITIZEN RESPONSIVENESS. Responsiveness to citizens' actions and attitudes, and to citizen complaints or requests for information and/or action on problems.

The superior performer effectively institutes a policy establishing service to the citizens as a priority, and maintains an efficient policy for handling citizen requests/complaints that promote a favorable image of the City.

The fully competent performer works with staff to improve courtesy, timeliness and helpfulness to citizens, and stresses a positive problem-solving attitude in response to citizen requests/complaints.

Performer needs improvement if he/she ignores or neglect citizen requests/complaints, or allows staff to respond to requests/complaints with less than a courteous, problem-solving attitude.

RATING:



Superior



Fully Competent



Performance Needs Improvement

EXPLANATION/COMMENTS:

MAJOR ACCOMPLISHMENTS: List/describe the major accomplishments of the review period, including unexpected developments that were addressed, as well as any objectives that were not accomplished and cite the reasons.

OVERALL PERFORMANCE RATING;

The *superior performer* will not need improvement in any of the performance factor areas. In most areas, a superior rating was achieved. The superior rating should be reserved for only those employees whose performance clearly exceeds expectations.

The *fully competent performer* may be superior in some areas, but fully competent in most. The fully competent rating should be given to employees whose performance exceeds the minimum standards, but does not clearly exceed all expectations.

The *performer needs improvement* if he/she has not met the performance expectations for the job in the majority of the factors. The needs improvement rating should be given to employees who demonstrate the potential and willingness to improve, but whose current performance is below expectations.

OVERALL RATING FOR THE PERIOD:

- ☐ Superior
- ☐ Fully Competent
- ☐ Performance Needs Improvement

EXPLANATION/COMMENTS:

EMPLOYEE COMMENTS:

Signatures:

Employee

Date

Commission/City Manager

Date

City Manager Performance Evaluation

City of _____

Evaluation period: _____ to _____

Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to _____. The deadline for submitting this performance evaluation is _____. Evaluations will be summarized and included on the agenda for discussion at the work session on _____.

Mayor's Signature

Date

Governing Body Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (usually does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

_____ Diligent and thorough in the discharge of duties, "self-starter"

_____ Exercises good judgment

_____ Displays enthusiasm, cooperation, and will to adapt

_____ Mental and physical stamina appropriate for the position

_____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal _____ $\div 5 =$ _____ score for this category

Initials _____

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government's laws, policies, and ordinances
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

Initials _____

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- _____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

Initials _____

8. SUPERVISION

- _____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by council
- _____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

Initials _____

10. COMMUNITY

- _____ Shares responsibility for addressing the difficult issues facing the city
- _____ Avoids unnecessary controversy
- _____ Cooperates with neighboring communities and the county
- _____ Helps the council address future needs and develop adequate plans to address long term trends
- _____ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? _____

What performance area(s) would you identify as most critical for improvement? _____

Initials _____

What constructive suggestions or assistance can you offer the manager to enhance performance? _____

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _____

Initials _____



St. Augustine Beach Police Department

Daniel Carswell, Chief of Police



Memorandum

TO: Max Royle, City Manager
FROM: Daniel Carswell, Chief of Police
REF: Performance Evaluation
DATE: 7/11/2023

Mr. Royle,

I have reviewed the performance evaluation forms and have no objections to the current form in place titled, Performance Review for Police Chief. Submitted with this memo is my self-evaluation that was requested by the commission.

Thank you.

A handwritten signature in blue ink, which appears to read "Daniel Carswell".

Daniel Carswell, Chief of Police



St. Augustine Beach Police Department

Daniel Carswell, Chief of Police



2023 Performance Evaluation

TO: St. Augustine Beach City Commission
FROM: Daniel Carswell, Chief of Police
REF: 2023 Performance Review
DATE: 7/11/2023

During the February commission meeting, it was requested that a self-evaluation be submitted prior to the completion of my performance evaluation in August. The following is a review of my time serving as Chief of Police (2021-2023) utilizing the categories of the city's Performance Review for Police Chief form.

Law Enforcement/Emergency Services Provided

Since taking over as Chief of Police in 2021, I have ensured that basic law enforcement and emergency services have been provided to the citizens of St. Augustine Beach. Police presence and activity have seen a steady increase over the past three years as our city continues to welcome in more visitors. Per FDOT monitoring site #0329 (located at A1A S/16th Street), average daily vehicle travel along A1A South has increased from 24,540 vehicles per day in 2020 to 26,523 vehicles per day in 2022. Daily beach passes issued at the A Street and Ocean Trace Road booths have increased from a combined total of 27,097 in 2020 to 28,099 in 2022. As the city has welcomed more visitors and added additional residential housing, the SABPD's calls for service have increased.

Three Year Call History

Year	Total Service Calls	Increase
2021	19,043	--
2022	20,364	1,321
2023	9,093	--

**2023 call totals as of July 11, 2023*

I have prepared the agency for emergency situations and developed procedures for response as needed. Officers participate in annual active assailant response training involving realistic scenario-based training to best prepare them in the event of a real incident. In 2023, certification was sent to the state documenting SABPD's compliance with the new mandated requirements passed under HB 543 for training and response to an active assailant.

Ocean rescuc training has been implemented due to the frequent number of water entrics officers are making each year (30 distressed swimmer responses in 2022). Agency instructors who have completed the St. John's County Marine Rescue course conduct annual training designed to teach water entries and rescue carry techniques for law enforecement.

I have coordinated with other state and local law enforcement agencies to provide essential services that are not available from the SABPD. The Florida Department of Law Enforcement (FDLE) has taken over all in custody deaths and officer involved shooting investigations. This removed the St. Johns County Sheriff's Office and ensures an unbiased investigation due to close relationships between the agencies. Our detective has been credentialed by FDLE and works as an active member on their tri-county task force. As a result, the city receives free training opportunities and receives portions of funds seized through operations.

Finance Management

I have managed the police department's operations within the allotted budget approved by the commission and made minimal increases over the past two years.

Three Year Budget History

Year	Approved Budget	Increase
2021	\$2,619,478	--
2022	\$2,661,279	1.5%
2023	\$2,854,058	7.2%

To help offset budget requests, savings for the city have been found through additional funding and grants. In 2021, to help offset agency overtime for beach patrol officers, I negotiated with SJC Beach Services to increase our funding from approximately \$50,000 per year to \$113,000 per year. This funding paid for all beach patrol overtime and helped fund a full-time officer's position on the beach. In July of 2023, I renegotiated with SJC to increase the funding again from \$113,000 to \$200,000 annually. The additional funding will support a third full-time beach patrol officer for at least the next five years.

The police department routinely takes advantage of available grant programs to help offset budget requests (See log below).

Three Year Grant History

Year	Grant	Item(s)	Amount
2021	DOJ Bullet Proof Vest Grant (BVP)	Ballistic Vests	\$7,000/year (avg)
	DOJ Jag C Grant	Interior Access Panels	\$11,000
	FMIT Safety Grant	Exterior Gate Repair	\$1,830
2022	ODMap Grant	Narcam	\$12,000
	DOJ Jag C Grant	Beach ATV	\$13,000
	FMIT Safety Grant	Storage/Rescue Gear/Eye Pro	\$3,509
2023	ODMap Grant	Narcam	\$12,000
	DOJ Jag C Grant	Perimeter Security	\$15,000

Operational Achievements

I have established written policy and procedure for all aspects of the police department's operation. All SABPD policies have been created and/or updated to be in compliance with the Commission for Florida Accreditation's (CFA) guidelines. All existing policies are reviewed and updated annually by staff. During our re-accreditation by CFA in 2021, the agency was found to be 100% in compliance with all applicable accreditation standards.

I have maintained adequate staffing numbers and upheld a high standard of professional policing. When taking over the agency there were several vacant positions. From 2020-2021, nine new officers were hired, to include an Assistant Chief, and Administrative Manager, an Accreditation Manager, a Detective, a Sergeant, an Administrative Assistant, and multiple patrol officers. In order to keep staffing numbers up, the police department's recruiting methods had to be updated. Through the creation of a recruitment team, new recruitment flyers were made, and our agency website was given a complete overhaul to be more accessible. Additionally, the recruitment team started to make regular visits to the academy classes and hold reoccurring open house nights at the police department for interested academy recruits. These new methods have been extremely successful and led to hiring six new recruits from the academy in 2023.

I ensure that all local, state, and federal laws are complied with and that agency members are abiding by agency policy and the law enforcement code of ethics. To hold our officers to a high standard of accountability, the Command Staff meets monthly to review all use of force incidents, vehicle pursuits, and officer involved vehicle crashes. All police officers complete an annual Physical Abilities Test and a physical with a physician. All agency employees are also subject to randomized quarterly drug screenings. Our evidence room specialist conduct, at minimum, a yearly 100% audit of all submitted items, money, drugs, and weapons, which is verified by an outside party.

The department utilizes up-to-date technologies and equipment to achieve maximum operational efficiency. Patrol vehicles are rotated on a 5 year/80,000-mile rotation (identified best practice by the FBINA). In 2021, the agency switched conducted electricity weapons to the Taser 7, replacing the end-of-life Taser X26P. In 2022, the Motorola APX N70 handheld radios were purchased to replace the end-of-life APX 6000's and the interview room audio/surveillance equipment was upgraded. The department has received quotes and is in the early planning stages for Axon body cameras (pending budget approval).

Communication

When meeting with the commission in my one-on-one sessions in 2021, there was an emphasis on maintaining effective communication between the police department, city hall, and the commission. To keep the commission informed of major police involved incidents, email briefings are sent out in a timely manner providing details for all major incidents. Additionally, during major storms or events, I have passed down all pertinent information gathered while attending EOC briefings or county leadership council meetings.

Effective communication with our citizens has been a key to the SABPD's success for many years. To improve upon this level of success, the police department has created the assignment of Social Media/Special

Events supervisor who ensures that the public remains informed of major incidents that may affect them, upcoming events, and noteworthy achievements within the agency.

I have maintained communication with surrounding law enforcement agencies (St. Johns County Sheriff's Office and Fire Rescue, the St. Augustine Police Department) and established new relationships with the Federal Bureau of Investigations, State Attorney's Office, the Florida Department of Law Enforcement, the National Parks Service and the Emergency Operations Center.

Agency Leadership

As the Chief of Police, I provide overall direction and mentorship to the agency. I attend monthly meetings at the Emergency Operations Center and act as the city's representative for county leadership meetings during major events. I attend the Criminal Justice Training Council meetings at the St. Johns River State College Academy, providing training guidance and recommendations to academy staff. I also attend the St. Johns County Public Safety Coordinator Council meetings with Judge Christine to discuss local safety concerns and new programs available to the public.

Since taking this position I have made changes to the standard operation procedures that were sub-standard. The police department's hurricane response procedures needed revision. I created the department's Hurricane Preparedness guide that provides agency leaders with step-by-step guidelines for a uniformed response to an approaching storm and creates a unified multi-agency response with surrounding agencies using the Incident Command System model. This response plan was utilized by SABPD with great success in 2022 during Hurricanes Nicole and Ian. Additionally, security procedures for city meetings were poor, leaving occupants vulnerable. Mandatory security measures were developed and implemented for all city government meetings which included the purchase of a metal detector and stationing a patrol officer at the meeting entrance way.

Operations plans were also changed for the city's largest annual event, Light up the Night. The city's infrastructure was unable to support the previous event and resulted in major traffic congestion, road closures, and safety concerns. This event was scaled back, and an updated operations plan was implemented. This plan was utilized in 2021 and 2022 and resulted in minimal traffic congestion, minimal city overtime due to being able to cut down personnel numbers, and alleviated personnel safety concerns.

The police department has continued with procedures that have been successful in the past. The agency continues to hold bi-monthly, department training where members complete scenario-based training exercises or complete their annual qualifications of basic law enforcement skills. Additionally, SABPD was re-accredited by the Florida Commission of Law Enforcement in 2020 (while I was Interim Chief of Police) and will receive its fourth re-accreditation in 2023. Maintaining accreditation ensures that the department is held to the highest standards in law enforcement and is reviewed every three years for compliance by the CFA.

Personal Achievements

I have set and achieved personal goals to help run the agency more effectively. In 2021, I completed my master's degree in public administration from Barry University, graduating summa cum laude. I also became a member of the Florida Police Chiefs Association (FPCA) and completed the New Chief's training seminar.

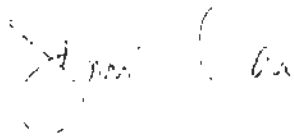
Through the FPCA I attended the annual Summer and Winter conferences to network and learn best practices.

Citizen Relations

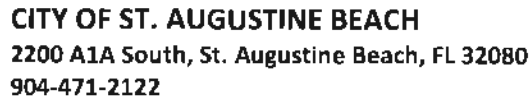
The police department has a long history of positive interaction with the community. That is something I wanted to carry on during my time as Chief. I meet annually with each neighborhood homeowner's association to discuss their concerns and provide information about local programs. The police department also continues to add to its list of annual community events.

SABPD Community Events List

Event	Location/Year
National Night Out	SJC Pier (2021, 2022, 2023)
Ron Parker Ceremony	Ron Parker Park (2021, 2022, 2023)
COA Lawn Mowing	St. Johns County (2021, 2022, 2023)
Christmas with Cops	SABPD (2021, 2022, 2023)
Kilo Presents for Pets	SABPD (2021, 2022, 2023)
Trick or Treat @ PD	SABPD (2021, 2022, 2023)
Coffee w/ a Cop	7-11 and Kookaburra (2021, 2022, 2023)
Donuts w/ Cops	Island Donuts (2022, 2023)
Island Prep School Training	Island Prep (2022, 2023)
Bike Rodeo	City Hall Parking Lot (2022)
Beat the Chief (Betty Griffin 5k)	SAB (2022)
Project Buckle-Up	City Hall (2022)
Cub/Girl Scout Visit	SABPD (2022, 2023)



Daniel Carswell, Chief of Police



Review for:	
Name:	Job Title:
Review Period:	Reviewed By:

Enter annual performance goals. Consider the City operational, financial, leadership, staffing and personal goals based on your role and responsibilities. Briefly describe how results were achieved, support our strategy, and demonstrate the City's strategic goals. You may assign a percentage for each goal with the total adding up to 100 percent.

Description: Provide law enforcement and emergency services for the safety and well-being of residents and citizens. Establish a functional and efficient operational structure which achieves the City's goals. Protect the quality of life desired by St. Augustine Beach residents. Establish emergency preparedness goals and procedures. Coordinate both law enforcement and emergency services with other state and local agencies as needed.

Results/Comments:

Description: Manage City operations within budget, except as authorized by Commission. Advise Commission, as needed, regarding unusual expenses. Prepare and advise commission on annual budget, work with Commission early to establish goals on salary increases, capital expenses, etc. Manage financial needs of the City within established guidelines for similar positioned peer agencies. Advise Commission regarding available grants.

Results/Comments:

City Operational/ Administration Goals

Description: Ensure the City adheres to all federal, state and local laws, rules, and regulations. Establish written policies and procedures for all aspects of City operations and administration. Provide adequate staff training in all departments to achieve these goals and serve the public in a professional manner. Promote an open-door policy to staff concerns and needs. Establish fair and adequate HR policies and procedures. Explore and provide up-to-date technology and equipment to achieve maximum operational efficiency. Maintain the highest standards of professionalism, which may be indicated by maintaining state certifications and satisfactory audit results.

Results/Comments:

Communication Goals

Description: Establish a solid and reliable communication system between City Management, Commissioners and St. Augustine Beach residents, using latest technology and non-technical methods. Ensure communications are available and back-ups in place in emergency situations (e.g. hurricane). Provide frequent information and updates to Commission on City operations. Establish on-going communications and cooperation with St. Johns County Sheriff's department and nearby peer agencies.

Results/Comments:

Leadership Goals

Description: As the Chief Executive Officer of the Police Department, provide overall direction, mentorship and evaluation of managing supervisors. Ensure all supervisors are aware of and comply with all federal, state, and local laws, ordinances and regulations in carrying out their respective duties and responsibilities. Promote community services, encourage satisfactory communications with residents and recommend programs which address the changing needs of the City.

Results/Comments:[illegible]

Personal Goals

Description: Setting and achieving personal goals to continually increase knowledge, productivity, and efficiency. Personal goals should be specific, measurable, and reasonable attainable.

Results/Comments:

Overall Performance Summary

Description: Summarize annual performance relative to annual goals. Describe whether and how effectively results were achieved.

Results/Comments:

Employee Comments:

INTERVIEWER'S SIGNATURE

CITY MANAGER'S SIGNATURE

DATE: _____

CITY MANAGER'S EVALUATION

The City Manager's self-evaluation is in two parts to assist your individual and collective review of his work performance.

The first part could be called "Nuts and Bolts" or basics. These are his duties and responsibilities as listed in the City Manager Position Description (pages CM-5/CM-7 attached) and the duties and responsibilities listed in Section 1-8 (1)-(17) of the City Charter (page CM-8 attached). You will note that the Position Description repeats much of what is in Section 1-8 of the Charter. You can evaluate whether the Manager has satisfactorily done the basics in the past year.

The second part (pages CM-5/CM-9) is the Manager's self-evaluation of his performance in four key categories: personnel, communication, accountability and ethics. The information for this part is provided below.

First, though, for your evaluation of the Manager's work performance, it may be helpful for you to know that the Manager has based his evaluation on two criteria: context and lean staff. The context is that he follows the current best practice of leadership called "servant leadership". According to Wikipedia, "a servant leader shares power, puts the needs of the employees first and helps people develop and perform as highly as possible. Instead of the people working to serve the leader, the leader exists to serve the people." In practice the servant leader works both with and for the employees he supervises.

The focus of servant leadership is on "we", the employees including the manager or director and not on "me", the leader. Thus, the accomplishments of the servant leader aren't his or hers but are the results of a group effort, the collective "we" and "us". The City Manager believes that his work performance is only as good as the performance of his staff who each workday report to him and that the accomplishments are the results of the management team's efforts, the efforts of just the Manager.

The second criterion is the Manager's firm belief and practice that the bureaucracy work best when it is kept lean and flat: no layers of assistants and deputy supervisors, no hierarchical rankings that impede the employees from easily communicating with each other and working together to accomplish tasks.

1. Four Performance Categories for Self-Evaluation

a. Personnel

During the past year, the Manager was involved with three major decisions concerning key personnel. The first was the resignation of the Public Works Director/City Engineer with a month's notice to take a position in the private sector. A search for a replacement was quickly organized, a screening committee

was formed that interviewed the two candidates who met the qualifications and the Manager hired one before the resignation took effect so that the former Director/Engineer could help with the transition.

The second change is that the City Engineer no longer is the Public Works Director because the Manager decided that with a number of key drainage and other projects in the planning or implementation stage, the Engineer needs to concentrate on them, not on managing the Public Works Department.

The third change was succession planning for the Public Works Department. The Assistant Director, a 34-year employee with the Department, was made Director. Because he is due to retire in August 2024, the employee who assisted the former Public Works Director/City Engineer was made Assistant Public Works Director and a person with technical skills was hired to replace him to assist the City Engineer. The Assistant Public Works Director, who began as a maintenance employee in March 2013 with the Department and has a university degree, will assume the Director's position and will, with the Manager, hire a new Assistant Director later in 2024.

Otherwise, there were no other major personnel matters, issues or problems during the past year.

b. Communication

The City Manager regards as a key responsibility communication with the citizens, the Mayor and Commissioners, the City Attorney, other City employees and individuals with other agencies, be they governmental or in the private sector. To fulfill that responsibility, the Manager:

- Responds as soon as he can to emails and phone calls and requests for information, help, etc., from citizens and Commissioners.
- Communicates by email, phone or in person with County and other city officials on matters or problems of mutual concern.
- Writes each month two reports to keep the Commission and the citizens informed and to track the progress of major projects and activities being done by the City. Certain department heads, such as the Finance Director and City Engineer, make major contributions to the reports. The Police Chief each month provides a summary of his department's activities.
- Provides to the Commission a summary of the monthly financial report that the Finance Director prepares each month.
- Makes certain each month that the material for Commission meetings is prepared and distributed in advance of the meetings, and often writes major reports for certain topics that are on the agenda and is the presenter of the topics at the meetings. The City Clerk and administrative assistant help with the preparation distribution.
- Writes an article that is often about City matters for the City's e-newsletter and the print edition of a monthly local newspaper that's mailed to City residents.

- When requested, appears at homeowner association and Civic Association meetings to provide updates on City matters.
- During the Florida legislative session, regularly monitors proposed legislation to alert the Commission of any bills that seem likely to pass and could affect City operations.
- Though he has no operational authority over the Police Department, when the Manager comes across any information that could affect the department he forwards it to the Police Chief.
- Unless he is in a meeting, residents can meet him without an appointment at his office to discuss problems or complaints.

Equally important is the Manager's communication with his staff. Monthly staff meetings are held and the Manager is usually available without a scheduled appointment to meet with individual staff members during the work week to discuss projects or problems for which action may be needed.

One communication problem during the past year concerned the fiber optic installation project in the Sea Grove subdivision. The residents said they were unaware of the project, though the company was supposed to notify the residents in advance of when it would be working on a particular street. As soon as he was informed of the problem, the Manager asked the company to notify the residents and he responded quickly to residents' questions about what the company was doing, the locations of street rights-of-way and who gave the company permission to work in the City.

c. Accountability

This is a best practice that the Manager consistently follows, to ensure that what the City says it will do, it actually does, and to ensure that there is follow up on citizen complaints and/or requests for help or information. Accountability helps to maintain a high quality of life in the City and confidence of the citizens in their City government.

There are two major parts for effective accountability. First, the Manager notes during his frequent walks or bicycle rides around the City any problems, such as potholes, non-functioning streetlights, vegetation obscuring regulatory signs, trees along City streets that could be a hazard to drivers and pedestrians and so on. Problems noted are reported to the appropriate department. If not corrected within a reasonable time, the Manager reminds the department head that follow up is overdue and checks to make certain the problem has been corrected.

Second, residents or Commissioners report problems. These are forwarded to the responsible department head for action, and if needed, the Manager does follow up to make certain corrective action has been taken.

d. Ethics

Because of its importance, this topic should be part of any city manager's evaluation. When a manager doesn't adhere every day to ethical conduct in his public and personal life, all the best practices and credentials related to leadership skills, personnel management, etc., mean nothing because they are built on a shoddy foundation that will eventually crumble from rot and bring disrepute to the manager and the city. While it may seem so self-evident that no manager in this age of forever-snooping social

media would behave unethically, unfortunately during any year there are glaring instances of managers in cities around the nation behaving unethically for such reasons as greed for money and/or power, or even for romance, as when a manager has a romantic relationship with an employee.

Your City Manager yearly takes the Florida League of Cities' four-hour ethics and open records class, is a member of the International City/County Managers Association (ICMA) and follows its Code of Ethics and reads whenever they appear articles about ethical best practices and ethical lapses by managers in other cities and counties so that he can learn from them. ICMA enforces its Code and takes action against managers who have committed unethical acts. The actions range from a simple reprimand to censure to expulsion, temporary or permanent, from the organization. ICMA's decisions are published in its newsletter for all its members to read.

The City Manager also requires ethical behavior by members of his staff. Fortunately, it's been a number of years since the Manager has had to deal with a staff member who was ethically challenged.

To the City Manager's knowledge, he has committed no ethics violations in the past year.

POSITION DESCRIPTION

<u>POSITION TITLE:</u>	City Manager
<u>DEPARTMENT:</u>	Executive
<u>REPORTS TO:</u>	City Commission
<u>EXEMPTION STATUS:</u>	Exempt

MAJOR FUNCTIONS:

The City Manager is appointed by the City Commission and serves at its pleasure. This is a salaried position. The City Manager is the City's chief executive officer for all City Departments, except the Police Department. He or she has overall responsibility for budgeting, personnel administration, the carrying out of policies and goals as directed by the City Commission, and ensuring through the departments under his or her direction that City services are provided to the public in efficient and productive ways. The City Manager is required to adhere to the Code of Ethics of the International City/County Management Association.

The City Manager shall maintain close coordination with the Police Chief to ensure appropriate mutual support in routine operations and to provide specific administrative and financial support for the Police Department.

DUTIES AND RESPONSIBILITIES:

1. Submit to the Commission the City's annual budget in accordance with Commission-approved procedures.
2. Submit monthly to the Commission a report that will show the revenues and expenditures of the City's current fiscal year budget as of the end of the previous month.
3. Provide monthly to the Commission an update report on City projects, land development proposals and other topics.
4. Prepare the agenda and supporting material for all regular, special and workshop Commission meetings, and through his or her staff, provide administrative support for the Commission.
5. Attend and participate in all Commission meetings and other City meetings as required. Provide staff support for Commission-authorized boards, committees and subcommittees. Ensure that all meetings are properly advertised and that minutes are duly recorded, approved and filed in accordance with legal requirements
6. Write or assist with the writing of grant applications for Commission-approved projects.

7. Sign contracts and other documents as authorized by the Commission.
8. Hire employees on the basis of ability, qualifications and/or demonstrated competence to do the work required by the position. When necessary, suspend, demote or fire employees in accordance with the provisions of the City's Personnel Manual.
9. Carry out the regulations and provisions of the Personnel Manual to ensure fair treatment of employees in the departments for which the City Manager is responsible.
11. Encourage and provide opportunities for employees to obtain training related to their respective jobs and for employees to maintain their competence in technical fields.
11. Hold department heads accountable for the efficient management of their respective departments.
12. Respond promptly to citizens' requests for help, their complaints, and their suggestions for improvements to City operations.
13. When possible, attend public events and meetings in the City sponsored by non-profit groups and civic organizations.
14. Write articles as needed for local newspapers.
15. Work with employees of other governmental agencies on matters that concern St. Augustine Beach, and attend County Commission meetings when topics concerning the City are to be discussed and when City work responsibilities allow.
16. Maintain membership in professional association(s), and use the resources of such associations to learn new management practices. Stay informed through various sources of information and activities that may affect the City.
17. Perform other duties as required by the City Charter, the Personnel Manual, ordinances, regulations and policies.

MINIMUM QUALIFICATIONS:

BA in public/business administration; MA preferred; 5-7 years of experience as a City Manager or Assistant City Manager; experience in governmental budgeting, financial management personnel management and capital improvement planning, as well as land use and long-range planning; superior written and verbal communication skills, including grant writing experience; current Florida driver's license.

PHYSICAL QUALIFICATIONS:

Have the manual dexterity to operate the equipment and machines required to carry out

responsibilities and assigned tasks. Ability to speak standard English clearly to the public and to other employees, either in person or over the telephone.

sion for the management of all city affairs placed in the manager's charge by or under the charter. The city manager shall:

- (1) Appoint and suspend or remove all city employees and appointive administrative officers provided for, by, or under this Charter, except as otherwise provided by law, this Charter, or personnel rules adopted pursuant to this Charter. The city manager may authorize any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;
- (2) Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this Charter or by law;
- (3) Assure that a written annual evaluation is conducted on all employees subject to the manager's direction and supervision. The manager may delegate performance of the evaluations to personnel at the appropriate supervisory level;
- (4) Attend all city commission meetings. The city manager shall have the right to take part in discussion, but shall not vote;
- (5) See that all laws, provisions of this Charter, and acts of the city commission, subject to enforcement by the city manager or by officers subject to the manager's direction and supervision, are faithfully executed;
- (6) Prepare and submit the annual budget and capital program to the city commission and implement the final budget approved by the commission to achieve the goals of the city;
- (7) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
- (8) Make such other reports as the city commission may require concerning operations;
- (9) Keep the city commission fully advised as to the financial condition and future needs of the city;
- (10) Countersign all contracts made on behalf of the city or to which the city is a party;
- (11) Countersign all bonds, certificates, or other evidences of indebtedness of the city and keep an accurate account thereof;
- (12) Make recommendations to the city commission concerning the affairs of the city and facilitate the work of the city commission in developing policy;
- (13) Provide staff support services for the mayor and commissioners;
- (14) Assist the commission to develop long term goals for the city and strategies to implement these goals;
- (15) Encourage and provide staff support for regional and intergovernmental cooperation;
- (16) Promote partnerships among the commission, staff, and citizens in developing public policy and building a sense of community; and
- (17) Perform such other duties as are specified in this Charter or may be required by the city commission.

Neither the commission nor any of its members shall dictate the appointment of any person to office or employment by the city manager or in any manner prevent the city manager from exercising his/her own judgment in selecting the personnel of his/her administration.

Acting City Manager By letter filed with the city clerk, the city manager shall designate a city officer or employee to exercise the powers and perform the duties of city manager during the manager's temporary absence or disability; the city commission may revoke such designation at any time and appoint another qualified person to serve until the city manager returns.

(Laws of Fla., Ch. 59-1790, § 7; Laws of Fla., Ch. 78-607, §§ 1, 2; Ord. No. 207, § 1, 12-4-83; Ord. No. 04-02, §§ 19—22, 4-5-04; Ord. No. 14-01, §§ 17, 19, 6-9-14)

**BOARD AND DEPARTMENTAL REPORT FOR CITY COMMISSION MEETING
AUGUST 7, 2023**

CODE ENFORCEMENT/BUILDING/ZONING

Please see pages 1-18.

COMPREHENSIVE PLANNING AND ZONING BOARD

The minutes of the Board's June 20, 2023, meeting are attached as pages 19-48.

SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE

The minutes of the Committee's June 8, 2023, meeting will be provided with this report for the Commission's September 10th meeting. Ms. Sandra Krempasky, the Committee's Chair, has provided a summary of the matters discussed at the Committee's July 13, 2023, meeting. It is attached as pages 49-50.

POLICE DEPARTMENT

Please see page 51.

FINANCE DEPARTMENT

Please see page 52. An update of spending from American Rescue Plan Act money is attached as pages 53-54.

PUBLIC WORKS/ENGINEERING DEPARTMENT

Please see pages 55-60.

CITY MANAGER

1. Complaints

A. Potholes

A 15th Street resident asked that the potholes at the corner of his street and the Boulevard be repaired. He also listed potholes on 11th Street by the entrance to the Raintree subdivision, and on 16th Street west of Mickler Boulevard. His requests were forwarded to the Public Works Director.

B. Build Up of Sand on Boardwalk

A Versaggi Drive resident asked that the wind-blown sand be removed from the beach boardwalk at the east of the Drive. Her request was forwarded to the Public Works Director, who responded that any sand removed will be replaced by more wind-blown sand.

C. Possible Illegal Transient Rental

The complaint about a house on 3rd Street being rented for short intervals was forwarded to the Code Enforcement Division. The Code Enforcement Board held a hearing on June 28, 2023, and told the owner to cease and desist and that a violation in the future could result in an emergency meeting of the Code Enforcement Board and a fine.

D. Speed Control

A Sea Grove property owner asked about installing a speed bump or hump on the main street into the subdivision. The City Clerk sent to her the City's policy concerning the installation of such speed control devices.

E. Vegetation Concealing Stop Sign

The stop sign is for an alley intersecting A1A Beach Boulevard. The citizen's request that the vegetation be trimmed to make the sign visible was forwarded to the Public Works Department, which found that both the stop sign and the vegetation were on private property.

2. Major Projects

A. Road/Sidewalk Improvements

1) Opening 2nd Street West of 2nd Avenue

For update, please see page 60 (attached) of the Engineering/Public Works Report.

2) Paving 13th Lane

A 12th Street resident has asked that the City pave 13th Lane, a dirt alley between A1A Beach Boulevard and the beach. City staff is checking whether the alley has been vacated and where its boundaries are, as owners of adjacent properties may have put a fence in it. If the alley can be paved, the project will be made part of the City's five-year capital improvements plan.

3) Paving West End of 7th Street

Residents have requested this project. It will be included as part of drainage improvements for the west end of 7th, 8th and 9th streets.

B. Beach Matters

1) Off-Beach Parking

At this time, the only parking project is improvements to the two parkettes on the west side of A1A Beach Boulevard between A and 1st Streets. The City Commission appropriated \$45,000 in the Fiscal Year 2022 budget for this project. The Public Works Director selected a consultant from the County's list of civil engineering consultants. The consultant, the Matthews Design Group, is now doing the design work. Money for the improved parking area will come from American Rescue Plan Act funds. At the

Commission's July 11, 2022, meeting, Matthews provided an update report on the design. The Commission selected the second option: Vehicles will enter the parking area from 1st Street and exit it to the Boulevard near A Street. The conceptual design is complete; work on permits is underway; construction will be done in the winter of 2023-24.

There is no discussion at this time concerning paid parking anywhere in the City.

2) Beach Restoration

The project will begin in December 2023 and be completed by the end of June 2024. The Corps of Engineers will provide an update report to the City Commission at its August 7th meeting.

C. Parks

1) Ocean Hammock Park

This Park is located on the east side of A1A Beach Boulevard between the Bermuda Run and Sea Colony subdivisions. It was originally part of an 18-acre vacant tract. Two acres were given to the City by the original owners for conservation purposes and where the boardwalk to the beach is now located. The City purchased 11.5 acres in 2009 for \$5,380,000 and received a Florida Communities Trust grant to reimburse it for part of the purchase price. The remaining 4.5 acres were left in private ownership. In 2015, The Trust for Public Land purchased the 4.5 acres for the appraised value of \$4.5 million. The City gave the Trust a down payment of \$1,000,000. Thanks to a grant application prepared by the City's Chief Financial Officer at the time, Ms. Melissa Burns, and to the presentation by then-Mayor Rich O'Brien at a Florida Communities Trust board meeting in February 2017, the City was awarded \$1.5 million from the state to help it pay for the remaining debt to The Trust for Public Land. The City received a check for \$1.5 million in October 2018. For the remaining amount owed to The Trust for Public Land, the Commission at public hearings in September 2018 raised the voter-approved property tax debt millage to half a mill.

A condition of the two grants is that the City implement a management plan that has such improvements as restrooms, trails, a pavilion and information signs. The Public Works Director applied to the state for a Florida Recreation Development Assistance Program grant to pay half the costs of the restrooms, which the City received. At its March 7, 2022, meeting, the City Commission approved the Public Works Director's recommendation that the one bid received to construct the restrooms be rejected because of its very high price and authorized negotiating with the bidder to lower the cost. As these negotiations did not result in significant savings, the Director decided to purchase prefabricated restrooms. He showed a photo of the restrooms to the Commission at its April 4th and May 2nd meetings. The Commission approved the restrooms, which were delivered in May 2023. Water, sewer and electrical connections to them have been done.

Also, to implement the management plan, the City applied for funding from a state grant and for a Federal grant from the National Oceanic and Atmospheric Administration. The Public Works Director's master plan for improvements to the Park was reviewed by the City Commission at its October 5, 2020, regular meeting. The design and permitting work for the interior park improvements (observation deck and central trail) was done. One bid was received by the deadline of May 23, 2023. As the bid was \$826,210, far higher than the \$90,000 that was appropriated for the project, the Commission at its June 5th meeting rejected the bid.

The Commission also at the June 5th meeting directed the City Manager to ask the Florida Communities Trust, the agency that provided the original grants to purchase the property, whether it would approve deleting all or some of projects required by the park management plan. These include an observation deck, central trail, picnic pavilion, children's playscape, signage and secondary trails. The Manager's letter has been sent to the Florida Communities Trust.

2) Hammock Dunes Park

This 6.1-acre park is on the west side of A1A Beach Boulevard between the shopping plaza and the Whispering Oaks subdivision. At this time, the City does not have the money to develop any trails or other amenities in the Park. Unlike Ocean Hammock Park, there is no management plan for Hammock Dunes Park. A park plan will need to be developed with the help of residents and money to make the Park accessible to the public may come from park impact fees or other sources. At its May 2, 2022, meeting, the City Commission approved the City Manager writing a Request for Qualifications for a park planner to prepare a plan for improvements to Hammock Dunes Park. The City Commission at its June 6, 2022, meeting approved the wording for a Request for Qualifications (RFQ) from park planners. However, because other projects, especially drainage ones, require attention, advertising the RFQ has been delayed.

3. Finance and Budget

A. Fiscal Year 2023

Fiscal Year 2023 began on October 1, 2022, and will end September 30, 2023. June 30, 2023, marked the end of three fourths of FY 23. As of that date, the City had received \$7,719,416 for the General Fund, or 73.2% of the total projected to be received from the entire fiscal year, and had spent \$6,361,726, or 60.3% of the projected expenditures. The surplus of revenues over expenditures was \$1,357,690. As of June 30, 2023, the total provided by property taxes, the City's major source of revenue, was \$4,067,553 or 98% of the amount projected to be received from this source for the entire fiscal year. The current surplus of revenues over expenditures provides a cushion for the remaining months of the fiscal year when income from property taxes usually declines.

B. Alternative Revenue Sources

In response to the City Commission's request that the administration suggest potential sources of revenue to fund City operations, the Public Works Director has proposed a stormwater utility fee. The Commission discussed this proposal at two meetings in 2021 and decided not to authorize the staff to proceed to the next step in the process to adopt the fee in the future. However, at its October 3, 2022, meeting, the Commission decided to hold a public hearing on November 14, 2022, concerning the fee, and at that meeting approved a resolution stating the City's intent to adopt a non-ad valorem assessment for a stormwater fee. The next step will be to adopt a range for the fee. The Public Works Director presented an ordinance to the Commission at its February 6th. The Commission passed the ordinance on final reading at their March 6th meeting but did not approve a budget resolution to appropriate \$13,790 for a civil engineering consultant to digitize impervious surfaces of residences and businesses in the City for determining an equivalent residential charge. The Commission asked that City staff work on preparing the information for a residential charge. Money will be requested in the FY 24 budget for a consultant to develop a range of fees.

4. Miscellaneous

A. Permits for Upcoming Events

In July, the City Manager approved permits for the following events: a) Locals Beach Clean Up on July 15th; b) Good News Church Student Ministry Beach Event on August 2; and c) the following City-sponsored events: Full Moon Luau on October 28th, Beach Walk on November 25th, Surf Illumination on December 2nd, the Holiday Market on December 9th, and the New Year's Eve Fireworks Show on December 31st.

B. Vision Plan

At its March 6, 2023, meeting, the Commission approved the Vision Plan. At its June 5th meeting, the Commission discussed having a workshop, perhaps in October, with a Smart City consultant and members of the Planning Board and the Sustainability and Environmental Planning Advisory Committee.

C. Former City Hall/Hotel Property

On Wednesday, March 23, 2022, the City Commission held a workshop to discuss possible uses for the former city hall, which is located on the south side of pier park. Ms. Christina Parrish Stone, Executive Director of the St. Johns Cultural Council, informed the Commission that the City had received \$500,000 historic grant to renovate windows and do other work to the building and a \$25,000 grant for interpretative signage to commemorate the wade-in that occurred during the civil rights demonstrations in the early 1960s to desegregate the beach. The outcome of the workshop was that the building would be renovated for use as an arts center with the second floor restored for artists' studios and possibly a small museum. The status of the grants to do is:

\$500,000 Division of Historical Resources, Florida Department of State: Thus far, \$110,252 has been spent on window replacement, roof repair, heating/air conditioning repair and replacement, repair of access to second floor, the balcony and exterior columns.

\$25,000, National Trust for Historic Preservation: Funds have been spent for visual displays to commemorate the efforts to desegregate the beach. Displays will be mounted to the exterior columns.

In addition, there's a \$50,000 National Park Service grant for an interactive exhibition panel that will be put in the new lobby of the building once it is finished.

In mid-June 2023, Ms. Parrish-Stone informed the City that the state had approved the construction documents for improvements to the former city hall, and that the Cultural Council's architect is finalizing the bid documents, which will then be advertised. It likely will take 30 days for the Council to receive bids, and an additional 60 days to review them and approve one. Construction will likely begin before the end of September 2023. She will provide a report at the Commission's October 2nd meeting.

COSAB NEW SFR CONSTRUCTION LIST

Application Id	Property Location	Permit No	Work Type	Issue Date	Description	User Code 1
3897	15 SABOR DE SAL RD	P2200622	SFR-D	3/7/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4186	13 13TH LN	P2200376	SFR-D	1/24/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4634	301 S FOREST DUNE DR	P2201349	SFR-D	8/2/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4665	171 RIDGEWAY RD	P2200670	SFR-D	3/10/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4723	282 RIDGEWAY RD	P2200346	SFR-D	1/3/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4828	106 F ST	P2200648	SFR-D	3/31/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4894	107 E ST	P2201127	SFR-D	6/7/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5016	103 WHISPERING OAKS CIR	P2200667	SFR-D	3/10/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5018	507 F ST	P2201176	SFR-D	6/15/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5145	1101 LAUGHING GULL LN	P2200769	SFR-D	3/30/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
5193	937 DEER HAMMOCK CIR	P2200808	SFR-D	4/6/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5256	109 8TH ST	P2200851	SFR-D	4/19/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
5346	5 15TH ST	P2201519	SFR-D	9/1/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5370	9 11TH ST	P2300307	SFR-D	12/15/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5470	386 OCEAN FOREST DR	P2201087	SFR-D	5/25/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5569	9 13TH ST	P2300640	SFR-D	2/22/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
5570	7 13TH ST	P2300643	SFR-D	2/22/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
5587	14 6TH ST	P2300483	SFR-D	2/2/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5592	110 7TH ST	P2201120	SFR-D	6/1/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
5644	399 OCEAN FOREST DR	P2201148	SFR-D	6/16/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5666	105 KINGS QUARRY LN	P2201335	SFR-D	7/26/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5724	254 RIDGEWAY RD	P2201288	SFR-D	7/12/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5851	12 2ND ST	P2300674	SFR-D	3/1/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5889	2 C ST	P2300588	SFR-D	2/13/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6076	16 5TH ST	P2300034	SFR-D	10/7/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6122	884 OCEAN PALM WAY	P2300322	SFR-D	12/13/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6356	1105 LAUGHING GULL LN	P2300216	SFR-D	11/16/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6484	454 OCEAN FOREST DR	P2300371	SFR-D	1/3/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6518	509 B ST	P2300369	SFR-D	1/18/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6548	16 LINDA MAR DR	P2300883	SFR-D	4/11/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6585	9 10TH ST	P2301090	SFR-D	5/25/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6816	372 RIDGEWAY RD	P2300781	SFR-D	3/22/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6837	113 5TH ST	P2300766	SFR-D	3/21/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
6838	117 5th st	P2300769	SFR-D	3/21/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
7091	413 C ST	P2301106	SFR-D	5/26/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7129	131 15TH ST	P2301109	SFR-D	5/26/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7568	129 14TH ST	P2301338	SFR-D	7/21/2023	NEW SINGLE FAMILY RESIDENCE-BUILDINGGOLD PERMIT : P2101217 - 3176	RES

COSAB COMMERCIAL CONSTRUCTION LIST

Application Id	Property Location	Permit No	Work Type	Issue Date	Description	User Code 1
6073	301 A1A BEACH BLVD	P2300115	COM BUILD OUT	10/21/2022	COMMERCIAL BUILDING ALT. -- INTERIOR OFFICE RENOVATION & CHANGE OF USE	COM
6597	950 A1A BEACH BLVD	P2300822	COMMERCIAL NEW	3/27/2023	NEW COMMERCIAL BUILDING -- NEW PUBLIC RESTROOM - UTILITY	COM
7205	711 A1A BEACH BLVD, UNIT A	P2301149	COM BUILD OUT	6/8/2023	COMMERICAL ALTERATION -- INTERIOR TENANT BUILDOUT	COM

Application Id Range: First to Last

Issue Date Range: First to 07/26/23

Expiration Date Range: First to 09/19/25

Applied For: N Open: Y

Application Date Range: First to 07/26/23

Use Type Range: First to Last

Hold: N

Building Code Range: BUILDING to BUILDING

Contractor Range: First to Last

Completed: N

Work Type Range: COM ADDITION to COMMERCIAL NEW

User Code Range: First to Last

Denied: N

Void: N

Customer Range: First to Last

Inc Permits With Permit No: Yes

Inc Permits With Certificate: Yes

Waived Fee Status to Include: None: Y

All: Y

User Selected: Y

COSAB FY'23 TREE INSPECTIONS

Application Id	Property Location	Work Type	Issue Date	Description
6216	402 B ST	TREE REMOVAL	10/13/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6389	134 13TH ST	TREE REMOVAL	11/21/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6404	6 MICKLER BLVD	TREE REMOVAL	11/17/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6587	202 AZALEA AVE	TREE REMOVAL	1/9/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
6763	609 MARIPOSA ST	TREE REMOVAL	2/14/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7203	4 N TRIDENT PL	TREE REMOVAL	5/4/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7204	6 N TRIDENT PL	TREE REMOVAL	5/4/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7288	508 WEEPING WILLOW LN	TREE REMOVAL	5/19/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7367	10 COQUINA BLVD	TREE REMOVAL	6/12/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7482	471 HIGH TIDE DR	TREE REMOVAL	7/6/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7579	78 WILLOW DR	TREE REMOVAL	7/24/2023	RESIDENTIAL-TREE REMOVAL INSPECTION

Application Id Range: First to Last

Issue Date Range: 10/01/22 to 07/26/23

Application Date Range: First to 07/26/23

Building Code Range: TREE to TREE

Work Type Range: First to Last

Expiration Date Range: First to 09/19/25

Use Type Range: First to Last

Contractor Range: First to Last

User Code Range: First to Last

Void: N

Applied For: Y Open: Y

Hold: N

Completed: Y

Denied: N

Customer Range: First to Last

Inc Permits With Permit No: Yes

Inc Permits With Certificate: Yes

Waived Fee Status to Include: None: Y

All: Y

User Selected: Y

COSAB FY'23 ZONING REPORT

Application Id	Parcel Id	Property Location	Building Code	Activity Type	Inspector	Date	Status
5698	1697200120	211 2ND ST	ZONING	Z-VACATE ALLEY	BONNIE M	9/12/2022	APPROVED
6119	1711000000	201 B ST	ZONING	Z-VARIANCE	BONNIE M	10/18/2022	APPROVED
6133	1725610250	103 WHISPERING OAKS CIR	ZONING	Z-VARIANCE	BONNIE M	10/18/2022	APPROVED
6527	1725610380	224 BIG MAGNOLIA CT	ZONING	Z-VARIANCE	BONNIE M	1/17/2023	APPROVED
6528	1725610380	224 BIG MAGNOLIA CT	ZONING	Z-TREE REMOVAL	BONNIE M	1/17/2023	APPROVED
6635	1742000020	1097 A1A Beach Blvd	ZONING	Z-COND USE	BONNIE M	3/21/2023	APPROVED
6646	1629640310	1020 SALTWATER CIR	ZONING	Z-VARIANCE	BONNIE M	3/21/2023	APPROVED
6818	1705900000	711 A1A BEACH BLVD, UNIT A	ZONING	Z-COND USE	BONNIE M	3/21/2023	APPROVED
6973	1669500000	607 11TH ST	ZONING	Z-VARIANCE	JENNIFER	4/18/2023	APPROVED
6980	1748500000	4000 A1A SOUTH	ZONING	Z-COND USE	JENNIFER	4/18/2023	APPROVED
6992	1629630002	SEA GROVE MAIN ST	ZONING	Z-VARIANCE	JENNIFER	4/18/2023	APPROVED
6996	1691500000	541 A1A BEACH BLVD	ZONING	Z-VARIANCE	JENNIFER	4/18/2023	OPEN
7103	1693400000	647 A1A BEACH BLVD	ZONING	Z-COND USE	BONNIE M	5/16/2023	APPROVED
7108	1630700000	361 A1A BEACH BLVD	ZONING	Z-VARIANCE	BONNIE M	5/16/2023	DENIED
7109	1630700000	361 A1A BEACH BLVD	ZONING	Z-COND USE	BONNIE M	5/16/2023	DENIED
7183	1676200000	7 15TH ST	ZONING	Z-VARIANCE	BONNIE M	6/20/2023	APPROVED
7254	1709100010	VACANT	ZONING	Z-MIXED USE	BONNIE M	7/18/2023	APPROVED
7263	1632300000	13 OAK RD	ZONING	Z-VARIANCE	BONNIE M	6/20/2023	APPROVED
7266	1742000020	1033 A1A Beach Blvd	ZONING	Z-CONCEPT REV	BONNIE M	6/20/2023	PERFORMED
7267	1742000020	1001 A1A Beach Blvd	ZONING	Z-VARIANCE	BONNIE M	6/20/2023	APPROVED
7290	1690500000	18 A ST	ZONING	Z-COND USE	BONNIE M	7/18/2023	APPROVED
7416	1703900000	14 D ST	ZONING	Z-COND USE	BONNIE M	7/18/2023	APPROVED
7416	1703900000	14 D ST	ZONING	Z-COND USE		8/7/2023	OPEN
7542	1717700000	400 E ST	ZONING	Z-VARIANCE		8/15/2023	OPEN
7543	1629610070	508 WEEPING WILLOW LN	ZONING	Z-VARIANCE		8/15/2023	OPEN

Application Id Range: First to Last

Range of Building Codes: ZONING to ZONING

Activity Date Range: 09/01/22 to 10/12/23 Activity Type Range: Z-APPEAL to Z-VARIANCE

Inspector Id Range: First to Last

Included Activity Types: Both

Sent Letter: Y

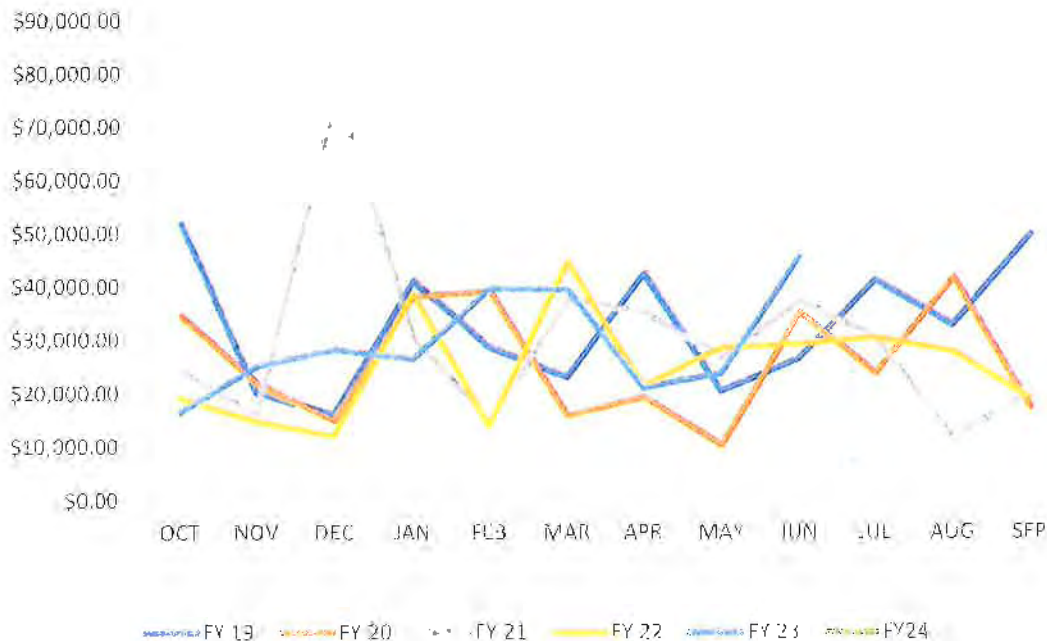


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

BUILDING PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY24
OCT	\$51,655.01	\$34,277.62	\$24,139.90	\$19,160.96	\$16,521.84	
NOV	\$20,192.42	\$21,844.58	\$15,910.52	\$14,923.51	\$25,004.85	
DEC	\$16,104.22	\$14,818.54	\$76,639.68	\$12,110.85	\$28,106.15	
JAN	\$40,915.31	\$37,993.58	\$30,011.51	\$38,549.15	\$26,335.25	
FEB	\$28,526.70	\$38,761.13	\$14,706.76	\$13,916.49	\$39,494.58	
MAR	\$22,978.53	\$15,666.80	\$37,447.22	\$44,664.15	\$39,382.43	
APR	\$42,292.91	\$19,092.61	\$34,884.49	\$21,386.72	\$20,942.21	
MAY	\$20,391.12	\$10,194.02	\$26,753.41	\$28,447.01	\$23,749.96	
JUN	\$26,445.26	\$34,939.40	\$37,149.19	\$29,198.87	\$45,490.59	
JUL	\$41,120.86	\$23,555.36	\$30,368.01	\$30,368.57		
AUG	\$32,714.82	\$41,455.38	\$11,236.89	\$27,845.37		
SEP	\$49,543.66	\$17,169.56	\$20,329.54	\$19,118.87		
TOTAL	\$392,880.82	\$309,768.58	\$359,577.12	\$299,690.52	\$265,027.86	\$0.00

BUILDING PERMIT FEE REPORT



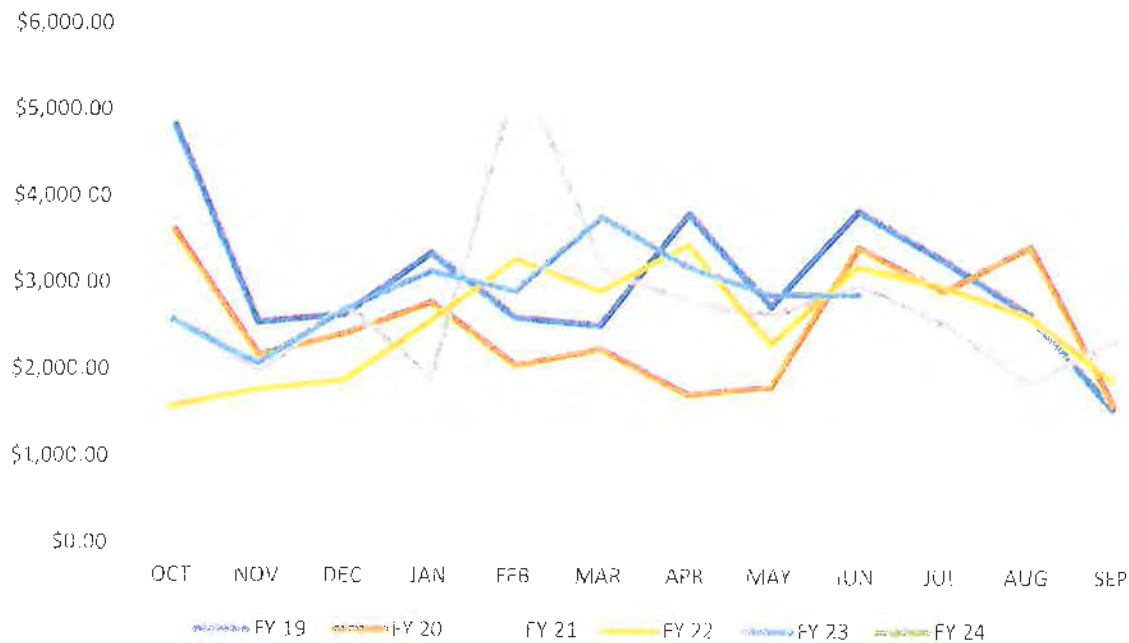


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

MECHANICAL PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT	\$4,819.09	\$3,593.67	\$2,574.62	\$1,575.00	\$2,565.54	
NOV	\$2,541.44	\$2,160.00	\$1,963.00	\$1,771.00	\$2,073.09	
DEC	\$2,633.64	\$2,409.62	\$2,738.04	\$1,880.00	\$2,693.06	
JAN	\$3,338.69	\$2,768.47	\$1,891.99	\$2,563.12	\$3,133.88	
FEB	\$2,601.00	\$2,044.08	\$5,505.00	\$3,274.80	\$2,911.21	
MAR	\$2,515.33	\$2,237.73	\$3,163.00	\$2,908.99	\$3,771.39	
APR	\$3,801.26	\$1,716.00	\$2,784.79	\$3,452.30	\$3,193.98	
MAY	\$2,736.33	\$1,809.00	\$2,637.52	\$2,308.40	\$2,875.00	
JUN	\$3,844.54	\$3,417.00	\$2,978.00	\$3,204.70	\$2,885.20	
JUL	\$3,286.00	\$2,917.93	\$2,535.39	\$2,981.26		
AUG	\$2,663.49	\$3,430.11	\$1,870.49	\$2,642.88		
SEP	\$1,579.42	\$1,621.00	\$2,352.24	\$1,902.57		
TOTAL	\$36,360.23	\$30,124.61	\$32,994.08	\$30,465.02	\$26,102.35	\$0.00

MECHANICAL PERMIT FEE REPORT



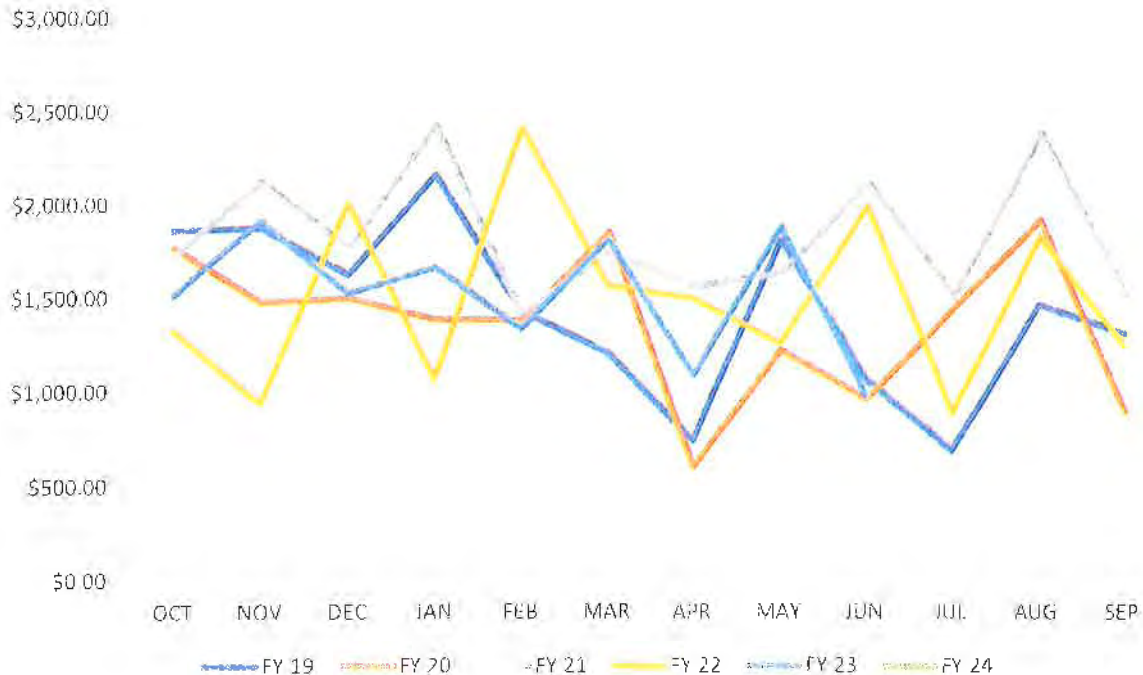


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

ELECTRICAL PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT	\$1,860.32	\$1,765.00	\$1,718.00	\$1,330.00	\$1,510.00	
NOV	\$1,872.66	\$1,475.00	\$2,115.00	\$940.00	\$1,910.00	
DEC	\$1,622.32	\$1,495.00	\$1,770.00	\$2,005.00	\$1,523.00	
JAN	\$2,151.66	\$1,380.00	\$2,418.00	\$1,065.00	\$1,660.00	
FEB	\$1,425.32	\$1,375.00	\$1,413.00	\$2,405.00	\$1,335.00	
MAR	\$1,203.33	\$1,843.00	\$1,740.00	\$1,565.00	\$1,810.00	
APR	\$743.00	\$600.00	\$1,553.00	\$1,495.00	\$1,085.00	
MAY	\$1,805.00	\$1,215.00	\$1,628.00	\$1,255.00	\$1,875.00	
JUN	\$1,065.00	\$955.00	\$2,108.00	\$1,985.50	\$980.00	
JUL	\$690.00	\$1,443.00	\$1,505.00	\$885.00		
AUG	\$1,460.00	\$1,910.00	\$2,375.00	\$1,824.00		
SEP	\$1,310.00	\$895.00	\$1,520.00	\$1,245.00		
TOTAL	\$17,208.61	\$16,351.00	\$21,863.00	\$17,999.50	\$13,688.00	\$0.00

ELECTRICAL PERMIT FEE REPORT



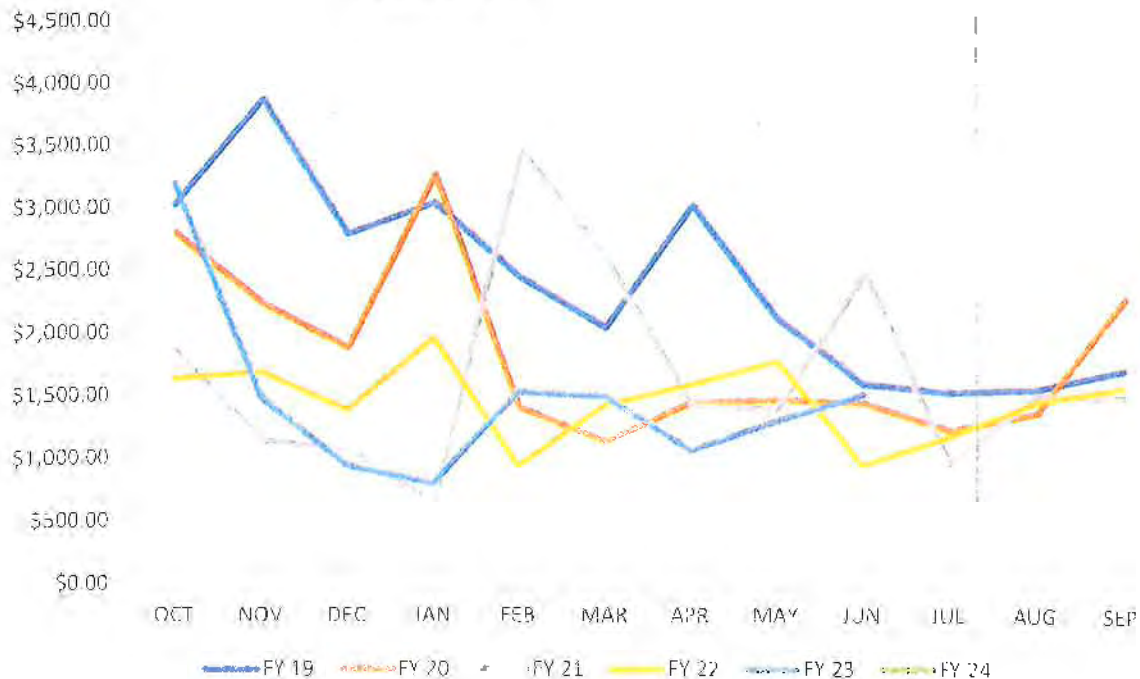


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

PLUMBING PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT	\$3,016.37	\$2,786.00	\$1,844.00	\$1,632.00	\$3,188.00	
NOV	\$3,867.41	\$2,221.00	\$1,133.00	\$1,686.00	\$1,476.00	
DEC	\$2,783.10	\$1,869.00	\$1,062.00	\$1,379.00	\$937.00	
JAN	\$3,031.40	\$3,256.00	\$628.00	\$1,957.00	\$795.00	
FEB	\$2,440.44	\$1,395.00	\$3,449.00	\$938.00	\$1,525.00	
MAR	\$2,037.24	\$1,125.00	\$2,579.00	\$1,420.00	\$1,488.00	
APR	\$3,015.00	\$1,430.00	\$1,411.00	\$1,585.00	\$1,058.00	
MAY	\$2,110.00	\$1,459.00	\$1,390.00	\$1,772.00	\$1,294.00	
JUN	\$1,590.00	\$1,432.00	\$2,474.00	\$943.00	\$1,506.00	
JUL	\$1,525.00	\$1,218.00	\$952.00	\$1,170.00		
AUG	\$1,550.00	\$1,356.00	\$1,500.00	\$1,452.00		
SEP	\$1,706.00	\$2,270.00	\$1,490.00	\$1,572.00		
TOTAL	\$28,671.96	\$21,817.00	\$19,912.00	\$17,506.00	\$13,267.00	\$0.00

PLUMBING PERMIT FEE REPORT



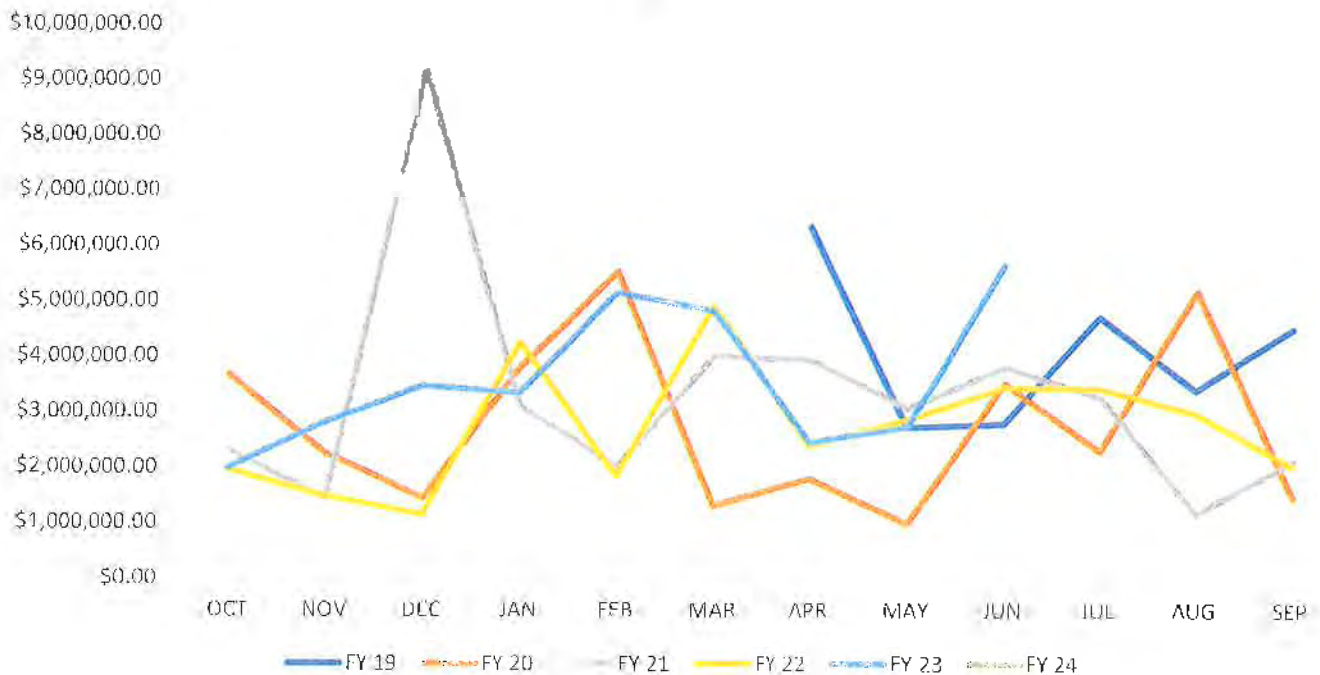


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

ALTERATION COST

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT		\$3,657,414.56	\$2,313,298.53	\$1,961,462.00	\$1,989,945.24	
NOV		\$2,242,421.52	\$1,440,841.88	\$1,490,891.09	\$2,807,970.23	
DEC		\$1,449,915.40	\$9,160,479.89	\$1,165,362.58	\$3,462,997.96	
JAN		\$3,789,363.81	\$3,088,758.57	\$4,239,155.17	\$3,341,701.62	
FEB		\$5,519,900.00	\$2,010,259.40	\$1,847,029.62	\$5,140,584.42	
MAR		\$1,321,570.04	\$4,010,607.80	\$4,906,297.30	\$4,826,782.10	
APR	\$6,338,617.35	\$1,803,157.19	\$3,939,394.49	\$2,392,827.18	\$2,463,720.21	
MAY	\$2,731,410.75	\$1,003,140.58	\$3,080,108.00	\$2,874,220.30	\$2,736,111.02	
JUN	\$2,792,442.43	\$3,519,844.50	\$3,807,580.85	\$3,445,719.17	\$5,646,186.25	
JUL	\$4,717,293.00	\$2,300,478.87	\$3,279,350.11	\$3,436,811.93		
AUG	\$3,393,250.74	\$5,175,949.96	\$1,182,881.00	\$2,982,874.58		
SEP	\$4,502,737.63	\$1,475,857.57	\$2,123,077.05	\$2,038,273.27		
TOTAL	\$24,475,751.90	\$33,259,014.00	\$39,436,637.57	\$32,780,924.19	\$32,415,999.05	\$0.00

ALTERATION COST



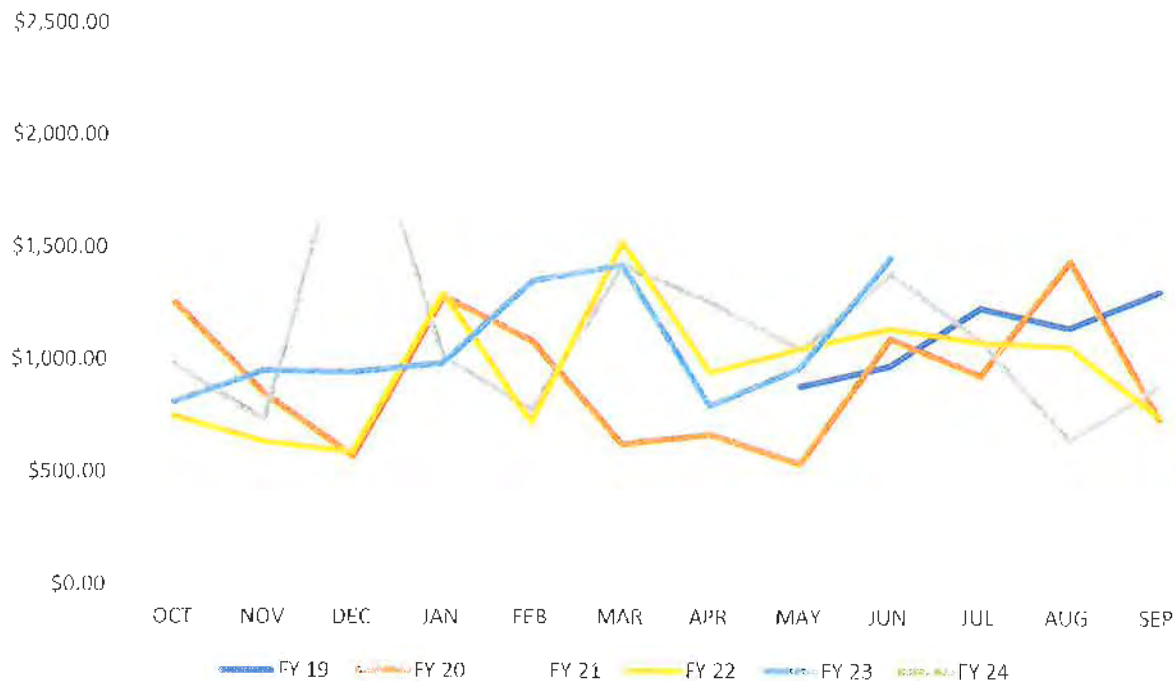


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

STATE SURCHARGE PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT		\$1,247.45	\$973.01	\$747.36	\$808.73	
NOV		\$845.65	\$729.40	\$635.64	\$947.61	
DEC		\$569.37	\$2,225.95	\$589.14	\$941.33	
JAN		\$1,277.63	\$1,006.45	\$1,293.24	\$983.02	
FEB		\$1,079.31	\$776.87	\$721.09	\$1,347.87	
MAR		\$623.46	\$1,417.90	\$1,521.83	\$1,418.94	
APR		\$666.54	\$1,250.09	\$943.11	\$795.62	
MAY	\$881.45	\$537.83	\$1,043.38	\$1,049.80	\$963.51	
JUN	\$972.50	\$1,093.02	\$1,378.01	\$1,139.84	\$1,451.92	
JUL	\$1,230.25	\$928.44	\$1,085.45	\$1,078.15		
AUG	\$1,141.48	\$1,437.49	\$642.86	\$1,061.67		
SEP	\$1,303.66	\$740.55	\$887.71	\$753.23		
TOTAL	\$5,529.34	\$11,046.74	\$13,417.08	\$11,534.10	\$9,658.55	\$0.00

STATE SURCHARGE PERMIT FEE REPORT



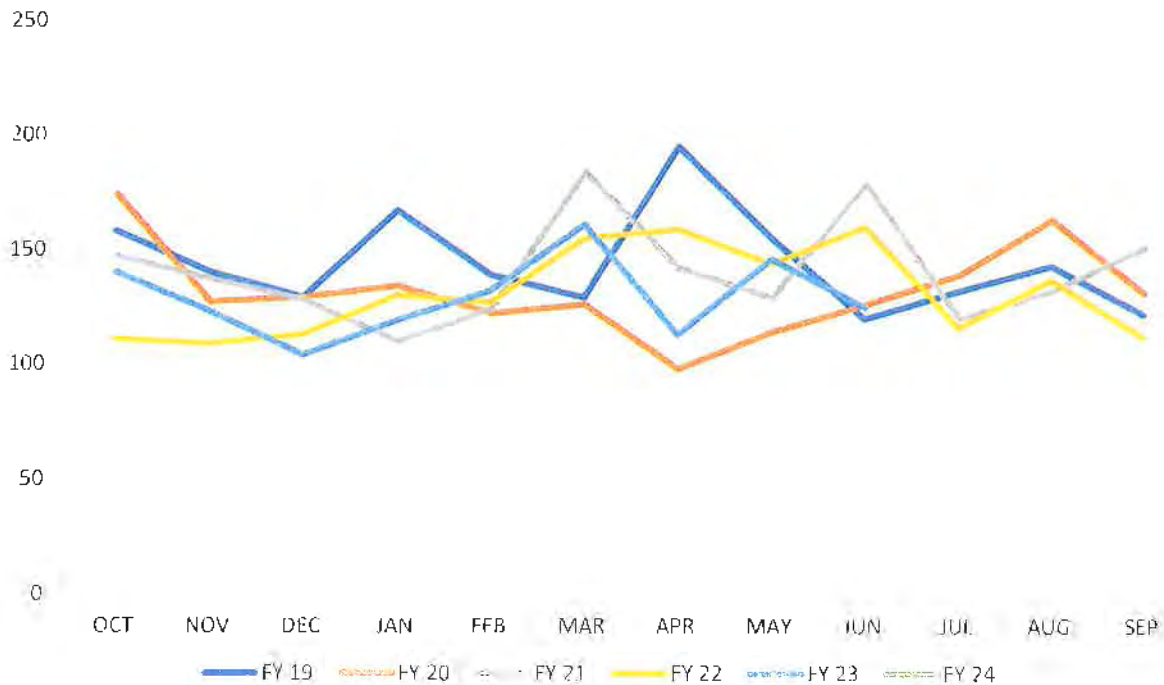


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

NUMBER OF PERMITS ISSUED

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT	158	174	147	111	140	
NOV	140	127	137	109	123	
DEC	129	129	128	113	104	
JAN	167	134	110	130	119	
FEB	139	122	124	127	132	
MAR	129	126	184	155	161	
APR	195	98	142	159	113	
MAY	155	114	129	144	146	
JUN	120	126	179	160	125	
JUL	132	139	120	116		
AUG	143	163	132	137		
SEP	122	131	151	112		
TOTAL	1729	1583	1683	1573	1163	0

NUMBER OF PERMITS ISSUED



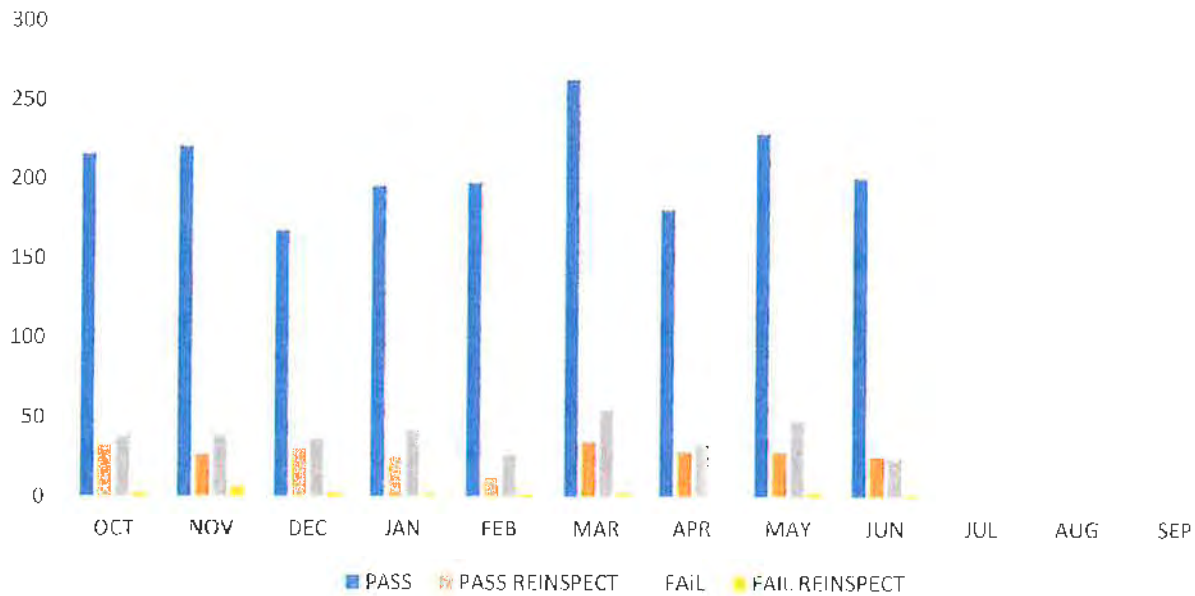


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

FY 23 INSPECTION RESULTS

	PASS	PASS REINSPECT	FAIL	FAIL REINSPECT
OCT	215	32	38	3
NOV	220	26	39	7
DEC	167	30	37	3
JAN	195	25	42	2
FEB	197	12	26	2
MAR	262	34	54	3
APR	180	28	33	1
MAY	228	28	48	3
JUN	200	25	24	2
JUL				
AUG				
SEP				
TOTAL	1864	240	341	26

FY 23 INSPECTION RESULTS



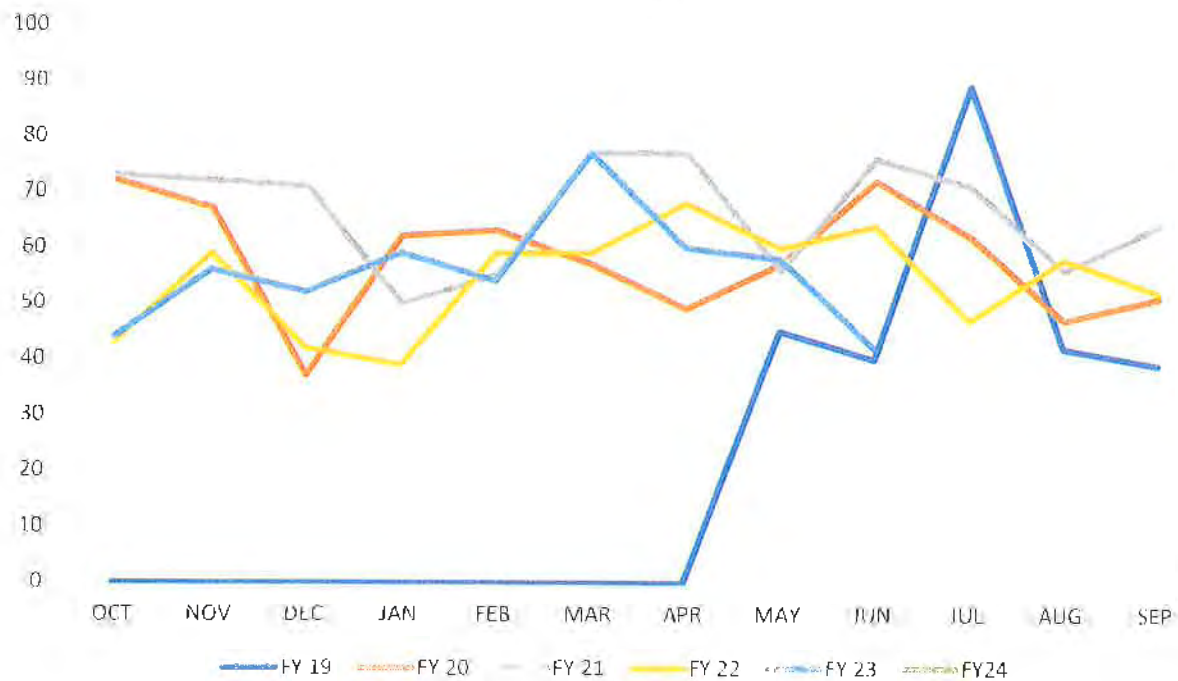


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

OF PLAN REVIEW ACTIVITIES PERFORMED BY THE BUILDING DEPARTMENT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY24
OCT	0	72	73	43	44	
NOV	0	67	72	59	56	
DEC	0	37	71	42	52	
JAN	0	62	50	39	59	
FEB	0	63	55	59	54	
MAR	0	57	77	59	77	
APR	0	49	77	68	60	
MAY	45	57	56	60	58	
JUN	40	72	76	64	42	
JUL	89	62	71	47		
AUG	42	47	56	58		
SEP	39	51	64	52		
TOTAL	255	696	798	650	502	0

OF PLAN REVIEW ACTIVITIES



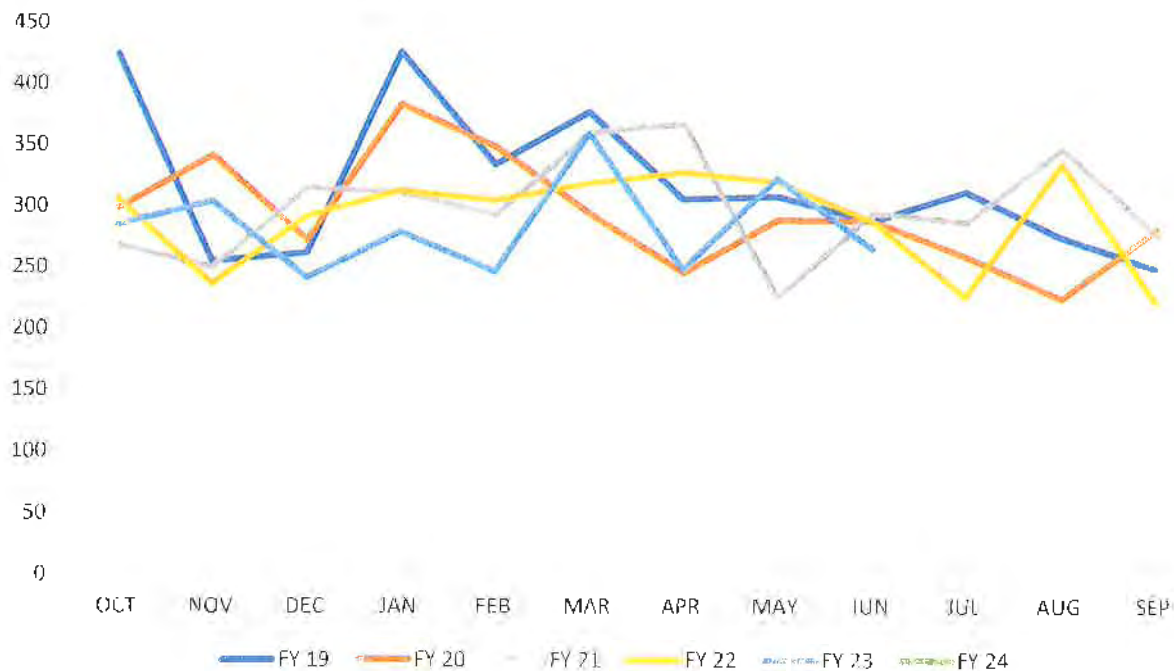


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

NUMBER OF INSPECTIONS PERFORMED

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT	424	298	268	306	285	
NOV	255	341	250	237	304	
DEC	262	272	315	292	242	
JAN	426	383	311	313	279	
FEB	334	348	293	305	247	
MAR	377	294	360	319	360	
APR	306	246	367	328	249	
MAY	308	289	226	320	323	
JUN	288	288	295	288	266	
JUL	312	259	287	227		
AUG	275	225	347	335		
SEP	250	281	277	223		
TOTAL	3817	3524	3596	3493	2555	0

NUMBER OF INSPECTIONS PERFORMED



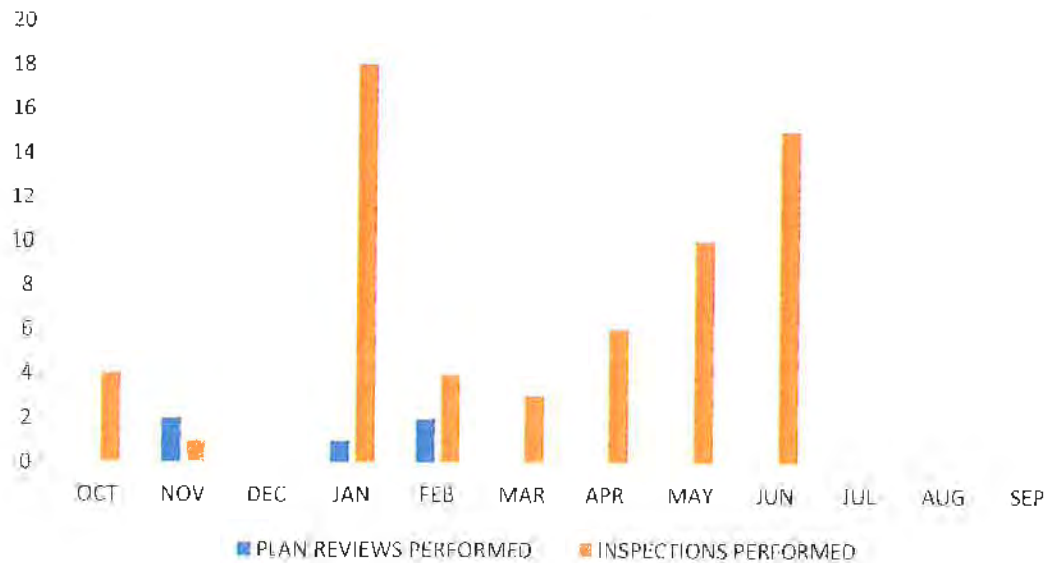


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

PRIVATE PROVIDER PLAN REVIEW AND INSEPTIONS PERFORMED IN FY 23

	PLAN REVIEWS PERFORMED	INSEPTIONS PERFORMED
OCT	0	4
NOV	2	1
DEC	0	0
JAN	1	18
FEB	2	4
MAR	0	3
APR	0	6
MAY	0	10
JUN	0	15
JUL		
AUG		
SEP		
TOTAL	5	61

PRIVATE PROVIDER PLAN REVIEW AND INSPECTIONS FY23



July 26, 2023
10:59 AM

CITY OF ST. AUGUSTINE BEACH
Custom Violation Report by Violation Id

Page No: 1

Range: First to Last
Violation Date Range: 10/01/22 to 07/26/23
Ordinance Id Range: First to Last

Use Type Range: First to Last
User Code Range: First to Last

Open: Y
Completed: N
Void: N
Pending: N

Customer Range: First to Last

Inc Violations With Waived Fines: Yes

Violation Id: V2300052 Prop Loc: 2040 A1A S
Viol Date: 03/13/23 Status: Open Comp Name: Code Enforcement
Comp Phone: Comp Email:

Ordinance Id	Description
8.00.10.	Nonconforming signs.

Description: Discontinued business sign. Discontinued Wendy's sign.

Violation Id: V2300090 Prop Loc: 56 WILLOW DR
Viol Date: 05/09/23 Status: Open Comp Name: City Official Comp Phone:
Comp Email:

Ordinance Id	Description
FBC 105.1	PERMITS-105.1 Required.

LDR 6.02 Sec. 6.02.03 - Rights of way

Description: No permit, and driveway x2 over 38 feet in total.

Violation Id: V2300097 Prop Loc: 107 11TH ST UNIT A
Viol Date: 05/15/23 Status: Open Comp Name: City Official Comp Phone:
Comp Email:

Ordinance Id	Description
CC-12-51	12-51 LOCAL BUSINESS TAX REGULATIONS

Description: Expired BTR for Pear Enterprises and Research.

Violation Id: V2300108 Prop Loc: 208 BIG MAGNOLIA CT
Viol Date: 06/12/23 Status: Open Comp Name: City Official Comp Phone:
Comp Email:

Ordinance Id	Description
7.01.01	General standards and requirements.

Description: Shed and gazebo constructed without obtaining a variance/permits.

Violation Id: V2300117 Prop Loc: 301 A1A BEACH BLVD
Viol Date: 07/03/23 Status: Open Comp Name: City Official Comp Phone:
Comp Email:

<u>Ordinance Id</u>	<u>Description</u>
FBC 105.1	PERMITS 105.1 Required.

Description: Awning installed without obtaining a permit.

Violation Id: V2300120	Prop Loc: 3945 A1A S		
Viol Date: 07/11/23	Status: Open	Comp Name: City Offical	Comp Phone:
Comp Email:			

<u>Ordinance Id</u>	<u>Description</u>
8.00.03.	Discontinued business sign.

Description: Discontinued sign. Zaharias Restaurant.

Violation Id: V2300121	Prop Loc: 125 POPE RD		
Viol Date: 07/11/23	Status: Open	Comp Name:	Comp Phone:
Comp Email:			

<u>Ordinance Id</u>	<u>Description</u>
8.00.10.	Nonconforming signs.

Description: Discontinued Business Sign.

Violation Id: V2300124	Prop Loc: 12 WILLOW DR		
Viol Date: 07/20/23	Status: Open	Comp Name: Bob Lindsey	Comp Phone:
Comp Email:			

<u>Ordinance Id</u>	<u>Description</u>
6.07.06	Sec. 6.07.06. - Care of premises.

Description: Yard overgrown with grass and weeds.

Violation Id: V2300125	Prop Loc: 106 7TH ST		
Viol Date: 07/21/23	Status: Open	Comp Name: Public Works	Comp Phone:
Comp Email:			

<u>Ordinance Id</u>	<u>Description</u>
CC 6.02.03	Sec. 6.02.03. - Rights-of-way.

Description: Parking area put in w/o obtaining a permit for right of way, and violation of conditional use order (2019-03)

Violation Id: V2300126	Prop Loc: 14 12TH STREET UNIT C		
Viol Date: 07/25/23	Status: Open	Comp Name: Code Enforcement/Permit Tech	
Comp Phone:	Comp Email:		

<u>Ordinance Id</u>	<u>Description</u>
FBC 105.1	PERMITS 105.1 Required.

Description: Work with out permit. Permit expired.

Violation Id: V2300127	Prop Loc: 215 E ST	
Viol Date: 07/25/23	Status: Open	Comp Name: Code Enforcement Permit Tech
Comp Phone:	Comp Email:	

<u>Ordinance Id</u>	<u>Description</u>
FBC 105.1	PERMITS 105.1 Required.

Description: Work without a permit.

Violation Id: V2300128	Prop Loc: 403 E ST	
Viol Date: 07/25/23	Status: Open	Comp Name: Code Enforcement Permit Tech
Comp Phone:	Comp Email:	

<u>Ordinance Id</u>	<u>Description</u>
FBC 105.1	PERMITS 105.1 Required.

Description: Work without permit.

Violation Id: V2300129	Prop Loc: 1157 OVERDALE RD	
Viol Date: 07/25/23	Status: Open	Comp Name: Code Enforcement Permit Tech
Comp Phone:	Comp Email:	

<u>Ordinance Id</u>	<u>Description</u>
FBC 105.1	PERMITS 105.1 Required.

Description: Work without permit.



MINUTES

PLANNING AND ZONING BOARD REGULAR MONTHLY MEETING

TUESDAY, JUNE 20, 2023, 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A SOUTH, ST. AUGUSTINE BEACH, FL 32080

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **ROLL CALL**

BOARD MEMBERS PRESENT: Chairperson Kevin Kincaid, Vice-Chairperson Chris Pranis, Hulsey Bray, Larry Einheuser, Hester Longstreet, Victor Sarris, Senior Alternate Gary Smith.

BOARD MEMBERS ABSENT: Conner Dowling, Junior Alternate Rhys Slaughter.

STAFF PRESENT: Building Official Brian Law, City Attorney John Steinmetz, Planner Jennifer Thompson, Recording Secretary Bonnie Miller.

IV. **APPROVAL OF MINUTES OF REGULAR PLANNING AND ZONING BOARD MEETING OF MAY 16, 2023**

Motion: to approve the minutes of the May 16, 2023, meeting. **Moved** by Hulsey Bray, **seconded** by Gary Smith, **passed 7-0** by unanimous voice-vote.

V. **PUBLIC COMMENT**

There was no public comment pertaining to anything not on the agenda.

VI. **NEW BUSINESS**

- A. Land Use Variance File No. VAR 2023-07, for reduction of the 20-foot rear yard setback and 10-foot side yard setback requirements for placement of a 196-square-foot storage shed with a 4.3-foot rear yard setback and a 7.7-foot side yard setback in a low-density residential land use district at 202 Azalea Avenue, St. Augustine Beach, Florida, 32080, Cheryl and Michael O'Steen, Applicants

Jennifer Thompson: This is a variance request for 202 Azalea Avenue, for a reduction in the rear and side yard setbacks for a 196-square-foot shed which currently has a 4.3-foot rear yard setback and a 7.7-foot side yard setback. The required setbacks are 20 feet for the rear yard setback and 10 feet for the side yard setback.

Mike and Cheryl O'Steen, 202 Azalea Avenue, St. Augustine Beach, Florida, 32080, Applicants: We constructed a shed on our property. We had a shed on the other side of our property that we tore down after 23 years, so we built this shed the same distance that our screen enclosure is from our fence. We have a 10-to-11-foot high viburnum hedge on one side so our neighbors can't see the shed, and our lot backs up to 11th Street and a 60-foot ditch, so nobody will ever live behind us. If we moved the shed up 16 feet to have a 20-foot setback off the rear property line, there would be no room to park my truck in my yard or to back my boat up to rinse it off before it is taken to the storage unit. The shed is built on sixteen 4'-by-4' posts put two feet in the ground, with a 50-pound bag of concrete around each post. The only things that are not done are the roof and the doors. We built it to look like our house so our neighbors wouldn't have to look at a plastic shed, or a Home Depot shed, as we like to make everything in our neighborhood look nice. I also take care of our neighborhood's common areas, so the shed is the size that it is because there are wheelbarrows, trash cans, mowers, etc., that I use to take care of our neighborhood and keep it looking nice. I don't want to have to move my truck and boat out to the street because there are lots of kids in the neighborhood now, and they play hockey, ride bikes, and skateboard all up and down the street and I think it's a hazard and a safety issue for FedEx and UPS and other delivery trucks to have to go around my truck and boat if they are parked in the street. Also, moving the shed up 16 feet would keep us from utilizing a large part of our property. Half of our neighbors didn't even know there is a shed there, because it currently sits so far back on the lot. This is simply a shed, it has no electricity, no plumbing, and all our neighbors are here to testify to that, they have already signed a petition and know we take care of our property and want it to look right. We are asking that this shed please be allowed to stay where it is.

Kevin Kincaid: I went by the property and looked at it, and it is an attractive shed. To my understanding, what threw you into this different category regarding the required setbacks is the size of the shed, which exceeds 96 square feet, therefore requiring the standard building setbacks and not the smaller setbacks for sheds that are 96 square feet or less. I noticed you have all your neighbors here, and they've all signed in agreement that the shed be allowed to remain where it is. You have also included in your variance application the attachment that shows you do take care of the common areas of the neighborhood. The only issue I have is not with the shed or your use of it, but that this Board is tasked, if we decide to grant a variance to the Land Development Regulations (LDRs), with acknowledging a hardship that is not self-created or brought on by the applicant. I also understand you were not aware at the time you built the shed that you needed a permit for the size shed you built. Generally, the Board is very leery of plans that come before us with an apology for something that was not issued a permit to be built but was built anyway. My only concern with this is that the Board does not set a precedent that will give other people an example they can use to do the same thing.

Larry Einheuser: I also have been out to the property and saw that the shed is pretty much in line with the pool deck and the screen enclosure.

Mike O'Steen: We had to get a new survey done, and the screen enclosure is 7.5 feet from the fence. However, a new fence was put up, and the surveyor did not go around

the fence to find the pins at the rear lot line, so the shed is showing that it has a 4.3-foot rear yard setback. As I was told, if you get three surveys done, they will all be different.

Brian Law: There have been some discrepancies in surveying over the years, due to the advancements in technology. The current survey submitted with the variance application is the only one we are considering, as it is the only one in front of the Board at this time.

Victor Sarris: How did this come to light, that this shed was built without any permits?

Mike O'Steen: Mr. Law was walking, and he saw it, and asked about a permit. I was not trying to hide this, it was not like I put up a big fence and tried to hide what was going on, as I know Mr. Law walks. It's just that there will never be anyone living behind me except turtles and snakes, and I thought I put the shed in the right spot off the property line.

Cheryl O'Steen: As far as the size of the shed goes, I get that we went overboard and were not paying attention to the requirements for the size of the shed. Am I hearing correctly that if we move the shed forward 16 feet, then it will no longer be too big?

Kevin Kincaid: No, we are not saying the shed is too big, or that you went overboard with the size of the shed. What we are saying is that when the size of a shed exceeds 96 square feet, it comes under a different set of regulations and rules, including different setbacks.

Cheryl O'Steen: Okay, so does that mean if we moved the shed forward 16 feet, it would be within the realm of these requirements? What we are struggling with is we have the shed where it is and if we have to pull it forward 16 feet, it will be way more visible to everybody in the neighborhood and then we also can't use our property behind the shed.

Kevin Kincaid: I get it, I am just explaining why you came under a different set of rules for setback requirements for sheds. Nobody here is telling you that your shed is too big, but if you pulled it forward to meet the rear setback requirement, you would not have to be here in front of this Board tonight asking for a variance. The reason you are here is because the shed is built outside of the setbacks per the LDRs for a shed of this size.

Brian Law: Just for clarity, even if the shed was moved forward so that it has a 20-foot rear yard setback, it would still encroach into the required 10-foot side yard setback.

Victor Sarris: Your variance application includes pictures of sheds some of your neighbors have, and it looks like some of these properties are in the same predicament.

Mike O'Steen: Well, I don't know, but on bike rides, you can see the sheds that are all over St. Augustine Beach.

Kevin Kincaid: I noticed some, but there are a handful of 8-foot-by-8-foot sheds which do not have the same regulations, as they are not bigger than 96 square feet.

Mike O'Steen: So, these size sheds do not have to be 5 feet off the property line?

Brian Law: Sheds that are 96 square feet or less are required to have minimum 5-foot rear and side yard setbacks off property lines. Anything larger than the standard 8-foot-by-12-foot shed would require building setbacks as set forth in the LDRs as a new building under the definition of building in Article II of the LDRs. Any shed less than 120 square feet and not in a special flood hazard area is exempt from building permitting, but not zoning permitting, under the local Chapter 1 Administrative Code.

Victor Sarris: What is the thinking behind the setbacks for a shed once it gets over 96 square feet?

Brian Law: That code, which is a local law, has been in place for a very long time. Other jurisdictions allow accessory structures that do not exceed the total building height to have minimum 3-foot setbacks off rear and side lot lines. If this Board ever decides to recommend a change to the local code, we can entertain that and move it through the channels here. This code may stem from the standardized shed size of 8-feet-by-12-feet, but I don't know for sure, as I wasn't here when that code was written.

Hulsey Bray: Is your maintenance of the neighborhood community common areas voluntary, or is it a contracted thing?

Mike O'Steen: It is voluntary. Before COVID hit we had a company that did it, but then when it was safe to come back, they wanted to come back every week, and the neighborhood doesn't need weekly maintenance. So, I retired from UPS, and I decided to take care of it myself. A lot of the equipment I use such as wheelbarrows and stuff like that rust if left outside, so I built the shed to house these things. We also house the lighting that is put up in the neighborhood for Christmas.

Hulsey Bray: Is this something that you see yourself doing in the foreseeable future?

Mike O'Steen: Yes, as long as I'm healthy, I enjoy doing it and taking care of our neighborhood, which we all love. We don't have an association, anyone who wants to donate money once a year can and then we have a party and a band, and everyone meets and talks about the neighborhood. It's just a great neighborhood, and that is why I do it.

Hester Longstreet: Does your neighborhood have a gate?

Mike O'Steen: No, ma'am.

Kevin Kincaid: Okay, let's go to public comment.

Rocky O'Hara, 205 Azalea Court, St. Augustine Beach, Florida, 32080: I basically live caddy-corner across the street from the O'Steens, and I have no problem with their shed, I can't even see it. Unless you stop in front of their house and take a hard look, you can't even see it from the road. Mike does take care of the community and saves us all a lot of money. We all give whatever it is a year, but it would be a lot more if we had to contract it out. He takes it upon himself and does not ask for any help in doing any of that. I

couldn't ask for a nicer neighbor, he's helped me a lot with things I can't do anymore myself because of some things that happened to me, and he's always, from the day I moved in five years ago, been there for me. He's just a great guy, and a great benefit to the community. If the Board is concerned about the precedent issue, I can kind of see that. I don't know how many people who put up a shed also take care of their community for free, so really, I think this is an exception to the precedent issue right there.

Kevin Cavanaugh, 204 Azalea Court, St. Augustine Beach, Florida, 32080: I live next door to the O'Steens, and we cannot fully see the shed, but I've talked to Mike, and I know that it is going to look exactly like his house. It's going to be a beautiful thing, and far better than anything we could buy at Home Depot or one of those places. So, we are fully in support of the shed. My wife is not here, but she likewise would concur, and we just hope that you guys will let them have it and get down the road with this thing.

Merlyn Hardesty, 198 Azalea Avenue, St. Augustine Beach, Florida, 32080: I live two houses down from where Mike lives and have no issue with him having that shed.

Athena Calvin, 5 Quail Court, St. Augustine Beach, Florida, 32080: I live in another cul-de-sac in the neighborhood. Can we title this as something other than a shed, and what would this require, electricity, or water?

Larry Einheuser: You don't want to do that, because then it would be a building.

Kevin Kincaid: This would be a whole different set of circumstances.

Athena Calvin: Okay, well, how about the pool and screen enclosure? The shed is built to the same level as those, and they take up much more square footage on the property. I think that was Mike's intention, to line everything up to be linear and clean. Is there something that can be worked out with that, or because these things already exist, was a variance granted for the pool and screen enclosure?

Kevin Kincaid: I don't know if there was a variance for these things, but they would be looked at differently under the LDRs. Because of the size of the shed, it has very specific requirements. We're just here to discuss a variance to these requirements for the shed.

Athena Calvin: You mentioned that a hardship not brought on by oneself would be a reason for the variance. What would that be? Are there examples of that?

Kevin Kincaid: The applicants would have to tell us what their hardship is. The Board doesn't get to make it up.

Gary Smith: I mean, it could be something like the extra space needed for storage for the Christmas lights and tools for the community.

Athena Calvin: He does volunteer for that.

Gary Smith: Right. Exactly, he might think of something like that to put in as a hardship.

Pete Clark, 200 Azalea Avenue, St. Augustine Beach, Florida, 32080: I think I live the closest to Mike's shed, as I'm right next door. I have no problem with it whatsoever. The hedges cover it, I can't see it, and if the hedges come down because of some natural disaster one day, it's a beautiful shed that will match the house. Mike does take care of things; I'll admit to driving by and seeing him a few dozen times and guiltily waving as he's taking care of our neighborhood. I really appreciate him doing that.

Kevin Kincaid: Okay, thank-you. Any further public comments? There was none.

Hester Longstreet: Instead of calling it a personal shed, can we call it the Woodland Estates shed for the subdivision? It is not for personal use; it is for the entire subdivision.

Kevin Kincaid: I think we could look at the hardship as a community benefit because we do see it as a community benefit.

Chris Pranis: A community hardship is not on the table.

Kevin Kincaid: No, not a community hardship, but I think the storage and work for the community could be a hardship.

Gary Smith: The storage space is used for more than just the applicants' personal use.

Kevin Kincaid: And I think the loss of driveway space and the increased safety issue, while self-created issues, are a concern.

Chris Pranis: We have denied similar variances in the last couple of years for increased shed size for the storage of Christmas lights and other stuff like that.

Hester Longstreet: But that was for personal use, not for use by the entire subdivision.

Chris Pranis: This is personal property and a personal building. It is not on public or community land.

Hester Longstreet: So, if every property owner in the subdivision gave them a dollar, it could be like a community shed instead of a personal shed.

Chris Pranis: I don't think there is such a thing.

Brian Law: I know where the Board is going with this, but I would encourage everyone to steer away from this because you are going to open a whole different set of building code standards for building permitting. Also, it could not be commercial because the shed is on private residential property, and the local zoning code would prohibit that.

Hester Longstreet: We are not looking for a commercial use, but a community use.

Brian Law: The shed is on private property. For community use, it would have to be on some sort of community-owned land, and then the full weight of the commercial Florida Building Code (FBC) would apply. Right now, the residential FBC looks favorably upon accessory structures because the Florida Building Commission recognizes we need them.

Hester Longstreet: Yes, but if we go that way, then we are setting a precedent that could not be used by everyone else who wants a larger shed.

Brian Law: I understand that is one of the Board's concerns, but I would recommend steering away from any commercial designation. Maybe something to consider is the hardship that the residents are the ones taking care of the subdivision. It is still a personal shed, but the Board can take into consideration the many testimonies from residents that the applicant is maintaining the whole front entranceway. And as everybody here knows, mowers, wheelbarrows, and beautiful Christmas lights take up space, so that is something to be considered in the hardship that the applicant is going above and beyond just taking care of his own individual private property.

Hester Longstreet: Can we say then that the hardship is for the community residents, all the other residents who are unable to do that? And then, unless somebody comes and says they are doing it for their community, we are not necessarily setting a precedent.

Brian Law: You could definitely consider the fact that the hardship is solely just for the storage of equipment to maintain the entranceway into the subdivision and the common areas. To me, that should definitely qualify for some consideration from the Board.

Victor Sarris: He has had quite a bit of his community come here and vouch for the fact that he is maintaining the common areas of the subdivision.

Hester Longstreet: Right. What I am saying is we are trying not to set a precedent.

Gary Smith: You need a hardship.

Hester Longstreet: The hardship is that it is the community's hardship because the applicant is the one doing it.

Chris Pranis: I just want everyone to remember we denied a few variances where we had some local residents who were older and weren't able to do things and they wanted larger storage sheds. These variances for setback changes were denied because they didn't comply with the setbacks for sheds per the LDRs. This is very similar.

Hester Longstreet: Not really. I mean, because these sheds were still for personal use. This is not for personal use. The other ones that we denied were for personal use only.

Hulsey Bray: I'd like to mention that with the other variances recently denied, the sheds were not complete. This one is built. I mean, are we going to go around to all these people in all these other photos and tell them to tear their sheds down too?

Kevin Kincaid: That's code enforcement.

Hulsey Bray: I understand, but if we tell somebody to tear down their perfectly good shed that's already built just like all their neighbors, what is to keep them from calling code enforcement and reporting all these other people? I don't believe we want to start that.

Victor Sarris: If I understand correctly, we're trying to define a hardship that says in this particular case, the applicant provides storage for lawnmowers and other stuff for community maintenance. This is something I haven't seen in other variance applications.

Larry Einheuser: No, they have all been for personal use, because the applicants didn't have enough storage in the house or their attic.

Kevin Kincaid: Right. Okay, do we have a motion?

Victor Sarris: I'll make a motion. I hope I'll define it correctly. I motion to approve the variance based on the community maintenance equipment that is stored in the shed and is provided for the benefit of the applicant's Woodland Estates community.

Larry Einheuser: I second that.

Kevin Kincaid: We have a motion and a second. Do we have any discussion on the motion?

Brian Law: I want to make sure we get this right for the variance order before the Board votes on the motion. The hardship would be for the additional space required for the storage of maintenance for Woodland Estates Subdivision.

Kevin Kincaid: Yes. That is exactly what I heard. Any further discussion on the motion? Hearing none, let's call for a vote please.

Motion: to approve Land Use Variance File No. VAR 2023-07, for reduction of the 20-foot rear yard setback and 10-foot side yard setback requirements for placement of a 196-square-foot storage shed with a 4.3-foot rear yard setback and a 7.7-foot side yard setback in a low density residential land use district at 202 Azalea Avenue, St. Augustine Beach, Florida, 32080, based on the hardship due to the storage of community maintenance, lawn and accessory equipment for the maintenance of Woodland Estates Subdivision. **Moved** by Victor Sarris, **seconded** by Larry Einheuser, **passed 6-1** by the Board by voice-vote, with Mr. Pranis dissenting.

B. Land Use Variance File No. VAR 2023-08, to exceed the maximum 35% lot coverage allowed for residential construction for new construction of a 3-story, 4822-square-foot total single-family residence in a medium density residential land use district at 7 15th Street, St. Augustine Beach, Florida, 32080, Robert and Amy Capwell, Applicants

Jennifer Thompson: This next agenda item is an application to request a variance to exceed the allowable lot coverage by 4.5% for a proposed new 4,822-square-foot single-

family residence at 7 15th Street. This would bring the lot coverage up to 39.5%. The maximum lot coverage for all residential lots is 35%.

Kevin Kincaid: Going through the variance application, I found the ISR coverage worksheet calculations, but is there a lot coverage worksheet?

Jennifer Thompson: No, there is not a lot coverage worksheet. When you are looking at a property from a bird's eye view, lot coverage is any area that is covered by a roof.

Kevin Kincaid: Okay, so I didn't find that exact number. I'll go backward into my question here, which is, if this was a standard 50-foot-by-93-foot lot, would the proposed lot coverage fit inside the 35% lot coverage allowed, or would it still exceed it?

Jennifer Thompson: I do not know what the current lot coverage is for the home that is on this lot now. On the ISR worksheet included in the variance application, the building footprint would be the lot coverage square footage for the proposed new home. The plan is to demolish the current home and build a brand new single-family residence.

Kevin Kincaid: So, is the lot coverage based on the current building or the proposed new building?

Jennifer Thompson: It is based on the proposed new building.

Kevin Kincaid: If we took the lot coverage of the proposed new building and divided that into the square footage of a 50-foot-by-93-foot lot, would that be under 35%, or would the lot coverage still exceed 35%? We have the lot coverage for the proposed new building at 39.5%, and that is based on the current configuration of the lot, which is 40 feet wide at the front, 52 feet wide at the back, and 93 feet deep, right?

Jennifer Thompson: This lot is shaped a little differently.

Kevin Kincaid: Yes. So, my question is, the 39.5% lot coverage requested in the variance is for the proposed new home, and this is based on the square footage of the covered building footprint divided by the square footage of the lot size, correct?

Jennifer Thompson: Correct. The covered building footprint of the proposed new home is 1692 square feet, divided by the 4278-square-foot lot size, which is 39.5%.

Kevin Kincaid: Right. But what I am trying to say is, what would the lot coverage be if this was a regular size lot?

Jennifer Thompson: Okay. Now I understand your question.

Kevin Kincaid: If it was a regular size lot, would it still exceed 35% lot coverage? If it were a 50-foot-by-93-foot lot, that lot size would be 4650 square feet.

~~00:29:29~~ Brian Law: It appears the lot coverage would be 36.387% if the lot was 4650 square feet.

Kevin Kincaid: Okay, so even if this was a regular size lot, it would still exceed the maximum lot coverage allowed.

Brian Law: It appears that it would, but I want to look at one more thing. Ms. Thompson, is there an alley behind this property?

Ms. Thompson: According to St. Johns County's iMap, there is an alleyway, but it does not appear to be vacated.

Kevin Kincaid: So, when I was originally looking at this, I was looking at the lot size and configuration to constitute the hardship. But even if this was a regular-size lot, it still would need a variance because the covered building footprint would still be too big, and having a regular-size lot and configuration would not eliminate the need for a variance.

Brian Law: It appears that is true. Looking at the alley behind this lot, it seems part of it is being used as a parking lot for the Hampton Inn. The City's Comprehensive Plan prohibits the vacation of alleys east of A1A Beach Boulevard if they provide access to the beach. However, as it appears a private parking lot is in part of the alley, this is most likely part of the final development order granted for the development and construction of the Hampton Inn, even though the alley does not appear to be vacated. If it had been vacated, there would be a line down the center of the alley, indicating ownership of 7.5 feet of the width of the alley along either side to each adjacent property owner. This would then give each adjacent property owner over 350 additional square feet.

Kevin Kincaid: The additional lot coverage is requested because the applicant is asking to seal and cover stairways and balconies, right?

Jennifer Thompson: Yes, that is in the plans.

Hester Longstreet: On one side, it looks like there is a 7.5-foot setback, but I don't see what it says for the setback on the other side. And then do the plans show a 15-foot setback from the front of the house to the property line?

Jennifer Thompson: The front setback is 20 feet. The carport roof extends 5 feet into the front setback and it appears from the plans that there are 7.5-foot setbacks on either side. Per the LDRs, the carport roof is allowed to extend 5 feet into the 20-foot front setback.

Kevin Kincaid: We are not looking at setbacks as part of the variance.

Hester Longstreet: Why wouldn't we look at setbacks?

Kevin Kincaid: Because the applicants are not asking for a variance for setbacks. The variance is only for the lot coverage.

Hester Longstreet: I'm talking about setbacks because with flooding and everything else that happens in that area, I don't know why we wouldn't be taking setbacks into consideration. So, there is a 20-foot setback in the front and the carport roof overhang extending 5 feet. Isn't the front setback supposed to be 25 feet, not 20 feet?

Jennifer Thompson: As the width of this lot in the front is 50 feet or less, the front setback can be 20 feet.

Hester Longstreet: Has this always been the setback for these lots?

Brian Law: About two years ago, the City Commission ordered my staff to come up with a new code for the small-platted lots, which are your 50-foot-by-93-foot lots that have a total square footage of 4650 square feet. The reason for this was because a 4650-square-foot lot could not achieve 35% lot coverage with the setbacks that were then in place that required minimum 25-foot front and rear yard setbacks and minimum 10-foot side yard setbacks. These setbacks limited lot coverage on these small lots to 27.6%. It was my recommendation that the setbacks not be changed City-wide, but only for the small-platted lots. We had a disparity in the code, as one section of the code allowed 35% lot coverage, but the setbacks only allowed 27.6% lot coverage. So, the code was changed about two years ago with the intent to allow reduced setbacks for the small-platted 50-foot-by-93-foot lots. This is an unusual-shaped lot, as it's less than 50 feet wide in the front and it's 93 feet long, so the code change to allow smaller setbacks apply to this lot.

Hester Longstreet: I get that, but what I am saying is that my old house was on a 48-foot-by-93-foot lot, but we still had a 25-foot front setback, a 20-foot rear setback, and the side setbacks were a little wonky, because the house was built in 1954. Are you saying a 48-foot-by-93-foot would now be allowed to have 20-foot front and rear setbacks?

Brian Law: Yes, ma'am, that lot would be considered a small-platted lot, so it would be allowed to have 20-foot front and rear setbacks, and 7.5-foot side setbacks. Regarding a previous comment about overhangs, there was a code written in 2018 to allow overhangs to project up to 18 inches into the required setbacks. Before this code was written, the code was silent on the issue of overhangs, and didn't address them. Second and third-level decks are allowed to extend 5 feet into a 20-foot front setback and 10 feet into a 25-foot front setback, but under no circumstances can they breach into the required 15-foot building restriction line. Decks with hard floor surfaces that do not allow water to penetrate through are calculated as lot coverage, because they are like a roof.

Victor Sarris: Is there any way the applicant can realistically reduce the lot coverage to make this work? I don't think the footprint of the building can be changed, but is it possible to change anything else to reduce the lot coverage to a maximum of 35%?

Kevin Kincaid: Not sealing the decks would reduce the lot coverage.

Jennifer Thompson: The applicant is asking to exceed the maximum 35% lot coverage for the second- and third-story decks.

~~Victor Sarris:~~ So, the applicant is saying the decks are waterproof.

Ms. Thompson: Right.

Kevin Kincaid: Can we hear from the applicant, please?

Robert Capwell, 7 15th Street, St. Augustine Beach, Florida, 32080, Applicant: I have a few slides [EXHIBIT A] I would like to show to point out some things in the variance application. My wife Amy and I own 7 15th Street and live there. This is a non-conforming lot, as the Board has already discussed, due to the removal of the St. Johns Electric Trolley depicted on the plat map back in December 1914. Apparently, when the trolley was removed, there were additional lots created. Section 6.01.00 of the City's LDRs talks about lot area, lot coverage, floor area and setbacks, and a typical single-family platted lot is considered to be 50-feet-by-93-feet, so this is obviously a non-conforming lot, and it is on the seaward side of the Coastal Construction Control Line (CCCL). My wife and I purchased this home in 2019 as a rental unit which we wanted to use it as an Airbnb or Vacation Rental by Owner (VRBO) property, and you can see by the two red lines on this third slide that the house does have pylons or pillars, in compliance with construction requirements seaward of the CCCL, and it also has breakaway walls. Apparently, one of the previous owners decided to enclose the bottom of the house, as it was open at one point, and had a different stairway that was not closed. The two red arrows on this third slide point to the first-floor windows installed after the first floor was enclosed. When we purchased the home, it was sold to us as a four-bedroom, three-bath home, but as we learned, since this property is seaward of the CCCL, you cannot have habitable space or bedrooms on the first floor, so we basically purchased a two-bedroom home, but we paid for a four-bedroom home. Again, we bought it as a rental property, and realized after the sale, in working with Brian Law and the Building Department, that there were a couple of issues. One, the owner we purchased the home from built additional deck space on the back of the house, which breached into the rear setback requirement, and this deck was not permitted. This owner also created bedrooms on the first floor, and again, this was not permitted work. When we applied for our transient rental license, we realized that we only have a two-bedroom house, as well as all kinds of nonconformities because of the lack of permitting. Mr. Law was very gracious in working with us and telling us that we had to bring this back up to code. There is really nothing we can do about the bedrooms on the first floor, but I signed a notarized affidavit that said we would not rent the bedrooms on the first floor, so we use this as storage, and keep this area locked. We do not rent out these bedrooms and we do not advertise them as part of the rental of the property, so you can imagine what it was like thinking we bought a four bedroom house that can now only be rented as a two-bedroom house. This obviously really changes the revenue numbers quite a bit, and considering the debt my wife and I had on the property, we weren't meeting the debt load, and we were basically losing money. At that point, we decided to move into the house ourselves, otherwise, we would not be able to keep it, as we couldn't rent it out and make enough money to meet our debt load. So currently, we do live in the house full-time, and that is the reason we decided to rebuild it and try to recoup the value of it as a four-bedroom home. We had no intention of building on this lot when we bought it, but going back to the variance request, it is for 195 square feet of

sealed deck space. We are not asking for more livable area or to add more bedrooms or anything else. The only thing we are asking for is to seal the decks over the front carport and also the rear stairway area to protect everything below, our vehicles, whatever, from water dripping on them, from the sun, and everything else. If we were not asking for sealed decks, they would be considered drip-through, and they would not be counted as part of the roof or lot coverage, and we would not be here today. If this was a conforming lot, it would just be a little over the allowable lot coverage. Understanding the issue with water drainage, as I know the City is very concerned that we handle our own water run-off, we took this into account, and I provided an ISR worksheet. The proposed new construction complies with the maximum 50% ISR coverage allowed, as the ISR is at 47.6%. So, sealing the decks doesn't change anything as far as drainage or the ability to mitigate our own water goes. The only thing it affects is the lot coverage. We've gone to all of our neighbors and described what we want to do and shared our plans. They've all agreed, and I have their signatures in agreement included in the variance application. The bottom line is, we are just asking to seal decks, and this will not affect our ISR coverage.

Kevin Kincaid: Any comments from the public? Hearing none, my only comment is that I am still stuck in the same place I was, as this is a self-inflicted wound here. Part of the claimed hardship is that the lot is non-conforming and smaller than a standard 50-foot-by-93-foot lot, but even if it was a standard size lot, you would still be right here in front of this Board asking for a variance to exceed the lot coverage, based on the size of the house you want to build. You want a bigger house, and that is not an original request at all. The Board gets that all the time. People want to build huge houses that violate the setbacks, the ISR, and the lot coverage and lots of different things. My issue is that this is absolutely precedent-setting due to the size of the house you want to build. You could enclose the decks and build a smaller house, but the stated hardship of the nonconformity of the lot kind of goes out the window if we pretend it is a conforming lot, because it would still exceed the maximum lot coverage allowed for a 50-foot-by-93-foot lot. I would ask that you choose between not sealing one of the two decks or decreasing the size of the decks so that the proposed new construction does not exceed the allowable lot coverage. I would be comfortable with granting a variance as long as the lot coverage does not exceed the maximum 35% lot coverage allowed on a 50-foot-by-93-foot lot.

Robert Capwell: Or I could apply to vacate the alleyway in back of the property, which again, nobody uses. But I did not want to go down that route.

Brian Law: This would be a different application that would come before this Board for the Board's recommendations to the City Commission, which would make the decision as to whether or not the alley should be vacated.

Hester Longstreet: Doesn't this alley behind 15th Street go to the beach?

Brian Law: Yes, but alleys like this have been vacated in the past when they weren't fully accessible. This would be something this Board and the Commission would decide based on the parking lot adjacent to A1A Beach Boulevard. If the Commission approved the vacation of the alley with comments from the City engineers, the County Utility

Department, and all other affected agencies, it would still take another few months for the City Attorney to draft an ordinance to vacate the alley and for the two public hearings required for the passage of the ordinance to go through this Board and the Commission.

Kevin Kincaid: And this is not something that is really in front of this Board at this time.

Brian Law: No, this is not even in front of the Board, so the Board should not even consider it.

Robert Capwell: I just didn't want to go that route, to be honest with you, as it involves a lot of time and paperwork, and I thought the variance application was an easier process. My wife and I had no intention of building a new house on this lot, if you understand our hardship and the reason why we need to regain the value of the property, it is what it is. I understand your comments, and again, this will not exceed the ISR coverage allowed, which is why I don't see this as being a big issue. We will still be taking care of our own drainage and water run-off, which I know is a concern.

Kevin Kincaid: That is not my concern at all. My concern is the precedent to bend a rule because you want to build a bigger house. I can tell you that is not an original request.

Robert Capwell: It is not to build a bigger house; it is just to seal decks.

Kevin Kincaid: If you built a 4,000-square-foot house, you could seal the decks all around and it wouldn't be a problem. The house you want to build is nearly 5,000 square feet.

Robert Capwell: It is not that big; it is 3200 square feet.

Kevin Kincaid: It's 4822 square feet, per the documentation in the variance application.

Robert Capwell: That is the total square footage that includes all the decking and everything else. The house is not that big, it is not even close to being that big.

Kevin Kincaid: Okay. I do know that on either side of you there are large houses. I am assuming these houses are the same size and sort of house you are looking to build.

Robert Capwell: Correct.

Kevin Kincaid: Yeah, so it is not going to be out of place with other houses on the street.

Robert Capwell: No, but it is just hard building it because it is on a non-conforming lot.

Kevin Kincaid: Yes, but even if it were a conforming lot, you would still be here in front of us because the house would still exceed the allowable lot coverage.

Hester Longstreet: You are looking to put a 4,822-square-foot, three-story house on a 4278-square-foot lot.

Kevin Kincaid: Right. My point is, even if we were to pretend the lot was a 4650-square-foot conforming lot, the house would still exceed the maximum 35% lot coverage allowed and be in violation of the LDRs. The applicant would still be here looking for a variance, so that takes the argument out that the hardship for the variance is that it is a non-conforming lot, because that argument is no longer valid. I would not mind allowing the maximum 35% lot coverage that would be allowed for a 4650-square-foot lot and asking the applicant to reduce the size of one of the two decks. Any other questions or comments? Hearing none, I'd like to make a motion that the Board approve the variance with the stipulation that the final lot coverage be within the 35% maximum lot coverage that would be allowed for a conforming lot size of 4650 square feet.

Brian Law: If we can get a second to the motion, I'd be more than happy to discuss that.

Hulsey Bray: I second the motion.

Brian Law: I want to steer the Board away from the use of conforming and nonconforming in regard to lot size. This is a medium density residential lot, and I would ask that the Board consider this as a very unusually-shaped lot due to the trolley line that existed on it at one time. I will try to reiterate the motion and if you think I have encapsulated it you can make an amendment to it that the motion is to approve the variance with the consideration to allow the total lot coverage based on the maximum 35% of lot coverage that would be allowed on a 4650-square-foot lot. No exceptions will be granted to exceed 35% maximum lot coverage based on a 4650-square-foot lot size.

Kevin Kincaid: That encapsulates the motion that was made and seconded. Do we have a second on the amended motion for discussion?

Gary Smith: I second it for discussion.

Kevin Kincaid: Okay, we have a motion and a second. The motion is to approve the variance with the condition that the final lot coverage is not to exceed the maximum 35% lot coverage that would be allowed on a 4650-square-foot lot. Any further discussion?

Hester Longstreet: You are being generous by allowing the lot coverage that would be allowed for a 4650-square-foot lot, as this lot is 4200-square feet or something like that.

Kevin Kincaid: My reasoning for that is because it is a nonconforming lot, which I'm not supposed to say, so I'll say it is not a standard-size lot, and that would be the hardship for the granting of the variance. However, as the house would still exceed the maximum lot coverage allowed for a standard-size, 4650-square-foot lot, the motion is to allow the variance for lot coverage not to exceed the maximum 35% allowed for a standard-size lot.

Hester Longstreet: So, the applicant would have to agree to take off one of the decks.

Kevin Kincaid: Or he could not seal one of the decks. He does not have to take a deck off, he just won't be able to seal one of them or he can reduce the size of one or all of them.

Brian Law: This variance is necessary for the Planning and Zoning Division to review it for conformity with the code and any applicable variances before they can write a letter for zoning compliance so the applicant can apply to the State of Florida for DEP permitting.

Victor Sarris: Can I ask the applicant if he sat down with an architect and showed him his property when he developed this site plan?

Robert Capwell: Yes, I did.

Victor Sarris: Okay. When the architect formulated the plan, did it trigger the fact that it was over the maximum 35% lot coverage allowed on this property?

Robert Capwell: Yes, but only because I am asking to seal the decks to protect anything below in the carport and the back corner stairway. That's why, obviously, I am here now.

Victor Sarris: I'd just hate to see you go through all of this and still have to go back to your architect because you have to revise the plans you paid money for to make it smaller.

Robert Capwell: It is going to cost me money regardless.

Kevin Kincaid: Any other questions or comments? Hearing none, can we have a vote on the motion, please?

Motion: to approve Land Use Variance File No. VAR 2023-08, to allow maximum 35% total lot coverage based upon the maximum 35% lot coverage that would be allowed on a standard 4650-square-foot lot, with no exceptions to allow more than the maximum 35% lot coverage that would be allowed on a 4650-square-foot lot, for proposed new construction of a three-story, 4822-square-foot total single-family residence in a medium density residential land use district at 7 15th Street, St. Augustine Beach, Florida, 32080. **Moved** by Kevin Kincaid, **seconded** by Gary Smith, **passed 6-1** by the Board by voice-vote with Ms. Longstreet dissenting.

C. Land Use Variance File No. VAR 2023-09, for expansion of an existing non-conforming structure by more than 25% of the gross floor area for a proposed 797.41-square-foot addition to an existing 1804-square-foot total single-family residence in a low-density residential land use district at 13 Oak Road, St. Augustine Beach, Florida, 32080, R.E. Chip Mitchell, Agent for Timothy and Tamara Callahan, Applicants

Jennifer Thompson: This next variance application is a request to expand an existing nonconforming single-family residence by more than 25% of the gross floor area. This is for additions on the southeast and north sides of a single-family residence at 13 Oak Road.

Kevin Kincaid: Any questions for Ms. Thompson? Hearing none, can we hear from the applicant, please?

Chip Mitchell, 4228 Melrose Avenue, Jacksonville, Florida, 32210, Agent for Applicants: My name is Chip Mitchell, I'm with Designs for Living LLC, and I have been helping folks like the Callahans now for 45 years in this market area in Northeast Florida. I am kind of a bearer of bad news because I am a conformist. The first things I looked at were the site plan and the LDRs, and I saw that this is a non-conforming property. It is nonconforming because when the house was built some 60 years ago, it was conforming to the development but under today's new LDRs, side setbacks of 10 feet on each side are required, and this house only has a 7.5-foot side setback on the south side, which throws it into a nonconforming status. And because it is nonconforming, this limits the amount of expansion the structure is allowed to have. In addition to the 7.5-foot setback on the south side, there is a 10-foot drainage easement between the Callahans' lot and the lot next door to the south. The whole idea behind setbacks is to protect you from your neighbors with a separation, and because of the 10-foot drainage easement, the Callahans' home is 17.5 feet, and not 10 feet, away from this next door neighbor's lot line.

Hester Longstreet: Your clients are only looking to add on to their house, they are not looking at tearing down the house and rebuilding it?

Chip Mitchell: No, my clients aren't that rich.

Kevin Kincaid: And just to clarify, would the proposed new additions further expand the existing encroachments in this non-conforming 7.5-foot side setback? In other words, would anything new that is proposed be in conformity with the current LDRs?

Chip Mitchell: Correct. I always design to the setback, and not to any existing encroachments. As I tell my clients, it is easier to not reinvent the wheel, and just work within the rules.

Kevin Kincaid: Just to clarify, the variance, if granted, will basically grandfather the existing single-family residence as a non-conforming structure and allow expansion of greater than 25% of the gross floor area with the proposed additions.

Brian Law: I would like to stay away from the grandfathering provision because we are simply here to consider the variance for the proposed additions in excess of 25% of the existing gross floor area. God forbid, but if a natural disaster was to occur to the house, any variances or pre-existing conditions are off the table, if that is what you are asking. That's why I get cautious about using the term "grandfathering."

Kevin Kincaid: So, we are not giving a blanket approval to the current non-conforming setback. The variance is just to allow the applicants to go around that regulation.

Brian Law: If granted, the variance would allow expansion of the structure in excess of 25% of the existing gross floor area. As many of the senior Board members know, setbacks have ping-ponged back and forth quite a bit in the last five or six years, but they have now finally settled to where almost everybody is happy. This house appears to have been built in 1961, and the City's LDRs really didn't come into effect until the early 1990s.

I would encourage everyone to look at the City seal on the wall behind the Board members, as the seal has the year the City was incorporated, 1959, on it, so when this house was built in 1961, this was at the beginning of the City. There is no real viable opportunity to vacate the existing drainage easement, as the City's Public Works Department has shown that they are not willing to do this because it is a drainage easement for the subdivision, which is needed. The applicants are not asking to violate any setbacks with the proposed additions, and they are not asking for any variances in regard to lot coverage or ISR coverage. They are asking to expand an existing non-conforming structure by more than 25% of the gross floor area. It is a nonconforming structure simply because the side setback on one side is only 7.5 feet, and the current side yard setback requirement for this particular property is 10 feet.

Kevin Kincaid: Have there been any objections from anybody?

Bonnie Miller: None on record.

Hester Longstreet: If we don't use the word "grandfather" but say pre-existing, we could grant the variance based on the pre-existing structure, or whatever you want to call it.

Chip Mitchell: Yes, it was conforming when it was built in 1961 but today it is not.

Kevin Kincaid: We can grant the variance as requested with the understanding that it was built under pre-existing regulations and conditions. Do we have any public comment? Hearing none, any other discussion? There was no further discussion.

Motion: to approve Land Use Variance File No. VAR 2023-09, for expansion of a non-conforming structure by more than 25% of the gross floor area for a proposed 797.41-square-foot addition to an existing 1804-square-foot total single-family residence in a low density residential land use district at 13 Oak Road, St. Augustine Beach, Florida, 32080, based on the pre-existing non-conforming status of the existing single-family residence that was built under pre-existing development regulations in 1961. **Moved** by Hester Longstreet, **seconded** by Kevin Kincaid, **passed 7-0** by the Board by unanimous voice-vote.

D. Concept Review File No. CR 2023-01, for demolition of the existing 48,555-square-foot Publix grocery store and rebuild to a new 54,964-square-foot Publix grocery store and reconfiguration of the Anastasia Plaza shopping center parking lot to create additional parking spaces for the shopping center, in a commercial land use district at 1001 and 1033 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, Patrick McKinley, Agent for Regency Centers and MCW-RC-FL-Anastasia LLC, Applicant

Jennifer Thompson: I'd like to present the next two items together, because the first item is a concept review for an extraction of the current Publix to build a new 54,964-square-foot building in its place, and then the following variance application pertains to the parking lot reconfiguration included in the concept review. As some of you remember from previous concept reviews, they are more of a fact-gathering application for informational purposes, as the Board doesn't make a motion on a concept review

application. It is just a chance for everyone to ask questions and understand the applicant's vision. The variance application is asking for three items. The first request is for a reduction of the standard parking space size, which per the LDRs is 9-feet-by-20-feet. The current parking spaces at Anastasia Plaza are 9-feet-by-18 feet, and the proposed new parking spaces are 9.5-feet-by-18 feet, with proposed new drive aisles that are 25 feet wide. The new configuration of the parking lot will add 13 parking spaces for a total of 481 parking spaces. Current parking regulations per the LDRs require 429 parking spaces. Back in 2012, the Board granted a variance to Salt Life allowing this restaurant to reduce the size of its parking spaces to 9-feet-by-18-feet. The second portion of the variance is a request for a reduction of the north buffer. Back in 1987, when Anastasia Plaza was built, there were no buffer requirements because the property to the north was zoned commercial. This parcel is now owned by the City and is the future site of Hammock Dunes Park. Currently, the City does not have plans for improvements to this parcel in the near future. The LDRs state non-compatible uses must have a 15-foot buffer between them. The Hammock Dunes Park property is now zoned for parks and recreation, and the Anastasia Plaza property is zoned commercial. The northern buffer between the Hammock Dunes Park property and the Anastasia Plaza property would be limited to only a five-foot-wide buffer because of the proposed truck dock addition to the rear of Publix that will allow trucks to make that wide turn around the building. Moving away from the proposed new truck dock along the northern property line in either direction, the size of the buffer area increases and there is a larger buffer between the adjacent properties. The third part of the variance application is a request to exceed the maximum 70% ISR coverage allowed for commercial properties per the LDRs. The current ISR coverage is 80.94%, and the new ISR coverage with the Publix rebuild is proposed as 80.54%. However, after discussion with the applicant, permeable pavers, which are not calculated as ISR coverage for commercial properties, will be used and this will reduce the ISR coverage to 78.6%. This is a reduction of 10,797 square feet of existing ISR coverage. The areas that will be changed are the actual Publix building and portions of the parking lot that will be replaced with permeable pavers along the northeastern side of the property adjacent to A1A Beach Boulevard and the northern property adjacent to Hammock Dunes Park, and some parking spaces on the A1A South side of the Publix building and behind the existing retail building adjacent to A1A South.

Hester Longstreet: Obviously, if the current Publix is going to be increased, will this expansion take up some of the existing retail shops?

Jennifer Thompson: Yes, some of the retail stores behind the existing Publix, along with the Cato store, the Publix Liquor store, the sunglasses store, and one other retail suite will be part of the new Publix. All the other areas will remain as they are now.

Brian Law: Axis Investments is the other retail suite.

Hester Longstreet: So, this is not just blowing out walls, Publix will be demolished and a new one built, correct?

Jennifer Thompson: Yes. Publix and the other retail areas mentioned will be demolished for the rebuilding of the new Publix, but the other areas of the Plaza will not be disturbed.

Hester Longstreet: If the entire parking lot is going to be redone, what will happen to those businesses that will not be part of the Publix rebuild?

Jennifer Thompson: They will be redoing the parking lot in phases, so the entire parking lot will not be closed at any one time. Portions of the parking lot will be closed, so that, at any given time, there will be parking available to the businesses remaining open.

Larry Einheuser: I've been through this when the Publix at Moultrie Plaza was rebuilt, and they didn't completely block out everything at once. They just built the new Publix, left the other businesses, and did everything in phases, and we loved it when it was all done. It does take a little time, but we need a bigger Publix, definitely.

Kevin Kincaid: Any other questions for Ms. Thompson? Hearing none, can we hear from the applicant, please?

Patrick McKinley, 1 Independent Drive, Suite 114, Jacksonville, Florida, 32202, Agent for Regency Centers, Applicant: Good evening, I am Patrick McKinley with Regency Centers. I appreciate your time this evening, and I have our team here ready to answer any questions. Anastasia Plaza was built in 1987, and Regency Centers purchased it in 1993. We are nationwide now, and this one is special to us, because it is one of the first 24 properties we purchased when we went public. We've owned it now for 30 years, and a redevelopment of this property is long overdue. I want to bring up a similar redevelopment you may or may not be familiar with in Jacksonville Beach, where we just tore down an existing box and redid the façade for the Whole Foods project there. It's a good one to at least visit because it gives a good reference point for what we did. We kept the existing tenants open as has been mentioned for this site and the community has been really happy with it. We've been trying for a long time to figure out how to get the Publix at Anastasia Plaza bigger, because we know the community really needs it. We finally are here with the plan that gets you a new Publix, and a fully reimagined façade that gets the beach coastal vibe that this community needs rather than the look it has today, which is a little outdated. We have our architect, civil engineer, construction manager, and land use attorney here, ready to answer any questions.

Hester Longstreet: Are the outdoor patio and the kiosk something for your employees?

Patrick McKinley: This would be a new outside patio. Something we are trying to add to our shopping centers are gathering spaces, as really there is no outside dining. We want to take the opportunity to build an outside patio covering about 1300 square feet. For the kiosk, we envision some covered space, nice hardscapes, nice seating, maybe some fake grass for kids to play around on, maybe a dessert shop to create a space for customers to gather, as that is what shopping communities are really gravitating towards.

Staci Rewis, 1 Independent Drive, Suite 1200, Jacksonville, Florida, 32202: I'm the land

use attorney here on behalf of the applicant, and through the chair. I wanted to make sure we addressed some of the variance topics. Very similar to the property that you saw just before this, this is an existing use, built prior to the current code. To rebuild Publix, some variances are needed. The hardship is not self-created but is because of the current code. Regency Centers really wants to give back to the community with an improved area that matches the coastal vibe here. I want to comment on an email copied to the Board in their meeting packets from a citizen, Mr. Burnett, regarding making a recommendation for a traffic improvement, in particular, a roundabout at the shopping center's entrance on A1A Beach Boulevard. We do not support that or believe it is necessary at all. We are not increasing the square footage of the shopping center. The square footage of Publix is increasing to meet the community needs, but because of the other changes with some of the other tenants leaving, there is an 875-square-foot decrease in the total building square footage. So, there is no increase that would necessitate a traffic study or anything along those lines. Also, it is not our road, so we can't go and do a study and then potentially ask St. Johns County, as I do not think the City owns all of that right-of-way, as well as the Florida Department of Transportation (FDOT), to accept that study. We would appreciate your support of the three variances to allow the redevelopment, but we cannot agree to the condition proposed by Mr. Burnett.

Hester Longstreet: What is the time frame for all this happening?

Patrick McKinley: We are working on the final agreements with our tenants and getting the plans done, so I would say it will be early next year. The whole project itself, including the tear-down and rebuilding of Publix, will probably take plus or minus 12 months.

Hester Longstreet: And what about the employees?

Patrick McKinley: Publix typically relocates employees to other stores while redevelopment is happening, but that would be up to them.

Hester Longstreet: This is important, because a lot of those employees live here in St. Augustine Beach, and we would want to know about that. We have a lot of people who use the Publix Pharmacy, and these people are going to ask those questions, and we want to be able to have answers to these questions for the citizens.

Patrick McKinley: Based on a meeting we recently had with staff, I asked Publix if they could do a temporary pharmacy and maybe even a temporary liquor store, so they are looking into that, but I haven't heard back from them on this yet.

Hester Longstreet: We are assuming the employees are going to be taken care of then?

Kevin Kincaid: I think what the applicant is saying is that we must ask Publix about that.

Larry Einheuser: They will be taken care of. I knew a lot of the employees at the Moultrie Publix when I lived over there off Wildwood Drive. They went away to work at different stores while Publix was being rebuilt, and when it was done, they all came back.

Patrick McKinley: That is my experience when we've torn down and rebuilt other stores.

Hester Longstreet: I see there will be nine handicap accessible parking spaces in front of Publix. I went by there and know that there are 11 handicap accessible spaces now. So, will we be losing two handicap accessible parking spaces?

Brian Law: In the State of Florida, the number of handicap spots is based on the total number of available parking spots. I looked at this based on the total number of parking spaces, and they are in compliance with State law. The City currently has no provision for any additional parking spaces, and this is something that will be reviewed in greater detail.

Hester Longstreet: We are losing two handicap parking spaces, not just for Publix, but for the other tenants, too. The two handicap accessible spaces that are currently on the other side of Publix will be gone, as this is where the picnic area and kiosk are proposed.

Kevin Kincaid: We got the stuff on the traffic circle or roundabout and I don't believe that, as a Board, this is under our purview or is a hunt we can get into, but I would like to ask if there is any consideration being given to the current entrance and exit. On occasion, not often, but on occasion, with the two entrance lanes and two exit lanes on each side, I'll see somebody either go in or come out the wrong way. Can I ask your engineer if there has been any consideration given to changing the entrance and exit design?

Wade Olszewski, Professional Engineer, CPH Corporation, 5200 Belfort Road, Suite 212, Jacksonville, Florida, 32256: Unfortunately, this side is so tight and one of the goals here is to increase the parking, as this Publix is one of the busiest stores in Florida. We haven't made any changes to the entrance other than modifying the flow onto the site. If you come in that way now, you kind of get forced down that one-way aisle straight to the front of Publix, which is not a safe condition with the pedestrians out front. So, we modified this so that it doesn't take you directly there and you have more of a clear path to use the rest of the parking lot. All the drives are two-way and 25 feet wide. The whole area is being repaved and it will be brand-new, thermoplastic.

Kevin Kincaid: Okay. That island there, I think, is confusing to people at times, as again, on occasion, it is not something I've seen often, but I have seen people pull in and jam on their brakes because they are going the wrong way out or the wrong way in.

Hester Longstreet: Maybe arrows, like brighter arrows, would help, because I don't remember seeing any arrows at all. I have seen a lot of people doing the same thing, and if there were brighter arrows showing the way to go left, straight, or right, this may help our wonderful tourists that come here figure out how to get into and out of this place.

Kevin Kincaid: I'm not a traffic engineer, so I don't know what the fix is, but I don't believe this Board has the authority to get involved in traffic circles and traffic flow.

Hester Longstreet: But we could say we will have drawn and painted arrows for those that come to visit and are not familiar with St. Augustine Beach.

Wade Olszewski: We could narrow the entrance drive as we really don't need two lanes coming in. We need two lanes going out, but one option I'll look at with our traffic engineer is the possibility of narrowing the entrance down to just one wide lane.

Kevin Kincaid: Thank you. Any other comments or questions? Hearing none, can we have public comment?

Jim LeClare, 115 Whispering Oaks Circle, St. Augustine Beach, Florida, 32080: In general, I think this is great, but my concern, which I discussed with the Regency Centers folks already, is with the community-owned park to the north of Anastasia Plaza, which may possibly be used by residents as a potential path to the beach, because beach access was blocked off once Whispering Oaks Subdivision was put in. On my phone I have a snapshot, which I will show here on the overhead, of what I saw walking down the sidewalk along A1A Beach Boulevard near the park. Some of us clean up trash left like this on a regular basis, and you can imagine what it is like to be walking along the sidewalk with your kids and telling them not to look at the used condoms thrown to the side. The point I am making is there are going to be more dumpsters added to the shopping center, and there has to be a way to secure that area, maybe with security cameras, as we have to think of that park area as a public pathway to the beach someday. I am not opposing any of the variances, but as things change, I'd like everyone to think about the natural area we have left in the park, as St. Augustine is not a secret anymore, it is much different from the way it was 10, 20, 30, or 40 years back when you could camp on the beach at the State Park. I'm a big Publix fan and have been forever, but I just want to make sure we're looking at the whole picture and that area we all own as a community park is kept in check, so you don't have to wonder if what you see is a white egret or a big Styrofoam container.

Bobby Crum: 301 Spanish Oak Court, St. Augustine Beach, Florida, 32080: I generally want to say I am very much in favor of the plan, conceptually, as I am a customer of this shopping center and Publix, which is one of the few businesses and corporations that gives back. They are the largest giver to United Way of St. Johns County, I love Publix and everything they do. I just have a couple of comments about the plan. To the east of Taco Libre, there is a dirt pathway where people tend to walk. I really hope we can put some kind of a sidewalk that extends from the parking lot at the northeast side of the shopping center to the sidewalk along A1A Beach Boulevard. I have lived in Whispering Oaks, which is the community north of the park, for 20 years, and on multiple occasions, we have had flooding issues, and I know that there is stormwater coming from the shopping center onto the park land. If you go back behind the buildings now, you'll see rooftop water coming down on a gutter, and it literally just goes right out into the park. My biggest concern with the whole project is to not have that stormwater going into the park, to somehow retain it going into the retention pond, as we have had flooding issues in Whispering Oaks because of this. If Publix and Regency Centers can figure out a solution to this, I would be very happy. That's really my only concern with the project.

Deborah Hagenbuch-Reese, 290 Sunset Drive, Units A and B, St. Augustine, Florida, 32080: I live in Sunset Park Subdivision, which is directly right across the street from this shopping center. I love Publix, I shop there, and I don't know what I'll do without the

pharmacy, so if they can think of some kind of temporary set up for the pharmacy, that would be great. My concern is about the traffic flow since Anastasia Plaza was originally built. It's great to have the entrance off A1A Beach Boulevard as the "main entrance," but I am almost positive the majority of the traffic comes in off A1A South. At peak times, people are backed up in that turn lane all the way out to the main traffic lanes, as this is where everybody comes in. This is a community where we encourage bike riding, people are out walking their dogs, and everyone is crossing A1A South to get into the shopping center. I don't know if this needs to be addressed to somebody else, but this seems like the place to start, so is there any way this turn lane could be enlarged and made safer? I know some of my neighbors would like to have an intersection here with a traffic light. At the very least, we need a crosswalk with buttons for bike riders and pedestrians to push to stop traffic and allow them to get across safely. This is a safety problem, and it seems like this is proper time to bring it up, which is the reason I came here tonight.

Brian Law: This is a State highway under the authority of the Florida Department of Transportation (FDOT), so this is not under the City's jurisdiction. Your comments are very good, but the right avenue to take for this is to speak to the City Commission, and if the Commission wants to direct staff to contact the FDOT, it can do so. City Commission meetings are traditionally held the first Monday of each month, but because the first Monday in July is on July 3, obviously the day before the 4th of July holiday, the next City Commission meeting is scheduled the following Monday, July 10, 2023, at 6:00 p.m., right here at City Hall. I would encourage you to speak at this meeting during the public comment segment near the beginning of the meeting, as the City has no right to order anything that will affect the FDOT's authority over this State highway.

Deborah Hagenbuch-Reese: What about the width of the parking lot entrance or exit?

Brian Law: One thing to keep in mind, for the Board and all the members of the public who are here and have been sticking with us all night long, is that this is a surgical extraction of an existing portion of Anastasia Plaza. The key points here are less ISR coverage, heightened lighting systems, and heightened accessibility standards. Regency Centers and the engineers they utilize can look into anything, as they are here to hear your comments and see if things are feasible. But the FDOT is a whole different animal to deal with. These comments should definitely be directed to the City Commission, and if the Commission so decides, they can inform the City Manager to direct the appropriate department to contact the FDOT to begin communication about these concerns.

Deborah Hagenbuch-Reese: So, do I request to speak at the general comments segment at the beginning of the next City Commission meeting?

Brian Law: Yes, ma'am, much like you just did, you would fill out a request to speak card and speak when the public comment part of the meeting is opened. You can speak on anything you want that's not on the agenda under the public comment segment.

Deborah Hagenbuch-Reese: So many people love to shop at Publix, and I don't know of anybody who's unhappy about the improvement of the store or the increasing store size.

But, we do have a traffic problem in this area that's becoming quite dangerous. This seemed like a good place to start, and the City sent me a letter about the proposed new store and parking lot reconfiguration, so thank you very much for your time.

Hester Longstreet: I think we all probably agree with this, so maybe we can also put our hat in the ring and ask the City Commission to speak with the FDOT.

Brian Law: Definitely, if the Board wants a unified letter for simplicity, I would ask that it come from the chair, just so we continue the system of chain of command, and then staff would be more than happy to direct it to the City Manager, as he is the conduit to the City Commission and as such is the person who will make sure the Commissioners all get it.

Hester Longstreet: Can I make a motion that we address the safety issue and concerns of being able to go in and out of the shopping center?

Brian Law: I would say no. You can submit a letter as a unified Board, but keep in mind, this is a concept review. No motions are to be made on a concept review application. Only the application for the variances is to have a motion for approval or denial.

Hester Longstreet: Kevin, do you have a problem with drafting a letter?

Kevin Kincaid: Is anybody in opposition to us drafting a letter asking, at the very least, consideration of this citizen's concerns? Hearing none, Brian, can I give you a rough draft?

Brian Law: No, sir, we want it to be in your words, on behalf of the Board, and not mine.

Kevin Kincaid: Okay.

Brian Law: I want to remind the Board of the Sunshine Law, so just keep that in mind as you are drafting a letter. You are not to speak to other Board members outside of a public meeting such as this. Also, this has no bearing on any future development orders, this is a safety concern raised by a citizen and it will be moved up the chain to the next level.

Hester Longstreet: And because this is a safety concern, whether the rebuild of Publix and the proposed variances get approved or not, these concerns should still be addressed.

Brian Law: Yes, ma'am.

Kevin Kincaid: Okay, let's move on to the variances requested in the variance application.

Wade Olszewski: I just wanted to address a couple of items that were brought up. One gentleman asked about having a sidewalk connection from the restaurant, Taco Libre, to the sidewalk along A1A Beach Boulevard. We are proposing a connecting sidewalk from the east side of the restaurant to the sidewalk right-of-way along the Boulevard. The lady who just spoke mentioned the access driveway on the A1A South side of the shopping center, which we are proposing to widen, mainly for the Publix trucks. We are

going to try to take the extreme changes in grades and soften them out a little bit, and find a way to connect the pedestrian walkway that goes around Publix and runs along the buildings in back of Publix to the existing sidewalk to the west along A1A South. Regarding drainage, there's an existing St. Johns River Water Management District permit that requires all water on this site to go to the retention pond. It may not all go there now, as I know there is a lot of relief between the park property between Anastasia Plaza and Whispering Oaks. I'm not sure how the water gets there, but we are going to be held to keeping all the water on-site, and we are making improvements back there. Some of that is new parking with curbing, so we are going to have to make sure it drains on-site and not off-site. Regarding trash, this plan just shows two enclosures, but we are adding two more, so there will be four state-of-the-art dumpster enclosures back there with doors so that the trash generated by the shopping center will be better contained.

Staci Rewis: I would like to just get on the record to staff that, if possible, to the extent of any discussion about the Anastasia Plaza property itself and any safety concerns or issues in the letter drafted by the Board chair, that Regency Centers be at the table with FDOT to have those conversations as well. Thank-you.

Matt Atkins, 316 High Tide Drive, Unit 201, St. Augustine Beach, Florida, 32080: I'm a vested community representative, and I also work for Publix, as a Publix manager. Part of the Publix rebuild includes adding a dock for trucks. Our Publix is one of the busiest stores in Florida, and we currently use a scissor lift to unload all merchandise, so we are in desperate need of a truck dock. It's a safety issue, absolutely, first and foremost. I could go on and on about the list of things we need as an employee representing Publix, and I wasn't asked by anybody to be here. If we continue with things as they are, we are going to have a lot of the same issues and concerns with traffic and litter in surrounding areas and things like that. But I think adding a new façade to the community is a need, as Florida is susceptible to mother nature, obviously, and I think this complex is showing its age. Once development starts, we can't stop it, and I think the proposed Publix rebuild and parking lot reconfiguration plan has a lot of assets and benefits to it.

Kevin Kincaid: Thank you very much. Okay, let's discuss the variances individually, but then if we have a motion, we can vote on all three variances at the same time, or we can separate them, however the Board wants to do it.

Jennifer Thompson: Would it be helpful if I just summarized each item?

Kevin Kincaid: Sure.

Jennifer Thompson: The first variance is to reduce the required standard parking size of 9-feet-by-20-feet per City Code. The current parking space size at Anastasia Plaza is 9-feet-by-18-feet, and the parking size proposed in this variance is 9.5-feet-by-18-feet.

Kevin Kincaid: So, the effect of this variance would be to increase the size of the current parking spaces, but not increase the size to what is required in the LDRs.

Jennifer Thompson: Correct. The parking space widths would be increased by one-half of a foot and the parking space length would be what it is now, which is 18 feet long.

Kevin Kincaid: No parking spaces would be lost, and the current parking space size would be increased, but still not meet the current parking space size regulations.

Jennifer Thompson: Yes, and there would be a gain of 13 parking spaces. There was a previous variance granted for Salt Life in 2012, which I pointed out earlier, allowing Salt Life to have parking spaces that are 9-feet-by-18-feet.

Kevin Kincaid: Okay. Any questions or comments on this variance request? All right, on to the next one.

Jennifer Thompson: The next variance is for a reduction of the north buffer to 5 feet and 10 feet in certain areas along the northern boundary line of the Anastasia Plaza property. When the Plaza was built in 1987, there were no buffer requirements because both property uses were commercial. Then in 2009, the City purchased the property to the north and effectively changed the use to parks and recreation. Non-compatible zoning uses are required to have 15-foot buffers between properties. The variance requested is to reduce this 15-foot buffer to 5 feet in some areas and 10 feet in other areas.

Kevin Kincaid: So, if it weren't for a change in zoning and land use, the 15-foot buffer would not be required, because both Anastasia Plaza and the parks and recreation property next door were zoned commercial when Anastasia Plaza was first built.

Jennifer Thompson: Correct. Not until 2009, when the City bought the adjacent property and it was rezoned to parks and recreation, would a buffer have been required.

Kevin Kincaid: My feeling here is that with respect to the City Park, I have an issue with having no buffer between this property and the Anastasia Plaza property, so I think the 5-foot buffer is reasonable since there was no buffer required before the property use was changed to parks and recreation. However, I would request that a fence be installed between these properties, to stop the migration of trash and garbage that is coming out of the parking lot from moving into other surrounding areas. I don't think we can stop the people or stop the trash but we can certainly require a barrier to be put up so trash doesn't go into our park and people don't use the park as a walk-through to hide in when they go behind Publix and dump trash. I would like to see a fence installed somewhere within that 5-foot buffer to just kind of encapsulate the park away from the Anastasia Plaza property and parking lot. I'm okay with the 5-foot buffer but I'd like something additional to help control the trash that gets dragged and blown into surrounding areas.

Gary Smith: I think that is a great idea.

Jennifer Thompson: The last variance request is to exceed the maximum ISR coverage, which is 70% for commercial land uses. Currently, the ISR coverage for Anastasia Plaza is 80.94%. In 1987, when the Plaza was built, there were no ISR regulations, which is why it

is currently at 80.94%. As I mentioned earlier, because they are using permeable pavers in some areas, the new proposed ISR coverage is 78.6%, which would reduce the current ISR coverage by 10,797 square feet.

Kevin Kincaid: So, we gain a community benefit with the new Publix and we gain reduced ISR coverage though it is still higher than the current ISR regulations for commercial properties. This will be a gain of an additional 10,797 square feet of permeable paver surface, which I think is a win. Any other comments or questions from anyone?

Staci Rewis: Could I clarify about the fence? I mean, as long as it is on the property line and it is allowed within that buffer area, I think it's fine. We just want to make sure that the fence is not in the concrete loading drive aisle and things like that.

Kevin Kincaid: My feeling is as long as the fence is not on the park property, but on the Anastasia Plaza property, and it is something that is going to keep the trash and everything else out of the park, I don't think it needs to be in the parking lot or drive aisle.

Staci Rewis: Okay, got it. Thanks.

Brian Law: Before the Board makes a motion about the fence, it may be helpful to the applicants to discuss what type of fence is to be installed.

Kevin Kincaid: It should be trash-proof. I'm not a designer, but I think if there was a fence put up to protect the City's Hammock Dunes Park, or whatever it may become in the future, it will be much easier to ask that a fence be put up now between the park and the Anastasia Plaza property, instead of waiting to ask that a fence be put up later when we decide to make improvements to the park or use it for something else or whatever. I don't know if I would design the fence, other than saying it should be more of a solid fence rather than a metal rail fence or something that allows trash to get through.

Hester Longstreet: So, should it be just like what, an 8-foot-high wooden fence?

Kevin Kincaid: Either wooden or PVC or whatever type of fence is allowed per the LDRs, it should be something to protect the park. I don't want to prescribe exactly what it is.

Patrick McKinley: Typically, when we do some type of barrier fence, it would be some sort of 6-foot-high chain link fence, which I guess theoretically, would allow some things to get through. But I think the issue is with people bringing trash through, and the chain link fence would solve the problem. We are okay with doing whatever the Board specifies.

Larry Einheuser: You could put green strips through the chain link, which would match the Publix green.

Kevin Kincaid: Yeah, it should be something to make it a little more aesthetically pleasing than chain link fence, since it will be a barrier between the shopping center and the park.

adjacent to the Hammock Dunes Park property. Moved by Kevin Kincaid, seconded by Gary Smith, passed 7-0 by the Board by unanimous voice vote.

VII. OLD BUSINESS

VII. BOARD COMMENT

Chris Pranis: Does anyone know the status of that crab boil business the Board approved?

Brian Law: I was there this morning for an under-slab plumbing inspection, so the permit for this has been issued to the contractor and construction for it has begun.

IX. ADJOURNMENT

The meeting was adjourned at 8:17 p.m.

Kevin Kincaid, Chairperson

Bonnie Miller, Recording Secretary

(THIS MEETING HAS BEEN RECORDED IN ITS ENTIRETY. THE RECORDING WILL BE KEPT ON FILE FOR THE REQUIRED RETENTION PERIOD. COMPLETE AUDIO/VIDEO CAN BE OBTAINED BY CONTACTING THE CITY MANAGER'S OFFICE AT 904-471-2122)

Chris Pranis: And it is not only people dropping trash, it is the wind blowing it around.

Brian Law: Going over this with the City Attorney, does the Board want the request for a fence to be part of the variance order, or part of the final development order? We are just trying to get the paperwork in order in case the City Attorney has any questions with the drafting of the variance order.

Kevin Kincaid: What happens if we approve the variance without putting in the request for a fence?

Brian Law: The final development order gives you the option to make recommendations to the City Commission regarding the building development process. For example, and this is no guarantee of any future approvals, the Board could recommend the approval of the plans as submitted with the condition that a fence be installed along the buffer area adjacent to the park before the Certificate of Occupancy is granted for Publix's rebuild.

Kevin Kincaid: Or we could require the fence as a condition of the variance approval.

Hester Longstreet: Let's just do it now so we don't have to remember it.

Kevin Kincaid: I will make a motion that we approve the three variances as requested, with the exception that a barrier fence be installed on Anastasia Plaza property in the buffer area between Anastasia Plaza property and the Hammock Dunes Park property.

Gary Smith: I second the motion.

Kevin Kincaid: We have a motion and a second. Do we have any discussion on the motion?

Brian Law: I would ask that you give the applicants one more chance to speak, based on the motion.

Patrick McKinley: As long as the fence is only required along the north property line, this is the only verification I need, and we're good with it.

Kevin Kincaid: Okay, may we have a vote on the motion please.

Motion: to approve Land Use Variance File No. VAR 2023-10, for variances for the proposed reconfiguration of the Anastasia Plaza shopping center parking lot for existing non-conforming uses for minimum parking space size reduction to 9.5-feet-by-18 feet; reduction of the northern landscape buffer to 5 feet and 10 feet in certain areas to accommodate the proposed new truck dock; and to maintain but lower the existing non-conforming impervious surface ratio coverage of 80.94% to 78.6% at 1001 and 1033 A1A Beach Boulevard, 5t. Augustine Beach, Florida, 32080, subject to the condition that a barrier fence be installed along the northern buffer area of the Anastasia Plaza property

SEPAC July 2023 Meeting Update

1. Mickler Butterfly and Pollinator Garden - The City is continuing to investigate the incident regarding the contractor who drove through the wildflower garden. Public Works is trying to determine the cost of the damage. Public Works has plans to reseed the garden in the fall. The pollinator boxes are working well.
2. Plaza Discussion - After securing approval from the Commission, the committee has selected the plaza at 8th St. and A1A Beach Blvd. for the installation of an ecogarden. We received quotes (from Native Plant Consulting, Southern Horticulture, and Leonardi's) based on the the original design for D Street. The committee approved the cost of \$195 for Chair Krempasky to secure a new design from Native Plant Consulting for 8th St. Once we have the new design, we will ask the three companies to rebid. Public Works is requesting to have a maintenance agreement with Native Plant Consulting. We plan to use \$4,000 for the installation of the ecogarden at 8th and A1A. We have funding for two plazas. Time-wise we will not be able to complete the second plaza within this fiscal year and will request a budget resolution to move the funds
3. Urban Forestry Update - the watering truck is still out of commission. No new planting can be done until the truck is repaired.
4. Environmental Planning Projects - Member Thomson introduced four new projects to research: Sustainable Stormwater Management, Climate Change Action/Adaptation, Urban Forestry Management, Natural Resources Conservation and Recycling. His thought is for members to work independently with City and staff and report findings monthly. The committee agreed we need a little time to consider this approach and will address it again at our next meeting.
5. Environmentally Friendly Landscaping Recognition - Chair Krempasky ordered 10 signs for \$200. The stakes to install the signage on the residents' property will cost \$4. Once the signs are printed, Chair Krempasky and Vice Chair Bandy will meet with the residents whose properties are being recognized.
6. Environmental Speaker and Film Series - Vice Chair Bandy will invite best-selling novelist, Floridian Jeff VanderMeer, to speak at the October speaker series. Mr. VanderMeer has a recent article in Time magazine "Florida's Environmental Failures Are a Warning for the Rest of the U.S."
7. August Newsletter Topic - announcement of 2023 AIESA deadline (August 25) and announcement of one of the Landscaping Recognition property owners.
8. Environmental Education Materials - Vice Chair Bandy proposed some ideas for brochures including when you should be watering, how to correctly trim a palm tree, the

importance of an arborist, why native plants are important. She will mark up a design for the September meeting.

9. Other Committee Matters - Vice Chair Bandy presented a review of our FY 2023 budget. We still have funds for a Butterfly Garden, part of the project on Mickler. Chair Krempasky will contact vendors for bids. Time-wise we will not be able to complete the second plaza within this fiscal year and will request a budget resolution to move the funds.

Submitted by Chair Sandra Krempasky

COMMISSION REPORT

July 2023

TO: MAYOR/COMMISSIONERS

FROM: DANIEL P. CARSWELL, CHIEF OF POLICE

DEPARTMENT STATISTICS June 23 , 2023 - July 25, 2023

CALLS FOR SERVICE – 1530

OFFENSE REPORTS - 58

CITATIONS ISSUED – 54

LOCAL ORDINANCE CITATIONS - 51

DUI – 2

TRAFFIC WARNINGS- 141

TRESSPASS WARNINGS- 26

ANIMAL COMPLAINTS - 11

ARRESTS - 15

- **ANIMAL CONTROL:**

- St. Johns County Animal Control handled 11 complaints in St. Augustine Beach area.

MONTHLY ACTIVITIES –

Blood Drive June 27th 12-5pm

Blood Drive July 11th 12-5pm

Lawn Mowing July 19th 7am

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: MONTHLY REPORT
DATE: 7/26/2023

Finance

The fiscal year is 75% complete and we are showing approximately 73% of our revenue has been collected and we have recorded almost 60% of our budgeted expenditures. As FY23 is coming to a close, discretionary spending will be placed on hold effective August 1st as we work to close out open purchase orders and complete projects ahead of year end. The FY24 Preliminary Budget has been prepared and will be discussed at the Budget Hearing on July 31, 2023.

Communications and Events

There are no upcoming events for the month of August, but work continues for events into September and our holiday season.

Technology

The IT Team has no updates at this time.

ARPA Worksheet

\$3,507,979.00

APPROVED TO SPEND

Approval Date	Police Department ARPA List			
	Item		Qty	Cost Estimate
4/19/2022	Detective's Vehicle		1	\$ 40,000.00
4/19/2022	Administrative Vehicle		1	\$ 50,000.00
4/19/2022	Commander Vehicle		1	\$ 50,000.00
4/19/2022	Chief Vehicle		1	\$ 50,000.00
4/19/2022	Vehicle Radars		3	\$ 25,000.00
				\$ 215,000.00

Amt Spent	
\$	37,657.68
\$	50,561.18
\$	50,299.47
\$	51,005.47
\$	9,848.00
	\$ 199,371.80

Public Works ARPA List				
9/26/2022	Concrete Grinder		1	\$10,000.00
9/26/2022	Stormwater Bypass Pump	6" dewater pump DBA	1	\$75,000.00
9/26/2022	Dump Truck	Replacement (6 cy #56)	1	\$130,000.00
11/14/2022	Dump Truck	Replacement (17 cy #56)	1	\$174,943.00
9/26/2022	Pickup Truck	Replacement (#64)	1	\$35,000.00
9/26/2022	Pickup Truck	Replacement (#67)	1	\$35,000.00
9/26/2022	Pickup Truck	Replacement (#66-2006)	1	\$35,000.00
9/26/2022	48" mower	replacing scag	1	\$10,000.00
9/26/2022	2nd Street Improvement	ditch-3rd Ave/Lane	1	\$100,000.00
9/26/2022	Parking Improvements	5th Street (Beach Blvd to 2nd Ave)	1	\$95,000.00
9/26/2022	Parking Improvements	4th Street East Parallel	1	\$100,000.00
9/26/2022	Parking Improvements	8th Street Lot SW	1	\$20,000.00
9/26/2022	Parking Improvements	A St/1st St West Lot	1	\$200,000.00
7/11/2022	Claw Truck		1	\$162,000.00
6/6/2022	Trailer 12 ton deckover 22'		1	\$12,000.00
4/19/2022	Refuse truck 25cy	replacing 77	1	\$250,000.00
4/19/2022	Refuse truck 25cy	replacing 79	1	\$250,000.00
				\$1,488,943.00

Reduced \$55k-move to OH

	\$5,942.70
	\$0.00
	\$0.00
	\$178,317.00
	\$25,724.55
	\$25,724.55
	\$29,533.55
	\$8,654.15
	\$100,000.00
	\$95,000.00
	\$100,000.00
	\$20,000.00
	\$200,000.00
	\$161,439.30
	\$12,465.47
	\$241,483.49
	\$241,483.49
	\$1,445,768.25

Other Suggestions				
9/26/2022	ID Cards	ID Card equipment, cards, printers, supplies	1	\$20,000.00
		Add multifactor authentication for entire city. According to Homeland Security CISA, cyberinsurnace underwriters are goind to be requiring this.	1	\$25,000.00
9/26/2022	MFA Citywide			
9/26/2022	Secure Bldg C	Block in front glass, block in W & N PTAC units, place flooring over concrete	1	\$40,000.00
9/26/2022	Video Production Impr	Cameras/Captioning equipment for city meetings; addition of wiring & technology to dais.	1	\$75,000.00

	\$20,000.00
	\$25,000.00
	\$40,000.00
	\$75,000.00

4/19/2022	Pipe Ditch-Vacant Alley	2nd/3rd Street-West of 2nd Ave		\$100,000.00			\$100,000.00	
5/2/2022	Ocean Hammock Park	Restroom completion-in addition to grant		\$355,000.00	Increased-BR23-10		\$355,000.00	
12/2/2022	Ocean Hammock Park	Completion of Ph 2 improvements		\$100,000.00			\$100,000.00	
6/6/2022	Beach Access Walkovers	\$67k in FY22, remainder in FY23		\$335,000.00			\$166,400.00	
6/6/2022	Paving Projects	Needed paving throughout the city		\$200,000.00			\$0.00	
11/14/2022	Paving Projects	Increased Paving throughout the city		\$230,057.00	\$1,280,057.00		\$239,691.94	\$1,121,091.94

Pay Increases								
4/19/2022	Pay Increases-FY22	Increase pay to \$15/hr minimum or bonus		\$136,000.00	\$136,000.00		\$136,000.00	\$136,000.00
				Total Approved		\$3,120,000.00		

ADOPTED BY COMMISSION

Public Works ARPA List								
Water tanker	**REMOVED**		1	\$0.00			\$0.00	
Storm drain cleaning			1	\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00

Other Suggestions								
FY24 Budget	Parking Improvements	Dirt Lot Paving SW Corner of Blvd & 8th St		\$160,000.00			\$160,000.00	
					\$160,000.00			\$160,000.00

Pay Increases								
	Pay Increases-FY22-FY24	**REMOVED**		\$0.00	\$0.00		\$0.00	\$0.00

Total Adopted	\$260,000.00	
Total Spend	\$3,380,000.00	\$3,162,231.99

MEMORANDUM

Date: July 27, 2023
To: Max Royle, City Manager
From: Jason Sparks, P.E., Engineering Director
Subject: Engineering Monthly Report – August 2023

GRANTS

Public Works Engineering is managing the following active grants:

- **Mizell Pond Weir and Stormwater Pump Station**
HMGP Grant Project #4283-88-R – FEMA/FDEM
Grant amount \$2,202,108. w/\$734,036.00 City share
Project Stage: FDEM/FEMA Closeout
Status: FEMA increased federal share by \$460,972.22 on 04/21/23. FDEM final inspection for grant closeout scheduled 06/28/23. FEMA closeout to follow successful FDEM final inspection. RFR #5 submitted on 6/16 with final closeout documents. FDEM final inspection was on 6/28. RFR #5 comments received from FDEM. Revisions sent to FDEM 07/26/23. (LHernandez)
- **Ocean Hammock Park Phase 2**
Florida Recreation Development Assistance Program
Grant amount \$106,500
Project Stage: Construction
Status: 95% complete. Revised RFR #1 (\$106,500) submitted 07/12/23. Substantial Completion walk through scheduled 07/28 with Thomas May. Send final construction completion certification package to SJCUD then FDEP for placing wastewater pump station in service.
- **Ocean Hammock Park Phase 3**
Coastal Partnership Initiative Grant – NOAA funded
Grant amount \$60,000
Project Stage: Bid rejected 06/05/23.
Status: Letter sent to FRDAP 06/12/23 requesting conversion of proposed future development from active to passive recreation/conservation to preserve park setting in natural state and protect listed species' habitat.
- **Ocean Walk Drainage Improvements** (Legislative Appropriation Request)
Grant Amount \$694,000 LPA0222, Exp Aug 24, 2024
Project Stage: Design/Permitting/Bid
Status: 95% complete. Consultant/CSAB currently working on easements; phased approached to project approved by FDEP. Confirm with SJRWMD. Reviewing MDG contract and schedule. Meeting 07/28 with MDG to discuss LS des calcs, phase I plans, bid package and easements.

- **Ocean Walk Drainage Improvements** (SJRWMD Districtwide Cost Share)
Grant Amount \$354,087
SJRWMD Cost Share City Match: \$1,062,261
Remaining: \$1,416,351 - \$694,000 - \$354,087 = \$368,264
Project Stage: Development of Grant Agreement to occur prior to Oct 1.
Status: See previous. WMD funding available after October 1.
- **Sea Oats**
Irma Recovery – FDEP Project/Contract #19SJ3
Grant Amount \$50,000 (50% match or \$25,000)
Project Stage: Pre-Construction
Status: Email sent to Alyssa Lamb requesting an additional time extension to Fall 2025 due to conflict with beach renourishment project; await official response.
- **C.R. A1A/Pope Road Storm Surge Protection – Phase 1 Design**
HMGP grant (Dorian) - FEMA/FDEM
Grant amount \$52,500
Project Stage: Design/permitting complete.
Status: Submitted Phase I documentation to FDEM 06/22/23 for Phase II funding evaluation. Revised Quarterly Report submitted 07/18 to match RFR #1 revision. Revised Phase 1 RFR#1 submitted to FDEP with additional Consultant (MDG) invoices.
- **Dune Walkovers**
St. Augustine Port, Waterway and Beach District
Grant/Contribution amount \$335,000
Project Stage: Year 1 construction complete.
Status: FY24 - Proposed walkovers 10th St., 6th St, and C Street. Presentation by RADAMS to SA Port and Water was on 7/18 to discuss matching funds for future walkovers.
- **Magnolia Dunes/Atlantic Oaks Circle Drainage Improvements**
Legislative Appropriation Request
Grant amount \$1,200,000
Project Stage: Pre-Design Study
Status: Pre-Design phase kick off meeting held 7/10 with Consultant. Consultant reaching out to FDOT for meeting during the first week of Aug. ref their drainage system capacity; Clarification needed on Brizaga's role and responsibility regarding additional grants.
- **7th 8th and 9th Street Drainage**
Legislative Appropriation Request
Grant amount \$90,000
Project Stage: Design.

Status: City webpage updated with information. Surveying began week of 7/17; Kick-off meeting with Consultant (JBPro) held 7/06.

- **Vulnerability Assessment Update**

FDEP – Resilient Florida Program

Grant amount \$50,000

Project Stage: Grant Work Plan and Consultant contract Development

Status: Working with FDEP to execute \$50K grant agreement; applied for expansion of funding to \$151,549 on 7/19/2023, intend to execute Consultant (JE) PO during FY23 for completion of Grant Work Plan Task 1, 2 and Task 3 partial.

The City proposes to submit the following grant and/or appropriation requests for the 2024-25 Florida Legislative session:

- **Stormwater Treatment Facility Capacity Improvements**

Legislative Appropriation Request: \$1.8M – Recommend breaking out design/permitting/construction dollars over different years.

Scope: Evaluate increasing weir and pond berm height to provide additional storm surge protection at the Mizell Weir. Evaluate downstream and upstream impacts. Benefits majority of the City's drainage service area, as well as County and FDOT facilities. Note that had Hurricane Ian's storm surge been a few inches higher, the weir would have overtopped, resulting in inundation of the city's drainage system. Combined with intense rainfall, this could be severely damaging to properties. (estimated benefit 5,000 people)

- **Dune Restoration / Sea Oats Planting**

Legislative Appropriation Request: \$400,000

Scope: Once the beach renourishment is complete and following sea turtle nesting season, there needs to be a replanting program to establish vegetation and encourage accretion of dunes. The dune system is vital to the City's resiliency along its entire length. (estimated benefit 7,000 people)

- **Mickler Blvd Ditch Mitigation**

Legislative Appropriation Request: \$3M. Recommend breaking out design/permitting/construction dollars over multiple years.

Scope: Regrade ditch at 11th Street, south of 16th Street. Armor ditch throughout project limits with semi-permeable product to mitigate erosion/stabilize ditch bank and increase ease of maintenance. Culvert improvements beneath 16th Street, 11th Street and at 3 independent driveway locations north of A Street will reduce system head loss and promote positive drainage.

- **Oceanside Circle Roadway and Drainage Improvements**

Legislative Appropriation Request: \$3M. Recommend breaking out design/permitting/construction dollars over multiple years.

Scope: Oceanside Circle is an approximately 915 linear feet dead end roadway connected to, and north of, Versaggi Drive in St. Augustine Beach, Florida. Prior to 2011, the roadway consisted of a shell/dirt driving surface. In late 2011, the City paved the then existing dirt roadway with a double chip seal, rather than construct a traditional roadway (i.e. stabilized subbase, limerock base and asphaltic concrete surface). At the time, the chip seal method cost approximately 30% of traditional roadway construction. Unfortunately, the average life span of a chip seal is 7 years, versus up to 25 years for a newly constructed traditional asphaltic concrete roadway. The chip seal surface on Oceanside Circle is now well past its service life, is deteriorating, and is in need of replacement. In addition to the failing roadway surface, Oceanside Circle has no drainage system. Runoff drains to the low areas and causes localized flooding prior to eventually percolating into the ground. The flooding is worsening due to increasing impervious surface areas associated with new residential development on the roadway. Roadway flooding significantly reduces the life of a roadway, leading to base failure and potholes. Construction of a drainage system is essential prior to reconstruction of the roadway. Construct roadway and drainage improvements.

DRAINAGE PROJECTS (Background/Current Status)

Mizell Pond Outfall Improvements [FDEM INSPECTION / GRANT CLOSEOUT]

Construction is complete and the facilities are operational. FEMA increased the approved Total Project Cost to \$2,936,144.00 and restored the Federal funding level from 62.63% back to the original 75%. These changes increase the Federal funding for the project by \$390,400.50, representing significant savings to the City. *Final Request for Reimbursement submitted 06/16/23. State (FDEM) final inspection is scheduled 06/28/23. FEMA closeout process to follow successful FDEM final inspection.*

Ocean Walk Drainage Improvements [PRE-BID] – Design and permitting is 95% complete with the exception of easements and private maintenance agreement. Design cost estimates indicate construction costs will exceed available funding. The Consultant revised plans to delete driveway trench drains and reduce project costs, however, the reduced estimate still exceeds available funding. On April 11, 2023, the St. Johns River Water Management District (SJRWMD) awarded a \$354,087 Districtwide Cost Share grant to help fund the project. SJRWMD funds cannot be used for any work completed prior to October 1, 2023, therefore the FDEM grant agreement has been amended to provide additional time to accommodate an October 2023 commencement of construction. Bidding of the project will take place late Summer with construction commencing in the beginning of FY2024. City contribution is approximately \$400,000. Met with Ms. Kempler to review project status. *Phase 1: gravity portion. Phase II: pump station.*

Oceanside Circle Drainage [ON HOLD] – Construction bids were opened on January 19, 2023. The low bid was more than double the Engineer's estimate and exceeds available construction funding. At their February 6, 2023 meeting, the City Commission opted to reject all bids, re-budget and rebid the project in FY2024, possibly in conjunction with one or more other capital improvement projects, so as to potentially realize overall economies of scale. *Apply for '24-25 appropriations.*

C.R. A1A / Pope Road Storm Surge Protection [PRE-BID] – The project will prevent storm surge from Salt Run from entering the City at Pope Road. Design (Phase 1 of the HMGP Grant) is 95% complete. SJRWMD and the Army Corps of Engineers issued letters stating no permit required. SJC ROW permit issued, exempt from fees. *City provided Phase I submittal to FDEM/FEMA for Phase II budget assessment. Bidding to commence upon receipt of executed Phase 2 construction funding agreement from FDEM.*

Magnolia Dunes / Atlantic Oaks Circle Stormwater Resiliency improvements [PRE-DESIGN STUDY] – Grant agreement complete. Pre-design study completion date is November 3, 2023. Design and permitting commence in December 2023; anticipate completion by December 2024. Construction anticipated to commence in late Spring 2025 and complete June 2026. *Pre-design study underway.*

7th, 8th, 9th Street Drainage Improvements [DESIGN] – Design completion by November 2023 with construction in FY2024. *Design/permitting phase underway.*

Stormwater Master Drainage Plan [DELIVERABLES REVIEW] – *Final report review meeting with consultant on 06/29/23. Questions about watershed sub basin delineation, 11th St project, weirs at roadways and GIS deliverable.*

Vulnerability Assessment Update [GRANT WORK PLAN DEVELOPMENT] – *Provided revised grant work plan to FDEP 06/20/23. Applied for \$151,549. expansion for funding.*

PARKS

Ocean Hammock Park Phase 2 [CONSTRUCTION] – Phase 2 improvements include handicap accessible restrooms (including an individual wastewater grinder pump station and force main), an outside beach shower, drinking fountain/bottle filling station, a handicap parking space, two (2) picnic areas near the parking lot, an informational kiosk, and a nature trail with interpretative signage. Construction is funded by park impact fees, ARPA funds, and a \$106,500 grant from the Florida Recreation Development Assistance Program (FRDAP). The parking lot is closed during construction and the beach boardwalk remains open to pedestrian traffic. *Construction commenced February 27, 2023 and is anticipated to be complete during August 2023.*

Ocean Hammock Park Phase 3.1 [REJECTED] – *Phase 3.1 (a portion of phase 3 including the central nature trail, upland/wetland plantings and observation deck) bid was rejected by the Commission on 06/05/23. Letter sent to FRDAP requesting conversion of future park development active recreation to passive conservation area.*

Dune Walkovers [CONSTRUCTION] – Dune walkovers have been completed on 3rd Street, 4th Street 5th Street, 8th Street and B Street. Due to design challenges associated with beach erosion from Hurricanes Ian and Nicole, *the remaining dune walkovers will be constructed in early late 2024, following completion of beach renourishment and sea turtle nesting season.*

Streets / Rights of Way

2nd Street Improvements and Extension [CONSTRUCTION] – West block extension: Water/ Wastewater Utilities, roadway gutters and stormwater piping installation are complete. Await water main pressure and bacteriological test results. Extension is prepared for paving. The 3rd Lane Ditch has been piped, awaiting TV inspection results. Underground electric conduit, services/transformers along extension are in design stage, coordinating with FPL. Needed easements are in acquisition phase. *City requested quote from FPL contractor for underground electric infrastructure installation. East block/Widening roadway construction is moving forward. 3rd Alley CCTV to be provided. Contractor project completion expected during August 2023.*

A Street to 1st Street West Parking Lot [DESIGN/PERMITTING] – *100% design plans and SJRWMD/SJC ROW permit issued. Construction anticipated Winter 2023.*

PENDING ACTIVITIES AND PROJECTS

1. **LAND DEVELOPMENT REGULATIONS CHANGES.** The City Commission at its June 6, 2022, meeting considered an ordinance concerning erosion-resistant materials and the resurfacing of parking lots. It wasn't passed. The City Attorney and City Engineer are to prepare language for a new ordinance. Another change to the Regulations is amending the sign code to allow commercial ground signs taller than 12 feet. The Commission reviewed changes at its April 3, 2023, meeting, the second draft of a proposed ordinance at its May 1st meeting and at its June 5th meeting passed on second reading. At the Commission's July 10th meeting, the ordinance had a public hearing and was approved on final reading.

2. **VISION PLAN.** After discussion and making changes to it, the Commission adopted the Plan at its March 6, 2023, meeting. The Commission discussed at its June 5th meeting whether to schedule a workshop concerning the Plan later in June but decided to have the workshop in October with members of the Planning Board and the Sustainability and Environmental Planning Advisory Committee as well as Mr. Clayton Levins, an expert on Smart City planning.

3. **PARKING IMPROVEMENTS.** At this time, the only parking project is paving the dirt plazas on the west side of the Boulevard between A and 1st Streets. A civil engineering consultant did the design and permitting phase for a cost of \$15,000. The City Commission reviewed two concept plans and selected one where vehicles will enter the parking lot from 1st Street with the exit on A1A Beach Boulevard. The consultant is developing final plans. The City has applied for a permit from the St. Johns River Water Management District and St. Johns County.

There are no plans at this time for the Commission to consider paid parking.

4. JOINT MEETINGS:

a. With the County Commission: No date has been proposed yet in 2023 for a meeting.

b. With the Comprehensive Planning and Zoning Board and the Sustainability and Environmental Planning Advisory Committee (SEPAC): No date has been proposed yet in 2023 for a meeting.

5. **UPDATING PERSONNEL MANUAL.** The entire Manual has been reviewed by an attorney familiar with Florida public sector personnel regulations and laws. She will submit a draft for City staff review at a date still to be determined.

6. **GRANTS.** The City has received grants from the following agencies:

a. Florida Recreation Development Assistance Program, \$106,500, for restrooms at Ocean Hammock Park. City match is \$35,500. To lower the cost, prefabricated restrooms were ordered and have been delivered to the Park. The cost of the restrooms was \$185,000. Money from the grant, recreation impact fees and the American Rescue Plan Act (ARPA) was used. Restrooms have been connected to water, sewer and electricity. The restrooms will likely be opened August.

b. Coastal Partnership Initiative: The City received a Partnership grant for \$60,000. It was proposed that this amount along with \$110,000 from American Rescue Plan Act funds would be used to construct a nature trail and scenic overlook in Ocean Hammock Park. The deadline for bids was May 23rd. One bid FOR \$826,210 was received. As this was well above the \$170,000 appropriated for this project, the

Commission at its June 5th meeting rejected the bid and decided to ask the Florida Communities Trust (FCT), which provided grants to help purchase the Park, to allow the City to stop construction of any more facilities, such as the scenic overlook, in the Park. This will change the focus of the park from recreation to conservation. The request to the FCT was sent on June 12th. The City informed the state that it wouldn't be used the grant.

c. Vulnerability Assessment. The City received a \$50,000 grant from the Florida Department of Environmental Protection's Resilient Florida Program. The grant will help pay the costs to create the City's vulnerability study to ensure that it complies with recent changes to state law. The state sent a draft work plan for the City to review and comment, which the City provided. The City has applied for an additional \$151,549 to complete the study.

7. FLOODING COMPLAINTS. Citizens have expressed concerns about the following areas:

a. Ocean Walk Subdivision. The subdivision is located on the east side of Mickler Boulevard between Pope Road and 16th Street. Earlier in 2020, the ditch that borders the subdivision's west side was piped. Ocean Walk residents complained that the piping of the ditch caused flooding along the subdivision's west side. To improve the flow of water, the Public Works Director had debris cleared from the Mickler and 11th Street ditches. The Commission approved the hiring of an civil engineering consultant, the Matthew Design Group. It provided a plan for swales, a pump station and other improvements. Also, in 2022, the City received a state appropriation of \$694,000 for the project and in 2023 an additional \$354,087 from the St. Johns River Water Management District. As the total estimated cost for the project is \$1.4 million, the staff will ask the Commission to appropriate the additional money needed in its Fiscal Year 2024 budget.

b. Oceanside Circle. This street is located in the Overby-Gargan unrecorded subdivision, which is north of Versaggi Drive. Three bids were received for a new, paved road and drainage improvements. As all the bids were well above the \$500,000 estimate provided by the City's civil engineering consultant, the City Commission at its February 6, 2023, meeting, approved the Public Works Director's recommendation to reject the bids. This project has been postponed. It could be funded in the future by one or more of the following means: a stormwater utility fee, assessing the owners of the properties adjacent to the street, grants or an appropriation by the Florida Legislature.

c. St. Augustine Beach and Tennis Complex and the Sabor de Sal subdivision. During periods of intense rainfall, two retention ponds can become full, which threatens adjacent residential properties. Because the ponds and adjacent road to one of them are privately owned and public money cannot be spent to improve private property, the City cannot develop a solution that will require the spending of public funds. The St. Johns River Water Management District determined that the areas were developed in the 1970s and early '80s, before permits were required. On June 22, 2023, the City Engineer and the City Manager held a meeting with concerned residents about the need for them to organize themselves to hire a civil engineering consultant to advise them about possible solutions. Since then, Water Management District staff has provided the City with an analysis of two private ponds. City staff will schedule another meeting in August to provide that information to the residents and suggestions as to what their next steps can be.

d. Pipes under Pope Road and A1A Beach Boulevard. Application for \$550,000, 75% of which will come from the Hazard Mitigation Grant Program. The contract with the Florida Division of Emergency

Management has been executed. The Public Works Director prepared a Request for Qualifications for a design consultant. The responses were reviewed and ranked by a City staff committee and the Commission at its September 12, 2022, meeting authorized the City Manager to negotiate with the firm ranked first, the Matthews Design Group. The contract was executed in October and the design has been completed. The City has submitted the design and bid documents to the Florida Division of Emergency Management for evaluation of construction funding.

e. Magnolia Dunes/Atlantic Oaks Circle. Thanks to the efforts of Vice Mayor Rumrell, state representative Cyndi Stevenson and state senator Travis Hutson, \$1,200,000 was put in the state's Fiscal Year 2023, which went into effect on July 1, 2022. The appropriation survived the Governor's veto pen. The Florida Department of Environmental Protection prepared a grant agreement, which was signed in late October 2022. The next step is for the City to advertise a Request for Qualifications for a design consultant to do design and permitting work. At its February 6th meeting, the City Commission approved the staff negotiating a fee for services with Environmental Consulting and Technology of Jackson. Negotiations are under way. The consultant has been hired and the pre-design study is currently being done. The state has extended the grant agreement for an additional year. It will expire on June 30, 2026.

f. West end of 7th, 8th and 9th Streets. The Legislature in its 2023 budget approved an appropriation of \$90,000 for this project. The City has signed a grant agreement with the Florida Department of Environmental Protection (FDEP). Design and permitting work will begin in December 2023 and be completed by December 2024. The City has asked FDEP to approve this schedule. The City has issued a purchase order for a consultant to do the design phase of the project.

8. STORMWATER UTILITY FEE. The Commission decided at its October 4, 2021, meeting that the time to levy the fee wasn't right in light of the recent increase in the non-ad valorem fee for the collection of household waste and recyclables and the increase in property taxes due to the rise of property values in the City. The Commission discussed the fee at its October 3, 2022, meeting and approved having a public hearing on November 14th meeting. At that meeting, the Commission approved a resolution stating the City's intent to adopt the non-ad valorem assessment. At its March 6, 2023, meeting, the Commission adopted an ordinance that will allow the Commission to levy a stormwater utility fee in 2024. At that meeting, the Commission did not approve a budget resolution to appropriate \$13,000 for a civil engineering consultant to research the data needed for the City to propose a range of fees for the utility but as the fees cannot be recommended by the June or July deadline for submission of the range to the Tax Collector. Money will be requested in the FY 24 budget to pay a consultant to develop the range for FY 2025.

9. RENOVATING THE FORMER CITY HALL AND CIVIL RIGHTS MONUMENT. On March 23, 2022, the City Commission held a workshop, the purpose of which was to discuss with citizens the renovation of the second floor of the former city hall at pier park, future uses of the building and a civil rights monument. Ms. Christina Parrish Stone, Executive Director of the St. Johns Cultural Council, made a PowerPoint presentation that described the building's history and the \$500,000 historic grant that can be spent on renovating certain features of the building, such as the upstairs windows and exterior awnings, and a smaller \$25,000 grant that can be spent on interpretative signage for the building. Ms. Stone highlighted that the building's designation as historic by the federal government enhanced its eligibility for the \$500,000 grant. The outcome of the workshop is that the building is to be used as a cultural arts center with the second floor possibly having artists' studios and a small museum. Artwork outside the building,

such as a new civil rights monument to replace the old one that commemorates the 1964 civil rights struggle to integrate the adjacent beach, would be created. City staff will work with Ms. Stone and the Cultural Council on such matters as the building's structural strength, building code requirements to renovate the second floor, accessibility to the second floor for the public, fund raising and seeking citizens to serve as volunteers on a citizen advisory committee. The money from the \$500,000 grant must be spent by June 2024.

On July 12th, Ms. Christina Parrish Stone and Ms. Brenda Swan of the Cultural Council met with the Public Works Director and the City Manager and reported that the Council was advertising for proposals from architectural firms for the civil rights monument. Also discussed was where the monument would be located. One possible site is on the concrete walkway next to seawall and the stairs to the beach, so that the monument will be positioned where visitors can see it and the beach where the civil rights wade-in occurred in 1964.

Ms. Parrish Stone provided an update report to the Commission at its October 3, 2022, meeting and another one at the Commission's March 6, 2023, meeting. At the latter meeting, Ms. Parrish Stone showed illustrations of the proposed civil rights memorial to commemorate the "wade in" of the City's beach in front of the former city hall in 1964. She and a local architect, Mr. Connor Dowling, also showed illustrations of the new, second floor windows and some interior renovations. The memorial and other work should be completed by this summer and will be paid by state grant funds. One delay is the columns along the building's north side to which the memorial panels will be attached may have to be replaced.

The latest update concerning grants for the building's renovation and the civil rights memorial is:

- Florida Department of State, Division of Historical Resources, \$500,000: \$110,251 has been spent on window replacement, roof repair, heating/air unit repair/replacement, second floor access improvements, balcony repair and repair/replacement of exterior columns.
- National Trust for Historic Preservation, \$25,000. It has been spent for visual displays to commemorate the 1964 wave-in to desegregate the beach in front of the former city hall. The displays will be put on the exterior columns once they have been repaired or replaced.
- National Park Service grant, \$50,000. This will pay for an interactive exhibition panel on the wave-in that will be in the new lobby of the restored building.

Ms. Christina Parish-Stone will provide an update report at the City Commission's October 2nd meeting.

10. BEACH RESTORATION. According to the County's Coastal Manager, two million cubic yards of sand will be put on the beach from the middle of the state park to south of A Street. The project will be done between December 2023 and the end of June 2024. The federal government will pay the entire \$37 million cost. A total of 2,500,000 cubic yards of sand will be put on the City's beach. At the City Commission's August 7, 2023, meeting, Mr. Jason Harrah of the Corps of Engineers will provide an update report.

11. NEW YEAR'S EVE FIREWORKS SHOW. The \$25,000 for the fireworks is provided from the bed tax by the County Commission. The contract for a 20-minute 2023 fireworks show will be signed in October.

The City's Events Coordinator, Ms. Melinda Conlon, will work with the fireworks company on the music that accompanies the show.

12. INTERGOVERNMENTAL PROJECTS. When the Commission discussed the strategic plan at its February 1, 2021, meeting, more involvement with the County and St. Augustine was mentioned as desirable. Below is a summary of the City's current involvement with various area governmental entities.

a. Mobility: At the City Commission's August 11, 2021, meeting, St. Augustine's Public Works Director, Reuben Franklin, March 2021, presented his city's mobility plan. St. Augustine has received a grant to create a transportation connector in that city. If money remains from the grant, the two cities may discuss having a connector between them.

b. River-to-Sea Loop: This is a Florida Department of Transportation, St. Johns County, St. Augustine and St. Augustine Beach project to construct 26 miles of a paved bike/pedestrian trail as part of the 260-mile trail from the St. Johns River in Putnam County to the ocean in St. Johns County. The Loop will then go south through Flagler and Volusia counties to Brevard County. This is a long-term, multi-year project. At this time, the Loop will enter St. Augustine along King Street, go across the Bridge of Lions, south along State Road A1A to the State Park, through the Park and into our City, then along A1A Beach Boulevard to State Road A1A. Though possibly not feasible in all locations, the goal is to have a wide, bike/pedestrian trail separate from the adjacent road.

In January 2022, the County Traffic Operations Division informed City staff that no meetings concerning this project have been held for over a year. The Loop's final route has yet to be determined. It might be through the State Park into our City to A1A Beach Boulevard, or along Pope Road from Old Beach Road to the Boulevard.

c. Transportation Development Plan: The development of the plan involves several agencies, such as the County, St. Augustine, our City, the North Florida Transportation Organization and the Sunshine Bus System. On February 25, 2021, the City Manager attended by telephone a stakeholders' meeting for an update on the development of the plan's vision, mission goals and objectives. Most of the presentation was data, such as population density, percentage of residents without vehicles, senior citizens and low income and minority residents in the County and the areas served by the Sunshine Bus. The next stakeholders' meeting has yet to be announced. The agenda will include transit strategies and alternatives and a 10-year implementation plan.

d. Recycling Glass Containers. St. Augustine has a pilot program to test public use of a dumpster designated for glass containers. St. Augustine Beach will take what St. Augustine has learned and will put a glass recycling dumpster in a location on public property.

13. BEACH ACCESS WALKOVERS. The Assistant Public Works Director and City Manager asked the St. Augustine Port, Waterway and Beach Commission at its July 18th meeting to appropriate money in its Fiscal Year 2024 budget for walkovers at 6th, 10th and C Streets. The Port Commission at its July 18th meeting appropriated \$190,000 for walkovers. The City will match this amount to construct walkovers at 10th, 6th, B and E Streets. Depending on how quickly the beach renourishment project is done, these projects may be constructed before the start of sea turtle nesting season, which will start on May 1, 2024.

15. **HAMMOCK DUNES PARK.** This Park is located on the west side of A1A Beach Boulevard between the shopping center and the Whispering Oaks subdivision. At this time, it has no amenities, such as walking trails because the City staff is involved in a number of significant drainage and other projects.

16. **UNDERGROUNDING OF UTILITIES.** At its May 2, 2022, meeting, the City Commission reviewed a request from the City Manager for referenda topics for the 2022 primary or general election. One possible referendum topic discussed was the undergrounding of utility lines. The Commission reviewed information concerning this topic at its June 6th meeting and decided to hold a workshop in August with representatives from Florida Power and Light. At its July 11th meeting, the Commission held a workshop for Tuesday, August 2nd with representatives from FP&L. The outcome was for City staff to prepare a Request for Qualifications for companies experienced with assisting cities with planning for undergrounding projects. The Commission reviewed the proposed RFQ at its September 12th meeting and decided not to advertise it but see whether the voters approve the additional one-cent sales tax at the November general election. As the tax wasn't approved, the Commission discussed undergrounding at its January 9, 2023, meeting and agreed with the City Manager's suggestion to request next summer that money be put in the Fiscal Year 2024 budget for consultant to prepare an estimate of the costs to do the undergrounding and what funding sources are available to pay the costs. However, because of a tight budget for Fiscal Year 2024, the estimate will have to be delayed.

17. **UPDATING STORM DRAINAGE MASTER PLAN.** The City hired CMT, a civil engineering consultant, to do the update. CMT provided the preliminary update at the Commission's May 1st meeting. A draft of the final report was provided in June and was reviewed by the City Engineer, who provided comments to CMT.

18. **TRAFFIC SIGNAL ON STATE ROAD A1A AT MADRID STREET AND THE ENTRANCE TO MARSH CREEK SUBDIVISION.** This has been requested by City residents. The signal would benefit the residents of two private, gated subdivisions, Whispering Oaks and Marsh Creek, and one ungated subdivision, Sevilla Gardens, with public streets. In response to emails from the City Manager, the Florida Department of Transportation responded that there aren't enough residents in Sevilla Gardens to justify the signal and the two gated subdivisions would be responsible for having a traffic study done, and, if the study showed the signal was justified, paying for the signal. The City Manager forwarded this information to a Whispering Oaks resident, who said he would contact Marsh Creek. At the Commission's December 5, 2022, meeting, Commissioner George said she would contact the Marsh Creek Homeowners Association about the traffic signal proposal. She reported at the Commission's April 3, 2023, meeting that the cost of the signal system, according to the Florida Department of Transportation, would be \$1 million. At the Commission's July 10th meeting, she reported that on July 25th she will meet with the Marsh Creek Homeowners Association.

19. **NEW STREETLIGHTS ON 11TH STREET**

The City has asked Florida Power and Light to put two new lights on the north side of 11th Street between Mickler Boulevard and the entrance to the Ocean Ridge subdivision. The City Manager has signed the contract for the lights. The Public Works Director will follow up with FP&L as to the status of this improvement.

20. **OPENING 4TH STREET BETWEEN A1A BEACH BOULEVARD AND 2ND AVENUE.** This is a platted street, most of which is unpaved. The City's policy is that the cost to open and pave such streets is paid by the

owners of the lots adjacent to them and the City. The owners are charged an assessment. At its November 14, 2022, meeting, the City Commission approved the City Manager notifying the owners of the City's intent to open the street and charge them an assessment. In early December, the Manager sent the notification letters to the four owners. In late February, one property owner in response to his inquiry was told the cost to construct the street would be between \$460,000 and \$500,000.

21. **CLEANING OF STATUES IN LAKESIDE PARK.** Some of the statues are showing wear, tear and their age. The City Manager wrote to Ms. Marianne Lerbs, the wife of sculptor Thomas Glover, who is now deceased, for guidance to clean the statues.
