



MINUTES

REGULAR CITY COMMISSION MEETING
MONDAY, OCTOBER 2, 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 Commander T.G. Harrell, City Clerk Dariana Fitzgerald, Finance Director Patty Douylliez, Building Official Brian Law, and Engineering Director Jason Sparks.

IV. APPROVAL OF MINUTES OF THE COMMISSION BUDGET MEETING ON SEPTEMBER 11, 2023, AND THE REGULAR COMMISSION MEETING ON SEPTEMBER 11, 2023

Motion: To approve the minutes of the Commissioner budget meeting on September 11, 2023, and the regular Commission meeting on September 11, 2023. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. **Motion passed unanimously.**

V. ADDITIONS OR DELETIONS OF THE AGENDA

City Manager Royle advised that there was one addition under Presentations regarding the weir as Item VII.E. He also advised that the Planning and Zoning Board would not be meeting this month.

VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA

There were none.

VII. PRESENTATIONS

- A. To Proclaim October 2023 as the 50th Anniversary of EPIC Behavioral Healthcare (Presenter: Ms. Patti Greenough, Chief Executive Officer)

Patti Greenough, Chief Executive Officer, EPIC Behavioral Healthcare, 5 Maryland Avenue, St. Augustine, FL, said that several members were present, that Commissioner Morgan is their Board President, and thanked the Commission for recognizing their 50th Anniversary. She advised that they were incorporated as the Jam House in 1973, which was a drop-in center for people

struggling with substance abuse. They have gone through several name changes but their commitment over the past fifty years to provide critical health services has not changed. They have continued to do their part to help strengthen the community by offering life changing/lifesaving treatment services and prevention programs for patients, their families, and caregivers. They look forward to providing quality, evidence-based education, prevention, intervention, and counseling services for another fifty years.

Mayor Samora thanked them for all their hard work.

Motion: To approve the Proclamation to proclaim October 2023 as the 50th Anniversary of EPIC Behavioral Healthcare. **Moved by** Commissioner Morgan, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

Mayor Samora moved on to Item VII.B

- B. To Proclaim October 2023 as Domestic Violence Awareness Month (Presenter: Kenlie Kubart, Development Director of the Betty Griffin Center)

Kenlie Kubart, Development Director of the Betty Griffin Center, said they are the only certified center in St. Johns County for domestic violence and sexual assault survivors. She said that one in three women and one in four men will experience some power-based personal violence in their lifetime and the Betty Griffin Center is here to bring safety to the community. It may seem like a small number but not if that one person was someone you love and they are here to bring awareness to domestic violence.

Mayor Samora thanked them for everything that they were doing.

Motion: To approve the Proclamation to proclaim October 2023 as Domestic Violence Awareness Month. **Moved by** Commissioner George, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora moved on to Item VII.C.

- C. To Recognize October 16-20, 2023, as Florida City Government Week (Presenter: Max Royle, City Manager)

City Manager Royle advised that the City's Communication Officer/Events Coordinator would be highlighting this in some of her communications to the public and he asked for approval of the proclamation.

Motion: To approve the Proclamation to recognize October 16-20, 2023, as Florida City Government Week. **Moved by** Commissioner George, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora moved on to Item VII.D.

- D. Update Report Regarding Renovations to the Hotel Property/Former City Hall by Ms. Christina Parrish Stone, Executive Director, St. Johns Cultural Council)

Ms. Christina Parrish Stone, Executive Director, St. Johns Cultural Council, presented a PowerPoint [Exhibit A]. She said that they received the \$500,000 grant over a year ago from the State and have started to spend some of the money in advance of the major construction, such as replacing the three old air conditioning units. She advised that they have done extensive roof repairs, which allowed them to secure new insurance coverage. After the City approved the plans five or six months ago, they put out a Request for Proposals (RFP), had several contractors respond, and DiMare Construction was selected, and now there is a State approved, signed contract in place. She showed their construction schedule and said that they have already started working on a few of the items. She said that they met with the Building Official about permitting, windows, etc. and

he indicated that it should be a pretty straight forward process. She said that while they are waiting for approval, they would be ordering windows, canvas, awnings, etc. She advised that they would first work to restore the columns, then the windows. Since the upper windows have been covered with plywood for a while, the bidders did not know exactly what they would find, but fortunately when the plywood was removed the condition was what they expected, and we should not have any issues. She moved on to discuss some other parts of the project, such as repairing the oceanfront balcony, the French-door opening, etc. and that they will be installing the windows in April, which would be extensive because of the coquina that adjoins the windows. She discussed the rest of the construction schedule and said that hopefully everything would be done by the middle of May. She showed before and after slides of different views of the building. She said that they also had a project to build some panels to commemorate the history of the beach including the Civil Rights era and they got them installed in time to receive the grant money from the National Trust but that they had to be taken down because of the structural issue that was found with the columns. She advised that this work will be done in time for the 60th Anniversary of the wade-ins that happened and the plan is to reinstall the panels and have an event that coincides with that anniversary in June of 2024.

Ms. Parrish Stone said that Ms. Swann spoke to the Commission last month about a grant opportunity to be able to continue the work on the building, which the City indicated that they would support. She advised that they plan to apply for a \$750,000 grant with a \$100,000 match from the Cultural Council and those funds would be used for the new lobby and entrance, for improvements to The Art Studio, the elevator, conference space, etc. Based on what they have found at the building, they do not think that it would be enough money to complete everything, and she asked if the City would be interested in presenting this to the State as a legislative priority to get an appropriation. The building is on the National Register of Historic Places at a level of national significance for the Civil Rights Movement and it is one of many buildings in Florida that is threatened by hurricanes, and she believed that the State would be interested in protecting those properties. She said that it would need to be decided quickly to be a part of this year's legislative priorities.

Mayor Samora thanked her for everything that she has done, and said that it was nice to see things moving forward.

Commissioner Sweeny thanked Ms. Parrish Stone for all the work that they are doing. She asked if the air conditioner units would be on a raised platform when they get moved to the courtyard. Ms. Parrish Stone said yes; they work with professional architects and engineers and would make sure that they are at a level where they would not flood. The plans that she saw show them on a raised platform with a decorative fence and landscaping. She advised that it had been very expensive over the past twenty years for the Cultural Council because the rooftop units have needed to be replaced constantly in that location and the goal is for them to last a few years longer than they do now.

Commissioner Sweeny said that if the City were to consider an appropriation, how much additional funding would be needed. Ms. Parrish Stone said that if they receive the \$750,000 grant, that she is comfortable saying that somewhere around \$1 million would finish the building, in addition to the \$750,000, so that the entire upstairs could be used, and then there would be additional restroom facilities and it would be time to put in a new sewer line, which could be hundreds of thousands of dollars. She believed that she could provide numbers to back up asking for \$1 million.

Commissioner Sweeny asked what impacts there have been to the tenants and if they received a copy of the construction schedule. Ms. Parrish Stone said yes, they have been communicating with them almost weekly and they are aware of the general schedule but that she did not give

them a copy of this schedule yet because she wanted to share it with the Commission first. She advised that The Dance Company knows that there is no work that should impact them prior to the summer except for maybe one day without power. She said that they had lengthy conversations with the contractor to see what the impacts would be, and that the contractor understands that they need to maintain access to the entrances for The Art Studio and The Dance Company and to fence it in a way to protect everyone. The Art Studio is especially happy because initially we thought that they would have to move out right now for several months but that it probably would not happen until next spring.

Commissioner Morgan advised that she has had several inquiries about tenant impact. Ms. Parrish Stone said that with a project like this, tenants need to remain somewhat flexible because things will come up, but they want to keep everyone safe and minimize the impact on the tenants.

Commissioner Sweeny said that she is glad to hear that the contractor is aware because there are a lot of children and traffic through that area. Ms. Parrish Stone advised that the contractor understands, he has been in the community for a long time, and he knows what goes on in the building and would be careful.

Mayor Samora asked when we would see activity. Ms. Parrish Stone advised that Building Official Law may be able to answer that but that the permitting process could take thirty days or more. Building Official Law advised that they had a meeting with the contractor this morning and they asked to submit plans this week. However, part of the plans would need to go to the Fire Marshall and so they would do a "phased" approval. When the building permit is issued that is most likely when they would begin ordering the windows because windows of that caliber usually take two to three months to receive, and in the meantime, they could be repairing the structural columns and the Fire Marshall could be reviewing the awnings. He said that they did discuss public safety in great detail and Planner Thompson made a good point that they would probably need to secure part of the County's area to the north, so we asked them to reach out to St. Johns County Parks and Recreation and Beach Services ahead of time to get their agreement. He said that we are looking to issue the permits either at the end of this week or the beginning of next week. Ms. Parrish Stone advised that she just looked back and that the lead time for the windows is twelve weeks because they all have to be custom made. She said that they had conversations early on with the City regarding the awnings and they will be attached in a way so that they could easily be removed if there is a storm threat and hopefully the Fire Marshall likes the plan.

Commissioner Sweeny asked what the awnings' lifespan was. Ms. Parrish Stone said that they are a pretty dark red color, which is a Sunbrella material but that it would fade and may need to be replaced every five years to keep the building looking that good.

Vice Mayor Rumrell thanked them for all their hard work. He said that he would like the City to try to get some appropriation to try to save the building. He said that he believed that the County is on sewer for the restrooms in the pier area and so it may be a short run to connect it to the building. Ms. Parrish Stone said that is what they are hoping for. Building Official Law said that the County may have put a lateral in when they did the installation. Vice Mayor Rumrell said that he would also have a conversation with some of the County officials to possibly get a grant to run the sewer line to the building. Ms. Parrish Stone advised that she had a meeting with the interim County Administrator to talk about the building and to let them know that there may be some impacts that would possibly need to be collaborated with the County and that her impression was positive because they operate the park next door, and they want to work with us to improve that entire area.

Commissioner Sweeny said that it may be too late to officially be part of the County's appropriations, but it would be nice to work collectively to get an appropriation.

Ms. Parrish Stone thanked the City for allowing the Cultural Council to take care of the building for all of these years, which has been a labor of love, and it is important for the community.

Mayor Samora thanked her for updating the Commission and said that he looked forward to hearing more as it moves forward.

Mayor Samora moved on to Item VII.E.

E. Video Presentation from the St. Johns River Water Management District (SJRWMD)

Commissioner Morgan said that last month she mentioned that she had the opportunity to visit the new weir in August and that Mr. Doug Conkey from St. Johns River Water Management District (SJRWMD) was there. She said that they gave a demonstration and filmed a video to talk about the partnership that we have to maintain and improve the weir. She said that she believed that all the other districts would be doing something similar to help let the public know what we are doing. She showed a video from the SJRWMD YouTube Channel, *Guarding St. Augustine Beach: Innovative Flood Prevention Project* (<https://www.youtube.com/watch?v=GiBoIVPqZtk>). She said that there was a mamma duck and some ducklings in there swimming around and when it was turned on for the demonstration the mamma duck showed the ducklings what to do to stay away from the rocks. She said that when the pumps are on it is loud and powerful, but that is what is needed when a storm event is coming so that the water has somewhere to go.

Commissioner Sweeny suggested getting with the City's Public Information Officer, Ms. Melinda Conlon, to make our own version to highlight some of the services of the City to let the residents know the projects that we are working on. Mayor Samora agreed that it was a great idea. Commissioner George said that it is very effective, and this is the perfect example. Finance Director Douylliez advised that it was her understanding that Ms. Conlon would be putting it in a press release and get it out on social media with the link. City Clerk Fitzgerald advised that this video is on the SJRWMD's YouTube channel.

Mayor Samora moved on to Item VIII.

VIII. PUBLIC COMMENTS

Mayor Samora opened Public Comments. Being none, he moved on to Item IX.

IX. COMMISSIONER COMMENTS

Commissioner Morgan advised that what Ms. Parrish Stone said dovetailed what she emailed the City Manager about earlier. She said that in reviewing the agenda book each month that she noticed all the things in the "pending activities and projects" and there was a joint meeting with the County, and she did not believe that one had ever been scheduled or proposed. She said that she was not sure what projects or issues we might want to discuss with the County, but that she would like to have that joint meeting and even if a meeting does not happen annually, things would build up and we would still have enough to talk about.

Mayor Samora said that we have not met with the Board of County Commissioners in a while. Commissioner George said that it had been attempted. Commissioner Sweeny said that she would like to know what a potential agenda would be because she would hate to schedule it just to have a meeting, but that there is value in having collaboration between us. Vice Mayor Rumrell said that we should add the City of St. Augustine to that meeting because the County touches every jurisdiction. Commissioner George advised that in the past the location of the meeting had been an issue, which would just be a matter of notice to take special steps to have a meeting outside of the City's jurisdiction.

Mayor Samora agreed that if we ask the County for a meeting, we should have an agenda, and if anyone had topics that they would like to collaborate on, to email them to the City Manager to put something together. He said it was just mentioned that the County recently approved their legislative agenda and that we could get together to discuss that type of thing so that we are all on the same page. Commissioner Morgan said that some of the City's Department Heads could probably tell us things to talk about.

Commissioner Sweeny said that Commissioner Morgan sparked her recollection of the pending activities, and that the Personnel Manual is on there and it was somewhat talked about at the budget discussions, which probably includes the benefits policy. She said that she did not know how long it had been on the pending activities list but perhaps we could get it started because it could be a lengthy process. Mayor Samora said that he did not remember if it was a general overhaul or if it was for specific items. City Clerk Fitzgerald advised that they have spoken with some employment law attorneys, and are in the process of figuring out some cost estimates for how much a review would be. She said that the plan is to go through the entire Personnel Manual primarily to make sure that we are compliant with State and Federal laws as far as HR and our internal practices. She said that for a City our size, our Personnel Manual is rather long, and we want to streamline it and cut out things that are no longer relevant or that could be referred to by Statute.

Commissioner George said that she was approached by some citizens who were under the impression that a front porch less than twelve inches would be restricted by setback and that she thought that it was not subject to setbacks if it was less than twelve inches in height. She asked the Building Official for clarification. Building Official Law advised that porches and decks are entirely two different things, because porches have roofs and decks do not. He said that traditionally decks that are less than twelve inches are not subject to setbacks, which is why we do not permit less than that, but they have to be at least two foot away from the lot line. He encouraged Commissioner George to ask residents to reach out to the Zoning Division to provide an actual Code reference from Municode. Commissioner George said that it makes sense that covering or not covering is what differentiates it, and that may be the source of the confusion. Building Official Law advised that our definitions in Article II make it very clear.

Mayor Samora moved on to Item X.1.

X. PUBLIC HEARINGS

1. Ordinance 23-08, Public Hearing and Final Reading, to Renew the Natural Gas Franchise Agreement with TECO People's Gas System (Presenter: Max Royle, City Manager)

City Manager Royle advised that this is the third review of this ordinance, and that Mr. Roth could not make it to this meeting, but that there have been no changes to what the Commission approved last month. Mayor Samora asked if it accommodated all of the Commission's requests. City Manager Royle said yes.

Mayor Samora asked the City Attorney to read the preamble. City Attorney Blocker read the preamble of Ordinance 23-08.

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

Motion: To approve Ordinance 23-08. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

Mayor Samora moved on to Item X.2.

2. Ordinance 23-09, Second Public Hearing and Second Reading, to Amend Sections 6.01.04 to Allow Architectural Features to Exceed 35 Feet for Commercial Buildings Only, and 6.01.05 of the Land Development Regulations to Include Drainage Requirements for New Development (Presenter: Jennifer Thompson, City Planner)

City Planner Thompson advised that the Planning and Zoning Board heard these changes last month. The first part of the proposed Code change is to Section 6.01.04, which currently states that all buildings in the City are allowed to have certain architectural features that could exceed the thirty-five-foot building height maximum. She said that the proposed Code change is so that parapet walls would only be allowed for commercial occupancies, not including transient rentals. This would take away the possibility of a residence adding up to a ten-foot parapet wall to their existing thirty-five-foot home.

Planner Thompson said that the second proposed change is to add a new section, 6.01.05, for drainage requirements for new developments. This would give the Building and Zoning Department a little more permission to require retaining walls, roof gutters, etc. that would help with drainage on that property and the surrounding properties for new development.

Mayor Samora asked if Planning and Zoning had already seen the proposed changes or had any recommendations. Planner Thompson advised that they had already approved these changes, and they had had some slight changes in the wording from the original proposal.

Commissioner Sweeny questioned whether the height limits on residential properties would put some properties into a non-conforming status. Planner Thompson advised that she did not believe that the City currently had any residential buildings that would violate this. Building Official Law advised that this Code change is done with an abundance of caution but there is currently a loophole in the Code. He said that for residential deck heights, such as one on a three-story flat roof, the Code limits the guard rails on decks at thirty-five feet in height but now they could say that it is a parapet. He said that the intent is to limit it, but if there were an existing building, it would not automatically trigger it into a non-conforming building because it was conforming at the time of creation, and it would be honored for the life of the building.

Mayor Samora said that this actually strengthens the thirty-five feet limit. Building Official Law said yes. He said that last year there was an applicant that wanted to utilize the elevator shaft loophole because there is no definition of how big an elevator shaft or the elevator equipment could be. He said that the one thing that the Land Development Code has in the City is that it gives his Department the right to question anything that does not seem right such as a four hundred square foot elevator shaft and the right to send it to the Planning and Zoning Board for further review.

Commissioner George asked if the City had a three-floor maximum in any section of the Code. Building Official Law advised that once you get into more than three stories in residential, it would automatically move into the commercial building code, which means that all residential occupancies have to have sprinklers, so it is just a rule that you never build over that without getting into a lot more work. Commissioner George said so effectively we do have a three-story maximum for residential. Building Official Law said that he would not say that because of attics, the way you design buildings, you could shrink the floors down, or use other creative engineering. But, once you get over three stories, you are no longer in the residential code, and it gets a lot harder to build. He went on to describe different definitions of attics, the use of mezzanines, etc. but right now they are limited to thirty-five feet no matter which way you do it. This proposed change is just to strengthen the Code to eliminate any loopholes.

Commissioner George said that she had concerns about the enforcement of it and that commercial properties could obviously get around it whether they disclose that they are going to

use it for a transient rental or not but if it is commercial, it would have that option. She had concerns about attempting to write it so that it would not apply to transient rentals.

Mayor Samora said that every time we allow a residential home to be built in a commercial district, it needs to conform to medium density regulations, and he asked if that language could be included in this somehow. Planner Thompson said that is why we included the language that it "did not include transient rentals". Mayor Samora said that Commissioner George is saying that they may just apply for a permit to build a residential home that happens to be in a commercial district, and they do not disclose at that time that it would be a transient rental. Commissioner George said that they could build a commercial property and later convert it into a transient rental. Planner Thompson said that if it is being built as a residential property, then it would not be an issue because the medium density regulations would apply. She said that if someone were to change a commercial building to a transient rental that it would most likely come through the permitting process and would be reviewed by the Building Department.

Mayor Samora said that if a conditional use permit is authorized to build a residence that conforms to the medium density regulations, then it would preclude it from this. Building Official Law advised that one of the concepts that gets confused a lot with a conditional use permit is that the residents say that we rezoned it, or we did something else to it, but we did not. We allowed a single-family residence to be constructed in a commercially zoned sector via a conditional use permit and under no circumstances did we ever say that it was commercial. He said that the reason that section is in there is because, in this City, transient rentals are considered a commercial business operation. If we build a residential building in a commercial sector, it is still permitted according to the residential building code. It is only because the zoning code comes in and allows the construction of a single-family residence in a commercial sector, which prompts the need for a conditional use permit, so under no circumstance would it ever be considered a commercial building. He said that if someone bought that building and wanted to make it a commercial business, they could do that, but they would need to come back to the Boards because now they are using it for its intended purpose and would have to redesign the building for accessibility and commercial applications. He said that it was put in there out of an abundance of caution so that someone could not come with a Business Tax Receipt (BTR) and say that they get to build a ten-foot parapet.

Commissioner George said that she was one of the most vocal and staunch advocates for getting the thirty-five-foot height limit put in the Charter. She said that she had concerns for whether this language conforms with the Charter and whether the Charter would in any way override it. She said that when the language for the Charter was being considered, the ten-foot allowance was written into the Charter, which was specifically to try to anticipate unintended consequences of codifying the thirty-five-foot height limit. She said that she did not know if the City Attorney had had a chance to analyze this draft from that perspective and that she would always be in favor of maintaining height limits. But, given that we already weighed the benefit/burden analysis when the Charter language was drafted, she was a little unsure of the purpose of this to restrict it to residential vs. commercial, especially if there was not the necessary allowance for those considerations made when the language of the Charter was drafted. She said that she would also absolutely recognize that the Charter did include a massive loophole, which is how we ended up with Embassy Suites and that she did not want to afford the opportunity of any further loopholes. She said that she recalled the language that was used for the drafting of this ordinance as specifically envisioning those unintended consequences of that loophole. She said that she did not have enough time to dig into all of those issues in the draft but that she is comfortable with it as long as it does not create a conflict. She said that what she is hearing from the Building Official is that properties are being built in residential utilizing the thirty-five-foot standard without utilizing the ten-foot allowance, which is not posing an issue even for high ceilings on the inside.

Building Official Law advised that Planning and Zoning has a painstaking review process and that sometimes the designer forgets to put in the real height of the building, so you lose an inch and half, and then three quarters for the plywood on two floors, or they do not take into account the masonry construction underneath, but we do get to thirty-five feet. He said that the parapet rule is a total contradiction to the fact that we specifically regulate guard rails on rooftop decks because if we do not allow the deck to exceed thirty-five feet on a residential property, then why would we allow the parapet. He said that he does support a parapet for commercial because it hides all the rooftop equipment that people do not want to see when they walk or drive down the street, which is why we want to keep it for commercial. He said if there is ever a rare time when we have a very unique shaped lot that needs to put the rooftop unit on there and we do not want the noise transcending to the neighbors, that that is what the variance process is for. He said that the only reason you have not seen this is because people did not know that it was in the Code book, but they will now.

Mayor Samora asked if there were any further questions. Commissioner George said that it would come back to us. Mayor Samora said that this is the second reading so it would allow us some time to have it reviewed and compared with the Charter language as well.

Mayor Samora opened Public Comment. Being none, he closed Public Comment and asked the City Attorney to read the preamble.

City Attorney Blocker read the preamble of Ordinance 23-09.

Motion: To approve Ordinance 23-09. **Moved by** Commissioner Sweeny, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora moved on to Item X.3.

3. Replacement of Publix Supermarket in the Anastasia Shopping Plaza: Request to Approve Final Development Plan (Presenter: Jennifer Thompson, City Planner)

City Planner Jennifer Thompson advised that they had the Concept Review in June, a public meeting at City Hall for public questions, and last month they had their major development review with the Planning and Zoning Board. She advised that this is an application to replace the existing Publix grocery store in Anastasia Plaza, owned by Regency Centers, which would be demolished and replaced with a new 54,964 square foot building and the parking lot would be improved in phases to keep the businesses in the plaza operational during the rebuild process. She said that they also applied for three variances, which were approved by the Planning and Zoning Board and that all the proper departments were notified and have reviewed it, such as St. John County Utilities and the Fire Marshall, which have given their comments to the applicants. She said that the applicants are here today to give a presentation and answer any questions.

Staci Rewis, from Driver, McAfee, Hawthorne, Diebenow, PLLC, representing MCW-RC-FL-Anastasia, LLC, Regency Centers, said that they have gone through the variance process and the preliminary review from the Planning and Zoning Board. The plan is to redesign the Publix, which will mean a total decrease in the shopping center of around 400-500 square feet and the Publix shopping area will be increased. There will be a loss of some retail square footage because of some outside seating and other reconfigurations. She advised that they heard from the plaza tenants and the residents that additional parking was needed, which will be added.

Mayor Samora advised that he attended the public meeting and that most of his questions had been answered. Vice Mayor Rumrell said that he attended the public meeting as well and his questions were answered, there was good feedback from the community, and he is comfortable with it.

Commissioner George said that she was not able to attend the public meeting but that she had heard various projected possible timelines, and asked if there was an update on that.

Chris Ruen, Senior Project Manager, Regency Centers, advised that the timeline from where we are today would be to finish the design and get the permits by the first of next year. We would probably try to roll into some of the side work and make a few extra parking spaces for the existing tenants. He said that the store probably would not close until next summer around the July 4th weekend and then we would try to get the new store built as quickly as possible.

Commissioner George advised that she also heard second hand that the current employees would be repositioned and then brought back to the store. Mr. Ruen said that that is what they tend to see a lot of during these types of replacement stores and what assumed would happen here.

Mayor Samora asked how long it would be before the store would reopen after the rebuild. Mr. Ruen said with all the material delays, it could take over three hundred days to build a new store, but the delays are getting better, and we hope to be in the high two-hundred-day range.

Commissioner Sweeny asked what the demolition process looked like and if he anticipated any impacts to the other businesses. Mr. Ruen advised that there is a lot of preparation before the demolition, and they will section areas of the parking lot so the tenants can use it. He said that they will shut down the area from Publix Liquors to the Cato store and that it would mostly be demoed from the back side.

Commissioner Sweeny asked if the pharmacy would have an alternative location for people to use. Mr. Ruen said that Publix knows about it, and it is on the wish list, but it takes a lot of permits, time, and construction to make that happen and that he did not know if that would happen with this store or not. Vice Mayor Rumrell said that it was his understanding that the transfer of prescriptions would go to the Publix at Cobblestone.

Commissioner Morgan advised that she also attended the public meeting and that the questions seemed to be focused on how long Publix would be closed and concerns about the pharmacy. She said that the new ingress/egress proposed near the Mexican restaurant on the northeast corner would be a big help for traffic flow and she asked if any ingress or egress would be affected during the construction. Mr. Ruen advised that they would try to have the access on the Boulevard redone and into its permanent reconfiguration before getting to far into the project, but that the entrance/exit on the back side will have times of intermittent closures to keep people from getting too close to the construction for safety purposes. Commissioner Sweeny asked what the revised traffic flow off of A1A Beach Boulevard would look like. Mr. Ruen advised that the design would give more straight access to the driveway, which hopefully will help.

Commissioner Morgan asked if the sign would be repurposed or would it be a new sign. Mr. Ruen advised that it would be a new sign. Commissioner Sweeny asked if moving the sign to the south, and only being able to turn right out of the plaza there, would impede the driver's view. Mr. Ruen advised that they would make sure that it does not.

Mayor Samora said that having all the parking isles travel in both directions would help tremendously.

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

Vice Mayor Rumrell suggested for people to check out the Whole Foods plaza in Jacksonville Beach, which was mentioned in the public meeting, and it is a good example of what this will look like and that he hoped that our Publix would have historic photos of St. Augustine on the building. Mr. Ruen said that he believed that would be the case.

Motion: To approve the replacement of Publix Supermarket in the Anastasia Shopping Plaza. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner George. Motion passed unanimously.

Commissioner George said that she noticed on the variance that it referenced the installation of a barrier fence in the northern buffer area of the plaza adjacent to Hammock Dunes Park but that it did not reference the maintenance of the fence and she asked the City Attorney if it would be appropriate to amend the reference to that at any point. She said that in the findings of fact on the draft of the Final Development order that it could go in Paragraph Four and that they have an obligation during construction to maintain and protect environmentally sensitive areas with a barrier, which is typical. She said that it only referenced the right-of-way and she proposed to amend the draft by adding, "north boundary of property, the" (and then pick up where the sentence goes) before the "right-of-way". She said that it is environmentally sensitive because that is where our park is, and it does kind of tie in with the other concerns of the barrier fence being installed. She said that since they have to install the fence to enjoy the variance, would they have an inherent obligation to maintain the fence over time. City Attorney Blocker advised that he did not know whether it would be inherent but the fact that it is not mentioned could be a simple change if all parties are agreeable to that.

Commissioner Sweeny asked if the barrier would be in place for perpetuity. Commissioner George said that the way that it is referenced in the variance does not say that it is specific during construction and that it seemed to be intended as a perpetual barrier. Building Official Law advised that part of that variance was the installation of a fence on the northern barrier because we were having problems with the homeless community, with trash in the park, and we had several Code Enforcement complaints, so they agreed to install it. He said that the maintenance of the fence would fall under property maintenance and the City's Code Enforcement would have the ability to hit them for dereliction of property. Commissioner George agreed and said that they would also have the option of removing the fence. Building Official Law said that they would not be able to remove it because it was a condition of the variance.

Commissioner George said that she just wanted a legal opinion on whether it needed to be amended. City Attorney Blocker said that the maintenance of the fence in the long-term would allow for Code Enforcement to step in if there were ever an issue with it and he asked Regency Centers if they intended to keep up with the fence. Ms. Rewis advised yes and if you go back to the Planning and Zoning Board meeting, there was a discussion about this, which is very clear on the record. She said that not only does the City want it, but Regency wanted it as well because there is a loading dock in that area and there have been issues with littering on both sides of the property line. The fence will be on Regency's property, and they want to maintain the fence so that the shopping center will continue to look the way it should. She said that she would prefer not to get into the variance language as it is, the appeal period has passed, and it has been approved. She said that if they need to do a condition, that she would prefer to do a separate one. Commissioner George confirmed that the intent is to install and maintain it through the life of the structure. Ms. Rewis said yes, the intent is to have a permanent fence and maintain it throughout the life of the structure. Commissioner George asked if the structure was the plaza. Ms. Rewis said yes.

Commissioner George asked the City Attorney if he agreed. City Attorney Blocker said that he believed that it was sufficient. Commissioner George said that as long as it was commemorated on the record with this statement.

Commissioner George said that if the barrier is going to be there prior to construction that there would be no need to amend Paragraph Four regarding the environmental barrier. Ms. Rewis said that the environmental barrier would be there and that she did not think they would be able to get a permit without that barrier in place.

Commissioner Sweeny asked if there would be an additional right-of-way for the new ingress/egress. Commissioner Goerge said no because the right-of-way goes parallel to the road on the east and west sides. Ms. Rewis advised that their engineer said that there would be directional signage when you go into the shopping center and that there were conversations with the Department of Transportation (DOT) and City staff.

Mayor Samora advised that there is no need to make any amendments to the motion and he asked if there was any further discussion. Being none, he called for the vote, which was unanimous and was added to the motion.

Mayor Samora moved on to Item XI.4.

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)

4. Budget Resolution 23-14, for Miscellaneous Adjustments to Fiscal Year 2023 Budget; and Budget Resolution 23-15, to Amend the FY 24 Budget to Purchase Two Police Vehicles That were Not Received in FY 23

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

Mayor Samora moved on to Item XII.5.

XII. OLD BUSINESS

5. City Charter: Appointment of Residents to the Charter Review Committee, Consideration of Resolution to Establish the Committee and Interview of Two Candidates to be the Committee's Facilitator (Presenter: Max Royle, City Manager)

Mayor Samora said that he thought that the resolution would be first to established the committee and then make the appointments, but it was pointed out to him that the resolution would need to contain the names of the appointees. He asked to name the suggested appointees for the record.

City Manager Royle advised that each Commissioner would appoint one person and appoint the other two regular members and the two alternates as a group. He stated that Mayor Samora appointed Scott Patrou, Vice Mayor Rumrell appointed Kevin Cavanaugh, Commissioner George appointed Edward George, Commissioner Morgan appointed Heather Lane Neville, and Commissioner Sweeny appointed Marc Craddock.

Commissioner George said that Jeremiah Mulligan and Margaret England were also interested and that she thought that they would be wonderful. City Manager Royle said that each of them volunteered, and he recommended considering them for the remaining two regular members.

Commissioner Sweeny advised that she had spoken with two other people to include for consideration: Doug Wiles, who has a wealth of knowledge she believed would be beneficial, and Margaret Van Ormer, who is responsible for the way the lighthouse is today and has been involved throughout the community for a long time. City Manager Royle advised that Susan Horowitz emailed him today. Commissioner George noted that she requested to be an alternate member.

Mayor Samora asked the City Manager if he had a suggested procedure of how to select from the four potential applicants. City Manager Royle said no. Commissioner George asked if there was confirmation of residency and being a registered voter for all the applicants. City Manager Royle advised that he assumed that the appointee from each Commissioner was known to them and is

a resident that is registered to vote. He said that we all know Margaret England and Jeremiah Mulligan and that he would assume that Doug Wiles was registered since he had been involved in local politics, but that he was not sure about Margaret Van Ormer. He said that Susan Horowitz is the Chair of the St. Johns County Democratic Party.

Commissioner Morgan asked if there were any applicants present that wanted to address the Commission. Jeremiah Mulligan waved from the audience.

Mayor Samora asked the City Attorney for a voting process. City Attorney Blocker advised that one thing to consider would be that each Commissioner nominated someone and to go ahead and vote on that slate and then go through the individual alternates. He suggested to vote who the primaries would be and go from there. Mayor Samora said that he did not believe that we would need to vote on the ones that the Commissioners appointed. City Attorney Blocker advised that the Commission as a whole would need to ratify those appointees. Commissioner Sweeny said that she did not believe that an individual Commissioner had the power legally to appoint and that it had to be done as a Commission.

Mayor Samora suggested to hear from Mr. Mulligan, then open Public Comment, and then vote on the two group appointees and two alternates.

Jeremiah Mulligan, 663 Sun Down Circle, St. Augustine Beach, FL, said that he has been a resident for a number of years and previously served as the Assistant City Attorney under Jim Wilson. He said that he had a pretty good familiarity with the process and the documents and that it sounded like the City had great options for choices this evening. He said that it sounded like an interesting project and that he took the time to look over the Charter to get a sense of what was out there and to recollect the challenges that he and Jim Wilson had when they were working for the City.

Mayor Samora asked if he would have the ability to attend all the monthly meetings. Mr. Mulligan said yes.

Commissioner George asked Commissioner Sweeny for clarification whether she talked to Margaret Van Ormer and Doug Wiles and that they both wanted to serve. Commissioner Sweeny said yes but that she believed that Ms. Van Ormer would be more interested in serving as an alternate and that Mr. Wiles was interested in serving.

Mayor Samora said that we have Margaret England, Doug Wiles, Jeremiah Mulligan, and Margaret Van Ormer to choose from and he suggested that each Commissioner choose two names and then tally the vote. City Attorney Blocker agreed. City Manager Royle asked about Susan Horowitz. Mayor Samora said that Ms. Horowitz specifically wanted to be an alternate and he suggested to hold off on the alternates until we have the two primary members.

City Attorney Blocker tallied the votes and advised that Mr. Mulligan received five votes, Ms. England received three votes, and Mr. Wiles had two votes. Mayor Samora advised that Mr. Mulligan and Ms. England would be appointed as the two regular members.

Mayor Samora asked the Commissioners to vote again, this time for the two alternate members from Mr. Wiles, Ms. Van Ormer and Ms. Horowitz. He said once we have the entire slate, we would vote on that as a Commission.

City Attorney Blocker tallied the votes for the two alternate members and advised that Mr. Wiles received five votes and Ms. Van Ormer received four votes. Mayor Samora advised that would be our slate of appointees.

For the record, the Commission selected Kevin Cavanaugh, Marc Craddock, Margaret England, Edward George, Jeremiah Mulligan, Heather Lane Neville, and Scott Patrou as regular members, Doug Wiles as first alternate, and Margaret Van Ormer as second alternate.

Mayor Samora opened Public Comment.

Nick Binder 232 Big Magnolia Court, St. Augustine Beach, FL, said it was an excellent process and that he is happy that Ed George will be on the Charter; good continuity from ten years ago; suggested for the next level of picking a facilitator that you give that person general guidance and what direction you think they should look at; it has a limited time of six months vs. the eight to ten month period ten years ago; one main issue ten years ago was the Police Department; give the Committee guidance if there are any key items that you want them to consider.

Mayor Samora closed Public Comment.

Motion: To approve the slate of members and alternates. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner George. Motion passed unanimously.

Motion: To approve Resolution 23-07 with the inclusion of the appointed members. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor Samora advised that the Commission would move into a discussion for a facilitator, and he asked if both prospective facilitators were present. City Manager Royle said yes.

Mayor Samora said that the Charter has been reviewed twice now with the last one being ten years ago and there was a facilitator for that extensive review. He asked for Commissioner discussion regarding whether a facilitator would be needed for this review, and he asked the City Manager for his opinion. City Manager Royle said that the need for a facilitator would depend on how extensive of a Charter review the Commission wanted. He said that ten years ago the review was very extensive, which definitely needed a facilitator. That facilitator was Marilyn Crotty who kept them focused and moving forward with some extensive amendments such as selling of park land, the Police Department, etc. He said that he did not know how extensive this review would be since it had already been reviewed twice, but he is not saying that a facilitator is not needed, so planned ahead and fortunately found Mr. Morton and Mr. Whitson in Flagler Beach and Dr. Dumont in Jacksonville Beach who all have familiarity with City Charters.

Mayor Samora said that his main concerns are keeping the Committee focused, that there is a time crunch, and the language for the ballot.

Commissioner Sweeny advised that she believed that the Committee needed to have a facilitator. She said she had been a part of a strategic planning session and tried to do it themselves vs. having a separate facilitator and in her opinion, it is always more productive and runs more smoothly when you bring in someone with experience facilitating these types of things. Commissioner George agreed. She said that it would allow the people we appointed the time to focus on the issues as opposed to one of them being distracted by having to be the leader and it would not take advantage of the resources that we created with the Committee as a whole. Vice Mayor Rumrell agreed and said that it eliminates the need for someone to be the Chair. Commissioner George said that they are going to have separate opinions and you want them to be able to speak through all their opinions freely.

Commissioner Morgan said that her only concern is what was budgeted for vs. what the bids are and, if we can make those align, then she would take the recommendations of everyone that she had heard. She said that she recognized that this review may not be as broad, but that she believed that it is a good idea for all the reasons that her fellow Commissioners have said.

Mayor Samora asked to hear from the potential facilitators.

Georgette Dumont thanked the Commissioners for the service that they do and said that she had been in their seats before and she knows that some decisions are very difficult. She said that she lives in Jacksonville Beach and is Director of the Public Administration Program for the University

of North Florida. She has been in Charter Reviews before for the City of Jacksonville Beach and she helped Atlantic Beach to understand the gravity of what they would be doing and the importance of the Charter. She served on a yearlong Jacksonville task force on the consolidated government. She said that she had experience with Charters as well as facilitating outside of the classroom. She said that when she is consulting, she does a lot of strategic planning, visioning, etc. and that she is used to getting people on the same page, keeping them focused, and getting all the personalities to agree. She said that she liked what Mr. Binder said and that there are certain things that the Commission knows because of its role that really should be looked at such as employees, as well as any other issues that are bubbling up in the community that are worthy enough for a Charter. She said that Jacksonville Beach has a thirty-five-foot height limit and any change the City gets in the Code may conflict with the Charter and it would need to be revamped. She said that she is very detail oriented and that she would love the opportunity to work with the City and its volunteers.

Mayor Samora asked if she had a chance to review the City's Charter. Dr. Dumont advised that she had not. Mayor Samora asked if she had any concerns about getting through the process in six to seven months. Dr. Dumont said no. She said that there are certain things that are going to bubble up first and things that the Commission would identify early on, which should go on the earlier ballot because we are looking at two different deadlines with the Primary and the General Elections. She said given that the Charter had been reviewed twice in twenty years, a lot has changed in ten years, but it is doable in six months since it is not a complete revamp.

Commissioner George said that she noticed in Dr. Dumont's letter that she gave a range of costs, but did not indicate how that would be calculated and she asked if it would be based upon an hourly rate. Dr. Dumont said that there is an hourly rate and then other things are negotiable such as who would do the copying, the travel expenses, etc. Commissioner George asked if it would be a set hourly rate. Dr. Dumont said that her hourly rate would be between \$200 and \$250 an hour. Commissioner George asked Dr. Dumont if she would foresee having any conflicts with the traditional evening meetings. Dr. Dumont said that it would depend on the evening because she would be teaching Monday and Tuesday evenings according to the current schedule for the spring semester, which is always subject to change, and currently she is teaching Thursday nights.

Matt Morton, on behalf of William Whitson, Local Government Visions, LLC, said that together they bring seventy-five years of local government experience, which is only germane in the sense of dealing with specific Charter guidance issues in terms of the process. More relevant is their experience with facilitation, predicted outcomes, and getting through principal negotiations. He said that they envision their role to guide and manage group discussions on these activities in order to achieve whatever the goals and outcomes are of the City. He said that we have a very narrow lens of operating with integrity and understanding to support the City's group members, the defined process, the processes under the Florida Statute, and your current City Charter. Also, to be mutual in terms of content, setting agendas, moderating, taking minutes, which is all towards ameliorating your concerns of the time crunch and your end goal process. Ultimately to be a group guide and provide those optics to the group, which it seemed that the City selected a qualified and experienced group of citizens to review the Charter. He said that they would not offer any technical expertise specifically on the Charter amendment because it is not their role but would offer their expertise if it came to a process issue but that is also what the City Attorney is for. He said that there are also simple rules of not letting any one person dominate the conversation and to make it productive towards advancing so that everyone could look back and say that it was a clean, thorough, transparent process.

Mayor Samora asked Mr. Morton who at his firm would be the City's representative. Mr. Morton said that there would be two representatives that would be at all of the meetings and

collaborating on the back-end work, which would be Mr. Whitson and himself. He said that there may be an emergency that comes up, but that their goal is for both of them to be at all the meetings.

Vice Mayor Rumrell asked if they have done any Charter reviews in the past. Mr. Morton said yes. Vice Mayor Rumrell asked how many. Mr. Morton advised that he did two in Washington state but had not facilitated any in Florida but that he is a Florida native and moved out west for work and moved back a few years ago. He said that Mr. Whitson and another principal at the firm have done several Florida Charter reviews.

Vice Mayor Rumrell said that you gave a range between \$5,000 and \$6,000 and a more detailed budget and he asked what that detailed budget would include. Mr. Morton said that they used a prediction from a past Charter review and that this one may not be as in-depth. They tried to model the City's existing process and also lined it up with three or four current Charter processes going on locally in the State to try to understand what the total scope and entailment would be to provide a clear range of what we expect. He said that any unknown budget items would be from additional meetings, additional back-end support, what City staff would engage vs. what the Commission would want them to do, etc. He said that they provided a low end and a max budget. Vice Mayor Rumrell asked if \$6,000 would be the max. Mr. Morton said yes and that he could not see it being more than that.

Commissioner Sweeny asked the City Attorney and City Manager who would provide legal services for the Committee and when would outside council be needed. City Attorney Blocker advised that it is completely up to the Commission and that it could be part of the package for hiring the facilitator, they may partner with different law firms, or some may be attorneys themselves. City Manager Royle advised that the previous Committee got a slate of amendments, submitted them to the Commission, and they decided which ones to put into an ordinance. He said that the City Attorney would then put them into ordinance form and the Commission would adopt the ordinance on two readings, which then goes to the Supervisor of Elections. City Attorney Blocker said that that had been his experience as well and that sometimes facilitators may bring in outside council early on to possibly help with some of the legwork.

Commissioner Sweeny asked if the \$250 an hour for outside legal counsel was additional to the \$6,000. Mr. Morton said yes. Commissioner Sweeny asked how much legal counsel he had used with other entities that he worked with. Mr. Morton said that he had not used it for Charter amendment issues but usually it would be specifically related to land use issues or energy law. He said that in this instance they just threw it out there as a capability statement more so than an offer at this point.

Commissioner George asked Mr. Morton if the hourly rate was based upon the thirty hours and if it would cover both of the people that would be assigned to the process. Mr. Morton said yes to both.

Mayor Samora thanked both of them for coming and said that both applicants were very qualified but that the City can only choose one. He asked the Commissioners to confirm that they were still comfortable moving forward with a facilitator. The Commission agreed. Commissioner George said that we will need to find money in the budget. Finance Director Douylliez advised that it is not currently in the budget but that there is money set aside for emergencies and contingencies, roughly \$60,000, that could be easily moved with a budget resolution.

Mayor Samora suggested that someone should make a motion to authorize the City Manager to negotiate a final contract with a preferred facilitator and if that is unsuccessful, then he would move to the second facilitator. City Manager Royle asked the Mayor to define "unsuccessful", such as if someone wanted too much money. Commissioner George said that they have both

stated what their basic terms would be and that it would be hourly based with a range of hours that they would be committing themselves to be available. She said that billing would be based upon the time spent and if there were any other contingencies or costs, then it would be more of a matter of flushing out something to sign, which is something that staff typically handles. City Manager Royle said that Dr. Dumont's initial proposal stated an estimated range of \$7,000 to \$10,000 inclusive of travel cost and time, but that Mr. Whitson had an estimated range of \$5,000 to \$6,000 with a more detailed budget to be provided once the project and meeting scope of work were finalized. Commissioner George said that they both provided an hourly rate.

Commissioner Sweeny asked if the proposed \$7,000 to \$10,000 had a certain number of hours associated with that price range and would there be additional charges if the hours exceed the \$10,000. Mayor Samora advised that we would be capped at \$10,000 and that would be some of the details that the City Manager would need to work out. He said that he believed that both of them were in the same ballpark, but it would come down to the details, and that the Commission needed to decide who it is more comfortable with and let the City Manager work it out to get the best deal he can.

Commissioner George said that she liked the energy and background that Dr. Dumont would bring to the table but that she liked the fact that the other candidate would provide two representatives, which would ensure continuity and with money being a factor, it is a bit less at \$110 an hour vs. \$200-\$250 an hour, which is a substantial difference.

Mayor Samora said that he liked the fact that Dr. Dumont has been in this seat before and has a lot of pertinent experience, which stood out to him. Commissioner Sweeny said that, like her fellow Commissioners, she is leaning toward Dr. Dumont and that she had received some positive recommendations from people that they mutually know.

Motion: To authorize the City Manager to begin negotiations with Georgette Dumont. **Moved by** Commissioner Sweeny, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora reiterated that if the City Manager cannot come to a good agreement, then move to the second firm. He asked what the procedure would be for making contact with the Charter Review Committee. City Manager Royle advised that they would create an email contact list and notify them to first determine what day of the week is convenient for most of them. Mayor Samora asked if the City Manager would be handling reaching out to each of them and facilitating that. City Manager Royle said yes and that he would work with Dr. Dumont on an agenda for that first meeting and that he would like to meet in October before we get into the next few months of holidays. He advised that the Committee would meet in the Commission Room and that he and the City Clerk would be their staff support. Mayor Samora said that the Commissioners would forward the contact information for their respective appointees. City Clerk Fitzgerald said that any contact information that the Commissioners could forward would be helpful or to ask them to reach out to her or the City Manager.

Mayor Samora moved on to Item XII.6.

6. Digital Plan Review: Continuation of Discussion to Implement (Presenter: Brian Law, Building Official)

Building Official Law advised that this is a continuation from the September 11th meeting. He asked the Commission to look at Page 2.A and said that he printed the current fiscal year at the time all the plan reviews were done, which would really illustrate, by user, what percentage of total plan reviews are being done. He said as a reminder, if we engage in a digital plan review service, we cannot go back very easily. He said that they would shift to an "all submittal format" and help the applicants through the process. He said that he reached out to the software company, and the five-year locked in rate would not be a binding contract and we reserve the

right to cancel if we decide to change the City platform at any time. He said that his updated memo on Page 2 breaks it down showing how many plan reviews were done by each Department, which is what you would expect to see for an annual cost not including the \$35,000 start-up cost. He said that this is the most accurate information that he could provide to see if the City wants to engage in this service.

Mayor Samora asked if the initial start-up fee would come from the Building Department or the General Fund. Building Official Law said that he believed that it should come out of the Building Department Reserve Fund, which is why he started last year because they could not have done anything until this month. He said that the Building Department would have no problem getting this program up and running, which would take several months.

Vice Mayor Rumrell said that the Building Official broke it down showing \$14,000 for the Building Department, \$7,000 for Planning and Zoning, and \$700 for Public Works/Engineering. Building Official Law advised that it would be a total of about \$22,000 broken out between users based on the amount of plan reviews performed, which would be an annual cost budgeted starting next budget. Mayor Samora asked if there would be any impact to this current fiscal year General Fund Budget. Building Official Law said no and that we would need to do a budget resolution out of our reserve money, which could not be done until next month at the earliest if it is even possible. He said at that point, if the City decides to move forward, he would have the City Attorney and the IT Director review the proposed contract.

Mayor Samora said that it would be approximately \$7,800 impact to next year's budget. Building Official Law yes, to the non-Building Department budget. He reminded the Commission of a statement that he made last month, which was that it is very possible that they would have to raise permit fees to cover this cost. He advised that they are predicted to be under their maximum cap based on this time and we have a lot of commercial projects coming up. He said that they would need to charge somewhere around a \$10 fee for this service and to keep in mind that they have only raised permit fees once in 2018 because the Building Department was not at an acceptable level of reserve to keep up with technology. Since then, he has moved them closer and closer each year and this is the final step.

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

Mayor Samora asked Engineering Director Sparks if he would be using this software and if he had any comments. Engineering Director Sparks said yes, he would be using it to review commercial applications that are received in the Building Department and that they could possibly transition some of their other projects over. Building Official Law said that this will be the infancy stage and that it would take a while to train the contractors. He said that unfortunately they will have to establish a charge and if we receive any hand-drawn plans, then we would either have to scan them in, or they would have to do it, and a surcharge would be allocated for having a staff member scan them. He reminded the Commission that once we move forward, we have to move to one hundred percent on-line submittals because this will be the platform that we operate out of, we would still use MCSJ, and Laserfiche will be retained as their current records management. This software gives them the ability to move it around so it would actually be backed up twice.

Commissioner Sweeny asked if other entities that use digital plan submittal have a surcharge for paper submittals. Building Official Law said no, they are told that they have to submit it digitally. He said that he does not like that approach and would like to provide the option since he has the equipment to do it, or they could go to a print shop to have it scanned but that the majority of the plans from designers are already digital. He went on to discuss the purchase of a large format plotter to be able to print digital plans because the Board of Engineers asked Building Officials to accept them, which digital signatures used to be taboo, but they are the future, and it is time for

use to make that last move. He said that he would provide the service using Building Department staff time and that he would be remiss not to charge for it.

Commissioner Sweeny asked if the City is already scanning plans. Building Official Law said yes, they are scanned after they are approved, which is part of our records management. Commissioner Sweeny questioned whether there would really be extra work because if we are already scanning them in, why would we charge extra for something that we are already doing. Building Official Law advised that what is being scanned now is done after they are approved, and this would be the actual plan review process. We would not have to sit at drafting tables to do the reviews because they would be done using the monitors that were purchased solely for this. He described the process and said that they would be able to have real-time comments and upload the page instead of having delays and he provided a scenario of what happens when they reject plans. Mayor Samora said that this would make us more efficient. Building Official Law said that they are currently very fast given their small staffing but there is a lot of wasted time.

Commissioner Morgan said that when the courts went to filing everything online, that it was a mess for about a year but that she does not believe that they would reject paper documents and that she would not want us to ever do that. She said that she is totally okay with having a surcharge within reason for paper plans, but she would not want to turn anyone away. We want to stop accepting so much paper and enable everything to easily go back and forth, which would be more efficient. Building Official Law advised that he would not turn anyone away. He said that when he started working for the City, almost every record that the City had were in boxes and that the City Clerk's staff did a wonderful job getting those archived into Laserfiche that allowed us to dispose of the paper records, which freed up much needed office space. He said that they only charge \$5 per sheet to print plans but that he does not want to become a print shop because the machine does not stay on all the time and his computer is the only one that can print to it.

Engineer Sparks said that some vendors offer a way to program in standards and default comments through Artificial Intelligence (AI) and he asked if this program offered that. Building Official Law said no but that it does exist for such things as exit signs, pathways of travel out, etc., but that we do not permit large commercial buildings anymore. He said that the comments are available as an option and that we would have the ability to cater to our needs as we get better with it. Engineer Sparks asked if this interfaced with MCSJ. Building Official Law said that nothing interfaces with MCSJ that he is aware of.

Vice Mayor Rumrell said that our City is almost done with a complete buildout side, and he asked if there was a contingency in place over the next five years for the funding of this program. Building Official Law advised that the City must have a Building Department of some magnitude and right now we operate at a very thin staffing level, and we actually take a deficiency hit every three years on its audit. He said that according to the ISO (Insurance Services Office), we are performing too many plan reviews and inspections for what we do but the need to hire another inspector would not be because of the workload it would be due to pending retirements. He said that he keeps the maximum reserve that he is allowed to so that they could weather the storm. He said that over the past five years he has upgraded things piece by piece, so the Building Department is not looking at any big capital expenses and that he is seeing duplexes being slotted for redevelopment soon. He advised that Code Enforcement is pretty much self-sustaining now with the additional fees and Zoning is generating more revenue than it ever had by simply charging for the plan reviews that it had been doing for free. He said that he is authorized by State Statute to charge a fee that represents what they are doing.

Motion: To approve the digital plan company subject to any legal contract that may occur, **Moved** by Vice Mayor Rumrell, **Seconded** by Commissioner Sweeny. Motion passed unanimously.

Mayor Samora asked the City Attorney if he was good with that and would review the contract. City Attorney Blocker said yes. Building Official Law advised the Commission to expect a budget resolution.

Mayor Samora moved on to Item XII.7.

7. Contract with City Manager: Continuation of Discussion (Presenters: Jeremiah Blocker, City Attorney; Max Royle, City Manager)

City Manager Royle advised that the City Attorney made changes based upon what the Commission suggested at the last meeting. He said he asked that a section be added regarding the indemnity provision. He said that there were some minor changes, and the term would still need to be decided by the Commission but that he made his proposal. He said before he sends it off for a legal review by his personal attorney, he would like to make sure that everything is in line with the Commission.

Mayor Samora said that the Commission would discuss the term afterwards and he asked if there were there any other questions regarding the indemnity, etc. that they wanted to discuss.

Commissioner George said that she is not in agreement with adding a severance because she did not want to be in the position of creating a new entitlement and she did not feel like that discharged her fiduciary duties as a Commissioner for something so substantial.

Commissioner Sweeny said that she believed there was something in the City Charter about termination without cause and what he would be entitled to. Vice Mayor Rumrell said that he believed if you are under contract, that the State may have something in place, and he asked the City Attorney to clarify. City Attorney Blocker advised that State Statute 215.425 would be applicable and would be triggered if someone is terminated without cause and he pointed out that the City Manager is currently operating without any of that. Commissioner George said that he is not subject to that Statute currently. City Attorney Blocker said that it would be open to interpretation, and it is not a protection that he is currently operating under but that this Commission could decide to place him under that. The City Manager does not have a contract with the City Commission and at any point the Commission could decide to move in a different direction and there would not be that protection. He said that you could argue that the City Charter does not specifically address a severance amount and decide whether it is something that needed to be added, which both parties could agree or not agree on, but if the Commission went forward with it as written, it would invoke those protections under that Statute. Commissioner George said yes but that it is based upon the way that it is written, and it could be written differently. City Attorney Blocker agreed and said that the City Manager would have his attorney look at it as well, but that his role is to advise the Commission. He said that the City Manager has been very prompt with everything that he has asked for. Commissioner Sweeny confirmed there is nothing in the Charter. City Attorney Blocker said not that he is aware of, just the Florida Statute that addresses when someone is terminated without cause. Commissioner George asked the City Attorney if he thought it was not applicable. City Attorney Blocker clarified that if the Commission adopted this today, it would place him under those protections. Commissioner George agreed but said otherwise it did not. City Attorney Blocker agreed. Commissioner George said that it would be a new entitlement. City Attorney Blocker said that that would be his argument and right now, that he is operating without those protections.

Mayor Samora asked if he would be entitled to those protections if the Commission puts him under contract. City Attorney Blocker said only if it is referenced in the contract. Mayor Samora said that he did not know if the triggering event was putting him under contract or not. City Attorney Blocker said that as it currently exists, this Commission could terminate the City Manager by a 4-1 vote and, to his knowledge, there would be no severance because he is not under

contract. This would be a protection that would give him a payout if he were terminated without cause. He said that the legal proposition behind that is that it would protect both parties because there would be a resignation process and if the Commission changes its mind, then he is not out, and it is very common in these types of contracts, but it is not required.

Commissioner Sweeny said that the City Manager is already entitled to the sick time and vacation time, so this is really about the paid twenty weeks of severance. Commissioner Morgan noted the health insurance premiums. Commissioner Sweeny asked what the City's policy was and whether it provided any health insurance for employees once they leave. Finance Director Douylliez advised that they could elect to take COBRA (Consolidated Omnibus Budget Reconciliation Act) or if they retire, they could pay in full to continue their benefits. She said that FRS (Florida Retirement System) allows for some type of reimbursement for employees prior to the change.

City Manager Royle said that when he leaves and they are looking for another manager, that that person would probably require a contract and that they would likely ask for this provision. He said that they would be foolish on a 3-2 vote not to have a contract with this provision. Mayor Samora asked the City Attorney if he agreed. City Attorney Block said yes, and that City Manager Royle has extra protection in the Charter. City Manager Royle said yes but his replacement will ask for some protection and that he could not imagine this current Commission terminating him without cause. He said that he believes it would be a tough market out there to find a city manager without this in the contract unless you give them a super-majority vote, but the Charter has been changed to deny that and that his replacement would have a 3-2 vote.

Commissioner Sweeny said that it was her understanding that most of the time this type of severance pay is included in a contract because the new employee may be relocating their family or left other employment to take this position, etc. and it is in there as a reinforcement for those conditions, but those conditions do not necessarily apply in this situation. Commissioner George agreed that she did not see this Commission terminating City Manager Royle without cause, but it is extremely difficult for anyone to terminate someone in this position specifically with cause because it would be the equivalent of a public embarrassment. She said that there are so many reasons why she did not think that it is applicable to this situation and contracts are drafted for each individual situation.

Mayor Samora said that there were some very good points and he asked if there was any further discussion.

Commissioner Sweeny asked the City Attorney for more information regarding the indemnification language that had been added. City Attorney Blocker said that because of sovereign immunity and qualified immunity, which are two different things but they both apply here, and when City Manager Royle is operating as an employee of this Commission and carrying out his role, he is protected from personal lawsuits. For example, if he were to get a DUI and damaged City property, it would not give him indemnification, but if he is making a decision and carrying out the will of the Commission, the understanding is that the government is already a target for lawsuits. The Commissioners are elected officials, and the employees have to be able to carry out the wishes of those officials without being personally liable or sued for that decision making and City Manager Royle is already protected by that. He said that City Manager Royle felt that it was important to solidify that in the contract. The argument may be that he is already protected, but it was in the interest of drafting this in a way that made sense to him since he is the party that we are negotiating with.

Commissioner Sweeny said that under the Sovereign Immunity Statute there is a burden of proof for gross negligence, and she asked what line that falls under. She said that she is trying to get an idea of what would constitute it or not, whether it was basically for doing something illegal, and

if it would be under the same threshold as sovereign immunity. City Attorney Blocker said yes that the City is protected by sovereign immunity and the employees are protected by qualified immunity when they are operating within. He said that he would need to be operating outside of the time, place, and control of the City to trigger anything personal, such as getting in an accident, which would be on him and not the City. As far as the threshold, the Statute outlines what it is and if you commit a criminal act, but government employees are given some discretion to carry out the acts of government, generally you would need to see something so egregious that a court would say that he is not acting within his capacity as a City employee, such as violating someone's civil rights or a criminal act that would not protect him as a City employee. He said that no one on this Commission would ever ask him to do something unethical so it would not trigger this type of issue.

Commissioner Morgan asked if it would be appropriate and carry the same weight if we streamline the indemnification language to reference that Statute rather than spelling everything out. City Attorney Blocker said that it could absolutely be referenced, and we might not need that language in there because he is a City employee under City contract, the City is under sovereign immunity, and he has qualified immunity by carrying out the Commission's will. He said that he understands that City Manager Royle wanted to make sure he is protected and that this is their opportunity to talk openly. He asked the City Manager if had ever been sued personally. City Manager Royle said no. City Attorney Blocker asked him how long he has worked for the City. City Manager Royle said thirty-four years. City Attorney Blocker said that it would be highly unlikely in the remainder of his time that you would, but that he would be protected.

Mayor Samora asked the City Manager if he agreed to streamlining the language to reference the Statute. City Manager Royle said yes.

Vice Mayor Rumrell asked the Finance Director if the City pays one hundred percent of the cost for any medical coverage for any other employee. Finance Director Douylliez advised that the City pays one hundred percent of the base plan, and the employee has to pay a portion for the buy-up plan. Commissioner George suggested to modify the language to reflect whatever is given to all employees, which is policy driven as opposed to contractually driven. Vice Mayor Rumrell asked if the life insurance was also paid at one hundred percent. Finance Director Douylliez said not based upon the way that she reads it, because \$25,000 is what the City currently insures employees for. Vice Mayor Rumrell suggested to keep the health and life insurances the same as all the other employees have.

Vice Mayor Rumrell reviewed several different sections of the contract and was fine with them such as cell phone, travel, and a two-year term, but the Commission could decide that. He pointed out to the City Attorney that Section 2 stated a one-year term and needed to be changed to a two-year term and that the agreement to extend it to June should be determined by the sitting Commission at that time and should not be automatic.

Mayor Samora said that we would make the correction to a two-year contract and that the City Manager had suggested in his memo for this contract to begin on January 1st, which seemed like a reasonable request, and it would give him time to have it reviewed. Commissioner Sweeny suggested that the contract could begin after the Commission completes their evaluations just in case something comes to light that needed to be addressed. Commissioner Morgan said that it was not a thought that she had but that it was a good point. She would like to move this forward sooner since the fiscal year just started and she would rather stay in line with that.

Commissioner Morgan said that City Manager Royle felt it was important enough to put that set end date in the contract and that we could just make it a set term contract up to that date and then after that date, it could be renewed for whatever term. She said that a couple of months

difference is not much in the grand scheme of things and that her goal was for the Commission to know what the term would be above and beyond anything else.

Mayor Samora said that the term of the contract has been one of the big sticking points and that City Manager Royle has a date of June 30, 2026, in mind. He said that this contract would get us there with the approval of a six-month extension after a two-year term, which would give us time to find a replacement. He said that this would be one way to get us there, and he is fine with it, but that he was curious to hear everyone's thoughts.

Vice Mayor Rumrell said that the whole purpose of this was two-fold. It keeps the City Manager under a contract, which holds him accountable, but it also gives him a chance to retire with dignity, which he deserves. We are not always going to agree on certain things all the time, but to see a City Manager walking down the street picking up trash is very amenable. But, for the residents of the City, there needs to be an end date, because as the City progresses forward, there are going to be things that City Manager Royle is not going to be able to do or was not taught to do before. This would allow someone the opportunity to retire with dignity, but it would also be good so that the residents know that there is going to be a transition, and this gives that opportunity. He said that the Commission talked about wanting a succession plan. Mayor Samora said that a succession plan has been very important for him, and this takes care of it for us.

Commissioner George said that she liked the two purposes that the Vice Mayor established but she questioned whether there was another way to achieve that vs. having a separate contract and that she discussed it with the City Attorney but there was no conclusion. She said since there is no contract now, we could achieve it by signing a contract, but she would want to make sure that we were not creating new entitlements. She said that the Commission could just make a motion for a prospective termination point because we would be free to reassess it at that time anyway. She said that everyone would have advanced notice of what that date is, and we would not have to alter any of the terms because they would continue as they are up until that date. She said that she is fine with his preferred date of June 30, 2026, and six months before that date we could renew our conversations to find out where he is at that point. If it is established as his retirement date, then we could use that time to recruit and train. She said that if more time is needed by either party, then we could enter into a new term such as a transitional services contract. She said that she threw this out there because as we looked at each of these terms, we found that we already have policies for things such as health and life insurance and there is already a Statute for indemnity, etc.

Mayor Samora said that the sitting Commission in two and half years is going to have to go through this and that he would like to hammer it out now because it could be a template. He said that we are doing this with someone that has done a great job for us and has been easy to work with. He agreed that we should not create more entitlements than we already have, and that the severance is a tough one that could possibly be pulled for this go around to allow the City Manager's attorney to look at it and then we could hammer that out in a few months. He would like to come out of this with a template and a contract that works for City Manager Royle and sets the City up for his position moving forward.

Commissioner Sweeny said that she agreed with Commissioner George for setting a potential retirement date vs. moving forward with a contract.

Mayor Samora asked what it would look like from a legal standpoint to set a retirement date. City Attorney Blocker said that it could be something along the lines that in two years the Commission would open a nationwide search. He said that if his intentions are to retire June 30, 2026, that the City could ask him for a Letter of Intent, which would allow for a two-year transition period and the preparation for a search, which could be lengthy, and that his expertise would be coveted and

appreciated. It would be a clean plan that would negate the need to go through the contract process. He said that based on his discussions with City Manager Royle, he believed that he had an idea of when he would like to retire, and if there is a way to formalize that for the Commission, it would allow them some flexibility on how to prepare.

City Manager Royle said that the key word is "flexibility". Is the flexibility now or in the future because if it is now, then he risks the possibility of being thrown away and he does not think that is proper. Commissioner Sweeny said that she did not believe it would create any change from what we currently have or even what would be in this contract especially if we were to remove the severance pay, it would really be implementing status quo into a contract. City Attorney Blocker said, to be clear, we are currently operating without a contract and the protections of the Charter are in place. He said to the City Manager that he did not think that any four of these Commissioners would want to throw him away, that they have indicated everything but that, and that they value him and want his expertise. He said that what he heard is that the Commissioners want to develop a plan to allow for some contingency planning, which is certainly not throwing him away. And to provide a collective response to what the Commission asked, if the City Manager has a date in mind and would like to formalize it in some type of letter, it would allow the Commission to work with him in that planning process as opposed to being bound by a contract.

Commissioner Sweeny said that six months would be great but ideally, she would love to have as much time as possible for a potential search because she had seen some searches take a year. She said that it was her understanding that June 30, 2026, could be his potential retirement date and if that is the case, then she would like to move forward in that direction. City Attorney Blocker gave a scenario of a County attorney that was retiring, they got it formalized in advance, and they were able to accommodate his timeline and it also allowed us as an elected body to work through the candidates to most people's satisfaction and that he believed what he heard is that the Commission wanted more say so in the planning.

Mayor Samora said that knowing the term is one of the desired outcomes whether it is a contract or formalized in a letter so that we have a date to start planning around.

Commissioner Morgan asked the City Attorney if that County attorney that he spoke about retiring was under contract. City Attorney Blocker said that he believed that he was. Commissioner Morgan said that she had concerns both ways but that she favored going with a contract and if it was the will of the Commission, she would respect that, she just wanted to have certainty of the end date. She was pretty sure that that County attorney was under contract at the time that he gave advanced notice whereas City Manager Royle is not under contract. City Attorney Blocker agreed and said that a contract gives you legal enforceability and a letter of intent is not necessarily legally binding.

Commissioner Sweeny said that if we removed anything that would create a new entitlement such as the severance pay and the health and life insurances, then what additional protection or benefit would this contract provide to him that he does not already have. Mayor Samora said that it puts us in the same place. Commissioner George said that it would provide nothing. Commissioner Sweeny said that she is now questioning what the point would be, but that it may be important to others.

Commissioner Morgan questioned not having a contract if City Manager Royle changes his mind and decides that he does not want to stay until June 30, 2026. City Manager Royle said that if his intent was to retire earlier that he would notify the Commission and give ample time to find a replacement. He said that he would want to retire with dignity and that setting a date and pushing him out the door is not the way to go. Commissioner Sweeny said that maybe she misunderstood but that she thought that June 30, 2026, was the date that City Manager Royle came up with.

City Manager Royle was curious why there was such difficulty accepting his proposal for a two-year contract starting January 1, 2024, ending in June of 2026, with him notifying the Commission of his intent to retire in January of 2026, and then the nationwide search could start. He said that if by chance no one had been hired by the end of June 2026, that, as Commissioner George stated, he could continue on a provisional basis for three months, six months, etc. Commissioner Sweeny said that we are all saying the same thing. Mayor Samora agreed and said that Section 3, "Terminable at Will", is provided for in the contract as well. City Manager Royle said that he would not need a contract to look everyone in the eyes and say that you deserve the opportunity to find my replacement and that he would let the Commission know when he would be leaving as far in advance as he could but that he may not know about a terminal disease sooner than later. He said that presuming that his physical and mental capabilities are what they are today, he would let the Commission know January 1, 2026.

City Attorney Blocker said to the City Manager that he did not want to speak for the Commissioners, but that none of them are trying to push him out. If anything, each of them worked very hard behind the scenes to make sure that this was put in place, which is not always the case, and he wanted him to have that confidence. He said that as the Commission's legal advisor, a lot of work went into this process, and we need to be able to have an open discussion so that we can get there within the confines of the Sunshine Law.

Vice Mayor Rumrell said that he understood both sides of it and that contracts make good partners and fences make good neighbors. He proposed to eliminate Section 11, but if it must be in there, then he suggested to have no contract, which would accomplish the same thing. A contract will give some sort of binding document moving forward as a benchmark for the next City Manager. He said that right now there is no severance policy. He also would like to see in there that Max Royle would be available for the new hire during the transition. He said that some people do not like having someone there with them, but he believed that it would be important so that they could learn where things are in the City. Mayor Samora said that he did not know if that should be wrapped into this contract because he did not want to convolute it anymore. Vice Mayor Rumrell said that would be fine.

Mayor Samora said that the Vice Mayor hit the main points and to get rid of the entitlements that are not currently in affect, which are Section 4 regarding "Severance" and Section 11 regarding "Health and Life Insurance". City Manager Royle questioned the removal of Section 11. Commissioner George said that Section 11 would just be modified to the current policy for all employees. City Manager Royle said that would be fine.

Commissioner George suggested that six months' notice could be extended to eight or ten months because it could be very lengthy. Commissioner Sweeny said that the Commission has not gone through this for such a long time because the City Manager has been here thirty-five years so we would be starting from scratch and that allowing a bit more time would be helpful.

Mayor Samora said that the term would be from January 1, 2024, with either nine months or a year for his notice. Commissioner George said that it did not have to coincide with the end of the term, and it could just be a provision that the Commission be provided notice. Vice Mayor Rumrell suggested that we use June 30, 2026, as the last day, and then that sitting Commission could decide when the search should start such as June or December of 2025. Commissioner Sweeny said that the sticking point here is that she did not believe that City Manager Royle was committed to that being his last day. City Manager Royle said that he wrote that June of 2026 would mark his 50th year in public administration and if you start your search ten months before that date, you could push him out by finding his replacement long before that date.

Vice Mayor Rumrell said that if there is a contract, he was prepared to give him through June 30, 2026. Commissioner George said that an early search does not mean that you would be let go earlier.

Discussion ensued with everyone saying that his term would be through that date; it could be a part of the transition period; etc.

Commissioner George said that City Manager Royle would be on board until that last day even though the Commission may decide that the new hire would train with him during his last couple of months as a part of the term. Commissioner Morgan agreed.

Mayor Samora said to capture this in a contract, the term would start January 1, 2024, and last until June 30, 2026, and he asked if we would need to revise Section 4.D - Employee Resignation. Vice Mayor Rumrell said that the termination date would be June of 2026. Commissioner Sweeny said that when that date is approaching, we could decide when to start the search. Vice Mayor Rumrell said that it would make it so that City Manager Royle would get to the 50-year mark, and no one could push him out, but still knowing that the Charter allowed for a 4-1 vote regardless. Mayor Samora said that he saw a lot of heads nodding and that he believed that they had landed on something as a Commission. City Attorney Blocker pointed out that Section 4.E - Employee Retirement, would be a scenario that if he decided to retire prior to the June 30, 2026, date, that the Commission may want to have some type of advanced notice. Vice Mayor Rumrell said at least six months advance notice.

Commissioner George said to encapsulate what had been discussed would be to add a term that would define that his retirement would be June 30, 2026, and that the Commission would proceed with a search at least six months prior or would you even need that in the term. City Attorney Blocker said no, not necessarily because this would be separate from if he decided to retire earlier. He said that this contract would end on the 30th of June 2026 but that he could change his mind at any time and say that he is done. As part of the contract, we would ask as a courtesy that he give six months advance notice but of course he would have accrued leave that he would need to spend. Commissioner George asked if a provision should be added to say that the City Manager shall notify the Commission when it is eight or ten months prior to the June 30, 2026, date and then it would become an agenda item to consider whether it is time to start the search. Commissioner Sweeny said that she did not know if that needed to be in the contract.

Discussion ensued and everyone was talking over one another, and nothing was retrieved for the minutes.

Mayor Samora asked the City Attorney if he had clear direction for revisions. City Attorney Blocker said that he believed so but that he would listen to the minutes as well. Vice Mayor Rumrell said that we needed to get this done and he wanted to make sure that we knew that there is a drop-dead time and if the City Attorney and the other attorney cannot work it out, then at that point, we know that that is probably the end date, and we proceed moving forward. Commissioner George said that we could always memorialize that in a motion if there is no contract.

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

Commissioner George said that it would be more effective in a way to get four votes on the record so that everyone could consider that going forward. Mayor Samora said that if he never had to negotiate a contract in a public meeting again it would be too soon, and he thanked the City Manager for being a good sport about it. City Manager Royle thanked the Commission for their concerns.

Mayor Samora moved on to Item XIII.8.

XIII. NEW BUSINESS

8. Magnolia Dunes/Atlantic Oaks Circle Subdivisions Drainage Improvements: Review of Options (Presenter: Jason Sparks, City Engineer)

City Engineer Sparks presented a PowerPoint [Exhibit B] to provide an update to the Commission on the pre-design study that was done by Environmental Consulting & Technology, Inc. (ECT) for Atlantic Oaks and Magnolia Dunes. He showed an aerial of the area and discussed the existing conditions and said that an outfall is needed regardless of whatever is going on internally. He said that in the scope of the pre-design study he asked them to give six scenarios and that four of those were explored, which were deemed unviable or very difficult such as increased storage capacity in the existing ponds as shown by the blue dots. The land that would be needed to increase the size of the ponds is not viable because you would need to buy the houses and tear them down to build bigger ponds. He said that every slide is pretty much the same layout with a map, the pros and cons, and an estimate of the cost.

Engineer Sparks said that the gravity system to the Matanzas estuary would require condemning the golf course at Marsh Creek, which is not going to happen. He said that they also looked at the estuary and tributary that goes through Sea Grove and out to Matanzas and he said that permitting would be difficult because of the private roads, etc. He moved on the next slide, which was also a gravity system to Matanzas and the Florida Department of Transportation (FDOT) pond. He said that they met with FDOT and that he had a slide with all of their conditions such as deeding the pond over to the City, that they would retain an easement over it, and the City would be responsible for the perpetual operation and maintenance of the pond that currently costs FDOT an estimated \$40,000 per year to maintain. He said that the City would also need to modify the pond at a cost of about \$700,000 and that the acquisition time would be approximately 18-26 months. He said that gravity to the pond is the easiest option, but he never anticipated that they would say that they would let us discharge there with the ramification that they would also be deeding us the pond to maintain. He moved on and said that another option is a pump station force main to the estuary via the golf course property, which is also a no-go at \$6 million. He advised that the gravity system to the FDOT pond is the most economical and is fairly easy to connect to but that the long-term cost to maintain this pond really complicates it. He said that the 18–26-month timeline to deed the pond to the City is just an estimate and it would also depend on whether the Region Two Secretary would even agree to it. He said that a pump station to the FDOT pond would still be around \$5 million.

Engineer Sparks showed the details that he already covered for the FDOT pond as well as future dredging costs of about \$65,000 to \$250,000 that would be needed every ten years and if there were any hydrocarbons, which there probably are, they would need to be transported to a hazardous waste facility, so it does not seem like a good option. He moved on to the next slide, which showed an estimate that the consultant put together for what it would take to expand the pond to accept the additional flow at a cost of over \$660,000. He showed a summary of the estimated costs and that the “plus \$1 million” is a number he added for the cost to acquire, maintain, and dredge the pond. He said that four of the options are a no-go but that the gravity to the pond and pump station to the pond are the only two viable, permissible, non-property condemning options.

Engineer Sparks said that there is one option that was put together before he came to the City to possibly expand the Mickler ditch all the way out to the Mizell pond. He said that he would like to ask ECT to do that, but it is not in the scope of work that they are currently working under, and it would cost an additional \$7,300 to \$10,000. He described all the things that would need to take place to do the expansion such as moving sidewalks and overhead power, etc. and the expansion

of that ditch could cost millions of dollars, or we could reel it in and try to make some localized improvements in the Magnolia Dunes and Atlantic Oaks areas.

Commissioner George asked if there was a history of existing incapacities within the Mickler ditch. Engineer Sparks said yes. Commissioner George said that she did not see how that could be an option because there are properties that are at risk of being close to flooding due to the lack of capacity and to add more would just displace it. Engineer Sparks said that the analysis would give us an expansion of the Mickler ditch by moving the road and making it larger.

Commissioner George asked how this would relate to the work being done for the Stormwater Master Plan updates and if it would be covering the same scope of work. Engineer Sparks said no. He said that the Master Plan did not include looking at the capacity of the Mickler ditch. Commissioner George said that the ditch is a main artery and she questioned how it would not be a part of it. Engineer Sparks agreed. Commissioner George asked if it was in the scope of work. Engineer Sparks said no. He said there were about \$13 million in Capital Improvement projects that included \$1 million in annual maintenance costs but the expansion of the Mickler ditch was not one of those projects. Commissioner George said that the ditch itself was factored in and considered as a part of the Stormwater Master Drainage Plan. Engineer Sparks said that the modeling portion of it was but not the improvements. Commissioner George said that was fine.

Commissioner Morgan said even if we wanted to expand it, how could we do it without taking some of the property along there because the thoroughfare is not wide enough. Sure, you could move the light poles across the street, but you still have a sidewalk, two lanes of roadway, and houses on either side. She said that it seemed like a long circuitous route vs. the FDOT pond, which is right across the street.

Commissioner George said then you have all the capillaries that feed into it, which would then need a backflow valve or something to increase their capacity to manage the water that goes in that direction too.

Mayor Samora said that the City Engineer did a cost analysis on taking the FDOT pond, which captures most of the runoff from State Road 3/A1A South. He asked if we take ownership of it, would there be any provisions for leasing a portion of it back for maintenance such as how FDOT pays the City to maintain the median on A1A South. Engineer Sparks said that it would be something that we could suggest. He said that the pond is sized for six lanes of A1A South so there is some additional capacity that they would want to reserve, and he did not know the extent of the improvements that the City would need to make.

Vice Mayor Rumrell said that we could also probably go to the County because there is a lot of drainage that goes into there and there might be some sort of Memo of Understanding (MOU) to maintain that pond between the County as well.

Commissioner Sweeny asked Director Sparks to go back to the slide with the cost breakdown for the pond. Vice Mayor Rumrell said that he believed that the City received \$1.2 million for this appropriation, which was grossly under. Engineer Sparks said that he did not want to leave out that we are currently asking for money to armor the Mickler ditch between A and 11th Streets so this could be a turnkey analysis or whatever the additional funding is. He said that he is not pushing one way or the other, we are just kind of stuck where we are. He said that there would be so many feet of 36-inch storm RCP (reinforced concrete pipe) and 45-inch storm RCP and then a box culvert, then the inlet structure at the pond itself at a total cost of \$1.5 million to build that red line of infrastructure. Vice Mayor Rumrell said that we would be about \$300,000 in the hole. Engineer Sparks said plus the modifications and maintenance costs to the pond. Vice Mayor Rumrell said then we are about \$1.5 million in the hole.

Mayor Samora asked if the modifications would need to be done before we could discharge to the pond. He said that we know that there is capacity for six lanes on SR-A1A at some point down the road. Engineer Sparks said that FDOT would want to keep that capacity there and it was his understanding that whatever is going into it now and discharging over the weir is pretty much all the pond can push through, but that he did not know what the number was right now.

Commissioner Sweeny said that the memo says that FDOT is precluded from transferring the lease to us for the pond. Engineer Sparks said that was for the tower. Mayor Samora said he was thinking about the financial side of this, they are taking in money for that tower, and they want to give us the pond. He said that there was room for them to provide something back to us even if it is just a passthrough of the cell lease or something to offset the cost. Vice Mayor Rumrell suggested to go back to FDOT and say that we will take over the pond if they give us the improvements, pay the million plus the improvements of the pond, and we would take over maintenance of it. Commissioner Sweeny said that it is kind of similar to what they did with King Street. Vice Mayor Rumrell said that his thought was to get them to bring it up to our standard and we would take it over at that point, which would save the City \$1.5 million and we will not have to ask for it in appropriations. Commissioner Sweeny said that either way it would come from the State. Engineer Sparks advised that he could go back to them but that they have no obligation to us.

Commissioner Morgan piggybacked off of what the Mayor said and since that ditch is in the County and that some County properties drain into it too. She said that it may not be directly with the State but there may be some savings even if it is just with the maintenance going forward. Vice Mayor Rumrell suggested splitting the maintenance cost with the County. Commissioner Morgan said yes or some other trade off in an interlocal agreement. Commissioner Sweeny asked if the County currently does any maintenance of that pond. Engineer Sparks said that the State has maintenance contracts for mowers, sprayers, fence repairs, etc.

Mayor Samora advised that it sounded like the Commission would like to explore the FDOT pond option further before we allocate more money for a study. Engineer Sparks agreed and said that if we do not want to do it with the pre-design study right now, he would cut it off, but that he had a timetable with the grant. Vice Mayor Rumrell said that the City will never have the money to expand the Mickler ditch so there is no reason to spend the money on a study. Commissioner Sweeny said that we could also try to get an extension for the grant period. Engineer Sparks said that it was from appropriations so it should be good. He said that he appreciated the Commission's time and thoughts on this topic and that he would run it by FDOT. Mayor Samora thanked the City Engineer for working on it and spending the time to crunch the numbers. Vice Mayor Rumrell offered his and/or Commissioner Sweeny's assistance if needed to help push this with some phone calls on behalf of the City.

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

Mayor Samora moved on to Item XIII.9.

9. Scheduling of Meetings: Workshop in October with City Boards Concerning the Vision Plan and Having November Regular Commission Meeting on the Second Monday, November 13, 2023 (Presenter: Max Royle, City Manager)

City Manager Royle advised that the Mayor would be out of town the first Monday in November, so he suggested having the Vision Plan workshop meeting at 5:00 p.m. on the second Monday in November with the regular meeting to follow. Commissioner Morgan liked that idea.

City Manager Royle said that it would be helpful if the Commission provided some ideas and/or changes that they would like to see for the Vision Plan workshop meeting. Commissioner Sweeny said that she did not recall that the intent was necessarily to make significant changes, it was to

have a public meeting because we built that into the timeline and that Commissioner Morgan had suggested bringing in the Smart City expert.

Mayor Samora said that looking back at the minutes, it was to get the Vision plan done for now, but that it is a living document, and we would continue to revise it. He said that there was a lot of input from SEPAC, and we felt the Smart City folks could make a contribution. He said that he did not believe that it was any predetermined outcome, so let's get some feedback and see if there are things that we want to incorporate into it. City Manager Royle said okay.

Commissioner Sweeny said that she probably should have thought about the cost of a speaker back when the Commission discussed bringing in the Smart City person to speak and that it might cost \$10,000. She said that she did not know if he would be willing to speak to us in generalizations for less money. Commissioner Morgan said that she did not anticipate that it would be leaning toward a contract but just him coming and speaking to us in a meeting. City Manager Royle advised that we could ask him if he would be willing to come and speak to the Commission about what the concept of a Smart City is and then go from there. Commissioner Sweeny said that she would just like more information from someone that is an expert, which may drive potential changes to the Smart City language in the Vision Plan.

Vice Mayor Rumrell advised that he would be out of town November 12th through the 18th, and he asked if he could Zoom in and if that was agreeable to the Commission.

It was the consensus of the Commission to allow Vice Mayor Rumrell to Zoom in to the November 13, 2023, meetings.

City Manager Royle asked the City Attorney if the Vice Mayor would be able to vote via Zoom. City Attorney Blocker advised that the Vice Mayor would be able to vote but that you would need a quorum of three members present in person.

The Commission agreed to meet on November 13, 2023, at 5:00 p.m. for a Vision Plan workshop with the regular meeting to follow.

Commissioner Morgan said that if the Smart City person does not want to come speak to us, then would we still want to have the workshop since the Vision Plan was just approved six months ago. City Manager Royle said that he would check with him and let the Commission know.

Engineer Sparks said that they had been talking with the Smart City person recently because we have this proposed scope of work and that he would come speak at a meeting. He advised that you would see some of the fruits of their labor at the Northeast Florida League of Cities dinner. You become a Smart City by collecting more data about what is going on in the City such as stormwater, parking, etc. and using that data to better the City's services, infrastructure, and assets. He said that the \$10,000 would be used toward University of Florida students to shore up our GIS data to be able to set up an asset management system to better manage and plan for maintenance, etc.

Mayor Samora asked the City Manager to please extend an invitation to former-Commissioner Margaret England. City Manager Royle agreed.

Mayor Samora opened Public Comment.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, suggested that if the contract is settled with the Charter Review facilitator, that it may be beneficial to have that person and the members attend the Vision Plan workshop meeting because some of the guidance from that meeting could be incorporated in the Charter.

Mayor Samora closed Public Comment and moved on the Item XIV.

XIV. STAFF COMMENTS

Engineer Sparks advised that they received the reimbursement from FEMA for the Mizell weir.

Commander Harrell reminded everyone that tomorrow is National Night Out at 5:00 p.m.

Finance Director Douylliez advised that the money from the weir is close to pushing us over the threshold of a single audit requirement, which would cost us money, but she is working on it.

City Manager Royle advised that the League of Cities dinner is October 19th at the Embassy Suites Hotel with happy hour at 6:00 p.m. He said that Ms. Conlon is collecting door prizes and that we are emphasizing local businesses.

Mayor Samora reminded everyone that the Ocean Hammock Park ribbon cutting ceremony would be on Wednesday, October 4th at 4:00 p.m.; SEPAC meets on Thursday, October 12th at 6:00 p.m.; the Planning and Zoning Board meeting has been cancelled due to a lack of agenda items; and we will finish the month with the Full Moon Luau event, Saturday, October 28th at the pier from 6:00 p.m. to 9:00 p.m.

Mayor Samora moved on to Item XV.

XV. ADJOURNMENT

Mayor Samora asked for a motion to adjourn.

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

Mayor Samora adjourned the meeting at 9:27 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: October 1, 2023

SUBJECT: Information for Agenda Item #5, Charter Review Committee

This information is in two parts: appointment of members and hiring a facilitator.

ITEM A. APPOINTMENT OF MEMBERS

You agreed at your September 11th meeting that the Committee would have seven regular members and two alternates, and that each Commission would appoint a regular member and the Commission as a group would appoint the remaining two regular members and the two alternates. Here's an update of the appointments to date:

- Mayor Samora: Scott Petrou
- Vice Mayor Rumrell: Kevin Kavanaugh
- Commissioner George: Edward George
- Commissioner Morgan: Heather Neville
- Commissioner Sweeny: She told the City Manager last week that she has a couple of possibilities. She will tell you her choice at your October 2nd meeting.

For the two regular members positions, two residents have volunteered: Margaret England and Jeremiah Mulligan.

For the alternates' position, the City has received a request for consideration from one resident, Ms. Susan Horwitz. It is attached as page 1.

MEMORANDUM

We ask that you appoint the remaining two regular members and the two alternates so that the Committee can begin its work.

ITEM B. FACILITATOR

You have a proposal from two potential candidates: Ms. Georgette Dumont and Mr. William Whitson, president of Local Government Visions. Ms. Dumont's proposal is in your agenda books. As Mr. Whitman's proposal arrived after your books and been distributed, we emailed it to you. A paper copy of it is attached as pages 2-4.

In alphabetical order, here is the cost each candidate proposes:

- Ms. Dumont of Jacksonville Beach: Estimated range \$7,000 - \$10,000, inclusive of travel costs and time.
- Mr. Whitson of Flager Beach: Estimated range \$5,000 - \$6,000, with a more detailed budget to be provided once the project and meeting scope of work are finalized.

Each candidate has been invited to your meeting to present their proposal in person and to answer your questions. However, because of a previous commitment, Mr. Whitson cannot attend. In his place will be his business partner, Mr. Matt Morton.

We ask that you interview each and then, if you think a facilitator is needed, to hire one of the candidates.

PLEASE NOTE: We did have a proposal from a third candidate, Dr. Bob Lee of Naples. However, he withdrew it because of his current workload.

Max Royle

From: Susan Horwitz <showitz@sandulligrace.com>
Sent: Monday, October 2, 2023 12:34 AM
To: Max Royle
Subject: City Charter Committee

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.

Hello Mr. Royle, I only heard about the City Charter Review Committee a few days ago and I am currently traveling, but I was hoping I might be considered for one of the Alternate positions. I am a retired labor lawyer. I spent 35 years as a Union lawyer in Massachusetts specializing in representing police unions. In that role I often referred to, analyzed and interpreted City and Town Charters and ordinances in order to address issues in bargaining collective bargaining agreements and in representing officers in disciplinary matters, work injuries, retirements, promotions and grievances. In particular, I was very involved when the City of Lynn, Massachusetts was revising its City Charter. Also, before I was a lawyer I worked for the Federal government in the US Department of Labor where I was a personnel and job classification specialist for government jobs. Currently, I am the President of the St Augustine Beach Democratic Club. I am sorry that I do not have a full resume to provide since I am traveling but since I understand that the committee selections are to be made this Monday I wanted to provide this request as soon as I could. I am a resident of St Augustine Beach and a registered voter in St Augustine Beach. Thank you for your consideration. Susan F Horwitz, 412 F Street, St Augustine Beach, 32080. 617 877-1752

Local Government
VISIONS LLC

September 25, 2023

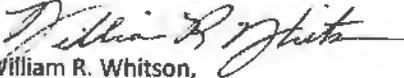
Mr. Max Royle, City Manager
City of St. Augustine Beach
2200 A1A South
St. Augustine Beach, FL 32080

Dear Max:

Per your request, please find the attached proposal from Local Government Visions to perform your City's Charter review work. We are excited to make this proposal as we are your neighbors just down the road in Flagler County. It would be our honor and pleasure to serve you and the needs of your city.

In closing, should you need any additional information or clarifications regarding our proposal, please feel free to contact me at anytime.

Sincerely,


William R. Whitson,
President/Owner
LG Visions, llc

**CITY OF ST. AUGUSTINE BEACH CHARTER REVIEW
SCOPE OF SERVICES- September 25, 2023**

Local Government Visions, LLC will provide facilitation services for a review and possible changes to the St. Augustine Beach city charter. Mr. William Whitson will direct and facilitate the project with the assistance of a Local Government Visions, LLC project specialist.

Local Government Visions, LLC will provide the following services:

- Assisting the city with the design and implementation of an inclusive and iterative process that allows for a thorough examination of the existing city charter
- Work with the city to create opportunities to obtain representative citizen input on the existing city charter and for any proposed charter changes
- LG Visions will attend and facilitate all public meetings of the Charter Review Advisory Committee including all public hearings in coordination with staff
- Provide contextual and specific background information on charter issues
- Provide and/or recommend appropriate speakers/consultants/subject matter experts on an ad hoc basis as needed
- Assist the Advisory Committee and legal counsel in providing language for proposed charter revisions and requisite ballot measures
- Assist the city with the design of a public education process to inform voters about proposed charter changes

The City of St. Augustine Beach will be responsible for:

- Providing appropriate public notice, space, and administrative support/meeting notes for all Advisory Committee Meetings and public hearings
- Providing legal counsel to advise the Advisory Committee and assisting drafting appropriate language for charter revisions and ballot measures.
- Purchasing appropriate publications and reproducing materials as needed. A final summary report to the St. Augustine Beach City Commission Will be submitted upon conclusion

General Budget

For this project, Local Government Visions will submit a more detailed project budget once the project and meeting scope is finalized in cooperation with the City of St. Augustine Beach. Consulting Rates are all inclusive of LG Visions services and are as follows:

1. Principal Project Manager \$110.00/hr
2. Project Specialist \$110.00/hr

Hours estimated between 25 hours to 30 total project team hours for a total project cost of approximately \$5,500.00 - \$6,600.00 with anticipated time usage as follows*:

- Initial project startup meeting(s), issue identification and staff discussions 2.5 to 3.0 hours
- 10 community meetings at 2 hours each – 20 total hours
- Project research and wrap up work 4-7 hours

***NOTE:** LGV staff has estimated the professional service hours for this project based on the proposed scope of work. If LG Vision project hours exceed the estimate by 15% or more (or 4.5 hours). The city will compensate LG Visions for the additional hours based on the proposed rate. Billing for SOW will occur every 30 days during the work performance period.

Outside Legal Consulting

At the city's discretion, LG Visions has partnered with the Pittman Law Group (PLG) and can provide third party legal services at a rate of \$275.00 per hour. Based in Tallahassee, Florida the (PLG) specializes in administrative law, government law, and governmental relations.