



AGENDA

**REGULAR CITY COMMISSION MEETING
MONDAY, SEPTEMBER 11, 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 COMMISSION BUDGET MEETING ON JULY 31, 2023, AND THE REGULAR COMMISSION MEETING ON AUGUST 7, 2023
- V. ADDITIONS OR DELETIONS OF THE AGENDA
- VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA
- VII. PRESENTATIONS
- VIII. PUBLIC COMMENTS
- IX. COMMISSIONER COMMENTS
- X. PUBLIC HEARINGS

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)

1. Resolution 23-06, to Support the Proposed Right to Clean and Healthy Water Constitutional Amendment
2. Budget Resolutions 23-12 and 23-13, Miscellaneous Adjusts to the Fiscal Year 2023 Budget and for the Mizell Road Weir Project

XII. OLD BUSINESS

3. Ordinance 23-08, First Reading, to Renew the Natural Gas Franchise Agreement with TECO People's Gas System (Presenter: Max Royle, City Manager)
4. Contract with City Manager: Continuation of Discussion (Presenters: Jeremiah Blocker, City Attorney; Max Royle, City Manager)

XIII. NEW BUSINESS

5. Pumping of Stormwater from Private Property: Discussion of Policies (Presenters Max Royle, City Manager; Ken Gatchell, Public Works Director)
6. Magnolia Dunes Subdivision Drainage Improvements: Review of Report (Presenter: Jason Sparks, Engineering Director)
7. Digital Plan Review: Report on Implementing (Presenter: Brian Law, Building Official)
8. City Charter: Discussion of Starting the Process for Its Review (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, September 14, 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, September 19, 2023, at 6:00 p.m. in the Commission meeting room at City Hall. Topics on the agenda may include: a) review of code changes, such as gutters for buildings and drainage requirements for new developments; b) discussion of permits and parking requirements for businesses holding special events or sales; and c) review of proposed final development plan for construction of a new Publix supermarket to replace existing supermarket.
3. **CITY COMMISSION REGULAR MEETING.** Commission will hold its regular meeting on Monday, October 2, 2023, at 6:00 p.m.

4. **NATIONAL NIGHT OUT.** The City's Police Department and other area law enforcement agencies will host the National Night Out event on Tuesday, October 3, 2023, from 5:00 p.m. to 8:00 p.m. at St. Johns County Pier Park.

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

CITY COMMISSION BUDGET MEETING MONDAY, JULY 31, 2023, AT 5:30 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 5:30 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, Police Commander T.G. Harrell, City Clerk Dariana Fitzgerald, Finance Director Patty Douylliez, Building Official Brian Law, Public Works Director Ken Gatchell, and Engineering Director Jason Sparks.

IV. REVIEW OF FISCAL YEAR 2024 BUDGET

A. Introduction: Max Royle, City Manager

City Manager Royle advised that this the normal end of July budget meeting to set the operating/debt millage and the time and date for the first Public Hearing on the budget, which is usually the second Monday in September because the first Monday is Labor Day. He said that typically the millage is set as high as it can go at this meeting and that the Commission could give guidance if it decides to reduce the millage later.

B. Presentation of Budget: Patty Douylliez, Finance Director

Finance Director Douylliez presented a PowerPoint on the Fiscal Year 2024 budget [Exhibit A]. She explained the different millage rates and said that the current millage is 2.4500 and that with a majority vote it could go to 2.500 or with a super majority vote, 2.5324. She said that the budget being presented is based on 2.5324 and that each tenth of a mil is \$194,281. She said that the property valuation went up generously and noted that this budget is based on a 95% collection rate. The City averages a 96% - 97% collection rate, and the State allows us to budget between 95% - 100%, so this is a very modest budget at 95%. She advised that she would continue to receive updates on property valuations over the next few weeks, so if it happens to go down, then we have the flexibility to move it up if we need to.

Finance Director Douylliez presented slides regarding the City's key focuses, such as providing key services at the current levels, retaining and attracting new talent, drainage projects, and to implement maintenance programs; demographic five-year estimates from the US Census website (www.census.gov/programs-surveys/acs); and property value changes from FY 2023, which provided an ad valorem example of a median value home of \$410,717 with the calculations

of the different levels of millage.

Finance Director Douylliez said that we have an opportunity this year because we are coming to the end of what we can collect from residents for the debt service millage. She said that when it was established, it was set at a cap of \$7 million, and that we are roughly \$945,000 short of that cap. She is proposing that the City reduce the debt service millage from 0.50 (or \$1,212) to 0.30 (or \$1,163) and it would take the total current millage to 2.8324, which has been at 2.95 for the previous three years.

Mayor Samora asked how long she anticipated the City would stay at the lower debt service level. Finance Director Douylliez advised that this year she is recommending the 0.30 but that it could be reduced however much the Commission decides. She advised that we can only collect \$945,000 more, so next year we would cap out. She said that given the way that property values have increased, that she believed that we would be lower than 0.30 mils next year, then it would go away, and we would only be on the hook to pay the bonds. She advised that there is a reserve amount that would be sufficient with the addition of \$40,000 per year transferred from the General Fund into the Debt Service Fund and then it would time everything out to be paid off in 2046.

Finance Director Douylliez moved on to the next slide [Exhibit A-9] regarding the total revenue by fund, which has decreased by \$2,651,094 over the prior year budget due to ARPA/Grants/Impact Fees, and the next slide [Exhibit A-10], which recapped the FY 2024 revenue for the General Fund. She advised that she has not received the Communication Services or the Local Option Gas taxes and that the State numbers that she has received are not necessarily firm and do tend to fluctuate in the month of August. She moved on to the next slide regarding the General Fund expenditures and advised that salaries and benefits make up the largest portion at \$6,458,331 [Exhibit A-11]. She moved on to the next slide regarding the salary and benefits proposed in this budget [Exhibit A-12]. Benefits came in lower at only a nine percent increase vs. the twelve percent that she had originally forecasted for a reduction of approximately \$18,109.

She advised that salaries are going up primarily because we have based our increases on five percent across the board with the exception of the Service Worker I and Police Officer positions. She said to be competitive and attract people to work and stay with the City, we raised the Police Officer position to \$55,000 starting pay (just over an eleven percent increase) to be comparable to the County and the City of St. Augustine, and we raised the Service Worker I position from \$15.75 per hour to \$17 per hour, which is about an eight percent increase. She said that inflation is roughly eight percent, that a five percent increase is modest, and that the County had suggested seven percent, which they would be discussing at their meeting tomorrow. She advised that one unfunded mandate by the FRS and the State are the increases that they send to us each year, ranging from nine to thirteen percent, which would depend on the classification of employment that you are in. She advised that the headcount has increased by 1.25 percent with the addition of a beach patrol officer and by taking a thirty-two hour a week employee position in the City Manager's office and making it a full-time position and to use that additional eight hours a week to take up some of the slack for grant management tracking. She said that in the past the Commission had discussed moving to a grant management service and we feel that we could accomplish a lot of it in-house and that future grants would have the grant management costs built in so that we would be able to hire someone. She advised that with Request for Proposals (RFPs) and the type of tracking that we have to do for appropriations from the State, that vendors fall short of being able to do that and to bring it in-house would help to manage it and afford the City the ability to shift some data entry duties over.

Finance Director Douylliez moved on to the next slide regarding Capital City funded projects such as drainage, sidewalk replacements, Ocean Hammock Boardwalk, generator, radar/weapons,

vehicles, body cameras, etc. [Exhibit A-13]. She advised that since the body cameras would be leased, that the Commission would see one hundred percent in the revenue in the lease agreement and the offset of the \$163,200 in the expense with the first payment of roughly \$53,000 showing in the debt service for this year. She said that other City funded capital would be another Code Enforcement vehicle, City Hall's air conditioning, a security fence at the 11th Street canal, and wind mitigation with the first being the replacement of the Police Department's leaking windows. She moved on to the next slide regarding ARPA funded capital projects such as storm drain maintenance, A Street parking improvements, dune walkovers, and a dump truck that was ordered for \$190k but would not be in use until December and would need to be reallocated into the FY 2024 budget. She advised that the City is pledging \$100,000 for dune walkovers to put towards a matching contribution from the Port and Waterway of \$190,000 to build four additional dune walkovers. Unfortunately, we are short \$90,000 and we may need to carry that over to FY 2025. She moved on to the next slide regarding grant funded projects [Exhibit A-15] such as Ocean Walk and other drainage projects, dune walkovers, a vulnerability assessment, etc.

Finance Director Douylliez moved on to future capital considerations, which are based on the Five-Year Capital Plan, and provided estimates for the next four years from the items that have already been identified to date. She advised that she would continue to update it each year to make sure that we are adding additional funding as we become aware of other projects. She moved on to the next slide regarding the reserve estimates [Exhibit A-17] and advised that they are rough estimates and that we would have made some payments out of the Debt Service for the current bonds and that we would have some excess revenues from this year's receipts. She advised that she is waiting to see whether the revenues net of the expenditures will be up or down in the General Fund and that the current budget was before you take \$320,000 out of reserves just to fund the budget and balance it for this year. Commissioner Sweeny asked if these were the anticipated current fiscal year reserves. Finance Director Douylliez said yes.

Finance Director Douylliez moved on to the next slide regarding debt review [Exhibit A-18] and said that we have a \$7 million dollar cap on what we can collect and that we have already collected \$6,054,036 to date and that she does not anticipate any large changes to it because for the most part we have stopped receiving tax revenue from the County for this year. She advised that the FY 2024 debt service millage reduced to 0.30 mils will give us \$553,701 with a balance in FY 2025 of roughly \$392,263. She said that the bond payments end in 2046 but that the bonds would not all time out at the same time because they are staggered. She advised that going forward we are going to set aside \$40,300 from the General Fund to help pay the bond payments so that by 2046 we are ready to pay off our final bond payment. She moved on to the next slide regarding concerns for FY 2024 such as capital project funding, employees, a stormwater utility fee, and emergencies. She advised that the City was at a comfortable place with its reserves and now we are starting to go back down and that our mandate according to the City Charter is twenty percent reserves and that we would be left close to twenty-eight or twenty-nine percent with this reduction. She said that she and the City Manager have discussed whether twenty percent is a good number or whether we need to go to thirty percent since we are a coastal city and that there are a lot of needs in the City that revenue is not covering, which a stormwater utility fee would help. She concluded her presentation and advised that the Department Heads are here to answer any specific questions for their department.

Mayor Samora thanked the Finance Director for her presentation and said that overall, it is roughly an \$11.1 million budget. Finance Director Douylliez agreed. Mayor Samora said that the proposed millage is 2.5324 with the debt service millage down to 0.30, so it is a proposed 2.8324. He said that this is actually a reduction from last year's overall millage of 2.95 or a 4.15 percent reduction. Finance Director Douylliez agreed.

Commissioner George advised that she had two questions that did not get covered in her private meeting. She said that the 11th Street canal security fence at \$120,000 seemed very high and she asked what it entailed. Public Works Director Gatchell advised that the outfall canal that goes from State Road A1A to Mizell Road, which is about 3,400 feet long, would normally have had a FDOT fence put up because it was a right-of-way at that time. He said that we are looking at a six-foot chain link fence such as the one that is on the south side of the Mizell pond, which was about \$25 per foot and that is what they based this figure on. Commissioner George asked if there was anything there now. Director Gatchell said that there is a four-foot cattle fence with two rows of barbed wire on top, which is gone in some places, some of the wooden poles are rotted out, and that the Commodore's Club has built their property up, which has pushed against the fence. Commissioner George asked if there were any other ideas for repairing the fence, which would be more feasible and less costly. Director Gatchell advised that we could replace it with the same fencing that is there but that it would not last because the weather would just destroy the wood posts again. Mayor Samora asked how old the existing fence was. Director Gatchell said probably from 1998-1999. Mayor Samora said that the chain link fence that is budgeted for \$120,000 is only for the north side of that canal and not the south side. Director Gatchell said yes. Mayor Samora asked what condition the south side fence was in, which does not abut a community. Director Gatchell advised that it does abut two City communities, Marsh Creek and Sea Grove as well as some of the County area on Oleander at 11th Street. He said that the condition of the south side fence is not as bad and could probably go another year.

Commissioner Morgan asked if there would be any advantage to waiting a year to try to do it all at once and possibly get a better deal. Director Gatchell said that he did not believe that there would be any advantage because it would be priced by square footage. Commissioner George asked if the abutting communities have any responsibility for it. Director Gatchell said that he believed that it was the City's responsibility. He said that the Commodore's Club owns the property on the north side but that the City has an easement over it. Commissioner Morgan asked if we would need another fence if the Commodore's Club already had a fence. Director Gatchell advised that the existing fence is the City's, and that the Commodore's Club was not built out yet when the canal, the roads, and the fence were all put in.

Vice Mayor Rumrell said that Director Gatchell mentioned that there was a fence abutting the City's fence. Director Gatchell advised that the Commodore's Club owns the property, and the City has the easement. Commissioner Sweeny said that the Commodore's Club built up the land, which impacted the fence. Director Gatchell advised that FEMA required that some of the properties needed to be built up to that level for elevation, which caused the yards to be elevated two feet up the fence. Commissioner Morgan asked if that would still be a problem with the new fence. Director Gatchell said yes and no because we would probably have to shore up the road a little bit.

Commissioner George asked if there was a different style fence that would be more affordable. Director Gatchell advised that a chain link fence is about as affordable as you are going to get unless you go with the cattle fence that is there now. Commissioner George said that a cattle fence may be worth considering since it lasted since 1998. Director Gatchell advised that he did not think that the Commodore's Club would want a cattle fence again and they may not even want a chain link fence. Commissioner George suggested that maybe the Commodore's Club would want to pay towards the cost for a more aesthetically pleasing fence. Director Gatchell said that it is possible. Commissioner Sweeny asked what the cost difference would be for a wood fence. Director Gatchell said that he did not know and that most of the Commodore's Club fencing is white vinyl, which is probably something that they would want to stick with.

Engineering Director Sparks advised that a cattle fence would probably be around \$20 a foot.

Public Works Director Gatchell said that most of the cost would be for the labor to install it. Commissioner Morgan asked if a chain link fence would last longer. Director Gatchell advised that the City has had a chain link fence on two sides of the Mizell pond since it was built with the remaining sides added over the years to encompass the entire pond. He advised that the fence is a commercial grade, heavy duty eight-gauge wire, and that is why it has lasted so long. He said that it could be downsized to a residential grade wire, which may be cheaper. Mayor Samora said that for budgetary purposes we would still be in the same ballpark. Director Gatchell agreed. Commissioner George asked to obtain a hard estimate per linear foot on the other options before our next meeting, which would be worth considering so that we know the difference. Director Gatchell agreed.

Commissioner George asked if the windstorm mitigation pricing was an over-estimation for the windows and how many windows are being replaced. Assistant Public Works Director Adams advised that it was an overall estimate and that we would start at the Police Department first and see where that gets us, then move to City Hall. Commissioner George asked if they would be commercial grade windows. Assistant Director Adams advised that they would be impact resistant windows and that they got a quote for the storefront window in the Public Meeting Room, which was around \$35,000. Building Official Law advised that the storefront glass also included the two doors because of the mag locks, which would have needed to be replaced with electric police push bars that cost \$35,000, so he pulled it and said that it would need to be done Citywide. He said that his recommendation for the lower third portion of the plate glass with the bar and no glazing in it, would be that it should have aluminum panels. Assistant Director Adams advised that we originally had \$25,000 included for the soffit on the west side of the building, which is also part of the windstorm mitigation and that they would not know how involved it would be with rot, etc. until they pull it out. He said that the \$100,000 was an estimated cost for a portion for Phase 1. Commissioner George asked if he thought that the projects would reach that dollar amount within this fiscal year. Assistant Director Adams said yes. Commissioner Morgan said that we would do whatever we could with the \$100,000 and plan again for next year. Assistant Director Adams advised that they would like to hire someone to put together a bid packet, create a spec sheet, go out to bid, pick a standard window, and use it for budgetary purposes so that we could have better and more firm numbers next year.

Vice Mayor Rumrell said that the glaring thing for him is the Police Department body cameras because the City is a small jurisdiction. He advised that the County and the City of St. Augustine have started using them, but that the City of St. Augustine is dealing with a different situation with homelessness downtown and so they are able to document it. He said that \$163,200 is just to get us into the ball game and that we would need extra storage, need to hire another employee, etc., which would probably bloom into \$250,000 to \$300,000 over time and then you would need to update everything. He said that he may be in the minority but that he did not know if there was a need for them at the beach. Commissioner George agreed and said that the City does not have a history of the issues that would normally necessitate the need for body cameras. She said that it would be a hornet's nest trying to deal with the public records, the storage, etc. but that it would only reduce our budget this year by \$53,000 because they were a leased product. Vice Mayor Rumrell said that he was thinking of the long term extra cost of it.

Mayor Samora asked for clarification of the additional costs because he was going into this with a budget impact of \$53,000. Commissioner Sweeny asked for the background history of the initial discussion regarding going to body cameras. Commander Harrell advised that they have been discussing body cameras for about three years and that it has finally come down to talking about the real numbers. He advised that the Police Department has not had any Use of Force complaints over the past two years so it would be the Commission's decision whether to get them or not. Commissioner Sweeny asked if there was any guidance from State, National

associations, or any other entities, encouraging police departments to use them, or is it considered “best practices”. Commander Harrell said that it is considered best practice if the City can afford it because they are very expensive. He said that the surrounding jurisdictions have them and that they are on the scene a lot of times with our officers. He said that it is basically just like a weapon, you do not need it until you need it.

Vice Mayor Rumrell asked what other costs are associated with it once it is in production. Commander Harrell advised that the \$163,000 is from this budget until October of 2027 and within that price is redaction software and storage, but that it would most likely generate the need for another employee at some point to handle public records requests, redactions, etc. Mayor Samora said that it is not in the budget this year. Commander Harrell agreed and said that it would not necessitate the hiring of a new person right now.

Commissioner Sweeny asked when they would begin using the cameras if this gets approved. Commander Harrell advised that he would have to reach out to Axon because there are a lot of things that go on behind the scenes, a lot of infrastructure that would need to be built, and that the body cameras and the tasers would be integrated with it. He said that they would need to build a room, wire it, power it, determine where it is going to be stored, and how to pull it, etc. Mayor Samora asked if the City’s IT Department has been involved with any of the discussions or if they have identified any costs associated with it. Commander Harrell advised that IT has been involved but that they have not gotten into specifics at this point. Commissioner Morgan said that this is just the estimated startup costs for the first year. Commander Harrell said that this cost is projected out through October of 2027. Commissioner Sweeny said that it would be \$54,000 for this fiscal year. Commander Harrell said yes.

Commissioner George advised that she is comfortable saying that we do not have the data to justify the need at this point. Commissioner Morgan said that if we put it off this year that we should plan to reconsider it again at some point because it is something that the public is going to want us to have for transparency, which extends to body cameras. She said that she is comfortable putting it off this year because she believed that the money could be better used elsewhere.

Commander Harrell advised that if the Commission wants to implement the cameras, that they already have policies in place and they are ready to move forward. Mayor Samora asked how the Police Department staff feels about the cameras such as being like “big brother”, or a way to protect themselves, etc. Commander Harrell advised that they have not really articulated that per say, but that they are fine with wearing body cameras and that a lot of them came from other jurisdictions that used body cameras.

Commissioner Sweeny asked if the police cars had dash cameras. Commander Harrell said no. Commissioner Morgan asked for a cost comparison for dash cameras. Commander Harrell advised that they would probably be a little less expensive, but the issue is that the cameras would be completely down when the car is in for maintenance because they are not portable whereas the body cameras are portable and there would also be spare body cameras. He said that downloading it from a vehicle would also be more complicated than the body cameras because they could just be put into a docking station, downloaded, and stored. Commissioner Morgan asked if his preference would be for the body cameras over the dash cameras. Commander Harrell said that he believed that body cameras would be their preference because they are easier to use, and more cost efficient. He said that when a vehicle is taken out of service, all the wiring and hubs would have to be removed from the vehicle. Commissioner George said that the administrative costs would probably be the same because of the same issues of storing, redacting, etc. Commander Harrell agreed that it would likely be the same.

Vice Mayor Rumrell advised that he and Assistant Public Works Director Adams talked about the repairs for the Ocean Hammock Park boardwalk and that the City Manager gave him an update this evening. He said that we are going to get a full number and then discuss it with the Tourist Development Council (TDC) or the Port and Waterway to cover the cost. Assistant Director Adams advised that we discussed stepping back from the \$25,000 that we originally put in and potentially having \$5,000 in operating costs and \$5,000 in contract costs for an assessment of the condition of the current boardwalk before we ask for money. He said the \$5,000 in operating costs would replace the wooden handrails and any 2x6 boards that need to be replaced, then we would get the assessment before we approach the TDC or Port and Waterway for any additional funds. Vice Mayor Rumrell said that the reason that he brought it up is because Port and Waterway gives grants for beach access and that this is probably the most contentious and beloved beach access in the City. He said that during his meeting he recommended finding out what the full cost would be to repair the entire thing to get it done all at once so that we could potentially get another twenty to twenty-five years of life expectancy out of it. Commissioner Sweeny advised that she also discussed it in her meeting and that she felt better about that plan.

Commissioner George said that Law Enforcement Education and Training increased substantially in part because of the cost of the supplies, but that there was an additional allotment for Other Education, and it sounded like there was a possibility of reducing that by \$20,000. She said that normally she is all about funding education and training for employees that are seeking degrees, but the recommended millage we are looking at is the maximum statutorily allowed for an increase, so cutting \$20,000 here and there might be worth considering. Commander Harrell said that if it does not get funded, then they would not continue their education. Mayor Samora asked if it was for continuing education or training. Commander Harrell advised that the bulk of it would be for continuing education for two graduate degrees masters programs.

Commissioner Sweeny asked if it paid the entire cost of the program or if the City had a tuition reimbursement policy. Finance Director Douylliez advised that we have a tuition reimbursement policy predicated upon their grades such as a grade of A would be reimbursed at one hundred percent, a B at eighty percent, a C at sixty percent, and nothing reimbursed for any lower grade. The reimbursement would also need to be approved by the manager as being valuable for their Department. Commissioner Sweeny asked if there were any limitations such as the type of degree, the institutions they must use, etc. Finance Director Douylliez advised that it has to have some sort of basis in the public administration realm such as Flagler College's Computer Aided Design (CAD) Program and that we pay based upon the State's average rates. Commissioner Sweeny asked what that rate was and if it was per year or for the overall program. Finance Director Douylliez advised that it would be for the entire program and that it was roughly \$15,000 at Barry University.

Mayor Samora asked how this program compared with the County's and the City of St. Augustine's. Commander Harrell advised that our policy is fantastic compared to the Sheriff's Office. Commissioner Sweeny said that other places have a certain amount per year that they will reimburse, and that she has seen it up to \$8,000 per year reimbursement for a master's program. Finance Director Douylliez advised that the City also has a portion of the policy that specifies that you would have to remain employed by the City for a certain number of years or you would be on the hook for reimbursing the City. Commissioner Sweeny asked if an employee had to be employed by the City for a certain amount of time before they could qualify. Finance Director Douylliez said that she believed that the employee would just need to be out of the probationary period. City Clerk Fitzgerald advised that use of these funds is subject to supervisor approval, so employees would not be able to access this funding on their own. Commissioner Sweeny said that we would not be able to deny it since it is our policy that employees are eligible. Finance Director Douylliez said that the policy stipulates that it is subject to manager approval.

Commissioner George said that it required a hard look but that she would not want to target one Department over another and that she is usually very much in favor of educational funds when they are requested. She suggested that the City's policy may need to be reexamined as well. She said that we try to have incentives to keep people in the City and to recruit but that we have a better than average health insurance plan as well as other benefits. She said that it is a real red flag that this is the highest statutory allowed because what if there is an emergency next year. She said that we cannot keep adding employees and benefits and then not make any changes when we have these increasing environmental hazards causing perpetual costs. She said that our solution is to create a stormwater utility fee, which is just taxing our residents more and that she has concerns for this runaway train of expectations. She said that everyone that works for the City does a great job and we give top-quality service, and we need to pay top-quality salaries, but we also have to balance that with what our finances can bear.

Commissioner Sweeny said that she requested that we reevaluate our leave payout policies, which are incredibly generous based on others that she has seen. She agreed that the City has incredible employees and that she would not want to take a benefit away from any employee that has that expectation but to possibly change it for new employees.

Vice Mayor Rumrell pointed out that this budget has some pay outs that would not be reoccurring but eventually there would be others for retirement. He said that another thing that he discussed and wanted to bring to the Commission was that he is still bullish about selling Hammock Dunes Park to either the County or to Forever Florida and to keep it as conservation, which could net several million dollars back to the City. He said that the City does not have the funding to do anything with that Park and there have been some drainage issues into surrounding neighborhoods potentially from the Park. He said that the City Manager advised him that this suggestion would need Commission approval and probably a referendum, but that he did not think that the citizens would be against it since it would remain as conservation forever. Commissioner Sweeny asked if there was any benefit to the City owning it. Vice Mayor Rumrell said that he and the City Manager could not find any benefit, it is just an asset that we are never going to do anything with, and that we should capitalize on that asset to get paid back for it while still keeping it in conservation. Commissioner George said that this Commission may not be able to do anything with it, but if the City owns it, then it has control over it for the future. She said that her initial feeling about transferring it is that it would be a bad idea but that she would like to learn more about it. Mayor Samora asked if there was any debt service on the Park. City Manager Royle said no.

Commissioner Morgan said that she had concerns about selling it because then it would not be available to the City in the future. She said that the City might need the money now, but it may not serve us well in the future. She said that she did not believe that we could ever develop the Park but that there could be some improvements such as a walking path but not much more than that and that she agreed that it should be for conservation.

Mayor Samora said that it is an interesting concept to move it from the balance sheet to more liquid capital. Vice Mayor Rumrell advised to put it into reserves to go towards the thirty or forty percent. He said that we are at a point with this budget and that they are only going to get harder as time goes on, but that his hope is that property values will continue to rise so that the City gets more revenue. He said that after the 2024 Presidential Election it will be interesting to see where things sit because it could tailspin and we could lose assets. Commissioner George said that that is short-term, and the City is perpetual. Vice Mayor Rumrell said that he agreed but said that we need to start looking at what we have because he does not want the City to turn into another Hastings where we run out of money or have to continue to raise millage.

Commissioner George said that there is a reverter clause in our deed that the land cannot be sold

or used for any commercial purpose and that she did not know what conservation organization would pay market rate to buy the property. Vice Mayor Rumrell advised that he has had conversations with North Florida Land Trust who has shown an interest in the Park as well as the County to potentially do a passive park.

Mayor Samora advised that we have gone well beyond the scope of this budget, it is not going to impact this year's budget, and to stay on track. He said that he was glad that it was brought up, that it has some merit, and to possibly add it to an upcoming agenda.

Commissioner Morgan said that it was suggested in her individual meeting to consider reallocating the money for the body cameras and to use it to help implement the stormwater utility fee next year, which she thought was a great suggestion. She said that having body cameras is something that we would eventually need to do but maybe not this year and that the \$163,200 could be better spent. She said that we have some money to help establish the stormwater utility fee but not enough and if we want to get it onto the FY 2025 budget, that we would need to work on it now.

Mayor Samora asked what the City currently had allocated in the budget for implementation of the stormwater utility fee. Finance Director Douylliez advised \$25,000, which is short. She said that we have talked about reducing the amount in the budget for the Ocean Hammock boardwalk repairs to \$10,000, which would give us another \$15,000 towards the utility fee along with other changes such as removing the body cameras to give us another \$53,000.

Commissioner Sweeny said that there was some discussion about possibly using funds from the Road-Emergencies and Contingencies Fund to pay for that study and she asked if that was possible. Finance Director Douylliez advised that we receive Local Option Gas Tax that goes towards roads and that she did not believe that it would be able to be used for drainage.

Mayor Samora asked how much funds would be needed to get the stormwater utility fee implemented. Finance Director Douylliez advised that they looked at other areas such as the City of St. Augustine, Orange Park, and Vero Beach and that it would be at least \$100,000. She said that a stormwater group in Florida produces a report that shows what people are using across the State to allocate that fee and that an overwhelming number of them use Impervious Surface Ratio (ISR), which would have to be developed for all the properties in the City. She advised that whatever we implement should be justifiable and defensible in a court of law and the ISR is tried and true. Mayor Samora asked if this budgetary number was based on what we have seen from other jurisdictions. Finance Director Douylliez said yes and that they are working on a Request for Proposals (RFP) that would go out and be ready for review in October. She said that this is going to be a very long-term project to try to push it through so that we have everything ready to go for the FY 2025 budget, and if we do not start in October, then we would fall behind very quickly. She said that sometime in April or May we would need to have the fees set so that we can send out mailers to all the residents alerting them to the change and the upcoming Public Hearing. She advised that the tax roll certification would need to happen no later than September 15th and that adding all those calculations in for every property would be time consuming.

Mayor Samora asked if we could reallocate money from somewhere else even though we are still capped out on the millage. Commissioner Sweeny asked what other potential sources could be used to fill the gap if we do not reallocate the body camera funds. Finance Director Douylliez advised that it had been discussed to make the change to the Ocean Hammock Park funds and to reduce the Police Department's training budget, which would give us \$20,000 and it would leave the Police Department with some budget for education but not enough to cover the two employees that want to further their education. That would give us another \$35,000 and we have roughly another \$29,000 sitting in Emergencies and Contingencies but she would hesitate to use

that because every year something always comes up. She advised that she would need to go through the operating expenses a little bit harder and instead of a five percent increase, reduce it to three percent to make up the difference and everyone would have to monitor their spending extremely well over the next year. She advised that there is roughly \$18,000 coming back into the budget because the benefits increased by only nine percent instead of the twelve percent that she estimated. She said that she is ultra conservative when budgeting for new hires and replacements, that she tends to base it on the highest cost out there, and that she could reduce it by only hiring single people, which would save the City money. She said that there are some capital items that she would hesitate to remove but that we have talked about possibly pushing the 11th Street canal fence into FY 2025. She said that she did not know if it would fall under drainage but if so, it might be able to be partially funded by the stormwater utility fee. Or because the stormwater utility fee would be funding other areas, it would reduce the expenses in that category freeing up funds to put the entire fence in the following year.

Commissioner Morgan said that the capital improvement budget is small this year and that next year has a lot more so she would be hesitant to shift something into next year. Mayor Samora agreed unless you were shifting something that could be funded by that stormwater utility fee in the future. He said that he would stay away from secondary education because he believed that it would be a policy change and that he also would not want to single out one department.

Finance Director Douylliez advised that it seemed like the overwhelming majority of the cities that have a utility fee are utilizing ISR, but it does not mean that it is the only option that we have. She said that there is data available to us from the Property Appraiser regarding the lot sizes and that we could investigate other cities that are using a different methodology to see if it is something that we could develop in-house instead of needing an outside source to help us develop it. Commissioner Sweeny said that she would like to see what other options there are for the next budget meeting and to hold off on making a final decision.

Mayor Samora said that the requested millage is the maximum allowable, which is scary because we have \$2 million in Capital Expenses this year and \$6 million next year and it is not going away. And with inflation, hopefully it will not be eight, nine, or ten percent next year, but by kicking the can down the road we cost ourselves more money. He said that we need to figure out how to get an operating budget that works and that he appreciated bringing other ideas to the table such as moving things from the balance sheet and selling it to get the money, but those funds do not keep regenerating. He said that we could spend \$6 million next year just to cover our Capital Expenses and then we are in another hole the following year. He advised that stormwater utilities are a reoccurring revenue and that we need to look at things like that and also look outside the box for other ways of doing it. He said that he talked to the City Manager about annexing undeveloped properties to make our City bigger because we are getting built out and we need to start looking into that. City Manager Royle advised that he did not know how we could practically do that.

Commissioner Sweeny advised that she is not a fan of raising taxes, but she is encouraged that we are able to at least lower the debt millage so that residents would be paying less and that she did not want that to get lost in this conversation. She asked the Finance Director if she could pull information showing what our millage rates have been for the last ten years. She said that unfortunately we are in a world where inflation is out of the roof and we have to pay our employees more or we are going to lose them, so there are some things that are out of our control, and we lived with the same millage rate for many years. Commissioner George said that those values generated a larger revenue, so it was not like we were stagnant. Commissioner Sweeny said that she did not think that this was a bloated budget, and it is really difficult to cut anything, which puts us in a hard place. She said that she agreed with the Mayor that we need

to figure out a path forward operationally. Commissioner George said that any time we are talking about a \$12 million budget and pulling out \$10,000 and \$20,000 increments, that it is not a bloated budget, these are real capital improvements and maintenance costs, etc.

Mayor Samora opened Public Comment.

V. PUBLIC COMMENTS

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, did not see an increase in non-ad valorem for solid waste; encouraged the City to get a copy of the discussion that happened at the County regarding Hammock Dunes Park that had certain requirements such as \$2.5 million for the cost and the City paid \$1.25 million plus interest; the County did not charge the City for their \$1.25 million, they just gave it to the City with a condition that required a four to one vote, super majority, and back to the public for their determination; before you get into it again, to go back to the history fifteen years ago when it was done; the walkways and Hammock Dunes Park, he has been there a number of times and has stressed to them that Ocean Hammock Park needs to be maintained and encouraged them not to give the City a dime until it takes care of the Park; encouraged the City to do something with Splash Park for the kids; he said that there is \$48,000 for another Code Enforcement vehicle and that the Police are retiring a vehicle that could possibly be used; Code Enforcement costs usually come from the Building Office, which are not part of the general budget; there were no grants this year and he encouraged the City to go back to the State and show them the unanticipated cost increases and ask for supplemental dollars because you will need it to finish the projects that you want to start; the stormwater utility fee is not going to be the solution to finish existing projects; kids playing on the concrete surface at Splash Park are going to get hurt and other places provide the rubberized surface and to use the \$48,000 for another Code Enforcement vehicle because they can get a used vehicle.

Commissioner Sweeny said that she has a young child, they use Splash Park, and that she has heard the requests for a rubberized surface at several meetings. She asked the Commander if he was aware of any incidents of children getting hurt at Splash Park. Commander Harrell advised that he was not aware of any. Commissioner Sweeny advised that she has taken her daughter there too many times to count, that she has never seen anyone get hurt, and that she would not want anyone to get hurt there. She said that she mentioned this at her individual meeting and that she would like the City to look into the cost but that it would probably not be feasible in this fiscal year. She said that the County has already made some repairs to the playground and a new sunshade. She wanted to let the public know that she has heard their requests and that it is something that she has asked staff to look into and that she would like to know if there are injury reports that we were not aware of.

Vice Mayor Rumrell agreed with Commissioner Sweeny's comments. He said that he is prepared to discuss it with the Tourist Development Council (TDC) if the Commission gives him approval to do so because it is not just for the residents, we have a lot of visitors that use it as well, which may be something that they could fund. He also wanted to address Mr. Binder's point and said that we went back to the State last year and they denied us and that we will go every year that he sits on the Commission. He said that the comments are usually about how the City would fund the maintenance, so the stormwater utility fee is more for maintenance and not for new projects.

Commissioner Sweeny said that Engineering Director Sparks has given us a list of new projects to take to the legislature this year, which is starting in January. She advised that typically you do not see the legislature going back to provide supplemental funding for a previously funded project. She said that we are trying to be very cognizant of what we ask for and we are overestimating instead of underestimating, which we may not have done as well in the past and we would also build in the grant management costs.

Mayor Samora asked who funds the improvements and maintenance for Splash Park. City Manager Royle advised that the City does because we have leased the land to put Splash Park there.

Mayor Samora asked the Finance Director to address Mr. Binder's non-ad valorem solid waste question. Finance Director Douylliez advised that there is no increase recommended for this fiscal year, which would be reevaluated ahead of the FY 2025 budget meeting to see which way we need to go with it.

Commissioner George asked if the Code Enforcement vehicle was part of an internal budget, which would not impact the General Fund. Building Official Law advised that Code Enforcement is actually funded by the General Fund. He said that a long time ago it was under the Building Department, which is not exactly legal because it enforces City Codes, Land Development Codes, Right-of-Ways, etc. and potentially even building permits but they were struck from it. Starting next year, the truck that Code Enforcement is borrowing from the Building Department will be deployed to Mr. Fowler who will be acting as a permit enforcer out in the field because there is an enormous amount of unpermitted work going on. There are a lot of property sales in the City and when these properties are turning over, it comes up in the sales. The realtors know the system, they are asking for the permits, and then they cannot generate them. We are hoping to encapsulate a lot of that because usually unpermitted work is unsafe.

Commissioner George asked if the purchase of the Code Enforcement vehicle would impact the General Fund. Building Official Law said yes. Commissioner George asked if the police vehicle could be looked into. Building Official Law advised that if they are going to surplus a vehicle, then it is at its end of life. He said to keep in mind that the Commission raised the transient rental inspection fees from \$150 to \$450 to fund the Code Enforcement position and they are driving a Building Department truck that I do not have available to me now. He said that we funded this to get us through the first ten months of the year and in October we will be looking for a government white pickup truck through the Sheriff's contract pricing. He said that this is not to repurpose a vehicle or to keep from outfitting staff that were hired because of public outcry and with the Commission's blessing. Commissioner George asked if there was any other source that he would recommend to obtain a used vehicle. Building Official Law advised that we would be looking at purchasing a vehicle now and keep it for eight to ten years.

Mayor Samora moved on to Item VI.

VI. SETTING PRELIMINARY PROPERTY TAX MILLAGE FOR FISCAL YEAR 2024, AND DATE, TIME, AND PLACE FOR FIRST PUBLIC HEARING ON THE BUDGET

Mayor Samora said that there really are no changes, just some things to explore. Commissioner George said that there have been some good ideas, which sounded like there was some consensus on and she asked where everyone was at on the body cameras and the Ocean Hammock Park reallocation. Mayor Samora asked how much the Ocean Hammock Park reallocation was. Finance Director Douylliez advised that they would pull \$15,000 out and leave \$5,000 for the analysis and \$5,000 for the handrail repairs.

It was the consensus of the Commission to go ahead with the Ocean Hammock Park reallocation and pull \$15,000 out.

Mayor Samora said that the body cameras are approximately \$53,000 this year and he asked where it would be reallocated to. Finance Director Douylliez advised that it would be best suited for the stormwater utility fee and entertaining a consultant to help develop and implement it for FY 2025. Mayor Samora asked if she was looking for a total of another \$75,000 for the consultant. Finance Director Douylliez said yes.

Commissioner Sweeny said that she was not in favor of moving the money from the body cameras

because she sees it as an inevitability, it is a transparency issue for the public, and it also works to benefit our employees. She said that she would hate to see the day come that we needed them and did not have them. She said that the budget is not going to get any easier and she is concerned that if we push it to the next year that it will never get done. Mayor Samora said that we have been talking about them for a few years and that he believed it came to a head this year because the Sheriff and the City of St. Augustine have implemented them. He said that he could be swayed one way or the other if it is that tough of a budget item. He said that he would like to see the body camera option stay in for now and try to find the \$50,000 somewhere else. He said that we have two more readings on the budget. Finance Director Douylliez said that maybe there would be some State revenue numbers potentially by next Monday for the regular Commission meeting, which may be above what she had anticipated. She said that she would ask each Department to look at their operating expenses to see if there was anything else that they could scrub from their budget. She advised that there is always the opportunity for another budget meeting to review any other findings before September 11th.

Commissioner Morgan said that if we are not going to reallocate the money from the body cameras to the stormwater utility fee, that there is \$18,000 in savings from the benefits coming in lower that she would like to see go to the stormwater utility fee, which would help put something towards the amount that is needed. Commissioner Sweeny said that she could also be swayed and if there are no other options, that she could live with pulling the money from the body cameras but that she would like to explore other options first. She said that she also liked what the Finance Director said about exploring other legally viable options of calculating the stormwater utility fee and that she would like to see those options before pulling it from the body cameras. Commissioner George said that she did not like the idea of spending that much money on the stormwater utility fee. Finance Director Douylliez said that not having the experience of how they get implemented that there may be an opportunity to implement if and as we go along, we could reevaluate it and possibly change the methodology. She said that maybe we could go to the ISR in five or ten years and that we are hearing that it needs to be updated on a continual basis. Commissioner Sweeny said that she wanted us to do it right and stand the test of time but to look at all the options.

Mayor Samora said that staff has already heard his frustration regarding paying for all this design work up front. He said that whether it is for drainage projects, that we now do not have the money to implement, or this consulting fee for something that we hope to implement. He said that he had suggested to try to contractually pay them in increments as we get towards implementation. He said that this is budgeted at ninety-five percent collection and that going up to one hundred percent would not be wise, but that every one percent of collection equals another \$50,000. He said that if we go up to ninety-six percent collection then you may have your money for that consultant but that he did not necessarily want this change made right now. Finance Director Douylliez agreed and said that over the few weeks as we receive our second round of data from the Property Appraiser regarding home values and the firm data from the State on revenue estimates that she would be able to fine tune the budget. She said that FY 2023's collection rate was roughly ninety-six percent and the trend seemed to be between ninety-six and ninety-seven percent in our recent past.

Mayor Samora asked if the motion to set the millage would need to include any of the changes that we just made. City Manager Royle said no.

Motion: To approve a preliminary property tax millage of 2.5324 and a debt millage of 0.3 for fiscal year 2024 and to set the first public hearing on September 11, 2023, at 5:01 p.m. **Moved by:** Commissioner Morgan. **Seconded by:** Commissioner Sweeny.

Mayor Samora

Yes

Vice Mayor Rumrell **Yes**
Commissioner George **Yes**
Commissioner Sweeny **Yes**
Commissioner Morgan **Yes**

Motion passes unanimously.

Mayor Samora moved on to Item VII.

VII. ADJOURNMENT

Mayor Samora asked for a motion to adjourn.

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

Mayor Samora adjourned the meeting at 7:17 p.m.

Donald Samora, Mayor

ATTEST:

Dariana Fitzgerald, City Clerk



MINUTES

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

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 Jeremiah Blocker, Police Chief Daniel Carswell, City Clerk Dariana Fitzgerald, Finance Director Patty Douylliez, Building Official Brian Law, Public Works Director Ken Gatchell, and Engineering Director Jason Sparks.

IV. APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING ON JULY 10, 2023

Motion: To approve the minutes of regular Commission meeting on July 10, 2023. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

V. ADDITIONS OR DELETIONS OF THE AGENDA

Vice Mayor Rumrell asked to move Item X.III.9 to the September 11, 2023, meeting because his agenda book did not contain all the information and he was only provided with it when he arrived tonight.

It was the consensus of the Commission to move Item X.III.9 to the September 11, 2023, meeting.

VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA

There were none.

Mayor Samora moved on to Item VIII to allow time for the presentation of Item VII.A to be emailed to the Commission and for the PowerPoint presentation to be set up.

VII. PRESENTATIONS

- A. Update Report on 2023-24 Beach Restoration Project by Mr. Jason Harrah, U.S. Army Corps of Engineers

Jason Harrah, U.S. Army Corps Project Manager, presented a PowerPoint on the updated status of the St. Augustine Beach project [Exhibit A]. He summarized the history of the project and said

that it was authorized in 1999 with the initial construction from 2001-2003 and we are on our fourth renourishment in 2023. The renourishments are typically done about every five years, but they could be done sooner if there is a hurricane event that is declared by the President as a "Stafford Act", which are 100% Federally funded. The estimated cost of this renourishment project is around \$40 million, which is 100% Federal from the results of Hurricanes Ian and Nicole. He said that there are approximately twenty-three coastal projects throughout the State of Florida and that most major beaches are manufactured with sand coming from somewhere offshore, such as an inlet, which they recycle and put on adjacent beaches every year. He advised that the projects require a non-Federal sponsor and that the St. Johns County Board of Commissioners is sponsoring this project. He said that another key point is that the project remains authorized for fifty years, or to 2053, and it would remain authorized in perpetuity, which means that any emergency under the Stafford Act would be renourished. However, to get renourishment every five years, you would need to do a new report to get on the regular cycle. He advised that renourishments happen every five years for this particular area based on the erosion rate. The cost share for this project is 80.5% Federal and 19.5% non-Federal for a standard renourishment every five years but that this project qualified for emergency work under the Stafford Act, which is what we are doing now. The commitment from the County as the sponsor is that they are required to work with the City to maintain the beach during the years that have no renourishment projects.

Mr. Harrah showed a snapshot of the project, and he pointed out the Department of Environmental Protection Range Monuments (DEP R Monuments), which is how the State looks at beaches and this project goes from DEP R-137 in Anastasia State Park down to DEP R-150 near the St. Augustine Ocean and Racquet Resort. He pointed out two areas that they could get the sand from. One area is the ebb shoal near Porpoise Point, which is a source that continually fills in and they use it every other renourishment. The other area is farther south shown in the black box, which is a borrowing source that is seven miles offshore in Federal waters that is being used for this project. He described how it works using a hopper dredge, which is like a giant vacuum cleaner, with two big prongs that go down to the seabed and suck up the sand into the belly of the ship. The ship goes about 2,500 feet offshore and connects to a submerged pipeline where water and sand get pumped to the beach while bulldozers are waiting to conform the sand into whatever elevations we give them. The hopper dredge will typically make four or five passes a day, 24/7. He said that environmental monitoring is in accordance with the National Environmental Policy Act in Florida for such things as sea turtles, nesting shore birds, right whales, manatees, etc., and in the event of a sighting, everything shuts down until the animal naturally makes its way out of the area. He advised that we are in the middle of sea turtle nesting season, and they have a relocation expert authorized by the Florida Fish and Wildlife Commission to relocate the nests to several unadvertised locations due to predation to try keep the animals away.

Mr. Harrah moved on to a graphic overview of the three-mile project and the borrow area offshore. He said that there is a group called the Bureau of Ocean Energy Management, which would approve all offshore oil exploration or wind energy farms and they are very critical of how sand is taken from that borrow area. He showed the northern limit of the project, and pointed out that the sand would be placed at the landward edge of the fill limit, and it would be filled in toward the seaward top, or the berm, then it tapers down to the "toe of fill", which goes from the dune line all the way out into the ocean. He said that people get upset because we are putting so much sand near the pier, which leaves them nowhere to fish. The sand is placed about 400 feet off the edge of Embassy Suites out into the ocean and will sit that way for about three or four months, which will leave the pier somewhat landlocked, but we do it that way because it is one of the most erosive areas along the east coast of Florida. If we did not fill it up as much as we

could, then in a month or two the Embassy Suites and Pier area would not have sand again. The sand will work its way south under the pier over the next several months and fill in the areas. Mayor Samora asked what height it gets built to. Mr. Harrah said 9.5 feet and that he had a graphic that he would show. He said that the hopper dredge would be staged out in the middle of the ocean and all the equipment would be stored on Pope Road, which would have the access closed off when the contractor arrives. He advised that there is not a huge need for sand south of A Street because the nine-foot tie in is right near that. He said that A Street would not be used for staging, only for access to bring in their equipment initially and that it would not be kept closed off. He said that the berm is roughly four hundred feet and that they would be putting out a ton of sand to maximize it to try to get through a couple of seasons before they have to come back.

Commissioner Sweeny asked if A Street would be shut down at all. Mr. Harrah advised that typically they try to bring equipment in at night when there is not as much traffic and would not need to close the street.

Vice Mayor Rumrell asked when the next renourishment project would be since this is just a one-time thing. Mr. Harrah said that the way that they have been getting hit, they have been doing the beaches every year now. He said that he hopes that enough sand is being put out and that mother nature gives us a break and that they wouldn't be back until 2028-2029.

Mr. Harrah showed a cross section and he pointed out that the dotted line is the eroded beach that their survey crews say it looks like right now. The design that was authorized by Congress tells us to build the beach to an elevation of 9.5 feet, which is the height that the Mayor asked about. He pointed out that the hash-marked area is the fill volume that gets placed with a lot of it below the water because the near shore sand makes its way back to the beach. He moved on to the next slide and said that dune walkovers would have four or five steps buried up to the nine-foot contour and that they would be hand-shoveled to pack the sand around them to give it a solid beach fill across the three-mile template.

Mr. Harrah moved on to the schedule and pricing and said that it was advertised on July 25, 2023, but that there was a delay getting the money. When Hurricanes Ian and Nicole went up the coast, there were forty projects from here to New Jersey that qualified for emergency assistance, but we finally got the funds, and the bid opening will be on August 25, 2023. He advised that sea turtle nest relocations would start on August 28th because they are required to move them sixty-five days before any piece of equipment is on the beach. He advised that the contract would be awarded on September 29th and the Notice to Proceed will be issued on October 29th, which is important because the Embassy Suites should be installing a seawall, which should be completed by October 15th. He advised that the contractor would begin mobilization on November 1st with an anticipated completion date of June 30, 2024, which would give us about two hundred and sixty-five days to complete the project, which will put down 2.5 million cubic yards of sand. He advised that there would be tilling done, environmental and vibration monitoring, as well as a structural engineer that would walk the beach to make sure that there is no damage.

Mr. Harrah said that it is extremely important to be open and transparent with the public for these types of projects and that he would work with the City Manager as they get closer to upcoming events, such as New Year's Eve. He said that the contractor would likely shut down a day or two for New Year's Eve and they would try to work around wedding events, etc. but they get paid to run 24/7, so if they are shut down for a day, it costs about \$150,000 to \$200,000 to be on standby, so we want to keep them moving and get them in and out as quickly as possible. He said that the Corps does its community connections through Twitter, Facebook, etc. and that they will publish maps every week with the contractor updates such as the one shown in the slide that showed different colors for different stages of the project (i.e., green for completed, orange for the current working area, blue for the areas that still need to be constructed). He said that the information is

put on their social media, and it also goes out to the press. If you live on a certain street in the project area, you could look at the map and see when they would be working in your area within a two-week window. He moved on and said that you could expect the contractors to bring in their equipment, pipes, etc. and that Pope Road will be closed off and that A Street would just be for offloading as quickly as possible and would remain open. They will work 24/7 and there will be backup alarms, lights, noise, etc. because it is too expensive to ask them to only work between 9:00 a.m. to 4:00 p.m. The contractor will only shut down about 1,000-to-2,000-foot sections of the beach at a time with orange fencing around the area and utilize the local law enforcement to try to keep people out of that zone. He said that the surfers seem to want to surf the breaks right off the pipe area and that the contractors will typically contract with the local law enforcement to help with that effort. Once the surveyor says that it is pumped to the nine-foot elevation, they move to the next 1,500-foot section. He said that the progress maps would be updated on social media and that they would tag the St. Augustine Beach community to share the posts.

Mr. Harrah moved on and said that after the project is complete, the beach will naturally reshape and escarpments will form, which the contractors will knock down initially but afterwards it is the responsibility of the sponsor to remove and maintain the beach template after construction.

Commissioner George said that June 30, 2024, is the deadline and she asked when he expected completion if all goes well without major delays. Mr. Harrah advised that Vilano Beach just got awarded 1.3 million cubic yards, which is about half the size of this project. It has a completion deadline of April 2024, and the contractor is telling them that they will be done by October 31, 2023. He said that he would estimate that they could be done as soon as February or March 2024 but not to hold him to that.

Mayor Samora asked how long it would take to de-mobilize after completion. Mr. Harrah said thirty days. He said that he would be happy to take anyone that wants to go out to the construction area to look at it and take pictures, etc.

Mayor Samora opened Public Comment.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, said that originally the sand replenishment was supposed to go to and through Ocean Hammock Park; that someone has been adding sand south of the Park; now there seems to be a void from A Street to the Park and that someone should look at that stretch of beach to see if any sand needs to be replenished like what has been done from Sea Colony down to Ocean Trace and Dondanville Road.

Mayor Samora advised that they did evaluate it and it was in the scope of their project but after the evaluation, they said that sand was not needed. Mr. Harrah said that when beach projects come up, a full survey is done to see where the 9.5-foot contour is. He said that everything south of A Street had an elevation of about nine feet with the exception of a few sporadic spots, which were not significant enough to continue the placement. He advised that they were authorized to do it down to Ocean Hammock Park, but based on the elevations, the sand was not needed in that area. Vice Mayor Rumrell said that he believed that Mr. Binder was talking about the dune enhancement project that is going on by St. Johns County.

Damon Douglas, St. Johns County Coastal Manager, advised that unfortunately Federal money cannot touch each other, so there was a FEMA funded project, which is in the Army Corps project area. He said that even if they are not actually putting sand all the way to the end of it, there was nothing they could do to bring it into that project. However, all the sand that will be put at the pier will move mostly to the south so that part of the beach will get an extra layer of protection from this project.

Vice Mayor Rumrell asked if he would talk a little about the dune enhancement project that is going on. Mr. Douglas advised that it has moved from Hammock Dunes Park through Dondanville

Road and has now left there, and they are setting up at Mary Street and will be doing about two thousand feet south of Mary Street, then that segment will be wrapped up. He said that they would be advertising in the near future for construction bids to do a section in Crescent Beach down towards the Matanzas Ramp, which has a little over a mile that is severely eroded as well as a couple of areas in Ponte Vedra near the two access points.

Commissioner Sweeny asked if this project was why the A Street access has been closed off. Mr. Douglas said yes but that it has since reopened. Mayor Samora asked if people can get on the beach at Ocean Trace Road or is it just exit only. Mr. Douglas said now that the Dondanville Road access has been reopened, that, if not today, then within the next few days, that Ocean Trace Road would have access again as well. Mayor Samora asked if planting sea oats was part of the project. Mr. Douglas advised that they are being planted now. Mayor Samora asked if planting sea oats was part of the Corps project as well. Mr. Harrah said no. Mr. Douglas said that this older authorization was back when they thought that sea oats were unsightly and not a great idea. He advised that they have partnered with the City Manager in the past to plant sea oats and will continue to do so. He said that with all the sand that the Corps put there, the sea oats catch it and make great dunes that we have here now, so it is working so far. Mayor Samora said that maybe we need to start working on another sea oats project. City Manager Royle said that it is in the works after the Corps finishes this project.

Mayor Samoa moved forward to Item IX.

VIII. PUBLIC COMMENTS

Susan Brady, 121 14th Street, St. Augustine Beach, FL, asked that the budget have money for the pumps if they break; a prior public speaker at the July Commission meeting expressed his disagreement of the Pride Proclamation, which was unanimously approved; reminded everyone that that speaker does not speak for her or the citizens of the City; the City leaders who were voted in by the majority of the citizens speak for us; we are grateful of our first amendment right of free speech, and that he did not have the right to shame a child that was exhibiting her right to free expression and she should be applauded for her bravery; the Declaration of Independence states that, *"we hold these truths to be self-evident, that all men are created equal and that they are endowed by their creator with certain unalienable rights that among these are life, liberty, and the pursuit of happiness"*; it states all men, not some men; she has been a special education teacher for over twenty years and has seen her share of unwanted children; she has witnessed them in foster care waiting for their forever home and they have had a difficult life; has witnessed gay and lesbian couples willing to open up their homes and hearts to those children and has watched them thrive with the love and support that they are given; applauded our City Commission for supporting all citizens and protecting the goals of unity, freedom, and individual rights that were established and signed in 1776 by our founding fathers.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, has no disagreement with the variances that were granted for the Regency Shopping Center but implementation of the discussions would take some time; one thing deals with ground water flow and another thing deals with loading docks; when you move the loading docks back to the property line ten feet it would take away that vegetation on the northern side, which was soundproofing, then you have to move additional feet to put the barrier in; recommended that staff look at the barrier near the loading dock as a sound barrier wall as negotiations go on; no one has discussed the hours of operation for deliveries at the loading dock; many refrigerated trucks stay running while they are being unloaded; there are neighbors close by and roughly fifteen feet of vegetation would be removed on the northern side and part of it should be a sound barrier wall; the engineer admitted that not all the ground water flow from Regency Center stayed on their property and the direction

it flows is toward State Road A1A; staff should look at the existing retention pond at A1A to see if it needs to be rehabilitated and check the carrying capacity of State Road A1A storm sewers to see if they can handle the additional flow.

George O'Brien, 6 10th Street, St. Augustine Beach, FL, is a real estate investor with a few properties at the beach and also a SEPAC member; suggested that the City should have conversations with people who actually use e-bikes; he uses one, has three young children, and it is dangerous because nobody pays attention; does not ride his e-bike on the beach vehicle lane because the sand is too soft, so you need to ride them closer to the water and he cannot ride during high tide because of beach erosion; suggested to have conversations with e-bike users and retailers before the ordinance is put into place, which may jeopardize someone's lifestyle; e-bike rental companies should have the responsibility to inform renters of the rules, speeding, helmets, etc.; asked the City not to jump to conclusions or jump to an ordinance that could affect a lot of people that enjoy using them on the beach for recreation, health and wellness; people who live on the island use the bikes respectfully and he rarely takes his bike to the beach on the weekends because he knows that it is packed with people and that he drops his speed when approaching children; the renters do not understand or respect some of those things and that the City should reach out to those shop owners and form a small committee, which he would be happy to help with to create an ordinance that is fair and safe for everyone.

Vice Mayor Rumrell advised that Chief Carswell may have an update on the e-bike ordinance. Chief Carswell advised that the week after we spoke about the ordinance in the Commission meeting, the County Beach Services sent him their proposed Beach Code, which would have an update for e-bikes on the beach and it would be conflicting with what we were going to do. He said that with our jurisdictions being so close and after talking with the City Manager and several other people, we would adopt the County Beach Code, which we have done in the past. He said that the County's ordinance would specify no reckless operation by e-bikes on the sand, which would not limit where they could ride, just the manner of operation, and that they also detailed the definition of "reckless". He advised that he would probably have an update next month.

Mayor Samora asked if the County already adopted that ordinance. Chief Carswell said no and that they are in the process of doing an update to the entire Beach Code, nothing is in place right now, and that all of the City's beach ordinances go through the County's Beach Code and would continue to do so. He said that he would follow up to find out when the County plans to adopt the new Code. Mayor Samora said that it would be nice to be able to provide some resources for our constituents that want to weigh in on it, other than directing them to the County's website. Chief Carswell advised that it came from Beach Services and that they asked for the Beach Police Department's feedback about it.

Kiran Pamar, 16 A Street, St. Augustine Beach, FL, thanked the City and the County for finally fixing the A Street flooding issue; has concerns about the e-bikes and would like to see the detail of what is being proposed to figure out the right thing to do because the e-bikes are here to stay and it will grow and safety is a big issue; has five e-bikes, takes people on tours, and they love it and he wants to be able to maintain that by using the right venues with safety.

Mayor Samora closed Public Comment.

Mayor Samora asked everyone to stay tuned for more information from the Chief and that the City would follow the lead of the County for the e-bikes.

Mayor Samora moved back to Item VII.A.

IX. COMMISSIONER COMMENTS

Commissioner Morgan said that she asked the City Manager about the possibility of leaving the paper copy of the reports out of the agenda books and only have digital copies. They create an extra fifty or more pages in the books, and we could save a lot of paper by not having to print them and to have them emailed instead. Mayor Samora said that it would not affect him. Commissioner Sweeny said that she would be fine with not printing them because she normally reads the agenda book online. Vice Mayor Rumrell said that he liked having the paper, but that he would be fine with it. Commissioner George said that she preferred having the paper version but that she also tries to archive so she can go back to reference them. She suggested only printing the paper reports for those that want them. Mayor Samora asked the City Clerk if that would be possible. City Clerk Fitzgerald advised that the books could be customized within reason. Mayor Samora said that he heard two Commissioners want the paper reports to continue in their agenda books, and three without the reports. Commissioner Morgan said that she still wanted to read the reports but only in digital format.

Vice Mayor Rumrell gave a shoutout to the Coast Guard and St. Johns County Fire Rescue for finding Mr. Gregory twelve miles offshore.

Commissioner George advised that she attended the Marsh Creek Homeowners' Association Board meeting, and she laid out all the background information for the possibility of a traffic signal. She said that there seemed to be more people that were interested vs. being opinionated one way or another. She said that there was a strong expression of no support from some of the Board members. She advised that she would follow up again to see if they wanted more information or if they want to take a position but at this time, she does not have a formal position from them. She expects that the option of any involvement would slowly dissipate.

Commissioner Sweeny said that she saw that the Jacksonville Transit Authority is holding some workshops regarding bring a commuter rail to town with one of the proposed stops near State Road 312 and that this could be an opportunity for the City to stay engaged because people could potentially use that to visit the beach. She suggested that the City should work in conjunction with them on some sort of transport system from the rail station to the beach. There have also been discussions about working with the City of St. Augustine regarding expanding their circulator bus from downtown to the beach. She suggested that the City should stay engaged on those issues. City Manager Royle agreed. Mayor Samora agreed that it was a good point.

Mayor Samora moved on to Item X.1. and he asked the City Attorney for his comments. City Attorney Blocker advised that this is Quasi-Judicial hearing, and he asked if there were any ex-parte disclosures. There were none.

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)

Building Official Law advised that this is a Conditional Use to build a single-family residence in the commercial sector. He showed an aerial map of 14 D Street [Exhibit B] and said there is an existing house there and the applicant is here to discuss it. He said that the Planning and Zoning Board's recommendations were to approve the Conditional Use and to construct it as we have been doing in the past few years and to treat it as a medium density zone with the restrictions that apply. He said that the Board made a recommendation to the Commission that the residence should not exceed two stories. He said that in his six years with the City, he had not seen that done yet and that it was a healthy debate because it was not based on a Code, it was a preference.

Mayor Samora asked if anyone from the Planning and Zoning Board was in attendance. Building Official Law said no. Mayor Samora invited the applicant to the podium.

Scott Patrou, 460 A1A Beach Blvd., St. Augustine Beach, FL, Representative for the property owner. He said that the property is at the corner of D Street and A1A Beach Boulevard, next to one of the City's parkettes. He said that it is already an existing residence, so it is not a change of use and there is residential beside it and across from it, so it is consistent with the neighborhood. He said that he believed that the existing house was built in 1968 and they were looking to demolish the house and built another one. He said that part of the submittal requirements was to submit a plan and a two-story plan was submitted. He said he had discussions with the property owner and told him that the City preferred not having big three-story buildings close to the Boulevard. This property is off the Boulevard, but in consideration of the City's preference, he submitted a two-story plan, which he has built here before. He advised that his daughter is going off to college this year and he hoped that when she returned that it would be the house she would return to. He said that they had to include it in the Planning and Zoning Board meeting and there was a lot of discussion about how to create these restrictions. He said that as an attorney, he gets really anxious when we try to impose these strange Quasi-restrictions when there is a substantial Building Code in place. He advised that the submission of the two-story plan was in good faith and what makes him nervous is that they are trying to create some rules that the Building Department would then have to overlay on top of the existing Building Code, which is pretty robust and outlines all the conditions for medium density zoning. He said his request would be for this to be approved and he had not received any indication that there was intent to change from the two-story plan that was submitted. He said that he would not want to be in a scenario twelve or fourteen months down the road when they are going into zoning to then have to resolve something that did not need to be more complicated than it was. This seemed pretty straight forward given its current situation and where it is and that he would be happy to address any questions.

Commissioner Morgan questioned what the total height would be. Mayor Samora said that there is no formal plan yet, just a conceptual plan. Mr. Patrou advised that it would still fall under the "not to exceed" and that the current plan showed a twenty-eight-foot height. Mayor Samora advised that it would still need to follow the thirty-five foot rule regardless.

Commissioner Sweeny said that she realized these are conceptual drawings and asked if they would elevate the lot because it looked like there were some swales along the sides. Mr. Patrou said that he did not believe so, this was a house plan that they have built before, and you see where it comes up and that he did not believe that it had any correlation to the lot elevation. He said that they purchased the lot and they wanted to make sure that they could do it before they had all the formal plans drawn. It is an existing plan that they built in St. Augustine Beach, but that those elevations and things do not correlate. Commissioner Sweeny said that she was concerned about storm runoff with neighboring properties and that she recognized that the east side has a parkette there. Building Official Law advised that when a single-family residence or commercial structure comes in for permitting, it gets evaluated by Zoning first thing, which would question such things as whether it could be built, if it meets the lot coverage Impervious Surface Ratio (ISR), and in conjunction with that, we perform lot grading reviews. In Chapter 6 of the City's Land Development Regulations (LDRs) it specifically mentions that a building height is limited to one foot above the crown of the road or one foot above natural grade. He advised that this is an existing property and that they are not expecting any issues with height and that stormwater gets evaluated during the permitting phase, which is followed by a lot-grading inspection to make sure that it is in line with the approved site plan. He said that they do not allow water to shed onto other properties such as the neighbor to the west. He said that the City is becoming what he calls "the land of infill lots" where each property is becoming substantially more difficult to develop

without the use of permanent retaining walls, so swales are coming back in as a development tool. He advised that he looked at one the other day and that they had to put in a little berm even though the yard had historically always drained across the other yard, we just cannot accept it once we put a house there. He advised that surveys would be submitted, the house would be demolished, etc., which would all be handled during permitting.

Commissioner George said that if the runoff is not properly accounted for and the lane behind it is low, which the water comes out and floods it as well as the older neighboring structure, then what kind of remedy is there from the City's perspective. Building Official Law said that they would then get creative, such as using gutters, which are becoming really popular. He said that with the City's narrow lots, we do not have twenty feet for the water to dissipate, so instead of using gutters with a downspout twelve feet out, they are going underground and piping it to a more convenient spot. He said that they have also done a few with onsite stormwater storage using swales from natural depressions in the yard. He said that if they ever have a lot that is beyond them, they always reserve the right to consult with a design professional and they would also contact Public Works and the City Engineer. Commissioner George asked if there was really any opportunity to have that engagement with the property owner after the permit had been closed. Building Official Law said that after the house has its Certificate of Occupancy (CO) it becomes a civil matter. Commissioner George said that the City's only remedy would be just for the water running off a City lane/road for instance. Building Official Law said that the water needs to go somewhere and that it traditionally drains to the public ways. He said that in this case with the house that is proposed, it is clearly a hip-roof, and they would probably require gutters on all four sides, then choose where the water comes off the roof. He said that every effort is made and that they have Public Works and Engineering to support them.

Commissioner Sweeny said that since there were no Planning and Zoning Board members here and she did not see their meeting minutes in the agenda packet, she asked what the opposition was. Building Official Law advised that the opposition was that they did not want the second story limit, they wanted three stories because that is the way that we have always done it. He said we continually put the provision that it must meet the medium density zoning districts. He said that if you read the Code the way that it is written that it would allow development in the commercial sector, even a single-family residence, to have a seventy percent Impervious Surface Ratio (ISR). He advised that he stopped that in 2018 by saying that all development shall be in accordance with the medium density. He said that you are asking to build a single-family residence, so you should not be awarded that extra ISR that commercial facilities need for parking. He said that is one of their big reasons and that it also deals with setbacks because this is a small, platted lot, so the setbacks would be seven and a half feet on the sides, twenty feet in the rear, and twenty-five in the front.

Mayor Samora asked what the ISR percentage would be. Building Official Law advised that it would be fifty percent and that we still have the provision for a ten percent or greater permeable paver, which is its own separate calculation.

Vice Mayor Rumrell said Building Official Law had mentioned in the past about getting rid of the height side of that and the thirty-five feet. He said that whether it is a two-story or a three-story, the medium density would take care of that itself. Building Official Law agreed and said that the Land Development Code is very clear about the thirty-five-foot height for residential and commercial.

Commissioner George said that one of her concerns was the setbacks because this survey showed a 3.6-foot easterly setback and she asked to clarify whether it would be grandfathered or applicable. Building Official Law advised that because of the age of the structure, it is a non-conforming structure and that the new building would need to come into conformance with the

Land Development Code. Commissioner George asked for clarification of the front setback. Building Official Law advised that the front is a twenty-foot setback, which was changed last year. Commissioner George said that the front and back are both twenty-foot setbacks and the sides are both seven and a half foot setbacks. Building Official Law said yes and that whatever is proposed would comply with the Land Development Code.

Commissioner George asked if it was typical with these applications for the Commission to receive the actual structure being proposed. Building Official Law said that he believed that former Mayor England had asked in 2018 for the change. He said that they have been submitted but the problem with it is that you would be asking the applicants to spend thousands of dollars on something that might not be approved. He said that the Conditional Use is solely for the construction of a single-family residence in a commercial sector, which is the way the Code is written, but as the Commission, you have the authority to order any changes to the Code. He said that we are stating in the order that we want to follow the medium density zoning districts, which brings the full Land Development Code into action and if we need to make a Code change, then we just need direction. He said that in his personal opinion, asking someone to spend thousands of dollars to generate elevations might not be in the best interest.

Mayor Samora said that the conceptual plan is good because we can wrap our minds around something but that it begins to become a slippery slope if we asked to present a plan because there may be deviations from it, and we are not really an architectural review board. He said that he is actually uncomfortable reviewing a plan. Commissioner Sweeny agreed and said that she would prefer to let the Building Official and his staff do their jobs. Building Official Law agreed and said that two people on his staff are probably the only other people in the City, besides himself, that can actually read and implement the Land Development Code.

Commissioner Morgan asked if any of the opposition was due to the fact that the property was zoned commercial because she had seen that as an issue before. She said that she called Ms. Miller and asked how it could be zoned commercial when there is a residential structure on it, which was a red flag to her before she ever reviewed it. She said that there are so little commercial properties, so why would we be turning another commercial property into a residential property. She said that Ms. Miller informed her that it was built so long ago. She said that it is already essentially what they are asking for and she asked if there were any comments at the Planning and Zoning Board meeting. Building Official Law advised that the three individuals that did not support this solely did not want the extra restriction of the second floor. He advised that several years ago there were healthy debates that ensued at multiple boards discussing a single commercially zoned lot being developed for commercial, which has been proven time and time again to be nearly impossible because of the size of the lot, our parking requirements including a handicapped parking spot, which eats up 17x20 foot, and then you wind up with stormwater drainage issues because it is commercial and that is when we get the engineers involved. He said that a single lot is very hard to develop commercially.

Commissioner Sweeny said that the location seemed out of place to be commercial and that it felt more residential. Building Official Law advised that it is a residential sector down that street and that he has not received or been made aware of any comments against it.

Mayor Samora opened Public Comment.

George O'Brien, 6 10th Street, St. Augustine Beach, FL, said that he would love to have it in the minutes so that SEPAC could talk about the water runoff on Thursday; he is in construction and real estate and some SEPAC members have asked what new construction is out there; he renovated his place on 10th Street and there is a ton of runoff from neighbors so he had to put gutters and pop-outs in; we should make sure that new construction does its runoff responsibly

and also put something in place for when people want to sell or get a permit for their home, that it should be a requirement to put gutters in because it is really important; to make it known for the minutes that the City needs something for water runoff, that new builds must have gutters and downspouts, that properties going through permitting or being sold should be required to be done ahead of time; where he is from, when you buy a place that has a messed up sidewalk, you must fix it as the new owner before they will give you occupancy permits so it may be a way for the City to handle the water runoff with the selling the properties.

Mayor Samora thanked Mr. O'Brien for his comments and said that the City is always trying to improve the Code and he asked the Building Official to bring anything that he felt could be improved upon regarding Mr. O'Brien's comments to the Commission. Building Official Law advised that they are investigating the Land Development Code for the need to mandate gutters on two- and three-story buildings and also if there is a one-foot disparity such as on the west side of A Street. He advised that he had been working with the prior Public Works Director and would now be working with the Engineering Director to discuss the need for permanent retaining walls if there is a one-foot disparity and not relying on slopes, which work when they are new but would not work in twenty years. He said as far as mandating on a house sale for gutters, he did not think it would be legal or prudent. He advised that the Building Code does affect drainage for residential in one section of Chapter 4, which states that if you cannot get ten feet and six inches down then you would have to provide a swale, which we are really starting to look at on the building side, but to keep in mind that the building plan reviewer cannot review for zoning or any other code and could only implement the Florida Building Code the way that it is written. If we make the change, then we need to change the Land Development Code and we are currently looking for gutters and possibly permanent retaining walls. He said that he does not see how we would ever have the legal authority to go onto a property that is being sold and require it. If we were the historical district or something of that magnitude you might have more leeway.

Mayor Samora asked to get back to the matter at hand.

Motion: to approve a 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, that meets the requirements of medium density zoning. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

Mayor Samora advised that we are basically taking the recommendation of the Planning and Zoning Board but not the recommendation to limit it to two stories. Commissioner George advised for the record that it was only the second part of the Board's recommendation, "*compliance with regulations for new single-family residential construction in medium density residential land use districts*".

Building Official Law said that one thing they did in 2018 was to limit overhangs. They used to be able to go out three feet and were shedding water way out and the change stopped the water from going where we did not want it to go.

Commissioner George suggested that the Building Official should work on a Code amendment to address the need for gutters. Building Official Law advised that he has already been thinking about it and that it would simply be that houses that are two stories or greater shall have a gutter system installed with the final destination of water approved by the Planning and Zoning review and that he would recommend a six-inch gutter, which is the standard size. He said that he would probably be presenting it at the next Planning and Zoning Board meeting and that the Commission would see it soon after.

Mayor Samora moved on to Item X.2.

2. Ordinance 23-05, Second Reading, to Adopt St. Johns County Five-Year Facilities Work Plan (Presenter: Brian Law, Building Official)

Building Official Law advised every year this gets adopted, we have no public schools in our jurisdiction, and St. Johns County is not going to build a school on a barrier island. However, we are part of the County, our children go to those schools, so we are required to do this. He advised that we are also going to be amending our capital projects, which is important because it allows us to apply for certain grants and get points, which is a big aspect of this. He said that page one in the agenda books is the proposed ordinance, and we are asking that it be approved as written.

Mayor Samora said that the report they submitted this time broke out any improvements to the school facilities that would impact our residents, which was nice, and he would like to see them continue to do that.

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

Commissioner George asked if Section 3 of the ordinance, "Adoption of Additional Capital Facilities", would tie the City's hands on any of these projects. Building Official Law advised that he did not believe it would tie the City's hands at all because you could amend this Section any time you want, and this just allows us to apply for grants and we get extra points in our ranking systems. He advised that these are all projects everyone is aware of, and have been on the City's radar for a long time. Commissioner George asked if we get additional points when it is in an ordinance form. Building Official Law advised once it is adopted and said that it is his understanding that if Public Works or Engineering applies for certain grants, this would be part of it. City Manager Royle advised it is considered part of the Comprehensive Plan because it amends the Capital Improvement element, so it strengthens our grant applications. Commissioner George asked if it is typically in an ordinance format because she did not recall that. City Manager Royle said it has always been done in an ordinance.

Mayor Samora asked the City Attorney to read the preamble. City Attorney Blocker did so.

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

Mayor Samora moved on to Item XI.

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

Motion: To approve the Consent Agenda. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

Mayor Samora moved on to Item XII.

XII. OLD BUSINESS

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

City Manager Royle advised that fifteen years ago the Commission at that time approved a fifteen-year franchise agreement with TECO to provide natural gas service in the City. He said that TECO constructed a pipeline down A1A Beach Boulevard, and he believed that a number of businesses are connected to it. The original franchise is up for renewal and per his phone conversation with TECO, they indicated that they would like to have a thirty-year franchise, which is what they originally asked for in 2008. He said that it would be up to the Commission whether to agree to a thirty-year franchise agreement or to continue with the current fifteen-year franchise agreement. He said that his cover memo noted some slight differences between the original agreement and the proposed agreement, but he did not know if they were relevant and that he did not see anything that raised any alarms. He said that he also noted in his memo the franchise fees that TECO has given the City over the past three fiscal years, which is not an enormous amount of money, but everything helps. He advised that a TECO representative is here to answer questions.

Jason Roth, TECO Peoples Gas Northeast Florida External Affairs Manager, 3712 Pine Street, Jacksonville, FL, said that TECO has a great relationship with the City and would like to continue that. He said the reason they typically ask for a thirty-year franchise agreement is because they are a regulated company, and they make decisions on capital investments based on stability and being able to recoup through rates. The longer term that we can predict, the more apt we are to invest. He said that he would be happy to answer any questions.

Mayor Samora asked the City Manager if the things he pointed out in the contract were addressed, such as the thirty-year term and the increased insurance from \$1 million to \$2 million per incident. City Manager Royle advised that the insurance increase was recommended by our insurance company and that he thought that he sent the information to TECO. Mr. Roth said that he did receive it and that if it is the pleasure of the Commission to amend the insurance to \$2 million, that TECO is amenable to that. He advised that TECO has 136 franchise agreements across Florida and that some have \$2 million insurance, and some have \$1 million insurance.

Commissioner Sweeny said that this type of franchise agreement is new to her, and she asked what the City's role is and how it works. Mr. Roth advised that there is a little bit of a misconception of what a franchise agreement is. He said that it is not a right to serve, this is our territory and TECO has been serving this area for a very long time, which is typically under the jurisdiction of the Florida Public Service Commission. This is an agreement between TECO and the municipality on the standards of operating and how we would access the right-of-way, the permitting, and the requirements, which is just a mutual understanding mainly to stabilize our operations and that they collect a franchise fee from their customers, which is dictated through the franchise agreement and remitted back to the municipality. Commissioner Sweeny asked if the entire franchise fee was just a passthrough or do they keep any of it. Mr. Roth advised that it is a passthrough. Commissioner Sweeny asked if TECO served residential as well. Mr. Roth said that they serve both residential and commercial and they have sixty-five accounts but that he did not know what the breakdown was. Commissioner Sweeny asked if TECO was the only natural gas provider on the island. Mr. Roth said yes, and typically natural gas companies are a monopoly, and they are regulated by the Florida Public Service Commission, which is more for the standard of safety operations because we would not want another company's gas lines crossing ours.

Commissioner Morgan asked what the benefit would be to the City to have the franchise agreement be longer than fifteen years. She said that she is not opposed to it but that it is so far out, and we do not know what we will need in thirty years, which is her only reason for hesitation and not feeling comfortable that it is what we should do. City Manager Royle advised that the only value would be if we wanted to lock them in for thirty years. He said that since TECO has spent a lot of money putting in all the gas lines, etc., that the chances are that they are here to stay until it becomes a financial burden or not feasible for them to stay. He said that they are

finding it financially feasible to stay because they want to renew the franchise agreement, but he is not sure whether it is beneficial to the City or not. Mr. Roth advised that they are a regulated utility, they are capped for their rates, and must go to the Florida Public Service Commission to ask for rate increases. He said their infrastructure investments are capital expenditures they make based on long-term predictability, so they are not looking at fifteen years they are looking at fifty years. The longer they can have that predictability when we are looking at where to spend capital, that they would look towards the areas that are easier to work with and more predictable. He advised that TECO already made a huge investment in the line that goes down A1A Beach Boulevard and they would like to continue to grow the business and residential base in the City and that a thirty-year agreement would help them do that but that it is entirely up to the Commission and there are a number of ways that they could work it. He said that TECO is asking for a thirty-year franchise agreement but that they would be willing to discuss other options.

Vice Mayor Rumrell pointed out from the City Manager's memo that TECO paid the City \$2,058 in FY 2020, it jumped to \$3,096 in FY 2022, etc. and he asked how they base their revenue on that. Mr. Roth said that the revenue is the six percent collection on gross sales from our customers, so if usage goes up, then the revenue would go up, but there is a pretty consistent use, which does not typically go down. He said that businesses and residences use gas for different reasons, and it could be affected by the weather as well.

Commissioner George asked if TECO has current plans to expand into residential communities along the Boulevard. Mr. Roth said that TECO currently comes down the main A1A Beach Boulevard thoroughfare, and that they do extend where they can. Since TECO is regulated by the Florida Public Service Commission, any extension that they have would need to meet their feasibility standards because all of their customers are essentially paying for whatever capital they are expending. He said that if there is a request to extend a main into a residential area, as long as it is feasible, they would be happy to do it. He said that some neighborhoods organize themselves and ask TECO to extend their lines into their neighborhood, but it is really hard to go into established neighborhoods and deal with the remediation factors for extending the mains, but they are happy to do it whenever they are asked to.

Commissioner George asked him to forward the information and a contact that citizens could reach out to if their neighborhood wanted to begin that process. Mr. Roth advised that the City Manager could forward his contact information and people could contact him directly. Commissioner George asked the City Manager to forward the information to all the Commissioners. City Manager Royle agreed. Commissioner George said that she heard that TECO would extend for businesses but not for residents. Mr. Roth advised that it would all come down to the feasibility factors and that a typical restaurant could be anywhere from 15,000 and 35,000 therms a year usage whereas a typical home is around 700 therms. The amount of main that you can extend is capped at the amount of cost and typically it is about \$1 per cost of therm of usage so \$700 does not get you that much.

Commissioner Sweeny asked what the other homes that are not on the Boulevard might be using. Mr. Roth advised that if they are not on main, they could be using a third-party gas distributor such as propane, Amerigas, etc.

Commissioner George asked if the six percent was negotiable. Mr. Roth advised that it is their standard percentage that they use across the board but that different commissions have different philosophies and some like it lower to lessen the impact on their customers or higher to increase their revenues. Commissioner George asked if the six percent gets passed on to the customer. Mr. Roth said yes.

Commissioner Sweeny asked if the City Attorney reviewed the franchise agreement. City Attorney Blocker advised that they have reviewed it.

Commissioner George asked if the insurance cost was also passed on to the customers in the individual jurisdiction. Mr. Roth advised that it is part of TECO's overall rate base.

Commissioner Sweeny said that we are discussing increasing the insurance from \$1 million to \$2 million and she asked what TECO's immunity cap was that they are regulated under. Mr. Roth said that he was not sure. Commissioner Sweeny said that most public entities probably have around a \$2 million liability cap. Mr. Roth advised that they are not immune because they are a private, investor-owned utility company. Commissioner Sweeny asked if something were to occur would a claims bill come into play. Mr. Roth said that it is only used for public entities that fall under the immunity statutes.

Mayor Samora said that the Commission had a few things to sort out such as the insurance increase from \$1 million to \$2 million and the term of the agreement. He advised that there was one other thing that has not been addressed, which is a change to the contract to have the permit fees absorbed by the franchise fee. Mr. Roth advised that it is six in one and half a dozen in the other because in the current franchise agreement they less any permit fees from the collectables that they then remit to the City and this change would just be putting it up front and waiving the permit fees. He said that it is already standard practice, it is just worded differently. He said that there are a lot of different philosophies, and we are investing in infrastructure and the expansion of services. Mayor Samora said that he did not have any problem with that.

Commissioner George said that she thought that the insurance should be \$2 million because \$1 million does not cover a lot and then there is the multi-person cap for single claim. Commissioner Sweeny asked if the insurance company had a recommendation on the multi-person claim because it was set at five. Commissioner George said that it was one per person, five per claim, so maybe it is two and ten. City Manager Royle said that he did not believe that the insurance company gave a recommendation for that. Commissioner Sweeny asked if TECO would be okay with that. Mr. Roth said that he would be okay with the raise to \$2 million but if the City's desire is to raise the "per incident" cap, that he would have to go back to TECO for an answer.

Mayor Samora said that we currently have a fifteen-year term and that they are asking for a thirty-year term. Vice Mayor Rumrell said that he is inclined to go with a fifteen-year term with a five-year renewal that will give then up to twenty years. Commissioner Sweeny said that she was good with the automatic renewal.

Mr. Roth asked for three successive five-year renewals with some sort of provision of notice, which would make it thirty years all together and, after fifteen years, there would be the option to amend, change, or negotiate every five years after that. Commissioner Sweeny asked for the City Attorney's input. City Attorney Blocker advised that it is fairly routine, and you could have a built-in notice requirement and then the Commission could take action or renegotiate, etc. He said that it is fairly standard, and it would be appropriate. Commissioner George said what is the point, is it simply rubber stamping it so they could unilaterally extend it, or would it still allow for review of future Commissions. City Attorney Blocker advised that it would still allow for review. The party would notice the Commission, the Commission could then look at the terms and see if there are any modifications or negotiations. Mr. Roth advised that we could do a ten-year term with two successive ten-year terms but that our goal would be to have something in place for thirty years and that the Commission could review it at any time.

Commissioner George said that if the Commission is going to have the opportunity to review it and make adjustments as needed, that she would not have a problem doing a fifteen-year term

with another fifteen-year renewal option. Commissioner Sweeny advised that she liked a fifteen-year term with three five-year renewal terms. Commissioner Morgan agreed.

Mayor Samora asked the City Attorney if this would need to come back to the Commission or could it be approved with those changes. City Attorney Blocker said that he would prefer that it come back to the Commission as the final product to make sure and go from there, but he was not sure what timeline they were under. Mayor Samora asked if there were any time constraints. Mr. Roth advised that the current contract expires October 1, 2023. He said that going fifteen-years and then having to come back every five years seems a little time consuming on both TECO and the Commission and TECO would prefer auto-renewals of ten years with two automatic extensions of ten years.

Vice Mayor Rumrell said that his only concern is for future boards and that is why he preferred the fifteen-year agreement with three five-year renewals. Mayor Samora said that in fifteen years that Commission may decide to do another fifteen years and it would be up to that Commission. He said that he is comfortable with it being reviewed after fifteen years and the sitting Commission can decide at that point.

Commissioner Sweeny said if this is coming back to the Commission, she would like to ask the City Manager to check on the group liability and bring back a recommendation. City Manager Royle agreed. Commissioner George said whatever the industry standard is that would accompany \$2 million per person.

Commissioner George questioned what would happen if this does not get approved, would TECO have to shut down its accounts and be forced out of business. Mr. Roth said a franchise agreement is not a right to serve, it is more of a mutual understanding between the municipality and the company. He said if it is not approved, they would operate under the current agreement similar to a landlord/tenant agreement and would automatically extend. He advised that as long as TECO sends the City checks that get cashed, that the agreement stays in place, but they do not like to operate that way and would prefer to have a new standing agreement. He said that if the franchise were to be rejected fully and rescinded, TECO would stop remitting payments, which would not change the way TECO operates, only the way it operates with the City, and would not be bound by a contract.

Commissioner George asked if there was an exclusivity provision in the franchise agreement that would contractually bind the City aside from the regulations that exist today. For instance, if the statutory structure changed in twenty years for the servicing/management of utilities and we have a long-term franchise agreement, is there anything in the agreement that would independently preclude us from entertaining third-party competitors from coming into this market. Mr. Roth said he believed there is some exclusivity provision in the agreement, but it was bound to municipalities that want to get into the natural gas business, but that TECO's jurisdiction is defined by the Florida Public Service Commission and if other entities work in close proximity to our facilities, it would be a safety issue. Commissioner George said that there did not seem to be much harm in granting this. Mr. Roth promised that TECO is here to serve, they are not going anywhere for a very long time, and they would very much like to keep this relationship.

Mayor Samora thanked Mr. Roth for being open to the Commission's input and said we would be seeing this again next month. City Manager Royle advised that September's meeting is on the 11th.

Mayor Samora moved on to Item XII6.

6. Contract with City Manager: Continuation of Discussion (Presenter: Max Royle, City Manager)

City Manager Royle advised that, as the Commission requested, he provided his prior contracts and asked what the Commission wants done as the next step.

Mayor Samora said the City Manager had several contracts for one year each and several for six years each. He asked the City Manager if he had any insight into what happened after the last six-year contract, such as going by the City Charter, etc. City Manager Royle advised that there were four new Commissioners, which was unusual, and they had a very activist Mayor, Frank Charles, who convinced the Commission that the City Manager served at their pleasure and then there was an amendment to the Charter. He advised that all the benefits he received were exactly what the City employees got and there was no need to spell those out in a contract.

Mayor Samora advised that one thing specified in the old contracts was the amount that the City Manager was paid but now your benefits and salary are the same as the rest of the City staff. Mayor Samora asked if the Commission had any strong opinions one way or another and if they still wanted to try to put together a two-year or one-year contract.

Vice Mayor Rumrell advised that he would like to do a two-year contract similar to the County's, which are a "fire at will or cause" situation if he remembered correctly. City Attorney Blocker said yes. Vice Mayor Rumrell said that it gives us something with the City Manager that he could renew if that is the will of the Commission, which also protects the City Manager if he were ever let go and there would be some sort of compensation if it were not for cause. He said he believed it is something that is good to have and as the City progresses, that future Commissions would look for contracts. He said he believed the City of St. Augustine and the County have them in place and it would be prudent for us to have one as well.

Commissioner Morgan said that for future Commissioners, for the purpose of succession planning, and for protecting the City manager, that she agreed with the Vice Mayor and that we would be remiss if we do not have some kind of plan in place.

Commissioner George advised that she is good with the proposal.

Mayor Samora advised the City Attorney to move forward with drafting a two-year contract and that the City Manager had mentioned at the last discussion that he wanted certain things included in the contract. City Attorney Blocker asked if it would be an addendum to the current contract. Commissioner George advised that there is no contract, it expired in 2006. Commissioner Sweeny suggested starting over. City Attorney Blocker advised that he could absolutely do that and with the Commission's direction he could negotiate directly and report back. Commissioner George said that she believed that we have an updated job description. City Manager Royle advised that it was part of the material for the evaluation and that his job duties are spelled out in the City Code and the City Charter.

Mayor Samora asked the City Manager if he had any boiler plate issues that he wanted included. City Manager Royle said yes. Mayor Samora asked if he wanted to bring them up now or with the City Attorney. Commissioner George suggested to provide a term sheet with the bullet points of what his terms are so that we know, which ones were requested by the City Manager. City Attorney Blocker agreed.

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

Mayor Samora moved on to Item XIII.7.

XIII. NEW BUSINESS

7. Resolution 23-06, to Support the Proposed Right to Clean and Healthy Water Constitutional Amendment (Presenter: Ms. Nana Royer, Citizen)

Nana Royer, 6 Willow Drive, St. Augustine Beach, FL, presented a PowerPoint [Exhibit C] and thanked the Commission for allowing her to present the resolution to the City. She advised that she provided a packet for the Commission so this presentation would just be a review. She read

the bullet points from her presentation, and advised that Florida's waters are in trouble. She showed the current water conditions in Florida, such as the artesian springs that are polluted with nitrogen, the decline in the flow of springs and rivers, 9,000 miles that are contaminated with fecal bacteria, that Florida has the most acres of polluted lakes in the nation, the increased death of manatees, red tide acceleration, etc. She said that Florida's waterways are making headlines and showed a headline from the New York Times titled "It's Toxic Slime Time on Florida's Lake Okeechobee".

Ms. Royer said that on the local level there are several segments of the Matanzas River and its tributaries that are currently impaired for nutrients, fecal coliform, and/or iron, which means fish and wildlife propagation is impaired. She said that Salt Run is also impaired for fish consumption and shellfish propagation. She advised that this is a phenomenon that is local, State, and very likely national. She moved on and said that there are laws for clean water, but they have not been sufficiently enforced and that policies are very subject to interpretation. She said that if those laws were working, then the State would not have issued 23,000 permits to pollute, which allowed industry and agriculture to discharge pollution into the waters. We need protection from special interests, changing political ideologies/circumstances, and the permitted harm to Florida waters.

Ms. Royer said that the summary of the amendment is that it creates a fundamental right to clean and healthy water for all Floridians and enables us to hold the executive branch and its agencies accountable when it violates that fundamental right. She advised that it would be placed in the Bill of Rights section of the State Constitution, superseding the reach of the Governor and the legislature, it would level the playing field between the special interests and the public interest in clean water, it would make clean water a fundamental right, it would be indefeasible and could not be overturned or compromised, and it would give the citizens the ability to participate in the democratic process making it a tool in the protection of our waters. It would not guarantee that all laws would be followed, but it makes for a better opportunity for that to take place. She said that we need to educate ourselves and others regarding the state of Florida's waters today and encourage them and others to sign the petition. She said that they need 900,000 signatures by the end of this year to get on the 2024 ballot and that a sixty percent passage on the ballot would make it self-implementing. We need the official support and advocacy of our municipalities to help citizens protect what should be an inalienable right, which boils down to being about enforcement, the democratic process, and accountability. She asked for official support for this amendment and its campaign.

Ms. Royer said that she heard comments that this amendment would bring thousands of lawsuits, but that three states, Montana, New York, and Pennsylvania have comparable laws and they have not had a plethora of lawsuits spring up.

Mayor Samora said that the resolution would be the City voicing its support for the Constitutional Amendment. Ms. Royer said yes.

Commissioner George said that before she referred Ms. Royer to forward this to the City Manager, that she reached out and forwarded the draft to County Commissioner, Henry Dean, since he has an extensive, career-long background in water management. She said that he was already aware of the push for a Constitutional Amendment, he reviewed it, and said that he was all in favor of it and that he wanted to bring it forward to the St. Johns County Commission. She said that she was relieved because she is always worried about unintended consequences and that she asked him specifically about that and that he thought that the language was well drafted and that he supported it.

Mayor Samora confirmed that the threshold to get this on the ballot is strictly 900,000 signatures. Ms. Royer said yes and that they do not know for sure how many signatures they have so far, but

she would guess around 75,000. Mayor Samora said that the municipality portion of it has no bearing for whether it actually gets on the ballot. Ms. Royer said no but that she hoped that it would bring more awareness and by having the City give its blessing that it may have more credibility with the general public.

Commissioner Sweeny said that this is a hard one for her because, who does not want clean water, and that she one hundred percent supports the intent behind bringing this amendment forward and asking for the City's support, but that the lawsuit issue is a concern. She advised that she read the background materials and the amendment language and that she is a little concerned about unintended consequences, which we see quite often from Constitutional Amendments. She said that she also had concerns about creating another cause of action against the State and that maybe the language in the amendment is not specific enough for what would allow a lawsuit against the State for their inaction and that the person that brings the lawsuit does not even have to be an affected party, which is also concerning to her. Her concerns are with the amendment language and the legal definitions that are included and that she does not know enough or feel comfortable enough with some of the legal questions to support it right now. She said that it gave her comfort knowing that Commissioner Dean supported it because she puts a lot of faith in his opinion.

Commissioner George said that if you read with clarity the resolution itself, it does not articulate support for this particular Constitutional Amendment. She advised that the closest it gets is that it states, *"the City 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."*, but it is not saying that it is supporting this particular Constitutional Amendment, which is why she felt more comfortable with it. Otherwise, getting a particular amendment may not be something that we would want to do.

Commissioner Sweeny questioned if the City had a policy and what had been done in the past when it comes to taking opinions on Constitutional Amendments, which may not be our role to do. Commissioner George advised that this is skirting around that by saying that access to water should be a right and it does not speak to any particular draft. She said that the advocacy group can use it however they want, similar to what always happens in the media, and that is where it is coming from, but there is nothing in it that says that the City stamps this particular amendment.

Commissioner Morgan thanked Ms. Royer for her presentation and the materials that she sent in advance. She said that she recognized that there are issues with getting legislation passed for things like this. However, even though it does not specifically state that the City supports it, she is not comfortable with trying to legislate through voting on Constitutional Amendments, it is not the right way, and it is not being vetted through the legislature, which in itself is a problem. She said that any time she sees a Constitutional Amendment, she puts a lot of time into researching them, and often there are unintentional consequences even though there is a very good intention here. She said that she believed in the cause of clean water and that she had read those articles but that she could not support this herself.

Ms. Royer said that she was not sure if she included the quote from Ms. Jane West, an environmental attorney, where she said that, *"litigation is not working, lobbying is not working, and that the only way she sees forward, is through an amendment like this."* Commissioner Morgan advised that she read that and that she had worked with Ms. West in the past, and that this is not a negative reflection on Ms. West or the cause, it is that she does not believe in this method.

Vice Mayor Rumrell echoed both Commission George and Commissioner Morgan. He said that it is hard for one governing body to put forth effort for another governing body and that he did not

want to open a slippery slope. He said that he believed that all five Commissioners would agree that we need to do better. Ms. Royer said that this is completely non-partisan because we all need it. Vice Mayor Rumrell agreed but said that he also had a hard time voting for it. He advised that he had the same conversation with Commissioner Dean, would it open up other things, are we liable, and that he would ask the City Attorney's opinion on it. City Attorney Blocker advised that it is up to the Commission to decide on a resolution asking the City to take a stand on a very worthy issue, but that there are some legal implications. He said that there are some examples where other governing bodies have approved of them and others have not. He said that he did not believe that if the City approved this that it would come back on you as a Commission, but that the process is a little different because it is a Constitutional Amendment.

Mayor Samora opened Public Comment.

Chris McDermott, 392 San Nicolas Way, St. Augustine, FL, said that he is here and wearing his [Right to Clean Water] t-shirt and is a volunteer, not a paid solicitor, and has spent a lot of Saturdays talking to the Commission's constituents at that St. Augustine Amphitheatre and pier events; eighty percent of the people that he spoke to, signed the petition; people recognize that the legislature and the government do not always respond to the long-term vision, it responds to the loudest voice at the moment, which is a failure of our society; this is an opportunity to overcome cynicism and partisanship and invest in our future; it may not be the way that you prefer, but we need to do something before we die because waiting for Tallahassee to do it is not going to happen; telling your children that it is going to happen is not very honest; lets invest in our people and the springs, lakes and estuaries, which are important to Florida and this is the City's chance to do it.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, thanked Ms. Royer for what she is doing for clean water and Ocean Hammock; he spent over thirty-three years working for the State of New Jersey enforcing and funding clean water; Florida is decades behind New Jersey and has been run by big business; without this type of amendment, it will continue to be run that way; you need to have some means for the citizens to get water pollution rights enforced; he appeared in many courts, provided funding for municipalities, and fought against industries; there is no question that there will be litigation but it is something that is needed and it is simply saying that you believe in clean water.

Susan Brady, 121 14th Street, St. Augustine Beach, FL, said that water is our life, we live at the beach; she remembered the red tide, which caused breathing problems; it is a right for everyone in the world to have clean water, look at what happened in Flint, Michigan; hoped that the City would follow the people that live at the beach and support this clean water amendment so that it gets on the ballot.

Mayor Samora closed Public Comment.

Commissioner George said that based upon her prior comments and her review of the text in the resolution, that she did not believe that this is sidestepping or overstepping any political process and that she is more than comfortable making a statement that, as an elected official, she believes that access to clean water should be a right that the people can protect.

Motion: To approve Resolution 23-06. **Moved by** Commissioner George. Motion died for lack of a second.

Mayor Samora advised that everyone expressed their belief in the cause and maybe not so much the vehicle or the position of this body to weigh in on what another legislative body is going to do. He said that there is a lot of support for your cause, and he asked how individuals would get involved or sign the petition so that it could be on the record.

Vice Mayor Rumrell advised that he would not be opposed to having the City Attorney write a resolution that the City could support because it is not that the City doesn't support this, it is the way that it is written as an amendment. Mayor Samora said that he heard some reservations for going the Constitutional Amendment route, so the vehicle is more the issue and not necessarily the cause, and that the City Attorney is more than welcome to take another stab at it. He said that in order to help Ms. Royer get this on the ballot, people would need to sign the petition. He asked Ms. Royer to provide the information on how people could get involved. Ms. Royer asked if the Commission was in favor of the concept but not the amendment itself. Mayor Samora said that they may bring a resolution back that expresses that. Commissioner George asked if the Vice Mayor wanted to look at it and make an amendment to it or do it outside of the meeting. Vice Mayor Rumrell said outside of the meeting, and that he preferred that the City Attorney write something and possibly pull some things from Ms. Royer's amendment to support it. He wanted to make it clear that he did not believe that any of the Commissioners were against it, they just had reservations for the vehicle and that he is happy to do a resolution of some sort.

City Attorney Blocker said that it sounded like some of the reservations were about the call to action, which we could improve on. He advised that this particular resolution calls for this body to support a Constitutional Amendment and that we could look at resolutions that other cities have done regarding clean water and bring something back to the Commission. Commissioner Sweeny said that she would support something that made it clear that the City supports the prioritization of clean water without being tied to a Constitutional Amendment. City Attorney Blocker said that we would also look at a resolution that makes a policy statement and that it would be a policy of the City to promote clean water within the City so that way it would be in the control of the Commission.

Vice Mayor Rumrell suggested to have it come back in September to help support Ms. Royer's efforts to get it on the ballot. City Attorney Blocker agreed. Mayor Samora liked the idea and said that it is a good way to make some progress. He asked Ms. Royer to provide information for anyone that would like to get involved. Ms. Royer said that people could go to the website: floridarighttocleanwater.org, then print and sign the petition, and mail it to the address on the petition. She advised that they also have a table at the Amphitheatre every third Saturday along with Genung's Fish Camp in Crescent Beach, which would accept petitions. She said that she also had some copies with her and that anyone is welcome to sign it.

Mayor Samora moved on to Item XIII.8.

8. Request from Northeast Florida Regional Council for City's Suggestions for Regional Priorities for 2024 Legislative Session (Presenter: Max Royle, City Manager)

City Manager Royle provided a list of priorities from 2022 [Exhibit D], which included support for beach restoration, State financial support for barrier island cities, and legislative actions to allow cities to directly collect bed tax dollars to pay for services and other expenses. He said that what St. Johns County adopted as their priorities did not include any of ours and that he did not know what the Commission would like him to forward to the Northeast Regional Council this year.

Mayor Samora asked if everyone brought their lists. Commissioner George said that her list is the same as last year. Vice Mayor Rumrell said that it is important that we come up with a legislative list ourselves and that he had submitted some things from the City's Engineering Department for drainage, etc. and that he liked piggybacking some things off of the County, but that the legislature likes us to ask them directly and that he liked what was currently on the list.

Commissioner Morgan advised that she looked at the County's requests and highlighted the ones that were the most important and she pointed out on Page 17, that their second Requested Action, "Storm Water Trust Fund Pilot Program", included the City. She said that she did not know

if it would be separate from the three that we have listed from last year. Mayor Samora said that he liked that and to make sure it is back on the list.

Mayor Samora said that he would support alternative modes of transportation and multi-use paths. Commissioner Sweeny suggested a priority about accelerating the River to Sea Loop.

Vice Mayor Rumrell advised that he would like the City to support St. Johns County and any affordable housing that they may have because a lot of people that work at the beach cannot afford to live here, which is important to support. Mayor Samora and Commissioner Sweeny both agreed.

Mayor Samora advised that short-term rentals seem to come to the legislature every year and that it is important that we try to protect home rule and avoid the preemption of local regulations.

Mayor Samora opened Public Comment.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, said that we talked during the budget meeting about asking legislature for supplemental money for existing projects, which may need to be in a general scope of language because the City does not have all the bids in yet; there is no harm asking for the supplemental money and that he cannot believe that the City is the only community in Florida that had bids come in much higher; there was a lot of money from the American Rescue Plan Act and that people did as he predicted, the bids would come in higher and there would be less bidders; encouraged the Commission to put in the request for supplemental funding for those projects that are under design and receiving bids.

Mayor Samora Closed Public Comments.

Commissioner Sweeny asked Engineering Director Sparks about the projects that we have received State appropriations for and what projects he foresees that we would not be able to complete within the allocated amount. Engineering Director Sparks advised that we took a look at that during the budget meeting and the projects that we pushed out to FY 2025-26. He said that he did not want to say that all of the \$3 million dollars that was shaved from the budget were for the projects that he is associated with but that a good portion of them were. He advised that we are also adding the grant administration costs to the projects and that a lot of them increased his funding estimates by fifty to one hundred percent. He advised that we could work around some of that by phasing them like we did with Ocean Walk and coordinating with the grant funding agencies for extensions, etc. and that we are getting ready to build the gravity portion of one of the projects first and then move on to the pump station phase. He said that there are a couple of projects that are through the design/permitting phase, but we are waiting to hear about the funding for the construction portion and that they have submitted the package back to the funding agency. He said that he did not know if that answered the question but that he could run down each project and give the Commission an idea of what is in the budget for each one. Commissioner Sweeny said that it would be helpful if he could send her a list of the State appropriated projects, what was allocated, and his estimated total cost now so that she could see the difference. Director Sparks agreed and said that the largest project right now is in the pre-design/study phase for Magnolia Dunes and Atlantic Oaks and that he has a meeting tomorrow with one of the project team members who solely looks for additional grant money. He said that we are already forecasting a shortfall in the funding amount for the construction, even though we have \$1.2 million in appropriations right now. He advised that he had the numbers that she was asking for and that he could condense them and put them into one table.

Mayor Samora asked the City Manager what was on the list. City Manager Royle advised that three of them were from last year, to support alternative modes of transportation, the River to Sea Loop in particular, to support the County's efforts for affordable housing, and not to preempt

cities' authority to regulate vacation rentals. Mayor Samora asked if everyone was good with that list.

It was the consensus of the Commission to move forward with the list.

Mayor Samora moved on to Item XIV.

9. Police Chief and City Manager: Discussion of Work Performance Evaluations (Presenters: Max Royle, City Manager; Police Chief Dan Carswell)

This Item was moved to the September 11, 2023, Commission meeting.

XIV. STAFF COMMENTS

City Attorney Blocker thanked everyone for the good discussions tonight and advised that he would get to work.

Police Chief Carswell thanked Commander Harrell for taking care of the City and the Police Department in his absence last week while he was in southwest Florida at the annual Florida Police Chief's conference. He advised that there were a lot of good speakers and that the focus was on mental health training for the officers and suicide prevention.

Engineering Director Sparks advised that they are nearing the end of the Ocean Hammock Park restroom and improvements project and that there had been some discussion about possibly having a ribbon cutting ceremony, which could be as early as September. He said that the 2nd Street project is progressing much better since the major adjustments last week and that he has faith that the extension/widening portion should be wrapped up in a month or so. He said that he is gathering more information and would keep the stormwater utility discussions going. The A Street parking project's design/permitting phase is at one hundred percent at that we would be looking to bid it out soon with construction starting in the next six months along with Phase 1 of the Ocean Walk project.

Mayor Samora asked if Ocean Hammock Park would be open by Labor Day. Director Sparks said that he believed that it could open now and that we just have to pay the retainage and have the City Manager and others sign off on it, which should happen this week. Mayor Samora asked when he anticipated 2nd Street to be completed. Director Sparks said that mid-August was the tentative completion date, but it would surpass that.

City Manager Royle said that Assistant Public Works Director Adams made a very good presentation to the Port, Waterway, and Beach District to get us money for beach walkovers. He was impressed with the presentation that he put together and that they were quite supportive. He advised that Public Works Director Gatchell came up with an interesting idea for the problem that we are having with the Ocean Trace/Sabor de Sal ponds and that he and the Engineering Director are going to have a meeting on August 17th with any interested residents and that the City Attorney gave him some good advice regarding the City's involvement with emergency pumping. He said that anything we do on the City's end would not be the final solution and that those residents would have to get themselves together and work out a solution such as what they want to do, how they would hire expert advice, how to get the money, etc. and that the City would support and assist them however it could. He mentioned that he received a real estate notice in the mail recently of "another proud sale" of a house at 11 D Street for \$1.6 million. He said that some people have a lot of money and can afford to pay our taxes.

Mayor Samora said that there are a few reminders: SEPAC meets this Thursday in the Commission Room at 6:00 p.m., Planning and Zoning meets on August 15th in the Commission Room at 6:00 p.m., and that City Hall will be closed on September 4th for the Labor Day holiday. He advised that the Commission would meet again on September 11th at 5:01 p.m. for the budget meeting and

6:00 p.m. for the regular meeting. He said that St. Johns County schools are back in session this Thursday, to be careful driving, and to stop for school buses.

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 George. Motion passed unanimously.

Mayor Samora adjourned the meeting at 8:26 p.m.

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 

DATE: August 22, 2023

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

Ms. Nana Royer, a resident, proposed this resolution at your August 7th meeting. In accordance with your comments, City Attorney Blocker redrafted the resolution.

Attached for your review are the minutes of your discussion (pages 1-4) and the redrafted Resolution 23-06 (pages 5-6).

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

7. Resolution 23-06, to Support the Proposed Right to Clean and Healthy Water Constitutional Amendment (Presenter: Ms. Nana Royer, Citizen)

Nana Royer, 6 Willow Drive, St. Augustine Beach, FL, presented a PowerPoint [Exhibit C] and thanked the Commission for allowing her to present the resolution to the City. She advised that she provided a packet for the Commission so this presentation would just be a review. She read the bullet points from her presentation, and advised that Florida's waters are in trouble. She showed the current water conditions in Florida, such as the artesian springs that are polluted with nitrogen, the decline in the flow of springs and rivers, 9,000 miles that are contaminated with fecal bacteria, that Florida has the most acres of polluted lakes in the nation, the increased death of manatees, red tide acceleration, etc. She said that Florida's waterways are making headlines and showed a headline from the New York Times titled "It's Toxic Slime Time on Florida's Lake Okeechobee".

Ms. Royer said that on the local level there are several segments of the Matanzas River and its tributaries that are currently impaired for nutrients, fecal coliform, and/or iron, which means fish and wildlife propagation is impaired. She said that Salt Run is also impaired for fish consumption and shellfish propagation. She advised that this is a phenomenon that is local, State, and very likely national. She moved on and said that there are laws for clean water, but they have not been sufficiently enforced and that policies are very subject to interpretation. She said that if those laws were working, then the State would not have issued 23,000 permits to pollute, which allowed industry and agriculture to discharge pollution into the waters. We need protection from special interests, changing political ideologies/circumstances, and the permitted harm to Florida waters.

Ms. Royer said that the summary of the amendment is that it creates a fundamental right to clean and healthy water for all Floridians and enables us to hold the executive branch and its agencies accountable when it violates that fundamental right. She advised that it would be placed in the Bill of Rights section of the State Constitution, superseding the reach of the Governor and the legislature, it would level the playing field between the special interests and the public interest in clean water, it would make clean water a fundamental right, it would be infeasible and could not be overturned or compromised, and it would give the citizens the ability to participate in the democratic process making it a tool in the protection of our waters. It would not guarantee that all laws would be followed, but it makes for a better opportunity for that to take place. She said that we need to educate ourselves and others regarding the state of Florida's waters today and encourage them and others to sign the petition. She said that they need 900,000 signatures by the end of this year to get on the 2024 ballot and that a sixty percent passage on the ballot would make it self-implementing. We need the official support and advocacy of our municipalities to help citizens protect what should be an inalienable right, which boils down to being about enforcement, the democratic process, and accountability. She asked for official support for this amendment and its campaign.

Ms. Royer said that she heard comments that this amendment would bring thousands of lawsuits, but that three states, Montana, New York, and Pennsylvania have comparable laws and they have not had a plethora of lawsuits spring up.

Mayor Samora said that the resolution would be the City voicing its support for the Constitutional Amendment. Ms. Royer said yes.

Commissioner George said that before she referred Ms. Royer to forward this to the City Manager, that she reached out and forwarded the draft to County Commissioner, Henry Dean, since he has an extensive, career-long background in water management. She said that he was already aware of the push for a Constitutional Amendment, he reviewed it, and said that he was all in favor of it and that he wanted to bring it forward to the St. Johns County Commission. She said that she was relieved

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

because she is always worried about unintended consequences and that she asked him specifically about that and that he thought that the language was well drafted and that he supported it.

Mayor Samora confirmed that the threshold to get this on the ballot is strictly 900,000 signatures. Ms. Royer said yes and that they do not know for sure how many signatures they have so far, but she would guess around 75,000. Mayor Samora said that the municipality portion of it has no bearing for whether it actually gets on the ballot. Ms. Royer said no but that she hoped that it would bring more awareness and by having the City give its blessing that it may have more credibility with the general public.

Commissioner Sweeny said that this is a hard one for her because, who does not want clean water, and that she one hundred percent supports the intent behind bringing this amendment forward and asking for the City's support, but that the lawsuit issue is a concern. She advised that she read the background materials and the amendment language and that she is a little concerned about unintended consequences, which we see quite often from Constitutional Amendments. She said that she also had concerns about creating another cause of action against the State and that maybe the language in the amendment is not specific enough for what would allow a lawsuit against the State for their inaction and that the person that brings the lawsuit does not even have to be an affected party, which is also concerning to her. Her concerns are with the amendment language and the legal definitions that are included and that she does not know enough or feel comfortable enough with some of the legal questions to support it right now. She said that it gave her comfort knowing that Commissioner Dean supported it because she puts a lot of faith in his opinion.

Commissioner George said that if you read with clarity the resolution itself, it does not articulate support for this particular Constitutional Amendment. She advised that the closest it gets is that it states, *"the City 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."*, but it is not saying that it is supporting this particular Constitutional Amendment, which is why she felt more comfortable with it. Otherwise, getting a particular amendment may not be something that we would want to do.

Commissioner Sweeny questioned if the City had a policy and what had been done in the past when it comes to taking opinions on Constitutional Amendments, which may not be our role to do. Commissioner George advised that this is skirting around that by saying that access to water should be a right and it does not speak to any particular draft. She said that the advocacy group can use it however they want, similar to what always happens in the media, and that is where it is coming from, but there is nothing in it that says that the City stamps this particular amendment.

Commissioner Morgan thanked Ms. Royer for her presentation and the materials that she sent in advance. She said that she recognized that there are issues with getting legislation passed for things like this. However, even though it does not specifically state that the City supports it, she is not comfortable with trying to legislate through voting on Constitutional Amendments, it is not the right way, and it is not being vetted through the legislature, which in itself is a problem. She said that any time she sees a Constitutional Amendment, she puts a lot of time into researching them, and often there are unintentional consequences even though there is a very good intention here. She said that she believed in the cause of clean water and that she had read those articles but that she could not support this herself.

Ms. Royer said that she was not sure if she included the quote from Ms. Jane West, an environmental attorney, where she said that, *"litigation is not working, lobbying is not working, and that the only way she sees forward, is through an amendment like this."* Commissioner Morgan advised that she

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

read that and that she had worked with Ms. West in the past, and that this is not a negative reflection on you, Ms. West, or the cause, it is that she does not believe in this method.

Vice Mayor Rumrell echoed both Commission George and Commissioner Morgan. He said that it is hard for one governing body to put forth effort for another governing body and that he did not want to open a slippery slope. He said that he believed that all five Commissioners would agree that we need to do better. Ms. Royer said that this is completely non-partisan because we all need it. Vice Mayor Rumrell agreed but said that he also had a hard time voting for it. He advised that he had the same conversation with Commissioner Dean, would it open up other things, are we liable, and that he would ask the City Attorney's opinion on it. City Attorney Blocker advised that it is up to the Commission to decide on a resolution asking the City to take a stand on a very worthy issue, but that there are some legal implications. He said that there are some examples where other governing bodies have approved of them and others have not. He said that he did not believe that if the City approved this that it would come back on you as a Commission, but that the process is a little different because it is a Constitutional Amendment.

Mayor Samora opened Public Comment.

Chris McDermott, 392 San Nicolas Way, St. Augustine, FL, said that he is here and wearing his [Right to Clean Water] t-shirt and is a volunteer, not a paid solicitor, and has spent a lot of Saturdays talking to the Commission's constituents at that St. Augustine Amphitheatre and pier events; eighty percent of the people that he spoke to, signed the petition; people recognize that the legislature and the government do not always respond to the long-term vision, it responds to the loudest voice at the moment, which is a failure of our society; this is an opportunity to overcome cynicism and partisanship and invest in our future; it may not be the way that you prefer, but we need to do something before we die because waiting for Tallahassee to do it is not going to happen; telling your children that it is going to happen is not very honest; lets invest in our people and the springs, lakes and estuaries, which are important to Florida and this is the City's chance to do it.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, thanked Ms. Royer for what she is doing for clean water and Ocean Hammock; he spent over thirty-three years working for the State of New Jersey enforcing and funding clean water; Florida is decades behind New Jersey and has been run by big business; without this type of amendment, it will continue to be run that way; you need to have some means for the citizens to get water pollution rights enforced; he appeared in many courts, provided funding for municipalities, and fought against industries; there is no question that there will be litigation but it is something that is needed and it is simply saying that you believe in clean water.

Susan Brady, 121 14th Street, St. Augustine Beach, FL, said that water is our life, we live at the beach; she remembered the red tide, which caused breathing problems; it is a right for everyone in the world to have clean water, look at what happened in Flint, Michigan; hoped that the City would follow the people that live at the beach and support this clean water amendment so that it gets on the ballot.

Mayor Samora closed Public Comment.

Commissioner George said that based upon her prior comments and her review of the text in the resolution, that she did not believe that this is sidestepping or overstepping any political process and that she is more than comfortable making a statement that, as an elected official, she believes that access to clean water should be a right that the people can protect.

Motion: To approve Resolution 23-06. **Moved by** Commissioner George. Motion died for lack of a second.

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

Mayor Samora advised that everyone expressed their belief in the cause and maybe not so much the vehicle or the position of this body to weigh in on what another legislative body is going to do. He said that there is a lot of support for your cause, and he asked how individuals would get involved or sign the petition so that it could be on the record.

Vice Mayor Rumrell advised that he would not be opposed to having the City Attorney write a resolution that the City could support because it is not that the City doesn't support this, it is the way that it is written as an amendment. Mayor Samora said that he heard some reservations for going the Constitutional Amendment route, so the vehicle is more the issue and not necessarily the cause, and that the City Attorney is more than welcome to take another stab at it. He said that in order to help Ms. Royer get this on the ballot, people would need to sign the petition. He asked Ms. Royer to provide the information on how people could get involved. Ms. Royer asked if the Commission was in favor of the concept but not the amendment itself. Mayor Samora said that they may bring a resolution back that expresses that. Commissioner George asked if the Vice Mayor wanted to look at it and make an amendment to it or do it outside of the meeting. Vice Mayor Rumrell said outside of the meeting, and that he preferred that the City Attorney write something and possibly pull some things from Ms. Royer's amendment to support it. He wanted to make it clear that he did not believe that any of the Commissioners were against it, they just had reservations for the vehicle and that he is happy to do a resolution of some sort.

City Attorney Blocker said that it sounded like some of the reservations were about the call to action, which we could improve on. He advised that this particular resolution calls for this body to support a Constitutional Amendment and that we could look at resolutions that other cities have done regarding clean water and bring something back to the Commission. Commissioner Sweeny said that she would support something that made it clear that the City supports the prioritization of clean water without being tied to a Constitutional Amendment. City Attorney Blocker said that we would also look at a resolution that makes a policy statement and that it would be a policy of the City to promote clean water within the City so that way it would be in the control of the Commission.

Vice Mayor Rumrell suggested to have it come back in September to help support Ms. Royer's efforts to get it on the ballot. City Attorney Blocker agreed. Mayor Samora liked the idea and said that it is a good way to make some progress. He asked Ms. Royer to provide information for anyone that would like to get involved. Ms. Royer said that people could go to the website: floridarighttocleanwater.org, then print and sign the petition, and mail it to the address on the petition. She advised that they also have a table at the Amphitheatre every third Saturday along with Genung's Fish Camp in Crescent Beach, which would accept petitions. She said that she also had some copies with her and that anyone is welcome to sign it.

Mayor Samora moved on to Item XIII.8.

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 recognizes and 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 supports equitable remedies to protect water within St. Augustine Beach and its environs; 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 public policies and solutions that protect our vital water resources.

Section 2. The City of St. Augustine Beach acknowledges the importance of clean and healthy waters to the citizens of St. Augustine Beach and to the State of Florida.

Section 3. The City of St Augustine Beach supports and encourages collaboration with concerned citizens towards a joint effort ensuring clean and healthy waters for future generations of residents in St. Augustine Beach and the State of Florida.

Effective Date. This resolution shall take effect immediately upon its adoption.

RESOLVED AND DONE, this 11th day of September 2023 by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.

Donald Samora, Mayor

ATTEST:

Max Royle, City Manager

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTIONS 23-12
DATE: 8/16/2023

Attached is Budget Resolution 23-12 for miscellaneous adjustments to the budget. The current adjustments include adjustments due to FRS invoices, changes in the way we allocate expenses since the split between Engineering and Public Works, increased costs for record management services due to the changes with Laserfiche, and employee changes to health insurance coverage. The requested adjustments can be made with the additional revenue received year to date to cover the needed expenditure increases, and transfers between departments for the expense allocation changes. The changes do not require any funding from reserves.

If further information is needed, please let me know.

BUDGET RESOLUTION 23-12

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

**RE: TO AMEND THE FY2023
GENERAL FUND BUDGET**

The City Commission does hereby approve the transfer and appropriation from within the Fiscal Year 2022-2023 General Fund Budget as follows:

INCREASE: Account 001-342-100 (General Fund-Revenue-Beach Patrol) in the amount of \$25,000.00 which will increase the appropriation in this account to \$138,193.00.

INCREASE: Account 001-2100-521-2200 (General Fund-Retirement) in the amount of \$25,000.00 which will increase the appropriation in this account to \$373,765.79.

INCREASE: Account 001-361-100 (General Fund-Revenue-Interest on Investment) in the amount of \$67,879 which will increase the appropriation in this account to \$79,879.00.

INCREASE: Account 001-1100-511-4970 (General Fund-Legislative-Records Management) in the amount of \$11,065.00 which will increase the appropriation in this account to \$23,725.00.

INCREASE: Account 001-1500-515-2300 (General Fund-Comp Planning-Life/Health Insurance) in the amount of \$5,000.00 which will increase the appropriation in this account to \$26,221.70.

INCREASE: Account 001-1700-517-7100 (General Fund-Debt Service-Principal) in the amount of \$141.00 which will increase the appropriation in this account to \$166,177.00.

INCREASE: Account 001-1700-517-7200 (General Fund-Debt Service-Interest) in the amount of \$573.00 which will increase the appropriation in this account to \$11,911.00.

INCREASE: Account 001-2900-529-2200 (General Fund-Code Enforcement-Retirement) in the amount of \$5,100.00 which will increase the appropriation in this account to \$15,157.51.

INCREASE: Account 001-2100-521-1400 (General Fund-Law Enforcement-Overtime) in the amount of \$10,000.00 which will increase the appropriation in this account to \$74,985.00.

INCREASE: Account 001-4100-541-1200 (General Fund-R&B-Regular Wages) in the amount of \$58,000.00 which will increase the appropriation in this account to \$416,562.97.

INCREASE: Account 001-4100-541-2200 (General Fund-R&B-Retirement) in the amount of \$11,000.00 which will increase the appropriation in this account to \$64,840.43.

DECREASE: Account 001-3400-534-1200 (General Fund-Garbage-Regular Wages) in the amount of \$25,000.00 which will increase the appropriation in this account to \$343,136.32.

DECREASE: Account 001-3400-534-2200 (General Fund-Garbage-Retirement) in the amount of \$8,000.00 which will increase the appropriation in this account to \$45,863.79.

RESOLVED AND DONE, this 11th day of September 2023 by the City Commission of the City of St Augustine Beach, St. Johns County, Florida.

Mayor – Commissioner

ATTEST:

City Manager

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTIONS 23-13
DATE: 8/31/2023

Attached is Budget Resolution 23-13 an adjustment needed in Capital Projects Fund for the weir project. This project is completed, and this balance is needed to pay the engineer for the remainder of their services. The final request for reimbursement is currently under review by HMGP and we are waiting for reimbursement.

If further information is needed, please let me know.

BUDGET RESOLUTION 23-13

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

**RE: TO AMEND THE FY2023
CAPITAL PROJECTS FUND BUDGET**

The City Commission does hereby approve the transfer and appropriation from within the Fiscal Year 2022-2023 General Fund Budget as follows:

INCREASE: Account 310-334-490 (Capital Projects-Weir Grant) in the amount of \$54,685.00 which will increase the appropriation in this account to \$54,685.00.

INCREASE: Account 310-4100-541-6383 (Capital Projects-Weir) in the amount of \$54,685.00 which will increase the appropriation in this account to \$318,106.28.

RESOLVED AND DONE, this 11th day of September 2023 by the City Commission of the City of St Augustine Beach, St. Johns County, Florida.

Mayor – Commissioner

ATTEST:

City Manager

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: August 28, 2023

SUBJECT: Ordinance 23-08, First Reading, to Renew the Natural Gas Franchise Agreement with TECO People's Gas System

The current 15-year franchise agreement that TECO has with the City expires in October 2023. At your August 7th meeting, Mr. Jason Roth, Northeast Florida External Affairs Manager for TECO, presented a proposed ordinance to renew the agreement. You discuss the term with him and changing the insurance requirements. Attached as pages 1-5 are the minutes of your discussion as well as page 6, an email from Mr. Roth, in which he states TECO's agreement with the terms that you proposed.

ACTION REQUESTED

It is that you review Ordinance 23-08, which adopts a new franchise agreement with TECO People's Gas System for natural gas service. Mr. Roth will be at your meeting to answer any questions.

If the terms of the Ordinance meet with your approval, then we ask that you approve Ordinance 23-03 on first reading.

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

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

City Manager Royle advised that fifteen years ago the Commission at that time approved a fifteen-year franchise agreement with TECO to provide natural gas service in the City. He said that TECO constructed a pipeline down A1A Beach Boulevard, and he believed that a number of businesses are connected to it. The original franchise is up for renewal and per his phone conversation with TECO, they indicated that they would like to have a thirty-year franchise, which is what they originally asked for in 2008. He said that it would be up to the Commission whether to agree to a thirty-year franchise agreement or to continue with the current fifteen-year franchise agreement. He said that his cover memo noted some slight differences between the original agreement and the proposed agreement, but he did not know if they were relevant and that he did not see anything that raised any alarms. He said that he also noted in his memo the franchise fees that TECO has given the City over the past three fiscal years, which is not an enormous amount of money, but everything helps. He advised that a TECO representative is here to answer questions.

Jason Roth, TECO Peoples Gas Northeast Florida External Affairs Manager, 3712 Pine Street, Jacksonville, FL, said that TECO has a great relationship with the City and would like to continue that. He said the reason they typically ask for a thirty-year franchise agreement is because they are a regulated company, and they make decisions on capital investments based on stability and being able to recoup through rates. The longer term that we can predict, the more apt we are to invest. He said that he would be happy to answer any questions.

Mayor Samora asked the City Manager if the things he pointed out in the contract were addressed, such as the thirty-year term and the increased insurance from \$1 million to \$2 million per incident. City Manager Royle advised that the insurance increase was recommended by our insurance company and that he thought that he sent the information to TECO. Mr. Roth said that he did receive it and that if it is the pleasure of the Commission to amend the insurance to \$2 million, that TECO is amenable to that. He advised that TECO has 136 franchise agreements across Florida and that some have \$2 million insurance, and some have \$1 million insurance.

Commissioner Sweeny said that this type of franchise agreement is new to her, and she asked what the City's role is and how it works. Mr. Roth advised that there is a little bit of a misconception of what a franchise agreement is. He said that it is not a right to serve, this is our territory and TECO has been serving this area for a very long time, which is typically under the jurisdiction of the Florida Public Service Commission. This is an agreement between TECO and the municipality on the standards of operating and how we would access the right-of-way, the permitting, and the requirements, which is just a mutual understanding mainly to stabilize our operations and that they collect a franchise fee from their customers, which is dictated through the franchise agreement and remitted back to the municipality. Commissioner Sweeny asked if the entire franchise fee was just a passthrough or do they keep any of it. Mr. Roth advised that it is a passthrough. Commissioner Sweeny asked if TECO served residential as well. Mr. Roth said that they serve both residential and commercial and they have sixty-five accounts but that he did not know what the breakdown was. Commissioner Sweeny asked if TECO was the only natural gas provider on the island. Mr. Roth said yes, and typically natural gas companies are a monopoly, and they are regulated by the Florida Public Service Commission, which is more for the standard of safety operations because we would not want another company's gas lines crossing ours.

Commissioner Morgan asked what the benefit would be to the City to have the franchise agreement be longer than fifteen years. She said that she is not opposed to it but that it is so far out, and we do

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

not know what we will need in thirty years, which is her only reason for hesitation and not feeling comfortable that it is what we should do. City Manager Royle advised that the only value would be if we wanted to lock them in for thirty years. He said that since TECO has spent a lot of money putting in all the gas lines, etc., that the chances are that they are here to stay until it becomes a financial burden or not feasible for them to stay. He said that they are finding it financially feasible to stay because they want to renew the franchise agreement, but he is not sure whether it is beneficial to the City or not. Mr. Roth advised that they are a regulated utility, they are capped for their rates, and must go to the Florida Public Service Commission to ask for rate increases. He said their infrastructure investments are capital expenditures they make based on long-term predictability, so they are not looking at fifteen years they are looking at fifty years. The longer they can have that predictability when we are looking at where to spend capital, that they would look towards the areas that are easier to work with and more predictable. He advised that TECO already made a huge investment in the line that goes down A1A Beach Boulevard and they would like to continue to grow the business and residential base in the City and that a thirty-year agreement would help them do that but that it is entirely up to the Commission and there are a number of ways that they could work it. He said that TECO is asking for a thirty-year franchise agreement but that they would be willing to discuss other options.

Vice Mayor Rumrell pointed out from the City Manager's memo that TECO paid the City \$2,058 in FY 2020, it jumped to \$3,096 in FY 2022, etc. and he asked how they base their revenue on that. Mr. Roth said that the revenue is the six percent collection on gross sales from our customers, so if usage goes up, then the revenue would go up, but there is a pretty consistent use, which does not typically go down. He said that businesses and residences use gas for different reasons, and it could be affected by the weather as well.

Commissioner George asked if TECO has current plans to expand into residential communities along the Boulevard. Mr. Roth said that TECO currently comes down the main A1A Beach Boulevard thoroughfare, and that they do extend where they can. Since TECO is regulated by the Florida Public Service Commission, any extension that they have would need to meet their feasibility standards because all of their customers are essentially paying for whatever capital they are expending. He said that if there is a request to extend a main into a residential area, as long as it is feasible, they would be happy to do it. He said that some neighborhoods organize themselves and ask TECO to extend their lines into their neighborhood, but it is really hard to go into established neighborhoods and deal with the remediation factors for extending the mains, but they are happy to do it whenever they are asked to.

Commissioner George asked him to forward the information and a contact that citizens could reach out to if their neighborhood wanted to begin that process. Mr. Roth advised that the City Manager could forward his contact information and people could contact him directly. Commissioner George asked the City Manager to forward the information to all the Commissioners. City Manager Royle agreed. Commissioner George said that she heard that TECO would extend for businesses but not for residents. Mr. Roth advised that it would all come down to the feasibility factors and that a typical restaurant could be anywhere from 15,000 and 35,000 therms a year usage whereas a typical home is around 700 therms. The amount of main that you can extend is capped at the amount of cost and typically it is about \$1 per cost of therm of usage so \$700 does not get you that much.

Commissioner Sweeny asked what the other homes that are not on the Boulevard might be using. Mr. Roth advised that if they are not on main, they could be using a third-party gas distributor such as propane, Amerigas, etc.

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

Commissioner George asked if the six percent was negotiable. Mr. Roth advised that it is their standard percentage that they use across the board but that different commissions have different philosophies and some like it lower to lessen the impact on their customers or higher to increase their revenues. Commissioner George asked if the six percent gets passed on to the customer. Mr. Roth said yes.

Commissioner Sweeny asked if the City Attorney reviewed the franchise agreement. City Attorney Blocker advised that they have reviewed it.

Commissioner George asked if the insurance cost was also passed on to the customers in the individual jurisdiction. Mr. Roth advised that it is part of TECO's overall rate base.

Commissioner Sweeny said that we are discussing increasing the insurance from \$1 million to \$2 million and she asked what TECO's immunity cap was that they are regulated under. Mr. Roth said that he was not sure. Commissioner Sweeny said that most public entities probably have around a \$2 million liability cap. Mr. Roth advised that they are not immune because they are a private, investor-owned utility company. Commissioner Sweeny asked if something were to occur would a claims bill come into play. Mr. Roth said that it is only used for public entities that fall under the immunity statutes.

Mayor Samora said that the Commission had a few things to sort out such as the insurance increase from \$1 million to \$2 million and the term of the agreement. He advised that there was one other thing that has not been addressed, which is a change to the contract to have the permit fees absorbed by the franchise fee. Mr. Roth advised that it is six in one and half a dozen in the other because in the current franchise agreement they less any permit fees from the collectables that they then remit to the City and this change would just be putting it up front and waiving the permit fees. He said that it is already standard practice, it is just worded differently. He said that there are a lot of different philosophies, and we are investing in infrastructure and the expansion of services. Mayor Samora said that he did not have any problem with that.

Commissioner George said that she thought that the insurance should be \$2 million because \$1 million does not cover a lot and then there is the multi-person cap for single claim. Commissioner Sweeny asked if the insurance company had a recommendation on the multi-person claim because it was set at five. Commissioner George said that it was one per person, five per claim, so maybe it is two and ten. City Manager Royle said that he did not believe that the insurance company gave a recommendation for that. Commissioner Sweeny asked if TECO would be okay with that. Mr. Roth said that he would be okay with the raise to \$2 million but if the City's desire is to raise the "per incident" cap, that he would have to go back to TECO for an answer.

Mayor Samora said that we currently have a fifteen-year term and that they are asking for a thirty-year term. Vice Mayor Rumrell said that he is inclined to go with a fifteen-year term with a five-year renewal that will give then up to twenty years. Commissioner Sweeny said that she was good with the automatic renewal.

Mr. Roth asked for three successive five-year renewals with some sort of provision of notice, which would make it thirty years all together and, after fifteen years, there would be the option to amend, change, or negotiate every five years after that. Commissioner Sweeny asked for the City Attorney's input. City Attorney Blocker advised that it is fairly routine, and you could have a built-in notice requirement and then the Commission could take action or renegotiate, etc. He said that it is fairly standard, and it would be appropriate. Commissioner George said what is the point, is it simply rubber stamping it so they could unilaterally extend it, or would it still allow for review of future Commissions. City Attorney Blocker advised that it would still allow for review. The party would notice the

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

Commission, the Commission could then look at the terms and see if there are any modifications or negotiations. Mr. Roth advised that we could do a ten-year term with two successive ten-year terms but that our goal would be to have something in place for thirty years and that the Commission could review it at any time.

Commissioner George said that if the Commission is going to have the opportunity to review it and make adjustments as needed, that she would not have a problem doing a fifteen-year term with another fifteen-year renewal option. Commissioner Sweeny advised that she liked a fifteen-year term with three five-year renewal terms. Commissioner Morgan agreed.

Mayor Samora asked the City Attorney if this would need to come back to the Commission or could it be approved with those changes. City Attorney Blocker said that he would prefer that it come back to the Commission as the final product to make sure and go from there, but he was not sure what timeline they were under. Mayor Samora asked if there were any time constraints. Mr. Roth advised that the current contract expires October 1, 2023. He said that going fifteen-years and then having to come back every five years seems a little time consuming on both TECO and the Commission and TECO would prefer auto-renewals of ten years with two automatic extensions of ten years.

Vice Mayor Rumrell said that his only concern is for future boards and that is why he preferred the fifteen-year agreement with three five-year renewals. Mayor Samora said that in fifteen years that Commission may decide to do another fifteen years and it would be up to that Commission. He said that he is comfortable with it being reviewed after fifteen years and the sitting Commission can decide at that point.

Commissioner Sweeny said if this is coming back to the Commission, she would like to ask the City Manager to check on the group liability and bring back a recommendation. City Manager Royle agreed. Commissioner George said whatever the industry standard is that would accompany \$2 million per person.

Commissioner George questioned what would happen if this does not get approved, would TECO have to shut down its accounts and be forced out of business. Mr. Roth said a franchise agreement is not a right to serve, it is more of a mutual understanding between the municipality and the company. He said if it is not approved, they would operate under the current agreement similar to a landlord/tenant agreement and would automatically extend. He advised that as long as TECO sends the City checks that get cashed, that the agreement stays in place, but they do not like to operate that way and would prefer to have a new standing agreement. He said that if the franchise were to be rejected fully and rescinded, TECO would stop remitting payments, which would not change the way TECO operates, only the way it operates with the City, and would not be bound by a contract.

Commissioner George asked if there was an exclusivity provision in the franchise agreement that would contractually bind the City aside from the regulations that exist today. For instance, if the statutory structure changed in twenty years for the servicing/management of utilities and we have a long-term franchise agreement, is there anything in the agreement that would independently preclude us from entertaining third-party competitors from coming into this market. Mr. Roth said he believed there is some exclusivity provision in the agreement, but it was bound to municipalities that want to get into the natural gas business, but that TECO's jurisdiction is defined by the Florida Public Service Commission and if other entities work in close proximity to our facilities, it would be a safety issue. Commissioner George said that there did not seem to be much harm in granting this. Mr. Roth promised that TECO is here to serve, they are not going anywhere for a very long time, and they would very much like to keep this relationship.

Max Royle

From: Roth, Jason D. <JDRoth@tecoenergy.com>
Sent: Saturday, August 26, 2023 6:11 PM
To: Max Royle
Subject: RE: Gas Franchise Ordinance
Attachments: St. Augustine Beach - Franchise - 8-23-23.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.

Max –

My apologies for not getting this to you by COB yesterday. I had some unexpected travel come up and it threw me off. With that said, please find the attached REVISED agreement that reflects the will of the commission based on their comments at the last meeting.

- 1) We've modified the TERM to reflect a 15 year agreement with three consecutive automatic renewals;
- 2) We've adjusted the insurance limits to \$2M per person;
- 3) I spoke to our insurance team and we are able to accommodate the commission's request of a \$10M limit per incident.

Let me know if you have any questions or concerns. Otherwise, I look forward to seeing this on the September 11th agenda.

Thanks!

Jason

Jason Roth
Regional Manager, External Affairs

TECO Peoples Gas
O: (904) 739-4878
C: (904) 401-0010
E: JDRoth@TECOEnergy.com



From: Max Royle <mroyle@cityofsab.org>
Sent: Friday, August 25, 2023 8:23 AM
To: Roth, Jason D. <JDRoth@tecoenergy.com>

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

Mayor Samora thanked Mr. Roth for being open to the Commission's input and said we would be seeing this again next month. City Manager Royle advised that September's meeting is on the 11th.

Mayor Samora moved on to Item XII6.

NATURAL GAS
FRANCHISE AGREEMENT
ORDINANCE NO. 23-08

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 fifteen (15) years with three (3) automatic renewable periods of five (5) years each (unless otherwise agreed to in writing by both parties) 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 fifteen (15) years with three (3) automatic renewable periods of five (5) years each (unless otherwise agreed to in writing by both parties) 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 \$2,000,000.00 for injury or death to any one person, and for the minimum sum of \$10,000,000.00 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 George
Commissioner Sweeny
Commissioner Morgan

FROM: Max Royle, City Manager 

DATE: August 31, 2023

SUBJECT: Contract with City Manager: Continuation of Discussion

INTRODUCTION

At your July 10th and August 7, 2023, meetings, you discussed having a contract with the City Manager. Attached as pages 1-2 are the minutes of the July 10th discussion; page 3 is the minutes of the August 7th discussion. According to the minutes, the outcome of August 7th discussion was, as stated by Mayor Samora, for "the City Attorney to move forward with drafting a two-year contract and that the City Manager had mentioned at the last discussion that he wanted certain things included in the contract." Commissioner George suggested "a term sheet with the bullet points of what his [the City Manager's] terms are so that we [the Commission] know, which ones were requested by the City Manager."

The bullet points are simply those provisions that are in the City Charter and that were listed by the City Manager in his June 30, 2023, memo to you for inclusion in the contract. They are:

- That termination be in accordance with Section 1-8 of the City Charter.
- That appeal rights be in accordance with Section 1-8.
- That residency be in accordance with Section 1-8.
- That compensation be in accordance with Section 1-8.
- That you discuss performance evaluations at your August 7th meeting.
- That the City Manager's duties and responsibilities be as listed in Section 1-8 (copy attached as pages 12-13).
- That insurance, holidays, sick and vacation leave, pay raises and retirement benefits be the same as provided to other City employees.

Attached as pages 4-11 is the contract prepared by the City Attorney, Mr. Blocker. He has included all of the City Manager's bullet points listed above except appeal rights in the event of termination. Section 1-8 of the City Charter states:

"Notwithstanding the action taken by the city commission to remove the manager, the city commission shall hold a public hearing if so requested in writing by the manager. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the city manager."

The attached draft of the contract can be amended to include the above section.

REVIEW OF PROPOSED CONTRACT

The City Manager has reviewed the contract prepared by Mr. Blocker. Here are his suggestions.

- a. Page 4, Section 2, Term. The proposed contract states it shall be for a period of one year: October 1, 2023-September 30, 2024. However, this contradicts the two years recommended by Vice Mayor Rumrell at the August 7th meeting and by what at the same meeting Mayor Samora requested be included in the contract.

CITY MANAGER'S SUGGESTION: A two-year contract would end on September 30, 2025. The City Manager suggests the end date be moved to June 1, 2026. That date will mark 50 years since the City Manager began his career in city government as the administrative assistant for the Leavenworth, Kansas, finance director. He proposes that a fitting symmetry would be for his career to conclude 50 years later with St. Augustine Beach. If you agree with this suggestion, then we also propose the following:

That at the Commission's January 2026 regular meeting, the Manager will notify the Commission of the contract's end date so that the Commission can begin the process for hiring a new Manager, either by promotion from within or by a nationwide search. As the Manager noted in his report to you for your July 10th meeting, either decision could take a several months to accomplish. If you promote from within, a new employee will have to found to fill the position of the promoted employee. If you engage in a nationwide search, as St. Johns County is now doing for its administrator, then time will be needed to advertise for and hire the search firm, for it to conduct the search, for the Commission to interview the candidates the firm proposes and to decide which one to hire.

- b. Page 5, Section 4, Termination and Severance Pay. Subsection D states that if the Manager voluntarily resigns, he is to give you 45 days' notice; Subsection E states that if the Manager retires, he is to give you 45 days' notice.

CITY MANAGER'S SUGGESTION. Forty-five days is too short a time for the Commission to find a new Manager, either by promotion from within or by a nationwide search. As the City Manager notes above in Section a, either process will take time, generally three to six months. Therefore, he suggests that for either resignation or retirement, the Manager provide six months' notice to the Commission. This will provide the Commission with sufficient time to ensure an orderly succession.

- c. Page 6, Section 6, Performance Evaluation. The section concludes with: "Further, the Mayor shall provide the Employee [City Manager] with a summary written statement of the findings of the City Commission and provide adequate opportunity for the Employee to discuss the evaluation with the City Commission."

CITY MANAGER'S SUGGESTION. It is unclear how the Mayor is to know the findings of the other Commissioners so that he can provide a written summary to the Manager unless they send the comments to the Mayor. The City Manager has asked the City Attorney whether such could be a

violation of the Sunshine Law. The City Manager suggests this section be re-worded and that the Mayor and Commissioners send their comments to the City Attorney and he provide the summary to the Manager.

- d. Page 7, Section 9, Automobile. It continues the \$1,000 annual auto allowance the Manager has received since he was hired in July 1989. It adds that the per-mile reimbursement rate be 44 ½ cents, as set by state law, and that the Manager receive the mileage reimbursement only when he uses his vehicle “beyond the greater St. Augustine Beach area,” which the Section defines as “within a one hundred (100) mile radius” of the City.

CITY MANAGER’S SUGGESTION. For over three decades, the \$1,000 auto allowance was meant to cover the Manager’s use of his vehicle for City purposes for travel within St. Johns County. For travel outside the County, the Manager was reimbursed at the per-mile rate used by the Internal Revenue Service, which currently is 65.5 cents per mile. Other City employees who use their personal vehicle for City business are reimbursed at the IRS rate.

The Manager suggests the following:

- The annual allowance remain \$1,000 for travel within St. Johns County.
- That for travel outside the County, the Manager receive the IRS per-mile reimbursement rate that the City by long practice has used.

However, if you want to keep the 100-mile radius provision Mr. Blocker has in the agreement, then the Manager requests that the annual allowance be increased to \$5,000 because of the following: significant increases in costs since 1989 for gasoline, insurance, and vehicle repair/maintenance.

- e. Page 9, Section 22, No Reduction of Benefits. There’s a conflict between this provision and Section 1-8 of the City Charter. Section 22 states:

“Employer [City] shall not, at any time, during the terms of this Agreement, reduce the salary, compensation, or other financial benefits of Employee [City Manager], except to the degree of such a reduction across-the-board for all DEPARTMENT HEADS of the Employer and Employee consents to this provision not withstanding City Charter Section 1-8.”

Section 1-8 states: “The manager’s compensation shall be fixed by the city commission. Such compensation shall not be reduced during the manager’s tenure except as part of a general salary cutback applicable to all CITY EMPLOYEES.”

CITY MANAGER’S SUGGESTION: That the wording of Section 22 be the same as in Section 1-8 of the City Charter.

- f. Page 10, Section 25, Other Terms and Conditions of Employment. In subsection A, the reference to “City Council” should be changed to “City Commission”.

ACTION REQUESTED

It is that you discuss the proposed contract and the suggestions provided above with the City Attorney and the 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-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.

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.

Excerpt from the minutes of the August 7, 2023, regular Commission meeting

6. Contract with City Manager: Continuation of Discussion (Presenter: Max Royle, City Manager)

City Manager Royle advised that, as the Commission requested, he provided his prior contracts and asked what the Commission wants done as the next step.

Mayor Samora said the City Manager had several contracts for one year each and several for six years each. He asked the City Manager if he had any insight into what happened after the last six-year contract, such as going by the City Charter, etc. City Manager Royle advised that there were four new Commissioners, which was unusual, and they had a very activist Mayor, Frank Charles, who convinced the Commission that the City Manager served at their pleasure and then there was an amendment to the Charter. He advised that all the benefits he received were exactly what the City employees got and there was no need to spell those out in a contract.

Mayor Samora advised that one thing specified in the old contracts was the amount that the City Manager was paid but now your benefits and salary are the same as the rest of the City staff. Mayor Samora asked if the Commission had any strong opinions one way or another and if they still wanted to try to put together a two-year or one-year contract.

Vice Mayor Rumrell advised that he would like to do a two-year contract similar to the County's, which are a "fire at will or cause" situation if he remembered correctly. City Attorney Blocker said yes. Vice Mayor Rumrell said that it gives us something with the City Manager that he could renew if that is the will of the Commission, which also protects the City Manager if he were ever let go and there would be some sort of compensation if it were not for cause. He said he believed it is something that is good to have and as the City progresses, that future Commissions would look for contracts. He said he believed the City of St. Augustine and the County have them in place and it would be prudent for us to have one as well.

Commissioner Morgan said that for future Commissioners, for the purpose of succession planning, and for protecting the City manager, that she agreed with the Vice Mayor and that we would be remiss if we do not have some kind of plan in place.

Commissioner George advised that she is good with the proposal.

Mayor Samora advised the City Attorney to move forward with drafting a two-year contract and that the City Manager had mentioned at the last discussion that he wanted certain things included in the contract. City Attorney Blocker asked if it would be an addendum to the current contract. Commissioner George advised that there is no contract, it expired in 2006. Commissioner Sweeny suggested starting over. City Attorney Blocker advised that he could absolutely do that and with the Commission's direction he could negotiate directly and report back. Commissioner George said that she believed that we have an updated job description. City Manager Royle advised that it was part of the material for the evaluation and that his job duties are spelled out in the City Code and the City Charter.

Mayor Samora asked the City Manager if he had any boiler plate issues that he wanted included. City Manager Royle said yes. Mayor Samora asked if he wanted to bring them up now or with the City Attorney. Commissioner George suggested to provide a term sheet with the bullet points of what his terms are so that we know, which ones were requested by the City Manager. City Attorney Blocker agreed.

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

Mayor Samora moved on to Item XIII.7.

EMPLOYMENT AGREEMENT
(CITY MANAGER)

THIS AGREEMENT, made and entered into this 11th day of September 2023 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" or "Employer", and **Max Royle** hereinafter referred to as "City Manager" or "Employee".

WITNESSETH:

WHEREAS, Employer desires to employ the services of **Max Royle** as City Manager of the **CITY OF ST. AUGUSTINE BEACH**, as provided by the City Charter of Employer; and

WHEREAS, the City Commission desires to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the City Commission desires to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment; (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee; and (4) to provide a just means for terminating Employee's services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of said **CITY OF ST. AUGUSTINE BEACH**.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DUTIES.

Employer hereby agrees to employ **Max Royle** as City Manager of the City to perform the functions and duties specified in the City Charter of the City (specifically including residence, as defined in the City Charter), and to perform other legally permissible and proper duties and functions as the City Commission shall from time to time assign. All duties and responsibilities will be carried out in accordance with Section 1-8 of the City Charter.

SECTION 2. TERM

The term of this Agreement shall be for a period of one (1) year from October 1, 2023, to September 30, 2024. The City Commission may extend this Agreement for periods not to exceed three (3) years each.

SECTION 3. TERMINABLE AT WILL.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of Employee at any time, subject only to the provisions set forth in the City Charter and this agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions set forth in Section 4, Paragraph C, of this Agreement.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. Termination Without Cause. In the event Employee is terminated by the City Commission for reasons other than "for cause" as defined below (hereinafter "without cause"), Employer agrees to pay Employee a lump sum cash payment equal to twenty (20) weeks aggregate salary in accordance with Florida Statutes 215.425 as applicable and Employer agrees to pay Employee the following:

1. For twenty (20) weeks after termination, health insurance premiums for the Employee as set forth in Section 11.
2. All accrued sick leave and any vacation time accrued under this Agreement at the time of termination.

B. Termination For Cause. If Employee is terminated "for cause" defined as: (1) conviction of a felony or a crime involving dishonesty or fraud, or (2) willful and intentional violation of the City Charter, City Ordinances, written City policies, or FSS Section 443.036(30), Employer shall have no obligation to pay the severance and other benefits designated in this Section. Upon acceptance of the severance payment and other benefits noted herein, Employee releases Employer from any causes of action or claim(s) for any money or claim Employee had or could have had.

C. Termination Defined. For the purpose of this Agreement only, termination shall occur when a super majority of the governing body votes to terminate the Employee at a duly authorized public meeting.

D. Employee Resignation. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer forty-five (45) days' notice in advance, unless Employer otherwise agrees. If Employee voluntarily resigns his position, Employee is not entitled to any severance or any other benefits noted herein, except accrued benefits as would be allowed to any other employee voluntarily leaving employment.

E. Employee Retirement. In the event Employee retires his position with Employer, then Employee shall give 45 days' notice in advance. Under this scenario, Employee is entitled to all accrued benefits as would be allowed under the provisions of this agreement.

SECTION 5. SALARY AND RETIREMENT.

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of \$142,645.29 payable in installments at the same time as other Employees of the Employer are paid. Salary increases, both COLA and merit pay, shall be same rate and percentage as approved by the City Commission for all employees. Employee shall be enrolled into the Florida Retirement System (FRS) with the monthly payments paid by the Employer and Employee contributing the State mandated additional 3% of salary to FRS retirement.

SECTION 6. PERFORMANCE EVALUATION.

On or before August 15th of each year beginning in 2024, the City Commission shall review and evaluate the performance of the Employee. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be modified as the City Commission may from time to time determine in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the City Commission and provide adequate opportunity for the Employee to discuss the evaluation with the City Commission.

SECTION 7. MANAGERIAL DUTIES.

The Employee is the Chief Administrative Officer of the City and is expected to perform all duties related to that position as outlined in Section 1-8 of the Charter of the CITY OF ST. AUGUSTINE BEACH. The hours the Employee must spend performing those duties vary. The Employee shall generally keep similar hours as other Department Heads and hours necessary to perform the duties hereunder; however, the City Commission is the sole judge of the effectiveness of the job the Employee has done.

SECTION 8. OUTSIDE EMPLOYMENT.

Employee may not have other employment during employment with Employer without Employer's advance written approval.

SECTION 9. AUTOMOBILE.

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$1,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the applicable Florida law standard mileage rate, Florida Statutes 112.061(7) currently at 44 ½ cents for any business use of the vehicle beyond the greater St. Augustine Beach area. For purposes of this Section, use of the car within the greater St. Augustine Beach area is defined as travel to locations within a one hundred (100) mile radius of the local government limits.

SECTION 10. VACATION AND SICK LEAVE.

Employee shall accrue sick leave in accordance with the City's Personnel Policies and Procedures Manual. Employee shall retain all prior vacation and sick leave accrued to date.

SECTION 11. HEALTH AND LIFE INSURANCE.

A. Employer agrees to pay 100% of the premium healthcare plan and all associated costs for Employee's major medical single coverage through Employer's group health insurance plan.

B. Employer agrees to purchase and to pay for life insurance premiums for as long as Employee is employed by Employer in an amount equivalent to one (1) year's current base salary.

SECTION 12. DUES AND SUBSCRIPTIONS.

Employer agrees to budget and to pay for the reasonable professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Employer. Said amount shall be limited to the budgeted amount for such items. The City Commission shall be the sole judge of the amounts approved hereunder.

SECTION 13. PROFESSIONAL DEVELOPMENT.

A. Employer hereby agrees to budget and to pay for Employee's travel and subsistence expenses as Employee reasonably requests for professional and office travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue important official and other functions for Employer. Such expenses may include, but are not limited to, expenses related to the International City Management Association, the Annual Meeting of the Florida City and County Management Association, and the Florida League of Cities. Said amount shall be limited to the budgeted amount for such items. The City Commission shall be the sole judge of the amounts approved hereunder.

B. Employer also agrees to budget and to pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his professional development and for the good of the Employer. Said amount shall be limited to the budgeted amount for such items. The City Commission shall be the sole judge of the amounts approved hereunder.

SECTION 14. EXPENSES.

A. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses up to the amount budgeted annually for that purpose, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipt, statements, or personal affidavits.

B. Employer will provide Employee with a City cell phone to be used for business purposes or a \$50.00 monthly phone stipend at Employee's option.

SECTION 15. INDEMNIFICATION.

The City shall defend and indemnify the City Manager up to the statutory limits set forth in F.S. 768.28 against any action, including, but not limited to: tort, professional liability, claim or demand, or other non-criminal legal, equitable or administrative action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as an employee and officer of the City, other than an action brought by the City against the City Manager, or any action filed against the City by the City Manager, unless otherwise required by law.

The Employer shall, up to the amounts set forth in Section 768.28, Florida Statutes, indemnify and hold the Employee harmless from and against any tort claim, except for willful or intentional torts, arising from or relating to any alleged act or omission committed by Employee within the course and scope of his employment as City Manager. Employer may compromise and settle any such claim, or any suit arising therefrom or relating thereto, and shall pay the amount of any settlement or judgment rendered in connection therewith provided, however, that the Employer may seek indemnity from Employee for losses or liability caused by any willful or intentional torts committed by Employee.

SECTION 16. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, ordinance or the City Charter.

SECTION 17. RESIDENCY.

The City Manager shall, at all times adhere to City Charter Section 1-8 entitled regarding "residency" in the City of St. Augustine Beach during the term of this Agreement. The City Manager shall notify the City Commission of any change in residence within ten (10) working days of such change.

SECTION 18. STRICT ADHERENCE TO CHARTER AND LAWS.

At all times, the City Manager shall strictly adhere to and follow the City Charter and all applicable Federal, State and local laws. Additionally, he shall adhere to all recommendations of the City Auditors and immediately take any and all measures necessary to correct any deficiencies cited by such Auditors in the City's annual audit.

SECTION 19. RESPONSIVENESS TO CITY COMMISSION AND PUBLIC.

The City Manager shall make every reasonable effort to respond to each and every reasonable inquiry by a member of the City Commission within a reasonable time of receipt of such inquiry. Furthermore, the City Manager shall meet with the public and other persons in a timely fashion for all appointments.

SECTION 20. CODE OF CONDUCT.

The City Manager shall strictly adhere to the Standards of Conduct and Ethics of the International City County Managers Association (ICMA) and the Florida City and County Management Association (FCCMA) and to all applicable provisions of the City Personnel Policies and Procedures Manual.

SECTION 21. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. If any provision, or any portion of any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or any portion hereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- C. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

SECTION 22. NO REDUCTION OF BENEFITS.

Employer shall not, at any time, during the terms of this Agreement, reduce the salary, compensation, or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all Department Heads of the Employer and Employee consents to this provision not withstanding City Charter Section 1-8.

SECTION 23. NOTICES.

Notices pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. Employer: Mayor
CITY OF ST.
AUGUSTINE BEACH
2200 A1a South
St. Augustine Beach, FL 32080
- (with a copy to: City Attorney)
Jeremiah R. Blocker
100 Southpark Boulevard,
Suite 414
St. Augustine, FL 32086
- B. Employee: Max Royle
2200 A1a South
St. Augustine Beach, FL 32080

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal services or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 24. VENUE.

Venue of any proceedings hereunder shall only be in the appropriate court in St. Johns County, Florida.

SECTION 25. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

A. The City Council, in consultation with the City Manager, shall fix or set any terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with provisions of this Agreement, the Charter of the CITY OF ST. AUGUSTINE BEACH, or any other law.

B. All provisions of the Charter and Code of Ordinances of the CITY OF ST. AUGUSTINE BEACH, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, provided that the provisions are not in conflict with this Agreement. This Agreement shall supersede any other provisions.

IN WITNESS WHEREOF, the CITY OF ST. AUGUSTINE BEACH has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

EMPLOYEE:

By: _____
Max Royle

CITY OF ST. AUGUSTINE BEACH

By: _____
Donald Samora, Mayor

ATTEST:

By: _____
Dariana Fitzgerald, City Clerk

APPROVED AS TO FORM

By: _____
Jeremiah R. Blocker, City Attorney

Sec. 1-8. City manager.

The city manager shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications as determined by the city commission. The current city manager at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current city manager, all subsequent city managers shall be appointed or removed by a majority vote of the full city commission for an indefinite term, and may be removed at any time by a majority vote of the full commission. Action to remove the city manager shall be considered final, and the manager shall have no vested rights in his or her office other than those specifically provided in this Charter or by contract. Notwithstanding the action taken by the city commission to remove the manager, the city commission shall hold a public hearing if so requested in writing by the manager. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the city manager.

The city manager need not be a resident of the city at the time of appointment. Within six months of appointment, the city manager shall reside in the city unless the city commission waives this requirement. The manager's compensation shall be fixed by the city commission. Such compensation shall not be reduced during the manager's tenure except as a part of a general salary cut-back applicable to all city employees.

The city manager shall be the chief executive officer of the city, responsible to the city commis-

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, 12-4-89; Ord. No. 04-02, §§ 19—22, 4-5-04; Ord. No. 14-01, §§ 17, 19, 6-9-14)

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: August 28, 2023

SUBJECT: Pumping of Stormwater from Private Property: Discussion of Policy

THE SITUATION

This topic concerns stormwater management for residential properties in the vicinity of Ocean Trace Road and Sabor de Sal Road. There are two ponds, one north of Ocean Trace Road and one south of Ocean Trace Road between Ocean Trace Road and Sabor de Sal Road. The pond north of OT Road is owned by Mr. Bill Brothers, who also owns the Atlantic Beach and Tennis Club and the Atlantic Beach Salon, both of which are north of his pond. The adjacent streets are private and appear to be part of the property Mr. Brothers owns. Along the west side of one street is the St. Augustine Beach and Tennis condos, while to the east of a private street are two condo complexes: the St. Augustine Beach and Tennis Condominiums and the Beach Club of St. Augustine.

For the Sabor de Sal pond, information from the Property Appraiser shows that boundaries of the residential properties north and south of the pond extend to the middle of the pond.

Both ponds and the adjacent properties are shown on page 1 (attached). Pond #1 is Mr. Brothers' pond; Pond #2 is the Sabor de Sal pond.

For each pond, there is no outlet for the stormwater that goes into them from the sky and adjacent private property, roads, and parking lots. What then happens is that rising water in Mr. Brothers' pond north of OT Road overflows the road and threatens a row of single-story condo units east of the pond. Water in the Sabor de Sal pond rises and could threaten homes along its south side, as shown in the photo (page 3 attached). Homes on the north side of the Sabor de Sal pond along Ocean Trace Road are higher and thus not threatened. To the City staff's knowledge, there have been no claims to date of water intrusion from either pond into adjacent homes.

WHAT HAS HAPPENED

For several years, during and after storms with heavy rainfall, the City's Public Works employees have rented a pump or pumps and hoses to lower the stormwater in one or both ponds. This was done at the request of residents who feared that without the pumps stormwater would flood their homes. For Mr. Brothers' pond north of OT Road, the water has been pumped north to the underground system the City built in the Linda Mar subdivision in 2006. A City in-ground pumping station at the east end of Versaggi Drive then pumps the water west to the underground drainage system for State Road A1A. The Florida Department of Transportation has given the City permission to pump into its system. For the Sabor de Sal

pond, a pump was put on a vacant lot at the subdivision's west end and pumped west to the State highway. That lot is no longer available because a house is being built on it.

An additional fact concerning Mr. Brothers' pond: At his expense, he has provided a small pump and a two-inch hose to pump water from it to the Linda Mar system.

THE ISSUES

There are four:

1. Can the City continue to use public funds for the benefit of private property owners and receive no money from them to pay the costs of the benefit taxpayer funds are providing?
2. Second, the affected property owners need to develop a stormwater management system that will protect their property and include a way for them to assess themselves to pay the costs to build, operate and maintain their system or systems. As both ponds are privately owned, and as the streets north of Ocean Trace Road are privately owned, the City has no means to assess the private property owners the costs to develop and maintain the system as no public property is being affected by the two ponds. The two public streets, Ocean Trace Road and Sabor de Sal Road, are not affected by flooding.
3. Finding a solution is complex because there are so many properties, many of which are in condo complexes while others are single-family residences. Getting all parties to agree to a solution or solutions to the area's drainage problems and agree to assessing themselves to pay the costs could be challenging. It should be noted that Sabor de Sal, a subdivision platted in 1978, does not have a homeowners' association. We assume that each of the condo complexes has an association.

What contributes to the complexity is that stormwater may run off from the condo parking lots north of OT Road and from the condo complex, Spanish Trace, that is east of the Sabor de Sal pond. The property owners will need expert engineering advice to determine whose stormwater goes where.

4. Can Mr. Brothers continue to pump at his expense water from his pond to the Linda Mar system. The answer at this time appears to be no, according to the St. Johns River Water Management District, which permitted the Linda Mar system as a project to be done under the City's master drainage plan that was approved in 2005. We say "appears" because as of the date of this report, we are waiting for a decision from the District.

ATTACHMENTS

Attached for your review is the following:

- a. Page 1, an aerial photo showing the ponds, the condo complexes and the Sabor de Sal subdivision.
- b. 2-5, an email chain and a photo showing stormwater close to a Sabor de Sal residence.

- c. Page 6, an estimate from the Public Works Director of the costs for one week to set up a pump and hose system. For one week of pumping, the cost is about \$3,800. This cost does not include the cost to run Linda Mar system's pump when it receives water from Mr. Brothers' pond.
- d. Pages 7-10, the minutes of the August 17th meeting that the City staff held with Sabor de Sal and condo residents, the purpose of which was to provide more information to the property owners as to possible options. Mr. Brothers was at that meeting, as were a contractor, a bulkhead company vendor, representatives from the St. Johns River Water Management District and a representative from May Management, which manages condo complexes.

SUGGESTED NEXT STEPS

They are:

1. Based on the City Attorney's advice (page 2), that you decide whether to approve the City continuing to provide assistance (pumps and hoses) to reduce the water level during and after significant rain events in Mr. Brothers' pond and the Sabor de Sal residents' pond.

If your decision is that for the time being the City's assistance is to continue, then the City Attorney will need to draft a hold harmless agreement and an easement agreement. City staff will need to work on where the pumps and hoses are to be located. On page 1, the aerial photo, the Public Works Director has shown by yellow "pin" markers and white lines where the pumps and hoses might be placed.

Key question: While the hold harmless agreement for the north pond can be with its owner, Mr. Brothers, with whom will the agreement be for the Sabor de Sal pond as there isn't an HOA for that subdivision? The City Attorney has said that every owner of property adjacent to the pond will need to sign the agreement. However, if not every owner agrees to sign, then will the City no longer be able to pump the Sabor de Sal pond?

2. That if you agree the City will provide pumps and hoses, if needed, during the 2023 hurricane season, you also agree that the residents need to organize themselves and develop a stormwater management system, the implementation of which should be underway before the start of the 2024 hurricane season. If the plan is not ready to be implemented by the 2024 hurricane season, you could agree that the City will provide pumps and hoses for that season only but not in 2025 and thereafter. By 2025, the residents should have developed and be implementing their own stormwater management system.

PLEASE NOTE: The City staff has met several times with owners of properties north of Ocean Trace Road and adjacent to the Sabor de Sal pond. Also, at some of those meetings have been representatives from the St. Johns River Water Management District. As noted above, the most recent meeting was held on August 18th. The City's Public Works Director, City Engineer and City Manager attended as well as a contractor who installs bulkheads and a bulkhead vendor. Some Sabor de Sal property owners have asked about bulkheads for their properties. The agenda, minutes of that meeting and list of attendees are attached as pages 7-10.

The staff's purpose in holding such meetings has been to hear the residents' concerns and to provide information that will help them decide the steps they need to take to develop a stormwater management system. We suggest that such meetings be continued if the residents request them and that City staff continue to provide assistance, such as contacts with regulatory agencies, e.g., the St. Johns River Water Management District.

Ocean Trace Road

pumping from Sabor De Sal and Beach and Tennis

Legend

-  Ocean Trace pump site
-  old pump site
-  pipe



Max Royle

From: City Attorney
Sent: Thursday, August 3, 2023 10:01 AM
To: Max Royle
Cc: Jason Sparks
Subject: RE: 3 Sabor

Max and Jason,

Just wanted to follow up on this issue. My legal advice would be the following:

- 1) Bring this to the Commission for approval on ongoing assistance. Based on what I have reviewed, I believe that there is a need for their approval at this point. Using City funds and public resources needs to be approved by the Commission.
- 2) We would need to prepare hold harmless agreements with the residents and HOA (if there is one)
- 3) Also, we would need to have access agreements from the same (residents, HOA, etc...)

Please let me know if you want to jump on a call to discuss.

From: Max Royle <mroyle@cityofsab.org>
Sent: Tuesday, August 1, 2023 4:19 PM
To: City Attorney <attorney@cityofsab.org>
Subject: FW: 3 Sabor

Jeremiah,

We need to talk about the City providing pumps to relieve flooding on private property. I think the Commission will need to be involved at some point. When can we talk tomorrow, as I'm leaving city hall shortly? Also, we need to talk about Senate Bills 140 and 170.

Max

From: Jason Sparks <jsparks@cityofsab.org>
Sent: Tuesday, August 1, 2023 1:35 PM
To: Max Royle <mroyle@cityofsab.org>
Cc: Ken Gatchell <kgatchell@cityofsab.org>; Russell Adams <radams@cityofsab.org>
Subject: FW: 3 Sabor

FYI

Respectfully,



Jason D. Sparks, P.E. | Engineering Director
City of St. Augustine Beach
(904) 484-9126 | (904) 466-2486 | www.staugbch.com

"We can do all things. All things are possible."

**** PLEASE NOTE: Under Florida Law most messages to or from this individual are public record. Any emails, including email address may be subject to public disclosure. ****

From: Bob Harbison <rjhjr1125@gmail.com>
Sent: Tuesday, August 1, 2023 1:33 PM
To: Jason Sparks <jsparks@cityofsab.org>
Subject: 3 Sabor

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.



Jason, this is my backyard as of Saturday evening. Frankly, I am at a loss as to how to handle it. Zoom in on the top middle of the picture and you'll see that water is now touching the house. I have seen the water this high before, but certainly not leading into hurricane season. The city's unwillingness to do any pumping in the future makes things that much more bleak.

Sent from my iPhone

Max

8/8/23

Here is the cost for pumping at Ocean Trace and Sabor De Sal.

We can setup a pump at Sabor De Sal pond and pump across Ocean Trace Road to connect with piping and pump over to Linda Mar.

Keep in mind that this quote is subject to change with availability and time of year. (ie. a hurricane)

Pump cost one week rental	\$ 2759.39
(Includes. Pump / pipe)	
Additional 500' of pipe	\$ 60.00
Road ramp to cross Ocean Trace Road	
Setup and take down time app. 8 hr. X \$ 50.00	\$ 400.00
Monitor time app. 4 hr. X \$ 50.00 =	\$ 200.00
fuel cost est. at 100 gal. X 3.76 gal.	<u>\$ 376.00</u>
	\$ 3795.39

As for the DOT

Sandpiper and Lindmar systems do drain into the A1A system. But they have a timer that delays the startup for 4 hr. after a rain event.

Background:

Ocean Trace pump site was set up in the road and pipe was laid north to Linda mar, and from there it went to Versaggi Dr. by gravity to be pumped out to DOT.

Sabor De Sal pump site was set up on a vacant lot (that is not vacant now) at the west end of the pond. Pipe was laid along the road to the back of Oasis and down to Sandpiper Dr. and drain to DOT



City of St. Augustine Beach

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FAX (904) 471-4470

OCEAN TRACE ROAD & SABOR DE SAL AREA RESIDENTS MEETING

DRAINAGE

City of St. Augustine Beach City Hall

Thursday, August 17, 2023 - 5 to 6 pm

1. CSAB Update – Max Royle
2. SJRWMD Led Discussion – Doug Conkey & Christine Wentzel
3. Sovereign Jacobs – Cherie Moya-Nash
4. Heyward Construction Group – Kathy Hayward
5. Truemont Materials – Andy Manthei
6. Interested Private Properties
 - a. Atlantic Beach and Tennis Club
 - b. St. Augustine Beach and Tennis Club (Townhouse Association)
 - c. St. Augustine Beach and Tennis Club Condo
 - d. Beach Club at St. Aug Beach and Tennis Resort Condo Association
 - e. Sabor De Sal Homeowners
 - f. Spanish Trace Ocean Club Condo
7. Form Alliance
8. Hire Consulting Engineer for design/permitting/real estate and contractor for construction
9. City resources may not be expended on private property drainage projects

Meeting Notes:

- *SJRWMD discussion about pond off OTR.*
 - *Recommend removing detritus to old coquina bottom. Verify if coquina. Recommend geotech investigation.*
 - *Owner makes application \$100 fee to “restore to historic grade”*
 - *Exemption criteria Ch 62-340.700(2)(b) FAC.*
 - *Does not require PE.*
 - *Simple plan view and cross section plan sheets*
- *SJRWMD discussion about pond off Sabor De Sal*
 - *May take same approach to clean pond or hire engineer to perform drainage study (drainage basin/watershed area and inputs)*
- *Sea Colony cleaned their pond bottom 4-5 yrs ago.*
- *Recommend forming association/alliance comprised of members affected by the drainage/runoff concern.*
- *Sovereign Jacobs, Heyward and Truemont presentations.*



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OCEAN TRACE ROAD & SABOR DE SAL AREA RESIDENTS MEETING

DRAINAGE

City of St. Augustine Beach City Hall

Thursday, August 17, 2023 - 5 to 6 pm

NAME	ADDRESS	EMAIL / PHONE #
Kiley Page	4 Ocean Trace Rd	wkpage1321@gmail.com
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Dee Fix	4 Ocean Trace #370	deeat32@yahoo.com
JANE YONIS	4 OCEAN TRACE #402	jtynontr@comcast.net
SUSAN COX	4 OCEAN TRACE #315	
Ken Perry	4 ocean trace #416	kcper1716@yahoo.com
Linda Perry	" "	"
Lisa Giordano	" #112	lisamcnlivi@gmail.com
LAUREN FARRELL	11 SABOR DE SAL RD	cfrozal1921@gmail.com
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Bert & Bridget	4 Ocean Trace #4	beachandtennis@comcast.net
BILL BROTHERS	8 OCEAN TRACE RD	
Rob Bowman	Hayward Construction	haywardconstruct@bellsouth.net
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Christine Kuntal	SJRWMP	ckuntal@sjrwmp.com
DOUG CONKEY	"	DCONKEY@sjrwmp.com

MEMORANDUM

Agenda Item # 6

Meeting Date 9-11-23

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

FROM: Max Royle, City Manager  mkr

DATE: September 1, 2023

SUBJECT: Agenda Item #6, Magnolia Dunes Subdivision Drainage Improvements

We ask that you postpone this matter to another time, so that further analysis can be done of possible options.



City of St. Augustine Beach Building and Zoning Department

TO: Max Royle
FROM: Brian Law
SUBJECT: Digital Plan Review
DATE: 8-17-2023

Max

Florida Statute 553.79 addresses the requirements for permit applications, issuance, and inspections as they pertain to Building Department operations. I have included the most recent copy of part of this statute for reference below. Highlighted in yellow demonstrates the requirement to accept digital submittals. We accomplish most of this through adobe software in conjunction with the MCSJ software. Unfortunately, we are not currently set up to accept digital plans for the plan review process. Currently, we print electronic submissions that are 11 x 17 paper size or smaller for plan review and once the plans are approved and payment has been made the plans are scanned into the Laserfiche software. Large format plan review is still a manual review on hard copy paper. It appears that we are required to accept all plan submittals digitally and as such I have contacted three stand alone digital plan review software companies. The companies provided quotes and sole source letters as appropriate, one vendor ePlanSoft appears to suit our needs better than the others and was the most financially viable option. I have included a vendor supplied contract and sole source letter for viewing by the City Commission. I am asking that the City Commission review this service, state statute and provide feedback to city staff on the following:

- 1) Does the City want to engage in the process of a 3rd party remote hosted digital plan review process? In the event that the city engages in digital plan review and submittals all future submittals would be required to submit electronically or a fee would have to be established for city staff to scan the documents and then load the documents into the newly acquired software.

- 2) How does the city pay for a \$22,000 annual software subscription? The building division has issued an average of 1642 permits over the last 4 completed fiscal years. The annual subscription would have to be distributed by total users and division, for example 5 building division users would pay \$15,714.29 per year while the planning and zoning division with 2 users would pay \$6,285.71 per year. This does not include any users in the newly formed Engineering division nor is Public Works included. The building division has the ability to raise permit issuance fees to accommodate this increase in overhead costs, based upon the numbers above an increase in permit issuance fees from \$15.00 to \$25.00 would cover the cost of the annual subscription. The increase would not need to be implemented immediately but should be discussed at this time. The Initial cost of the implementation process would ideally be paid from the building department reserve account.

(b) A local enforcement agency shall post each type of building permit application, including a list of all required attachments, drawings, or other requirements for each type of application, on its website. A local enforcement agency must post and update the status of every received application on its website until the issuance of the building permit. Completed applications, including payments, attachments, drawings, or other requirements or parts of the completed permit application, must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in Portable Document Format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Completed applications, including payments, attachments, drawings, or other requirements or parts of the completed permit application, may also be submitted in person in a nonelectronic format, at the discretion of the building official.

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



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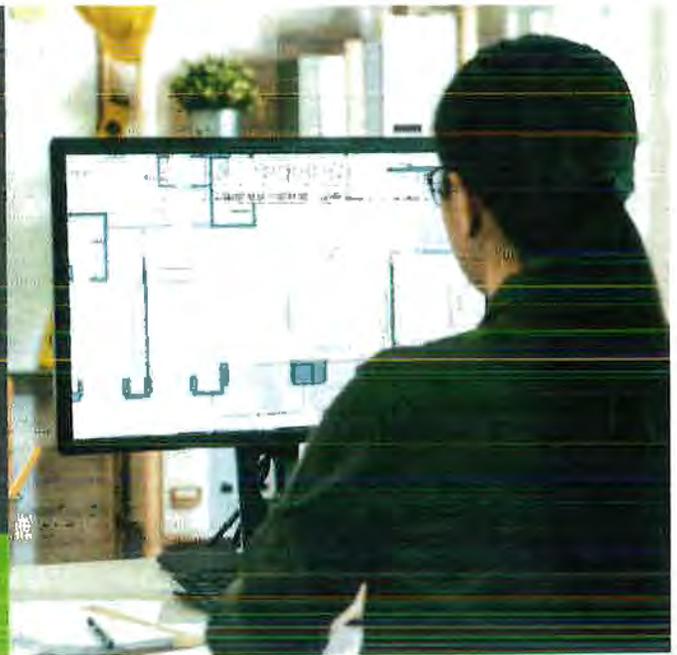


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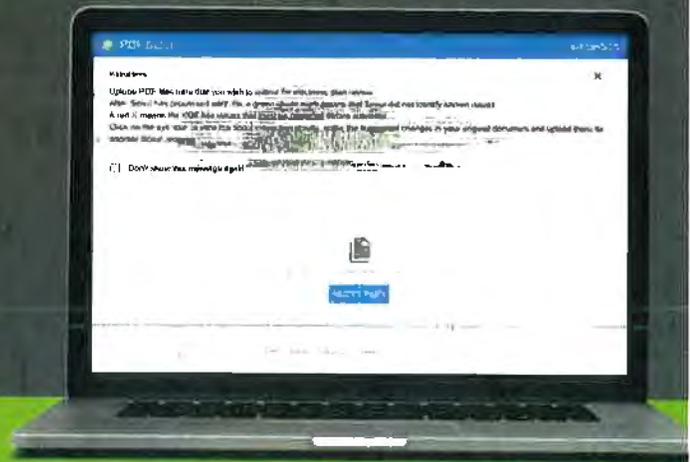
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Annotations/ Comments	An annotation is any 'object' that appears in the Adobe Reader 'Comment' panel. It could be a 'comment' or 'stamp' or font issue like SHX Text from AutoCad.
Page Orientation	Having a mix of paper sizes and orientations is not a problem. However, Scout will warn the user if different orientations are found in case the user wants to investigate whether any pages are upside down or improperly oriented.
Filename Special Characters	Scout will warn the user if any of the following restricted special characters exist in the filename: ! * \ () ; ; @ & = + \$, / ? % # [] " < > ". This validation is only necessary because some 3rd party electronic document management systems (EDMS) do not accept these characters. Special characters in the filename will prevent the file from being accepted.

Please note:

- The information above may vary depending on the Scout version (default or configurable).
- The presence of a 'digital signature' is an optional, configurable check now.
- Uploaded files may have issues that are not inspected by Scout, such as not conforming to an Agency's unique submittal (or resubmittal) practices. Agency staff are still encouraged to view incoming submittal files after Scout's automated inspection. Scout is a supplement to, not a replacement for, agency staff inspection.



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The PDF Scout™ Inspector Tool is embedded into e-PlanREVIEW® and goPost™ Public Portal, as well as equipped with easy-to-connect APIs that allow it to connect seamlessly to other portals. The PDF Scout™ tool can identify some known issues in the PDF files, prior to assignments being created. Documents that do not pass Scout inspection will not proceed for plan review.



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- ✓ All public-facing portals/customer portals should implement calls to Scout to evaluate whether plan review documents are acceptable so that the customer can resolve the issues prior to the documents being uploaded to EPR.
- ✓ Some Scout criteria is configurable.

Lance Videner
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Prepared by
Lisa Lopez

STATEMENT OF WORK

Prepared for:

Brian Law
St. Augustine Beach, FL

Date:
08/02/2023

Phone: 904-471-8758

Email: blaw@cityofsab.org

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Products Overview

e-PlanREVIEW

e-PlanREVIEW (*EPR*) is an industry-leading, cloud based collaborative platform for team-based design review, permitting. The platform is designed by industry experts for architectural, engineering, and construction (AEC) companies, as well as state, county, and municipal agencies tasked with code compliance and enforcement. EPR improves results and lowers the cost of doing business in both the private and public sectors by replacing printing, shipping, and storage expenses of paper plans with convenient online document uploads and concurrent, collaborative web-based electronic plan reviews. Our mission is simple: *To fundamentally change and improve how the construction industry and permitting agencies work.*

EPR features include:

1. Route incoming plan review documents to the appropriate departments/users.
2. Conduct web-based, simultaneous plan reviews.
3. Complete each plan review assignment by choosing either 'acceptance' or 'resubmit' status.
4. Generate template Correction Reports.
5. Ability to return 'reviewed plans', correction reports and any supporting document to permitting system.
6. Notify staff members when all plan review assignments have been completed.
7. Ability to download approved plans to your network for long-term retention.
8. Intake 'corrected plan sets' from the Applicant for back check.
9. Associate existing markups and comments to the most recent document version.
10. Reset existing assignments to a 'Not Started' status.
11. Apply electronic 'stamps' to the reviewed plans, as appropriate.

goPost

The goPost Public Portal (goPost) is a fully web-based application that requires no 3rd party software. Project applications submitted via goPost are passed electronically to e-PlanREVIEW for plan check. Reviewed plans are passed electronically from EPR back to goPost where they can be downloaded by the applicants.

goPost is designed to allow agencies to quickly configure the goPost login page with specific instructions which will assist applicants in the project submittal process. These instructions typically include web links to allow the applicant to download project checklists, document submittal requirements, etc.

A link to goPost placed on the Agency's webpage will provide an easy transition for the applicants navigating to the permit application process, available 24/7. goPost will include a list of the types of plan review projects that the Agency wishes to accept electronically.

GoPost supports the following 'user roles':

1. Applicants
2. Intake Staff
3. goPost Administrators

goPost for Applicants

Using goPost, your Constituents who wish to apply for electronic plan review may:

1. Create their goPost user account (as an 'Applicant') and manage their own user profile (address, phone number, company affiliation, etc.) including multifactor authentication challenge questions for enhanced security.
2. Download permit applications forms, project checklists, etc. to assist them in successfully completing the application process.
3. Complete the goPost *Project application*, providing the scope of work, valuation, etc. and choosing the appropriate project type.
 - a. View the EPR electronic document submittal requirements report.
 - b. These requirements typically include instructions on how to name the incoming plan sets.
4. Upload their plans in PDF format and supporting documents (permit applications, checklists, etc.) in any format, for the '1st submittal'.
 - a. Receive feedback from embedded *PDF Scout inspector Tool* (PDF Scout) that evaluates plan review documents uploaded by the Applicant.
 - b. Documents that do not meet submittal requirements cannot be uploaded to goPost until the noted issues are resolved. This relieves the Internal staff from having to evaluate incoming plans.
5. Submit their project information and plan review documents and supporting attachments to Intake staff for a completeness check.
 - a. Utilize the goPost project Dashboard to monitor the status of their projects.
6. Receive email alerts from goPost as the project application is processed at each milestone.
7. Download reviewed plans and correction reports returned from EPR.
8. View the document plan review status (approved, resubmit.) when it has been made available in EPR.
 - a. Upload the next submittal via goPost, if requested.
 - b. View the project status as it exists in EPR (open, closed, etc.)
 - c. Create and manage unlimited project applications to the Agency.
 - d. Request support, as needed, which will generate an email to goPost Intake staff.
 - e. Access the goPost *Wiki* page for online help, as desired.

goPost Agency Intake Staff

Intake personnel at the Agency will utilize *goPost* to evaluate the project information and incoming documents submitted by the Applicants, including evaluating whether incoming documents meet the Agency's file naming requirements.

Agency Intake staff will 'submit' *GoPost* projects and documents to *EPR* for processing

The goPost Intake Staff will:

1. Create a goPost user account (as an Internal User) which is then 'activated' by the Agency's goPost *Administrator*, including multifactor authentication challenge questions for enhanced security.

2. Receive email alerts when new projects have been submitted by an 'Applicant'.
3. Monitor the status of goPost projects via the Dashboard.
4. Perform intake on a submitted goPost project to validate the information and submitted documents meet expectations, in much the same way as the 'counter reviews' are conducted in person.
5. To complete the intake review, the Intake staff may:
 - a. Modify the project information submitted by the Applicant to:
 - b. Deny the project outright.
 - c. Accept the project for electronic plan review.
 - d. Place the project on hold until payment is received.
 - e. Accept the project hold once fees are paid.
 - f. Place the project on hold for other issues (incorrect valuation, scope of work notes, etc.)
 - g. Accept the project once the required information has been corrected by the Applicant.
 - h. Place the project on hold for 'file related' issues (missing files, etc.).
 - i. Accept the project once the file issues have been corrected by the Applicant.
6. Communicate with the Applicant via emails sent from goPost.
 - a. Receive support requests from goPost Applicants.
 - b. Receive technical support from the e-PlanSoft support team via the e-PlanSoft ticketing system, available from within goPost.
 - c. Access the goPost *Wiki* page for online help, as desired.

In addition to performing intake tasks for projects and documents submitted by Applicants, the Intake staff may also create project applications *on behalf of Applicants*, if necessary. The designated Applicant can then be instructed to upload their documents and can 'take ownership' of the project record. This functionality is helpful for Applicants who may be challenged technically.

goPost Administrator

The goPost Administrator(s) will have permissions to access the goPost Settings panel to:

1. Brand the goPost landing/login page with the welcome text and applicant instructions, etc.
2. Create and manage Applicant and Intake User accounts.
3. Create and manage standard goPost Portal configurations.
4. Modify the goPost panel instructions, if desired.
5. Complete the goPost SMTP settings/credentials page.
6. Create and manage goPost alert messages, as desired.

Additionally, the Administrator(s) may perform the same tasks as the Intake staff, including having full access to the projects submitted by the Applicants.

Project Summary

This Statement of Work (SOW) sets forth the scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by e-PlanSoft™ ("e-Plan") to the Agency, for a cloud hosted deployment of e-PlanREVIEW (EPR) and goPost.

At the core of that plan is a detailed *Project Schedule Timeline* that includes the activities for the project, the resources required to perform those activities, and the schedule for completing them including critical dependencies. The *Project Schedule Timeline* will be provided to the Client following the project kickoff meeting.

We have provided this *preliminary* statement of work based on current understanding of the activities necessary to produce the required deliverables; we will refine our plan with the Client to ensure activities are clearly defined, to review timeframes, and to ensure each activity reflects an appropriate level of detail. Each activity will be owned by person(s) who are responsible for ensuring it is completed successfully. The project plan will be updated regularly throughout the course of the project and communicated to all participants and stakeholders via email.

It is important to identify the project's critical path after the detailed project plan has been developed and prior to the start of the project. The project's critical path is the longest sequential set of activities that must occur in order, based on identified dependencies. The combined end-to-end duration of activities represents required project duration and the project's critical path. This does not account for activities that may occur in parallel, but do not contribute to the project's critical path.

The project team will schedule conference calls for the project activities. An updated schedule and an updated progress report that includes the following will be provided:

1. Activities completed within the current reporting period.
2. Activities planned for the next reporting period.
3. Updated schedule including milestones and their statuses (originally scheduled date, current target date, and the number of changes to the date).
4. Issues or problems requiring resolution.
5. The status of any changes that affect scope, cost, or schedule. Any work affecting cost will be done only with written consent from the Client.

Sample Project Plan

▼ **Project Implementation**

Contract Signing

Kickoff and Project Launch Meeting

▼ **Discovery and data collection**

Discovery Session

Collect Data for Configuration

Discovery Session

Finalize Data Collection for Configuration

Configuration

▼ **Training**

Admin Training

Intake Training

Reviewer Training

▼ **User Acceptance Testing**

UAT Session

Agency Testing

UAT Session

Agency Testing

Final Configuration Review

Acceptance for Go Live

▼ **Go Live**

Submit Go Live Request

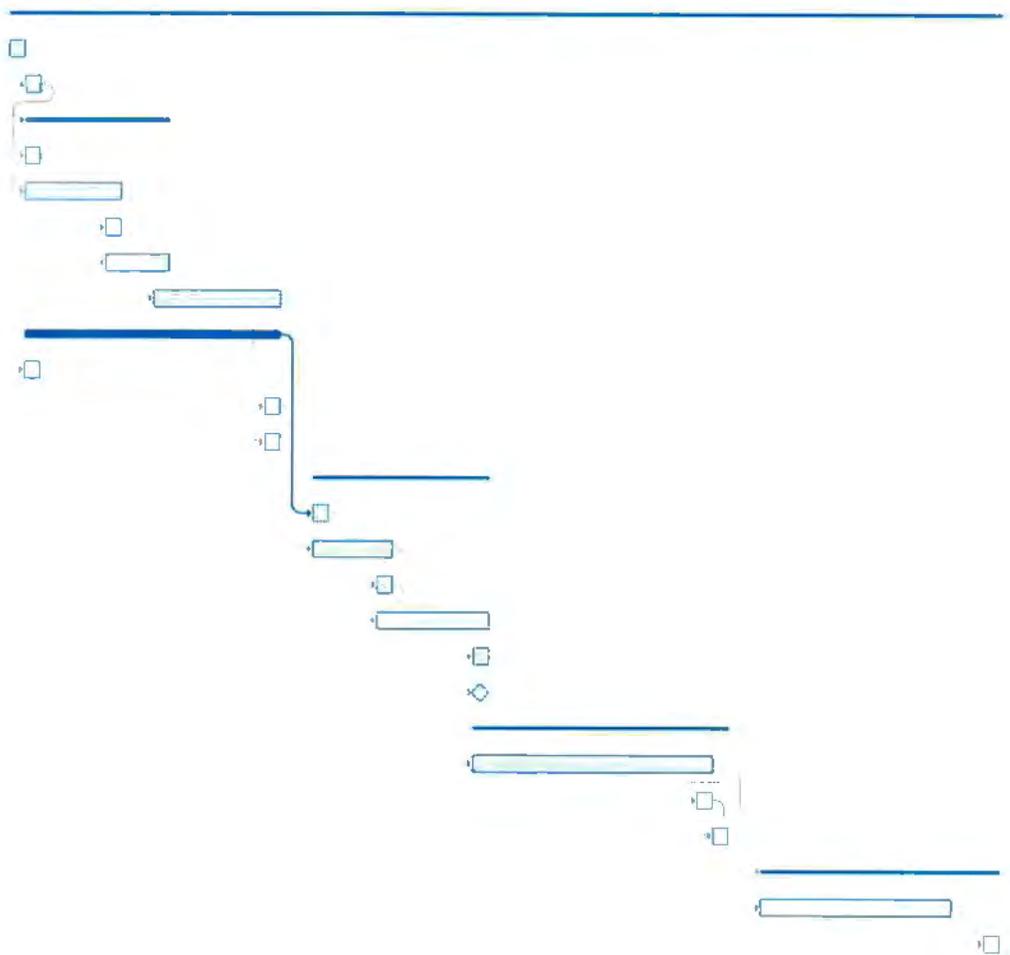
Smoke Test

Go Live

▼ **Post Go Live**

Go Live Support

Hand off to Support Team



The e-PlanSoft Project Team

The following e-Plan roles will be assigned to ensure the successful completion of this project for the Client:

Role	Responsibilities
Project Manager	Responsible for overseeing all aspects of the solution, both from a business and technical perspective. Responsible for e-Plan project management activities and creating project management deliverables. Primary point of contact with the Client's Project Manager and responsible for providing status and issue reports to the Client.
Implementation Consultant	Assists with product configuration and participates in end user training sessions
Technical Support	Provides expertise on the solution architecture, business analysis and facilitates communication between client support requests and the product engineers.

The Client Core Project Team

Dedicated involvement of the following Client personnel will ensure the successful completion of this project for the Client. Some overlap in staff responsibilities in the chart below, is understood. The core team should be comprised of *subject matter experts* (SME's).

Role	Responsibilities
Project Managers	Individual(s) with extensive knowledge of the Client's permit intake and assignment distribution requirements.
Project Coordinators	Individuals who perform permit intake, counter reviews and may be responsible for distributing plan review assignments. Individuals who prepare deliverable packages with the reviewed plans and correction report(s) for return to the applicant.
Department / Group Manager(s)	Individuals who manage plan review staff and may be responsible for distributing plan review assignments for their staff and may be responsible for generating deliverable packages with the review plans and correction report(s) for return to the applicant.
Plan Reviewers	Individuals who conduct plan review and may be responsible for generating the correction report for return to the applicant.
Contributors	Individuals who will collaborate with the Reviewers to discuss/respond to issues, but who will not conduct plan review.

Estimated level of efforts for Agency staff during project implementation

Activity	Agency Level of effort
Kickoff and Project Launch meeting	2-3 hours for core team
Discovery and data collection	35-55 hours for core team per department/section/group (e.g., Building, Planning; Public Works)
Configuration	2 hours if EPR is building the entire solution 8-24 hours if Agency Admins is participating in building solution
Admin Training	3 hours of training for admin users
Intake Training	3 hours of training for intake clerks
Reviewer Training	3 hours of training for plan reviewers
User Acceptance Testing	25-60 hours per user participating in acceptance testing for each department/section/group (e.g., Building, Planning, Public Works)
Go Live Support	2-8 hours for core team meetings
Hand off to Support Team	1-2 hours for core team

Project Milestones

The milestone solution implementation has become a common practice in the industry to address critical business needs quickly and mitigate the risks associated with what has been termed "big bang" approaches that attempt to do too much too soon.

The milestones included in the schedule of work, and outlined in more detail below are:

1. [Contract Acceptance](#)
2. [Implementation](#)
3. [Go Live](#)

Agency Acceptance Criteria:

Upon the provision of Milestone completion signoffs, the Client is responsible for either accepting the milestone as complete or providing grounds for non-acceptance within 10 days of delivery. Non-correspondence will result in the de facto acceptance of the milestone or could result in change orders due to additional project time required which is out of scope for this project.

Milestones

Contract Acceptance Milestone

Upon signature of the contract, the first milestone is complete. Following formal acceptance of the Contract/Purchase Order, the e-Plan project manager will coordinate the Project Kickoff and Launch meetings with the Client.



Implementation

Project Kickoff and Launch

The project kickoff meeting is a meeting that includes Client project stakeholders, Client executives, Client staff as well as the e-Plan Sales and project team members.

During this 2-hour presentation, we will review the high-level project plan, discuss the short, and long-term goals, and generally describe EPR.

This open forum is an excellent opportunity for the Client executives to 'rally' the staff and set expectations for the what the finished implementation will deliver.

In the *Project Launch* meeting, the e-Plan project manager and core Client personnel shall meet remotely to discuss the following.

1. Identify the Project Manager who has deep expertise in the Client's internal processes regarding permitting and plan review. This individual will be responsible for ensuring all deliverables are provided to the e-Plan Team on schedule, coordinating time with the Client subject matter experts as well as coordinating user training and product rollout/go live. The desired go/live date will be confirmed in the kickoff meeting.
2. Review terminology regarding project workflow status, assignment status, document cycles, etc. used in-house is identified to ensure that EPR is configured to use the same terminology.
3. Another item for discussion will be to define how and where electronic documents will be archived for long term retention.
4. Identify the Client's subject matter experts (the project team) who will participate in the product configuration and user acceptance testing (UAT).
5. Discuss and confirm the Project Timeline schedule for each milestone and all deliverables.
6. Confirm the schedule for remote project meetings.
7. Discuss the Discovery Deliverables (see below) that the Client will need to gather.

e-PlanSoft Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Coordinate project planning activities
- Complete Baseline Project Plan, Project Status Report Template, and Project Initiation Presentation deliverables with input from appropriate Agency resources

Agency Responsibilities:

- Identify and set expectations with key resources and subject matter experts for ongoing participation in the project.
- Provide timely and appropriate responses to e-PlanSoft requests for project planning input and meeting logistics requests.
- Provide meeting facilities for Virtual Kickoff and other remote activities.

Discovery

The Client shall gather the following deliverables, listed below, in the format provided by e-PlanSoft. This information will be used to configure EPR and user acceptance testing (UAT).

1. List of all records/applications/case/permits.
2. An updated staff organizational chart for the departments/agencies involved in the project.
3. Usernames, user roles, department/agency affiliation, user email and phone number.
4. A sample representative document(s) for the Correction Report letter in Word format.
5. A representative sample of electronic stamps (saved in .PNG format) for use by the EPR plan reviewers.
6. PNG images with transparent backgrounds are recommended.
7. Standard Comments/Checklists in Excel format to be uploaded into the EPR Standard Comment Library, via an XLS template provided by e-Plan.
8. A Client email account (for example: donotreply@domainname.com) that EPR can use to send automated emails to Client staff (email notification alerts). Requires opening firewall port 25.

e-PlanSoft Responsibilities:

- Provide EPR expertise

Agency Responsibilities:

- Provide lists of requested data

Configuration

Tasks include:

1. Creation of **User accounts**, no more than 7 created.
2. Confirm the **EPR groups** (departments/agencies), no more than 7 created.
3. Configure the EPR application and **project type lists**, no more than 10 created.
4. Configure **Correction Report template**, no more than 1 created.
5. Upload standard comments into the **EPR Comment Library**, no more than 50 created.
6. Configure the EPR color scheme '**branding**' and login page landing image.
7. Upload Electronic **stamps** (.PNG format) and assign them to the appropriate Reviewers, no more than 5 created.
8. Confirm/configure the EPR **permission** settings.
9. Enter the Client **email** account that EPR will use to send automated emails to Client staff. For example: DoNotReply@Clientdomain.org
10. Create sample projects and upload sample plans for training of Client staff. Plans shall meet electronic submittal requirements.
11. Configuration of **ePlanForms** – no more than 50 total.
12. Setup **goPost Portlets** – no more than 5 total.

e-PlanSoft Responsibilities:

- Complete EPR Configuration and goPost Configuration

Agency Responsibilities:

- Validate EPR Configuration and goPost Configuration.

Training

e-PlanSoft will provide comprehensive training for EPR users per the course outline below.

Training is offered as follows:

Course Description	Intended Audience	Sessions
EPR training for Administrators: User accounts, permissions, configuration.	EPR Administrators	1
EPR Training for Intake and Deliverables: PDF Scout Inspector and OCR Preparing Correction reports and project deliverables.	Permit Intake staff, Group Managers, Permit QA Supervisors	1
EPR training for Reviewers: Performing plan review. Plan review using <i>paper-based</i> plans. Preparing Correction reports and project deliverables.	Reviewers, Group Managers, Permit QA Supervisors.	1

There is a maximum class size of 15 users per class purchased. All web meetings are recorded and provided to Agency for ongoing use.

Training Materials

EPR online help can be accessed from within the products by selecting the help icon. All recorded training videos are provided at the end of each class.

Training Environment

To facilitate the best possible experience for web training, user should have available:

1. Workstations/laptop for each trainee
 - a. Latest version of Chrome or Edge.
 - b. 27-inch monitors.
2. A communication device such as a phone, headset, or microphone and speakers.

Once training has been completed, this milestone will be complete.

The project schedule will be updated to indicate the completion of the Training milestone.

User Acceptance Testing

In this milestone, the core project team will devote a dedicated period to testing the full process from end to end in EPR. Time Commitment on the Agency for UAT testing is typically 1-2 hours of testing per case/project type.

The desired goal is to confirm the entire solution is working properly.

Sample testing scenarios include the following:

1. Submitting the project in goPost
2. Ensuring goPost transfers data to EPR
3. Confirming *optical character recognition* (OCR) of the sheet numbers on the incoming plans.
4. Performing plan review including adding comments, markups, stamps, measurements.
5. Generating a Correction Report.
6. Preparing a deliverable package.
7. Sending deliverable package from EPR to goPost.
8. Resubmitting plans in goPost.
9. Resubmitting plans to EPR from goPost
10. Accepting and routing the next submittal to the plan reviewers.
11. Stamping the final approved set of plans.
12. Sending the Approved deliverable from EPR to goPost
13. Closing the project record

The Client needs to test every record and workflow process to be successful.

During User Acceptance testing, the Agency can expect to spend 1-2 hours per person, per case/project for testing all the EPR related processes. For example, if an Agency has 50 case types to test it will take **one person** anywhere from 50 hours (5 days) to 100 hours (2.5 weeks).

e-PlanSoft Responsibilities:

- Provide Functional Test Plans
- Participate in Team Test Sessions
- Provide timely responses to Agency's UAT bugs and questions.
- Fix all go-live critical bugs and log bugs not being fixed and provide a mitigation plan on when bug will be resolved.

Agency Responsibilities:

- Develop Business Use Test cases for UAT.
- Participate in team and independent test sessions.
- Document UAT results
- Perform UAT and provide signoff.

Once UAT has been completed, this milestone will be completed.



The project schedule will be updated to indicate the completion of the UAT milestone.

Go Live

Communication

Communicate to your community about the upcoming changes and dates. We recommend including 3rd party plan reviewers and a few applicants in UAT to get feedback from them prior to launching your new solution.

Launch

We recommend a *soft launch* approach by rolling out this solution to a small, targeted applicant pool. This will provide some time for everyone to settle in and get comfortable with the process changes, after which the Agency can expand the offering to more clients in a managed schedule.

Key Assumptions

1. The Client shall provide the required documentation for configuring the product as specified in this SOW.
2. The e-Plan Project Manager and Client POC will schedule conference calls throughout the life cycle of this project.
3. The Client **commits the necessary staff and dedicated resources** be available for the agreed upon project schedule Timeline.
4. Delays to the project caused by staff unavailability will negatively impact the project schedule.

Plan Review Workstations

1. EPR is supported on the *Chrome* and *EDGE* browsers although Chrome is the preferred browser.
2. EPR requires popups to be enabled for the specific domain to which EPR is deployed. (Any Client policy to disable browser popups must be allowed for your EPR URL.)
3. We recommend that *Adobe Reader* be installed on workstations.
4. EPR Reviewers should have at minimum, two 27" + inch monitors running in high definition (1920x1080p). A graphics card capable of supporting two 27-inch+ monitors is recommended.

Permit Intake Workstations

1. EPR is supported on the *Chrome* and *EDGE browsers* although Chrome is the preferred browser.
2. EPR requires popups to be enabled for the specific domain to which EPR is deployed. (Any Client policy to disable browser popups must be allowed for your EPR URL.)
3. We recommend that *Adobe Pro* be installed on the Permit Intake workstations.

Project Change Management

The purpose of Project Change Management is to define the process that will be utilized by the project to manage and account for changes to project scope, cost, and schedule. All project tasks must be approached with an understanding of the project scope and critically examined within the context of project scope, cost, and schedule management.

The purpose of Project Change Management is not to eliminate change, but rather to define a process allowing the proposed changes to be properly identified, evaluated, and escalated as necessary. The Change Order Process defines anything that changes the Statement of Work, duration of the project or contract values. The Change Order Processes will follow the steps outlined below.

A Change Order Request Form must be completed for all changes requested by either e-PlanSoft or the Client that further clarifies impact or deviate from the approved SOW or MSA. The e-PlanSoft Project Manager will be responsible for managing all Change Order requests submitted on the project in accordance with the following process:

1. All requests must be submitted in writing to the e-PlanSoft Project Manager either by e-mail or hard copy to be recognized as a formal request. Verbal requests or voice mails will not be considered formal change order requests. The Change Order Request Form, shown in an Appendix of this SOW, should be used to document in detail the change and provide justification for why it is needed. The initial submission must also document the estimated work effort and cost specifically for investigating what it would take to implement the change if approved. Based on the impact analysis and the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with the investigation. If the investigation is rejected, then the Change Order request is considered rejected and no further action is required. If it is accepted, then the requester (or its assignees) will then determine the impact of implementing the change on the project. The Client is responsible for completing any additional paperwork required as a result of this change (i.e., internal contract change documents).
2. In investigating the impact of the Change Order on the project, the requester (or its assignees) will determine the impact and change on the cost, schedule, and manpower originally estimated for the project. The requester will also determine the impact on the SOW and any revisions to the language that may be required, as well as the estimated work effort and cost to implement the Change Order. Once the investigation has been completed, the requester will complete the Change Order Request Form with the information gathered in this step and resubmit it to the project manager for coordinating the review and approval.
3. Based on the estimated work effort and cost, representatives from both e-PlanSoft and the Client will jointly determine whether to proceed with implementing the Change Order. If the implementation is rejected, then the Change Order request is considered rejected, and no further action is required. If the Change Order is accepted, the Change Order request is considered approved. Once all appropriate signatures have been obtained for the Change Order, the approved Change Order will become part of the overall agreement and an amendment to the SOW. The amended SOW will become the new baseline document upon which any new changes will be based.
4. Hourly rates defined in your Purchase Order/Sales Order will apply.

Change Order Form

Proposed Change(s) AND Reason/Justification for Change (Indicate Urgency Level)
Urgency Level: <input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Project Name and Control NUMBER:
Requestor:
Organization:
Date of Request:
Description of Change:
Impact of Change(s):
Impact on Resources:
Impact on Schedule:
Impact on Requirements:
Impact on Cost:
Assumptions / Risks:
Alternatives to Proposed Change(s) (if any):
SUMMARY of Total Impact of Change
Resources:
Schedule:
Requirements:
Cost:

Primary Customer Contact:

Bill To: Brian Law
Agency Name: St Augustine Beach, FL
Address: 2200 A1A South St. Augustine Beach, FL 32080

Contact: Brian Law
Email: blaw@cityofsab.org
Phone: 904-471-8758

Order Form Effective Date: Date of Signature in License Agreement

Term: The term is for five years following the Order Form Effective Date. Thereafter, the term of this Order Form automatically renews for successive one year periods, each commencing with an anniversary of the Order Form Effective Date ("**Renewal Periods**"), unless either party notifies the other of its intent not to renew at least 90 days prior to the start of any Renewal Period

Payment Terms: Due in full upon execution of this Order Form.

FEE SCHEDULE:

Year	Item	Quantity	Unit Price	Total
1	e-PlanREVIEW (Full License) goPoast with Forms Implementation Services	7	\$1,000.00	\$7,000.00
		1	\$15,000.00	\$15,000.00
		55	\$250.00	\$13,750.00
			TOTAL	\$35,750.00
2	e-PlanREVIEW (Full License) goPoast with Forms	7	\$1,000.00	\$7,000.00
		1	\$15,000.00	\$15,000.00
			TOTAL	\$22,000.00
3	e-PlanREVIEW (Full License) goPoast with Forms	7	\$1,000.00	\$7,000.00
		1	\$15,000.00	\$15,000.00
			TOTAL	\$22,000.00
4	e-PlanREVIEW (Full License) goPoast with Forms	7	\$1,000.00	\$7,000.00
		1	\$15,000.00	\$15,000.00
			TOTAL	\$22,000.00
5	e-PlanREVIEW (Full License) goPoast with Forms	7	\$1,000.00	\$7,000.00
		1	\$15,000.00	\$15,000.00
			TOTAL	\$22,000.00

- f. Support Tickets will be responded to in the order received. Initial confirmation response will occur within an Hour
 - g. Enhancement Requests will be responded to in the order received. Initial confirmation response will occur within an hour. Enhancement requests are each evaluated and determined for feasibility within the products. Not all enhancement requests are implemented.
3. Bug Handling: A priority is assigned to a specific bug ticket which therefore sets the order, timing and level of effort in resolving a case:

Severity	Description of Severity	Response Time	Resolution Time
Level 1 - Critical	Critical bug occurring on production system preventing business operations. A <u>large number of users</u> are prevented from working with no reasonable workaround.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 60 minutes.	Upon confirmation of receipt, The Company begins continuous work on the problem and will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated or provided there is a client representative available to assist with issue diagnosis and testing during the resolution process.
Level 2 - High	Major bug occurring on production system severely impacting business. A large number of users are impacted by issue, but they are still able to work in a limited capacity.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 2 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.
Level 3 - Medium	A bug causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 5 business days.	Upon confirmation of receipt, The Company will put forth the best effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.
Level 4 - Low	A bug occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	The Company will respond with confirmation of receipt of incident. Follow-up will be provided via the ticket system every 7 business days.	Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

Definitions:

- **Bug** - A software bug is a flaw, failure, error or fault in a computer software or system that causes it to return unexpected or incorrect results.
- **Enhancement Request** - An enhancement request is for additional product functionality or changed behavior beyond the current intended behavior of the Maintained Software.
- **Technical Support** - General software support (How to) for the e-PlanSoft software products that are not bugs or enhancement requests.

EXHIBIT B: SOFTWARE AS A SERVICE (SaaS) SERVICE LEVEL AGREEMENT

e-PlanSoft ("The Company") agrees to provide 99.5% uptime with respect to the Client's Hosted Service during each calendar quarter for the term of service excluding regularly scheduled maintenance times for eplansoft REVIEW (EPR) and goPost Customer Portal.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance time does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least four (4) business days in advance. Regularly scheduled maintenance time will occur on the weekends or off the hours on weekdays. The Company hereby provides advanced Notice for routine scheduled maintenance as needed.

The Company in its sole discretion may take the Service down for unscheduled maintenance and in that event will attempt to notify Client in advance in accordance with the Notice section set forth below. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates/Notice

This Service Level Agreement may be amended by The Company, in its discretion, but only after providing thirty (30) day notice. Notices will be sufficient if provided to a user designated as an administrator of your account either: (a) as a note on the screen presented immediately after completion of the log in authentication credentials at the log in screen, or (b) by email to the registered email address provided for the administrator(s) for Client's account.

Exclusion of Sandbox and Beta Accounts

Product sandbox, beta, pilot and debugger and other test environments are expressly excluded from this or any other service level commitment.

Support Hours

Client support is available Monday-Friday's from 6am -6pm Pacific, excluding holidays.

Live-Production Incident Handling – Standard Support

The following incident handling and time frames are applicable to live-production environments only. Client will designate personnel who will interface with The Company's Client Support Department.

1. On Line Self Support: The Company will provide to Client at no expense an online Knowledge Base and Online Self Support Site where Client may research issues and questions, report maintenance incidents and receive information regarding new releases and patches.
2. Incident Handling: The Company will provide an incident handling mechanism for Client maintenance requests. The incident handling process will include the following:
 - a. Access to the e-PlanSoft online ticketing system.
 - b. All support tickets and bug reports will be recorded in the ticketing system.
 - c. The Company will only respond to incidents reported via the online ticketing system.
 - d. Client will receive an e-mail with the assigned ticket number.
 - e. Bug Ticket Priority and Severity will be determined by the definitions below.

3.2.1. Disclaimer of Warranties. Except as stated above, Licensor makes no other warranties, express or implied, about the EPR or any service provided by Licensor under the attached Sales Order Form, including without limitation any warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

3.3. Fees and Payment. Licensor's maintenance and support services are conditioned on Licensor's timely receipt of all subscription fees owed. Payment obligations are non-cancelable and fees paid are non-refundable. The number of authorized Users cannot be decreased during the relevant term stated in the Sales Order Form. Payment of invoices is due within thirty (30) days of receipt.

3.3.1. Taxes. Unless otherwise stated, Licensor fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with the use of Service. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible as a result of using Service, the appropriate amount will be invoiced to and paid by Licensee, unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.0. Other Terms of Service

4.1. Waiver of Consequential Damages. Neither party shall be liable for consequential damages, such as lost profits or damages arising from the delay of a plan-review project, on any claim alleging or related to a breach of the LA and/or a Sales Order Form, regardless of the particular legal theories or causes of action. This waiver of consequential damages shall not apply, however, to any claim brought by Licensor against Licensee based on Licensee's unauthorized duplication, distribution, or other misappropriation of Licensor's intellectual property.

4.2. Limitation of Liability. Except for Licensor's indemnity obligations set forth in the LA, Licensor's total aggregate liability arising out of or connected with this Agreement, whether based upon breach of contract, warranty, negligence, misrepresentation or any other cause of action or theory of liability, and to the maximum extent permitted by applicable laws, shall in no case exceed the amount of subscription fees received by Licensor in the twelve (12) months immediately preceding the event from which the liability arises.

Exhibit A – Scope of Service For Software Subscription

As part of the software subscriptions identified on the attached Sales Order Form, e-Plan, Inc. (“Licensor”) will provide ongoing maintenance and technical support. In addition, Licensor may provide Licensee with implementation, training, or other professional services. This Exhibit A describes the scope of Licensor’s support services, and all other services included in the Sales Order Form, and supersedes any conflicting terms or conditions pertaining to the nature and extent of such services.

1.0. Scope of Professional Services

1.1. Not applicable. No optional professional services have been included under the attached Sales Order Form.

2.0. **Scope of Technical Support; Service Level Agreement.** Licensor will provide all maintenance and technical support for the EPR. Licensor’s Service Level Agreement (“SLA”) is attached hereto as Exhibit B, and sets forth Licensor’s obligations in this regard. In addition, Licensor will provide Licensee with online help documentation and other online resources to assist Licensee in its use of the Service.

3.0. Scope Clarifications

3.1. **Training.** Licensee shall ensure that one or more designated Users have been trained and or certified in the use of Service. Such training should be provided by either Licensor or Licensor-certified trainers. If Licensee uses the service without at least one properly trained User, Licensor reserves the right to withhold any technical support services. The intent of this provision is to ensure that Licensor is not required to provide excessive levels of support service due to Licensee’s lack of training.

3.2. **Licensor’s Warranty of Functionality.** Licensor warrants that: (i) the EPR will achieve in all material respects the functionality described in Licensor’s online user guides applicable to the EPR procured by Licensee, and (ii) such functionality of the EPR will not be materially decreased during the then-current subscription term. Licensee’s sole and exclusive remedy for Licensor’s breach of this warranty will be to require that Licensor use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the user guides. Licensor will have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to billing@eplansoft.com. The warranties set forth in this section are made to and for the benefit of Licensee only. Such warranties will only apply if the applicable EPR has been utilized in accordance with the user guides, the LA, and applicable law.



non-assigning party's election, termination of this LA and any related Sales Order/subscription upon written notice to the assigning party. In the event of such a termination, Licensor will refund to Licensee any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this LA shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns; however, unless expressly stated otherwise, nothing herein is intended to benefit or create any rights in any third parties. As of the effective date of this LA, this LA sets forth the entire understanding between the Parties, subject only to subsequently agreed-to Sales Orders, and supersedes all prior agreements, representations, or promises, written or oral, with respect to the EPR.

This LA is entered into, and effective as of _____, by and between e-PlanSoft, a California Corporation with its principal place of business at 111 Pacifica, Suite 100 Irvine, CA 92618 ("Licensor") and, _____ ("Licensee"), with its principal place of business located at _____.

The individual signing this LA on behalf of Licensee represents and warrants that he / she is authorized to enter into such agreement on behalf of Licensee.

_____	_____
Licensee	e-PlanSoft
_____	Paula Montoya
Full name	Full name
_____	Chief Operating Officer
Title	Title
_____	_____
Signature	Signature
_____	_____
Date	Date

for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement to be effective. This U.S. Government Rights Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in computer software or technical data under this LA.

- 11.0. Termination for Cause, Expiration.** Either party may immediately terminate this LA and all applicable Sales Orders in the event the other party commits a material breach of any provision of this LA which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the complaining party will expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and will be sent to the General Counsel of the alleged breaching party at the address listed in the heading of this LA (or such other address that may be provided pursuant to this LA). Upon termination or expiration of this LA, Licensee will have no rights to continue use of the Service. If this LA is terminated by Licensee for any reason other than a termination expressly permitted by this LA, then Licensor will be entitled to all of the fees due under any applicable Sales Orders for the entire term. If this LA is terminated as a result of Licensor's breach of this LA, then Licensee will be entitled to a refund of the pro rata portion of any subscription fees paid by Licensee to Licensor under any applicable Sales Orders for the terminated portion of the term.
- 12.0. General Provisions on the Integrity of this LA.** Except as otherwise provided herein, this LA may only be amended or modified via a writing signed by both Parties. If any term or provision of this LA is found to be invalid or unenforceable by a court of competent jurisdiction, such term or provision will be severed from the remainder of the LA, which will otherwise remain in full force and effect. No waiver of any provision of this LA will be effective unless in writing and executed by the party waiving the right. Failure to properly demand compliance or performance will not constitute a waiver of a party's rights hereunder. The waiver by either party of a breach or right under this LA will not constitute a waiver of any subsequent breach or right. This LA will be governed by, and construed in accordance with, the substantive laws of the State of California without regard to conflict of law principles. The federal and state courts situated in Orange County, California will be the exclusive venue for the resolution of all disputes related to this LA. The substantially prevailing party in any dispute arising out of this Agreement shall be entitled to recover its reasonable attorneys' fees. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this LA in its entirety, and any related Sales Orders, without consent of the other party, to an affiliate (defined as any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with a party to this LA, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party) or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the

sole option and expense, use commercially reasonable efforts to (a) procure a license that will protect Licensee against such Claim without cost to Licensee; (b) modify or replace all or portions of the Service as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate this LA and refund to the Licensee a pro-rata refund of the subscription fees paid for under any applicable Sales Orders for the terminated portion of the term. The rights and remedies granted Licensee under this Section 8.1 state Licensor's entire liability, and Licensee's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party.

9.2. Licensee's Indemnity. To the fullest extent permitted by law, Licensee will, at its own expense, defend Licensor from and against any and all Claims (i) alleging that the Licensee Data or any trademarks or service marks, or any use thereof, infringes the copyright or trademark or misappropriates the trade secrets of a third party, or has caused harm to a third party, or (ii) arising out of Licensee's breach of this LA, and will indemnify Licensor from and against liability for any Losses to the extent based upon such Claims.

9.3. Indemnification Procedures and Survival. In the event of a Claim within the purview of these indemnification provisions, the indemnitee shall control its own defense, and at the time of Claim resolution the indemnitor shall reimburse the indemnitee for those attorney fees and other defense costs reasonably incurred in that defense. To the extent that the indemnitee may incur fees and costs in the defense of claims other than a covered Claim, the indemnitor shall have no responsibility for such costs. The indemnification obligations contained in this section will survive for one year after termination or expiration of this LA.

10.0. U.S. Government Rights. The Service is a "commercial item" as that term is defined at FAR 2.101. If Licensee or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Licensor provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this LA; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this LA. In addition, DFARS 252.227-701S (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as set forth in this LA. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Licensor to determine if there are acceptable terms

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Licensor. Licensor or Third-Party providers may offer Third-Party Applications through the Service or otherwise related to Licensee's use of the Service. Except as expressly set forth in the applicable Sales Order, Licensor does not warrant any such Third-Party Applications, regardless of whether or not such Third-Party Applications are provided by a Third Party that is a member of a Licensor partner program or otherwise designated by Licensor as "Built For Licensor," "certified," "approved" or "recommended." Any procurement by Licensee of such Third-Party Applications or services is solely between Licensee and the applicable Third-Party provider. Licensee may not use Third-Party Applications to enter and/or submit transactions to be processed and/or stored in the Service, unless Licensee has procured a subscription to the Service for such use and access. Licensor is not responsible for any aspect of Third-Party Applications that Licensee may procure or connect to through the Service, or any descriptions, promises or other information related to the foregoing. If Licensee installs or enables Third-Party Applications for use with the Service, Licensee agrees that Licensor may enable such Third-Party providers to access Licensee Data as required for the interoperation of such Third-Party Applications with the Service, and any exchange of data or other interaction between Licensee and a Third-Party provider is solely between Licensee and such Third-Party provider pursuant to a separate privacy policy or other terms governing Licensee's access to or use of the Third-Party Applications. Licensor will not be responsible for any disclosure, modification or deletion of Licensee Data resulting from any such access by Third-Party Applications or Third-Party providers. No procurement of Third-Party Applications is required to use the Service. If Licensee was referred to Licensor by a member of one of Licensor's partner programs, Licensee hereby authorizes Licensor to provide such member or its successor entity with access to Licensor's business information related to the procurement and use of the Service pursuant to this Agreement, including but not limited to User names and email addresses, support cases and billing/payment information.

9.0. Indemnification for Claims Concerning Licensor and Licensee Intellectual Property.

9.1. Infringement. Licensor will, at its own expense, defend Licensee from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the Service, as used in accordance with this Agreement, infringes such third party's copyrights or trademarks, or misappropriates such third party's trade secrets, and will indemnify Licensee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such a Claim. However, Licensor will have no liability for, or duty to defend or indemnify Licensee against, Claims to the extent arising from (a) use of the Service in violation of this LA or applicable law, (b) use of the Service after Licensor notifies Licensee to discontinue use because of an infringement claim, (c) modifications to the Service not made by Licensor or made by Licensor based on Licensee specifications or requirements, (d) use of the Service in combination with any non-Licensor software, application or service, or (e) services offered by Licensee or revenue earned by Licensee for such services. If a Claim of infringement as set forth above is brought or threatened, Licensor may, at its

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- 6.3. HIPAA.** Licensee agrees that: (i) Licensor is not acting on Licensee's behalf as a Business Associate or subcontractor; (ii) the Service may not be used to store, maintain, process or transmit protected health information ("PHI") and (iii) the Service will not be used in any manner that would require Licensor or the Service to be compliant with the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented ("HIPAA"). In the preceding sentence, the terms "Business Associate," "subcontractor," "protected" health information" or "PHI" will have the meanings described in HIPAA.
- 7.0. Modifications and Discontinuation of Service**
- 7.1. To the Service.** Licensor may make modifications to the Service or particular components of the Service from time to time and will use commercially reasonable efforts to notify Licensee of any material modifications. Licensor reserves the right to discontinue offering the Service at the conclusion of Licensee's then current subscription term for such Service. Licensor will not be liable to Licensee nor to any third party for any modification of the Service as described in this section.
- 7.2. To Applicable Terms.** If Licensor makes a material change to any applicable terms of this LA or a Sales Order, then Licensor will notify Licensee by either sending an email to the notification email address or posting a notice to the administrator in Licensee's account. If the change has a material adverse impact on Licensee and Licensee does not agree to the change, Licensee must so notify Licensor via mchegini@eplansoft.com within thirty (30) days after receiving notice of the change. If Licensee notifies Licensor as required, then Licensee will remain governed by the terms in effect immediately prior to the change until the end of the then current subscription term for the affected Service. If the affected Service is renewed, it will be renewed under Licensor's then current version of this LA.
- 7.3. Suspension for Ongoing Harm.** Licensor may with reasonably contemporaneous telephonic notice to Licensee suspend access to the Service if Licensor reasonably concludes that Licensee's Service is being used to engage in denial of service attacks, spamming, or illegal activity, and/or use of Licensee's Service is causing immediate, material and ongoing harm to Licensor or others. In the extraordinary event that Licensor suspends access to the Service, Licensor will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and work with Licensee to resolve the issues causing the suspension of Service. Licensee agrees that Licensor will not be liable to Licensee nor to any third party for any suspension of the Service under such circumstances as described in this section.
- 8.0. Third-Party Applications.** "Third-Party Applications" include applications, integrations, services, or implementation, customization and other consulting services related thereto, that interoperate with the Service and are provided by a party other than

6.1. Transmission of Data. Licensee understands that the technical processing and transmission of Licensee's Electronic Communications (including any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service) is fundamentally necessary to use the Service. Licensee is responsible for securing DSL, cable or another highspeed Internet connection and up-to-date "browser" software to utilize the Service. Licensee expressly consents to Licensor's interception and storage of Electronic Communications and/or Licensee Data, and Licensee acknowledges and understands that Licensee's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Licensor. Licensee further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Licensor is not responsible for any Electronic Communications and/or Licensee Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Licensor, including, but not limited to, the Internet and Licensee's local network. Licensee will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Licensee Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Licensee's account. Licensor will act as though any Electronic Communications it receives under Licensee's passwords, user name, and/or account number will have been sent by Licensee.

6.2. Licensee Data

6.2.1. As between Licensor and Licensee, all title and intellectual property rights in and to the Licensee Data is owned exclusively by Licensee. Licensee agrees that Licensor may use Licensee data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Licensee's data.

6.2.2. Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data.

6.2.3. Following expiration or termination of any Sales Order and/or this LA, Licensor may immediately deactivate the applicable Licensee account(s) and will be entitled to delete such Licensee account(s) from Licensor's "live" site following a forty (40) day period, after which Licensor will not be liable to Licensee nor to any third party for any termination of Licensee access to the Service or deletion of Licensee Data.

with this LA. Licensee's use of the Service will not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single User login, or time-sharing of the Service. Licensee will not, and will not permit any third party within its control to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code or modify the Service in any manner or form unless expressly allowed in Licensor's user guides; (b) access or use the Service to circumvent or exceed Service account limitations or requirements; (c) use the Service for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the Service (including without limitation permitting access to or use of the Service via another system or tool, the primary effect of which is to enable input of requests or transactions by other than authorized Users); (e) use the Service in a manner that is contrary to applicable law or in violation of any third-party rights of privacy or intellectual property rights; (f) intentionally publish, post, upload or otherwise transmit Licensee Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (g) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the Service. Licensee will comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications and anti-spam legislation. Licensee will comply with the export laws and regulations of the United States and other applicable jurisdictions in using the Service and obtain any permits, licenses and authorizations required for such compliance. Without limiting the foregoing, (i) Licensee represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, (ii) Licensee will not permit Users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) Licensee will comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which its Users are located. Licensee will not send any Electronic Communication from the Service that is unlawful, harassing, libelous, defamatory or threatening. Except as permitted by this LA, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Licensee agrees not to access the Service by any means other than through the interfaces that are provided by Licensor. Licensee will not do any "mirroring" or "framing" of any part of the Service, or create Internet links to the Service which include log-in information, User names, passwords, and/or secure cookies. Licensee will not in any way express or imply that any opinions contained in Licensee's Electronic Communications are endorsed by Licensor. Licensee will ensure that all access and use of the Service by Users is in accordance with the terms and conditions of this LA. Any action or breach by any of such User will be deemed an action or breach by Licensee.

6.0.

Transmission, Maintenance, and Confidentiality of Data

other derivative works of the Service provided or developed by Licensor) are owned exclusively by Licensor. Except as provided in this I.A, the rights granted to Licensee do not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. Licensee grants Licensor a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Licensee or any Users related to the operation or functionality of the Service. Any rights in the Service or Licensor's intellectual property not expressly granted herein by Licensor are reserved by Licensor. Licensee agrees not to display or use the Licensor trademarks, logos, and service marks in any manner without Licensor's express prior written permission. The trademarks, logos and service marks of Third-Party Application providers ("Marks") are the property of such third parties. Licensee is not permitted to use these Marks without the prior written consent of such Third-Party which may own the Mark.

- 4.0. Access to the Service by Designated Users.** Licensee will purchase a subscription to the Service for a particular number of Users, to be specified in the applicable Sales Order. Licensee will specify and assign a unique User name for each authorized User. Each User login is for the designated User only, and cannot be shared or used by more than one User.
- 4.1. Alterations to User Accounts.** If the Licensee chooses to deactivate a User account, create a new account for a new User, or re-activate an existing account, Licensee may do so as long as Licensee does not exceed the total number of authorized Users.
- 4.2. Unauthorized Access.** Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Service and will promptly notify Licensor of any unauthorized access or use of the Service and any loss or theft or unauthorized use of any User's password or name and/or Service account numbers.
- 4.3. Audit of Authorized Users.** Licensee will maintain reasonable business practices and records necessary to ensure that the number of Users is in compliance with this I.A and any applicable Sales Orders, and Licensor at its sole discretion reserves the right to request Licensee records to verify such compliance. The Licensee will notify Licensor if any additional Users will be added to use the Service. Licensee must obtain additional Sales Order(s), or a signed written modification to existing Sales Order(s), in order to increase the total number of authorized Users. If Licensor determines that Licensee has more Users than authorized, the fees for additional Users become immediately due.
- 5.0. General Terms of Service.** Licensee and its Users may only use the Service to perform electronic plan review, as advertised and outlined on Licensor's website. Licensee is responsible for all activities conducted under its User logins and for its Users' compliance



E-PLANSOFT SUBSCRIPTION TERMS AND CONDITIONS LICENSING AGREEMENT

e-Plan, Inc. (“Licensor”) is a provider of electronic plan review software as a service (“EPR”). As used herein, “EPR” includes all of Licensor’s software products, including without limitation e-PlanREVIEW® and goPost™ Public Portal.

This non-exclusive Licensing Agreement (“LA”), entered into between Licensor and _____ (“Licensee”), governs Licensee’s use of the EPR.

Licensor and Licensee (“the Parties”) may enter into one or more separate agreements, Sales Orders, or other arrangements whereby Licensor will provide Licensee with a subscription to the EPR. In all cases, however, as to the EPR, the terms of this LA shall control and prevail over any conflicting terms or conditions.

1.0. Contract Documents. This LA incorporates Licensor’s Statement of Work dated _____, and also incorporates the attached Sales Order form in its entirety, including its exhibits, Exhibit A “Scope of Service” and Exhibit B “Software as a Service (SaaS) Service Level Agreement.” This LA also incorporates any future Sales Orders entered into by the Parties during the term of this LA.

2.0. Key Definitions

2.1. “Service” means, collectively, Licensor’s EPR and SaaS (software as a service) products, maintenance updates, online documentation, and technical support materials. The Service is provided to Licensee on the basis of a non-exclusive license only, and subject to the subscription terms set forth in the applicable Sales Order. No perpetual license is granted to Licensee when using Service.

2.2. “Sales Order” means any form of agreement, including without limitation a written contract, proposal, estimate, quote, renewal notification, or purchase order, pursuant to which Licensor provides Licensee with a subscription to the Service. For Licensee to obtain a valid subscription, the corresponding Sales Order must set forth a defined number of unique Users and a defined period of time in which the subscription will be in effect.

2.3. “User” or “Users” means individuals who are authorized by Licensee to use the Service, and who have been supplied unique user identifications and passwords.

2.4. “Licensee Data” means all electronic data or information submitted to and stored in the Service by Users.

3.0. Non-Exclusive License and Licensor Intellectual Property Rights. Licensee’s access to and use of the Service shall be on the basis of a non-exclusive license only. All rights, title and interest in and to the Service (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or

Sole Source Letter

This Letter is to inform you that e-PlanSoft™ is the Sole Source of the following item(s) and/or services(s):

1. e-PlanREVIEW
2. goPost™ portal
3. Scout (PDF Inspector)

e-PlanSoft™, an American based company, providers of the Innovated Electronic Plan Review Document Management Software. e-PlanSoft developed, created, and owns all rights of our complete standalone software solution.

e-PlanREVIEW®, has been furnishing web browser-based products that are designed and developed for architectural, engineering, and construction (AEC) companies as well the educational institutions, municipal agencies’ chief building officials, public works directors, fire marshals and code enforcement inspectors. The suite of products not only lowers the cost of doing business in both the private and public sectors by replacing printing, shipping and storage expenses with convenient online document uploads and enabling browser-based online plan reviews, but provides an improved work environment and productivity through more efficient communication and collaboration.

Deployed in Amazon Cloud, and running entirely in the browser, the solution does not require applicants to install any software on their servers or workstations. The software provides strong electronic versioning that tracks plans through the entire submittal lifecycle and creates an audit trail viewable by administrators of the system. The software allows for concurrent plan reviews on the same document at the same time, with workflow assignments and strong versioning and better internal communication.

With having our own portal, we provide a seamless integration between our goPost™ portal and our ePlanReview®. Additionally, here are e-PlanSoft™ issued patents for the proposed solution that cannot be claimed by any other company:

KNOBBE FILE	COUNTRY	SERIAL NUMBER FILING DATE	PATENT NUMBER ISSUE DATE	TITLE
EPLAN.001A	US	11/900479 9/11/2007	7,975,222 7/5/2011	System And Method For Dynamic Linking Between Graphic Documents And Comment Data Bases
EPLAN.001C1	US	13/173844 6/13/2011	8,595,617 11/26/2013	System And Method For Dynamic Linking Between Graphic

				Documents And Comment Data Bases
EPLAN.001C2	US	14/084323 11/19/2013	9,720,866 8/1/2017	System And Method For Dynamic Linking Between Graphic Documents And Comment Data Bases
EPLAN.001C3	US	15/655787 7/20/2017	10,198,407 2/5/2019	System And Method For Dynamic Linking Between Graphic Documents And Comment Data Bases
EPLAN.001C5	US	16/506138 7/9/2019	10,657,314 5/19/2020	System And Method For Dynamic Linking Between Graphic Documents And Comment Data Bases
EPLAN.010A	US	13/557612 7/25/2012	9,135,602 9/15/2015	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.010C1	US	14/842598 9/1/2015	9,684,643 6/20/2017	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.010C2	US	15/612704 6/2/2017	10,114,806 10/30/2018	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.010C3	US	16/167942 2/21/2019	10,650,189 5/12/2020	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.010C4	US	16/860993 4/28/2020	10,956,668 3/23/2021	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.020A	US	14/828361 8/17/2015	9,792,024 10/17/2017	Systems And Methods For Management And Processing Of Electronic Documents Using Video Annotations

The above-named company or firm is the Sole Source of the item(s) and/or service(s) listed above, and no other company or firm sells or distributes such item(s) and/or service(s). Competition in providing the above-named item(s) and/or service(s) is precluded by the existence of a patent, copyright, secret process, or monopoly.

Sincerely,

**Adam Griffen
e-PlanSoft™
Director of Sales**

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: August 7, 2023

SUBJECT: City Charter: Discussion of Starting the Process for Its Review

INTRODUCTION

Section 3-1 of the City Charter states:

“This Charter may be amended as provided by general law. Commencing with the first regular meeting following September 1, 2013, and every ten (10) years thereafter the city commission shall appoint a special committee of, seven (7) qualified electors of the city to review the City Charter and make recommendations to the city commission as to amendments hereto. Nothing herein is intended to preclude the city commission from proposing amendments to this Charter at other times or to preclude the city commission from appointing such a special committee at earlier intervals.”

In accordance with Section 1-3, September 2023 is when you need to consider appointing a seven-member committee for the Charter’s next review.

BACKGROUND

The City of St. Augustine Beach was incorporated in 1959 as the Town of St. Augustine Beach. It had as its Charter a simple, basic document the form of which the Town Attorney likely obtained from the Florida League of Cities. Between 1960 and 2003, piecemeal changes were made to the Charter, such as in 1989 changing the title of the head of the Police Department from City Marshal to Chief of Police. It wasn’t until early 2003, after four new Commissioners had assumed office, that a comprehensive review of the entire City Charter was undertaken.

In June 2003, the Commission appointed seven residents to a Charter Review Committee: Vicki Hall, Bobby Crum, Rick Mauldin, Jennifer Orlando, Ed Porter, Don Terrill, and Dan Weimer. In July, the Commission also appointed two alternates: Patricia Gill and Gary Vallem. Later in the year, one of the regular members resigned and Patricia Gill was appointed to take his place. A new alternate, Dan Stewart, was appointed.

The Committee selected Vicki Hall to be its Chair. She proved a wise choice because her many years in public education gave her experience in leading group discussions and keeping the Committee members on track as they went through the Charter section by section. In February 2004, the Commission approved Ordinance 04-02, which put 12 Charter changes on the ballot for the 2004 August primary.

The next review of the City Charter was done in 2013. The Commission appointed the following to the Charter Review Committee: Nick Binder, Henry Dean, Ron Brown, Len Weeks, Ed George, Michael Aulicino, and Grace Guido. Nancy Nevacoff and Robert Rousseau were the alternates.

Instead of having the Committee Chair be the facilitator, the Commission hired Ms. Marilyn Crotty, Director of the Florida Institute of Government of the University of Central Florida, for a cost of \$4,000. Ms. Crotty guided the Committee through some sweeping changes to the Charter, such as deleting from it the long and detailed description of the City's boundaries. Ms. Crotty said that the description didn't need to be in the Charter. Instead, there's simply a reference in Section 1-2 of the Charter that the City's boundaries "shall remain as they exist on the date of this amended Charter takes effect, provided that the city shall have the power to change its boundaries in the manner prescribed by law." Ms. Crotty also proposed, and the Committee and the Commission agreed, to put a Preamble in the Charter that is a statement of the City's purpose and basic goals.

Under Ms. Crotty's guidance, the Committee recommended a number of Charter changes to the City Commission. The Commission selected 17, which were adopted by Ordinance 14-01 and put on the ballot for the 2014 primary election. However, because of space limitations on the primary ballot, a couple of Charter changes were put on the ballot for the November 2014 general election.

PLEASE NOTE: You may wonder why the proposed Charter changes were on the 2004 and 2014 primary election ballot, not on the general election ballot. This is because space on the general election ballot is usually tight because of the number of candidates on it and the referendum topics proposed by the voters or the Legislature. There wasn't sufficient space on the ballot for the City's Charter changes for the 2004 and 2014 general elections. Recently, the Supervisor of Elections informed the City Manager that the ballot now must be in two languages, English and Spanish, which will further limit the space available for Charter questions.

ATTACHMENTS

To help with your discussion, we have attached the following information.

- a. Pages 1-10, the current City Charter.
- b. Pages 11-28, Ordinance 04-02, which lists the Charter changes that were on the ballot for the 2004 primary election.
- c. Pages 29-54, Ordinance 14-01, which lists the Charter changes that were on the ballot for the 2014 primary election.
- d. Page 55, Ordinance 14-08, which clarified whether a City Commissioner can serve on the Commission and at the same time be employed by the private sector.
- e. Pages 56-57, Resolution 03-19, which adopted rules for the first Charter Review Committee appointed in 2003.
- f. Pages 58-60, Resolution 13-05, which established the 2013 Charter Review Committee.

DECISIONS

They are:

1. As the Charter has twice been reviewed in depth and the reviews have resulted in a number of significant changes, do you think there's much more in the Charter that needs to be changed? As noted above, for 2004, there were 12 proposed changes to the Charter; for 2014, there were 17. Thus, over two reviews of the Charter, there was a total of 29 proposed changes. The questions now are whether there are any other sections of the Charter that need revision, or any additions to the Charter that the Commission believes should be made.

If you think it appears that there aren't likely to be proposals for many major changes to the Charter, then we suggest you have the 2023-24 review done by the Committee under the direction of its Chairperson, as Vicki Hall did in 2004. Or, since Ms. Crotty has retired, instead of an outside facilitator, you ask a resident if they would be the facilitator and if they say yes appoint them to the Committee as its chair.

However, in the event you favor an outside facilitator, the City Manager has asked Ms. Lynn Tipton at the Florida League of Cities for names of possible facilitators. She provided several, though she said a couple aren't city charter experts. The closest one is a former Jacksonville Beach City Councilwoman. Another, a retired city manager, is in West Palm Beach. When Ms. Crotty was the facilitator, the City paid for her food and lodging when she had to stay overnight. The Charter Review Committee met during the evening.

2. Appointment of Committee Members

As the City Commission did in 2013, we suggest you do the following:

- Each Commissioner appoints a Committee member.
- The Commission as a group appoints the two remaining regular members and the two alternates.

Committee members have to be City residents and registered to vote in the City. They could be former Commissioners, Mayors, or former members of City boards, such as the Comprehensive Planning and Zoning Board. They could be business owners or former City employees who live in the City, or current or former members of the Civic Association who live in the City.

The Charter Review Committee will be subject to the Sunshine Law. Its meetings will have to be advertised and minutes taken. The City Clerk and the City Manager will be the Committee's staff.

3. Timetable

These are dates in 2024 when Charter amendments could be put on the ballot:

- March 19, 2024, presidential preference primary
- August 20, 2024, primary election
- November 5, 2024, general election

Ms. Vicky Oakes, the Supervisor of Election, has said that the ballot is usually one or two pages, and now must be bilingual (English and Spanish), which will take space. The ballot for all three election days in 2024 may have more candidates than usual because it is a presidential election year. Also, there may be state

constitutional amendments on November's general election ballot as well as any referendum questions that the County wants the voters to decide.

As the March 19th presidential preference primary would require that you quickly appoint the Charter Review Committee members and that the Committee finish its review quickly, you may want to have any Charter changes scheduled for the August 20, 2024, primary. If you agree, then the timetable could be:

- a. October 2023, Commission appoints the Committee's members and passes a resolution to adopt rules for the Committee.
- b. November 2023 through middle of February 2024, Committee meets once or twice a month to review the Charter.
- c. February 15, 2024, proposed Charter changes are submitted to the Commission.
- d. March 4, 2024, Commission reviews changes (amendments) and tells City Attorney which ones to put in an ordinance.
- e. April 1, 2024, first reading of ordinance to adopt language for the Charter amendments.
- f. May 6, 2024, second reading of the ordinance.
- g. In May, Charter changes are submitted to the Supervisor of Elections to be printed on the ballot for the August 2024 primary.

Ms. Oakes says there is another way to hold a referendum. It is by mail and could be done later in 2024 or in early 2025, if there is no room on the August primary or the November general election ballot for the City's Charter changes.

ACTION REQUESTED

It is that you discuss how you want to proceed with appointing residents to the Charter Review Committee, whether you want to have the Committee chairperson be the facilitator or hire an outside facilitator, and whether you want the Charter changes on the ballot for the primary or the general election in 2024.

PREAMBLE

We the people of the City of St. Augustine Beach, Florida, under the constitution and laws of the United States of America and the State of Florida, in order to provide the benefits of local government responsive to the will and values of our citizens, do hereby adopt this Charter to define the powers and structure of our government. By this action, we secure the benefits of home rule and affirm the values of representative democracy, professional management, strong political leadership, citizen participation, and regional cooperation. We believe in an open, responsive government that abides by the highest ethical standards, operates as a careful steward of the human, fiscal, and natural resources of our city; that allows for fair and equitable participation of all persons in the affairs of the city; that provides for transparency, accountability, and ethics in governance; that fosters fiscal responsibility; and that meets the needs of a healthy, progressive city. (Ord. No. 14-01, § 1, 6-9-14)

ARTICLE I. IN GENERAL

Sec. 1-1. Created; name.

A municipality to be known and designated as the City of St. Augustine Beach, is hereby established, organized and constituted in the County of St. Johns and State of Florida. (Laws of Fla., Ch. 59-1790, § 1; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89)

Sec. 1-2. Boundaries.

The territorial boundaries of the City of St. Augustine Beach shall remain as they exist on the date this amended Charter takes effect, provided that the city shall have the power to change its boundaries in the manner prescribed by law. A dated description of the boundaries is posted on the city's website, is on file at city hall, and is available to the public. (Ord. No. 207, § 1, 4-12-89; Ord. No. 96-24, § 2, 10-7-96; Ord. No. 97-30, § 2, 10-6-97; Ord. No. 97-42, § 2, 12-1-97; Ord. No. 00-03, § 2, 4-3-00; Ord. No. 01-04, 1 2, 3-5-01; Ord. No. 01-13, § 2,

6-24-02; Ord. No. 03-30, § 2, 9-8-03; Ord. No. 06-13, § 2, 7-10-06; Ord. No. 07-01, § 2, 3-5-07; Ord. No. 14-01, § 3, 6-9-14)

Sec. 1-3. Powers of the city.

The City of St. Augustine Beach shall have all powers possible for a city to have under the constitution and laws of this state as fully and completely as though they were specifically enumerated in this Charter.

(Laws of Fla., Ch. 59-1790, § 2; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89; Ord. No. 14-01, § 5, 6-9-14)

Editor's note—Section 5 of Ord. No. 14-01, adopted June 9, 2014, changed the title of § 1-3 from "Extraterritorial powers" to read as herein set out.

Sec. 1-4. Elective officers.

(a) The elective officers of said city shall be five (5) city commissioners, one (1) of whom shall be designated and elected as mayor and one (1) of whom shall be designated as vice-mayor as hereinafter provided.

(b) The mayor and vice-mayor shall be elected by the members of the city commission from their number and the term of office of the mayor and vice-mayor shall be for one (1) year beginning January first of each year and continuing until January first of the succeeding year. Any vacancy in the office of mayor or vice-mayor shall likewise be filled by the city commissioners by the election of one (1) of their number to serve as mayor or vice-mayor, as applicable, for the unexpired term. No member of the commission shall be elected as mayor by the members of the city commission to serve more than two (2) consecutive terms. This subsection shall not be interpreted to preclude a city commissioner from serving as mayor for more than two (2) nonconsecutive terms.

(c) The city commissioners shall have been residents and qualified electors of the City of St. Augustine Beach for a period of one (1) year prior to the date of qualification for election, or appointment to fill a vacancy on the city commission as a result of the death, resignation or disqualification of a city commissioner. Once elected, city commis-

sioners must maintain physical residency and voter registration in the city throughout their terms of office.

(d) In the event of the death, resignation or disqualification of a city commissioner, a successor shall be elected by a majority of remaining members of the city commission within 60 days after said vacancy occurs, to serve until the next general election, at which time the electors of the city shall elect a commissioner to serve for the remainder of the unexpired term. In the event that a majority of the remaining members of the commission shall be unable to elect a successor, a special election will be held to fill the vacancy.

(e) Reserved.

(f) All powers of the city shall be vested in the city commission except as otherwise provided by law and this Charter. The city commission shall be responsible for the reasonable exercise of those powers, and shall be required to provide for the performance of all duties and obligations imposed on the city by law.

(Laws of Fla., Ch. 59-1790, § 3; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89; Ord. No. 90-1, §§ 1-3, 2-5-90; Ord. No. 04-02, §§ 1-4, 4-5-04; Ord. No. 14-01, § 7, 6-9-14)

Sec. 1-5. Legislative body.

(a) The city commission shall meet at such times as may be prescribed by ordinance, resolution, or as otherwise permitted by Florida Law. Emergency meetings of said commission may be called upon reasonable notice to each member of the commission, and such meetings shall be called by the mayor. The commission shall determine its own rules and order of business and shall keep minutes of its proceedings.

In addition, the mayor, or in the mayor's absence or unavailability the vice mayor, may call Emergency Meetings of the commission. The most appropriate and effective notice under the circumstances shall be provided and the method of providing notice recorded in the minutes of the meeting. A vote that the meeting is an emergency shall be the first order of business. The affirmative vote of the majority of the commissioners present plus one shall be necessary to confirm

that the meeting is an emergency. Failure to obtain this affirmative vote shall preclude conducting further business at the meeting except adjournment. The only subjects that may be considered at this meeting must relate to the stated emergency. An affirmative vote of two-thirds ($\frac{2}{3}$) of a quorum shall be necessary for all other actions taken at an emergency meeting.

(b) The affirmative vote of at least three (3) members of the city commission shall be required for the passage of any motion of the city commission as such.

(c) The compensation, if any, of the city commissioners and mayor shall be set by the city commission by ordinance.

(d) Emergency ordinances shall be passed only upon a four-fifths affirmative vote of the city commission as a whole.

(e) **Prohibitions. Interference with administration.** Except for the purpose of inquiries and investigations, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

Appointments and removals. Neither the city commission nor any of its members shall in any manner control or demand the appointment or removal of any city administrative officer or employee whom the city manager or any subordinate of the city manager is empowered to appoint, but the commission may express its views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.

Holding other office. Except where authorized by law, no commissioner shall hold any other elected public office during the term for which the member was elected to the commission. No commissioner shall hold any other city office or employment during the term for which the commissioner was elected to the commission. No former commissioner shall hold any compensated appointive office or employment with the city until one

year after the expiration of the term for which the member was elected or appointed to the commission.

Nothing in this section shall be construed to prohibit the commission from selecting any current or former commissioner to represent the city on the governing board of any regional or other governmental agency.

(Laws of Fla., Ch. 59-1790, § 3; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89; Ord. No. 04-02, §§ 11—14, 4-5-04; Ord. No. 14-01, §§ 9, 11, 6-9-14)

Sec. 1-6. Mayor.

The mayor-commissioner shall preside at all meetings of the city commission and shall perform such other duties consistent with his or her office as may be imposed by the commission, and he or she shall have a voice and vote in the proceedings of the city commission, but no veto power. The mayor shall have the authority to issue proclamations, and he or she shall be so recognized by the courts for the purpose of serving civil processes and by the state and federal governments in the exercise of military law. The mayor, or in the mayor's absence or unavailability the vice mayor, shall sign all ordinances passed by the city commission, but shall have no other powers and duties beyond those conferred by this Charter or by the city commission in accordance with provisions of this Charter.

(Laws of Fla., Ch. 59-1790, § 4; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89; Ord. No. 04-02, §§ 9, 10, 4-5-04; Ord. No. 14-01, § 13, 6-9-14)

Sec. 1-7. Forfeiture of office.

A commissioner shall forfeit that office if the commissioner:

- (1) Fails to meet the qualifications for office; or
- (2) Is convicted of a felony during the commissioner's term in office; or
- (3) Is absent from three (3) consecutive regular meetings of the city commission unless such absence is excused by the com-

mission by motion duly passed, setting forth the reason for such excuse and entered in the minutes of the meeting.

A vote of three (3) members of the city commission is required to confirm forfeiture of office. (Laws of Fla., Ch. 70-918, § 1; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89; Ord. No. 14-01, § 15, 6-9-14)

Editor's note—Section 15 of Ord. No. 14-01, adopted June 9, 2014, changed the title of § 1-7 from "Removal of commissioners for unexcused absences" to read as herein set out.

Sec. 1-8. City manager.

The city manager shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications as determined by the city commission. The current city manager at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current city manager, all subsequent city managers shall be appointed or removed by a majority vote of the full city commission for an indefinite term, and may be removed at any time by a majority vote of the full commission. Action to remove the city manager shall be considered final, and the manager shall have no vested rights in his or her office other than those specifically provided in this Charter or by contract. Notwithstanding the action taken by the city commission to remove the manager, the city commission shall hold a public hearing if so requested in writing by the manager. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the city manager.

The city manager need not be a resident of the city at the time of appointment. Within six months of appointment, the city manager shall reside in the city unless the city commission waives this requirement. The manager's compensation shall be fixed by the city commission. Such compensation shall not be reduced during the manager's tenure except as a part of a general salary cut-back applicable to all city employees.

The city manager shall be the chief executive officer of the city, responsible to the city commis-

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, 12-4-89; Ord. No. 04-02, §§ 19—22, 4-5-04; Ord. No. 14-01, §§ 17, 19, 6-9-14)

Sec. 1-9. Law enforcement.

There shall be a chief of police, who shall be appointed by the city commission, and there may be such police officers as may from time to time be determined by the city commission to be necessary. The police officers shall be appointed by the chief of police. Subject to the removal of the chief of police as provided in the next paragraph, said chief of police shall serve at the pleasure of the city commission.

The chief of police shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications. The chief of police shall be appointed by a vote of four-fifths of the full city commission for an indefinite term, and may be removed at any time by four-fifths vote of the full commission, subject to at least sixty-days' notice or sixty-days' severance pay. Action by the city commission to remove the chief of police shall be considered final, and the chief shall have no vested rights in his or her office other than those specifically provided in this Charter. Notwithstanding the action taken by the city commission to remove the chief, the city commission shall hold a public hearing if so requested in writing by the chief. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the chief of police.

The chief of police shall be the head of the law enforcement department. He shall attend the meetings of the city commission, and perform such other duties as may be required by this Charter, by the laws and ordinances of the city or by the city commission.

The chief of police, and police officers shall receive such compensation as may be fixed by the city commission.

(Laws of Fla., Ch. 59-1790, § 5; Laws of Fla., Ch. 78-607, §§ 1, 2; Ord. No. 202, §§ 1, 2, 11-6-89; Ord. No. 207, § 1, 12-4-89; Ord. No. 9-2, §§ 1, 2, 2-5-90; Ord. No. 04-02, § 6, 4-5-04)

Sec. 1-10. Public improvements.

The Legislature of the State of Florida does hereby find and determine that the territory defined herein as the City of St. Augustine Beach

is the principal beach resort of St. Johns County and as such affords recreational facilities and opportunities to all the citizens of St. Johns County and that the construction, repair and maintenance of roads, streets and runways to the ocean beach in said city are county purposes and nothing herein contained shall be construed as preventing the Board of County Commissioners of St. Johns County from constructing, repairing and maintaining roads, streets and runways to the beach within said City of St. Augustine Beach. (Laws of Fla., Ch. 59-1790, § 11; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89)

Sec. 1-11. Fire protection, trash and garbage removal and other municipal services.

(a) The city commission is hereby authorized to provide fire protection within the City of St. Augustine Beach, either by owning and operating necessary equipment with either a volunteer or paid fire department, or to contract with another governmental entity by interlocal agreement for service by its fire department.

(b) The city commission is hereby authorized to remove trash and garbage and to perform all other city services either through the use of employees or contractors. (Ord. No. 207, § 1, 12-4-89; Ord. No. 97-26, § 2, 9-8-97)

Sec. 1-12. Validation of individual sections.

If any section or part of a section of this Municipal Charter is subsequently found to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other section or part of section, unless it appears that such other section or part of section is clearly or necessarily dependent for its operation upon the section or part of section held to be unconstitutional or invalid.

(Ord. No. 207, § 1, 12-4-89)

Sec. 1-13. City clerk.

The city manager shall appoint an officer of the city who shall have the title city clerk. The city clerk shall be the custodian of all city commission records, shall give notice of commission meetings

to its members and the public, shall keep minutes of its proceedings, and perform such other duties as prescribed by law, by this Charter, or by direction of the city manager.
(Ord. No. 14-01, § 21, 6-9-14)

Sec. 1-14. City attorney.

There shall be a city attorney appointed by the city commission. The current city attorney at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current city attorney, all subsequent city attorneys shall be appointed or removed by a majority vote. The city attorney shall be a member of the Florida Bar and shall be appointed and may be removed by a majority vote of the full city commission. The attorney shall serve as the chief legal adviser to the commission, the city manager, and all city departments, offices and agencies; shall represent the city in legal proceedings; and, shall perform any other duties prescribed by state law, by this Charter, by ordinance, or as otherwise assigned by the city commission.
(Ord. No. 14-01, § 23, 6-9-14)

Sec. 1-15. Reserved.

Sec. 1-16. Limitations.

(a) All city-owned parks within the city limits of St. Augustine Beach may not be sold, leased, traded, or given away absent the passage by an affirmative vote of four-fifths (4/5) of the city commission and approval by the electorate, or by a vote of the electorate through initiative as provided for in Article II Section 2-8.

(b) Actions to increase the permitted height of a building or buildings as established in the following ordinances: 07-13, 08-09, 13-08, 13-14, as may be amended to comply with State and Federal Law, may be taken by the city only by ordinance approved by a majority of qualified city electors at the next general election or a special election called for such purpose.

1. Buildings and structures within the City of St. Augustine Beach, Florida, shall be limited to a maximum height of thirty-

five (35) feet. Height shall be measured in accordance with the provisions of the City's Land Development Regulations.

- a. The thirty-five (35) feet height limitation shall not apply to architectural features or any roof structures for housing elevators, stairways, tanks, mechanical equipment, ventilating fans, solar energy collectors, or similar equipment, nor to church spires, steeples, belfries, cupolas, domes, monuments, water towers, skylights, flag poles, vents, or similar structures, which may be erected above the height limit, nor to fire or parapet walls, provided, however that such features and items shall not extend more than ten (10) feet above the structure.
 - b. Items or structural elements required by other state laws or the Federal Telecommunications Act shall not be included in determining building height.
2. If an existing building over thirty-five (35) feet is destroyed or substantially damaged by terrorist attack, accidental fire, or natural and disastrous force, such building may be built back up (reconstructed):
 - a. Within its pre-disaster footprint; and
 - b. Within the three-dimensional envelope of the area of the pre-disaster building; and
 - c. Up to its pre-disaster gross square footage; and
 - d. Up to the same number of dwelling units or commercial square footage (or combination thereof) and pre-disaster floor area ration, but elevated above the base flood elevations required by federal flood regulations; state regulations or City Code; and
 - e. Conforming in all other respects to City Code, the Florida Building Code, other federal and state regulations, and state coastal construction con-

trol lines in effect at the time the substantially damaged building is built back (reconstructed).
(Ord. No. 14-01, §§ 27, 29, 6-9-14)

ARTICLE II. ELECTIONS

Sec. 2-1. Election procedure.

(a) The city commission shall make the necessary arrangements for holding all city elections, and may appoint one (1) or more inspectors for each election.

(b) The supervisor of elections for St. Johns County, Florida, is authorized to perform all functions required to be conducted in holding of primary and general elections of the city, including acceptance of qualifying papers, filing fees, and appropriate financial reports, preparation of ballots, appointment of an election board, supervision of poll workers, counting of ballots and ascertaining the results, and all such other matters and things which are required to be performed in the holding of primary and general elections.

(c) Subject to the provisions of the City Charter and this chapter, the supervisor of elections is authorized to perform all functions required to be conducted in the holding of primary and general elections of the city in accordance with the voting methods, procedures and requirements provided in the general laws of the State of Florida.

(d) The supervisor of elections is authorized to prepare all ballots.

(e) Except as otherwise expressly provided herein, all general laws of the State of Florida relating to elections shall apply to city elections; provided however, all references in general law to political parties and party primaries shall not be applicable to city elections.

(Laws of Fla., Ch. 59-1790, § 14; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89; Ord. No. 04-02, §§ 15, 16, 4-5-04)

Sec. 2-2. Absentee ballots.

At all municipal elections held in the City of St. Augustine Beach, ballots of absent qualified voters residing within the corporate limits of the City

of St. Augustine Beach, shall be cast, canvassed and certified as provided in and by the general laws of the State of Florida, then in force. The canvassing and certification of the ballots cast by absent qualified voters shall be performed by the Supervisor of Elections of St. Johns County or the city manager, and by the county canvassing board or the city commission. For each election, the city commission shall pass a resolution designating who will perform such duties in respect to the absentee ballots.

(Laws of Fla., Ch. 57-1790, § 14A; Laws of Fla.; Ch 61-2740, § 1; Laws of Fla., Ch. 78-607, §§ 1, 2; Ord. No. 207, § 1, 12-4-89; Ord. No. 208, §§ 1-3, 12-4-89)

Sec. 2-3. City commission offices divided into groups; terms.

In the primary election and in the general election to be held in 1968, and in each primary election and in each general election thereafter, the candidates for city commission shall run in five (5) groups, designated as Groups One, Two, Three, Four and Five, and each voter may vote for one candidate in each group. In the general election in 1968, the successful candidates in Groups One and Two shall be elected for a full term of four (4) years, and the successful candidates in Groups Three, Four and Five shall be elected for a full term of two (2) years. Commencing with the election to be held in 1970, and in elections thereafter, the successful candidates in Groups Three, Four and Five shall be elected for a full term of four (4) years. Commencing with the election to be held in 1972, and in each election thereafter, the successful candidates in Groups One and Two shall be elected for a full term of four (4) years.

(Laws of Fla., Ch. 67-1979, § 2; Laws of Fla., Ch. 78-607, § 1; Ord. No. 207, § 1, 12-4-89)

Sec. 2-4. Run-off elections.

(a) A primary election shall be held for any group for which three (3) or more persons qualify. No primary election shall be held for which two (2) or less candidates qualify. At the primary election, if a candidate receives a majority of the votes cast in his or her group, then such candidate shall be declared elected. In the event that a

candidate in any group does not receive a majority of the votes cast in his group, then subject to the provisions of subsections (b) and (c) of this section, the names of the candidates placing first and second in that group and their names only shall be placed on the ballot for that group in the general election.

(b) In all primary elections, where there is a tie for first place in any group, only the names of the candidates so tying shall be placed on the ballot for that group at the general election.

(c) In all primary elections, where there is a tie for second place in any group and the candidate placing first in that group did not receive a majority of the votes cast, then the name of the candidate placing first and the candidates tying for second shall be placed on the ballot in the general election.

(Laws of Fla., Ch. 67-1979, § 3; Ord. No. 207, § 1, 12-4-89; Ord. No. 04-02, §§ 17, 18, 4-5-04)

Sec. 2-5. Determining winners at general elections; tie votes.

In any general election, the candidate receiving the highest number of votes shall be declared the person elected. In the event of a tie in any general election, the tie vote shall be decided by lot to be conducted by the city attorney and city manager. (Laws of Fla., Ch. 67-1979, § 4; Laws of Fla., Ch. 78-607, §§ 1, 2; Ord. No. 207, § 1, 12-4-89)

Sec. 2-6. Form of ballot.

The ballot in all respects shall conform as nearly as possible to the form of ballot prescribed by the laws of the State of Florida.

(Laws of Fla., Ch. 67-1979, § 5; Ord. No. 207, § 1, 12-4-89)

Sec. 2-7. Recall of elected officials.

Recall of elected officials shall be as provided by general law.

(Ord. No. 14-01, § 31, 6-9-14)

Sec. 2-8. General authority for citizen referendum.

1. Citizen Referendum. The registered voters of the city shall have power to require reconsideration by the commission of any adopted ordi-

nance and, if the commission fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, but such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees.

2. Commencement of Proceeding; Petitioners' Committee; Affidavit. Any five (5) registered voters may commence initiative or citizen referendum proceedings by filing with the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.

3. Petitions.

a. Number of Signatures. Initiative and citizen referendum petitions must be signed by registered voters of the city equal in number to at least ten percent (10%) of the total number of registered voters at the last regular city election.

b. Form and Content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Initiative and citizen referendum petitions shall contain or have attached thereto throughout their circulation, the full text of the ordinance proposed or sought to be reconsidered.

c. Affidavit of Circulator. Each paper of a petition shall have attached to it when filed, an affidavit executed by the person circulating it stating that he or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be and that each

signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

- d. Time for Filing Referendum Petitions. Referendum petitions must be filed with the city clerk within forty-five (45) days after adoption by the city commission of the ordinance sought to be reconsidered.

4. Procedure after Filing.

- a. Certificate of Clerk; Amendment. Within twenty (20) days after the petition is filed, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two (2) days after receiving the copy of his or her certificate and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of paragraphs (2) and (3) of Section 2-8 (b.) above, and within five (5) days after it is filed, the clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request commission review under paragraph (2) of this subsection within the time required, the clerk shall promptly present his or her certificate to the commission and the certificate shall then be a final determination as to the sufficiency of the petition.

- b. Commission Review. If a petition has been certified insufficient and the petitioners'

committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the commission. The commission shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the commissions' determination shall then be a final determination as to the sufficiency of the petition.

- c. Court Review; New Petition. A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

5. Referendum Petitions; Suspension of Effect of Ordinance. When a referendum petition is filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

- (1) There is a final determination of insufficiency of the petition or;
- (2) The petitioners' committee withdraws the petition, or;
- (3) The commission repeals the ordinance; or
- (4) Forty-five (45) days have elapsed after a vote of the city on the ordinance.

6. Actions on Petitions.

- a. Action by Commission. When referendum petition has been finally determined sufficient, the commission shall promptly reconsider the referred ordinance by voting its repeal. If the commission fails to repeal the referred ordinance within sixty (60) days after the date the petition was finally determined sufficient, it shall submit the referred ordinance to the voters of the city.

- b. Submission to Voters of Referred Ordinances. The vote of the city on a referred ordinance shall be held not less than thirty (30) days and not later than one

year from the date of the final commission vote thereon. If no regular city election is to be held within the period prescribed in this subsection, the commission shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the commission may in its discretion provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available at the polls.

- c. **Withdrawal of Petitions.** A referendum petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the city by filing with the city clerk a request for withdrawal signed by at least two-thirds of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

7. Results of Election.

- a. **Referendum.** If a majority of the registered voters on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

(Ord. No. 14-01, § 33, 6-9-14)

ARTICLE III. CHARTER AMENDMENT

Sec. 3-1. Amendment of Charter.

This Charter may be amended as provided by general law. Commencing with the first regular meeting following September 1, 2013, and every ten (10) years thereafter the city commission shall appoint a special committee of seven (7) qualified electors of the city to review the City Charter and make recommendations to the city commission as to amendments hereto. Nothing herein is intended to preclude the city commission from proposing amendments to this Charter at other times or to preclude the city commission from appointing such a special committee at earlier intervals.

(Ord. No. 04-02, §§ 23, 24, 4-5-04)

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, AMENDING THE CHARTER LAWS OF THE CITY OF ST. AUGUSTINE BEACH TO AMEND SECTION 1-4 OF SUCH CHARTER LAWS TO PROVIDE FOR THE CREATION OF THE POSITION OF VICE-MAYOR, PROVIDING FOR THE DUTIES OF SUCH VICE-MAYOR, PROVIDING FOR APPOINTMENT OF A CITY COMMISSIONER BY THE GOVERNOR IN THE EVENT THAT THE CITY COMMISSION IS UNABLE TO FILL A VACANCY CAUSED BY THE DEATH, RESIGNATION, OR DISQUALIFICATION OF A CITY COMMISSIONER; AMENDING SECTION 1-4 OF SUCH CHARTER LAWS TO PROVIDE FOR REMOVAL OF A CITY COMMISSIONER WHO LACKS ANY QUALIFICATION FOR THE OFFICE OR WHO VIOLATES ANY STANDARD OF CONDUCT OR CODE OF ETHICS ESTABLISHED BY LAW FOR PUBLIC OFFICIALS; AMENDING SECTION 1-9 OF SUCH CHARTER LAWS TO DELETE THEREFROM PROVISIONS RELATING TO AN ASSISTANT CHIEF OF POLICE; AMENDING SECTION 1-9 OF SUCH CHARTER LAWS TO PROVIDE THAT THE CHIEF OF POLICE MAY BE REMOVED WITHOUT CAUSE ONLY UPON A FOUR-FIFTHS VOTE OF THE CITY COMMISSION AS A WHOLE; AMENDING SECTION 1-6 OF SUCH CHARTER LAWS TO PROVIDE THAT NO MEMBER OF THE CITY COMMISSION SHALL BE ELECTED AS MAYOR BY THE MEMBERS OF THE CITY COMMISSION TO SERVE MORE THAN TWO CONSECUTIVE TERMS; AMENDING SECTION 1-5 OF SUCH CHARTER LAWS TO PROVIDE THAT THE COMPENSATION OF THE CITY COMMISSIONERS AND MAYOR SHALL BE SET BY THE CITY COMMISSION BY ORDINANCE; AMENDING SECTION 1-5 OF SUCH CHARTER LAWS TO PROVIDE THAT EMERGENCY ORDINANCES MAY BE PASSED ONLY UPON AN AFFIRMATIVE FOUR-

FIFTHS VOTE OF THE CITY COMMISSION AS A WHOLE; AMENDING SECTION 2-1 OF SUCH CHARTER LAWS TO PROVIDE THAT THE SUPERVISOR OF ELECTIONS OF ST. JOHNS COUNTY IS AUTHORIZED TO PERFORM ALL FUNCTIONS REQUIRED TO BE CONDUCTED IN HOLDING OF PRIMARY AND GENERAL ELECTIONS OF THE CITY AND MAKING APPLICABLE THERETO ALL GENERAL LAWS OF THE STATE EXCEPT AS TO REFERENCES TO POLITICAL PARTIES AND PARTY PRIMARIES; AMENDING SECTION 2-4 OF SUCH CHARTER LAWS TO PROVIDE THAT A CANDIDATE RECEIVING A MAJORITY OF THE VOTES CAST IN A PRIMARY ELECTION SHALL BE DECLARED ELECTED; AMENDING SECTION 1-8 OF SUCH CHARTER LAWS TO PROVIDE THAT THE CITY MANAGER MAY BE APPOINTED OR REMOVED BY A FOUR-FIFTHS VOTE OF THE CITY COMMISSION AND PROVIDING FOR PUBLIC HEARING UPON REQUEST; AMENDING SECTION 1-8 TO PROVIDE THAT THE COMPENSATION OF THE CITY MANAGER SHALL NOT BE REDUCED EXCEPT AS A PART OF A GENERAL SALARY CUTBACK; AMENDING SECTION 1-8 OF THE CHARTER LAWS OF THE CITY TO PROVIDE THAT NEITHER THE CITY COMMISSION NOR ANY MEMBER THEREOF SHALL DICTATE THE APPOINTMENT OF ANY INDIVIDUAL TO THE CITY MANAGER'S ADMINISTRATION NOR INTERFERE WITH THE ADMINISTRATIVE STAFF; AMENDING THE CHARTER LAWS OF THE CITY BY THE ADDITION OF A NEW ARTICLE TO BE KNOWN AS ARTICLE III PROVIDING FOR THE APPOINTMENT AND QUALIFICATIONS OF A CHARTER REVIEW COMMITTEE; PROVIDING FOR REFERENDUM ON THE QUESTION OF APPROVAL OF THE PROPOSED REVISIONS; PROVIDING FOR THE FORM OF THE BALLOT; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING THE REVISED CHARTER WITH THE FLORIDA DEPARTMENT OF STATE;

PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Commission is authorized by Florida Statutes 166.031 to submit to the electors of the City proposed amendments to its Charter; and

WHEREAS, certain amendments to the Charter have been proposed by the Charter Review Committee appointed by the City Commission; and

WHEREAS, public hearings on the proposed Charter amendments hereinafter described were duly advertised and held by the City Commission of the City of St. Augustine Beach, ~~and at such hearing interested parties and~~ citizens for and against the proposed amendments were heard;

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

Section 1. Section 1-4 of the Charter Laws be, and the same is, hereby amended to read as follows:

Sec. 1-4. Elective officers.

(a) The elective officers of said city shall be five (5) city commissioners, one (1) of whom shall be designated and elected as mayor and one (1) of whom shall be designated as vice-mayor as hereinafter provided.

(b) The mayor and vice-mayor shall be elected by the members of the city commission from their number and the term of office of the mayor and vice-mayor shall be for one (1)

year beginning January first of each year and continuing until January first of the succeeding year. Any vacancy in the office of mayor or vice-mayor shall likewise be filled by the city commissioners by the election of one (1) of their number to serve as mayor or vice mayor, as applicable, for the unexpired term.

(c) The city commissioners shall ~~be~~ have been residents and qualified electors of the City of St. Augustine Beach for a period of one year prior to the date of qualification for election, or appointment to fill a vacancy on the city commission as a result of the death, resignation or disqualification of a city commissioner. ~~and shall be qualified electors of said city.~~

(d) In the event of the death, resignation or disqualification of a city commissioner, a successor shall be elected by ~~the~~ a majority of remaining members of the city commission at the first regular meeting of the city commission after said vacancy occurs, to serve until the next general election, at which time the electors of the city shall elect a commissioner to serve for the remainder of the unexpired term. In the event that a majority of the remaining members of the commission shall be unable to elect a successor within sixty (60) days of the occurrence of the vacancy, the vacancy shall be filled by appointment of the Governor.

(e) ~~The mayor shall preside at all meetings of the city commission.~~ The mayor-commissioner shall preside at all meetings of the city commission and shall perform such other duties consistent with his or her office as may be imposed by the commission, and he or she shall have a voice and vote in the proceedings of the city commission, but no veto power. The mayor shall have the authority to issue proclamations, and he or she shall be considered as the official head of the city for ceremonial purposes, and shall be so recognized by the courts for the purpose of serving civil processes, and by the state and federal governments in the exercise of military law. The mayor-commissioner shall have no other powers and duties beyond those conferred by this charter or by the city commission in accordance with provisions of this charter.

(f) All powers of the city shall be vested in the city commission except as otherwise provided by law and this charter. The city commission shall be responsible for the reasonable exercise of those powers, and shall be required to provide for the performance of all duties and obligations imposed on the city by law.

Section 2. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-4 of the Charter Laws of the City be amended to require a city commissioner to have been a qualified elector of the City for one year prior to qualification for election or appointment to the City Commission, to provide for the creation of the position of vice-mayor, to prescribe the duties of the mayor-commissioner, and to provide that in the event that a vacancy on the commission shall not be filled by the City Commission within sixty days, it shall be filled by the Governor, and providing the duties of the City Commission?”

Yes For Amendment

No, Against Amendment”

Section 3. Section 1-4 of the Charter Laws be, and the same is, hereby amended by the addition of a new subsection to be appropriately numbered by the codifiers of the City Code to read as follows:

Forfeiture of office. A commissioner shall forfeit his or her office if the commissioner (1) lacks at any time during his or her term of office any qualification for the office prescribed by this charter or by law, or (2) violates any standard of conduct

or code of ethics established by law for public officials. Such forfeiture shall require the affirmative vote of four (4) members of the commission.

Section 4. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-4 of the Charter Laws of the City be amended to provide that a commissioner, upon the affirmative vote of four members of the commission shall forfeit office in the event he or she lacks any qualification for office or violates any standard of conduct or code of ethics established by general law?

Yes For Amendment

No, Against Amendment”

Section 5. Section 1-9 of the Charter Laws be, and the same is, hereby amended to read as follows:

Sec. 1-9. Law enforcement.

There shall be a chief of police ~~and assistant chief of police~~, who shall be appointed by the city commission, and there may be such police officers as may from time to time be determined by the city commission to be necessary. The police officers shall be appointed by the chief of police. Subject to the removal of the Chief of Police as provided in the next paragraph, said chief of police, ~~assistant chief of police, and police officers~~ shall serve at the pleasure of the city commission.

The Chief of Police shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications. The Chief of Police shall be appointed by a vote of four-fifths of the full City Commission for an indefinite term,

and may be removed at any time by four-fifths vote of the full commission, subject to at least sixty-days' notice or sixty-days' severance pay. Action by the City Commission to remove the Chief of Police shall be considered final, and the chief shall have no vested rights in his or her office other than those specifically provided in this charter. Notwithstanding the action taken by the City Commission to remove the chief, the City Commission shall hold a public hearing if so requested in writing by the chief. Such public hearing shall be conducted not less than ten days nor more than thirty days following the date of the proposed removal of the Chief of Police.

The chief of police shall be the head of the law enforcement department. He shall attend the meetings of the city commission, and perform such other duties as may be required by this Charter, by the laws and ordinances of the city or by the city commission. ~~In the absence of the chief of police, his duties shall be performed by the assistant chief of police.~~

The chief of police, ~~assistant chief of police,~~ and police officers shall receive such compensation as may be fixed by the city commission.

~~Said mayor and his appointees shall exercise all additional police powers not stated herein under the general laws of Florida.~~

Section 6. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-9 of the Charter Laws of the City be amended to delete references to an assistant chief of police and to provide that the Chief of Police shall be appointed or removed pursuant to a four-fifths vote of the City Commission and deleting language relating to the mayor exercising police power?”

Yes For Amendment

No, Against Amendment”

Section 7. Section 1-9 of the Charter Laws be, and the same is, hereby amended by the addition of a new subsection to be appropriately numbered by the codifiers of the City Code to read as follows:

The Chief of police may be removed without cause only upon a four-fifths vote of the City Commission as a whole.

Section 8. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-9 of the Charter Laws of the City be amended to provide that the Chief of Police may be removed by the City Commission without cause only upon a four-fifths vote of the City Commission as a whole?”

Yes For Amendment

No, Against Amendment”

Section 9. Section 1-6 of the Charter Laws be, and the same is, hereby amended by the addition of a new subsection to be known as Section 1-6 (c) to read as follows:

(c) No member of the City Commission shall be elected as Mayor by the members of the City Commission to serve more than two consecutive terms. This subsection shall not be interpreted to preclude a city commissioner from serving more than two non-consecutive terms.

Section 10. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-6 of the Charter Laws of the City be amended to limit the election of the Mayor to two consecutive terms, but without limit as to the number of non-consecutive terms?”

Yes For Amendment

No, Against Amendment”

Section 11. Section 1-5 of the Charter Laws be, and the same is, hereby amended by the addition of a new subsection to be known as Section 1-5 (c) to read as follows:

(c) The compensation, if any, of the city commissioners and mayor shall be set by the City Commission by ordinance.

Section 12. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-5 of the Charter Laws of the City be amended to authorize the City Commission to set the compensation of

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the City Commission and Mayor by ordinance?

Yes For Amendment

No, Against Amendment”

Section 13. Section 1-5 of the Charter Laws be, and the same is, hereby amended by the addition of a new subsection to be appropriately numbered by the codifiers of the City Code to read as follows:

“Emergency ordinances shall be passed only upon a four-fifths affirmative vote of the City Commission as a whole.”

Section 14. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-5 of the Charter Laws of the City be amended to provide that emergency ordinances may be passed only upon a four-fifths vote of the City Commission as a whole?”

Yes For Amendment

No, Against Amendment”

Section 15. Section 2-1 of the Charter Laws be, and the same is, hereby amended by the deletion thereof in its entirety and substituting therefore as follows:

Sec. 2-1. Election procedure.

(a) The city commission shall make the necessary arrangements for holding all city elections, and may appoint one or more inspectors for each election.

(b) The supervisor of elections for St. Johns County, Florida, is authorized to perform all functions required to be conducted in holding of primary and general elections of the city, including acceptance of qualifying papers, filing fees, and appropriate financial reports, preparation of ballots, appointment of an election board, supervision of poll workers, counting of ballots and ascertaining the results, and all such other matters and things which are required to be performed in the holding of primary and general elections.

(c) Subject to the provisions of the City Charter and this chapter, the supervisor of elections is authorized to perform all functions required to be conducted in the holding of primary and general elections of the city in accordance with the voting methods, procedures and requirements provided in the general laws of the State of Florida.

(d) The supervisor of elections is authorized to prepare all ballots.

(e) Except as otherwise expressly provided herein, all general laws of the State of Florida relating to elections shall apply to city elections; provided however, all references in general law to political parties and party primaries shall not be applicable to city elections.

Section 16. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-5 of the Charter Laws of the City be amended to provide that the supervisor of elections for St. Johns County is authorized to perform all functions required for holding of primary and general elections of the City and to provide that

general laws of the State not otherwise inconsistent with the Charter Laws of the City are applicable to city elections?

Yes For Amendment

No, Against Amendment”

Section 17. Section 2-4 of the Charter Laws be, and the same is, hereby amended to read as follows:

Sec. 2-4. Run-off elections.

(a) A primary election shall be held for any group for which three or more persons qualify. No primary election shall be held for which two or less candidates qualify. At the primary election, if a candidate receives a majority of the votes cast in his or her group, then such candidate shall be declared elected. ~~his name only shall be placed on the ballot for that group in the general election.~~ In the event that a candidate in any group does not receive a majority of the votes cast in his group, then subject to the provisions of subsections (b) and (c) of this section, the names of the candidates placing first and second in that group and their names only shall be placed on the ballot for that group in the general election.

Section 18. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 2-4 of the Charter Laws of the City be amended to provide that a candidate receiving a majority of votes cast in a primary election be declared elected?”

Yes For Amendment

No, Against Amendment”

Section 19. Section 1-8 of the Charter Laws be, and the same is, hereby amended to read as follows:

Sec. 1-8. City manager.

The city manager shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications. The city manager shall be appointed by a vote of four-fifths of the full City Commission for an indefinite term, and may be removed at any time by four-fifths vote of the full commission, subject to at least sixty-days' notice or sixty-days' severance pay. Action by the City Commission to remove the city manager shall be considered final, and the manager shall have no vested rights in his or her office other than those specifically provided in this charter. Notwithstanding the action taken by the City Commission to remove the manager, the City Commission shall hold a public hearing if so requested in writing by the manager. Such public hearing shall be conducted not less than ten days nor more than thirty days following the date of the proposed removal of the City Manager.

The rights, powers, duties and functions of city tax collector and city tax assessor be, and the same are hereby, vested in the city manager, who shall be appointed by the city commission, and who shall serve at the pleasure of the city commission, and who shall under the supervision of the city commission direct and have within his custody and control the records and the tax system of the city, and said city manager shall issue all warrants for the payment of money by the city, shall keep an accurate account of all taxes and assessments, of all moneys due to, and of all receipts and disbursements made by the city, and said city manager shall furnish the city commission at any time such reports, data and information as may be necessary to fully inform the latter as to the financial

affairs of the city, furnishing them such estimates of the expenses of the city government as may be necessary to form the basis of the annual budget, and to determine the revenue to be raised annually. No contract made in behalf of the city or to which the city is a party shall be valid unless countersigned by the city manager, and he shall keep regular books of account, in which shall be entered all indebtedness of the city, and which shall at all times show the financial condition of the city, the amount of the bonds, certificates or other evidences of indebtedness outstanding, and he shall countersign all bonds, certificates or other evidences of indebtedness of the city and keep an accurate account thereof.

The city manager shall attend all meetings of the city commission, and he shall keep a journal of its proceedings. He shall be the custodian of the seal of the city and all records and papers of a general character pertaining to the affairs of the city.

The city manager shall be ex-officio assessor and collector of taxes for the city. He shall receive and collect all moneys belonging to the city, including taxes, license money, fines and incomes from all other sources, depositing same in the city depository, and he shall perform such other duties as may be required by ordinance or resolution of the city commission, as well as such as may be required of city clerks, and by the general laws of the State of Florida applicable to municipalities. His compensation shall be fixed by the city commission. Such compensation shall not be reduced during his tenure except as a part of a general salary cutback applicable to all city employees.

Section 20. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-8 of the Charter Laws of the City be amended to provide that the City Manager shall be appointed or removed by a four-fifths vote of the City Commission and, in the event of removal upon request, the City Manager will be entitled to a public hearing, and providing that his or her compensation shall not be reduced during his tenure except as a part of a general

salary cutback?

Yes For Amendment

No, Against Amendment”

Section 21. Section 1-8 of the Charter Laws be, and the same is, hereby amended by the addition of a new subsection to be appropriately numbered by the codifiers of the City Code to read as follows:

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 own judgement in selecting the personnel of his administration. The commission and its members shall deal with the administrative service solely through the city manager and neither the commission nor any member thereof shall give orders to, nor make requests of any of the subordinates of the city manager, either publicly or privately. Provided, however, nothing herein shall be taken or construed as a criminal violation or to prohibit the commission or any member thereof from making requests for information only from any of the subordinates of the city manager or the city's administrative service.

Section 22. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall Section 1-8 of the Charter Laws of the City be amended to provide that neither the City Commission nor any commissioner 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 own judgement in selecting the personnel of his administration and to provide that the commission and its members shall deal with the administrative service solely through the city manager?

Yes For Amendment

No, Against Amendment”

Section 23. The Charter Laws of the City be, and the same are, hereby amended by the addition of a new article to be known as Article III to read as follows:

ARTICLE III. CHARTER AMENDMENT

Sec. 3-1. This Charter may be amended as provided by general law. Commencing with the first regular meeting following September 1, 2013, and every 10 years thereafter the city commission shall appoint a special committee of seven qualified electors of the city to review the city charter and make recommendations to the city commission as to amendments hereto. Nothing herein is intended to preclude the city commission from proposing amendments to this charter at other times or to preclude the city commission from appointing such a special committee at earlier intervals.

Section 24. There shall be placed on the ballot at the next ensuing primary election, August 31, 2004, the following question:

“Shall the Charter Laws of the City be amended by the addition of a new article to provide for the appointment of a Charter

Review Committee by the City Commission?

Yes For Amendment

No, Against Amendment”

Section 25. The primary election of August 31, 2004, is hereby set as special election for the purpose of considering the proposed Charter amendments.

Section 26. If any provisions of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

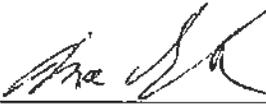
Section 27. Sections 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 25, and 26 hereof shall take effect upon final passage. Sections 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, and 23, severally, shall take effect only upon approval by upon approval by a majority of votes cast in favor of any such section at the Primary Election on August 31, 2004. In the event that approval of any such section shall not receive a majority of votes cast as to such section, then and in that event, such section shall stand repealed. Upon adoption of any such amendment by a majority of the electors voting as to such amendment, the

City Manager shall have said adopted amendments incorporated and codified into the City Charter Laws and shall file the revised Charter with the Florida Department of State as provided by Chapter 166, Florida Statutes, at which time such amendments will take effect.

PASSED by the City Commission of the City of St. Augustine Beach, Florida, upon second Reading this 5th day of April, 2004.

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

ATTEST:



City Manager

By:



Mayor-Commissioner

First reading: March 1, 2004

Second reading: April 5, 2004

Except as identified as proposed new sections or replacement sections, ~~strike throughs~~ represent deletions from existing text and underlining represents additions.

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, AMENDING THE CHARTER LAWS OF THE CITY OF ST. AUGUSTINE BEACH BY THE ADDITION OF A PREAMBLE TO SUCH CHARTER LAWS TO STATE THE REASONS AND INTENT OF THE CHARTER; AMEND SECTION 1-2 OF SUCH CHARTER LAWS TO DELETE THEREFROM THE LEGAL METES AND BOUNDS BOUNDARY DESCRIPTION OF THE CITY OF ST. AUGUSTINE BEACH AND PROVIDE FOR THE LOCATION OF THE LEGAL BOUNDARY DESCRIPTION; AMENDING SECTION 1-3 OF SUCH CHARTER LAWS TO PROVIDE THE CITY OF ST. AUGUSTINE BEACH WITH ALL POWERS UNDER THE CONSTITUTION AND LAWS OF THIS STATE; AMENDING SECTION 1-4 OF SUCH CHARTER LAWS TO PROVIDE THAT NO MEMBER OF THE CITY COMMISSION SHALL BE ELECTED A MAYOR BY THE MEMBERS OF THE CITY COMMISSION TO SERVE MORE THAN TWO CONSECUTIVE TERMS; AMENDING SECTION 1-4 OF SUCH CHARTER LAWS TO PROVIDE THAT ONCE ELECTED, CITY COMMISSIONERS MUST MAINTAIN PHYSICAL RESIDENCY AND VOTER REGISTRATION IN THE CITY THROUGHOUT TERM OF OFFICE, PROVIDING FOR ELECTION OF CITY COMMISSIONER BY THE COMMISSION OR SPECIAL ELECTION IN THE EVENT OF DEATH, RESIGNATION, OR DISQUALIFICATION OF A CITY COMMISSIONER, AND DELETING PROVISIONS FOR THE FORFEITURE OF OFFICE BY A COMMISSIONER; AMENDING SECTION 1-5 OF SUCH CHARTER LAWS PROVIDING ADDITIONAL NOTICE OF SPECIAL MEETINGS, AND ESTABLISHING THAT THE COMMISSION SHALL DETERMINE ITS OWN RULES, ORDER OF BUSINESS, AND KEEP MINUTES OF MEETINGS; AMENDING SECTION 1-5 OF SUCH CHARTER LAWS PROVIDING PROCEDURE FOR EMERGENCY MEETINGS OF THE COMMISSION, REQUIRING AFFIRMATIVE VOTE OF MAJORITY PLUS ONE TO ESTABLISH EMERGENCY IN ORDER TO CONDUCT BUSINESS, PROVIDING THE EMERGENCY MAY BE THE ONLY SUBJECT CONSIDERED, AND PROVIDING AN AFFIRMATIVE TWO-THIRDS (2/3) VOTE OF A QUORUM FOR ALL OTHER ACTIONS AT EMERGENCY MEETING; AMENDING SECTION 1-5 OF SUCH CHARTER LAWS PROHIBITING INTERFERENCE WITH ADMINISTRATION, PROVIDING THE COMMISSION OR ITS MEMBERS SHALL DIRECT AND SUPERVISE OTHER CITY OFFICERS AND EMPLOYEES ONLY THROUGH THE CITY MANAGER; AMENDING SECTION 1-5 OF SUCH CHARTER LAWS TO PROHIBIT THE CITY COMMISSION AND ITS MEMBERS FROM CONTROLLING OR DEMANDING THE APPOINTMENT AND REMOVAL OF ANY CITY ADMINISTRATIVE OFFICER OR EMPLOYEE WHOM THE CITY MANAGER OR ANY SUBORDINATE OF THE CITY MANAGER IS EMPOWERED TO APPOINT; AMENDING SECTION 1-5 OF SUCH CHARTER LAWS TO PROHIBIT THE HOLDING OF OTHER OFFICE OR EMPLOYMENT BY AN ELECTED COMMISSIONER DURING THE TERM FOR WHICH THE COMMISSIONER WAS ELECTED TO THE COMMISSION AND TO PROHIBIT FORMER COMMISSIONERS FROM HOLDING ANY COMPENSATED APPOINTIVE OFFICE OR EMPLOYMENT WITH THE CITY UNTIL ONE YEAR AFTER EXPIRATION OF TERM FOR WHICH MEMBER WAS ELECTED OR APPOINTED TO COMMISSION; AMENDING SECTION 1-6 OF SUCH CHARTER LAWS PROVIDING FOR THE DUTIES AND AUTHORITY OF THE MAYOR-COMMISSIONER; AMENDING SECTION 1-7 OF SUCH CHARTER LAWS TO PROVIDE THAT A COMMISSIONER SHALL FORFEIT OFFICE IF THE COMMISSIONER LACKS ANY QUALIFICATION FOR THE OFFICE, FOR FELONY CONVICTIONS DURING COMMISSIONERS TERM IN OFFICE, AND FOR THREE (3) CONSECUTIVE UNEXCUSED ABSENCES FROM REGULAR MEETINGS; AMENDING SECTION 1-7 OF SUCH CHARTER

LAWS TO PROVIDE THAT A VOTE OF THREE (3) COMMISSIONERS IS REQUIRED TO CONFIRM FORFEITURE OF OFFICE; AMENDING SECTION 1-8 OF SUCH CHARTER LAWS TO PROVIDE THAT THE CURRENT CITY MANAGER MAY ONLY BE REMOVED BY A FOUR-FIFTHS VOTE OF FULL CITY COMMISSION AND UPON RETIREMENT, RESIGNATION, OR REMOVAL OF CURRENT CITY MANAGER, ALL SUBSEQUENT CITY MANAGERS SHALL BE APPOINTED BY A MAJORITY VOTE; AMENDING SECTION 1-8 OF SUCH CHARTER LAWS TO PROVIDE THE RESIDENCY REQUIREMENTS FOR THE CITY MANAGER, TO PROVIDE THE COMMISSION WITH RESPONSIBILITY TO ESTABLISH COMPENSATION FOR THE CITY MANAGER, AND PROVIDING FOR THE DUTIES OF THE CITY MANAGER AS CHIEF EXECUTIVE OFFICER OF THE CITY; AMENDING SECTION 1-8 OF SUCH CHARTER LAWS TO ESTABLISH PROCEDURE FOR CITY MANAGER TO DESIGNATE A CITY OFFICER OR EMPLOYEE TO EXERCISE THE DUTIES AND POWERS OF CITY MANAGER DURING CITY MANAGER'S TEMPORARY ABSENCE AND PROVIDING CITY COMMISSION WITH POWER TO REVOKE DESIGNATION; AMENDING SECTION 1-9 OF SUCH CHARTER LAWS TO DELETE THEREFROM THE POWER OF CITY COMMISSION TO APPOINT CHIEF OF POLICE, VEST APPOINTMENT POWER OF CHIEF OF POLICE TO CITY MANAGER, AND TO PROVIDE FOR REMOVAL OF CHIEF OF POLICE BY CITY MANAGER WITH CONFIRMATION BY MAJORITY VOTE OF FULL CITY COMMISSION; AMENDING THE CHARTER LAWS OF THE CITY BY THE ADDITION OF A NEW SECTION TO BE KNOWN AS SECTION 1-13 TO PROVIDE FOR THE CREATION OF THE POSITION OF CITY CLERK, PROVIDING FOR THE APPOINTMENT AND DUTIES OF SUCH CITY CLERK; AMENDING THE CHARTER LAWS OF THE CITY BY THE ADDITION OF A NEW SECTION TO BE KNOWN AS SECTION 1-14 TO PROVIDE FOR THE CREATION OF THE POSITION OF CITY ATTORNEY, PROVIDING FOR THE QUALIFICATIONS, APPOINTMENT, AND DUTIES OF SUCH CITY ATTORNEY; AMENDING THE CHARTER LAWS OF THE CITY BY THE ADDITION OF A NEW SECTION TO BE KNOWN AS SECTION 1-16 TO PROVIDE LIMITATIONS ON DISPOSITION OF CITY-OWNED PARKS, REQUIRE REFERENDUM FOR ACTIONS TO INCREASE PERMITTED HEIGHT OF BUILDINGS AS ESTABLISHED IN ORDINANCES 07-13, 08-09, 13-08, AND 13-14, LIMIT THE MAXIMUM HEIGHT OF BUILDINGS TO THIRTY-FIVE (35) FEET, AND TO PROVIDE FOR RECONSTRUCTION OF BUILDINGS OVER THIRTY-FIVE (35) FEET IF THE BUILDING IS DESTROYED OR SUBSTANTIALLY DAMAGED BY TERRORIST ACT, FIRE, OR OTHER NATURAL AND DISASTROUS FORCE; AMENDING THE CHARTER LAWS OF THE CITY BY THE ADDITION OF A NEW SECTION TO BE KNOWN AS SECTION 2-7 TO PROVIDE FOR THE RECALL OF ELECTED OFFICIALS AS PROVIDED BY GENERAL LAW; AMENDING THE CHARTER LAWS OF THE CITY BY THE ADDITION OF A NEW SECTION TO BE KNOWN AS SECTION 2-8 TO PROVIDE AUTHORITY AND PROCEDURE FOR CITIZEN REFERENDUM; PROVIDING FOR CONFIRMATION BY ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is authorized by Florida Statutes 166.031 to submit to the electors of the City proposed amendments to its Charter; and

WHEREAS, certain amendments to the Charter have been proposed by the Charter Review Committee appointed by the City Commission; and

WHEREAS, public hearings on the proposed Charter amendments hereinafter described were duly advertised and held by the City Commission of the City of St.

Augustine Beach, and at such hearing interested parties and citizens for and against the proposed amendments were heard;

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

Section 1. The Charter Laws of the City be, and the same are, hereby amended by the addition of a Preamble to read as follows:

Preamble

We the people of the City of St. Augustine Beach, Florida, under the constitution and laws of the United States of America and the State of Florida, in order to provide the benefits of local government responsive to the will and values of our citizens, do hereby adopt this charter to define the powers and structure of our government. By this action, we secure the benefits of home rule and affirm the values of representative democracy, professional management, strong political leadership, citizen participation, and regional cooperation. We believe in an open, responsive government that abides by the highest ethical standards, operates as a careful steward of the human, fiscal, and natural resources of our city; that allows for fair and equitable participation of all persons in the affairs of the city; that provides for transparency, accountability, and ethics in governance; that fosters fiscal responsibility; and that meets the needs of a healthy, progressive city.

Section 2. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 1

Addition of a Preamble.

Shall the Charter Laws of the City be amended by the addition of a preamble to state the reasons and intent of the Charter, ensuring the benefits of home rule and affirm the values of professional management in an open, responsive, accountable, and representative democracy that fosters fiscal responsibility while operating as a careful steward of the human and natural resources of our city?

Yes For Amendment

No Against Amendment

Section 3. Section 1-2 of the Charter Laws be, and the same is, hereby amended to read as follows:

Sec. 1-2. – Boundaries.

The territorial boundaries of the City of St. Augustine Beach shall remain as they exist on the date this amended Charter takes effect, provided that the city shall

have the power to change its boundaries in the manner prescribed by law. A dated description of the boundaries is posted on the city's website, is on file at city hall, and is available to the public. be as follows:

- (a) ~~Beginning at the intersection of the north line of Section 34, Township 7 South, Range 30 East with the mean low water line of the Atlantic Ocean; thence westerly along the north line of said Section 34 to the northwest corner of said Section 34; thence continue westerly along the north line of Section 33, Township 7 South, Range 30 East to its intersection with the west right of way line of State Road S-3; thence southerly along the west right of way line of said State Road S-3 to its intersection with the west right of way line of State Road A-1-A; thence southerly along the west right of way line of State Road A-1-A to its intersection with the westerly projection of the northerly boundary of "St. Augustine By The Sea Subdivision" as recorded in Map Book 8 at Page 94 of the public records of St. Johns County, Florida; thence easterly along said northerly boundary of said "St. Augustine By The Sea Subdivision" to its intersection with the mean low water line of the Atlantic Ocean; thence northerly along the mean low water line of the Atlantic Ocean to the point of beginning, said territory so bounded being situate in St. Johns County, Florida;~~
- (b) ~~The right of way of Pope Road lying eastwardly of State Road 3 and that portion of Anastasia State Recreation Area lying southerly of the north right of way line of Pope Road as extended eastwardly to the waters of the Atlantic Ocean; and~~
- (c) ~~A parcel of land in the north half of Government Lot 5, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, lying westerly of the westerly right of way of State Road A-1-A (a 100 foot right of way) more fully described as follows:~~

~~Commence at the intersection of the south line of the said north half of Government Lot 5 and the said westerly right-of-way line, said point also being the northeast corner of Marshview Estates, as recorded in Map Book 15, Page 30 of the Public Records of said County; thence north 13 degrees 06 minutes 00 seconds west, along said right of way 298.58 feet to the point of beginning; thence continue north 13 degrees 06 minutes 00 seconds west, along said right of way 82.55 feet to the southeast corner of that property described in Official Records Book 1173, Page 1133 of said Public Records; thence north 88 degrees 49 minutes 22 seconds west, along the south line of said property described in Official Records Book 1173, a distance of 300.08 feet; thence south 13 degrees 06 minutes 00 seconds east 82.55 feet; thence south 88 degrees 49 minutes 22 seconds east, 300.08 feet to the point of beginning.~~

~~and~~

~~A parcel of land in the north half of Government Lot 5 and the south 363.42 feet of Government Lot 4, all in Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, lying westerly of State Road A-1-A (a 100-foot right of way), more fully described as follows:~~

~~Commence at the intersection of the south line of said north half of Government Lot 5 and the westerly right of way line of said A-1-A, said point also being the northeast corner of Marshview Estates, as recorded in Map Book 15, Page 30 of the Public Records of said County; thence north 88 degrees 53 minutes 00 seconds west, along said south line, 300.00 feet to the point of beginning; thence continue north 88~~

~~degrees 53 minutes 00 seconds west, along said south line 1396.39 feet; thence north 12 degrees 35 minutes 00 seconds west 992.21 feet to the north line of said south 363.42 feet; thence south 88 degrees 53 minutes 00 seconds east along last said north line, 1387.16 feet to the northwest corner of that property described in Official Records Book 725, Page 846 of said Public Records; thence south 13 degrees 06 minutes 00 seconds east, along the west line, and southerly extension thereof, of those properties described in Official Records Book 725, Page 846, Official Records Book 646, Page 1370, and Official Records Book 1173, Page 1133 of said Public Records, 994.44 feet to the point of beginning.~~

~~(d) — Lots 1 and 2, Block 12, Sunset Park Subdivision, as per Map or Plat thereof recorded in Map Book 8, Page 72 of the Public Records of St. John's County.~~

~~(e) — Commence at the intersection of the south line of the said north half of Government Lot 5 and the said westerly right of way line, said point also being the northeast corner of Marshview Estates as recorded in Map Book 15, Page 30 of the Public Records of said County; thence along said westerly right of way line North 13 Degrees 06 Minutes 00 Seconds West, 298.58 feet to the Point of Beginning; thence North 88 Degrees 49 Minutes 22 Seconds West, 300.08 feet to a point on the east boundary line of Ocean Trace Subdivision as recorded in Map Book 32, Pages 18 and 19 of the Public Records of said County; thence South 13 Degrees 06 Minutes 00 Seconds East along said east boundary line, 296.91 feet to the Southeast corner of said Ocean Trace Subdivision; thence South 88 Degrees 53 Minutes 00 Seconds East along the north boundary line of said Marshview Estates, 124.00 feet; thence North 13 Degrees 06 Minutes 00 Seconds West, 200.00 feet; thence South 88 Degrees 53 Minutes 00 Seconds East, 175.00 feet to a point on the said westerly right of way line; thence North 13 Degrees 06 Minutes 00 Seconds West along said westerly right of way line, 98.58 feet to the Point of Beginning. Containing 1.2 acres more or less and depicted on the map attached as Exhibit 'A.'~~

~~(f) — Parcel 1 (Upland Area). A part of Government Lots 3 and 4, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:~~

~~Commence at the southeastern corner of Lot 2, Block 12, Sunset Park Subdivision as recorded in Map Book 8, Pages 71 and 72 of the public records of St. Johns County, said point being on the westerly right of way of State Road A-1-A and State Road 3; thence south 14 degrees 46 minutes 05 seconds east, along said westerly right of way line, a distance of 984.24 feet; thence south 89 degrees 30 minutes 13 seconds west, departing said right of way, a distance 299.94 feet to the point of beginning of the parcel of land to be described; thence continue south 89 degrees 30 minutes 13 seconds west 262.67 feet; thence north 12 degrees 46 minutes 38 seconds west a distance of 52.41 feet; thence north 01 degree 16 minutes 19 seconds west a distance of 40.83 feet; thence north 00 degrees 39 minutes 26 seconds west a distance of 52.00 feet; thence north 04 degrees 00 minutes 07 seconds west a distance of 38.60 feet; thence north 00 degrees 08 minutes 44 seconds west a distance of 67.40 feet; thence north 00 degrees 24 minutes 39 seconds west a distance of 27.40 feet; thence north 13 degrees 47 minutes 21 seconds west a distance of 12.97 feet; thence south 89 degrees 48 minutes 36 seconds west a distance of 30.76 feet; thence south 89~~

~~degrees 09 minutes 10 seconds west a distance of 64.38 feet; thence north 82 degrees 41 minutes 06 seconds west a distance of 35.35 feet; thence north 84 degrees 45 minutes 03 seconds west a distance of 25.67 feet; thence south 89 degrees 02 minutes 06 seconds west a distance of 496.37 feet; thence south 85 degrees 54 minutes 23 seconds west 20.73 feet; thence south 01 degree 50 minutes 07 seconds east 51.96 feet; thence south 19 degrees 37 minutes 07 seconds east 53.63 feet; thence south 09 degrees 18 minutes 44 seconds east 76.83 feet; thence south 15 degrees 47 minutes 13 seconds east 117.19 feet; thence south 05 degrees 17 minutes 13 seconds east 59.37 feet to the north line of the south 363.42 feet of Government Lots 3 and 4; thence north 89 degrees 28 minutes 41 seconds east, along said north line 900.63 feet; thence north 14 degrees 44 minutes 19 seconds west 60.62 feet to the point of beginning. Containing 5.61 acres, more or less.~~

~~*Parcel 2 (Conservation Land).* A part of Government Lot 3, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:~~

~~Commence at the southeast corner of Lot 2, Block 12, Sunset Park Subdivision as recorded in Map Book 8, Pages 71 and 72 of the public records of St. Johns County, said point being on the westerly right-of-way of State Road A-1-A and State Road 3; run thence south 14 degrees 46 minutes 05 seconds east along said westerly right-of-way line, a distance of 984.24 feet; thence south 80 degrees 30 minutes 13 seconds west, departing said right-of-way, a distance of 562.61 feet; thence north 12 degrees 46 minutes 38 seconds west 52.41 feet; thence north 01 degree 16 minutes 19 seconds west 40.83 feet; thence north 00 degrees 39 minutes 26 seconds west 52.00 feet; thence north 04 degrees 00 minutes 07 seconds west 38.60 feet; thence north 00 degrees 08 minutes 44 seconds west 67.40 feet; thence north 00 degrees 24 minutes 29 seconds west 27.40 feet; thence north 13 degrees 47 minutes 21 seconds west 12.97 feet; thence south 89 degrees 48 minutes 36 seconds west 30.76 feet; thence south 89 degrees 09 minutes 10 seconds west 64.38 feet; thence north 82 degrees 41 minutes 06 seconds west 35.35 feet; thence north 84 degrees 45 minutes 03 seconds west 25.67 feet; thence south 89 degrees 02 minutes 06 seconds west 496.37 feet; to the point of beginning of the parcel of land to be described; thence south 85 degrees 54 minutes 23 seconds west 20.73 feet; thence south 01 degree 50 minutes 07 seconds east 51.96 feet; thence south 19 degrees 37 minutes 07 seconds east 53.63 feet; thence south 09 degrees 18 minutes 44 seconds east 76.83 feet; thence south 15 degrees 47 minutes 13 seconds east 117.19 feet; thence south 05 degrees 17 minutes 13 seconds east 59.37 feet to the north line of the south 363.42 feet of said Government Lot 3; thence south 89 degrees 28 minutes 41 seconds west, along said north line, 405.73 feet; thence north 00 degrees 31 minutes 19 seconds west 59.34 feet; thence north 12 degrees 27 minutes 02 seconds west 33.00 feet to the centerline of the meanderings of a creek; thence easterly and northerly, along said centerline of said creek, 420 feet, more or less, to a point on a line bearing south 89 degrees 02 minutes 06 seconds west from the point of beginning; thence 89 degrees 02 minutes 06 seconds east 141.63 feet to the point of beginning. Containing 1.85 acres, more or less.~~

- ~~(g) Parcel "A". A parcel of land lying in Government Lot 4, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, lying west of State Road No. A-1-A and being more fully described as follows:~~

~~Commence at the intersection of the north boundary of the south 386.42 feet of said Government Lot 4 and the westerly right-of-way line of said State Road A-1-A; thence southeasterly along said right-of-way line 100 feet to the point of beginning; thence continue southeasterly along said right-of-way 200 feet; thence northwesterly along a line parallel with and 300 feet southerly from said north boundary, for a distance of 300 feet; thence northwesterly along a line parallel with and 300 feet westerly from said westerly right-of-way line for a distance of 200 feet; thence southeasterly along a line parallel with and 100 feet southerly from said north boundary a distance of 300 feet to the point of beginning. Less and excepting the west 10 feet of said parcel.~~

~~Parcel "B". A parcel of land lying in Government Lot 4, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, lying west of State Road No. A-1-A and being more fully described as follows:~~

~~Commence at lands now or formerly described in O.R. Book 805, Page 573, public records of St. Johns County, Florida, said point being the point of beginning; thence south 89 degrees 56 minutes 22 seconds west, 300.00 feet; thence south 14 degrees 17 minutes 42 seconds east, 63.40 feet; thence north 89 degrees 56 minutes 22 seconds east, 300.00 feet; thence north 14 degrees 16 minutes 38 seconds west, 63.42 feet to the point of beginning. Less and excepting the west 10 feet of said parcel.~~

- ~~(h) That portion of the following described property lying west of west right-of-way of State Road A-1-A (formerly State Road 3):~~

~~East ¼ of the West ¼ of the SE ¼ and the SE ¼ of SE ¼ of Section 33, Township 7 South, Range 30 East; Northeast ¼ of Northeast ¼ of Section 4, Township 8 South, Range 30 East; and Northwest ¼ of Northwest ¼ of Section 3, Township 8 South, Range 30 East less and except part deeded to FDOT in Official Records Book 789, Page 476, St. Johns County records.~~

- ~~(i) Commence at lands now or formerly described in O.R. Book 805, Page 573, public records of St. Johns County, Florida. Thence south 14 degrees 16 minutes 38 seconds east 63.42 feet to the point of beginning of the herein described parcel of land; thence continue south 14 degrees 16 minutes 38 seconds east 249.89 feet; thence north 90 degrees 00 minutes 00 seconds east 300 feet; thence north 14 degrees 17 minutes 42 seconds west 249.58 feet; thence north 89 degrees 56 minutes 22 seconds east 300.00 feet to the point of beginning.~~

- ~~(j) A portion of the south 363.42 feet of Government Lot 4, Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, lying west of State Road No. A-1-A and being more particularly described as follows:~~

~~Commence and begin at the intersection of the north boundary of said south 363.42 feet of said Government Lot 4 and the west right-of-way line of said State Road No. A-1-A; thence westerly along said north boundary 300 feet; thence southeasterly parallel with and 300 feet distant from the west right-of-way line of said State Road~~

No. A 1 A a distance of 100 feet; thence easterly along a line parallel with and 100 feet distant from said north boundary 300 feet to said west right-of-way line; thence northwesterly along said west right-of-way line, 100 feet to the point of beginning.

(k) ~~Begin at the southwest corner of said Oleander Park; thence run north 01 degree 41 minutes 18 seconds west along the west line of said Oleander Park a distance of 626.56 feet to a point being on the westerly extension of the south right-of-way line, for Florida Avenue; thence run north 88 degrees 27 minutes 04 seconds east along said westerly extension of the southerly right-of-way line for Florida Avenue a distance of 30.00 feet to the northwest corner lot 27, block 3, of said Oleander Park; thence south 08 degrees 52 minutes 47 seconds east a distance of 208.84 feet; thence south 24 degrees 14 minutes 49 seconds east a distance of 162.82 feet; thence south 12 degrees 20 minutes 57 seconds east a distance of 44.55 feet; thence south 22 degrees 07 minutes 51 seconds east a distance of 124.25 feet; thence south 04 degrees 30 minutes 42 seconds west a distance of 106.89 feet to a point on the south line of said Oleander Park; thence south 88 degrees 28 minutes 02 seconds west along the south line of said Oleander Park a distance of 158.65 feet to the point of beginning. Seagrove St. Augustine Beach Unit Eight, Map Book 56, Page 102—107.~~

Section 4. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 2

Boundary of City.

Shall Section 1-2 of the Charter Laws of the City be amended and restated to provide the territorial boundaries of the City of St. Augustine Beach remain as they exist in the official records of the City on the date this amended Charter takes effect and allow the city the power to change its boundaries in the manner prescribed by law?

Yes For Amendment

No Against Amendment

Section 5. Section 1-3 of the Charter Laws be, and the same is, hereby amended to read as follows:

Section 1-3. – Extraterritorial Powers of the City.

The City of St. Augustine Beach shall have all powers possible for a city to have under the constitution and laws of this state as fully and completely as though they were specifically enumerated in this charter. ~~may purchase, lease, receive and hold property, real and personal, without the territorial limits of the City of St. Augustine Beach for any purpose, and may sell, lease or otherwise dispose of said property to the same extent as natural persons may.~~

Section 6. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 3

Powers of City.

Shall Section 1-3 of the Charter Laws of the City be amended to provide the City of St. Augustine Beach with all powers possible for a city to have under the constitution and laws of this state as fully and completely as though they were specifically enumerated in the charter?

Yes For Amendment

No Against Amendment

Section 7. Section 1-4 of the Charter Laws be, and the same is, hereby amended to read as follows:

Section 1-4. – Elective officers

(a) The elective officers of said city shall be five (5) city commissioners, one (1) of whom shall be designated and elected as mayor and one (1) of whom shall be designated as vice-mayor as hereinafter provided.

(b) The mayor and vice-mayor shall be elected by the members of the city commission from their number and the term of office of the mayor and vice-mayor shall be for one (1) year beginning January first of each year and continuing until January first of the succeeding year. Any vacancy in the office of mayor or vice-mayor shall likewise be filled by the city commissioners by the election of one (1) of their number to serve as mayor or vice-mayor, as applicable, for the unexpired term. No member of the commission shall be elected as mayor by the members of the city commission to serve more than two (2) consecutive terms. This subsection shall not be interpreted to preclude a city commissioner from serving as mayor for more than two (2) nonconsecutive terms.

(c) The city commissioners shall have been residents and qualified electors of the City of St. Augustine Beach for a period of one (1) year prior to the date of qualification for election, or appointment to fill a vacancy on the city commission as a result of the death, resignation or disqualification of a city commissioner. Once elected, city commissioners must maintain physical residency and voter registration in the city throughout their terms of office.

(d) In the event of the death, resignation or disqualification of a city commissioner, a successor shall be elected by a majority of remaining members of the city commission within 60 days at the first regular meeting of the city commission after

said vacancy occurs, to serve until the next general election, at which time the electors of the city shall elect a commissioner to serve for the remainder of the unexpired term. In the event that a majority of the remaining members of the commission shall be unable to elect a successor, a special election will be held to fill the vacancy. ~~within sixty (60) days of the occurrence of the vacancy, the vacancy shall be filled by appointment of the Governor.~~

~~(e) — The mayor commissioner shall preside at all meetings of the city commission and shall perform such other duties consistent with his or her office as may be imposed by the commission, and he or she shall have a voice and vote in the proceedings of the city commission, but no veto power. The mayor shall have the authority to issue proclamations, and he or she shall be considered as the official head of the city for ceremonial purposes, and shall be so recognized by the courts for the purpose of serving civil processes, and by the state and federal governments in the exercise of military law. The mayor commissioner shall have no other powers and duties beyond those conferred by this Charter or by the city commission in accordance with provisions of this Charter.~~

(f) All powers of the city shall be vested in the city commission except as otherwise provided by law and this Charter. The city commission shall be responsible for the reasonable exercise of those powers, and shall be required to provide for the performance of all duties and obligations imposed on the city by law.

~~(g) — Forfeiture of office. A commissioner shall forfeit his or her office if the commissioner (1) lacks at any time during his or her term of office any qualification for the office prescribed by this charter or by law, or (2) violates any standard of conduct or code of ethics established by law for public officials. Such forfeiture shall require the affirmative vote of four (4) members of the commission.~~

Section 8. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 4

City Commissioner Residency and Vacancy.

Shall section 1-4 of the Charter Laws of the City be restated and amended to add a requirement that elected city commissioners maintain physical residency and voter registration in the city throughout their terms, and to require vacancies to be filled within 60 days or a special election shall be held?

Yes For Amendment

No Against Amendment

Section 9. Section 1-5 of the Charter Laws be, and the same is, hereby amended to read as follows:

Section 1-5. – Legislative body.

(a) ~~The legislative power of the municipality shall be exercised by the commission herein provided for, and said commission shall be clothed with all powers and duties provided by the statutes of the State of Florida for city commissions and city councils. The city commission shall meet at such times as may be prescribed by ordinance, resolution, or as otherwise permitted by Florida Law, and s-Emergency meetings of said commission may be called upon twenty-four (24) reasonable notice to each member of the commission, and such meetings shall be called by the mayor. The commission shall determine its own rules and order of business and shall keep minutes of its proceedings.~~

In addition, the mayor, or in the mayor's absence or unavailability the vice mayor, may call Emergency Meetings of the commission. The most appropriate and effective notice under the circumstances shall be provided and the method of providing notice recorded in the minutes of the meeting. A vote that the meeting is an emergency shall be the first order of business. The affirmative vote of the majority of the commissioners present plus one shall be necessary to confirm that the meeting is an emergency. Failure to obtain this affirmative vote shall preclude conducting further business at the meeting except adjournment. The only subjects that may be considered at this meeting must relate to the stated emergency. An affirmative vote of two-thirds (2/3) of a quorum shall be necessary for all other actions taken at an emergency meeting.

(b) The affirmative vote of at least three (3) members of the city commission shall be required for the passage of any motion of the city commission as such.

(c) The compensation, if any, of the city commissioners and mayor shall be set by the city commission by ordinance.

(d) Emergency ordinances shall be passed only upon a four-fifths affirmative vote of the city commission as a whole.

Section 10. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 5

Meetings of City Commission.

Shall section 1-5 of the Charter Laws of the City be amended and restated to allow the mayor to call Emergency Meetings of the commission with reasonable notice, require a vote that the meeting is an emergency as the first order of business, and limit the subject of the meeting to the stated emergency?

Yes For Amendment

No Against Amendment

Section 11. Section 1-5 of the Charter Laws be, and the same is, hereby amended by the addition of a new subsection to be known as Section 1-5 (e) to read as follows:

(e) Prohibitions. Interference with administration. Except for the purpose of inquiries and investigations, the commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the commission nor its members shall give orders to any such officer or employee, either publicly or privately.

Appointments and removals. Neither the city commission nor any of its members shall in any manner control or demand the appointment or removal of any city administrative officer or employee whom the city manager or any subordinate of the city manager is empowered to appoint, but the commission may express its views and fully and freely discuss with the city manager anything pertaining to appointment and removal of such officers and employees.

Holding other office. Except where authorized by law, no commissioner shall hold any other elected public office during the term for which the member was elected to the commission. No commissioner shall hold any other city office or employment during the term for which the commissioner was elected to the commission. No former commissioner shall hold any compensated appointive office or employment with the city until one year after the expiration of the term for which the member was elected or appointed to the commission.

Nothing in this section shall be construed to prohibit the commission from selecting any current or former commissioner to represent the city on the governing board of any regional or other governmental agency.

Section 12. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 6

Prohibition against City Commissioner Influence and Conflict of Interest.

Shall section 1-5 of the Charter Laws of the City be amended to limit the city commission from giving orders to City employees, prohibit city commissioners from controlling or demanding the appointment and removal of any city officer or employee, prohibit city commissioners from holding other elected office or other employment during their term and from holding any compensated appointive office or employment with the city for one year after expiration of term?

Yes For Amendment

No Against Amendment

Section 13. Section 1-6 of the Charter Laws be, and the same is, hereby amended to read as follows:

Section 1-6. – Mayor

~~(a) — The mayor shall have power to preserve peace and order and enforce the ordinances of the City of St. Augustine Beach. He shall sign all ordinances passed by the city commission. He shall have the power to exercise any and all powers incident to and usual in the performance of his duties herein prescribed and provided by the laws of the State of Florida. The mayor-commissioner shall preside at all meetings of the city commission and shall perform such other duties consistent with his or her office as may be imposed by the commission, and he or she shall have a voice and vote in the proceedings of the city commission, but no veto power. The mayor shall have the authority to issue proclamations, and he or she shall be so recognized by the courts for the purpose of serving civil processes and by the state and federal governments in the exercise of military law. The mayor, or in the mayor's absence or unavailability the vice mayor, shall sign all ordinances passed by the city commission, but shall have no other powers and duties beyond those conferred by this charter or by the city commission in accordance with provisions of this Charter.~~

~~(c) — No member of the city commission shall be elected as mayor by the members of the city commission to serve more than two (2) consecutive terms. This subsection shall not be interpreted to preclude a city commissioner from serving more than two (2) nonconsecutive terms.~~

Section 14. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 7

Mayoral Powers.

Shall section 1-6 of the Charter Laws of the City be amended and restated to require the mayor-commissioner to preside at all meeting of the city commission, to have a voice and vote at the proceedings of the city commission, but no veto power, to sign all ordinances passed by the city commission, and to limit the powers to those conferred by this charter?

Yes For Amendment

No Against Amendment

Section 15. Section 1-7 of the Charter Laws be, and the same is, hereby amended to read as follows:

~~Section 1-7. Removal of commissioners for unexcused absences~~ Forfeiture of Office

A commissioner shall forfeit that office if the commissioner:

- 1) Fails to meet the qualifications for office; or
- 2) Is convicted of a felony during the commissioner's term in office; or
- 3) Is absent from three (3) consecutive regular meetings of the city commission unless such absence is excused by the commission by motion duly passed, setting forth the reason for such excuse and entered in the minutes of the meeting.

A vote of three (3) members of the city commission is required to confirm forfeiture of office.

~~Absence from three (3) consecutive regular meetings of the city commission of the City of St. Augustine Beach shall operate to vacate the seat of a member unless such absence is excused by the commission by motion duly passed, setting forth the reason for such excuse and entered in the minutes of the meeting.~~

Section 16. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 8

Forfeiture of Office by City Commissioner.

Shall section 1-7 of the Charter Laws of the City be deleted and restated to provide that a commissioner, upon the affirmative vote of three members of the city commission shall forfeit office if the commissioner fails to meet qualifications, is convicted of a felony during the commissioner's term, or if the commissioner has three consecutive unexcused absences from regular meetings?

Yes For Amendment

No Against Amendment

Section 17. Section 1-8 of the Charter Laws be, and the same is, hereby amended to read as follows:

Section 1-8. – City manager.

The city manager shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications as determined by the city commission. The current city manager at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current city manager, all subsequent city managers shall be appointed or removed by a majority vote. The city manager shall be appointed by a vote of four fifths of the full city commission for an indefinite term, and may be removed at any time by a majority ~~four-fifths~~ vote of the full commission, ~~subject to~~

~~at least sixty days' notice or sixty days' severance pay.~~ Action ~~by the city commission~~ to remove the city manager shall be considered final, and the manager shall have no vested rights in his or her office other than those specifically provided in this Charter ~~or by contract~~. Notwithstanding the action taken by the city commission to remove the manager, the city commission shall hold a public hearing if so requested in writing by the manager. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the city manager.

The city manager need not be a resident of the city at the time of appointment. Within six months of appointment, the city manager shall reside in the city unless the city commission waives this requirement. The manager's compensation shall be fixed by the city commission. Such compensation shall not be reduced during the manager's tenure except as a part of a general salary cutback applicable to all city employees.

The city manager shall be the chief executive officer of the city, responsible to the city commission 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.

~~The rights, powers, duties and functions of city tax collector and city tax assessor be, and the same are hereby, vested in the city manager, who shall be appointed by the city commission, and who shall serve at the pleasure of the city commission, and who shall under the supervision of the city commission direct and have within his custody and control the records and the tax system of the city, and said city manager shall issue all warrants for the payment of money by the city, shall keep an accurate account of all taxes and assessments, of all moneys due to, and of all receipts and disbursements made by the city, and said city manager shall furnish the city commission at any time such reports, data and information as may be necessary to fully inform the latter as to the financial affairs of the city, furnishing them such estimates of the expenses of the city government as may be necessary to form the basis of the annual budget, and to determine the revenue to be raised annually. No contract made in behalf of the city or to which the city is a party shall be valid unless countersigned by the city manager, and he shall keep regular books of account, in which shall be entered all indebtedness of the city, and which shall at all times show the financial condition of the city, the amount of the bonds, certificates or other evidences of indebtedness outstanding, and he shall countersign all bonds, certificates or other evidences of indebtedness of the city and keep an accurate account thereof.~~

~~The city manager shall attend all meetings of the city commission, and he shall keep a journal of its proceedings. He shall be the custodian of the seal of the city and all records and papers of a general character pertaining to the affairs of the city.~~

~~The city manager shall be ex-officio assessor and collector of taxes for the city. He shall receive and collect all moneys belonging to the city, including taxes, license money, fines and incomes from all other sources, depositing same in the city depository, and he shall perform such other duties as may be required by ordinance or resolution of the city commission, as well as such as may be required of city clerks,~~

~~and by the general laws of the State of Florida applicable to municipalities. His compensation shall be fixed by the city commission. Such compensation shall not be reduced during his tenure except as a part of a general salary cutback applicable to all city employees.~~

~~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. The commission and its members shall deal with the administrative service solely through the city manager and neither the commission nor any member thereof shall give orders to, nor make requests of any of the subordinates of the city manager, either publicly or privately. Provided, however, nothing herein shall be taken or construed as a criminal violation or to prohibit the commission or any member thereof from making requests for information only from any of the subordinates of the city manager or the city's administrative service.~~

Section 18. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 9

City Manager Selection and Powers.

Shall section 1-7 of the Charter Laws of the City be amended and restated to require future city managers may be appointed or removed by a majority vote, the compensation of the city manager shall be fixed by the commission, establish the city manager as the chief executive officer, provide for the duties of the city manager, and to create a waiver of the in-City residency requirement?

Yes For Amendment

No Against Amendment

Section 19. Section 1-8 of the Charter Laws be, and the same is, hereby amended by the addition of a new subsection to be known as Section 1-8 (a) to read as follows:

(a.) 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.

Section 20. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 10

Acting City Manager.

Shall section 1-8 of the Charter Laws of the City be amended to provide that the city manager shall designate a city officer or employee to exercise the powers and perform the duties of the city manager during the manager’s temporary absence or disability and providing that the city commission during such absence may designate another as acting city manager?

Yes For Amendment

No Against Amendment

Section 21. The Charter Laws of the City be, and the same are, hereby amended by the addition of Section 1-13 to read as follows:

Sec. 1-13. - City Clerk

The city manager shall appoint an officer of the city who shall have the title city clerk. The city clerk shall be the custodian of all city commission records, shall give notice of commission meetings to its members and the public, shall keep minutes of its proceedings, and perform such other duties as prescribed by law, by this charter, or by direction of the city manager.

Section 22. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 11

City Clerk.

Shall the Charter Laws of the City be amended by the addition of section 1-13 to provide that the city manager shall appoint a city clerk and provide that the city clerk shall be the custodian of all city commission records, shall give notice of commission meetings, and shall keep minutes of city commission proceedings?

Yes For Amendment

No Against Amendment

Section 23. The Charter Laws of the City be, and the same are, hereby amended by the addition of Section 1-14 to read as follows:

Sec. 1-14. – City Attorney

There shall be a city attorney appointed by the city commission. The current city attorney at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current city attorney, all subsequent city attorneys shall be appointed or removed by a majority vote. The city attorney shall be a member of the Florida Bar and shall be appointed and may be removed by a majority vote of the full city commission. The attorney shall serve as the chief legal adviser to the commission, the city manager, and all city departments, offices and agencies; shall represent the city in legal proceedings; and, shall perform any other duties prescribed by state law, by this charter, by ordinance, or as otherwise assigned by the city commission.

Section 24. There shall be placed on the ballot at the next ensuing primary election, August 26, 2014, the following question:

PROPOSITION 12

City Attorney.

Shall the Charter Laws of the City be amended by the addition of section 1-14 that the city commission shall appoint a city attorney who shall be a member of the Florida Bar to serve as chief legal adviser, represent the city in legal proceedings, and providing the current city attorney be removed by four-fifths vote and future city attorneys be appointed or removed by three-fifths vote of the city commission?

Yes For Amendment

No Against Amendment

Section 25. Section 1-9 of the Charter Laws be, and the same is, hereby amended to read as follows:

Sec. 1-9. - Law enforcement.

There shall be a chief of police, who shall be appointed by the ~~city commission~~ city manager and confirmed by a majority vote of the full city commission. The current chief of police at the time of adoption of this amendment may only be removed by a four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current chief of police, all subsequent chiefs of police shall be appointed or removed by a majority vote. The chief shall be under the direction of the city manager and shall be removed from office by the manager with a majority vote of the full city commission confirming this action, and there may be such police officers

~~as may from time to time be determined by the city commission to be necessary. The police officers shall be appointed by the chief of police. Subject to the removal of the chief of police as provided in the next paragraph, said chief of police shall serve at the pleasure of the city commission.~~

~~The chief of police shall be chosen on the basis of professional training, executive and administrative experience, and other qualifications. The chief of police shall be appointed by a vote of four-fifths of the full city commission for an indefinite term, and may be removed at any time by four-fifths vote of the full commission, subject to at least sixty days' notice or sixty days' severance pay. Action by the city commission to remove the chief of police shall be considered final, and the chief shall have no vested rights in his or her office other than those specifically provided in this charter. Notwithstanding the action taken by the city commission to remove the chief, the city commission shall hold a public hearing if so requested in writing by the chief. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the chief of police.~~

~~The chief of police shall be the head of the law enforcement department. He, shall attend the meetings of the city commission, and perform such other duties as may be required by this Charter, by the laws and ordinances of the city or by the city commission city manager.~~

Section 26. There shall be placed on the ballot at the next ensuing general election, November 4, 2014, the following question:

GENERAL BALLOT PROPOSITION 1

Chief of Police Appointment and Removal by City Manager.

Shall section 1-9 of the Charter Laws of the City be amended and restated to provide that the chief of police shall be appointed by the city manager, rather than the city commission, to provide for confirmation or removal of the chief by a majority vote of the full commission, and to provide that the chief shall be under the direction of the city manager?

Yes For Amendment

No Against Amendment

Section 27. The Charter Laws of the City be, and the same are, hereby amended by the addition of Section 1-16(a) to read as follows:

Sec. 1-16. – Limitations

(a) All city-owned parks within the city limits of St. Augustine Beach may not be sold, leased, traded, or given away absent the passage by an affirmative vote of

four fifths (4/5) of the city commission and approval by the electorate, or by a vote of the electorate through initiative as provided for in Article II Sec. 2-8.

Section 28. There shall be placed on the ballot at the next ensuing general election, November 4, 2014, the following question:

GENERAL BALLOT PROPOSITION 2

Preservation of City Parks.

Shall the Charter Laws of the City be amended by the addition of section 1-16(a) to provide limitations on the disposition of city-owned parks to require an affirmative vote of four fifths (4/5) of the city commission and approval by the electorate?

Yes For Amendment

No Against Amendment

Section 29. The Charter Laws of the City be, and the same are, hereby amended by the addition of Section 1-16(b) to read as follows:

Sec. 1-16. – Limitations

(b) Actions to increase the permitted height of a building or buildings as established in the following ordinances: 07-13, 08-09, 13-08, 13-14, as may be amended to comply with State and Federal Law, may be taken by the city only by ordinance approved by a majority of qualified city electors at the next general election or a special election called for such purpose.

1. Buildings and structures within the City of St. Augustine Beach, Florida, shall be limited to a maximum height of thirty-five (35) feet. Height shall be measured in accordance with the provisions of the City's Land Development Regulations.
 - a. The thirty-five (35) feet height limitation shall not apply to architectural features or any roof structures for housing elevators, stairways, tanks, mechanical equipment, ventilating fans, solar energy collectors, or similar equipment, nor to church spires, steeples, belfries, cupolas, domes, monuments, water towers, skylights, flag poles, vents, or similar structures, which may be erected above the height limit, nor to fire or parapet walls, provided, however that such features and items shall not extend more than ten (10) feet above the structure.
 - b. Items or structural elements required by other state laws or the Federal Telecommunications Act shall not be included in determining building height.

2. If an existing building over thirty-five (35) feet is destroyed or substantially damaged by terrorist attack, accidental fire, or natural and disastrous force, such building may be built back up (reconstructed):
 - a. Within its pre-disaster footprint; and
 - b. Within the three-dimensional envelope of the area of the pre-disaster building; and
 - c. Up to its pre-disaster gross square footage; and
 - d. Up to the same number of dwelling units or commercial square footage (or combination thereof) and pre-disaster floor area ratio, but elevated above the base flood elevations required by federal flood regulations, state regulations or City Code; and
 - e. Conforming in all other respects to City Code, the Florida Building Code, other federal and state regulations, and state coastal construction control lines in effect at the time the substantially damaged building is built back (reconstructed).

Section 30. There shall be placed on the ballot at the next ensuing general election, November 4, 2014, the following question:

GENERAL BALLOT PROPOSITION 3

Imposing Height Limitation on Buildings and Structures.

Shall the Charter Laws of the City be amended by the addition of section 1-16(b) to provide limitations on actions to increase the height of buildings, to provide a maximum building height of thirty-five (35) feet, allow for architectural features up to an addition ten (10) feet, and to provide for reconstruction of buildings over thirty-five feet if destroyed, subject to the limitations of the structure's pre-disaster three-dimensional envelope?

 Yes For Amendment

 No Against Amendment

Section 31. The Charter Laws of the City be, and the same are, hereby amended by the addition of Section 2-7 to read as follows:

Sec. 2-7. - Recall of elected officials.

Recall of elected officials shall be as provided by general law.

Section 32. There shall be placed on the ballot at the next ensuing general election, November 4, 2014, the following question:

GENERAL BALLOT PROPOSITION 4

Recall of Elected Officials.

Shall the Charter Laws of the City be amended by the addition of section 2-7 to provide for the recall of elected officials as provided by general law?

Yes For Amendment

No Against Amendment

Section 33. Section 2-8 of the Charter Laws be, and the same is, hereby amended by the addition of a new section to be known as Section 2-8 to read as follows:

Sec. 2-8. – General Authority for Citizen Referendum

1. Citizen Referendum. The registered voters of the city shall have power to require reconsideration by the commission of any adopted ordinance and, if the commission fails to repeal an ordinance so reconsidered, to approve or reject it at a city election, but such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of city officers or employees.
2. Commencement of Proceeding; Petitioners' Committee; Affidavit. Any five (5) registered voters may commence initiative or citizen referendum proceedings by filing with the city clerk an affidavit stating they will constitute the petitioners' committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered.
3. Petitions.
 - a. Number of Signatures. Initiative and citizen referendum petitions must be signed by registered voters of the city equal in number to at least ten percent (10%) of the total number of registered voters at the last regular city election.
 - b. Form and Content. All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. Each signature shall be executed in ink or indelible pencil and shall be followed by the address of the person signing. Initiative and citizen referendum petitions shall contain or have attached thereto throughout their circulation, the full text of the ordinance proposed or sought to be reconsidered.
 - c. Affidavit of Circulator. Each paper of a petition shall have attached to it when filed, an affidavit executed by the person circulating it stating that he

or she personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in his or her presence, that he or she believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance proposed or sought to be reconsidered.

- d. Time for Filing Referendum Petitions. Referendum petitions must be filed with the city clerk within forty-five (45) days after adoption by the city commission of the ordinance sought to be reconsidered.

4. Procedure after Filing.

- a. Certificate of Clerk; Amendment. Within twenty (20) days after the petition is filed, the city clerk shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the petitioners' committee by registered mail. A petition certified insufficient for lack of the required number of valid signatures may be amended once if the petitioners' committee files a notice of intention to amend it with the clerk within two (2) days after receiving the copy of his or her certificate and files a supplementary petition upon additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of paragraphs (2) and (3) of Section 2-8 (b.) above, and within five (5) days after it is filed, the clerk shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the petitioners' committee by registered mail as in the case of an original petition. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the petitioners' committee does not elect to amend or request commission review under paragraph (2) of this subsection within the time required, the clerk shall promptly present his or her certificate to the commission and the certificate shall then be a final determination as to the sufficiency of the petition.
- b. Commission Review. If a petition has been certified insufficient and the petitioners' committee does not file notice of intention to amend it or if an amended petition has been certified insufficient, the committee may, within two (2) days after receiving the copy of such certificate, file a request that it be reviewed by the commission. The commission shall review the certificate at its next meeting following the filing of such request and approve or disapprove it, and the commissions' determination shall then be a final determination as to the sufficiency of the petition.
- c. Court Review; New Petition. A final determination as to the sufficiency of a petition shall be subject to court review. A final determination of insufficiency even if sustained upon court review, shall not prejudice the filing of a new petition for the same purpose.

5. Referendum Petitions; Suspension of Effect of Ordinance.

When a referendum petition is filed with the city clerk, the ordinance sought to be reconsidered shall be suspended from taking effect. Such suspension shall terminate when:

- (1) There is a final determination of insufficiency of the petition or;
- (2) The petitioners' committee withdraws the petition, or;
- (3) The commission repeals the ordinance; or
- (4) Forty-five (45) days have elapsed after a vote of the city on the ordinance.

6. Actions on Petitions.

- a. Action by Commission. When referendum petition has been finally determined sufficient, the commission shall promptly reconsider the referred ordinance by voting its repeal. If the commission fails to repeal the referred ordinance within sixty (60) days after the date the petition was finally determined sufficient, it shall submit the referred ordinance to the voters of the city.
- b. Submission to Voters of Referred Ordinances. The vote of the city on a referred ordinance shall be held not less than thirty (30) days and not later than one year from the date of the final commission vote thereon. If no regular city election is to be held within the period prescribed in this subsection, the commission shall provide for a special election; otherwise, the vote shall be held at the same time as such regular election, except that the commission may in its discretion provide for a special election at an earlier date within the prescribed period. Copies of the proposed or referred ordinance shall be made available at the polls.
- c. Withdrawal of Petitions. A referendum petition may be withdrawn at any time prior to the fifteenth day preceding the day scheduled for a vote of the city by filing with the city clerk a request for withdrawal signed by at least two-thirds of the petitioners' committee. Upon the filing of such request, the petition shall have no further force or effect and all proceedings thereon shall be terminated.

7. Results of Election.

- a. Referendum. If a majority of the registered voters on a referred ordinance vote against it, it shall be considered repealed upon certification of the election results.

Section 34. There shall be placed on the ballot at the next ensuing general election, November 4, 2014, the following question:

GENERAL BALLOT PROPOSITION 5

Establishing Citizen Referendum.

Shall the Charter Laws of the City be amended by the addition of section 1-13 to provide registered voters of the city with the power of citizen referendum and to establish the procedures and requirements for filing, reviewing, and taking action on citizen referendums?

Yes For Amendment

No Against Amendment

Section 35. Confirmation by Referendum Vote. Should any of the above Sections 1 through 34 not be confirmed by referendum ballot during the 2014 primary or general elections, then said Section or Sections of this Ordinance shall be null and void and the corresponding Section of the City Charter shall remain as it was prior to the adoption of this Ordinance.

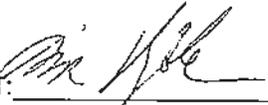
Section 36. Other Charter Sections Unchanged. Any section or sections of the Charter of the City of St. Augustine Beach not specifically modified herein shall survive in full force and effect and remain unchanged unless a conflict arises in which case the Charter shall control.

Section 37. Severability. If any phrase, clause, sentence, subsection, section, or provision of this Ordinance is held to be invalid, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid, or unconstitutional the remaining phrases, clauses, subsections, or provisions of this Ordinance.

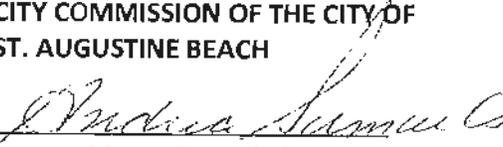
Section 38. Codification. Other than Sections 1 through 34 hereof, this Ordinance shall not be codified, but a copy of this Ordinance shall be maintained in the offices of the City Manager.

Section 39. Effective Date. This ordinance shall take effect immediately following passage.

PASSED by the City Commission of the City of St. Augustine Beach, Florida, upon Second Reading this 9th day of June 2014.

ATTEST: 

City Manager

CITY COMMISSION OF THE CITY OF
ST. AUGUSTINE BEACH
By: 

Mayor-Commissioner

First reading: May 5, 2014
Second reading: June 9, 2014

ORDINANCE NO: 14-08

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, CONCERNING ORDINANCE 14-01, WHICH AMENDED THE CHARTER LAWS OF THE CITY OF ST. AUGUSTINE BEACH SUBJECT TO REFERENDUM VOTE; CLARIFYING THE AMENDMENT CONCERNING SECTION 1-5 (e) OF SUCH CHARTER LAWS CONCERNING HOLDING OF OTHER OFFICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is authorized by Florida Statutes 166.031 to submit to the electors of the City proposed amendments to its Charter; and

WHEREAS, the City Commission adopted Ordinance No. 2014-01 proposing certain amendments to the Charter which were passed by vote of the electors on August 4, 2014; and

WHEREAS, the City Commission desires to confirm the intent of Proposition 6, concerning Holding Other Office;

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

Section 1. The intent of Section 1-5 (e) of the Charter Laws concerning "Holding other office" was to prevent a City Commissioner from holding any other position with the City of St. Augustine Beach, Florida, during the term for which the City Commissioner was elected to the City Commission. No part of this language was intended to prohibit a City Commission from holding other employment in the private sector. While PROPOSITION 6, Prohibition against City Commissioner Influence and Conflict of Interest, addressed this issue, the Proposition did not contain the entirety of Ordinance No. 2014-01, and, therefore, this Ordinance is intended to make a clear record of the City Commission's intent.

Section 2. Severability. If any phrase, clause, sentence, subsection, section, or provision of this Ordinance is held to be invalid, or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid, or unconstitutional the remaining phrases, clauses, subsections, or provisions of this Ordinance.

Section 3. Codification. This Ordinance shall not be codified, but a copy of this Ordinance shall be maintained in the offices of the City Manager.

Section 4. Effective Date. This ordinance shall take effect immediately following passage.

PASSED by the City Commission of the City of St. Augustine Beach, Florida, this 10th day of November, 2014.

ATTEST:


City Manager

First reading: October 6, 2014

Second reading: November 10, 2014

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

By: 
Mayor-Commissioner

RESOLUTION 03-19

CITY OF ST. AUGUSTINE BEACH
ST. JOHNS COUNTY
FLORIDA

RE: TO PROVIDE RULES FOR CHARTER
REVIEW COMMITTEE

The City Commission of St. Augustine Beach, St. Johns County, Florida, in regular meeting duly assembled on Monday, June 2, 2003, resolves as follows:

WHEREAS, the City's original Charter was adopted in 1959 as part of a special act by the Florida Legislature which established the-then Town of St. Augustine Beach; and

WHEREAS, the City's Charter has from time to time been amended, but has not since the City's founding had a systematic review; and

WHEREAS, the City Commission has appointed a Charter Review Committee composed of seven City residents; and

WHEREAS, this Committee has been charged with providing recommended changes to the City's Charter by March 15, 2004, so that the Commission will have adequate time to do its review of the proposed changes and have the language for the proposed changes adopted and sent to the Supervisor of Elections to be put on the ballot for the November, 2004, general election.

NOW, THEREFORE, BE IT RESOLVED, that the City Commission of the City of St. Augustine Beach, St. Johns County, Florida does hereby adopt the following rules for the Charter Review Committee:

1. The Committee shall be composed of 7 members, all of whom must be residents of the City of St. Augustine Beach.
2. Should any vacancy occur on the Committee, it shall be filled by application and a majority vote of the City Commission.
3. The Committee is to elect its own Chairman and Vice Chairman.
4. The Committee must follow the State's Sunshine and Open Records Laws, and no business of the Committee can be discussed by its members except at duly advertised public meetings for which minutes are to be kept.
5. The City Manager's Office shall provide staff support for the Committee.
6. The Committee shall review only those sections of the City Charter that the Commission directs are to be reviewed.

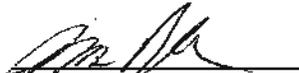
7. Every other month the Committee's Chairman or Vice Chairman shall present to the Commission at its regular meeting a report and summary to date of the Committee's work and suggested Charter changes; and the Commission shall provide guidance to the Committee.
8. The Committee shall complete its review of the City Charter by March 15, 2004, and shall provide all its recommended Charter changes by that date. In the event the Committee is unable to complete its review by March 15, 2004, the Commission itself shall complete the review of the Charter.

RESOLVED AND DONE, this 2nd day of June, 2003, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.



Mayor - Commissioner

ATTEST:



City Manager

RESOLUTION 13-05

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

**RE: ESTABLISHING THE 2013 CITY
CHARTER REVIEW COMMITTEE/
APPOINTING MEMBERS OF THE
COMMITTEE; SETTING A TIME PERIOD
FOR REVIEW AND PROVIDING DIRECTION.**

The City Commission of St. Augustine Beach, St. Johns County, Florida, in a regular meeting duly assembled on Monday, June 3, 2013 resolves as follows:

WHEREAS the City Charter for the City of St. Augustine Beach provides for a Charter Review in 2013 to be conducted by a Charter Review Committee, the members of which are to be appointed by the City Commission in accordance with the following:

This Charter may be amended as provided by general law. Commencing with the first regular meeting following September 1, 2013, and every ten (10) years thereafter the city commission shall appoint a special committee of seven (7) qualified electors of the city to review the City Charter and make recommendations to the city commission as to amendments hereto. Nothing herein is intended to preclude the city commission from proposing amendments to this Charter at other times or to preclude the city commission from appointing such a special committee at earlier intervals.

WHEREAS the City Commission desires to establish a 2013 Charter Review Committee early so that amendments to the City Charter, if any, can be scheduled for the primary or general elections in 2014;

WHEREAS the City Commission desires to have the Charter Review Committee Members representative of the diversity of the City and reflective of the elected officials of the City;

WHEREAS the City Commission has determined to have each of the five (5) City Commissioners nominate a proposed member to the Charter Review Committee and then select two (2) additional members as a group.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, IN REGULAR SESSION ASSEMBLED:

1. The above recitals are hereby adopted and incorporated herein as findings of fact.
2. The following persons are hereby appointed to the 2013 Charter Review Committee of the City of St. Augustine Beach:

Commissioner:

S. Gary Snodgrass

Richard O'Brien

Andrea Samuels

Undine Pawlowski

Brud Helhoski

City Commission:

Charter Review Members:

Henry Dean

Nick Binder

Ron Brown

Len Weeks

Edward George

Michael Aulicino

Grace Guido

Alternate Members:

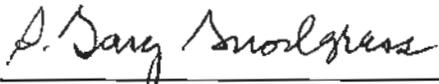
1st Nancy Nevacoff

2nd Robert Rousseau

3. Members of the Charter Review Committee were registered voters in the City at the time of appointment. By accepting the appointment, the individual members do so without compensation.
4. The Alternate Members of the Charter Review Committee were registered voters at the time of appointment. Alternates are authorized to attend the Charter Review Committee meetings and participate as any other member of the public. Should any regular Member be absent from a meeting or not be able to continue to serve as a Member of the Charter Review Committee, the 1st Alternate Member may take the place of said Member for that meeting or permanently, as the case may be and after confirmation of the City Manager. In the absence of the 1st Alternate Member or should the 1st Alternate Member be seated as a regular Member, the 2nd Alternate Member may assume the role of the 1st Alternate Member.
5. The Charter Review Committee shall be formed for not longer than nine (9) months from the date of this Resolution.

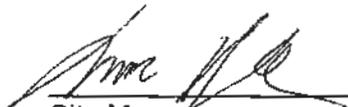
6. At the first meeting of the Charter Review Committee, the Committee will determine its procedures and establish a schedule of meetings. The Charter review will be a facilitated process using consensus decision making. The Committee will not have a chairman and vice chairman. Ms. Marilyn Crotty, of the Florida Institute of Government at the University of Central Florida, will serve as the facilitator.
7. The Charter Review Committee is encouraged to follow the manner in which the City Commission conducts its meetings, including maintaining a professional decorum and always giving public speakers opportunity to comment and for individual Members to be recognized and given the floor to express their ideas and opinions so as to encourage, promote and facilitate productive debate that thoroughly fleshes out the issues and embraces diversity of ideas.
8. **The Members are reminded that the Florida in the Sunshine Law, F.S. Chapter 286, applies to their meetings and their actions.** All meetings of the Charter Review Committee shall be public meetings which shall be noticed in advance and shall be open to attendance by the public. Written minutes shall be kept of all meetings. All meetings shall take place at City Hall.

RESOLVED AND DONE, this 17th day of June, 2013, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.



Mayor - Commissioner

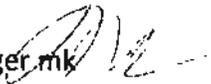
ATTEST:



City Manager

MEMORANDUM

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

FROM: Max Royle, City Manager 

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.

Excerpt from the minutes of the February 6, 2023, regular Commission minutes

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

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 _____ ÷ 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 _____



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 cursive script that reads "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 rescue training has been implemented due to the frequent number of water entries 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 enforcement.

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	Narcans	\$12,000
	DOJ Jag C Grant	Beach ATV	\$13,000
	FMIT Safety Grant	Storage/Rescue Gear/Eye Pro	\$3,509
2023	ODMap Grant	Narcans	\$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 2021 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

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 Sherriff'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:

--

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

Empty box for 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, 12-4-89; 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
SEPTEMBER 11, 2023**

CODE ENFORCEMENT/BUILDING/ZONING

Please see pages 1-11.

COMPREHENSIVE PLANNING AND ZONING BOARD

The minutes of the Board's July 18, 2023, meeting are attached as pages 12-24.

SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE

The minutes of the Committee's June 8 and July 13, 2023, meetings are attached as pages 25-54. The Committee did not meet in August because it lacked a quorum.

POLICE DEPARTMENT

Please see page 55.

FINANCE DEPARTMENT

Please see page 56. An update of spending from American Rescue Plan Act money is attached as pages 56A and 56B.

PUBLIC WORKS/ENGINEERING DEPARTMENT

Please see pages 57-62.

CITY MANAGER

1. Complaints

A. Parking

A resident asked that a No Parking sign be put at the northeast corner of 3rd Street and 2nd Avenue because of parked vehicles on 3rd blocking the view of drivers.

B. A Street Shower

The report that it was not working was forwarded by the County Beach Services Department, which owns the shower.

C. Weeds at the Bocce Courts

The courts are on City property near the former city hall. A resident asked that the weeds in the courts be removed. As there no longer is a club that maintains the courts, his request was forwarded to the Public Works Department.

2. Major Projects

A. Road/Sidewalk Improvements

1) Opening 2nd Street West of 2nd Avenue

For an update, please see page 59 (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. Ms. Jason Harrah of the U.S. Army Corps of Engineers gave a project update report to the City Commission at their 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. Once the County Utility Department has approved the water and sewer connections, the restrooms can be opened to the public.

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 5, 2023, 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. In response to the Manager's letter, the Florida Communities Trust has indicated it would consider having the Park's focus changed from recreation to conservation, pending review of information that it requested the City send to it.

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. July 2023 is the tenth month of FY 23. As of that date, the City had received \$8,041,263 for the General Fund, or 76.2% of the total projected to be received from the entire fiscal year, and had spent \$6,953,435, or 65.9% of the projected expenditures. The surplus of revenues over expenditures was \$1,087,828. As of July 31, 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. This was the same amount as the city had received by June 30, 2023, which means that the City won't receive any money from property taxes during the remaining two months. The current surplus of revenues over expenditures provides a cushion for the remaining months of the fiscal year. Expenditures will increase during the next two months as projects are completed and outstanding purchase orders are paid before the end of the fiscal year on September 30th.

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. The City now is advertising a Request for Qualifications to find the consultant who can do the study.

C. Fiscal Year 2024

It will begin on October 1, 2023, and end on September 30, 2024. At a special meeting on July 31, 2023, the City Commission reviewed the proposed budget prepared by City staff, set the tentative general fund property tax millage at 2.5324 mills and the debt fund millage at 0.30 mills. The Commission will hold a public hearing on the millage and budget at a special meeting on Monday, September 11, 2023, starting at 5 p.m.

4. Miscellaneous

A. Permits for Upcoming Events

D

In July and August, 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) Houseman/Herlinger Beach Day, August 10th; d) Gabe's Grom Competition, August 26th; e) Pups and Sups Dog Surfing Contest, September 30th; f) 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; g) Florida Board Riders Contest, January 13, 2024.

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
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
5018	507 F ST	P2201176	SFR-D	6/15/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
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
5587	14 6TH ST	P2300483	SFR-D	2/2/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
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
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
7354	619 OLD BEACH RD	P2301329	SFR-D	7/26/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7568	129 14TH ST	P2301338	SFR-D	7/21/2023	NEW SINGLE FAMILY RESIDENCE-BUILDINGOLD PERMIT : P2101217 - 3176	RES

- 1 -

COSAB FY'23 TREE INSPECTIONS

Application Id	Property Location	Building Code 1	Issue Date	Description
6216	402 B ST	TREE	10/13/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6389	134 13TH ST	TREE	11/21/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6404	6 MICKLER BLVD	TREE	11/17/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6587	202 AZALEA AVE	TREE	1/9/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
6763	609 MARIPOSA ST	TREE	2/14/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7203	4 N TRIDENT PL	TREE	5/4/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7204	6 N TRIDENT PL	TREE	5/4/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7288	508 WEEPING WILLOW LN	TREE	5/19/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7367	10 COQUINA BLVD	TREE	6/12/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7482	471 HIGH TIDE DR	TREE	7/6/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7550	50 OCEAN CT	TREE	7/28/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7579	78 WILLOW DR	TREE	7/24/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7657	10 LEE DR	TREE	8/15/2023	RESIDENTIAL-TREE REMOVAL INSPECTION

Totals

Application Id Range: First to Last

Issue Date Range: 10/01/22 to 08/24/23

Application Date Range: First to 08/24/23

Building Code Range: TREE to TREE

Work Type Range: First to Last

Customer Range: First to Last

Waived Fee Status to Include: None: Y

Expiration Date Range: First to 09/13/25

Use Type Range: First to Last

Contractor Range: First to Last

User Code Range: First to Last

Void: N

Inc Permits With Permit No: Yes

All: Y

User Selected: Y

Applied For: N Open: Y

Hold: N

Completed: Y

Denied: N

Inc Permits With Certificate: Yes

Range: First to Last
 Violation Date Range: 10/01/22 to 08/24/23
 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.

Created	Modified	Note
08/23/23	08/23/23	8/14/23 Email received from James Whitehouse of St. Johns Law Group informing us he is representing the owners of 2040 A1A South to bring sign into compliance. See attachment.
08/23/23	08/23/23	08/10/23 Email received from Taylor,Englis, Duma LLP inquiring about code violation for the former wendy's at 2040 A1A South.
07/17/23	07/17/23	Received signature for certified letter regarding notice of violation.
07/11/23	07/11/23	Certified letter sent in reference to Wendy's Restaurant sign out of compliance due to business is no longer in operation. Note, there was a hold on this violation while awaiting final St. Augustine Beach Commission ruling on signs.
03/13/23	03/13/23	Certified letter addressing sign to be removed by or before 04/10/23.
03/13/23	03/13/23	Certified letter sent requesting removal of previous Wendy's fast food sign. Establishment has been closed/vacant for several months.

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.

Created	Modified	Note
08/07/23	08/07/23	Certified letter, order of notice to comply returned not signed.
07/31/23	07/31/23	Attorney whitehouse submitted variance application for the detached structure, and vesting determination for the driveway.
07/18/23	07/18/23	Notice of order to comply sent certified mail and hand delivered to homeowner (placed in door jam, see attachment) for removal of the carport and the secondary driveway by 08/01/2023.

- 07/17/23 07/17/23 Code Enforcement spoke with Attorney Whitehouse regarding the progress of application for variance. Attorney Whitehouse stated he was working on the application and paper work to get it in today.
- 06/29/23 06/29/23 Email forwarded to City Attorney J. Blocker.
- 06/29/23 06/29/23 Email received from Attorney Whitehouse on 06/28/23 at 4:32 p.m. in reference to absence at Code Board. See attachments.
- 06/28/23 06/28/23 Code Board Ruling:
\$250.00 day for each violation starting July 8th, 2023. Certified letter and regular mailed letter sent out to homeowner. Copy of certified letter hand delivered to homeowner as well.
- 06/13/23 06/13/23 Notice to appear certified letter mailed.
- 05/30/23 05/30/23 Attorney Whitewhouse called City Staff to obtain information on violations and paper work needed.
- 05/23/23 05/23/23 Owner called Code Enforcement after finding door hanger and stated after he left the Building Department to obtain the paperwork needed for permit/s he realized this was all too much for him so he hired Attorney Whitehouse.
- 05/23/23 05/23/23 Door hanger left at residence for owner to contact Code Enforcement in regards to progress on obtaining permits and removal of pavers in driveway.
- 05/10/23 05/10/23 Home owner came in today to obtain paper work for permits and ISR for driveways.
- 05/10/23 05/10/23 Certified letter for notice of violation mailed requesting compliance for code violations on or before 05/23/2023.
- 05/09/23 05/09/23 Code Enforcement made contact with home owner and he stated he will get with the company who put the carport up to obtain permits and the paver contractor to bring the driveways into compliance.
- 05/09/23 05/09/23 Received information from a city official inquiring about no permits obtained for a carport structure and two driveways at the residence not in compliance with the overall width 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.

Created	Modified	Note
07/26/23	07/26/23	State of Florida, Sunbiz.org currently shows this company as active. See attachments.
05/22/23	05/22/23	Certified mail receipt returned with signature.
05/15/23	05/15/23	Copy of certified letter hand delivered to business.

05/15/23 05/15/23 Notice of violation letter sent certified mail.
05/15/23 05/15/23 City Official informed Code Enforcement of this business's Business Tax Receipt expired.

Violation Id: V2300117 Prop Loc: 301 A1A BEACH BLVD
Viol Date: 07/03/23 Status: Open Comp Name: City Official Comp Phone:
Comp Email:

Ordinance Id	Description
FBC 105.1	PERMITS 105.1 Required.

Description: Awning installed without obtaining a permit.

Created	Modified	Note
07/26/23	07/26/23	Contractor is still awaiting final approval of Fire Marshall.
07/19/23	07/19/23	Permit application received and supporting documents.
07/14/23	07/14/23	Received an email from Advanced Awning and Design. They are getting all the documents together for the owner's signatures which should be ready by Monday or Tuesday.
07/10/23	07/10/23	Email received from the contractor informing us the fabricator is awaiting approval from the Fire Marshall for the approval of the fabric.
07/10/23	07/10/23	Email and phone call (message left) to the contractor inquiring on the progress of getting the permit/s for the awning.
07/03/23	07/03/23	Permit Tech notified contractor via email to inquire if the contractor did this unpermitted work or the owner.

Violation Id: V2300120 Prop Loc: 3945 A1A S
Viol Date: 07/11/23 Status: Open Comp Name: City Official Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.03.	Discontinued business sign.

Description: Discontinued sign. Zaharias Restaurant.

Created	Modified	Note
08/21/23	08/21/23	As of todays date, Code Enforcement has not heard from owner of property. Certified letter of Violation and Notice to Appear for September Code Board Hearing mailed out.
07/17/23	07/17/23	Unsigned receipt received from certified letter regarding notice of violation.
07/11/23	07/11/23	certified letter mailed to owner of property to remove discontinued business sign.

Violation Id: V2300121 Prop Loc: 125 POPE RD
Viol Date: 07/11/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.10.	Nonconforming signs.

Description: Discontinued Business Sign.

Created	Modified	Note
08/16/23	08/16/23	Received an email from the Sign Guys in regards to them working on removing the sign for the owner.
08/09/23	08/09/23	Business card dropped off at 125 Pope Rd. to renters of Mr. Jeff Jabot to contact me.
08/09/23	08/09/23	Attempts to call sign company to confirm they are in process of removing sign met with negative results. Phone number is not in service, and the business shows inactive in SUNBIZ.ORG, Florida Division of Corporations.
08/03/23	08/03/23	Owner called and advised he has hired Wayne-O Signs Jacksonville, FL. (904) 463-2999 to remove the sign. Owner will keep in touch with Code Enforcement on progress of the sign being removed.
07/19/23	07/19/23	Receipt of certified letter received but not signed.
07/11/23	07/11/23	Notice of violation sent to property owner in reference to discontinued business sign.

Violation Id: V2300125 Prop Loc: 106 7TH ST
 Viol Date: 07/21/23 Status: Open Comp Name: Public Works Comp Phone:
 Comp Email:

Ordinance Id	Description
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)

Created	Modified	Note
08/22/23	08/22/23	Violation still exist, and Code Enforcement has not heard anything from the property owner, contractor, or the registered agent. Certified letters for notice to appear for Code Board mailed out to Contractor and Registered Agent.
07/26/23	07/26/23	Received receipt from certified letter of notice of violation to contractor Matthew Conner.
07/21/23	07/21/23	Spoke with Matt Conner of Conner Construction on 07/20/23 and he advised he created the parking area. I explained there was no right of way permit, and he was in violation of the condition use order. I emailed Mr. Conner a copy of the conditional use order as he requested on 07/20/23.
07/21/23	07/21/23	Complaint received from Public Works in regards to a parking area created between 106 and 108 7th Street, lot #7 with no right of way permit, and a violation of the City of St. Augustine Beach Commission, Order Approving Conditional Use (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:

Ordinance Id	Description
FBC 105.1	PERMITS 105.1 Required.

Description: work with out permit. Permit expired.

Created	Modified	Note
08/18/23	08/18/23	Certified letter mailed to local address returned. Unable to deliver. However, owner was notified by the other certified letter sent to his mailing address as recorded in previous note.
07/31/23	07/31/23	Homeowner called advising he received the notice of violation, and he is working on getting the violation resolved.
07/25/23	07/25/23	Notice of violation mailed to local address and mailing address recorded with county property appraiser.
07/25/23	07/25/23	Code Enforcement notified by Permit Tech in regards to permit invalid. Work was performed and permit process was not followed through to include inspection.

Violation Id: v2300127	Prop Loc: 215 E ST	Comp Name: Code Enforcement Permit Tech
Viol Date: 07/25/23	Status: Open	
Comp Phone:	Comp Email:	

Ordinance Id	Description
FBC 105.1	PERMITS 105.1 Required.

Description: Work without a permit.

Created	Modified	Note
08/22/23	08/22/23	Homeowner called Code Enforcement in regards to progress to obtain permit and have windows inspected.
07/31/23	07/31/23	Homeowner spoke with the Permit Tech to check on the progress of the permit application.
07/28/23	07/28/23	Received certified receipt signed.
07/25/23	07/25/23	Certified letter of notice of violation mailed to homeowner.
07/25/23	07/25/23	Permit tech informed Code Enforcement work was performed at this residence without a permit. The application for the permit was submitted, but the permit was never processed.

Violation Id: v2300128	Prop Loc: 403 E ST	Comp Name: Code Enforcement Permit Tech
Viol Date: 07/25/23	Status: Open	
Comp Phone:	Comp Email:	

Ordinance Id	Description
FBC 105.1	PERMITS 105.1 Required.

Description: Work without permit.

Created	Modified	Note
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08/02/23 08/02/23 Homeowner left a message on August 1st stating they are working with the original contractor to take care of the permit.

07/25/23 07/25/23 Certified letter of notice of violation mailed to homeowner.

07/25/23 07/25/23 Permit Tech notified Code Enforcement of a work performed without a permit. The permit application was completed, but the process was never completed to obtain the permit.

Violation Id: V2300130 Prop Loc: 11 13TH ST
 Viol Date: 07/31/23 Status: Open Comp Name: CITY OFFICIAL Comp Phone:
 Comp Email:

Ordinance Id	Description
FBC 105.1	PERMITS 105.1 Required.

Description: STOP WORK ORDER - UNPERMITTED WORK - 2 DECKS / SIDING

Created	Modified	Note
07/31/23	07/31/23	NOTIFIED BY CITY OFFICIAL OF POTENTIAL VIOLATION OF LACK OF PERMITS. NO ACTIVE PERMITS FOUND ON PROPERTY, STOP WORK ORDER ISSUED: WEDNESDAY, JULY 26, 2023 1 P.M.
07/31/23	07/31/23	STOP WORK ORDER - UNPERMITTED WORK - 2 DECKS / SIDING

Violation Id: V2300131 Prop Loc: 305 A1A BEACH BLVD
 Viol Date: 07/31/23 Status: Open Comp Name: City Official Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.03.	Discontinued business sign.

Description: Discontinued sign.

Created	Modified	Note
08/17/23	08/17/23	Owner called advising his employee received the certified letter, and he will take care of the nonconforming sign when he gets back in town.
07/31/23	07/31/23	Certified letter, notice of violation mailed.
07/31/23	07/31/23	Island realty sign at 305 A1A Beach Blvd. is no longer active, in use which makes the sign a nonconforming sign.

Violation Id: V2300140 Prop Loc: 131 15TH ST
 Viol Date: 08/11/23 Status: Open Comp Name: CITY OFFICIAL Comp Phone:
 Comp Email:

Ordinance Id	Description
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Description: NON-COMPLIANCE WITH MINIMUM REQUIRED FRONT AND REAR YARD SETBACKS PER CITY CODE.

ATTACHED STOP WORK ISSUE POSTED 08/11/2023 2:00 P.M. FOR NON-COMPLIANCE WITH MINIMUM REQUIRED FRONT AND REAR YARD SETBACKS PER SECTION 6.01.03.A OF CITY'S LAND DEVELOPMENT

REGULATIONS--SEE ATTACHED REJECTED BOUNDARY SURVEY SUBMITTED 8/10/2023

BOUNDARY SURVEY SUBMITTED 8/10/2023 IS NOT IN COMPLIANCE WITH 25-FOOT FRONT YARD SETBACK
AND 20-FOOT REAR YARD SETBACK SHOWN ON ATTACHED APPROVED SITE PLAN

Violation Id: v2300141 Prop Loc: 14 6TH ST
Viol Date: 08/15/23 Status: Open Comp Name: city official Comp Phone:
Comp Email:

Ordinance Id Description

Description: SIDING WORK PROCEEDING WITHOUT APPROVED ROOF DECK AND TIE INSPECTION - VIOLATION OF THE
2020 FBC - BOAF MODEL ADMINISTRATIVE CHAPTER 1 (PAGE 23) -
SECTION 110:
INSPECTIONS, [A] 110.3 REQUIRED INSPECTIONS.

Violation Id: v2300145 Prop Loc: 688 16TH ST
Viol Date: 08/23/23 Status: Open Comp Name: CITY OFFICIAL Comp Phone:
Comp Email:

Ordinance Id Description

Description: UNPERMITTED A/C CHANGE OUT - MARCO HEATING & AIR INC
904-743-3350
TGOSS.MARCO@ATT.NET
SC-CAC1815711 * CAMPBELL, BARRY GUNN



MINUTES

**PLANNING AND ZONING BOARD REGULAR MONTHLY MEETING
TUESDAY, JULY 18, 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, Conner Dowling, Hester Longstreet, Victor Sarris, Senior Alternate Gary Smith, Junior Alternate Rhys Slaughter.

BOARD MEMBERS ABSENT: Hulsey Bray, Larry Einheuser.

STAFF PRESENT: Building Official Brian Law, City Attorney Jeremiah Blocker, Recording Secretary Bonnie Miller.

IV. APPROVAL OF MINUTES OF REGULAR PLANNING AND ZONING BOARD MEETING OF JUNE 20, 2023

Motion: to approve the minutes of the June 20, 2023, meeting. **Moved** by Chris Pranis, **seconded** by Hester Longstreet, **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. Conditional Use File No. CU 2023-06, for renewal of a conditional use permit for food and/or beverage service and consumption outside of an enclosed building on the premises of a restaurant, Str-It-Up, in a commercial land use district on Lots 13 and 15, Block 11, Chautauqua Beach Subdivision, at 18 A Street, St. Augustine Beach, Florida, 32080, Cynthia Michael, Agent for Stir-It-Up, Applicant

Brian Law: The previous conditional use permit granted in 2018 to Stir-It-Up, which the Board members have copies of in their meeting packets, prohibited alcohol sales on the restaurant property. The applicant has asked, in this application for renewal of the

conditional use permit, to be allowed to begin the application process for alcohol sales. It is my recommendation that we let the State of Florida regulate and mandate this. The State will require submittal of an application for a 4-COP type license, which allows the sale of beer and wine, and zoning verification from the City that the current use of the property is an allowed use, which it is. The Planning and Zoning Division will probably have no issue with this, so we ask that the renewal of the conditional use permit for outdoor seating be granted for as long as the applicant owns the business. This is the second time the applicant has applied for a conditional use permit for outdoor seating at Stir-It-Up, and this is for renewal of the original conditional use permit granted in 2018.

Kevin Kincaid: Have there been any complaints made, or any opposition to this?

Brian Law: No, we have not received any complaints, nor do I know of any.

Kevin Kincaid: My only question is about the proposed alcohol sales, but this is really outside of the Board's purview, correct?

Brian Law: It is outside of the Board's purview. It is a State-mandated issue, because Stir-It-Up is not a bar. The City's Land Development Regulations (LDRs) have a mostly unknown rule that prohibits having a bar within so many feet of another bar, but we don't have bars here in the City, we have restaurants that serve alcohol. That was part of the issue back in 2018, but the State has a process for obtaining a license to sell and serve alcohol, and any issues or complaints relating to alcohol sales will be addressed as they arise. Obviously, Stir-It-Up will not be allowed to sell alcohol for consumption off the premises, and as it is adjacent to a very tight right-of-way corridor that leads to the beach, any complaints or code violations will be funneled through the City's Police and/or Code Enforcement Departments. The City also has a mechanism for removing or revoking conditional use permits and/or business tax receipts issued through the City Manager's Office, in the event that any major or draconian violations of City Code occur.

Gary Smith: Will all the seating still be within the same parameters previously approved?

Brian Law: Yes, the 45 seats approved by the City Commission in 2018 will remain. The applicant is not asking for any changes to the number of seats previously approved.

Kevin Kincaid: From what you just said, how easy is it to withdraw or revoke the conditional use permit, if in the future alcohol sales should become a problem?

Brian Law: We would revoke the conditional use permit if we had three verifiable complaints, which is a good standard number. We would take the person named as the owner of the business on the business tax receipt to the Code Enforcement Board, so it is not just the City Manager's Office making this decision, it comes from a panel of the business owner's peers. At that point, the Code Enforcement Board could make the decision to remove or revoke the business tax receipt. Even though I have never seen a business tax receipt revoked or removed in the six years I have worked for the City, the City reserves the right to do so if things come to an impasse regarding code violations.

Kevin Kincaid: Any other questions or comments? Is the applicant here?

Cynthia Michael, 209 Leeward Island Drive, St. Augustine, Florida, 32080, Applicant: Regarding the alcohol sales, this is not something I am dying to do, but it is something I would like to do, maybe only on the weekends, so we can serve mimosas and sangria, and this would be beer and wine only. Stir-It-Up is a family restaurant, so this is not something we need, but something we might provide for some of the locals asking for it.

Brian Law: Basically, this is a renewal of the previous conditional use permit granted to Stir-It-Up, with the same conditions stated in the conditional use order approved in 2018, with the exception of the last condition, which says alcohol sales shall not be permitted on the subject property. I recommend this condition be stricken from the new conditional use order that will be written if the Board votes to approve this new application.

Kevin Kincaid: We don't need this to be part of the motion to approve the new conditional use permit, however, because the motion is for approval of a new conditional use permit that will basically bypass the previous conditional use permit granted in 2018.

Brian Law: Yes, the Board would basically make a motion to approve this new conditional use permit, and if the Board so agrees, the motion could be granted to approve it for as long as the current applicant and owner of Stir-It-Up owns this business.

Motion: to approve Conditional Use File No. CU 2023-06, for renewal of a conditional use permit for food and/or beverage service and consumption outside of an enclosed building on the premises of a restaurant, Str-It-Up, in a commercial land use district at 18 A Street, St. Augustine Beach, Florida, 32080, subject to the condition that said approval shall expire with the sale or transfer of the current ownership of the business. **Moved** by Hester Longstreet, **seconded** by Conner Dowling, **passed 7-0** by the Board by unanimous voice-vote.

B. Conditional Use File No. CU 2023-07, for proposed new construction of a two-story, 2705-square-foot total single-family residence in a commercial land use district on Lot 15, Block 36, Coquina Gables Subdivision, at 14 D Street, St. Augustine Beach, Florida, 32080, Scott Patrou, Agent for HVG Properties LLC, Applicant

Brian Law: There is currently a house built in 1962 on this property, and the applicant is asking to tear down this house to build a new one. As this lot is in a commercial land use district, this requires a conditional use permit that has to be presented to this Board for a recommendation to the City Commission, which has the final say over approval or denial.

Kevin Kincaid: We have routinely approved many similar requests to build single-family residences on commercial lots up and down the Boulevard, and there has been a single-family home on this particular lot since 1962. May we hear from the applicant, please?

Scott Patrou, 460 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080: I am the attorney and agent on behalf of HVG Properties LLC, the owner of 14 D Street. There has

been a house on this lot for many, many years, and there is a house next door and houses across the street, so building a new house on this lot is very synonymous with this particular block of D Street. The goal or objective of submitting the plans included in this conditional use permit application is two-fold. First, these plans are pretty darn close to the owner's goals for this property, and second, these plans were submitted because they've heard the Board say before that it's not fun when you see these older houses torn down and replaced by three-story monstrosities that max out every limit of every regulation as far as setbacks, lot coverage, and everything else goes. That is really not the intent here, but there might be minor modifications made to the façade and interior design. Am I correct in saying that the conditional use order granting approval of this application could be crafted to comply with the zoning regulations set forth in City Code for single-family residential construction in medium density residential land use districts?

Kevin Kincaid: Yes, I am sure this recommendation will be set forth in any motion made to approve this application.

Scott Patrou: Okay, perfect.

Kevin Kincaid: You are not asking for any variances, or to violate anything other than just replacing an existing single-family residence with a new residence, correct?

Scott Patrou: Yes. The owner at first wanted to try to remodel the existing home, but it was in such disrepair, it was decided it would just be easier to scrap it and build a new one. Renovation to the home could have been done without coming before this Board or the City Commission for approval, but to demolish the existing home and build a new one requires a conditional use application and approval of a conditional use permit.

Hester Longstreet: The conditional use approval is for a two-story building, correct, and will not be changed later to a three-story building, just because it could be three stories?

Scott Patrou: If the Board would like to put that restriction in, his client has basically told him that this is of no issue. They are trying to avoid being pinned to every piece of design detail as shown in the application. This is the bigger concern, and not so much the height of the building, so if the Board wants to say it must be limited to two stories only, his client will be fine with that. However, they would love to not have that restriction as well.

Gary Smith: Will there be any changes to the vegetation and trees currently on the lot?

Scott Patrou: I am not sure. Pending this approval, a site plan reflecting the current vegetation and trees on the property would have to be prepared and submitted.

Brian Law: Any future development of this property will be in strict accordance with the City's LDRs, and this includes regulations for trees and the preservation of trees. One tree from the approved list of protected trees will be required in the front setback area, and any existing trees proposed to be removed will have to meet the criteria for the removal of trees. This is part of the zoning review and site plan evaluation that will be

performed in the permitting process. Regarding limiting the proposed new single-family residence to two stories, the City does not currently have architectural design standards. The Board's purview concerning this application is to recommend to the City Commission approval or denial of the proposed conditional use application for a single-family residence on this property, which is in the commercial land use district.

Hester Longstreet: So, what will happen with the tree that is there in the front?

Brian Law: We'll look at that when the documents for a permit application are submitted. These documents will include a site plan per the Florida Building Code (FBC), which the Planning and Zoning Division will evaluate as part of the zoning review, and if necessary, perform a site visit to determine if the proposed removal of a tree or trees is necessary. Tree regulations per the LDRs are very specific and this is what is adhered to by staff in the zoning and plan reviews. Keep in mind, any tree 30 inches or greater in diameter-at-breast-height (DBH) has to come before this Board for approval before it can be removed.

Kevin Kincaid: Any other questions? Hearing none, do we have a motion?

Chris Pranis: I motion to recommend the conditional use application be approved, with the condition that the new single-family residence follows the regulations set forth in the LDRs for single-family residences located in medium density residential land use districts.

Conner Dowling: I second the motion.

Kevin Kincaid: Okay, we have a motion and a second. Any discussion on the motion?

Hester Longstreet: I would like the motion to include, because the submitted plans show a two-story house, that the recommended approval is for a two-story house.

Brian Law: This could be part of the Board's recommendation to the Commission, as the application is technically for a conditional use, meaning it is a use based on conditions.

Kevin Kincaid: This will require an amendment to the motion that was made.

Conner Dowling: Hester, why would you want to recommend that?

Hester Longstreet: I used to live over in that neighborhood, and I know how monstrous and annoying three-story buildings are to those with one- and two-story buildings. Three-story buildings overlap and cut out any kind of wind, and you have absolutely no privacy.

Conner Dowling: This is hard for me, as the Board has seen similar applications approved many times and three-story projects built on lots similar to this one.

Hester Longstreet: Yes, and it is horrible, as decks are then put on top of these three-story buildings, and you have people staring down into your space. It's annoying, and you have absolutely no privacy in your own home or on your own property.

Kevin Kincaid: ~~This is just~~ my opinion, but this goes to the rules that the Board is here to enforce, not create.

Hester Longstreet: But this is a conditional use, so we can put that in, and it will then be up to the Commission to adhere, or not adhere, to the house as only being two-stories.

Kevin Kincaid: I agree that it is a conditional use permit, and we can put any conditions we want on it. To me, however, it is arbitrary, and it is something that is not created by the LDRs. It is a rule created out of a personal preference.

Hester Longstreet: I am not creating a rule, I am just adding a condition to the approval that would allow the single-family home to be rebuilt. Right now, I believe the existing house is a one-story residence. I have no problem with it being rebuilt as a two-story house, but I can't see allowing it to be three stories. You guys can decide what you want to do, and I can decide what I want to do, but it seems to always be 6-1 on things like this. I would like to ask that the motion be changed to limit the house to two stories and that this condition be included in the Board's recommendation to the Commission.

Kevin Kincaid: Would you like to make a motion to amend the motion that was made? If we get a second to the motion to amend the original motion, we can then vote on it.

Hester Longstreet: I'll make a motion to amend the original motion made to recommend approval of this conditional use permit to include the condition that the new single-family residence be built as a two-story residence, as shown in the submitted plans.

Gary Smith: I'll second the amended motion.

Kevin Kincaid: Okay, do we have discussion on the amended motion?

Victor Sarris: Yes. Because this is a commercial lot, and we are making a recommendation for a conditional use permit to allow a new single-family residence to be built on it, we can dictate the house that can be put on this lot, correct? Typically, we cannot dictate that only a two-story house can be built on a residential lot, if a three-story house is allowed. But this is a unique situation in that it is a conditional use application, so the Board can recommend approval with the condition that the house not exceed two stories.

Brian Law: The applicant is asking to go against the normal procedures of the LDRs to build a single-family residence in a commercial land use district. Thus, it becomes a conditional use permit granted by the Commission, and therefore, it can be granted as a use with conditions. That is the way I look at this, so if the Board sees fit, the Board can make a recommendation to the Commission, based on the amended motion on the floor, that the Commission grant the conditional use to allow construction of a two-story house.

Conner Dowling: I hear your concerns, Hester, and on top of this, what has been presented to us by Mr. Patrou, the applicant's agent, shows a two-story house. I don't think we are going to care about things like whether the front door is on the left or right,

or necessarily where the garage door is, but I think what gives me pause is saying the applicant has to build a two-story house. The building code would allow an 18-foot first floor and a 17-foot second floor, and it would still be as tall as a three-story building. Or the site could be built up, as there are lots of ways to sort of manipulate this. I think as a Board, if we could say we approve this based on what we've been shown, understanding there might be minor tweaks and changes, but that the size and scale of the house would not change dramatically from what has been presented, maybe that would sort of wrap it up and make it a little cleaner as opposed to just saying the house can only be two-stories. I feel like this would be more of a fair judgement for someone else coming before us with a similar problem, as we could say approval was conditioned on compliance with the plans and other documents submitted as part of the conditional use application.

Victor Sarris: So, we would reference the plans submitted in the application.

Kevin Kincaid: Yes, which they have asked to have poetic justice or license from, I guess. I still have a problem telling them the house has to comply with regulations for a single-family house in a medium density residential land use district per the LDRs, except for this arbitrary part that we want to put in saying the house can only be two stories, which is something that every other house built in a medium density land use district is not subject to. They are not asking for any variances or anything special. They have presented us with a plan, but if they decide to change that plan, and it is within the guidelines for medium density residential regulations set up by the City in the LDRs, I don't know if, because I may have an issue with three-story houses, it is fair to restrict it to two stories.

Hester Longstreet: But this is not a medium density residential lot, it is a commercial lot.

Kevin Kincaid: And this lot has had a house on it for the past 62 years.

Hester Longstreet: Yes, but that doesn't matter, it is still a commercial lot, so if they chose not to build a house on this lot, they could sell it as a commercial lot. We do not have a lot of commercial areas in the City, especially along A1A Beach Boulevard, where the commercial areas are very finite, and we are allowing homes on top of homes on commercial lots. And then, we are given these plans with the conditional use application, which show a two-story house. So, be as good as your word, and build a two-story house. If you want to build a three-story house, plans showing this should have been submitted.

Kevin Kincaid: They are replacing a house with a house. If they wanted to put a 7-Eleven there that is three stories tall, could we stop that? I don't think we could, as this is a commercial lot. So, we're saying if you want to build a house, you can't build it over two stories, but if you want to build something commercial, you could build it up to three stories and from it you could look down into all the neighbors' yards. To me, it is still an arbitrary restriction that I have a problem with, as we're creating a set of rules based on personal preference and personal history and whatever, none of which is part of the LDRs.

Chris Pranis: I have a question for the City Attorney. Since this is a conditional use application, and part of this is that the proposed new single-family home must follow the

guidelines in the LDRs for single-family homes, are we allowed to put in a condition saying a three-story single-family home cannot be built, or is that going to get us into trouble?

Jeremiah Blocker: I appreciate you asking that question, as I certainly understand it along with the history here. I think what would be helpful would be to go to the foundation of what the Board's decision making is. The decision before the Board today is, this is a commercially zoned property, so are we going to allow a single-family residence to be built on a commercial parcel? That is the decision, and the Board's purview with this application is to make a recommendation to the City Commission to either approve or deny this application. The specifics of the design, even though some great points have been made, are not the decision before the Board. Even though these are important points, the foundational decision is, are we going to allow a single-family residence to be built on a commercial parcel? It is important to keep this in mind, because the Board's recommendation to the Commission will be something the Commission, which is tasked with ultimately deciding whether to approve or deny this application, will take into consideration, with or without any additional modifications or conditions.

Kevin Kincaid: So, having said that, is the amended motion out of order?

Jeremiah Blocker: I would hesitate to say that, because I understand the basis for the motion, but I would say that it goes outside the Board's charter. The Board is chartered for a very specific purpose, and the motion that was made is answering a different question. The question today is, are we going to allow a single-family residence to be built on a commercially zoned property? The motion, with all due respect to the maker of the motion, is not answering the question the Board has been tasked with.

Kevin Kincaid: Although, listening to what you are saying, could the motion include the recommendation to limit the house to two stories, because the Board is not actually passing anything, but just making a recommendation to the City Commission? The Board's sentiment toward tightening the approval to limit the new single-family residence to a two story residence could be passed on to the Commission in the amended motion.

Jeremiah Blocker: There is no harm in this, because the Commission can ignore this recommendation. When this comes before the Commission, the advice to the Commission will be, and I don't mean this is any disrespectful way, that the Commission is going to be tasked with following the law, because the Commission's decision will be final. I think it is helpful to go back to the question this Board has to answer today, which is, again, are we going to allow a single-family residence to be built on a commercial parcel? This is the question the Board has to answer with a recommendation to the City Commission to either approve or deny this request per the conditional use application.

Kevin Kincaid: Thank you. Is there any more discussion about the amended motion?

Chris Pranis: I think it needs to be reamended to the original motion, but that is just me.

Kevin Kincaid: If that is your intent, the amended motion would have to be voted on, and if the amended motion fails, the Board could then get back to the original motion. So, the amended motion is to recommend approval of this conditional use application, holding it basically to the guidelines of the submitted plans, which show a two-story house.

Hester Longstreet: Basically, yes, because that is what the plans show, a two-story house.

Kevin Kincaid: Okay, we have a motion and a second. May we have a roll-call vote please?

Motion: to recommend the City Commission approve Conditional Use File No. CU 2023-07, for proposed new construction of a two-story, 2705-square-foot total single-family residence in a commercial land use district on Lot 15, Block 36, Coquina Gables Subdivision, at 14 D Street, St. Augustine Beach, Florida, 32080, subject to the condition 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 single-family residence, and in compliance with regulations for new single-family residential construction in a medium density residential land use district, per the City's LDRs. **Moved** by Hester Longstreet, **seconded** by Gary Smith, **passed 4-3** by the Board by roll-call vote, with Conner Dowling, Rhys Slaughter, Hester Longstreet, and Gary Smith assenting, and Victor Sarris, Kevin Kincaid, and Chris Pranis dissenting.

C. Mixed Use File No. MU 2023-01, for proposed new construction of a 2500-square-foot mixed use building consisting of 1250 square feet of office use on the first floor and a 1250-square-foot residential dwelling unit on the second floor in a commercial land use district on Lots 1 and 3, Block 43, Coquina Gables Subdivision, on the northwest corner of A1A Beach Boulevard and F Street, St. Augustine Beach, Florida, 32080, David T. Webb, Agent for BrightMove Inc., Applicant

Brian Law: This is a mixed use application for proposed new construction of a 2500-square-foot mixed use building with 1250 square feet of office space on the first floor and 1250 square feet of residential space on the second floor on two lots in the commercial land use district on the northwest corner of A1A Beach Boulevard and F Street. Before we begin discussion on this, I would like to explain the procedure regarding the permitting of this building, as I think this will help alleviate a lot of questions or concerns the Board may have. This Board has the sole authority and final say to approve or deny mixed use applications, as the City Commission does not see these applications. One thing the Board is not to get involved in is the design of the building, as far as the inside of the structure is concerned. The implementation of the FBC will be done by me; the Fire Code will be done by the St. Johns County Fire Marshal; engineering regarding drainage will be handled by contracting a third-party engineer; and the City engineer will then review these documents for compliance with traditional stormwater management plans. The landscaping plan will be sent to the City's Sustainability & Environmental Planning Advisory Committee (SEPAC) for SEPAC's recommendations, but such recommendations are not to hold up any future development, as it is going to take a year to build the building, so there is a lot of time before plants have to be put in the ground. SEPAC's recommendations will be reviewed by Ms. Thompson for final approval of the landscaping

plan. The Board is here solely to look at the proposed building and discuss with the applicant the potential uses of the building. Keep in mind you cannot bind the commercial use to a specific use. If the commercial portion of a mixed use building is originally proposed as a bike shop but then later becomes a tobacco shop, it is still a commercial use. Any changes of occupancy, for example, suppose at some point down the road the property owner wants to change the downstairs commercial use to a residential use, would require a conditional use permit, like the previous application the Board just heard, for a residential use in a commercial land use district. This is because if this mixed use application is approved, the building will be permitted as a mixed use building in a mixed use zoning district, which allows different conditions as a result, in part, of the City's Vision Plan. Among other things, the mixed use district promotes building frontage closer to the sidewalk for a more walkable approach, and parking in the rear or sides. The Planning and Zoning Division has signed off that the submitted site plan and conceptual plans demonstrate compliance with mixed use district zoning regulations.

Kevin Kincaid: Thank you. Can we hear from the applicant, please?

David Webb, 320 High Tide Drive, Unit 201, St. Augustine Beach, Florida, 32080, Agent for BrightMove Inc., Applicant: The intent of the building is to have our corporate headquarters for our software company located on the first floor and have the second floor as a residence for either employees or other business partners visiting from out-of-town to stay at, instead of having them stay in hotels when they are in town.

Hester Longstreet: I participated in the meetings where the requirements stating mixed use buildings with frontage along A1A Beach Boulevard are to be moved forward in order to have parking in the rear and sides. I love mixed use, and I think this is awesome.

Kevin Kincaid: And what prevents this from, at some point in the future, being converted to a single use, such as all residential or all commercial?

Brian Law: First, there would have to be a change of use. We talked earlier about the FBC, which would be instrumental as far as any change of use goes. However, the application for this development is for a mixed use building in the mixed use district, so the bottom floor could not just simply be converted into a residence, because now, technically, this would require conditional use permit approval for a totally residential structure in a commercial land use district. That is not what the development of this property per the design in the mixed use application before the Board tonight is for.

Kevin Kincaid: Any other questions or comments? Do we have a motion?

Motion: to approve Mixed Use File No. MU 2023-01, for proposed new construction of a 2500-square-foot mixed use building consisting of 1250 square feet of office use on the first floor and a 1250-square-foot residential dwelling unit on the second floor in a commercial land use district on Lots 1 and 3, Block 43, Coquina Gables Subdivision, on the northwest corner of A1A Beach Boulevard and F Street, as submitted. **Moved** by Hester Longstreet, **seconded** by Gary Smith, **passed 7-0** by the Board by unanimous voice-vote.

~~D. First reading of Ordinance No. 23-05, to adopt the St. Johns County School Board's Five-Year District Facilities Workplan by Reference to the Capital Improvements Element of the City's Comprehensive Plan~~

Brian Law: Every year we see this, and as you know, there are no St. Johns County public schools in the City limits. As the City is on a barrier island, it is not the smartest idea to put a taxpayer-funded public school on a barrier island, in fact, it may actually be prohibited. However, something important to take from this is the City's Capital Improvements Five-Year Facilities Workplan, which allows the City to apply for grants in the future as they come up for capital improvement projects. If this isn't done, the City is eliminated from applying for these grants. My recommendation is that the Board make a motion to approve Ordinance No. 23-05 as drafted on first reading.

Kevin Kincaid: We approve it, or we recommend approval to the Commission?

Brian Law: The Board approves it on first reading, then it goes to the Commission for second and final reading, as it is not a change to the land development code.

Chris Pranis: Who decided what capital improvement facility projects should be listed in the ordinance?

Brian Law: This is actually done through the City Commission, which is something the Commission does almost every year. Part of the capital improvement facilities projects are included in the Vision Plan, I think, but if the Planning and Zoning Board would like to make a proposal for a capital facilities project, I would be more than happy to forward it up the ladder to the City Manager, who will forward it to the City Commission.

Chris Pranis: No, I am more interested if City residents know these projects are included in this, and are aware of it, as everyone has an opinion or a project they want completed. I was wondering how this all came about and if the public is aware of these improvements.

Brian Law: The best I can do to answer this at this time is to say that this is a legally publicized meeting, and the agenda and meeting book are posted on the City's website. If residents have any questions about these improvement projects, they should call the City Manager's Office, not the Building and Zoning Department, for more information.

Hester Longstreet: Are these improvement projects just for this year?

Brian Law: Major capital facilities projects usually stretch for multiple years, as they show up on five-year facility workplans. Currently, the City is putting up dune walkovers, and there was a St. Augustine Port and Waterway meeting today, which was very successful, from what I understand. The stormwater master plan updates and Pope Road and A1A Beach Boulevard drainage improvements are progressing through engineering, but they may take several years to get through the design phases and the funding issues.

Kevin Kincaid: Any other questions or comments? Hearing none, do we have a motion?

Motion: to pass Ordinance No. 23-05, to adopt the St. Johns County School Board's Five-Year District Facilities Workplan by Reference to the Capital Improvements Element of the City's Comprehensive Plan, on first reading. **Moved** by Kevin Kincaid, **seconded** by Victor Sarris, **passed 7-0** by the Board by unanimous voice-vote.

VII. OLD BUSINESS

Kevin Kincaid: I put a copy of a letter [**EXHIBIT A**] on top of all the Board members' packets, as at last month's meeting, I was asked, as Board chairperson, to draft a letter on the Board's behalf to the Commission, about traffic issues at Anastasia Plaza. This letter has not yet been sent, as I wanted to get everyone's input on it first. In talking to Brian earlier, it may not be necessary that we send the letter, because some of the contacts regarding the traffic issues have already been made. Brian, can you address this?

Brian Law: After last month's meeting and some public comments that were made at this meeting, the City Manager has contacted St. Johns County, and it has been determined that the Florida Department of Transportation (FDOT) owns the stretch of A1A Beach Boulevard adjacent to the main entrance to Anastasia Plaza off A1A Beach Boulevard. FDOT approval would be needed regarding any sort of future development in this area. The City Manager has reached out to FDOT, and to get FDOT involved, some sort of improvement plan would have to be submitted. This would require some specialty engineers and some serious money, so it would not be a light undertaking even to consider a proposed roundabout for this portion of A1A Beach Boulevard at the Anastasia Plaza entrance. As the Board's chair has drafted this letter, however, I would definitely encourage the Board to forward it to the City Manager for distribution to the Commission.

Kevin Kincaid: I could change the heading at the top of the letter to address it to the City Manager, instead of the Commissioners, and have the City Manager forward it on to the Commission so that the Board's recommendations and sentiments as expressed in the letter can be made known. Does anybody have any other changes, deletions, or additions they would like to see made to the letter? This was just a rough draft, and I couldn't email it to the Board members ahead of time because that would violate Sunshine Law rules.

Brian Law: The earliest the Board will see a major development application for the Publix rebuild and Anastasia Plaza parking lot reconfiguration will be at your September meeting, as they have not made a submittal in time for the Board's meeting next month.

Hester Longstreet: Thanks, Kevin, for doing this. We are not just talking about the roundabout on A1A Beach Boulevard, but also about traffic issues on the A1A South side.

Kevin Kincaid: There should be someone smarter than us looking at what the possibilities are, because I don't know that it does any good for us to suggest what ought to be done. We heard from citizens who were here, and people sent written correspondence with their concerns about traffic and safety issues with the entrances and exits at Anastasia Plaza, so the letter just kind of conveys the Board's sentiments in asking that the Commission make the necessary contacts to at least look at these issues and concerns.

Hester Longstreet: I talked to some Publix employees who are there five or six days a week, and they said it is really horrible how backed up traffic gets and how dangerous it is, on both the A1A Beach Boulevard and A1A South sides of the Plaza. I think it would help serve the entire community if some changes were made.

Gary Smith: This is definitely a good start, right here.

Kevin Kincaid: Okay, if there are no objections, I am going to change the heading on the letter to address it to City Manager Max Royle and send it to him on behalf of the Board.

Brian Law: You don't actually have to change that. The letter just needs to be given to Max, as he is the conduit to get it to the Commissioners. We have a copy of the letter right here, which we can pass on to him tonight to get it to the Commissioners.

Kevin Kincaid: Okay, my homework is over, unless somebody has something they want to add to the letter.

Chris Pranis: I think the key point to this is that we are showing concern for the safety of the residents. That's the primary goal of this letter, and we are throwing that out there, so it becomes public knowledge.

Kevin Kincaid: Okay. Does anyone have any other old business issues or questions?

Chris Pranis: Yes. Has the hotel (Best Western Seaside Inn at 541 A1A Beach Boulevard) resubmitted for the storage building they applied for a variance for a while back?

Bonnie Miller: No, there has not been any resubmittal from the hotel for this storage building.

VIII. BOARD COMMENT

There was no further Board comment.

IX. ADJOURNMENT

The meeting was adjourned at 6:50 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).



MINUTES

SUSTAINABILITY & ENVIRONMENTAL PLANNING ADVISORY COMMITTEE MEETING THURSDAY, JUNE 8, 2023, AT 6:00 P.M.

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

I. CALL TO ORDER

Chair Krempasky called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

The Committee recited the Pledge of Allegiance.

III. ROLL CALL

Present: Chair Sandra Krempasky, Vice Chair Lana Bandy, and Members Craig Thomson and Karen Candler.

Member George O'Brien was absent.

Also present: City Clerk Dariana Fitzgerald and Grounds Foreman Tom Large.

City Clerk Fitzgerald informed the Committee that Edward Edmonds would be resigning from SEPAC effective today. She stated that his schedule would not allow him to attend regularly and that he wished to convey his thanks to the other members for their efforts.

IV. APPROVAL OF MINUTES OF MAY 9, 2023, REGULAR MEETING

Motion: to approve the minutes of May 9, 2023, with corrections. **Moved by:** Member Candler.

Seconded by: Member Thomson. Motion passed unanimously.

Chair Krempasky moved on to Item V.1.a.

V. PRESENTATION OF REPORTS:

1. Reforestation and Landscaping Projects

a. Mickler Boulevard

Foreman Large advised that a tree company trimmed trees in the area and ran through the wildflower site. Member Candler said that they did not trim trees, they took them down to the ground. Foreman Large said that he provided cost information to the Building Department to investigate, and hopefully they will be able to get the tree company to pay to repair it. Member Candler asked if he knew which tree company it was. Foreman Large said yes. He said that we are waiting to see what the Building Department finds out and that he would hopefully have that information for the next meeting. Member Thomson asked if the trees were on private property or in the right-of-way. Member Candler noted

that they were outside of the fence. Member Thomson said then they were in the right-of-way. Foreman Large said not necessarily because some of the residents put their fences inside their property instead of right on the property line, which is something that the Building Department would need to look at. Chair Krempasky asked if it would then go to Code Enforcement. Foreman Large said that he did not know the process. He said that he provided the cost, the record of what was done, and the labor that went into it. He said that Public Works recently trimmed on both sides of the wildflower area, which looks really good and that they have received compliments about it. Member Thomson asked if photos were taken of the damage. Foreman Large said yes.

Member Thomson asked if a right-of-way permit was issued. Foreman Large said that he did not know. Member Thomson asked if Public Works or the Building Department would issue that permit. Foreman Large said that he did not know because he is not involved in that. City Clerk Fitzgerald advised that Project Manager Adams was doing the right-of-way permits, but since he moved up to Assistant Public Works Director, she was not sure if he would still be doing them. She advised that a whole new department has been created, and there have been two promotions within Public Works. Member Thomson asked what the new department was. City Clerk Fitzgerald said the Engineering Department. Member Thomson said that it sounded like Engineering would be responsible for right-of-way permits now. City Clerk Fitzgerald said that she did not know, and that Mr. Adams is exclusively with Public Works now. Member Thomson asked Foreman Large for a report next month of whether there was a right-of-way permit so that we know. Foreman Large agreed. Member Candler asked if the trees were on private property, would a right-of-way permit be needed. Member Thomson said that it is his understanding that if you do any construction in a right-of-way, you need a permit. Vice Chair Bandy said that if we cannot get anything back from the company then we should go to the homeowner because they were responsible for it.

Chair Krempasky said to wait and see what the Building Department comes up with and follow their lead, and if they were not their trees, then she believed it would be a Code Enforcement issue. Member Candler said that if they were their trees, we would still want to find out if they had a permit. Chair Krempasky said that they were probably not the size trees that would need a permit.

Chair Krempasky moved on to Item V.1.b.

b. Parkette Planning/Green Infrastructure

Chair Krempasky advised that our assignments were to visit the parkettes, bring it back for discussion, and provide our choices to the Commission at their July meeting. Member Thomson said this is in the Vision Plan along with the recommendations that we create a plan to develop unimproved plazas with examples of native plants and rain gardens to educate the public about sustainability gardens, which is one of our assignments. Member Candler showed a photo [Exhibit A-1] and said that it was taken standing in Café Eleven's parking lot. Chair Krempasky asked if SEPAC thought that it was a good place for a rain garden. Member Thomson said there are dry retention areas, rain gardens, and that a dry retention area could be a rain garden. Chair Krempasky advised that she was looking for places that held water. Member Thomson said that a dry retention does not hold water and that flowers would not grow in a wet retention area. Vice Chair Bandy said that

it is not always wet, only when it floods. Member Thomson said that it is dry until it rains and soaks up the water, but it is still dry. He said that all you would need to do there is scrape off the first six or eight inches of sandy soil and then do what we did on Mickler Boulevard. Chair Krempasky said that based on the original drawings that Jeff did, we were trying to do a palm grove, which could not be done there because of the Avenue of Palms. Member Thomson said that if you go down the street where there is a development and that they saturated the front two lots with palm trees and plants, so there are no restrictions of how many palms can be there as long as they are ten feet apart. Vice Chair Bandy said that we do not have to do both renderings. Member Thomson said that the beauty of this is that they already have the fence [Exhibit A-2 and A-3]. Chair Krempasky asked if SEPAC wanted to suggest it as a location to present to the Commission. Vice Chair Bandy said that she was confused because she was looking at what Foreman Large mentioned at 111 11th Street that has the three Cypress trees on the other side of the privacy fence. Foreman Large advised that that is the location that Member O'Brien was supposed to look at. Chair Krempasky said no, it is on the bike path. Vice Chair Bandy said that she was communicating with Jordan at Southern Horticulture and that she did not tell him about that one, she told him about the one at the northwest corner of 3rd Street and 2nd Avenue. Member Thomson said that is a good candidate also.

Member Candler said that she looked at 3rd Street and 2nd Avenue [Exhibit A-4] and that you cannot really tell that the land drops off there. She advised that she was not able to get out there when it was raining and did not know if held water. Member Thomson advised that it does hold water. Foreman Large advised that he has not been there for a while but had noticed water there in the past. Member Thomson said that it satisfied a dry retention.

Member Candler asked what this mess was, and what is happening. Chair Krempasky questioned how this would be described for the minutes. City Clerk Fitzgerald advised that she would have to email her all the photos. Foreman Large advised that that is where they are putting in 2nd Street. Member Candler asked if the walkway that cuts through would continue. Foreman Large advised that that would be a question for Engineering but, just like a sidewalk, he would suspect that the street would go to it and then you would have a crosswalk. Member Candler said that a lot of people walk there and that is why she thought that it would be a good one because a lot of people would see it. Foreman Large advised that he did not know the timetable of when it would be done but that it would not be finished by this fiscal year.

Vice Chair Bandy advised that Southern Horticulture said that they were interested but that they are three to four months out and if we give them the go ahead, it would be September. She said that she gave them the locations and that they would work on quotes. Chair Krempasky advised that she could not be here for the next Commission meeting on July 10th and if SEPAC wants this to be presented at that meeting, then someone else would need to do it. Vice Chair Bandy said okay.

Vice Chair Bandy asked if we were changing our process because we are going straight to the Commission with the locations for their approval and not getting resident feedback first. Chair Krempasky advised that what Member Thomson conveyed at the last meeting was to let the Commission pick the location and then we could approach the residents afterwards because checking with every neighbor beforehand was slowing our process

down. Member Candler said that the old house near Café Eleven has a border between there and what we would be doing and that the proposed spot at 3rd Street has a house with a fence. Foreman Large advised that there is no fence.

Vice Chair Bandy asked if there were three locations to share with the Commission. Chair Krempasky said there is one at Café Eleven and one at 3rd Street and 2nd Avenue. Member Candler advised that there is really only one homeowner that could say something about it but that the house is set back pretty far. Member Thomson agreed and said that the fence is in the middle of the parkette, and it is not full size, but it is a good location.

Chair Krempasky suggested to submit D Street as well. Vice Chair Bandy said that there is Café Eleven, 111 11th Street with the Cypress trees, and 3rd Street. Chair Krempasky said to submit four locations then. Vice Chair Bandy asked what the location on D Street is. Chair Krempasky said that D Street has a plan that is fully flushed out with drawings and a list of plants and that is it ridiculous to be held hostage by a few residents.

Member Thomson said that the only reason he suggested A Street and the other areas that already have a recessed area is because they kind of form a dry retention, but that D Street would need to have a recessed area made. Chair Krempasky said that she did not think so because she and Foreman Large walked the area with the landscape designer and the area is great. Member Thomson said that he does not mind doing A Street or 8th Street and that we should present as many as we want because they wanted us to make recommendations to develop unimproved plazas as part of the Vision Plan. He said to be effective, we need get it to the Commission and asked for their input and approval and then have Public Works move forward.

Chair Krempasky said that she wanted to pay \$200 for each site to have plans drafted to show the Commission, but that SEPAC decided not to spend that money and for each Member to look at a parkette and decide which ones we want to present to the Commission, but that the only thing we will have to show the Commission are photos. Member Thomson said that we have the typical planting plans and renderings. Chair Krempasky advised that the plan and plantings would not work for all of those locations. Member Thomson said that it is a design concept that could be presented and then each bidder could do something comparable and more specific for the site they select, which is valuable as an example. Vice Chair Bandy said we are going to go in front of the Commission and show pictures of six locations that we want to put a rain garden in and ask for approval. Member Thomson said that it is comparable to the design that was developed for D Street. Chair Krempasky asked if they felt comfortable doing that. Vice Chair Bandy said that she is not comfortable with D Street because of the public outcry about it. Member Thomson said that it was a design that was developed for Coquina Gables because we developed it for A Street also and we should put A Street on the list. Member Candler asked what it was called in the Vision Plan. Member Thomson read from the Vision Plan that specified the name "rain gardens". Chair Krempasky advised that the original plan for the D Street parkette does not use the word rain garden anywhere. Member Candler suggested calling it a "sustainable garden". Member Thomson agreed.

Vice Chair Bandy said that she could show pictures of other rain gardens because SEPAC did a previous PowerPoint presentation about green infrastructure. Member Thomson said that green infrastructure and sustainable garden are good ways to present it because

that was our presentation the last time, and we are trying to get funding down the road for green infrastructure, which would include this type of project.

Vice Chair Bandy said that we have mentioned several locations now. Member Thomson said that five locations would be good. Vice Chair Bandy said that there were three mentioned from our notes last time. Member Thomson said that we previously looked at D Street and A Street. Vice Chair Bandy asked where on A Street. Member Thomson said A Street and 2nd Avenue on the northwest corner. Chair Krempasky asked if the location near Member O'Brien's house was suitable for what we are doing because it could be a big project. Foreman Large suggested to find out the resident's address, which is probably 100 or 102 10th Street.

Vice Chair Bandy advised that she would take pictures of the four locations, talk about them, show the rendering and maybe other pictures of what they could look like, and she asked then what. Member Thomson suggested to say, "that these are our recommendations for providing a demonstration of a sustainable garden/green infrastructure to educate the public in accordance with our Vision Plan and that we are coming to you to help make the decision and to direct Public Works to proceed with the implementation." Chair Krempasky advised that SEPAC would have to do the bidding. Member Thomson said that SEPAC does not bid, Public Works does. Chair Krempasky said that Public Works is not implementing this. Vice Chair Bandy advised that SEPAC has to hire someone. Chair Krempasky said that someone on this Committee has gotten quotes for all the projects that we have done. Member Thomson advised that if it is over a certain dollar amount that they would have to do a request for bids. Chair Krempasky advised that these are going to cost about \$4,000 and that we would need to get multiple bids. She said that the Vice Chair is working with Southern Horticulture and that she is working with Native Plant Consulting, and if we find that there is not a third company that could do this work, then we could use that as an excuse. Member Thomson asked if those quotes would be turned in to Public Works. Chair Krempasky said yes. Member Thomson suggested to get the ball rolling and that Public Works needs to be on board in terms of receiving bids. Vice Chair Bandy said that we have one bid, and that Southern Horticulture is working on another quote, and she asked if we should contact Leonard's Nursery. Chair Krempasky said sure.

Member Candler asked what is needed from the Commission. Vice Chair Bandy said that that was her question too and she asked if the Commission needed to decide where they want the first one so that we could do it this year. Member Candler said that we already have the money. Chair Krempasky advised that the whole point is that we are letting the residents tell us what to do and if we have the Commission basically telling the residents that we are going to do this model project this year and it is going to be located at 111 11th Street, then we can spend \$200 for a design and then bid it out. Vice Chair Bandy said that the Commission may question why SEPAC is asking them to choose the location and just tell us to choose it. Chair Krempasky said that we have already done this with three locations and the residents have not been in favor of it. Member Candler said that we want the Commission to know what we are doing and to support us. Member Thomson said that the ones on the Boulevard have never been a problem. Chair Krempasky advised that the one in front of Playa Chac Mool was a perfect location. Vice Chair Bandy said that she would like to have their commitment that SEPAC could improve some on the

Boulevard, which would mean that they are not going to use it for parking. Member Thomson said that we need to stress that it is in the Vision Plan.

Everyone was talking over one another, and nothing could be retrieved for the minutes.

Chair Krempasky asked everyone to please stop having multiple conversations.

Member Thomson suggested that when the Vice Chair presents this, to use that page from the Vision Plan, tell the Commission that SEPAC has been working on this for a year, and that we would like their support to improve the parkette in this manner as stated in the Vision Plan and to have it move forward this year. Vice Chair Bandy said that we want them to choose the location. Member Thomson said sure because they are the bosses.

Chair Krempasky advised that the location in front of Café Eleven is not a parkette. Member Thomson said that it is a parkette and he showed that there is an alleyway between Café Eleven and 10th Street. Chair Krempasky said that she thought that parkettes were on corners. Member Thomson said that it is slightly different and that she was right, it is between 10th and 11th Streets.

Member Thomson asked if we are going to ask the City Manager to make it an agenda item. Chair Krempasky said that we are on the agenda and that we need to decide tonight who will be presenting it and to come up with a brief description so that it can go in their agenda books. Member Candler suggested to ask the Commission if they have any input regarding the four proposed locations. Chair Krempasky said that the first thing they are going to ask is if we have resident buy-in, but the residents do not want change, and that is what is frustrating. She said that SEPAC has been tasked with using the parkettes for beautification or green infrastructure models, but we are being held hostage by the residents. Member Thomson advised that some of the businesses have reasons, such as maintenance agreements with the City like Playa Chac Mool. Chair Krempasky said that during our conversation with Playa Chac Mool's owner, he said that they were afraid that the lawn care company would run over the landscaping, and she questioned whether we really think that is possible. She said that he could cut the grass around the garden and then Native Plant Consulting could come in and weed it. Member Candler said that she thought his objection was that it would hide the restaurant. Chair Krempasky advised that a palm tree is not going to hide a restaurant. She said that the other expert that came to the location said that it would be an ideal place for the rain garden.

Vice Chair Bandy asked if there was a parkette on the Boulevard without residents nearby so that we would not have this problem, then the Commission could approve it, and it would not have parking there. Member Thomson said that 8th Street is a good location because the City put a row of parking on the north side by the hotel, which has a depressed area and on the opposite side of the street there is an unimproved plaza. He said that they have a maintenance agreement but that there is a wall with a pool behind it and so they may not want the visibility, and that across the street near the auto repair shop there are suffering red cedar trees that could use some company. Chair Krempasky asked if the Vice Chair wanted to visit that location and then add it at her discretion. Vice Chair Bandy asked Foreman Large is he would have time to go with her so that she does not go to the wrong place. Foreman Large said yes. He advised that the one across the street with the red cedar is so high that it is like a desert, and it would require a lot of

work. He said that he believed that the one at the hotel had said no in the past but that that could have changed. Member Candler said that it is also not an unsightly location. Member Thomson agreed and said that it is slightly improved but not in a sustainable manner with just grass that gets cut and goes into the sewer system.

Vice Chair Bandy said that she really only has four locations. Member Thomson said that near the auto repair shop there is an area that is pretty unsightly, we could put a white fence in to identify it as a plaza, and hollow out a little area to collect water, which would be a sustainable garden and would help feed the red cedar trees. Vice Chair Bandy asked if it was on the west side of the Boulevard. Member Thomson said yes on the southwest corner of 8th Street and the Boulevard. Vice Chair Bandy suggested that location because no one would complain. Chair Krempasky said that her chart does not show a parkette at 8th Street. Member Thomson noted that it was the southwest corner on the Boulevard.

Vice Chair Bandy said that she would present the five locations and tell the Commission that they are locations that SEPAC likes. She asked if she was supposed to ask the Commission to select and approve the location right then on the spot. SEPAC replied yes. Vice Chair Bandy asked what if they do not do it. Member Candler said that you are just asking for feedback on the locations. Member Thomson advised that we want them to agree and to find out if they have concerns, otherwise move forward. Vice Chair Bandy advised that she and Foreman Large would go look at the locations and pick their favorite. She said that if the Commission says for SEPAC to decide, then we will just tell them which location we are choosing. Chair Krempasky said to go ahead but that we still have to get permission from the City to do this. She said that if they say that they do not care which location we choose, that that sounds like they are giving us permission for any of those locations. Member Candler said that we just want to make sure that the Commission does not have any objections to the locations.

Chair Krempasky asked the Vice Chair if she felt like she could do it. Vice Chair Bandy said yes. City Clerk Fitzgerald advised that anything that needs to go in the agenda books would need to be turned in two weeks before the meeting and if you are going to do a PowerPoint presentation, that it is better to get it to her before the meeting. Vice Chair Bandy asked if SEPAC wanted to have something in the agenda books and what should it be. Member Thomson said that if you have any photos, then that would be good. Chair Krempasky advised that the City Manager said that the deadline for getting something in the agenda books is June 26th. City Clerk Fitzgerald advised that we usually try to start working on the books two weeks before but that one week out is the absolute last chance. Chair Krempasky said that the meeting is not until July 10th. Member Candler suggested to remind them what we are talking about and to use the page out of the Vision Plan and say that after working on the Vision Plan that SEPAC has come up with these locations. Vice Chair Bandy said that we have been working on this for years. Chair Krempasky advised that Public Works told SEPAC to get resident buy-in, which is what we did, but that no residents were buying-in. She said that she finds it hard to believe that the Commission is going to let individual residents dominate what improvements we can make to the City. She said that if the Commission wants an improvement made in that area per the Vision Plan, then they should let us do it. Member Candler suggested that if the Commission asks us about resident buy-in that we tell them that we have had workshops and open forums and that none of these locations received negative feedback.

Member Thomson said that you are never going to get one-hundred percent satisfaction but that we did have supporters of the projects and that the Commission has to determine what is in the public good vs. any harm.

Chair Krempasky advised that D Street had emails from residents in support of it, but that one resident was able to block it. You always want to support your neighbor, but not to the extent that you are not allowing the City to make improvements.

Vice Chair Bandy advised that she did not see how we are going to get it done this year if Southern Horticulture cannot do it for three or four months. Member Thomson said that all we need is a bid. Chair Krempasky advised that she would check with Native Plant Consulting to see what their timeline is. Vice Chair Bandy said that if they ask about the weeding/maintenance that our answer would be that it would not need a lot of maintenance, that we have a company that is willing to do it, and SEPAC has the budget to periodically pay to maintain it. Chair Krempasky said yes.

Chair Krempasky moved on to Item V.1.c.

c. Urban Forestry

Foreman Large advised that he did not have an update, that they have not had time to work on the water truck, and that they have not planted anything because they want to make sure that whatever gets planted would survive. Member Thomson agreed that it is not the time to plant trees because it is going to be dry and hot.

Chair Krempasky moved on to Item V.1.d.

d. Environmental Planning Projects

Member Thomson reported that he went to the Commission meeting and gave recommendations and that one of them was to hold a workshop with SEPAC, Planning and Zoning Board, Public Works, and staff. He said that they were going to select a date for the Vision Plan and that he suggested that part of the workshop should address SEPAC's concerns. He said that he would like to have SEPAC's approval to follow up on it and that he put together four questions regarding issues that could be on the agenda for a Stormwater Management System workshop, and he gave the handout to the City Clerk to be part of the minutes [Exhibit B]. He read the first question, "Why is our stormwater system unsustainable and how can it be improved?" He said that he mentioned that the Engineer for the Vulnerability Study indicated that our main retention pond, at periods of high tide, sea level rise, and even heavy rainfall events, would not be able to function and get water out of the City. More importantly, the design criteria for when it would be inundated is a hurricane category 1 or 2 storm surge. He said that if the intracoastal starts flowing back into our City, which we know is going to increase eventually and is not sustainable, that we would need to have flood dams to stop the water from coming in and a dike around the City to pump water out. He said that Fort Lauderdale received twenty-four inches of rain several months ago and that our City has a very high runoff rate, so someone would get flooded. It is not sustainable right now and he questioned whether Land Development Regulations could help improve it or an engineering solution, which could have an extra outlet to pump water out of the low areas such as Coquina Gables. Member Candler asked where the water would pump to. Member Thomson

advised that it would pump over the dike and back towards Salt Run but that they would not want it done over the dunes. He said that there are environmental issues, and it is going to keep rising, which is what happened in Houston. He advised that there are a lot of issues out there and that SEPAC does not have to come up with every solution, but we do have to raise the questions and then the Engineering Department could help solve the problem.

Member Thomson moved on to his second question regarding the environmental impacts of our stormwater system and how to monitor and improve them. He said that Mr. Tredik referenced that there was a new EPA standard of testing stormwater before it is released into natural water bodies with a certain volume that we would have to meet. He said that if we are generating a lot in our stormwater system, that it would have to be treated somehow before it gets released but that he was not sure if the City had the retention to do it. He said that that is what a dry retention area would do and if we could retain the first half inch of rainwater from going into the sewers, that it would protect downstream pollution.

Member Thomson moved on to his third question regarding how improvements to our stormwater management system would be funded and if it would include green and gray infrastructure projects. He advised that SEPAC and Public Works do not have funding unless they ask the Commission and that he believed it should be funded similarly if we can control pollution and runoff with green infrastructure, which may take some convincing. He moved on to question number four regarding how the stormwater utility fee would be based for residential and commercial, such as factoring in how much runoff is produced per property.

Member Thomson advised that he made general recommendations during his presentation but that the Commission did not know what to do. He said that these are items that could be developed into an agenda list and, if SEPAC agrees to the list, then we could distribute it to Public Works, the Planning Department, and the Planning and Zoning Board to let them know that these are items that SEPAC has come up with and would like to discuss at a workshop meeting. He said that a letter could also be sent to the Commission saying that SEPAC has come up with these items that require discussion and ask to schedule a workshop meeting.

Chair Krempasky said that Member Thomson brought this up during his presentation at the prior Commission meeting stating that he would like to discuss the stormwater utility fee at the Vision Plan workshop meeting. Member Thomson said no, not the fee. He said that the Vision Plan states what we are trying to do, which is to reduce runoff and conserve water, which is one of SEPAC's goals/policies and now it is part of the Vision Plan but that the fee would not be discussed until next year. He said that five years ago SEPAC made presentations regarding sustainability and stormwater management and no action was taken. Then Lonnie gave his green infrastructure presentation that showed the comparison and now we have the Vision Plan, which gives us a direction but that we do not really have policies/regulations in place to effectively deal with the issues yet.

Chair Krempasky asked if he was suggesting bringing this up at the Vision Plan workshop meeting or waiting until the Commission addresses the stormwater issue again. Member Thomson advised that SEPAC should continue to gather data, which is what the Mayor

asked for, because it is important for the City to get it right. He said that SEPAC has been given the go ahead to do the research and that he has discussed it with the City Manager. He advised that the utility fee is part of it, but it is not the whole problem, but that it would help to fund it. He said that with or without a utility fee that it would have to be dealt with down the road. Chair Krempasky asked if he wanted to bring any of this up at their Vision Plan workshop meeting. Member Thomson asked if a Vision Plan workshop meeting had been set. City Clerk Fitzgerald advised that they decided to discuss it later. Vice Chair Bandy said that she thought that they said September or October. Member Thomson advised that this could be part of the Vision Plan workshop and that we should help the Commission and the others understand the agenda that we are looking for and to get some initial research done by Public Works and the Planning Department if we can.

Chair Krempasky asked if it would be something that he would want distributed to the City. Member Thomson said no, that this is preliminary, and that he wanted SEPAC's approval for him to expand on it and come up with specific items related to the four questions. Then, if SEPAC agrees to it as a project, that we could decide to distribute it at the next meeting, set the workshop, and have it be part of the agenda to try to get feedback.

Chair Krempasky asked if SEPAC wanted Member Thomson to continue working on it. Member Candler said that there is no reason not to and she asked for clarification of what the County's responsibility is for the whole stormwater issue because so many of the major streets and piping are County owned. Member Thomson advised that there are a few streets that are County owned and that they do the maintenance on the ditches next to those streets but that most of the streets and stormwater pipes/drains are City owned and we do the maintenance. He advised that the County would not pay for our green infrastructure projects, etc. Vice Chair Bandy asked if there is anything that we could learn from the City of St. Augustine and could we work with them on this. Member Thomson said that there is a lot we could learn from them and that the Army Corp of Engineers is looking at their whole drainage basin and flooding issues.

It was the consensus of SEPAC for Member Thomson to continue working on the Vision Plan workshop agenda project.

Chair Krempasky advised that after SEPAC's meeting last month, she sent recommendations to be included in the Commission agenda books. Member Thomson advised that his presentation information was also in their agenda books and that Commissioner George requested that the City Manager make it part of the official record for this issue. Chair Krempasky said that when the Commission comes back to discuss the stormwater issues that SEPAC's concerns would be discussed as part of the record.

Chair Krempasky moved on to Item V.2.a.

2. Educational Programs

a. Environmentally Friendly Landscaping Recognition

Chair Krempasky showed the sign draft [Exhibit C]. She said that we could add some butterflies/bees or say, "our sustainable future". She advised that Ms. Conlon found a digital copy of this, and that the resolution was really good. She said that she asked Ms.

Conlon to do one with the logos on the outside and that she liked it better. She said that the lower area with the words "fine print" could be changed to reflect contact information or to go to the City's website for more information. Vice Chair Bandy asked if "SEPAC" could be added. Member Thomson suggested to add "SEPAC Award 2023". Vice Chair Bandy advised against adding the year because we want people to continue to use them.

Chair Krempasky asked if they should add "Sustainability and Environmental Planning Advisory Committee". Member Thomson said that it would get a little wordy, he liked the fact that it is friendly, and that there would be press releases on it so the public would get an idea of what we are doing. Chair Krempasky said that the idea is that it would get some recognition after we put the signs in a few yards. She said that she really liked the plaques that SEPAC does for the Environmental Stewardship Awards because they are similar to what the City puts out there anyway and that people hang them on their walls. She said that this is going to be in their gardens and that she wanted it to be somewhat light. Member Thomson suggested that when we make the announcement, there be a paper plaque with SEPAC's name, the resident's name, and the year 2023 nominee. Chair Krempasky agreed with that idea.

Vice Chair Bandy suggested to have a ceremony. Chair Krempasky said that when we do the plaques for the Stewardship Awards that we could also give them a little framed copy of it. Member Thomson said that would be great. Vice Chair Bandy asked what size and material the sign would be. Chair Krempasky said that she was thinking that it should be metal and be similar in size to the sign that SEPAC had made for the wildflower garden, which she believed was 12x18 inches and was \$70. She asked if SEPAC wanted her to get pricing for five signs to try to get the price down. Member Thomson said yes. Vice Chair Bandy said that 12x18 seemed large. Member Thomson disagreed. Vice Chair Bandy said that a smaller sign may be less expensive.

Chair Krempasky asked if they were thinking about using bamboo for the wildflower garden signs. Vice Chair Bandy said yes. Foreman Large said that the signs in the wildflower garden are PVC. Chair Krempasky asked Foreman Large how he thought the residential garden signs should be done. Vice Chair Bandy asked if they make metal stakes to go with the sign. Chair Krempasky advised that she would ask. Foreman Large advised that the City usually puts signs on large poles, which would add a lot of weight. Member Thomson suggested checking into the galvanized stakes like the ones sold at Home Depot. Chair Krempasky advised that those would not last. Member Thomson said that they would last at least a year and then they could apply for a new sign at the end of the year if that one is destroyed. Chair Krempasky asked if they were similar to real estate signs. Member Thomson said yes and that the sign makers know how to make them.

Vice Chair Bandy asked if SEPAC would need to approve funds for this month. Chair Krempasky suggested a budget of \$200 to have two signs made. Member Thomson said that Lonnie did one and he asked how it was attached to the ground. Chair Krempasky advised that Lonnie did it himself and that she would contact him as well. She asked if everyone was okay with the fonts, etc. Member Thomson said yes that it looked very friendly. Vice Chair Bandy suggested for SEPAC to approve a certain amount of money and to get however many signs you could with it.

Motion: To authorize Chair Krempasky to spend no more than \$250 for sign printing. **Moved by** Member Thomson, **Seconded by** Vice Chair Bandy. Motion passed unanimously.

Vice Chair Bandy said that if we do not have the signs in time, that she could just take their photos for the July Newsletter. Chair Krempasky advised that they may be done quickly and that she could drop them off to the City Clerk for the Vice Chair to pick up. City Clerk Fitzgerald agreed.

Chair Krempasky moved on to Item V.2.b.

b. Environmental Speaker and Film Series

Vice Chair Bandy said that she believed that SEPAC had a film scheduled with the library in October and that they asked if we would want to do one in August and that she told them no because they were not getting good attendance. She said that she reached out to Carl Hiaasen and that she had not heard back from him yet but that he is making a presentation in Jacksonville in September and that she offered to add on to his trip. She said that if he does not reply, then Chair Krempasky had mentioned Deirdre Irwin at our last meeting, or we could also take other suggestions because SEPAC still has all its money to spend for this program.

Chair Krempasky moved on to Item V.2.c.

c. Newsletter Topics

Chair Krempasky said that if she is able to get the Environmentally Friendly Landscape award signs done in time that the Vice Chair could put the Whispering Oaks recipient in the Newsletter. Vice Chair Bandy said yes, and she suggested that we could run the Stewardship Award again. Chair Krempasky agreed.

Vice Chair Bandy asked if everyone saw the Stewardship Awards on Page 3 of last month's Beaches News Journal, which was pretty big. She advised that she asked to have it sent to Fish Island and the Matanzas Riverkeeper, Jen Lomberk, and any others that have mailing lists to hopefully help get the word out. She advised that she also posted it on NextDoor.

Vice Chair Bandy advised that she would feature the homeowners of the Environmentally Friendly Landscape Awards and the Stewardship Awards nomination information in the July Newsletter. Chair Krempasky said great.

Chair Krempasky moved on to Item V.2.d.

d. Environmental Corner

Chair Krempasky advised that the Environmental Corner is still on the agenda but that we would hold off on it until things settle out in Public Works and the Engineering Department. Member Thomson asked Foreman Large for an update. Foreman Large advised that when we talked about it at the last meeting, SEPAC was supposed to look at the display that is out there and see what you could find out. Member Thomson said that he believed that SEPAC approved one identical to the one that is out there. Chair Krempasky advised that SEPAC did not approve anything. Vice Chair Bandy advised that

we also talked about making a Little Library. Foreman Large advised that at the last meeting it was also discussed to put it at a parkette. Member Thomson asked if that was in the minutes. He suggested to do both a kiosk and do this one in City Hall. He advised that that one would be down the road and that this one was to help Public Works because they need to post things about pollutants going into the drain. Foreman Large advised that Mr. Tredik had talked about it for illicit discharge information and that he also talked about SEPAC finding the display and information and that Public Works could then purchase it. Member Thomson said that he did that with Mr. Tredik and that he came back with a price of \$500. Chair Krempasky advised that SEPAC did not approve that. Member Thomson said that it was sort of a new topic and maybe we could decide if the City wants it and put it in next year's budget. Chair Krempasky said that she believed that it was a project that Building Official Law, Mr. Tredik and you worked on because it was important to Mr. Tredik and that she would like to find out if it is as important to Public Works now that Mr. Tredik is no longer with the City. Foreman Large said that it is not as important at this time. Member Thomson advised that he had been giving Margaret England and the Commissioners multiple emails and articles that were published about climate change, sea level rise, and the sustainable future since 2020. He said that we are leaving this on the desk and that he did not think that it was bad to try to publicize what we are doing as a service to the community and to have a display at City Hall. He said that he did not mind waiting to discuss this next year.

Chair Krempasky asked how many people come to City Hall in a day. City Clerk Fitzgerald advised not many and sometimes there are entire days without anyone because a lot of things can be done online or over the phone. Chair Krempasky asked if we could have displays at restaurants and that maybe it could rotate to different restaurants. She suggested to print up something to leave with people who are waiting in line for a table because a lot of residents go to the restaurants too. Member Thomson said that he goes to the Building Department in Gainesville and that the entire division is called the "Department of Sustainability". He said that their mindset is to make Gainesville more sustainable and when you come in here you get a sports display which used to display elementary school student's Earth Day posters. He said that our image is not going forward and the concept of how the City views sustainability because of that. Chair Krempasky said that he went to their Building Department because he is building something, and she asked if he would have gone there otherwise. Member Thomson said that anyone looking for information about their city would go there too. Chair Krempasky said that most of that information could be found on the website. Member Thomson said that he is not like most people and that is why he went in there.

Vice Chair Bandy suggested making a brochure about SEPAC and the things that people should know about living here such as how to trim your palm trees, when to water your lawn, why it is important to have permeable pavers, etc. and that she has been thinking about this for a long time. Member Thomson agreed and suggested a topic about how to make a rain garden. Vice Chair Bandy said that there could be a whole series of brochures if we had the money to do it. Member Candler said just like the people from the Ocean Woods subdivision that came to SEPAC about the trees being cut down and that we need to let people know that they cannot chop down trees.

Member Thomson asked if SEPAC would want to modify that item because we have \$750 in Environmental Education so where do we go with that money. He said that maybe it could go towards a brochure and that there is a place out in the hallway with brochures or at any other sustainably conscientious business would display them. Chair Krempasky said that the Beachcomber would probably put them out.

Vice Chair Bandy asked if anyone had graphic design skills. Chair Krempasky said no and that is why she asked her friend. Member Candler asked if SEPAC had ever thought about getting a spot at the Wednesday Market to hand out information and try to recruit members. Chair Krempasky advised that they tried to recruit members for two years there during Arbor Day and that they also tried at the library. City Clerk Fitzgerald advised that you also have to remember that you could only staff your booth one at a time and that you could not talk about it to each other there. Member Thomson advised that Dr. Sandy Bond is on the Board with the Sierra Club now and that they do events, so there are environmental events, and if we had brochures, we could ask the Sierra Club and other organizations to hand them out. He said that those are the organizations that we want to have contact with or to at least have email contact with them. Chair Krempasky said that Water Warriors is great because they cater to kids, they have summer camps on their boats, and that the Rotary Club just bought them some amazing microscopes, etc. Member Thomson said that the Matanzas Riverkeeper also has events and that anything that we could do like that would be good.

Member Thomson suggested to change the agenda item to Environmental Education Displays/Brochures. Chair Krempasky suggested Environmental Education Materials. Member Thomson agreed.

Chair Krempasky said that she could ask her friend if she would be willing to design something and that SEPAC could pay her and send ideas, even though she did it for free this time. Member Thomson said that it would be nice to have someone that could write well, to create topics for her to think about, to have a rough design, and send photos and make suggestions. Vice Chair Bandy said that she has a brochure "A Right to Clean Water" and all we need to do is make a design like this, which she has done in PowerPoint. Member Thomson advised that we have the money to do the layout and make it nice.

Vice Chair Bandy advised that she would come up with a list and bring it to the next meeting and that Member Candler had said that she wanted to do something on hurricane cutting. She advised that Nana Royer contacted her and that she thought that she would be here tonight. She said that Ms. Royer wanted to ask if SEPAC would be willing to say that we support the right to clean water. Member Candler asked if that was the petition that we signed at the library. Vice Chair Bandy said yes. Member Thomson said that we are an advisory committee to the Commission and that he was not sure that we should be signing anything. Vice Chair Bandy said that we are not signing anything and that the City Clerk advised that it would be okay for us to say that we support it because it does not hold any weight. Chair Krempasky asked why Ms. Royer did not go to the Commission for their support. Vice Chair Bandy said that she could recommend that to her. City Clerk Fitzgerald advised that the Commission is the only board that could officially support it in writing or in a proclamation. Vice Chair Bandy asked if she could tell Ms. Royer that SEPAC supports it and then she could relay that to the Commission. City Clerk Fitzgerald said yes. Member Thomson advised that if it becomes a Commission item

and/or a proclamation then we could contact Water Warriors and other environmental groups to support it as well. City Clerk Fitzgerald advised that in that situation, if the proclamation is going to be on a Commission agenda, that the best thing to do would be to have the Chair write a letter of support for a proclamation.

Chair Krempasky moved on to Item VI.

VI. OTHER COMMITTEE MATTERS

Foreman Large advised that the City is sponsoring a Beach Cleanup event that will take place along the Boulevard and not on the sand itself from A Street to 10th Street. It is posted on the City's website under "events" with a link to volunteer. Vice Chair Bandy said that the County gives away prizes. Chair Krempasky said that she volunteered last year, but it was not a lot of fun to do by yourself and she suggested to have a partner. Member Candler said that SEPAC members could not be partners because we might talk to each other. Chair Krempasky said that we could if we agree not to talk about Committee issues. She said that a lot of families came out last year and that she enjoyed doing it for the City. She said that in August or September there is an "International Beach Cleanup Day" and for that one day out of the year, the entire world is cleaning up their beaches and weighing the amount of trash picked up. Vice Chair Bandy advised that the County has periodic cleanups and that they just had one near the pier. Member Candler asked if the Riverkeeper was sponsoring this event. Foreman Large advised that it is sponsored by the City and the Riverkeeper. Member Candler said that there is another group called A1A Scenic Highway, which does a once-a-year cleanup too. Vice Chair Bandy said that they may be a big group for us to give our brochures to when we have them. Foreman Large advised that it was a big turnout, that they kept track of how much debris was picked up, took photos, and that the Matanzas Riverkeeper is organizing the volunteers. Member Candler asked if people needed to register. Foreman Large said yes and that it is posted on the City's website under "events" and that there is a link to volunteer.

Member Candler asked for an update on the Ocean Hammock Park. Foreman Large advised that there has not been as much done by the construction company as they were hoping. He said that they did some preparation for the sidewalk area, but the concrete area has not been done. He said that he did not know the timeline and that the Public Works Director and Assistant Director are handling that.

VII. ADJOURNMENT

Motion: to Adjourn. **Moved by** Member Thomson. **Seconded by** Member Candler. Motion passed unanimously.

Chair Krempasky adjourned the meeting at 7:31 p.m.

Sandra Krempasky, Chair

ATTEST

Dariana Fitzgerald, City Clerk



AGENDA

SUSTAINABILITY & ENVIRONMENTAL PLANNING ADVISORY COMMITTEE MEETING

THURSDAY, JULY 13, 2023, AT 6:00 P.M.

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

I. CALL TO ORDER

Chair Krempasky called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

The Committee recited the Pledge of Allegiance.

III. ROLL CALL

Present: Chair Sandra Krempasky, Vice Chair Lana Bandy, and Members Craig Thomson and Karen Candler.

Member George O'Brien was absent, and it was noted for the record that this was his second absence in a row.

Also present: City Clerk Dariana Fitzgerald and Grounds Foreman Tom Large.

IV. APPROVAL OF MINUTES OF JUNE 8, 2023, REGULAR MEETING

Motion: to approve the minutes of June 8, 2023, with corrections. **Moved by:** Vice Chair Bandy. **Seconded by:** Member Candler. Motion passed unanimously.

V. PRESENTATION OF REPORTS:

1. Reforestation and Landscaping Projects

a. Mickler Boulevard

Foreman Large advised that they reached out to the company that ran through the wildflower garden and provided them with cleanup costs. He said that the area had some growth, which looks really good, and that the area seemed to be doing better with all the rain. He said that it could possibly be reseeded in October and mowed again in January. He said that we had also talked about weeding the area but that his research showed that most States/Countries with wildflower areas do not worry about weeding, instead they let the seeds drop and then mow the area so that new flowers come back up. Vice Chair Bandy advised that the problem is that the weeds will overtake the bare areas, but once the flowers are up, we will not have to weed it.

Foreman Large advised that they would rake the area and estimate a cost, which would not be a significant amount because the rain has helped to level it out and we would not

have the expense of putting plastic down. He advised that they did have a permit to trim a tree and that you do not need a permit to take out palm trees. Chair Krempasky asked if palm trees were all that they removed. Foreman Large said yes, two palm trees. Chair Krempasky noted that the Code states that an individual can remove ten palm trees a year. Vice Chair Bandy asked if it was on that individual's property. Foreman Large said that they did not tell him but that he assumed it was since they had a permit for it. Member Candler suggested putting a border around the area to discourage people from going through it. Foreman Large said that orange construction fencing was up for a long time to protect it and when it was removed, no one thought that anyone would drive through it especially with signage there.

Vice Chair Bandy suggested to even the area out, put more seeds down, and possibly buy more plants from Southern Horticulture to fill it in because some of the other plants did not survive. She said that we would need a little bit of money but that she would not know how much to ask for because she, her husband, and Lonnie, spent twelve hours weeding. She said a resident donated her blanket flowers but that the resident was not involved with putting them in because we do not want volunteers working on their own on City property. Foreman Large advised that it is because of insurance. Chair Krempasky noted that she had to sign a waiver of liability to pick up trash on the Boulevard two weeks ago. Foreman Large commented that the cleanup event went very well. Chair Krempasky said that she personally picked up 4.6 pounds of trash.

Vice Chair Bandy said that the neighbors in that area are very active because when she was there working, several of them stopped by and she learned that someone had called the City, but while someone was driving through the wildflower meadow, no one came for seven hours. Foreman Large advised that he went there when he was notified but that they had been working somewhere else and did not know about it until later.

Chair Krempasky moved on to Item 1.b.

b. Parkette Planning/Green Infrastructure

Vice Chair Bandy gave a PowerPoint presentation [Exhibit A] which showed the locations for potential rain gardens. She said that 111 11th Street was also another location that had been discussed but that she went there with Lonnie, and he said that it was already doing its job, that it was dug down too deep, and that we would have to fill it in by about six inches to get it to the level that we needed, so he did not think that it was a good location. She showed the location near the auto repair shop [Exhibit A-1] and she advised that it should say 8th Street, not A Street. She said that she liked this location because it is large and there is already some drainage there. She said that at the Commission meeting they said that the River to Sea Loop would widen the sidewalk and if that did happen that there would still be space for an eco-garden. Chair Krempasky said that she thought that they changed their minds and were going to run the Loop through Mickler Boulevard. Foreman Large said that he believed that they changed it again. Member Candler said that she went to the Property Appraiser's website and tried to pull up surveys that showed where the County property ends and the plaza begins, but unfortunately, they called all of it "11th Street". Foreman Large said that this is 8th Street. Member Candler said that it did not matter because they were all called "11th Street" and that there were no surveys, it just showed little squares and no dimensions.

Foreman Large said that it was not discussed at the Commission meeting that the 8th Street parkette was already designated for parking and had been in the budget for this year, but that it was cut because of finances. He said that we do not know if they are going to try to do it again next year. Vice Chair Bandy advised that it was brought up at the meeting and that Commissioner George said that this is just a pilot program, but she did not know if that was implying that the eco-garden would be removed if the City decided to use it for parking but that they approved this location for an eco-garden.

Foreman Large said that the County right-of-way is located behind the powerlines, and it would probably be around the two cedar trees. He said that the sidewalk shown in the PowerPoint goes down 8th Street and that the sidewalk on the Boulevard would go back to the County lines so that it would be on City property but that you cannot see the telephone poles in the photo. Member Thomson said that he is looking at Google Maps and that the cedar trees are on the back side of the parkette and if it is a fifty-foot parkette, then there would be approximately thirty-feet from the right-of-way to those cedars and that we are only looking to do a fifteen-foot planting bed. He said that from his assessment, there would still be fifteen feet in front of those trees, so we would not be affecting their root structure. Foreman Large said that it would probably be about fifteen feet from the powerlines to the Cedar trees. Member Thomson said that it is more like thirty feet.

Discussion ensued regarding the footage from the cedar trees; someone showed a picture of the powerlines [Exhibit B]; whether the trees are twenty feet or thirty feet apart; even if it is twenty feet, you are still not in the cedar trees.

Foreman Large said that it was just over sixteen feet away. Member Thomson said that sixteen feet would be fine as long as you are not in the tree canopy. City Clerk Fitzgerald advised that the powerlines are right at the property line. Chair Krempasky said that we do not have to design it as 15 x 40 foot. Member Thomson said that you could stake fifteen feet from the property line based on the utility poles. Chair Krempasky said that the design that we have may not work because there is no shade there and that she does not think that we should get hung up on the dimensions. She said that if we still want to get Native Plant Consulting (NPC), that we could go to the site with Foreman Large and just let them know. Foreman Large advised that Public Works would like to have a survey done to make sure where everything is. Chair Krempasky agreed. Member Thomson said that a survey would cost money and how are you going to get a surveyor out there. Foreman Large advised that the Public Works Director wanted a survey done so that it does not get put in the wrong spot. Member Thomson asked if he thought that was reasonable. Foreman Large said yes because of the issues that we have had at other locations and to make sure that it is off of the County right-of-way. Member Thomson said to look at the aerial which showed the parking for the repair shop and that he is sure that they are not on the right-of-way. Foreman Large advised that the Public Works Director looked at it today and said that he wanted to make sure that we are inside of the parkette so that we do not have an issue.

Chair Krempasky asked if we would need a survey for any location because the one between 10th and 11th Streets is on the right-of-way [Exhibit A-2]. Foreman Large advised that a survey would not be needed for that location because it is in the County right-of-way and all that you would need is a diagram of how it would look and then get the

County's okay. Vice Chair Bandy said that if they widen the sidewalk to twelve feet, then there would be nothing left. Member Thomson agreed and said that he did not know if the sidewalk would ever go in but that the plaza at 8th Street is a better location. Vice Chair Bandy questioned whether a survey would have already been done since the City was thinking of using the plaza for parking. Foreman Large said that he did not know.

Chair Krempasky said that she was looking at the Planning and Zoning Board's suggestions for new parking and that they planned to use almost that entire 8th Street area for parking. Vice Chair Bandy advised that the Commission said that we could move ahead with either of these two locations. Chair Krempasky said what is the point of spending \$4,000 on something that is going to be ripped out in five years. Member Thomson said that it may not be ripped out because you can have a rain garden and parking. Chair Krempasky agreed and said that we should have been planning that from the beginning. Vice Chair Bandy said that we are not going to be able to design it, buy, and install the plants before the completion deadline of September 30th. Member Thomson said that if Public Works is willing to go stake out 15 x 40 foot in that plaza, and NPC says that we could do the plan there, then we could move forward. Chair Krempasky said that a survey could cost upwards of \$700. Member Thomson said that we should not have to pay for a survey and that he would discuss that with the Public Works Director. He said that it is obvious where the adjacent parking lot is, you know that they are not parking on the right-of-way, and there would also be a corner stake on that property identifying the right-of-way. He asked if Foreman Large had a metal detector. Vice Chair Bandy said that she has a metal detector. Member Thomson said that that is all you need to locate a corner stake. Foreman Large said that he would ask the Public Works Director if we could just stake it out. Member Thomson said that we could be conservative and stay five feet inside the right-of-way if that is what he wants.

Member Candler asked if there would still be enough space for parking if we do the eco-garden there. Member Thomson said that it is the same as other parking lots that we put landscaping on but that it might be reduced a little bit. Chair Krempasky said that the City said that once something was beautified that they would not tear it up. Member Thomson said that they would also be tearing out the red cedar trees which is a decision that the City would need to make. He said that they have given SEPAC approval to develop and build an eco-garden on this plaza and that the only holdup is staking it out, getting the bids, and getting it done.

Vice Chair Bandy said that SEPAC has \$8,000 to do two parkettes this year, and we have not done any, and it looks like we may not be able to have this one done by the end of September. Chair Krempasky said that NPC has the first week of August available, we could have their designer look at the space and design something in a few hours, but that she did not know if their timeline would allow for them to do the work before the September 30th deadline. She said that if they could do it sooner, then we could get it done. Member Thomson suggested to stake it out as long as the Public Works Director knows that all we need to do is take about six inches of the topsoil off. Foreman Large asked if the bids included prepping the area. Vice Chair Bandy said that Southern Horticulture had prep work in their bid, but Leonardi's did not. Chair Krempasky said that NPC included prep work as long as we pay for the cardboard which would only go around the plants. Member Candler advised that this site would need to be dug out and she asked

if that is part of the prep work. Member Thomson said that Southern Horticulture's bid stated that they would remove the existing grass and soil as needed to create an appropriate size swale. Vice Chair Bandy said that the problem is that they cannot get it done by the September 30th deadline. Chair Krempasky said that she thought that they could have until October 30th. Vice Chair Bandy said that the Finance Director said that the work must be done by September 30th but that we had until November 30th to pay for it and if it is not completed, that it would require a budget resolution to pull the funds into fiscal year 2024. Member Thomson said that it is not that much and if we do not get it done, they could just move it forward and that should not stop us. Chair Krempasky agreed. Vice Chair Bandy asked what the requirement of a budget resolution meant. Member Thomson said that the Commission authorizes budget resolutions at every meeting. Vice Chair Bandy said then it would possibly not need to be done by September 30th. Chair Krempasky said that every effort should be made to have it done by the deadline and then we can see how it goes. Member Candler agreed.

Member Thomson said that he thought Southern Horticulture could contract it out. Vice Chair Bandy said that she asked about it and that she got a message from them today and they said that they could not get it done by then and asked if there was a way that we could get it underway and do the work later. She said that she had not replied to them yet because she did not know the answer to their question. Member Thomson said that it was a lot of work for them to prepare these proposals, etc. and if we do not move forward, then we are just spinning wheels and taking up a lot of people's time. Chair Krempasky said that she thinks we should try it. Member Candler agreed. Chair Krempasky said that Leonardi's was the most expensive. Vice Chair Bandy said that they also did not include the prep work, but that they could do it right away. Chair Krempasky said that is a plus because the quote that she got for the palm trees was from Leonardi's which would add another \$2,400. Vice Chair Bandy said that she thought that we did not need the palms. Foreman Large advised that Public Works has palms. Chair Krempasky said that this location has no shade and if we have the designer look at the location that we would need a new plan which may change things and if Public Works has the palms, we could just pay someone to plant them. Vice Chair Bandy said that Jordan from Southern Horticulture asked to see if the City had any flexibility on the deadline or if they could prepay, which they have had other entities do before. Chair Krempasky said that it is not the payment that she is worried about, it is the work. Member Thomson said that we need to select the site and the initial bidder, have them stake it out, and look at their proposal. Then they would need to decide if it needed to be modified and if we wanted to go with them.

Member Thomson asked if Public Works would write the contract, that normally they do it for anyone doing work for the City if it is over a certain dollar amount. Chair Krempasky said that if we select one of these bids, then Public Works could get things started by writing the contract. Vice Chair Bandy said that NPC is the least expensive. Chair Krempasky said yes, but that digging out the space did not have to be done on the original site. She said that 8th Street is the location that she would like to do because the other one is too small. She said that if we use NPC again, that a design would cost \$195, and they could come out the first week in August and maybe she could send the plan to the City Clerk to forward to Foreman Large to contact them. Member Thomson asked what the price difference was for NPC. Chair Krempasky said that the bid was \$1,617. Member

Thomson asked if they all had the same plant list. Chair Krempasky said yes but at that time, she did not realize that the City had the palms. She said that this is a totally different site, so they would come back with a different estimate and different plants. Member Thomson said that they are all based on a 15 x 40-foot design. Chair Krempasky said yes. Vice Chair Bandy said that NPC is the least expensive and they are probably the most knowledgeable about eco-gardens.

Vice Chair Bandy said that we are really going to have to expedite everything if we want it done by the end of September. She suggested to get it in the works and for SEPAC to approve up to \$4,000.

Foreman Large said that SEPAC talked about a company that would maintain it and pull weeds, etc. Chair Krempasky said that it was NPC. Foreman Large said that Public Works would like to get more information from them such as a maintenance agreement, the frequency that they plan on doing maintenance, whether costs have gone up, etc. and let them know that the maintenance agreement could be done at the same time as planting. Vice Chair Bandy said that theoretically it would not require a lot of maintenance because we do hardly do anything to the bioswale, and it is fine.

Member Thomson said that he was comparing the NPC bid to the Southern Horticulture bid and that the difference is that there is a dollar figure for removing and disposing of soil to a depth of nine inches in a 15 x 40-foot area for a total volume of 16 cubic yards and that the price difference is \$1,750, which would reduce it. Vice Chair Bandy said right, but we need to add that to the other one. Member Thomson said either way if you add it to that, it would be in excess of the Southern Horticulture bid. Vice Chair Bandy said that Southern Horticulture also cannot do it that quickly and they cannot design it, that the goal was to get it done by September 30th. Member Thomson suggested to narrow it down to NPC and Southern Horticulture, but that they should both look at the site and then recommend any adjustments to the plants. Chair Krempasky said that that is what the designer is going to do and that we are using NPC for the design. Vice Chair Bandy said that NPC did a neighbor's yard which basically has swales with plants. Member Thomson asked if they wanted to say that NPC is the leading contender and we want the site to have exactly what is on the quote such as removal of the soil, etc. He said that they also want to improve the subsoil and we should have them look at that requirement, look at the site, make any changes, and provide a final price. Chair Krempasky asked to confirm that this is the site that we are choosing, you authorizing her to spend \$195 with NPC to get a new design, and once we have the design have each of the companies provide new quotes. Member Thomson said that he does not think we need to do that and to make the decision for a certain amount and that NPC has been selected. He said to ask them to modify their bid for this site, to include creating the swale, and any other plants that they would rather substitute.

Foreman Large noted that if it is over \$1,000, you need three bids, which you received [Exhibit C]. Chair Krempasky asked if a motion was needed. City Clerk Fitzgerald advised yes, if you are going to authorize Public Works to move forward and spend the money. Foreman Large said that they are just going to spend \$195 for NPC right now. Member Thomson advised that we are selecting NPC to do the work based on the proposals that we received, to modify their proposal for this site as he had mentioned earlier, and assuming that it would be \$4,000 or less, to authorize Public Works to form a contract.

Member Thomson read his memo and said that he would take on the first item, "Sustainable Stormwater Management Research and Study Project", and that he has already made one presentation to the Commission and would like to propose working with the Engineering Director, Jason Sparks.

Member Thomson moved on to item two and said that he saw the need for a "Climate Change Action/Adaptation Research and Study Project", which was one of our goals and that there would be a member working with the Planning Department. He moved on to the third item, "Urban Forestry Management Research and Study Project". He said that there is a lot of planning and specifics and that a member could work with the superintendent of the Public Works grounds department. He asked Foreman Large who the superintendent was. Foreman Large said that he is the Foreman of that department and that Public Works Director Gatchell is his supervisor, and that Assistant Public Works Director Adams would also be included. City Clerk Fitzgerald advised that Ken Gatchell is the Public Works Director, Russell Adams is the Assistant Public Works Director, and then all the Foremen, which Foreman Large is the Grounds Foreman. Member Thomson said that he did not know if anyone would be interested in making a quarterly report or whatever.

Member Thomson said that the fourth item is "Natural Resources Conservation and Recycling Research and Study Project." He said that members could work independently with City staff and report findings monthly or quarterly to SEPAC, which could then make a report and presentation to the Commission on a yearly basis. He said that we do not have to reinvent the wheel, but we could look at what other cities our size are doing and then advise the Commission annually with recommendations. He said that we could do other improvement projects but that the planning projects are important too.

Member Thomson advised that SEPAC could either mull over this or agree that this be on the agenda under the Environmental Planning Projects topic and have members step forward and take the lead and decide by next month.

Chair Krempasky said that she is kind of in step with this and she asked if she should leave Vice Mayor Rumrell's comment alone. She said she felt that his comment was inappropriate especially while two Members were making a presentation and to put them on the spot like that. Vice Chair Bandy noted that it was in the middle of their presentation that was being broadcast live stream. Member Candler said that she thought about emailing him herself to say that she was offended and that she believed SEPAC offers a lot to this City but that she was not sure if it would be appropriate to do that. Chair Krempasky said that you are allowed to speak for yourself and that she was personally offended too.

Vice Chair Bandy said that a lot of things happen, and it is clear that we spend a lot of time talking and writing up things that may not even get looked at or considered. Member Thomson said that this is the third time that he heard about eco-gardens and that one Commissioner did not seem to even want to deal with it or would rather have a garden club go out and do it.

Chair Krempasky said that she appreciated what Member Thomson was trying to do but in terms of advisory, this Committee has been the most active working with the

Chair Krempasky asked if we need a motion for that portion. City Clerk Fitzgerald said yes, and she advised to word it similar to the way we phrase motions for Request for Proposals (RFPs).

Motion: to authorize Chair Krempasky & the Public Works Department to negotiate with Native Plant Consulting (NPC) to modify the design and proposal to proceed with the eco-garden on the southwest corner of the 8th Street plaza, not to exceed \$4,000. **Moved by:** Member Thomson. **Seconded by:** Member Candler. Motion passed unanimously.

Chair Krempasky asked if SEPAC would talk with the businesses in that area. Member Candler said that she would talk to them and simply advise them about what SEPAC is doing. Chair Krempasky said that we do not need their permission because they would have no responsibility for it, and it would not be in their way. Vice Chair Bandy asked if they needed to stake it out. Chair Krempasky said that she would discuss that with Foreman Large to see if he thought it would be better to do it before the designer or just let them know the parameters the day that they are there. Foreman Large advised that he would ask the Public Works Director, and if he says it is okay to stake out a 15 x 40 area, that he would do that in front of the cedar trees. He said that if the answer was something different, that he would let SEPAC know. Chair Krempasky asked if they wanted the garden to incorporate the cedar trees. Foreman Large said that it would depend on where the trees fall when he stakes out the area. Chair Krempasky asked if Foreman Large would email her after he stakes the area. Foreman Large agreed.

Chair Krempasky moved on to Item 1.c.

c. Urban Forestry

Foreman Large advised that they have been working so much at Ocean Hammock Park that they have not had time to repair the water truck.

Chair Krempasky moved on to Item 1.d.

d. Environmental Planning Projects

Member Thomson advised that the minutes indicated that he should continue with questions about sustainable stormwater management and that he improved the questions that he presented last month. He said that what he was hoping to do with environmental planning projects would be to identify specific projects that we are working on as an advisory committee and that we already gave our priorities for areas of concern. He said that what everyone received today is a memo titled *SEPAC: Notes on Climate Change and Sustainability Planning Projects* [Exhibit D]. He would like to have these four projects listed as Environmental Planning Projects that we are working on but that they would not need to have a monthly report.

Member Thomson said that one of his concerns in the presentation was that SEPAC is not considered a planning organization that gives input, which we have done all along for such things as the Comprehensive Plan and the Vision Plan. He said that he believed that SEPAC's purpose and duty as an advisory committee was to keep working on these big issues that are affecting the City and to advise the Commission accordingly, but we do not need to send this memo to the Commission.

of this. Chair Krempasky said that her only other hesitation is that the City staff seems pretty overworked right now and that they probably do not need more added to their plate and that maybe we should sit down with the Supervisors. Member Thomson said that he does not want to overwhelm the Commission or staff and that is why they are long-term planning projects.

Chair Krempasky moved on to Item 2.a.

2. Educational Programs

a. Environmentally Friendly Landscaping Recognition

Chair Krempasky advised that she had been dealing with Quick Signs for about two weeks because they were trying to give her advice on how to put the signs in the ground. She said that during her vacation she found pigtail sign stakes [Exhibit E] and that you would need two of them for the sign to go in between. She said that two of them would cost \$4 and that they are perfect for 8 x 12 signs, which is what she ordered. She advised that SEPAC is getting ten 8 x 12 aluminum signs for \$200 and the hardware for mounting it in the ground, which will look pretty. She said that she was going to buy four of the sign stakes this time so that we could do the two signs and see how it goes. She said that she would probably try to buy them before July 20th if the Vice Chair wanted to set something up with her award recipient. Vice Chair Bandy asked if she would want to drop them off to the City Clerk for her to pick up. Chair Krempasky said that she already sent the other recipient information about what the sign looks like and he is very excited to display it in his yard and that the Vice Chair could forward it to her recipient as well. She said that she just really wanted someone else's feedback whether they really wanted this in their yard. Chair Krempasky said okay, and that we can hopefully get these in the ground this month and see if we get a positive reaction.

Chair Krempasky moved on to Item 2.b.

b. Environmental Speaker and Film Series

Vice Chair Bandy said that she had not heard back from Mr. Hiaasen and that she had another idea. She said that we have \$750 in the budget for this topic and that we have not spent any of it. She found another Florida author, Jeff VanderMeer, who wrote a Time Magazine article about environmental issues in Florida, and he lives somewhere in Florida. He has written several books and she is going to reach out to him to see if he would do it for a certain amount of money. She said that there may be other local people that we could try if this does not work out. The event at the library is October 26th but we would need to spend the money by September 30th and the library could also get us in on September 14th if we wanted to do that. She asked Member Candler if she would still be able to get a hotel room if need be. Member Candler said yes. Chair Krempasky said to contact Mr. VanderMeer and she asked if it would just be him or a prior film. Vice Chair Bandy said probably just him and since he is an author, it would be great for the library too. Chair Krempasky said that if this falls through that she could contact Deirdre Irwin. Vice Chair Bandy said that she also had someone else that she could contact if we decide to continue with this, which she believed was something that needed to be discussed. Member Candler said that she has a distribution list for all of the garden clubs and that she would send out a notice that we are doing this to all the members.

Comprehensive Plan during workshops and the Vision Plan and we have also been asked our opinions, so they know that we are here and that we are more than just doing projects. Member Thomson asked if they really know what our concerns are such as adaptation to climate change. Vice Chair Bandy said that she worked many hours on extensive reports each month to the Commission regarding what we were doing. Member Thomson asked if it was policy direction that they could use. Vice Chair Bandy said that she worked fifteen to twenty hours on the Vision Plan outlining everything that we wanted, and that the majority of our suggestions were not taken. Member Thomson said that he believed that they were modified and that the Vision Plan has five or six of SEPAC's goals in it which they asked us to help develop.

Chair Krempasky said that during Member Thomson's presentation to the Commission regarding stormwater, that Commissioner George asked the City Manager to retain SEPAC's concerns to be brought back when it is discussed again, so she believed that the Commission knows what SEPAC is trying to do. She said that it is not that she does not want to do this, because it is good, but she needed to know if Member Thomson wanted her to follow up with the City Manager. Member Candler said that she thought that she should follow up. Vice Chair Bandy said that you could also take it another way because the Vice Mayor said that SEPAC has great ideas but that it was too bad that you cannot get together to work on them to get them done quicker. Instead, we have to abide by all of these rules, which are slowing us down. Member Candler agreed. Chair Krempasky said that is not what is slowing us down, the residents not supporting the project is what slows us down. She said that it did not matter to her because she would love to be able to talk to everyone between meetings. Member Candler asked how the Vice Mayor knew when SEPAC did not have a meeting because we did not have a quorum. Vice Chair Bandy said that it is in the reports.

Chair Krempasky said that, as the Chair, she could leave it alone and that Member Candler could write something herself if everyone was okay with that. Member Thomson agreed that it was sort of an affront and that they gave a wonderful presentation but that this was the third presentation, and he still does not think that they get it, or some do not want to get it. He said that he believed that it was a personal statement that the Vice Mayor made and that you should do what you need to do. He said that he would not want us to lose sight of the forest through the trees, we do these little projects and work our butts off. Chair Krempasky said that they are not little projects and that they spent a lot of time on the Vision Plan this year. Member Thomson said that we spent maybe two or three meetings because they wanted the information. Vice Chair Bandy said that she spent a lot of time outside of the meetings combing through every word, making comments, and PowerPoints. Member Thomson said that he initiated getting our priorities listed and that he does not want to lose sight of the planning advisory work that we are supposed to be doing. Vice Chair Bandy said that they ask us when they really want advice from SEPAC, such as with glass recycling.

Chair Krempasky asked if SEPAC could have a month to mull this over. Member Thomson agreed and he said that an advisory committee could be proactive as well. Vice Chair Bandy said that we are trying to be proactive on all of our projects but that she does not have time to dig deeply into scientific areas. Member Thomson said that we do not have to reinvent the wheel but that we did mention we were going to do assessments of some

Chair Krempasky moved on to Item 2.c.

c. Newsletter Topics

Chair Krempasky said that the Newsletter would be the Environmentally Stewardship Awards and the photos of the Environmentally Friendly Landscape Award winner's yards. Vice Chair Bandy said yes. Chair Krempasky said that she would hopefully have the signs to her in a few days and that you would have the information to give to Ms. Conlon by the 20th.

Chair Krempasky moved on to Item 2.d.

d. Environmental Education Materials

Member Thomson asked were we ended up with this and did we decide instead of the Environmental Corner that we would do some flyers. Vice Chair Bandy said that we talked about her bringing a list of things that she could make a brochure about such as: when to water your lawn and why it is important not to overwater, the importance of hiring an arborist for your trees, that you should not hurricane cut your palms or use edgers around the bottom because it scars the trunks, why native plants and mulch are important, and if you hire someone that they are required to remove the debris instead of leaving it for the City to haul away. Foreman Large said only for hired contractors. Vice Chair Bandy said that a contractor will lower their price but if the resident wants it hauled away, they charge them extra, so few people would want to pay extra for that. Member Candler asked if that was for construction and yard debris. City Clerk Fitzgerald advised that it is for anything that you hire a contractor to do for you. Member Candler asked why Public Works picks it up. Vice Chair Bandy said that Public Works would not know whether the homeowner did the work or not, but in our own neighborhoods we would know. Member Candler said that her yard guy puts a pile out every two weeks and Public Works picks it up and that she had no idea. Vice Chair Bandy said that if we put it out in our brochure, then people would know. She said that she did not know if all this information would fit in one brochure or not. Member Candler said that they should be separate brochures. Member Thomson suggested to include something about the eco-gardens as a means to control stormwater runoff. Member Candler said that the Vice Chair could just use her current PowerPoint material. Member Candler said that they would not need to be all at the same time.

Everyone was talking over one another, and nothing was retrieved for the minutes.

Chair Bandy said that she would bring it to a future meeting because she would not be at the August meeting. Chair Krempasky said possibly for the September meeting. She said that we have an audience at the Arbor Day event and so we could add it to the bags of information that we put together. Member Thomson said just like Public Works put the illicit discharge flyer with the Arbor Day packet this year. City Clerk Fitzgerald advised that Ms. Conlon does several events throughout the year, and you could ask her if she has a table or somewhere that she could set them up. Vice Chair Bandy said that it would be nice to get some done this year so that we could pay for the printing, etc. out of this year's budget so that we do not let so much money go to waste.

Chair Krempasky moved on to Item VI.

VI. OTHER COMMITTEE MATTERS

Vice Chair Bandy said that she would like to talk about the budget because we need to finish up this fiscal year and plan for next year. Chair Krempasky asked when the first budget meeting was scheduled for. City Clerk Fitzgerald advised that it is scheduled for July 31, 2023, which is being worked on right now.

Member Thomson asked if the Vision Plan had been posted to the website and would there still be a workshop. City Clerk Fitzgerald said that she believed that they were still planning a workshop but that they have not said when. Member Thomson said that it was adopted. Chair Krempasky said that if it is approved that it would be nice if it was available to see somewhere. Member Thomson asked if there was a procedure for viewing it once it has been adopted. City Clerk Fitzgerald advised that she has not received final approval on the draft changes that she made according to what the Commission asked for, it was then handed it over to the City Manager and that she does not know if it was acceptable or not. She said that the Commission has not asked for it to be publicized anywhere. Member Thomson asked if it would be near the Comprehensive Plan if it were to be published. City Clerk Fitzgerald advised that it would be posted to the website and listed alphabetically wherever it falls in the list of documents.

Vice Chair Bandy showed last year's budget and said that SEPAC received a total of \$13,100 [Exhibit F]. She advised that SEPAC spent less than \$1,000 and has \$12,273.40 left. She said that we bought some plants for \$430, and we did the wildflower signs, which need to be put out sometime. Foreman Large agreed and said that he looked at them the other day but has not had time to put them out. Vice Chair Bandy said that we spent some money with Native Plant Consulting, Quick Signs, and for something at Tractor Supply. Foreman Large advised that he bought the hay for the wildflower area at Tractor Supply. Vice Chair Bandy said that hopefully we would be spending the \$4,000 for the eco-garden and the signage.

Chair Krempasky said that if we have \$8,000 to spend to improve several parkettes and this first one costs \$4,500, then we would not get two done this time. Vice Chair Bandy said that the detail said that it was \$4,000 per parkette but that she did not know how strict they would be about it. Chair Krempasky said that we would go with \$4,000 for now because we do not have time to do two at this point and that we would probably need to get with the Finance Director to do a budget resolution and move the other \$4,000 to next year. Member Thomson said that in the past we have authorized contractors to continue with the Avenue of Palms in the areas where it is needed. Vice Chair Bandy asked if that would fall under the Urban Forest Management Plan. Member Candler asked if we would be able to get someone to do it. Foreman Large advised that when that money was put in the budget it was because we talked about buying more trees for the areas that Charlie's group had talked about, but without being able to take care of them, it would not be wise, which is why the money has not been spent and that he did not foresee them needing to buy anything. He said that there are still a lot of trees at the Public Works nursery that they have not been able to plant yet including the trees from Lowe's, such as Magnolias, so we have plenty of trees for the future.

Member Thomson said that what he is proposing, which SEPAC has done in the past, is to hire Leonard's or Southern Horticulture to plant palm trees. Member Candler asked if they would be able to do it before the end of September. Member Thomson said that he did not know. Vice Chair Bandy said that Leonard's probably could. Member Candler asked if we could get them to water the trees until we get our water truck repaired. Chair Krempasky said that their palms are around

\$750 each. Member Candler said that we are not buying palms. Chair Krempasky said that she thought that we were saving the palms. Foreman Large said that we have about twenty-three palms at Public Works. Chair Krempasky said that no one is going to just plant the palms for us. She asked if he wanted to spend \$1,850 for the labor. Member Candler said that they planted the palms at B Street. Foreman Large said yes, but that Public Works watered them for a year and half with the water truck. Member Thomson asked Foreman Large to look at the Avenue of Palms on the east side between 2nd Lane and 3rd Street, which has a plaza and that he believed that there was a well and a pump put in. He said that recently some shrubs have been put in that area and it would be nice to have palms in that stretch. Foreman Large said that it is not in service now but that there was one there twenty years ago. Member Thomson asked if Foreman Large would check to see if it could be hooked back up. He said that the residents in that area have just put in some shrubs and that they are irrigating them. Foreman Large said that he knows exactly the area that he is talking about and that he could look into it. Member Thomson said that there is room for eight palm trees so the question would be whether Leonard's could plant eight palm trees before October. Vice Chair Bandy said that she did not think that they could plant eight palms for \$1,850. She said that Leonard's installation cost of a "customer-owned" Cabbage palm would cost \$350 each so we could have five palms planted. Member Thomson said that we have borrowed money from other places before. Foreman Large advised that they have moved money before but that they would need to talk to the Finance Director first. Member Candler asked how we would water them. Member Thomson said that there seems to be irrigation in the area. Vice Chair Bandy said that the neighbors in that area already bought something that they are watering. Foreman Large advised that the homeowner is working on that area now and they are putting rock and plants in and that it looked like they have irrigation.

Member Thomson said that eight palm trees are what the Code requires to complete the Avenue of Palms and that we should get a price for planting eight palms from Leonard's. Chair Krempasky asked Foreman Large if he worked with Leonard's the last time they planted the palms. She asked if the Vice Chair's discussion about the budget was how to finish FY 2023 and not discussion of FY 2024. Vice Chair Bandy said that we barely spent \$1,000 and if we do not spend some money, then we would not get much in the future. Chair Krempasky said that she believed that we could justify the fact that we cannot plant anything without a water truck. Foreman Large showed the area that Member Thomson was talking about and that the palms would go in the right-of-way.

Chair Krempasky said that the \$250 for the Environmental Stewardship Awards plaques should have already been spent. Vice Chair Bandy said that the information that the Finance Director sent her did not include anything about the plaques so it would probably be for this year's plaques. Chair Krempasky said that we would definitely spend that money because if we choose someone by August 25th, then she could spend it in September and do the presentation in October.

Foreman Large advised that you would only be able to get about three palms in the area. Member Thomson suggested to put them closer together. Member Candler suggested taking money from the \$8,000 for the parkette improvements. Chair Krempasky said that the funds are earmarked for a plaza. Vice Chair Bandy said that at the meeting she told the Commission that SEPAC would probably be asking to move that money to next year to do another parkette. Chair Krempasky said that we should just get the one done so that we have a model.

Vice Chair Bandy asked how many trees they decided on. Member Thomson said that Foreman Large believes that it would be less than eight. Foreman Large said that he would have to measure the area. Member Thomson would like to use some of the remaining money from the plazas and

move it to be able to plant eight Sabal palms. Chair Krempasky asked what would be wrong with just planting the five that we can afford and adding the others later. She explained that if we are able to move that \$4,000 forward to do another parkette project that we would not want to deplete any of it and wind up not having enough to do the project. Foreman Large advised that if you do this and it is over \$1,000 that you would need to get three bids so you may want to keep it under \$1,000. Vice Chair Bandy said that they already have three bids because all three companies were going to plant City owned palm trees for the eco-garden, but that Southern Horticulture probably could not do it in time. Chair Krempasky advised that NPC does not plant palms. Member Thomson said that they could be phone bids if the amount is under \$5,000. Foreman Large agreed and said that you would still need to have them. Chair Krempasky said that there are only two companies that can do it. Foreman Large advised that you would still have to have a third company tell you that they cannot do it. City Clerk Fitzgerald advised that you still need to have three bids and that you could call a company and if they decline to bid for whatever reason, you can still note that you made the attempt for three or more bids. Chair Krempasky said okay. Vice Chair Bandy asked if we could just use Leonardi's. Foreman Large said that you would need an updated quote to make sure that the price would be the same for this new project.

Motion: To authorize installation of up to five palms on the east side of A1A Beach Boulevard between 2nd Lane & 3rd Street. **Moved by** Member Thomson. **Seconded by** Member Candler. Motion passed unanimously.

Vice Chair Bandy said that she also wanted to point out on FY 2023's budget request that we asked for \$1,500 for part two of the Mickler Boulevard landscaping project, which would have been the butterfly garden to the south of the wildflower meadow. She said that she and Foreman Large could go buy the plants and put them in. Chair Krempasky asked if you would need to prepare the land. Member Thomson said that it would be part of the process, but you could just scrape the topsoil off. Vice Chair Bandy said that she believed that we could do that for a butterfly garden or do the cardboard method. Chair Krempasky said that it would depend on Public Works too. Foreman Large said that they are on a deadline for Ocean Hammock Park and most all their working hours are trying to get it finished. Member Thomson suggested asking NPC. Chair Krempasky said that she would check with them tomorrow. Member Thomson said that it was good to review the budget but that we probably should have done it six months before. He asked if there was anything else that had not been spent yet. Vice Chair Bandy advised the \$750 for the film series guest speaker and she asked if anyone had ideas how to spend the money. Member Candler asked about the money for the flyers. Chair Krempasky said that it may be a project for next year. Member Thomson said that it is educational, and he asked if the money could be transferred for the expenses for the flyers and get working on it. Chair Krempasky said that the Vice Chair has a full-time job. Member Thomson said that maybe it could go forward for next year.

Vice Chair Bandy asked to discuss SEPAC's August meeting because if there are only three members, then there would not be a quorum. Member Thomson asked when the Vice Chair would be back in town. Vice Chair Bandy advised that she would be back August 14th. Member Candler asked if SEPAC's August meeting could be put off until the 17th. Chair Krempasky said that we could ask the City Clerk if that is manageable to do that. Member Thomson advised that he may be leaving on August 15th. Vice Chair Bandy suggested August 3rd. Member Candler said that she would be gone that week. City Clerk Fitzgerald advised that we really would like to avoid moving these meetings around as much as possible. Chair Krempasky asked the City Clerk to

contact Member O'Brien to let him know that we need him to appear to have a quorum so that we can get things fine-tuned before the end of the year. City Clerk Fitzgerald agreed.

Chair Krempasky moved on to Item VII.

VII. ADJOURNMENT

Motion: to Adjourn. **Moved by** Member Thomson. **Seconded by** Vice Chair Bandy. Motion passed unanimously.

Chair Krempasky adjourned the meeting at 7:40 p.m.

Sandra Krempasky, Chair

ATTEST

Dariana Fitzgerald, City Clerk

COMMISSION REPORT

August 2023

TO: MAYOR/COMMISSIONERS

FROM: DANIEL P. CARSWELL, CHIEF OF POLICE

DEPARTMENT STATISTICS July 25, 2023- August 24

CALLS FOR SERVICE – 1363

OFFENSE REPORTS - 71

CITATIONS ISSUED – 70

LOCAL ORDINANCE CITATIONS - 21

DUI – 1

TRAFFIC WARNINGS- 113

TRESSPASS WARNINGS- 30

ANIMAL COMPLAINTS - 17

ARRESTS - 23

- **ANIMAL CONTROL:**

- St. Johns County Animal Control handled 17 complaints in St. Augustine Beach area.

MONTHLY ACTIVITIES –

Nocatee Night Out- Aug 2, 2023

Lawn Mowing August 24, 2023

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: MONTHLY REPORT
DATE: 8/24/2023

Finance

FY24 Budget preparation continues ahead of the September 11th meeting. As FY23 ends, there are adjustments needed to move funds between accounts and departments and we are still awaiting revenue receipts from HMGP on the weir project. We have submitted all requested documents and are just awaiting reimbursement. Reimbursement has been received on the Ocean Hammock Park grant in the full amount of \$106,500.

Communications and Events

The next event is the Night Market and Luau scheduled for Saturday, October 28th from 6-9pm. This will be the last performance for the City by Prince Pele's Polynesian Revue as they are retiring after fifty years of performing. More information will be shared in the upcoming weeks, and we hope everyone will come out and enjoy this event!

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			
	Item	Qty	Cost Estimate
9/26/2022	Concrete Grinder	1	\$10,000.00
9/26/2022	Stormwater Bypass Pump	1	\$75,000.00
9/26/2022	Dump Truck	1	\$130,000.00
11/14/2022	Dump Truck	1	\$174,943.00
9/26/2022	Pickup Truck	1	\$35,000.00
9/26/2022	Pickup Truck	1	\$35,000.00
9/26/2022	Pickup Truck	1	\$35,000.00
9/26/2022	48" mower	1	\$10,000.00
9/26/2022	2nd Street Improvement	1	\$100,000.00
9/26/2022	Parking Improvements	1	\$95,000.00
9/26/2022	Parking Improvements	1	\$100,000.00
9/26/2022	Parking Improvements	1	\$20,000.00
9/26/2022	Parking Improvements	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	1	\$250,000.00
4/19/2022	Refuse truck 25cy	1	\$250,000.00

Reduced \$55k-move to OH

\$1,488,943.00

\$5,760.46
\$0.00
\$0.00
\$178,317.00
\$26,263.56
\$26,263.56
\$30,072.55
\$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

Est
Est FY25
Est FY25
Est FY25

\$1,447,203.03

Other Suggestions			
	Item	Qty	Cost Estimate
9/26/2022	ID Cards	1	\$20,000.00
9/26/2022	MFA Citywide	1	\$25,000.00
9/26/2022	Secure Bldg C	1	\$40,000.00
9/26/2022	Video Production Impr	1	\$75,000.00

\$20,000.00
\$25,000.00
\$40,000.00
\$66,691.03

Est
Est
Est

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			\$214,371.00	
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	\$1,160,753.97

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
Storm drain cleaning		1	\$100,000.00

\$0.00	\$100,000.00	\$100,000.00
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Other Suggestions			
Parking Improvements	Dirt Lot Paving SW Corner of Blvd & 8th St		\$160,000.00

\$160,000.00	\$160,000.00	\$160,000.00
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Pay Increases			
Pay Increases-FY22-FY24	**REMOVED**		\$0.00

\$0.00	\$0.00	\$0.00
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Total Adopted			\$260,000.00
Total Spend			\$3,380,000.00

\$3,203,328.80

Grant Project	Grant Type	Grant Amount	Grant Expiration Date	Project Stage	Status
Mizell Pond Weir and Stormwater Pump Station	FEMA/ FDEM: 4283-088-R	\$2,202,108	12/31/2024	Final Completion	Revised final RFR #5 sent to FDEM 07/26/23 (LHernandez); State (FDEM) final inspection performed 062823. Additional information provided about wind borne debris protection of pumps and facilities being constructed above 500 yr flood elevation. FEMA closeout process to follow successful FDEM final inspection response. Adv Aut Prods Draft dwgs received 08/18/23. SJRWMD filmed Aug 23 CCTV installed 8/18; Waiting to schedule ribbon cutting mid-Sept; Close Out packet sent to SJCUD on 8/14 and awaiting response; follow-up email to CDOLD on 8/25.; awaiting final release of liens; Grant reimbursement received last week.
Ocean Hammock Park Phase 2	FRDAPA1034	\$106,500	06/30/2023	Final Completion	JSPARKS spoke to Melanie Orozco from FCT-FDEP regarding Phase 3 management plan changes from active to passive recreation. She is reviewing stewardship report. SUE quotes received 08/24/23. Consultant/CSAB currently working on easements; phased approach to project approved by FDEP. Confirm with SJRWMD. MDG contract and schedule is open ended until pre-con phase finished. Met with MDG 07/28. Bid package prep, easements and final plans prep underway. Await LS des calcs.
Ocean Hammock Park Phase 3	CPI	\$60,000	9/30/2023	Canceled	WMD funding available after October 1. Sent email to Sara Driggers about phasing on 8/02. See previous project status.
Ocean Walk Drainage Impvmts	Leg. Appr.: LPA0222	\$694,000	3/31/2025	Design/Permitting	
Ocean Walk Drainage Impvmts	SJRWMD (25% Cost Share)	\$354,087	TBD	Design/ Permitting	

Sea Oats	FDEP (Matching Funds): 19SJ3	\$25,000	9/30/2024	Pre-Construction	Per Alyssa Lamb on 8/07, amendment low priority but is with FDEP leadership for review/approval. Amendment is for requesting an additional time extension to Fall 2025 due to conflict with beach renourishment/Sea Turtle Nesting Season.
C.R. A1A/Pope Road Storm Surge Protection	FEMA/ FDEM: 4468- 017-R	\$52,500	6/30/2023; 10/18/2024	Design/Permitting	Environmental and Historic Preservation (EHP) RFI received from Teresa Sanders at FDEM. COSAB & MDG working on responses to the RFI: 9/01 information due date. Revised Phase 1 RFR #1 submitted to FDEP 08/11; Received Ph II funding budget worksheet, \$557,702, await FDEM funding approval. Execute grant funding agreement and POP ends Oct 18, 2024. MDG contract schedule is open ended until pre-construction phase is complete; min. 4 months to review.
Dune Walkovers	SJC Port and Waterway (Matching Funds)	\$190,025	N/A	Year 1 Construction Complete	10 th and 6 th Street priorities, C & E after that; SJC Port & Waterway will match up to \$190,025; City only has \$100,000 budgeted. May need additional budget resolution to bring \$90k over once needed? Application for funds sent on 7/13 to SJC P&W; Execute new P&G piggyback contract with County; Oct 1 rollout.
Magnolia Dunes/ Atlantic Oaks Circle Drainage Impvmts	Leg. Appr. : LPA0387	\$1,200,000	12/31/2026	Pre-Design Study	Determined that estuary is restricted by SJRWMD; outfall is not an option. FDOT pond is feasible route, but lose 2.5 ft of head. ECT to provide 6 alternative scenarios by 8/25 based on ex. conditions and the proposed model. ECT sent resiliency plan,

					<p>FDOT record, and resiliency figures on 8/18. CSAB met 08/04 with FDOT ref their drainage system capacity. Jason/ECT craft agenda item for 09/11 CC mtg discussing these two options. Revised ECT Inv #1 returned with comments 08/25.</p>
7th 8th and 9th Street Drainage	Leg. Appr. : LPA0386	\$90,000	12/31/2024	Design/ Permitting	<p>Survey CAD underway; Final deliverables due 113023. Check schedule.</p>
Vulnerability Assessment Update	FDEP: 23PLN30	\$50,000	06/30/2026	Draft Work Plan	<p>Returned signed (Max) final grant agreement for \$50k on 08/21 for review/execution, exp 063026; Applied for \$151,549 expansion of funding on 7/19/2023. Consultant during FY23 for completion of Grant Work Plan Tasks 1, 2 and Task 3 partial.</p>

Non-Grant Project	Contract Expiration Date	Project Stage	Completion	Status
Stormwater Master Drainage Plan	01/20/23	Draft Final Deliverables rejected	Contract expired	<p>Meeting with CMT on 8/29 to discuss. CMT response to City email on 8/21; City notified CMT their contract expired (04/25/22-01/20/23) and no additional invoices will be approved. Draft final master plan and CMT contract reviewed on 7/11 with CMT. CMT to provide Topo Survey, updated GIS assets, field engineering and Concept Infrastructure Plans, amended model, etc. supporting documentation and final deliverables. CMT (Scooter) supposed to revise hydrology.</p>
2nd St Widening and Extension	8/2023	Construction	9/2023	<p>Contract expiration notification letter sent on 8/21; DB Civil & CMT have yet to respond; Crews finished curb and driveways on widening section; asphalt removal in progress and grading set to being today 8/28; Tustin driveway yet to be completed; City still awaiting 3rd Alley CCTV; SJCUD walkthrough still needed prior to paving, and DB CIVIL nor CMT have responded to inquires of the walkthrough status. Bac-T w/pH test completed; PO Req submitted 08/18 for UGE infra install along the extension and 2nd Ave. DBCivil schedule provided 08/11, SC by 09/08. Independent survey data collection during week of 08/14 to check curb/gutter and drainage structure elevations, 3rd Alley and end of extension.</p>

<p>A Street to 1st Street West Parking Lot</p>	<p>TBD</p>	<p>Pre-Bid</p>	<p>TBD</p>	<p>Pavement Impervious area square footage estimate?? and options sent 8/22; 100% S/S design plans received 08/22. SJRWMD/SJC ROW permits issued. MDG to provide Bid quantities/bid form. CSAB Prep project manual/bid advertisement. Construction anticipated Winter 2023.</p>
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Proposed Appropriations Projects	Funding	Estimated Amount	Scope
<p>Stormwater Treatment Facility Capacity Improvements</p>	<p>24-25</p>	<p>\$2,000,000</p>	<p>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)</p>
<p>Dune Restoration / Sea Oats Planting</p>	<p>24-25</p>	<p>\$400,000</p>	<p>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)</p>
<p>Mickler Blvd Ditch Mitigation 16th Street to 11th Street; A Street to 11th Street.</p>	<p>24-25</p>	<p>\$4,100,000</p>	<p>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.</p>
<p>Oceanside Circle Roadway and Drainage Improvements</p>	<p>24-25</p>	<p>\$1,500,000</p>	<p>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.</p>

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.

Proposed Projects	Project Stage	Status
Citywide Pavement Management	FY24	\$25,000; City will solicit quotes from three vendors.
Enterprise Asset Management/Smart N FL	FY24-26	Meeting 8/23 to review agreement. Mtg TBD during October to discuss Vision Plan. Clayton from SNFL proposed agreement with \$10k City contribution. Update budget via agenda item with memo from Jason/Clayton.
4 th St Opening	FY24-27	08/11/23 mtg: \$5k FY24 for Eng Cons OPCC. \$75k FY25 des/perm. \$900k FY26 Construction
11 th St/A1A ADA Ramp mod	Design/Permitting	Met with FDOT. Requested quote from contractors to demo and reconstruct ramp with a longer/wider turning radius and to modify handrail.
Citywide Parking Impvmts	FY25-26	Pushed to FY25-26
11st Street Drainage & Roadway	FY24	Clean/TV/Line pipe, reconstruct South lane. Assemble/advertise Cured In Place Pipe Continuing Services RFP.
Stormwater Utility Rate Structure Determination	Draft RFQ	08/18/23: RFQ advertised. Submittals due 09/11/23

Site Plan reviews/Bldg Dept projects	Status
932 Deer Hammock Rd	Brian working
Publix	Resubmittal under review due Sept 1
A1A and F St	Initial review complete.
301 Forest Dune	Final drainage inspection underway/Sam
Silt Fence Inspections -- 372 Ridgeway Dr	DSands: failed inspection, failed re-inspection.
Whispering Oaks	Engineer to submit revised plans prior to CO issuance
107 E Street	DSands: S-Waste Control Fail; reinspection Pass.
8 th St E	IDDE inspection – Brian removed hoses from City drainage structures
Old Beach Rd	Fill placement? Glenn

Misc Projects	Status
Sea Oaks ponds	08/24: received consultant proposal to provide pond inspections and maintenance recommendations. Survey proposal underway
OTR/Sabor Del Sal	Issued meeting minutes from 08/17 mtg
Oceanside Circle	Mr. O'Connell email 08/13 ref Sea Colony drainage
Mizell Canal/Marsh Creek	HOA emails/Fiddler's Pt Dr assessment underway by Marsh creek consultant.
Professional Svcs RFQ	Draft prepared
Contractor Continuing Svcs RFP	Not started
Cured In Place Pipe	Not started
Continuing Svcs RFP	
NPDES StH2O Insp memo	For B Law presentation at CC meeting, proposed fees for site plan review for commercial, stormwater erosion and sed ctrl, lot grading/lot grading final, waste control and IDDE inspections. Ref permit requirements.
NPDES Annual Report review comments	City response preparation underway
Stormwater Code Revision	Not Started

PENDING ACTIVITIES AND PROJECTS

1. LAND DEVELOPMENT REGULATIONS CHANGES. None are scheduled at this time.
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. The City Manager will ask the Commission at its October 2nd meeting to set a date in October for a workshop or special meeting.
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. Final plans have been prepared and the required permits have been issued, Construction is anticipated to be done toward the end of 2023. '

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. The City's match was \$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 grant has been received and after the County Utility Department approves the water and sewer connections, the restrooms will be opened.
- 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 Florida Communities Trust has responded favorably to this request and

has requested the City provide documentation as to what improvements it has made to the Park.. The City informed the state that it wouldn't use the Coastal Partnership Initiative 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 a 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 estimated cost for the project is \$1.4 million, the project will be done in stages. Additional funding will be sought for the later stages.

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 met with concerned residents on August 17, 2023, to discuss possible solutions that they will have to develop and pay for because the City cannot use public money for private property improvements. In the interim, the Commission will be asked at its September 11th meeting whether it will approve the City to continue pumping excess water from the Sabor de Sal and Atlantic Beach and Tennis Club ponds during periods of heavy rain. The solution is for the property owners to develop a stormwater management plan.

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 and approval 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. At its September 11, 2023, Commission meeting, City staff will present a proposal that the City accept ownership of a Florida Department of Transportation retention pond on the west side of State Road A1A. It can then be connected to the Magnolia Dunes/Atlantic Oaks Circle drainage system.

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 began in July 2023 and will be completed by November 2023. 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 has been appropriated in the FY 24 budget to pay a consultant to develop a fee schedule for Fiscal Year 2025. In the meantime, the City staff prepared a Request for Qualifications from consulting firms, which is now being advertised. The deadline for responses is September 11th.

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 a progress report at the City Commission's October 2nd meeting.

10. BEACH RESTORATION. According to the County's Coastal Manager, 2.5 million cubic yards of sand will be put on the beach from the middle of Anastasia State Park to south of A Street. The project will be done between November 2023 and the end of June 2024. The federal government will pay the entire \$40 million cost. At the City Commission's August 7, 2023, meeting, Mr. Jason Harrah of the Corps of Engineers provided an update report.

11. NEW YEAR'S EVE FIREWORKS SHOW. The money for the fireworks is provided from the bed tax by the County Commission. The fireworks company has increased the cost for a 20-minute show from \$25,000 to \$27,500. The contract 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 at 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. The Port Commission at its July 18, 2023, meeting appropriated \$190,000 for walkovers. The City will match this amount to construct walkovers at 10th, 6th, C 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 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, money was not put in the budget for a company to prepare the estimate.

17. UPDATING STORM DRAINAGE MASTER PLAN. Though the contract with CMT, the civil engineering consultant the City hired to do the update, has expired, the consultant has agreed to provide technical information that the City can use to have the plan completed.

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 August 7th meeting, she reported that she met with the board members of the Marsh Creek Homeowners Association and that some of the members were not in favor of the signal. She said she would follow up with the board again to see if they wanted more information or if they would take a formal position concerning the signal.

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. A deposit of \$1,400 for the new lights has been sent to FP&L.

20. NEW STREETS. There are two projects: 2nd Street west of 2nd Avenue and 4th Street between A1A Beach Boulevard and 2nd Avenue. The 2nd Street project also included rebuilding the existing street between the Boulevard and 2nd Avenue. Both sections of 2nd Street have been substantially completed.

Fourth Street is a platted street, most of which between the Boulevard and 2nd Avenue 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, though the City Engineer considers this estimate to be low. The other property owners did not respond. A Engineer will get a revised estimate and the City staff will schedule a meeting with the owners to discuss a special assessment.

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.