



AGENDA

**REGULAR CITY COMMISSION MEETING
MONDAY, NOVEMBER 13, 2023, AT 6:00 P.M.**

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

NOTICE TO THE PUBLIC

THE CITY COMMISSION HAS ADOPTED THE FOLLOWING PROCEDURE: PERSONS WISHING TO SPEAK ABOUT TOPICS THAT ARE ON THE AGENDA MUST FILL OUT A SPEAKER CARD IN ADVANCE AND GIVE IT TO THE RECORDING SECRETARY. THE CARDS ARE AVAILABLE AT THE BACK OF THE MEETING ROOM. THIS PROCEDURE DOES NOT APPLY TO PERSONS WHO WANT TO SPEAK TO THE COMMISSION UNDER "PUBLIC COMMENTS."

RULES OF CIVILITY FOR PUBLIC PARTICIPATION

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

"Politeness costs so little." – ABRAHAM LINCOLN

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF MINUTES OF THE COMMISSION BUDGET MEETING ON SEPTEMBER 25, 2023, AND THE REGULAR COMMISSION MEETING ON OCTOBER 2, 2023
- V. ADDITIONS OR DELETIONS OF THE AGENDA
- VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA
- VII. PRESENTATIONS
 - A. Anastasia Island Environmental Stewardship Awards (Presenter: Ms. Sandra Krempasky, Chair, Sustainability and Environmental Planning Advisory Committee)
 - 1) Individual Business Award: Mr. Thomas Davis
 - 2) Group Business Award: Panache Salon and Spa

- 3) Individual Non-Profit Award: Ms. Nana Royer
 - 4) Group Non-Profit Award: Anastasia Island Branch Library
 - 5) Environmental Landscaping Recognition Awards: D Street Residents Damion LaPier and Stephanie Hagopian; Whispering Oaks Circle Residents Jennifer John and Jack Wilson
- B. Joining St. Augustine's Glass Recycling Program (Presenter: Mr. Todd Grant, St. Augustine Public Works Director)

VIII. PUBLIC COMMENTS

IX. COMMISSIONER COMMENTS

X. PUBLIC HEARINGS

1. Ordinance 23-09, Third Public Hearing and Final Reading, to Amend Sections 6.01.05 of the Land Development Regulations to Include Drainage Requirements for New Development (Presenter: Jennifer Thompson, City Planner)

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)

2. Budget Resolutions:

- A. 23-16, to Amend the Fiscal Year 2024 General Fund Budget to Appropriate \$10,000 for Charter Review Committee Facilitator
- B. 23-17, to Amend the Fiscal Year 24 American Rescue Plan Act Budget to Purchase a Pump and Trailer for Emergency Flooding

3. Approval of Contract with City Manager

XII. OLD BUSINESS

XIII. NEW BUSINESS

4. Sustainability and Environmental Planning Advisory Committee: Request to Reduce Number of Regular Members from Seven to Five (Presenter: Ms. Sandra Krempasky, Committee Chair)

XIV. STAFF COMMENTS

XV. ADJOURNMENT

NOTICES TO THE PUBLIC

1. **CHARTER REVIEW COMMITTEE.** It will hold its monthly meeting on Wednesday, November 8, 2023, at 6:00 p.m. in the Commission meeting room at City Hall.
2. **SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE.** It will hold its monthly meeting on Thursday, November 9, 2023, at 6:00 p.m. in the Commission meeting room at City Hall.

3. **CITY HOLIDAY.** It will be Friday, November 10, 2023, which the City will observe as the Veterans Day holiday. CITY OFFICES CLOSED. Friday's household waste pickup will be done on Monday, November 13th, along with Monday's pickup.
4. **COMPREHENSIVE PLANNING AND ZONING BOARD.** As there are no topics for its agenda, it will not meet in November.
5. **CITY HOLIDAYS.** They are Thanksgiving Day, Thursday, November 23rd and the Friday after Thanksgiving, November 24th. CITY OFFICES CLOSED. Thursday's household waste pickup will be done on Friday, November 24th, along with Friday's pickup.

NOTE:

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

NOTICES: In accordance with Florida Statute 286.0105: "If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities act, persons needing a special accommodation to participate in this proceeding should contact the City Manager's Office not later than seven days prior to the proceeding at the address provided, or telephone 904-471-2122, or email sabadmin@cityofsab.org.



MINUTES

SPECIAL CITY COMMISSION MEETING

MONDAY, SEPTEMBER 25, 2023, AT 5:01 P.M.

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

I. CALL TO ORDER

Mayor Samora called the meeting to order at 5:01 p.m.

II. PLEDGE OF ALLEGIANCE

The Commission recited the Pledge of Allegiance.

III. ROLL CALL

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

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

IV. ADOPTION OF FISCAL YEAR 2024 BUDGET

- A. Ordinance 23-06, Final Reading, to Adopt Operating and Debt Millage (Presenter: Patricia Douylliez, Finance Director)

Finance Director Douylliez presented a PowerPoint [Exhibit A]. She said that she is required to state the rollback millage, which is 2.2386. The proposed millage is 2.50 which was initially approved on September 11, 2023, and in addition to that we also have the debt service millage rate of 0.30. She said that the total millage for FY 2023 was 2.95 vs. FY 2024's proposed budget operating millage of 2.50 and a debt service millage of 0.30 for a total millage of 2.80.

Mayor Samora said that the Commission went through this pretty well at the last meeting and that we cut some money out of the budget for the Police bodycams because we felt as if we could get some grant money to cover the cost. He advised that the overall millage would be about a five percent decrease.

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

Motion: To approve Ordinance 23-06 at a millage rate of 2.50 and a debt millage rate of 0.30.
Moved by Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny.

City Attorney Douglas read Ordinance 23-06.

Commissioner George Yes

Commissioner Sweeny Yes

Commissioner Morgan	Yes
Vice Mayor Rumrell	Yes
Mayor Samora	Yes

Motion passed unanimously at 5:07 p.m.

Mayor Samora moved on to Item IV.B.

- B. Ordinance 23-07, Final Reading, to Adopt FY 2024 Budget (Presenter: Patricia Douylliez, Finance Director)

Mayor Samora asked for any further Commissioner discussion on the budget. There was none.

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

Motion: To approve Ordinance 23-07. **Moved by** Commissioner George, **Seconded by** Vice Mayor Rumrell.

City Attorney Douglas read Ordinance 23-07.

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

Motion passed unanimously at 5:09 p.m.

Mayor Samora moved on to Item V.

V. 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 5:10 p.m.

Donald Samora, Mayor

ATTEST:

Dariana Fitzgerald, City Clerk



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/Formal 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 too 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 he 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, permittable, 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 Michler 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 20, 2023

SUBJECT: Presentations

A. Anastasia Island Environmental Stewardship Awards (Presenter: Ms. Sandra Krempasy, Chair, Sustainability and Environmental Planning Advisory Committee)

1) Individual Business Award: Mr. Thomas Davis

2) Group Business Award: Panache Salon and Spa

3) Individual Non-Profit Award; Ms. Nana Royer

4) Group Non-Profit Award: Anastasia Island Branch Library

5) Environmental Landscaping Recognition Awards: D Street Residents Damion LaPier and Stephanie Hagopian; Whispering Oaks Circle Residents Jennifer John and Jack Wilson

B. Joining St. Augustine's Glass Recycling Program (Presenter: Mr. Todd Grant, St. Augustine Public Works Director).

ITEM A. AWARDS

Attached as page 1 is the list of awardees. Ms. Krempasky will be at your meeting to present the awards.

ITEM B. GLASS RECYCLING

Our City will join St. Augustine's glass recycling program. Attached as pages 2-5 is information about it. St. Augustine has generously offered to provide a dumpster. It will be located in the south parking lot of City Hall, south of the building that houses the City's IT staff. Mr. Todd

MEMORANDUM

Grant, St. Augustine's Public Works Director, will be at your meeting to highlight the glass recycling program. Ms. Melinda Conlon, our City's Communication and Events Coordinator, will provide information to the public about it.

Max Royle

From: Sandra Krempasky <sandra.krempasky@gmail.com>
Sent: Friday, October 13, 2023 10:52 AM
To: Max Royle; Dariana Fitzgerald
Subject: AIESA Presentation at November 13 Commission Meeting

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.

Mr. Royle:

The awards are to be presented to:

Thomas Davis Individual Business Award Winner nominated by D
Street residents, Damion LaPier and Stephanie
Hagopian

Panache Salon and Spa Group Business Award Winner nominated
by Matanzas Riverkeeper, Jen Lomberg

Nana Royer Individual Non-Profit Award Winner nominated by
SEPAC Vice Chair, Lana Bandy

Anastasia Island Branch Library Group Non-Profit Award
Winner nominated by SEPAC Vice Chair
Lana Bandy

We would also like to present to the Commission the environmental landscaping recognition
awardees:

D Street residents, Damion LaPier and Stephanie Hagopian
Whispering Oaks Circle residents, John, Jennifer and Jack Wilson

Let me know if you need more information. Thank you.

Sandra

Max Royle

From: Olivia Smith <osmith@citystaug.com>
Sent: Wednesday, October 18, 2023 4:11 PM
To: Melinda Conlon; Ken Gatchell; Todd Grant
Cc: Russell Adams; April Haskins; Max Royle
Subject: RE: Glass Rec.
Attachments: Image.jpeg; DRAFT v2 RecycleRight 8.5 X 11 (3).png

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

Good afternoon –

I'm pleased to hear this partnership is coming to fruition!

Solid Waste is in the processing of painting and decaling more dumpsters. Your location should be ready within the next two weeks. We can plan to deliver it the same week as your next council meeting, if the timing is sufficient for your team?

I've attached our outreach flyers for educational purposes. This can be used on your website and other socials to represent the new program and best practices.

Once the container is in place, we'll do weekly site checks to monitor volumes and combat contamination issues. This will also provide an indication of program participation so we can route the service accordingly.

I'm here to support any questions and concerns that tend to arise during the beginning stages of the program. Look forward to working together within our communities for this new diversion program!

Here's a quick bullet point of dos and don'ts as you begin your community outreach education. I've also attached a photo of what the container & decals will look like.

What glass **IS** acceptable?

packaging food
beverages
hot sauces
spices
syrups
baby foods
perfume bottles
cosmetic jars
mason jars

Remove metal and plastic lids and caps. Remember to rinse.

What glass is NOT?

Dishware, Crystal and stemware, and all drinkware
Figurines of glass, ceramic, and porcelain
Automotive windows, mirrors
Picture frames
Tabletops
Mirrors
Computer Monitors and screens of any type.
Magnifying glass, eyewear
Marbles
Light bulbs



Olivia Smith
Solid Waste and Sanitation Manager
(o) 904-825-1049
(c) 904-814-3150
osmith@citystaug.com
recycle@citystaug.com
solidwaste@citystaug.com

"A sustainable world means working together to create prosperity for all"
Jacqueline Novogratz



Please Note: Florida has a very broad Public Records Law.
Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request.
If your email communication is related to official government business, it may therefore be subject to public disclosure.

From: Melinda Conlon <eventspio@cityofsab.org>
Sent: Wednesday, October 18, 2023 10:54 AM
To: Ken Gatchell <kgatchell@cityofsab.org>; Todd Grant <tgrant@citystaug.com>
Cc: Russell Adams <radams@cityofsab.org>; April Haskins <ayhaskins@cityofsab.org>; Olivia Smith <osmith@citystaug.com>; Max Royle <mroyle@cityofsab.org>
Subject: RE: Glass Rec.

Caution: This email originated from outside of the organization. Do not click links, open attachments or respond unless you recognize the sender and know the content is safe. When in doubt, contact IT.

Recycle Right: A best practice guide to glass recycling

YES

- **Food & Beverage Grade Only**
- **Empty & Rinse**
- **Remove Lid**



Clear & Colored Bottles



Wine, Beer, & Liquor Bottles



Soft Drink, Juice, & Milk Bottles



Mason Jars



Food & Condiment Jars: Baby Food, Sauce, Spice, Syrup

NO



Dishware, Ceramic, & Porcelain Figurines



Crystal & Stemware, drinkware



Automotive and Plate Glass, Picture Frames, & Tabletops



Monitors & Screens



Magnifying Glass, Eyewear, & Marbles



Light Bulbs

CITY OF ST. AUGUSTINE

SOLID WASTE

GLASS ONLY

Recycle Right: A best practice guide to glass recycling

YES		NO	
 Food & Beverage Containers Only	 Empty & Rinse	 Remove Lid	 Clear & Colored Bottles
 Wine, Beer & Liqueur Bottles	 Soft Drink, Juice, & Milk Bottles	 Food & Condiment Jars: Baby Food, Sauce, Spice, Syrup	 Mason Jars
 Dishware, Ceramic & Porcelain Floor Tiles	 Crystal & Fineware, Drinkware	 Automotive and Plastic Glass, Picture Frames, & Tabletops	 Monitors & Screens
 Magnifying Glass, Eyeglass, & Marbles	 Light Bulbs		

504.825.0469 | RecycleRightStAug.com



ADANGER
No open flames or heat sources near this equipment.



PELIGRO
No climbing on this equipment.



ADVERTENCIA
No dejar objetos caer desde esta altura.




FALLING HAZARD
Caution: Falling objects may be hazardous.



WASTEQUIP

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: October 16, 2023

SUBJECT: Ordinance 23-09, Third Public Hearing and Final Reading, to Amend Section 6.01.05 of the Land Development Regulations to include Drainage Requirements for New Development.

You reviewed this Ordinance at your October 2nd meeting when Commissioner George said that the part of the Ordinance that amended 6.01.04 to allow parapet walls to exceed the 35-foot height limit would conflict with the height restriction in the City Charter. Accordingly, the Ordinance was changed to delete the change to Section 6.01.04.

Attached for your review is the following:

- a. Pages 1-2, the minutes of that part of your October 2nd meeting when you discussed Ordinance 23-09.
- b. Page 3, a memo from the City Planner, Ms. Thompson, in which she explains the change to Ordinance 23-09.
- c. Pages 4-7, the redrafted version of Ordinance 23-09.

ACTION REQUESTED

It is that you hold the public hearing and then approve Ordinance 23-09 on its third and final reading.

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.

Excerpt from October 2, 2023, regular Commission meeting minutes

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 overwrite 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 on 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.



City of St. Augustine Beach Building and Zoning Department

To: Max Royle, City Manager
From: Jennifer Thompson, Planner
CC: Brian Law, Director of Building & Zoning, Bonnie Miller, Senior Planner
Date: 09/20/2023
Re: Proposed Code Changes Sections 6.01.04 & 6.01.05

Section 6.01.04 b. of the City's Land Development Regulations currently allows for specific architectural features on buildings to exceed 10 feet above the building height limit of 35 feet. The new proposed code change would alter the code to allow parapet walls to exceed 35 feet only for commercial occupancies not including transient rentals and no longer allow residential uses to have a parapet wall extending to 45 feet maximum.

Section 6.01.05 is a new proposed section, which includes drainage requirements for new development which may include gutters, retaining walls, underdrains, swales, or any other methods deemed necessary by the Building Official or designee.

At the Comprehensive Planning and Zoning Board meeting on September 19th, 2023, the board voted to approve these changes 6-1 by a voice vote.

To: Max Royle, City Manager
From: Jennifer Thompson, Planner
CC: Brian Law, Director of Building & Zoning, Bonnie Miller, Senior Planner
Date: 10/04/2023
Re: Proposed Code Changes Sections 6.01.04 & 6.01.05

At the Commission meeting on 10/02/2023, Commissioner George stated that section 6.01.04 b is included in the City's Charter Laws. According to the City Attorney, Jeremiah Blocker, the City Charter is the controlling law on this matter, and therefore, we cannot change Section 6.01.04 b, without changing the City Charter Law first.

The Charter Committee will meet for the first time November 8, 2023, for a series of 6 meetings. If the Commission would like the Planning and Zoning Division to propose a change to the Charter Laws regarding Section 6.01.04 b, we can do so with the changes proposed at the Commission meeting on 10/02/2023.

The attached draft Ordinance 2023-09 has been changed to remove changes to section 6.01.04 b. and now only includes the new Section 6.01.05.

Sincerely,

Jennifer Thompson, MPA, CFM

Planner

Planning and Zoning Division

ORDINANCE NO: 23-09

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, RELATING TODRAINAGE REQUIREMENTS FOR NEW DEVELOPMENT; AMENDING THE CODE OF THE CITY OF ST. AUGUSTINE BEACH, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS, TO AMEND, REVISE AND RESTATE THE SECTIONS 6-01 OF THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WITNESSETH:

WHEREAS, § 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, the City Commission for the City of St. Augustine Beach finds that it is in the best interest of public health, safety, and general welfare that the following amendments be adopted consistent with the requirements of Section 166.021 (4), Florida Statutes.

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

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

SECTION 2. Amend Chapter 6, Section 6.01.05 of the Code of the City of St. Augustine Beach be, and the same is, hereby amended, revised and restated to read:

Sec. 6.01.05. Drainage Requirements for New Development

A. The Director of Building and Zoning or designee may require construction of retaining walls, roof gutters, underdrains, swales, or any other method deemed necessary to provide adequate drainage on all buildings.

13. Roof gutters are required for 2 story or greater residential buildings as deemed necessary by the Building and Zoning Department.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 4. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Saint Augustine Beach, Florida this ____ day of _____, 2023.

MAYOR

ATTEST:

CITY CLERK

EXAMINED AND APPROVED by me this ____ day of _____, 2023.

MAYOR


Published in the _____ on the _____ day of _____,
2023. Posted on www.stjggbgk.com on the _____ day of _____, 2023.

Formatted: Font: (Default) Times New Roman, Bold

DRAFT

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: October 20, 2023

SUBJECT: Budget Resolution 23-16 and 23-17

ITEM A. BUDGET RESOLUTION 23-16

Budget Resolution 23-16 transfers \$10,000 from the General Fund's Emergencies/Contingencies account to pay for the services of the Charter Review Committee facilitator. It is attached as page 1.

Also, attached pages 2-3 is the letter of engagement with the facilitator, Dr. Georgette Dumont. You'll note that the cost of her services is \$7,965.50. The Budget Resolution appropriates additional money in case there are unforeseen circumstances that require additional time by Dr. Dumont.

ITEM B. BUDGET RESOLUTION 23-17

Attached as pages 4-8 is a memo from the Finance Director and the Budget Resolution, which will appropriate \$76,624 from American Rescue Plan Act money for the purchase of trailer-mounted pump and hose. This equipment is needed to provide relief from flooding after a heavy rain storm.

BUDGET RESOLUTION 23-16

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

**RE: TO AMEND THE FY2024
GENERAL FUND BUDGET**

The City Commission does hereby approve the transfer and appropriation from within the Fiscal Year 2023-2024 General Fund Budget as follows:

DECREASE: Account 001-8100-581-9120 (Emergencies & Contingencies) in the amount of \$10,000 which will decrease the appropriation in this account to \$50,312.

INCREASE: Account 001-1100-511-3400 (Legislative-Other Contractual Services) in the amount of \$10,000 which will increase the appropriation in this account to \$12,850.

RESOLVED AND DONE, this 13th day of November 2023 by the City Commission of the City of St Augustine Beach, St. Johns County, Florida.

Mayor – Commissioner

ATTEST:

City Manager



October 3, 2023

Dear Mr. Royle,

Thank you for your time today. Per our conversation, we agreed on the details of what each party will be obligated to do for the City of St. Augustine Beach's 2023/24 Charter Review.

Dr. Dumont

Dr. Dumont will facilitate five (3) three-hour meetings of the Charter Review Committee. She will be reimbursed on an hourly rate and travel expenses will follow the 2023 Federal Reimbursement rate (see Table 1 below). Given the amount of city staff support offered, the hours for any preparation needed for the facilitations will most likely be less. However, the amount submitted does allow for any unforeseen issues or circumstances. Regardless, even if more hours or travel are required to complete this project, the total amount will not exceed the original higher quoted limit of \$10,000.

Table 1: Cost Breakdown

	Rate	Anticipated	Actual	Total
Hourly - facilitation (in group)	\$250	15		\$3750.00
Hourly - Prep (will most likely be less)	\$250	8		\$2000.00
Travel pay (5 round trips)	\$200	10		\$2000.00
Travel exp (federal reimbursement rate)	\$0.655	329		\$215.50
				\$7965.50

*Calculation based on five meetings

City of St. Augustine Beach

The City of St. Augustine Beach will provide the meeting location, support staff, audio/visual equipment, and any needed copying, emailing, and notifications pertaining to the Charter Review Commission. The City Clerk will be present at each meeting to take minutes.

Meeting Details

The Charter Review Committee will meet from 6:00 pm - 9:00 pm on the following dates at St. Augustine Beach City Hall:

November 8, 2023
December 13, 2023
January 10, 2024
February 14, 2024
March 13, 2024

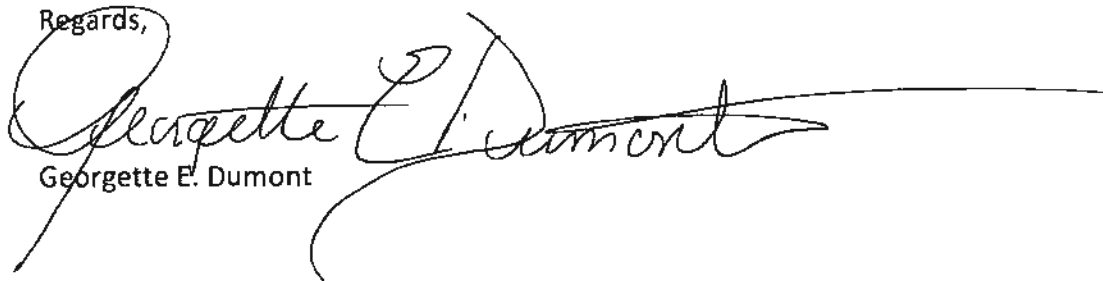
Dr. Dumont and Mr. Royle will work together to develop each meeting's agenda. The first meeting will include an overview of the process, the importance of the City Charter, and each member's role in its review before starting the review of the charter.

The plan is to break down the charter to review it in small pieces each meeting. The beginning of each meeting will be to solidify the decisions of the previous meeting (which all members will receive one week prior to the meeting) before delving into the new charter sections scheduled for that meeting. The bulk of the final meeting will be to tie up any loose ends and conduct a final vote on what the Charter Commission will recommend to the City Commission.

As noted in my original email, the cost of this project is below the upper end of my quote, and it still may be less. Once the project is complete, I will provide a detailed invoice of the dates when I spent time working on this project.

I am looking forward to getting started on this project with the City of St. Augustine Beach to make sure it is prepared for the next decade.

Regards,

A handwritten signature in cursive script that reads "Georgette E. Dumont". The signature is written in black ink and is positioned to the right of the printed name. A horizontal line extends from the end of the signature across the page.

Georgette E. Dumont

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTION 23-17
DATE: 10/13/2023

The above referenced budget resolution is requested for the purchase of a trailer mounted pump for use by the Public Works Department during times of flooding within the city. During weather events, it is crucial that the city can deploy a pump to aid in reducing the flood waters throughout the city. The city has had to rent pumps in the past, however, during events such as hurricanes, pump availability is limited.

A review of the ARPA funds account reflects that the city has accumulated more than \$56,000 in interest revenue and continues to receive approximately \$3,000 monthly. I propose that these funds be used to purchase a pump and hoses that can be readily available when needed.

If there are any questions, please let me know.

BUDGET RESOLUTION 23-17

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

**RE: TO AMEND THE FY2024
ARPA FUND BUDGET**

The City Commission does hereby approve the transfer and appropriation from within the Fiscal Year 2023-2024 General Fund Budget as follows:

INCREASE: Account 320-284-0000 (Fund Balance ARPA) in the amount of \$76,624 which will decrease the appropriation in this account to \$76,624.

INCREASE: Account 320-4100-541-6490 (ARPA-R&B Other Equipment) in the amount of \$76,624 which will increase the appropriation in this account to \$76,624.

RESOLVED AND DONE, this 13th day of November 2023 by the City Commission of the City of St Augustine Beach, St. Johns County, Florida.

Mayor – Commissioner

ATTEST:

City Manager



Municipal Sales
4620 City Center Dr., Port Orange, FL, USA 32119
(800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

September 22, 2023

Quote # FL-BL-23109

City of St. Augustine Beach
2200 S.R. A1A so.
St. Augustine Beach, FL 32080

PH: (904) 471-1119
CELL: (904) 669-4347
E: kgatchell@cityofsab.org

RE: FY 2023-2025 6" Trailer Mounted Solids Handling Sound Attenuated Vacuum-Assisted Pump

Mr. Ken Gatchell,

Thank you for your interest in Thompson Pump & Manufacturing and the products and the services that we provide. We understand that this pump will be utilized by the City of St. Augustine Beach for emergency lift station backup & general de-watering operations.

Per your request, we are providing 2023-2025 Florida Sheriffs Association Contract Package Item # 317 pricing for (1) Thompson Pump Model **6JSVEE-DIST-4LE2T-MC**, 6" trailer mounted, solids handling, diesel powered, vacuum-assisted by-pass pump with standard on/off control panel. The net price is derived from our 2023 Florida Sheriffs Association Contract Bid Award #FSA23-EQU21.0-Heavy Trucks & Other Equipment. This Florida based government contract enables the City of St. Augustine Beach to avoid the hassle and expense of purchasing this pump through the public bid process. You can order this unit by simply putting our FSA bid award number on your purchase order. Our FSA contract number is: FSA23-EQU21.0, Item # 317.

Should you require further information or have any questions, please contact me at 386-212-6999 or blee@thompsonpump.com.

Sincerely,

Brian Lee | Thompson Pump & Manufacturing Co., Inc
Municipal Sales - Cell: (386) 212-6999
Email: blee@thompsonpump.com.



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA23-EQU21.0 / Item # 317

Description	Order Codes	Qty	FSA	Subtotal
6JSC	Vehicle			
Zone:	Central			
Base Price:		1	\$ 45,947.00	\$ 45,947.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24-month warranty				
Delete Options:				
<< Downgrade pump from 6JSC to 6JSC-9.5	6JSC-9.5	1	(\$ 2,642.00)	(\$ 2,642.00)
Add Options:				
<< ADD OPTION, Upgrade pump from 6JSC to 4JSC-FT4/6JSC-FT4-9.5 with Silent Knight enclosure	4/6- SK	1	\$ 13,061.00	\$ 13,061.00
<< ADD Option- (1) 6" x 50' R- Layflat Discharge Hose, C-BxS	6x50 Discharge Hose	20	\$ 474.00	\$ 9,480.00
<< ADD Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	6x20 Suction Hose	6	\$ 707.00	\$ 4,242.00
<< ADD Option- Upgrade pump with OVT® priming system	OVT	1	\$ 4,350.00	\$ 4,350.00
Non-Scheduled Options:				
<< ADD Option- 6" to 4" Reducer	N/A	1	\$ 169.00	\$ 169.00
<< ADD Option- 6" HDPE Floating T	N/A	1	\$ 2,017.00	\$ 2,017.00
Final Model: 6JSVEE-DIST-4LE2T-MC				\$ 76,624.00

*** Terms & Conditions ***

- DELIVERY FREIGHT: INCLUDED
- FOB: DESTINATION
- TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
- DELIVERY: 40-42 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
- PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
- NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

ARPA - Monthly Interest

21-Nov	\$110.53
21-Dec	\$74.49
22-Jan	\$74.50
22-Feb	\$67.29
22-Mar	\$74.50
22-Apr	\$69.70
22-May	\$76.91
22-Jun	\$85.32
22-Jul	\$453.14
22-Aug	\$797.89
22-Sep	\$1,050.03


22-Oct	\$2,612.15
22-Nov	\$3,420.22
22-Dec	\$4,006.72
23-Jan	\$4,693.92
23-Feb	\$4,385.28
23-Mar	\$5,001.90
23-Apr	\$4,853.68
23-May	\$5,729.97
23-Jun	\$5,218.07
23-Jul	\$5,401.02
23-Aug	\$5,268.92
23-Sep	\$3,019.11

\$56,545.26

MEMORANDUM

Agenda Item # 3
Meeting Date 11-13-23

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

FROM: Max Royle, City Manager  mk

DATE: November 1, 2023

SUBJECT: Approval of Contract with City Manager

INTRODUCTION

You discussed the proposed contract in detail at your October 2nd meeting. The result of the discussion was that the City Attorney, Mr. Blocker, prepared a new draft that included the changes you had discussed. The City Manager's attorney then reviewed that draft and Mr. Blocker did a final review, found the contract satisfactory and recommended that it be put on the Consent Agenda for your November 13th meeting.

Attached for your review is the following:

- Page 1-7, the minutes of that part of the October 2nd when you discussed the contract.
- Pages 8-15, the draft of the contract that is the result of the discussion.

ACTION REQUESTED

If this latest draft of the contract meets with your approval, we ask that you approve it.

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 215.42S 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.

Excerpt from October 2, 2023, regular Commission meeting minutes

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 or if they retire, they could pay in full to continue their benefits. She said that the FRS 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 he 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

Excerpt from October 2, 2023, regular Commission meeting minutes

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.

Excerpt from October 2, 2023, regular Commission meeting minutes

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.

EMPLOYMENT AGREEMENT **(CITY MANAGER)**

THIS AGREEMENT, made and entered into this ____ day of ____ 2023 by and between the **CITY OF ST. AUGUSTINE BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City" or "Employer", and **MAX ROYLE** hereinafter referred to as "City Manager" or "Employee".

WITNESSETH:

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

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

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

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

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

SECTION 1. DUTIES.

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

SECTION 2. TERM

The term of this Agreement shall be for a period of thirty (30) months from January 1, 2024 to July 1, 2026 ("Term"). If needed, by mutual agreement of the parties, the Term of the Agreement may be extended to allow time for the City to engage a permanent City Manager replacement. The City Commission may start the transition and search process for a permanent replacement any time after July 1, 2025.

SECTION 3. TERMINABLE AT WILL.

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

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

SECTION 4. TERMINATION FOR CAUSE AND RESIGNATION.

A. Termination For Cause. If Employee is terminated "for cause" defined as: (1) conviction of a felony or a crime involving dishonesty or fraud, or (2) willful and intentional violation of the City Charter, City Ordinances, written City policies, or FSS Section 443.036(30), Employer shall have no obligation to pay any severance.

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

C. Employee Resignation. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer six months' notice in advance, unless Employer otherwise agrees. If Employee voluntarily resigns his position, Employee is not entitled to any severance or any other benefits, except accrued benefits as would be allowed to any other employee voluntarily leaving employment.

D. Employee Retirement. In the event Employee retires his position with Employer, then Employee shall give six months' notice in advance. Under this scenario, Employee is entitled to all accrued benefits as would be allowed to any other employee retiring from City employment.

SECTION 5. SALARY AND RETIREMENT.

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

SECTION 6. PERFORMANCE EVALUATION.

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

SECTION 7. MANAGERIAL DUTIES.

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

SECTION 8. OUTSIDE EMPLOYMENT.

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

SECTION 9. AUTOMOBILE.

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$1,000 per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the applicable IRS standard mileage rate for any business use of the vehicle beyond St. Johns County, Florida.

SECTION 10. VACATION AND SICK LEAVE.

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

SECTION 11. HEALTH AND LIFE INSURANCE.

A. Employee's Health Insurance will be in accordance with the City's Personnel Policies and Procedures Manual. All Health Insurance options will follow the standard offered to all full-time employees of the City.

B. Employee's Life Insurance benefits will be in accordance with the City's Personnel Policies and Procedures Manual. All Life Insurance options will follow the standard offered to all full-time employees of the City.

SECTION 12. DUES AND SUBSCRIPTIONS.

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

SECTION 13. PROFESSIONAL DEVELOPMENT.

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

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

SECTION 14. EXPENSES.

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

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

SECTION 15. INDEMNIFICATION.

The City shall defend and indemnify the City Manager up to the statutory limits set forth in F.S. 768.28 against any civil action arising from their professional responsibilities and duties.

The Employer shall, up to the amounts set forth in Section 768.28, Florida Statutes, indemnify and hold the Employee harmless from and against any legal action arising from their professional responsibilities and duties.

SECTION 16. BONDING.

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

SECTION 17. RESIDENCY.

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

SECTION 18. STRICT ADHERENCE TO CHARTER AND LAWS.

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

SECTION 19. RESPONSIVENESS TO CITY COMMISSION AND PUBLIC.

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

SECTION 20. CODE OF CONDUCT.

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

SECTION 21. GENERAL PROVISIONS.

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

SECTION 22. NO REDUCTION OF BENEFITS.

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

SECTION 23. NOTICES.

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

A. Employer: Mayor
 CITY OF ST.
 AUGUSTINE BEACH
 2200 A1a South
 St. Augustine Beach, FL 32080

(with a copy to: City Attorney)
Jeremiah R. Blocker
100 Southpark Boulevard,
Suite 414
St. Augustine, FL 32086

B. Employee: Max Royle
 2200 A1a South
 St. Augustine Beach, FL 32080

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

SECTION 24. VENUE.

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

SECTION 25. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

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

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

EMPLOYEE:

CITY OF ST. AUGUSTINE BEACH

By: _____
Max Royle

By: _____
Donald Samora, Mayor

ATTEST:


By: _____
Darianna Fitzgerald, City Clerk

APPROVED AS TO FORM

By: _____
Jeremiah R. Blocker, City Attorney

MEMORANDUM

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

FROM: Max Royle, City Manager  mk

DATE: October 23, 2023

SUBJECT: Sustainability and Environmental Planning Advisory Committee: Request to Reduce Number of Members from Seven to Five

BACKGROUND

SEPAC grew from the Beautification Advisory Committee, the forming of which the Commission authorized in February 1997, after the widening of A1A Beach Boulevard was completed. The BAC's primary purpose was to develop a five-year beautification plan for the Boulevard. Though the original resolution creating the Committee said it was to have five members, the Commission appointed six in 1997, as that was the number of residents who had applied to serve on it. In February 2000, the Commission approved adding a seventh member and in January 2003 created the position of alternate. Changes afterwards were:

- November 2006, the Committee's name was changed to Tree Board.
- April 2012, the Commission authorized a second alternate's position.
- June 2019, the Board's name was changed to the Sustainability and Environmental Planning Advisory Committee.

THE PROBLEMS

There are two: First, finding residents willing to serve on the Committee, either as one of the seven regular members or as one of the two alternates; second, having members attend SEPAC's meetings to make a quorum, which would be four out of seven members. At this time, SEPAC has only five members and no alternates. Some of SEPAC's meetings in 2023 have had to be cancelled because they lacked a quorum.

MEMORANDUM

THE PROPOSAL

Attached is an email from SEPAC's Chair, Ms. Sandra Krempasky, in which she proposes that the number of regular members be reduced to five with two alternates. A quorum for a meeting would thus be three members. She'll be at your meeting to discuss her proposal.

ACTION REQUESTED

If you agree with Ms. Krempasky's proposal, then a resolution will be prepared for your December 4th meeting.

We suggest that the current five residents be the Committee's five regular members.

Date: October 17, 2023

To: Max Royle, City Manager, City of St. Augustine Beach

From: Sandra Krempasky, SEPAC Chair

Re: Proposal Request to Reduce the Membership of the Sustainability and Environmental Planning Advisory Committee (SEPAC)

At our October 12 meeting, SEPAC approved a proposal to reduce our membership from seven members and two alternates to five members and two alternates. I was asked to present this proposal to the Commission.

With the current required number of committee members, we need four members to be present to have a quorum. We currently only have five members. That means if two of us can't be in attendance, we can't hold the meeting. While we've been pretty successful at having at least four members in attendance, there have been occasions when a member did not show at the last minute, had to be out of town on business or was ill.

In FY 2023 with this limited membership and Commission cooperation and that of Public Works, we:

Installed an eco-garden at 8th and A1A Beach Blvd

Installed a wildflower/pollinator garden on Mickler Ave (a project initially requested by Public Works)

Planted three new palms along the Avenue of Palms

Contributed to the Vision Plan

Selected the 2023 Anastasia Island Environmental Stewardship Award winners

Presented films/speakers in our educational series in partnership with the Anastasia Island Branch Library

Created the Environmentally Friendly Landscaping Recognition Program

Funded and participated in Arbor Day at the Pier

I look forward to your response regarding the presentation of this proposal to the Commission.

Thank you.

**BOARD AND DEPARTMENTAL REPORT FOR CITY COMMISSION MEETING
NOVEMBER 13, 2023**

CODE ENFORCEMENT/BUILDING/ZONING

Please see pages 1-3

COMPREHENSIVE PLANNING AND ZONING BOARD

Due to lack of topics for its agenda, the Board did not meet in October and will not meet in November. Its next scheduled meeting will be held on Tuesday, December 19th.

SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE

The Committee did not meet in September because one member tested positive for COVID and as there were only three other members available for the meeting, it had to be cancelled because it lacked a quorum. The Committee did meet on October 12th. The minutes of that meeting are attached as pages 4-14 along with a summary of the Committee's actions at the meeting (pages 15-16).

POLICE DEPARTMENT

Please see page 17.

PUBLIC WORKS/ENGINEERING DEPARTMENT

Please see pages 28-24.

FINANCE DEPARTMENT

Please see page 25.

CITY MANAGER

1. Complaints

A. Parking

A member of the Sea Oats Villas, 2 E Street, asked that no parking signs be erected so that vehicles don't park on and break the covers of the water meters serving the building.

B. Yard Trash Dumping

A Lockhart Lane resident complained about a neighbor dumping yard trash on a drainage easement. Her complaint was forwarded to the Public Works Director.

C. Flooding, East End of Sandpiper Drive

The pump in the system that helps reduce flooding at the east end of Sandpiper Drive failed during the October 12th rainstorm, which resulted in a significant amount of water at that location. Though no homes

were threatened by the water, it did prevent residents from accessing their mailboxes and residents with low vehicles from using them. The City rented a pump and removed the water.

2. Major Projects

A. Road/Sidewalk Improvements

1) Opening 2nd Street West of 2nd Avenue

For an update, please see page 21 (attached) of the Engineering/Public Works Department Report.

2) Opening 4th Street between A1A Beach Boulevard and 2nd Avenue

No action to report.

3) Paving 13th Lane

A 12th Street resident has asked that the City pave 13th Lane, a dirt alley between A1A Beach Boulevard and the beach. City staff is checking whether the alley has been vacated and where its boundaries are, as owners of adjacent properties may have put a fence in it. If the alley can be paved, the project will be made part of the City's five-year capital improvements plan.

4) Paving West End of 7th Street

Residents have requested this project. It will be included as part of drainage improvements for the west end of 7th, 8th and 9th streets.

B. Beach Matters

1) Off-Beach Parking

At this time, the only parking project is improvements to the two parkettes on the west side of A1A Beach Boulevard between A and 1st Streets. The City Commission appropriated \$45,000 in the Fiscal Year 2022 budget for this project. The Public Works Director selected a consultant from the County's list of civil engineering consultants. The consultant, the Matthews Design Group, is now doing the design work. Money for the improved parking area will come from American Rescue Plan Act funds. At the Commission's July 11, 2022, meeting, Matthews provided an update report on the design. The Commission selected the second option: Vehicles will enter the parking area from 1st Street and exit it to the Boulevard near A Street. Design/permitting is complete; bids for construction will be advertised.

There is no discussion at this time concerning paid parking anywhere in the City.

2) Beach Restoration

The project will begin in February 2024 and be completed by the end of September 2024. Approximately 2.5 million cubic yards of sand will be put on the beach from the middle of Anastasia State Park to A Street for a cost of nearly \$34 million.

C. Parks

1) Ocean Hammock Park

This Park is located on the east side of A1A Beach Boulevard between the Bermuda Run and Sea Colony subdivisions. It was originally part of an 18-acre vacant tract. Two acres were given to the City by the original owners for conservation purposes and where the boardwalk to the beach is now located. Over 10 years, the City received a state grant and money from a bond issue to purchase the remaining 16 acres. Then the City obtained other grants to construct the boardwalk, have prefabricated restrooms brought to the Park and other improvements made.

With the completion of the restrooms, Phase 2 of the Park improvements has been done. To acknowledge this, a ribbon-cutting ceremony was held at the Park on Wednesday, October 4th, at 4 p.m.

The City Commission at its June 5, 2023, meeting directed the City Manager to ask the Florida Communities Trust, the agency that provided the original grants to purchase the property, whether it would approve deleting all or some of projects required by the park management plan. These include an observation deck, central trail, picnic pavilion, children's playscape, signage and secondary trails. In response to the Manager's letter, the Florida Communities Trust has indicated it would consider having the Park's focus changed from recreation to conservation, pending review of information that it requested the City send to it. The City has yet to receive official confirmation that the Trust has approved the request.

2) Hammock Dunes Park

This 6.1-acre park is on the west side of A1A Beach Boulevard between the shopping plaza and the Whispering Oaks subdivision. At this time, the City does not have the money to develop any trails or other amenities in the Park. Unlike Ocean Hammock Park, there is no management plan for Hammock Dunes Park. A park plan will need to be developed with the help of residents and money to make the Park accessible to the public may come from park impact fees or other sources. There are no plans for improvements to the Park because of other demands on the City's budget,

3. Finance and Budget

A. Fiscal Year 2023

Fiscal Year 2023 began on October 1, 2022, and ended on September 30, 2023. The City's auditing, James Moore and Associates, has begun work on preparing the audit.

B. Alternative Revenue Sources

In response to the City Commission's request that the administration suggest potential sources of revenue to fund City operations, the Public Works Director has proposed a stormwater utility fee. The Commission discussed this proposal at two meetings in 2021 and decided not to authorize the staff to proceed to the next step in the process to adopt the fee in the future. However, at its October 3, 2022, meeting, the Commission decided to hold a public hearing on November 14, 2022, concerning the fee, and at that meeting approved a resolution stating the City's intent to adopt a non-ad valorem assessment for a stormwater fee. The next step will be to adopt a range for the fee. The Public Works Director presented an ordinance to the Commission at its February 6th. The Commission passed the ordinance on final

reading at their March 6th meeting but did not approve a budget resolution to appropriate \$13,790 for a civil engineering consultant to digitize impervious surfaces of residences and businesses in the City for determining an equivalent residential charge. The Commission asked that City staff work on preparing the information for a residential charge. Money will be requested in the FY 24 budget for a consultant to develop a range of fees. The City advertised a Request for Qualifications to find a consultant to do the study. Only one firm, Jones Edmonds, responded by the deadline. Once City staff negotiates costs, a proposal will be presented to the City Commission.

C. Fiscal Year 2024

It will begin on October 1, 2023, and end on September 30, 2024. At a special meeting on July 31, 2023, the City Commission reviewed the proposed budget prepared by City staff, set the tentative general fund property tax millage at 2.5324 mills and the debt fund millage at 0.3000 mills. The Commission held a public hearing on the millage and budget at a special meeting on Monday, September 11, 2023, and approved a property tax of 2.5000 mills to pay for operations and 0.3000 mills for debt service. A final public hearing was held on September 25th at 5:01 p.m. and both the millage and budget ordinances were approved.

4. Miscellaneous

A. Permits for Upcoming Events

In October, the City Manager approved the following permits: a. presentation of a plaque on October 26th at the pier park pavilion to honor Ben LaMendola, a former resident, now deceased, who was very involved with promoting the City and its businesses; b. for the Creepy Beach Cleanup on October 28th; and c. to film on the beach during December 11, 12 and 13, 2023.

B. Vision Plan

At its March 6, 2023, meeting, the Commission approved the Vision Plan. At its October 2nd meeting, the Commission scheduled a workshop on November 13th at 5 p.m., to discuss amending the Plan to include Smart City concepts.

C. Former City Hall/Hotel Property

On Wednesday, March 23, 2022, the City Commission held a workshop to discuss possible uses for the former city hall, which is located on the south side of pier park. Ms. Christina Parrish Stone, Executive Director of the St. Johns Cultural Council, informed the Commission that the City had received \$500,000 historic grant to renovate windows and do other work to the building and a \$25,000 grant for interpretative signage to commemorate the wade-in that occurred during the civil rights demonstrations in the early 1960s to desegregate the beach. The outcome of the workshop was that the building would be renovated for use as an arts center with the second floor restored for artists' studios and possibly a small museum. The status of the grants to do is:

\$500,000 Division of Historical Resources, Florida Department of State: Thus far, \$110,252 has been spent on window replacement, roof repair, heating/air conditioning repair and replacement, repair of access to second floor, the balcony and exterior columns.

\$25,000, National Trust for Historic Preservation: Funds have been spent for visual displays to commemorate the efforts to desegregate the beach. Displays will be mounted to the exterior columns.

In addition, there's a \$50,000 National Park Service grant for an interactive exhibition panel that will be put in the new lobby of the building once it is finished.

In mid-June 2023, Ms. Parrish-Stone informed the City that the state had approved the construction documents for improvements to the former city hall, and that the Cultural Council's architect is finalizing the bid documents, which will then be advertised. It likely will take 30 days for the Council to receive bids, and an additional 60 days to review them and approve one. Construction will likely begin in the fall of 2023. Ms. Parrish-Stone provided a report at the Commission's October 2nd meeting.

In the meantime, the Commission at its September 11, 2023, meeting approved the state having an easement to the building. The easement will help the Cultural Council obtain a grant of up to \$750,000 for further renovations to the building.

COSAB NEW SFR CONSTRUCTION LIST

Application Id	Property Location	Permit No	Work Type	Issue Date	Certificate Type 1	Certificate Date 1	Description	User Code 1
3897	15 SABOR DE SAL RD	P2200622	SFR-D	3/7/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4186	13 13TH LN	P2200376	SFR-D	1/24/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4665	171 RIDGEWAY RD	P2200670	SFR-D	3/10/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4894	107 E ST	P2201127	SFR-D	6/7/2022	TCO	9/29/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5018	507 F ST	P2201176	SFR-D	6/15/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5256	109 8TH ST	P2200851	SFR-D	4/19/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
5269	6 15TH ST		SFR-D				NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5346	5 15TH ST	P2201519	SFR-D	9/1/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5370	9 11TH ST	P2300307	SFR-D	12/15/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5569	9 13TH ST	P2300640	SFR-D	2/22/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
5570	7 13TH ST	P2300643	SFR-D	2/22/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
5587	14 6TH ST	P2300483	SFR-D	2/2/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5592	110 7TH ST	P2201120	SFR-D	6/1/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
5644	399 OCEAN FOREST DR	P2201148	SFR-D	6/16/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5666	105 KINGS QUARRY LN	P2201335	SFR-D	7/26/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5724	254 RIDGEWAY RD	P2201288	SFR-D	7/12/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5851	12 2ND ST	P2300674	SFR-D	3/1/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5889	2 C ST	P2300588	SFR-D	2/13/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6076	16 5TH ST	P2300034	SFR-D	10/7/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6122	884 OCEAN PALM WAY	P2300322	SFR-D	12/13/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6356	1105 LAUGHING GULL LN	P2300216	SFR-D	11/16/2022			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6484	454 OCEAN FOREST DR	P2300371	SFR-D	1/3/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6548	16 LINDA MAR DR	P2300883	SFR-D	4/11/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6585	9 10TH ST	P2301090	SFR-D	5/25/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6816	372 RIDGEWAY RD	P2300781	SFR-D	3/22/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6837	113 5TH ST	P2300766	SFR-D	3/21/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
6838	117 5th st	P2300769	SFR-D	3/21/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	PP
7032	0 OCEANSIDE DR		SFR-D				NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7091	413 C ST	P2301106	SFR-D	5/26/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7129	131 15TH ST	P2301109	SFR-D	5/26/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7354	619 OLD BEACH RD	P2301329	SFR-D	7/26/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7408	6 2ND ST		SFR-D				NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7568	129 14TH ST	P2301338	SFR-D	7/21/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7674	115 D ST	P2301511	SFR-D	8/29/2023			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7781	494 PYRUS ST		SFR-D				NEW SINGLE FAMILY RESIDENCE-BUILDING	RES

Application Id Range: First to Last

Issue Date Range: First to 10/25/23

Expiration Date Range: First to 09/13/25

Applied For: N Open: Y

Application Date Range: First to 10/25/23

Use Type Range: First to Last

Hold: N

Building Code Range: BUILDING to BUILDING

Contractor Range: First to Last

Completed: N

Work Type Range: SFR-A to SFR-D

User Code Range: First to RES

Denied: N

Void: N

Customer Range: First to Last

Inc Permits With Permit No: Yes

Inc Permits With Certificate: Yes

Waived Fee Status to Include: None: Y

All: Y

User Selected: Y

COSAB COMMERCIAL CONSTRUCTION LIST

Application Id	Property Location	Permit No	Work Type	Issue Date	Certificate Type 1	Description	User Code 1
6073	301 A1A BEACH BLVD	P2300115	COM BUILD OUT	10/21/2022		COMMERCIAL BUILDING ALT. -- INTERIOR OFFICE RENOVATION & CHANGE OF USE	COM
6695	3570 A1A S	P2300551	COM REMODEL	2/10/2023		COMMERCIAL BUILDING ALT. -- RENOVATION PERMIT	COM

Application Id Range: First to Last

Issue Date Range: First to 10/25/23

Expiration Date Range: First to 09/13/25

Applied For: N Open: Y

Application Date Range: First to 10/25/23

Use Type Range: First to Last

Hold: N

Building Code Range: BUILDING to BUILDING

Contractor Range: First to Last

Completed: N

Work Type Range: CHANGE OF USE to COMMERCIAL NEW

User Code Range: First to RES

Denied: N

Void: N

Customer Range: First to Last

Inc Permits With Permit No: Yes

Inc Permits With Certificate: Yes

Waived Fee Status to Include: None: Y

All: Y

User Selected: Y

COSAB FY'24 ZONING REPORT

Application Id	Parcel Id	Property Location	Building Code	Activity Type	Inspector	Date	Status
7672	1627800000	2040 A1A S	ZONING	Z-VARIANCE	BONNIE M	10/2/2023	CANCEL
7693	1742000020	1001 A1A Beach Blvd	ZONING	Z-FINAL DEV	BONNIE M	10/2/2023	APPROVED
7845	1670700002	15-FT.WIDE ALLEY S.OF 15TH ST.	ZONING	Z-VACATE ALLEY	BONNIE M	10/6/2023	CANCEL

Application Id Range: First to Last

Range of Building Codes: ZONING to ZONING

Activity Date Range: 10/01/23 to 10/25/23 Activity Type Range: Z-APPEAL to Z-VARIANCE

Inspector Id Range: First to Last

Included Activity Types: Both

Sent Letter: Y



MINUTES

SUSTAINABILITY & ENVIRONMENTAL PLANNING ADVISORY COMMITTEE MEETING THURSDAY, OCTOBER 12, 2023, AT 6:00 P.M. CITY OF ST. AUGUSTINE BEACH, 2200 A1A South, St. Augustine Beach, FL 32080

I. CALL TO ORDER

Chair Krempasky called the meeting to order at 6:01 p.m.

II. PLEDGE OF ALLEGIANCE

The Committee recited the Pledge of Allegiance.

III. ROLL CALL

Present: Chair Sandra Krempasky, Vice Chair Lana Bandy, and Members Karen Candler and George O'Brien.

Member Craig Thomson was absent.

Also present: City Clerk Dariana Fitzgerald and Grounds Foreman Tom Large.

IV. APPROVAL OF MINUTES OF JULY 13, 2023, REGULAR MEETING

Motion: to approve the minutes of July 13, 2023. **Moved by:** Member Candler. **Seconded by:** Vice Chair Bandy. Motion passed unanimously.

V. PRESENTATION OF REPORTS:

1. Anastasia Island Environmental Stewardship Awards

Chair Krempasky noted that there were three applications in their packet and that a fourth nomination for Thomas Davis [Exhibit A] was sent to her before the deadline, but City Clerk Fitzgerald's email address was mistyped, so it didn't make it to her until later. She noted that if his nomination was included, then there would be nominees for each category. City Clerk Fitzgerald advised that she verified via timestamp that his nomination was sent to Chair Krempasky on time. Chair Krempasky said that Mr. Davis had a new business to try to help people establish native gardens on their properties. She asked if a motion would be needed or could they just have a consensus to include his nomination. City Clerk Fitzgerald advised that they could have a consensus.

It was the consensus of SEPAC to include Mr. Davis's nomination.

Chair Krempasky said that we now have someone nominated for each category and that she could order the plaques tomorrow so they would be ready in time for the presentation at the November 13th Commission meeting. Vice Chair Bandy asked if there was any discussion about the nominations or if everyone agreed that they were all worthy candidates.

Individual (Non-Profit): Nana Royer

Group (Non-Profit): Anastasia Island Branch, St. Johns County Public Library

Individual (Business): Thomas Davis

Group (Business): Panache Salon and Spa

Motion: To approve the four nominees in the nominated categories. **Moved by** Member O'Brien. **Seconded by** Chair Krempasky. Motion passed unanimously.

Chair Krempasky suggested that SEPAC should push this a little more next year and to put it in the Newsletter more often. Vice Chair Bandy said that she thought she put it on NextDoor, the Newsletter, the City's website, and sent it to some of the environmental groups. Chair Krempasky said that even though we only received four nominations, they are really good, qualified people. She said that Panache Salon and Spa really tries to take care of disposing of the chemicals that they use in a proper manner.

Chair Krempasky moved on to Item V.2.a.

2. Reforestation and Landscaping Projects

a. Mickler Boulevard

Foreman Large advised that there is a lot of water out there right now from the recent heavy rains but that Public Works did mow the area. He said that he planned to cut it high so that the wildflower seeds would spread but that he did not get with the crew before they cut it, and it was cut low. He said that they spread the rest of the wildflower seeds and that the Finance Director told him that SEPAC had some money left so he bought more plants from Southern Horticulture and planted those as well. Member Candler asked when that had been done. Foreman Large said that it was the last week in September. He advised that there is more money, so there is an option for SEPAC to do something in the other area on Mickler Boulevard that he and Chair Krempasky visited.

Foreman Large advised that there is some grass filling in from the sides, which needs to be maintained but that Public Works does not have the manpower to do it. He said that there are options that he would talk about at another time when they are farther in to it and that he would like to talk about the person that will be taking care of the ecogarden. He said that there is still a good amount left in there and hopefully the seeds will come back up in the spring. He said that they received a lot of compliments from people walking by when they were out there.

Foreman Large reminded SEPAC that there were a few of the parkette signs left and he suggested putting one in the wildflower area to help protect it from drivers and to let people know that it is a City lot. Vice Chair Bandy liked the idea of helping to keep vehicles out of the area. Member Candler suggested putting a natural border around the area. Foreman Large said that he did not think that SEPAC had ever talked about that. Member Candler said that it needed definition so that people would know that it is a wildflower garden and that she was thinking of something made of wood. Chair Krempasky advised that SEPAC did not have much money this year. She said that \$4,000 was moved to the FY 2024 budget, \$1,800 for the maintenance of the swale, and money for awards/plaques.

Foreman Large said that there is \$6,050 in the budget for SEPAC. Chair Krempasky said that she talked with Foreman Large and emailed the Finance Director and that she had forgotten about the Arbor Day funds and she believed that SEPAC could still pull off the purchase of trees from their budget. Foreman Large said that the trees are purchased when they are very small, and are reasonably priced. Member Candler asked how much was spent last year. Foreman Large said he spent about \$450.

Chair Krempasky moved on to Item V.2.b.

b. Parkette Planning/Green Infrastructure

Foreman Large advised that the water truck is up and running but it does not have a pump right now, it has a free-flowing hose on the back that puts out hundreds of gallons of water. He said that he used it last week to water the wildflower area, the ecogarden, as well as the three palm trees.

Foreman Large advised that Leonardi's planted three palm trees at 2nd Street and that they really look nice. He said that there was an issue because the root balls are so big and if you do not pack the soil well, there will be air pockets. He said that he found air pockets two weeks after they were planted, and they had to redo everything. Chair Krempasky asked if he did the work or if he had Leonardi's come back to fix it. Foreman Large advised that he did it himself because the air pockets appeared while he was watering them. He said that they look great, and the nearby homeowner is very happy with them. He said that the cost was \$1,459.98 and that he thought that they did a great job overall.

Chair Krempasky said that the ecogarden fence is in and there was supposed to be Honeysuckle vines and she asked if they were ever planted. Foreman Large advised that they are there, just small.

Foreman Large advised that Southern Horticulture did the ecogarden, which was \$2,521.50. He provided the list of plants [Exhibit B] and said he counted every one of them. He reported that we have lost about six dune daisies, and he found about four piles of dog feces in the flower bed. He said that he did not know where the dogs came from, but that no one picked up after them and it was all over the place. He said that he talked to his supervisors about possibly putting a dog mitt station there and they are looking into it. He advised that he did not know if that was the reason that the plants died or possibly too much water because when a hundred gallons of water a minute are pouring out, you cannot really see, which plants may be getting too much water. He said Southern Horticulture put the cardboard down and stuff on top of it, so it is hard to tell how wet the soil is. He plans to contact Southern Horticulture to see if they would replant the flowers because they are guaranteed. If they will not replace them, it would cost about \$24 to buy more daisies, which were planted right in the front and should be replaced.

Foreman Large advised that Member Thomson wanted to move the flowerbed ten feet to the south and when he met with Southern Horticulture, they did move it, which changed the design a little bit, but they did a really good job putting it in.

Foreman Large advised that he met with Shayan from Ruah Gardens, and he believed that he would do a great job of edging the swale and making it look nice. He provided the maintenance proposal from Ruah Gardens for the 8th Street ecogarden [Exhibit C] and

said that it was another option to put one of the leftover signs. Chair Krempasky said that we were planning to do some sort of signage there for educational purposes and maybe Lonnie Kaczmarzsky could help with that since he did the sign for the bioswale. Foreman Large asked if he should hold off on the sign for now. Chair Krempasky said yes. Foreman Large said that Shayan did not start yet because he did not realize that he needed a City business license, so he is in the process of getting that and his insurance. He said that his proposal for 8th Street is \$150 a month and that he would really like to work with the City and do more. He advised that he took Shayan to the wildflower area, and said that he would provide us with a quote. He said that he lives in the City and would like to help beautify it. Vice Chair Bandy asked if his was the only quote that was received. Chair Krempasky said that she got a quote from Southern Horticulture and Native Plant Consulting and neither of them could do it. She said that she contacted The Elegant Gardener who was interested but did not provide a quote. She said that Ruah Gardens contacted her, and she forwarded his information to Foreman Large. Vice Chair Bandy asked how often he would go there. Chair Krempasky said it would be once a month and that he was only charging \$150. She said that he seemed to be very conscientious and would not want his product to look bad. Foreman Large agreed. Chair Krempasky said that if we are displeased after a few months, then we could give him guidance or cancel and try to find someone else. Vice Chair Bandy asked if it would come out of SEPAC's budget. Chair Krempasky said yes, it is from the \$1,800 that SEPAC has in its budget.

Member O'Brien said that what Public Works has been doing around the City has been fantastic and they are always conscientious and have safety in mind. Foreman Large thanked him. Chair Krempasky asked if Public Works supplied the cardboard. Foreman Large said yes, because they did not want to purchase it since they have it in their recycling area at Public Works. Chair Krempasky said that pulling it from recycling saved us money. Foreman Large said that it worked out well.

Chair Krempasky moved on to Item V.3.a.

- c. Urban Forestry
- d. Environmental Planning Projects

3. Educational Programs

- a. Environmentally Friendly Landscaping Recognition

Chair Krempasky advised that SEPAC would recognize the two residents at the November 13th Commission meeting along with the four Stewardship Award winners. Vice Chair Bandy asked if they had been notified yet. Chair Krempasky said no because she was not sure if SEPAC was going to meet tonight. Vice Chair Bandy asked if she should notify her person. Chair Krempasky said yes.

Chair Krempasky moved on to Item V.3.b.

- b. Environmental Speaker and Film Series

Chair Krempasky advised that they would be showing a film called "Protect our Paradise", which is a series that someone in the State of Florida did, and the speaker would be Deirdre Irwin who works for the St. Johns River Water Management District. Ms. Irwin

would introduce the film, which is about twenty-eight minutes long, and then answer any questions, then she may also give a brief presentation. She advised that Ms. Irwin is a water conservationist and may talk about that as well. It will be at the library in Sea Grove on October 26th at 6:00 p.m. and she encouraged everyone to go.

Vice Chair Bandy said that SEPAC needed to talk about the future of the speaker and film series. She said that we could wait to see how this attendance is, but since it restarted this year, it has been pretty bad, and it may not be worth the effort that we are putting into it. Member O'Brien asked what SEPAC is doing to bring awareness to it other than the Newsletter. Chair Krempasky said that the library has an event calendar. Vice Chair Bandy said that the library has their series and they put it on their website and newsletter. She said that we put it in our Newsletter and send it to various environmental groups to help promote it. Member O'Brien asked to have any marketing sent to him because he is on the Board at the YMCA. He said that there are so many individual groups and there was not a lot of collaboration or sharing and there may be an opportunity for us to share across different platforms such as with the schools. He said that he gets emails from the schools asking about different activities for the kids and we could do a PDF or a flyer for the school to send out and then we could decide if the effort is worth it. Chair Krempasky said that before Covid, they were getting about thirty to forty people, so it was successful, but we have not been able to get back to those numbers. Vice Chair Bandy said she was told that all the library programs have been suffering. Member O'Brien said that there have been a lot of people that moved here since Covid, and they probably do not know anything about the series so it would be an opportunity to educate them. Vice Chair Bandy suggested for him to get it from the last Newsletter because they cannot communicate with him outside of a meeting.

Chair Krempasky said that she would hate to see it go away but that she knows it has been a lot of work for Vice Chair Bandy. Vice Chair Bandy said that she liked doing it but that she gets disappointed because some of the speakers drive from Gainesville and only have three people in the audience. She said that this event would be the last one for this year since we would be going into the holidays and that we could talk about it again later. Chair Krempasky asked when she would want to start it back up again. Vice Chair Bandy said that she did not know.

Chair Krempasky moved on to Item V.3.c.

c. Newsletter Topics

Vice Chair Bandy said that she could do something in the Newsletter about the ecogarden and every month they have been doing the Environmentally Friendly Landscaping but have not had any applications lately. Chair Krempasky said that Commissioner George's business property looked pretty good, but she did not think that she should be the person to review the property due to a potential conflict. She said that she was not sure if the majority of her plants were native, so she asked her for a plant list. She said that she also has permeable pavers, solar panels, the right type of mulch, and that she would be a good person to nominate for the Environmentally Friendly Landscape Award. Member O'Brien said that he could nominate her because then there would be no conflict. Chair Krempasky asked if the Vice Chair wanted to go look at the property. Vice Chair Bandy said that she could do that. Chair Krempasky said that she would fill out the paperwork

and have Commissioner George's assistant send it. Vice Chair Bandy asked if she should look at this month or wait until we receive the application. Chair Krempasky said to wait until we receive the application, but that Commissioner George is really interested in it. She said that she talked to her about the Anastasia Island Environmental Stewardship Awards but that she did not think it would be a good fit for the type of people and organizations that we have recognized. Even though she is very environmentally focused, it was not landscaping per se.

Vice Chair Bandy went back to discuss the Speaker Series and said that Member O'Brien talked about coordinating with other groups and that EcoCinema is also doing water conservation. Chair Krempasky said that she got their movies and needed to take a look at them but that they are not really willing to push SEPAC because we do not have a way to push them.

Member O'Brien said that if SEPAC does not want to do the Speaker Series because it takes time, then maybe we could promote the Eco Series in the newsletters and we would have more time to focus on the things that we want to do. Chair Krempasky said that the Eco Cinema Series has an advantage over SEPAC in that you can drink alcohol. Vice Chair Bandy said that they have vendors and groups. Member Candler said that she did not know what they were talking about. Chair Krempasky said that it is from the St. Augustine Film Society, and they have an Eco Series at the St. Augustine Yacht Club. She said that if we are not considering them as competition, then it would be good to collaborate. Vice Chair Bandy said that they have the support of the Amphitheatre and various sponsors.

Chair Krempasky asked the Vice Chair if she had everything she needed for the Newsletter. Vice Chair Bandy said yes and that she could also put something in about a native plant or something.

Chair Krempasky moved on to Item V.3.d.

d. Environmental Education Materials

Chair Krempasky said that we do not have any money next year to make flyers but that she noticed that someone from the City had been preparing flyers. City Clerk Fitzgerald advised that the Engineering Director has flyers on certain topics as a requirement of some of the grants and certifications that we have. Chair Krempasky asked if they would be in the Newsletter. City Clerk Fitzgerald said that she did not know everywhere that he sent them, but that they were sent out with the Business Tax Receipt (BTR) applications this year, which was roughly five-hundred mailings that were going out anyway. She said that they have been all over City Hall and she believed they were also at Arbor Day.

Chair Krempasky moved on to Item VI.

VI. OTHER COMMITTEE MATTERS

Member O'Brien discussed his email regarding gutters [Exhibit D]. He said that we get a lot of rain here and a lot of people do not have gutters. He would like to start a dialogue about what could be done to start requiring gutters and downspouts, which is tough to do after someone is living there. He said that there are a lot of people trying to move here and people are making huge profits from their properties. He said that if they want to sell their property and it does not have

gutters and downspouts, then they should be required to install them before they could sell the property. He said that in the municipality that he moved from, any time that you bought a property, it would be inspected, and you would be required to fix things such as cracked sidewalks because they are a tripping hazard. He said that he did not know if it was legal in Florida and that it would be something for the City Attorney to look at. He said that his original comment was to do this for new construction and then it could potentially be required if you sell your property. He said that the feedback was that there was not a lot of new building happening, but if you walk around near 8th, 10th, and 11th Streets, there is a lot being built. He said that his street is flooded, people are going through his yard to avoid the water, and no one has downspouts. He said that there were nine new properties built on 9th Street and only five of them have downspouts and on 5th Street there was only one out of three with downspouts. He advised that a lot of neighboring streets are flooded and that it never used to be like this. He has lived here for three years and never had water like this before.

Member O'Brien said that this was worth putting in the minutes because he was concerned as a homeowner. There is new construction going on and gutters and downspouts are not overly expensive. He suggested that SEPAC should look at this and make some recommendations to the Commission and that he would be attending the meetings to voice his opinion. He said before we throw up our hands, let's find out how legal this is. Chair Krempasky asked if he talked to the Commission about this once before. Member O'Brien said that he referenced it to them. Member Candler asked how it would help the street from flooding because it is the same amount of water coming off the roof whether it goes down a spout or not. Member O'Brien said because it is a control measure to capture the water and direct it to a certain place, such as a rain barrel. He said that a neighboring property has rainwater coming off the roof onto his property because they chose not to capture the water. He said that he cannot do anything about them being grandfathered in, but he would love for it to be something that they would have to control if the property sells. Member Candler said that it is bigger than just gutters, it takes the water and puts it where you want it. Member O'Brien said yes, it is controlling it. He said that up north, if he puts in flexible extensions off of his downspouts, and his water goes onto someone else's property, he would be cited for it. He said that there is one stormwater drain on 10th Street on the public parking side that usually captures the water, but since the lot behind the hotel has been built up, the water cannot go there anymore. He said that the engineers should know these things so that as the City approves development, it could be put in beforehand. He said that he is not an engineer but that he has seen it and there are opportunities to try to control it. He said that his home did not have them but when he redid the exterior stucco, he put in gutters and downspouts.

Chair Krempasky said that it was her understanding that Public Works looked at that for new construction. She said that her house is the lowest spot on her street and there is a three-story house that is two feet above hers and the prior Public Works Director made them put in French drains, gutters, and bury a rain barrel in the yard to keep the water from coming onto her property. Foreman Large said that this was not his area, so he did not know, but controlling the water would be much better than letting it just run off your house. He said that he could ask the Public Works Director and Assistant Director if this was something they would look at. Member O'Brien said that he was not asking for a solution, but he wanted it in the minutes because he was serving on this Committee to make an impact and have a voice, so when he gets in front of the Commission, he could tell them that SEPAC had this conversation and would be happy to continue with it and help them in any way. He said that not doing it and leaving it for the next group to do

was not acceptable to him. He pointed out that there is house near the gas station that controlled their rental property's water into a drain, which he felt was the responsible thing to do.

Chair Krempasky said that after this meeting she would write up a brief description of what SEPAC discussed because the Commissioners do not read SEPAC's minutes and that it would be nice if Foreman Large could start a conversation with Public Works. Foreman Large said that he did not know if it should be Public Works or the Engineer. City Clerk Fitzgerald said that it was previously done as part of the engineering review, which would now be done by Engineer Sparks and the Engineering Department. She reminded SEPAC that they only deal with public property, not private property and that SEPAC does not meet the statutory standards to work in land use, which has financial disclosures, etc. Member O'Brien said that he was fine with that, but he believed that the street in front of his house was public and there are people that park at the public lot and go through his yard with their dogs, etc. and he does not like it, but he accepts it. But when people walk through his property because the road is flooded, it is public, and he will make comments to the Commissioners about it because he wanted his voice heard and he wanted it in the minutes. Chair Krempasky said that just because it is not SEPAC's purview does not mean that he cannot talk to Public Works to ask if they are still doing the same thing.

Member O'Brien said he wanted to bring awareness because not everyone lives on a street that floods. He said that the entire area looks like trash significantly more than in the past because we are not doing enough to control the rainwater. SEPAC has an initiative about rainwater management and most of the water is coming from the houses, which they are not controlling. He said that he was not asking for any regulations, only for it to be mentioned so that future action could be taken by the appropriate people and that he had no problem meeting with City staff and the Commission about it. He said that he was told that this was where he could make comments and start making changes and that is why he was here. He said that he would rather be with his children at their sports programs right now, but that he was here instead because he cares about this community, he loves the work that SEPAC is trying to do, and he wanted it in the minutes so he could talk to the appropriate people.

Chair Krempasky said that she had one more thing to discuss and she asked if there was anything else that SEPAC wanted to discuss. Vice Chair Bandy asked about the budget and whether anything was presented. Chair Krempasky said no and that she believed that SEPAC had \$6,000. Foreman Large advised that the Finance Director and Chair Krempasky took care of it. Vice Chair Bandy asked if it was so much less because SEPAC did not spend it last year or that the City just did not have the money. City Clerk Fitzgerald advised that it was for both reasons, the budget was extremely tight this year, plus SEPAC did not make a formal presentation with a list of projects. Chair Krempasky said that SEPAC also did not have meetings in August or September and that she explained to the Finance Director that SEPAC did not get some things done, we did not have the water truck, or the support of the residents, and she was on board with that. Vice Chair Bandy said that SEPAC did a lot in September. Chair Krempasky agreed and said that we spent a good bit of our funds, we had \$4,000 moved to next year, and maybe next month we could discuss what projects we want to take on so we could go directly to the Commission early for their support. She said that A Street is a swimming pool, and if it is still that way in a few days, then we should address that plaza. She also suggested that SEPAC should shoot for D Street because once we see other projects start to flower, we could prove to the Commission that we would be maintaining it even if it costs SEPAC a little bit of money. Member Candler said that it was our goal to complete one or two so that people would realize what we are doing. Vice Chair Bandy said that we need

the sign to educate people about what it is, and she questioned if SEPAC had the money for that. Chair Krempasky suggested to figure out what size sign they wanted and that it should only be a few hundred dollars that we might be able to get out of the next budget. Vice Chair Bandy said that Lonnie designed the sign for the wildflower garden, which was really nice, and he also did the one for the bioswale so maybe we could be consistent and ask him to do this sign too. Chair Krempasky said that Lonnie had back surgery yesterday and he cannot go anywhere for thirty days. City Clerk Fitzgerald said since SEPAC has a limited budget, she suggested to use the next few months to plan their projects and get quotes so they would have a full-fledged proposal to present to the Commission and then they would have a year to accomplish everything. Chair Krempasky agreed.

Chair Krempasky advised that the City Clerk provided a timeline of how this Committee has changed over the past twenty plus years [Exhibit E]. She said that she asked the City Manager what the process would be, and he said that she would need to present a proposal to SEPAC, we would need to vote whether we wanted to take this to the Commission, and then someone would need to speak at the November 13th Commission meeting. She said that she was not sure if the next step would be to do a resolution but that the City Clerk provided her with copies of the prior resolutions, and she asked the City Clerk if she would forward them to the other Members. City Clerk Fitzgerald said yes.

Chair Krempasky said in addition to reducing it from seven members to five members, it would be nice if we could have members from all over the island. She said that the Charter stated that SEPAC members are supposed to be City residents, but most of the people that we nominate for Stewardship Awards are not in the City and it would give us a larger pool of people. Vice Chair Bandy said that she has had some people interested but they did not live in the City. Chair Krempasky said that someone who lives across the street in the Commodore's Club cannot be on a committee that basically affects them since they are right across the street. City Clerk Fitzgerald advised that there are some boards in the State that allow certain membership from outside of their city, but it is usually someone with an interest in that city, such as a property owner that lives elsewhere or a business owner, etc. She said that allowing membership on a city-run and/or city-financed board can become an issue because some claim you are using city taxpayers' dollars on people that do not live within the city limits. She said that all our projects are within our City limits because we do not want to spend taxpayers' dollars elsewhere. Vice Chair Bandy said that volunteers do not get money and our projects would still be in the City. City Clerk Fitzgerald said that every time SEPAC meets, it costs the City money for her and Foreman Large to be there, to type the minutes, to record the meeting, to have the lights on, etc. Vice Chair Bandy said yes, but it did not financially benefit someone that lived over there that is coming here. City Clerk Fitzgerald said that the fact that they would be on this Committee would mean that City taxpayers' dollars would be spent on them, and if non-residents became the majority of the members, then it could become an issue, but it would ultimately be up to the Commission with the City Attorney's advice. She recommended against it unless it became absolutely necessary and at that point SEPAC would be better off becoming a club that could allow its members to be anyone.

Member O'Brien suggested going to five members with two alternates and to only allow City residents as members, but that he also thought it would be a good compromise to allow someone with an interest such as a City property owner or a City business owner. Chair Krempasky asked if everyone felt the same. Member Candler said she felt the same. Chair Krempasky asked if SEPAC wanted her to go to the Commission's November 13th meeting and propose a reduction from

seven members to five members. Vice Chair Bandy said yes. City Clerk Fitzgerald advised that at that point, there would be two paths. You could either go to the Commission with a drafted resolution and ask that they pass it on the spot, or you could go to them with the request to try to gauge which way they are leaning and have the resolution at a later meeting. Chair Krempasky said from her own standpoint, she would rather run it past them before we spend any time drafting a resolution that they may not do anything with. Member Candler said that she did not see why they would care. Vice Chair Bandy said that the only reason that they might not care would be if they do not want SEPAC at all. She said that she has been on SEPAC for five or six years and that we have almost always had our meetings until lately. She said that SEPAC would get a new member and they would not last very long, which has been a struggle. She said that she did not see any reason not to go to five members because that is what we have now. Chair Krempasky said that since the focus of SEPAC has shifted to the environment, the Master Gardeners are not lining up like they used to do to be a part of the Beautification Committee. She said that asking the Commission to cut it to five members could lead to the real possibility of them saying that they do not need this Committee.

Discussion ensued regarding how many members were on the other City Boards; whether the Charter Review Committee had all seven members yet; that the Charter Review Committee is only a six-month commitment; etc.

Chair Krempasky said that she would be happy to suggest it at the next Commission meeting. Member Candler said that she would feel better presenting the Commission with a resolution because otherwise you would only be asking for their permission. Chair Krempasky said that she asked the City Manager what the process was, and he said to bring a proposal to the Commission. She said that she has never written a resolution before, and that if SEPAC tried to write a resolution, we would only have two weeks to finalize it and it would be without SEPAC seeing it because it would need to be in the Commission agenda book two weeks before the meeting. Vice Chair Bandy asked what their reason would be for saying no, we are requesting this because there is a limited number of people in this City, and we have tried for many years, but people do not want to make the commitment. Member O'Brien said to get action done, sometimes less is more by having a smaller quorum, and then we could expand it to people with a vested interest. He said that it is a win-win, and they would not say that SEPAC has to go because what we focus on is important and that he assumed that the Commission believed in that. He said that he would attend the meeting and back up Chair Krempasky. Chair Krempasky said okay.

City Clerk Fitzgerald recommended writing a letter or memo to City Manager Royle to go into the Commission's agenda book that would explain the bulk of what SEPAC wanted to do, which would mean less speaking. Vice Chair Bandy said that if we could open it up to business owners, maybe we could get two alternates, which would allow us to be able to have our meetings even if a regular member was not able to attend. Chair Krempasky said okay and asked the Vice Chair if she knew any other Master Gardeners that lived in the City. Vice Chair Bandy said yes. Chair Krempasky asked if she would ask them if they would be interested in SEPAC because beautification equals environmental resiliency. She said that she believed that the projects that SEPAC does. Vice Chair Bandy said that she tried many times to get one lady that is really active, she signed the clean water petition, and every time she runs into her, she says that she is still thinking about it.

Chair Krempasky asked if anyone had anything else to discuss. City Clerk Fitzgerald said that she did not remember if it was discussed at the last meeting, but the City of St. Augustine's glass

recycling is now open and there is a dumpster at R.B. Hunt Elementary School. She said that the City is in the process of talking about the possibility of getting a dumpster in the City, but we are not sure where it would be located. Member O'Brien said that the glass could not be in bags. City Clerk Fitzgerald confirmed and advised that it should be glass only because the opening is small, but it will fit most sizes of bottles. Chair Krempasky said that it is loud when you drop the bottles in, and she wished that it could be padded somehow.

Chair Krempasky moved on to Item VII.

VII. ADJOURNMENT

Motion: to Adjourn. **Moved by** Member O'Brien. **Seconded by** Vice Chair Bandy. Motion passed unanimously.

Chair Krempasky adjourned the meeting at 7:08 p.m.

Sandra Krempasky, Chair

ATTEST

Dariana Fitzgerald, City Clerk

SEPAC October 2023 Meeting Update

1. Mickler Butterfly and Pollinator Garden - Mr. Large reported that he replaced some of the plants that were inadvertently mowed too low. He will be monitoring the site.
2. Anastasia Island Environmental Stewardship Awards - The committee selected the 2023 award winners:
 - Thomas Davis, Individual Business Award Winner
 - Nana Royer, Individual Non-Profit Award Winner
 - Panache Salon and Spa, Group Business Award Winner
 - Anastasia Island Branch Library, Group Non-Profit Award WinnerWinners to be presented at the November 13 Commission meeting.
3. Plaza Discussion - With the water truck now back in commission, on September 21, Southern Horticulture created the swale and planted the plants per Native Plant Consulting's design. Chair Krempasky approached four companies to provide the maintenance on the swale. Both Southern Horticulture and Native Plant Consulting could not commit/submit bids. Chair Krempasky contacted the Elegant Gardener and Ruah Gardens. Ruah Gardens submitted an estimate. The owner, Shayan Khatibi, is a resident of CoSAB and looks forward to maintaining the native garden.
4. Urban Forestry Update - Per Member Thomson's suggestion, Vice Chair Bandy and Mr. Large coordinated with Leonardi's to plant three palm trees on the Avenue of Palms.
5. Environmental Planning Projects - not discussed at this meeting
6. Environmentally Friendly Landscaping Recognition - The two residents recognized during FY 2023 will also be presented at the November 13 Commission meeting. SEPAC to nominate new residents/businesses to recognize.
7. Environmental Speaker and Film Series - On October 26, we will present Protect our Paradise: Our Water, a film recommended by our speaker, Deirdre Irwin with the St. Johns River Water Management District. Ms. Irwin is a water conservationist and will introduce the film, answer questions and time permitting, make a presentation regarding conservation.
8. November Newsletter Topic - Announcement of the new eco-garden at 8th and A1A Beach Blvd. and landscaping recognition. Vice Chair Bandy to add another submission.
9. Environmental Education Materials - Per grant obligations educational materials are being created by Jason Sparks. Chair Krempasky will contact Mr. Sparks regarding SEPAC's use of the materials.

10. Other Committee Matters - Member O'Brien presented a photo of the recent flooding and a review of the homes that had gutters and downspouts vs those that did not. Member O'Brien would like the City to follow up with the legality of requiring gutters/downspouts during new construction and an ordinance to require any grandfathered homes to be required to install same prior to resale.

The Committee reviewed a proposal regarding the reduction of membership from seven members and two alternates to five members and two alternates. The committee requested the Chair to present the proposal at a Commission meeting. A proposal and request has been sent to City Manager Max Royle.

Submitted by Chair Sandra Krempasky

COMMISSION REPORT

October 2023

TO: MAYOR/COMMISSIONERS

FROM: DANIEL P. CARSWELL, CHIEF OF POLICE

DEPARTMENT STATISTICS September 21st, 2023- October 27

CALLS FOR SERVICE – 1425

OFFENSE REPORTS - 54

CITATIONS ISSUED -61

LOCAL ORDINANCE CITATIONS - 8

DUI – 2

TRAFFIC WARNINGS- 161

TRESSPASS WARNINGS- 19

ANIMAL COMPLAINTS - 43

ARRESTS - 15

- **ANIMAL CONTROL:**

- St. Johns County Animal Control handled 43 complaints in St. Augustine Beach area.

MONTHLY ACTIVITIES –

National Night Out- October 3rd 5-8pm

Blood Drive- October 5th 12-5pm

Tricks and Treats at the Beach PD- October 27th 5-7 PM

St. Augustine Beach Public Works/Engineering Monthly Project Report
10/25/2023

Grant Project	Grant Type	Grant Amount	Grant Expiration Date	Project Stage	Status
Mizell Pond Weir and Stormwater Pump Station	FEMA/ FDEM: 4283-088-R	\$2,202,108	12/31/2024	Complete	10/05: Sent Qtrly Rpt to Liliana Hernandez, FDEM 09/28 AAP invoice processed. 09/26: Rec'd \$711,312.12 FINAL reimb. 09/07: CMT final invoice processed.
Ocean Hammock Park Phase 2	FRDAPA1034	\$106,500	06/30/2023	Complete	10/04: Qtrly Report submitted. Ribbon cutting event held 10/04/2023.
Ocean Hammock Park Phase 3	CPI	\$60,000	9/30/2023	Canceled	10/23: Followed up with Melanie to learn review status. JSPARKS spoke to Melanie Orozco from FCT-FDEP regarding Phase 3 management plan changes from active to passive recreation. She is reviewing stewardship report.
Ocean Walk Drainage Impvmts	Leg. Appr.: LPA0222	\$694,000	3/31/2025	Design/Permitting	10/19: Progress Mtg. with Matthews and George F. Young collected underground utility data. Await Matthews NetZero Additional Services revision. Expect to advertise Phase I bid by end of November 2023. 10/17: Sept invoice processed. 10/10: Mtg w/Matthews to discuss Net Zero scope and recent invoices. 10/06: Qtrly Rpt submitted to FDEP. 09/29: MDG Net Zero CO scope provided for review. Progress meeting 9/13: MDG to revise plans with additional gravity outfall in existing easement adjacent to Territo's. Also specify PolyLok, Duracast OR EQUAL for trench drains, draft bid doc prep ongoing for CSAB review.
Ocean Walk Drainage Impvmts	SJRWMD (25% Cost Share)	\$354,087	09/30/2025	Design/ Permitting	10/25: Signed Cost Share funding Agmt. returned to SJRWMD. Constrxn must start B4 June 30, 2024. Expect to advertise Phase I bid by end of November 2023. 10/19: Received Cost Share Funding Agmt

St. Augustine Beach Public Works/Engineering Monthly Project Report

10/25/2023

					for execution. 10/05: Spoke with Sara Driggers and we will proceed with phased approach.
Sea Oats	FDEP (Matching Funds): 195J3	\$25,000	9/30/2024	Pre-Construction	10/05: Qtrly Rpt sent. Per Alyssa Lamb on 8/07, amendment low priority but is with FDEP leadership for review/approval. Amendment is for requesting an additional time extension to Fall 2025 due to conflict with beach renourishment/Sea Turtle Nesting Season.
C.R. A1A/Pope Road Storm Surge Protection	FEMA/ FDEM: 4468- 017-R	\$52,500	10/18/2024	Design/Permitting	10/17: City requested funding and time extension to respond to FDEM Engineering review request to provide signed/sealed information (damages \$\$\$ related) which was preliminarily provided by my predecessor. 10/12: FDEM Engineering review, additional information requested by N5anabria with FDEM Bureau of Mitigation. PH I RFR payment pending until Ph II funding approved.
Dune Walkovers	SJC Port and Waterway (Matching Funds)	\$190,025	N/A	Year 2 Construction In Progress	10/26: PO has been processed. Construction at 10 th and 6 th street is scheduled to start in November and complete by year end. 10 th and 6 th Street priorities, C & E after that; SJC Port & Waterway will match up to \$190,025; City only has \$100,000 budgeted.
Magnolia Dunes/ Atlantic Oaks Circle Drainage Impvmts	Leg. Appr. : LPA0387	\$1,200,000	12/31/2026	Pre-Design Study	10/26: Town Hall meeting to present pre-design study and Feasibility Report. Draft Final report markups provided 10/21/23. Final report due 11/02/23. City investigating route thru and South of MagDunes. 10/25: met with FDOT to discuss pond improvements. Option 1: request legislative appropriations to modify pond for a County or FDOT project. Option 2: Request FDOT place in Syr work plan. 10/05: Qtrly Rpt sent.

St. Augustine Beach Public Works/Engineering Monthly Project Report**10/25/2023**

					10/03: ECT to finalize report w/o Mickler Ditch. Ashton Lewis, FDEP is new grant coordinator.
					10/25: Progress mtg. Need 11/02 public mtg agenda. 10/18: 60% review comments provided. 10/13: 60% plans provided. 10/05: Qtrly Rpt sent. 09/27/23 Progress meeting: 60% plans being worked on, revised schedule provided. 2 options for 7th St: 1) Inv crown 1a) new inlet @ W end 2) option for Miami C&G on N side; cross slope to North 2a) new inlet at W end. 8th St: Rebuild W end hammerhead w/inv crown offset a few feet to the South & Diagonal shot to existing inlet. 9th St: Pipe down N side from approx 3rd driveway and cross road to South: 3 inlets total. Final deliverables from JBPro due 113023.
7th 8th and 9th Street Drainage	Leg. Appr. : LPA0386	\$90,000	12/31/2024	Design/ Permitting	10/17: PO#24-00088 executed, sent 10/25. Schedule kickoff mtg. 10/06: Qtrly Rpt sent. Executed final grant agreement for \$50k received 09/07/23, exp 063026. Applied for \$151,549 expansion of funding on 7/19/2023.
Vulnerability Assessment Update	FDEP: 23PLN30	\$50,000	06/30/2026	Kick-Off Mtg	

St. Augustine Beach Public Works/Engineering Monthly Project Report
10/25/2023

Non-Grant Project	Contract Expiration Date	Project Stage	Completion	Status
Stormwater Master Drainage Plan	01/20/23	Complete	Complete	Final Invoice approved 09/29/23. CMT provided COSAB the ICPR4 & GIS GDB files on 09/20. City agreed to pay last two CMT invoices and end project. CMT (Scooter) revised hydrology.
2nd St Widening and Extension	8/2023	Construction	9/2023	10/25: DBCivil preparing Sept 23 invoice. Budget Resolution forthcoming. 10/14: Paving completed. 10/12: 3 rd Alley pipe floated. 10/07: JK Underground electric infrastructure installed. 09/20: City approved CO#5 for black base and additional time. 09/14: Tustin driveway agreement made and poured. 09/14: JBPro survey data collection follow up.
A Street to 1st Street West Parking Lot	TBD	Pre-Bid	TBD	CSAB to Prep bid advertisement. Pavement Impervious area square footage estimate and options sent 8/22; 100% S/S design plans received. SJRWMD/SJC ROW permits issued. Construction anticipated Winter 2023.
Citywide Pavement Management	TBD	Award		10/18: Quotes received for inspections, resulting ranking/scoring and work plan developmenmt. Russ to issue POReq.
11th Street Drainage & Roadway	TBD	Pre Design/Permitting		10/25: Cured-in Place Pipe lining bids due 11/09. Clean/TV/Line pipe, reconstruct South lane.
Stormwater Utility Rate Structure Determination	TBD	Contract Negotiations		10/18: Draft contract negotiations mtg. Revisions underway.
RFQ 23-06 Continuing Contracts for Professional Services	TBD	Advertised		Architectural, Surveying, Environmental, GIS, General Civil Engineering and Mechanical/Electrical/Plumbing Engineering Services. Responses due Nov 9. Multiple vendors to be awarded.
Bid 23-07 Citywide Pipe and Manhole Lining, Renewal and Rehabilitation Services	TBD	Advertised		Drainage structure cleaning, camera and renewal/rehabilitation. Responses due Nov 9. Multiple vendors to be awarded.
Enterprise Asset Management/Smart N FL	TBD	Ongoing		11/13 Vision Plan Meeting. Clayton Levins, Smart NFL preparing discussion points based on the draft proposal and will present/answer questions.

Proposed Appropriations Projects	Funding	Estimated Amount	Scope
Stormwater Treatment Facility Capacity Improvements	24-25	\$2,000,000	Evaluate increasing weir and pond berm height to provide additional storm surge protection at the Mizell Weir. Evaluate downstream and upstream impacts. Benefits majority of the City's drainage service area, as well as County and FDOT facilities. Note that had Hurricane Ian's storm surge been a few inches higher, the weir would have overtopped, resulting in inundation of the city's drainage system. Combined with intense rainfall, this could be severely damaging to properties. (estimated benefit 5,000 people). Over 3-5 years.
Dune Restoration / Sea Oats Planting	24-25	\$400,000	Once the beach renourishment is complete and following sea turtle nesting season, there needs to be a replanting program to establish vegetation and encourage accretion of dunes. The dune system is vital to the City's resiliency along its entire length. (estimated benefit 7,000 people)
Mickler Blvd Ditch Mitigation 16th Street to 11th Street; A Street to 11th Street.	24-25	\$4,100,000	Regrade ditch at 11 th Street, south of 16 th Street. Armor ditch throughout project limits with semi-permeable product to mitigate erosion/stabilize ditch bank and increase ease of maintenance. Culvert improvements beneath 16th Street, 11th Street and at 3 independent driveway locations north of A Street will reduce system head loss and promote positive drainage. Over 3-5 years.
Oceanside Circle Roadway and Drainage Improvements	24-25	\$1,500,000	Oceanside Circle is an approximately 915 linear feet dead end roadway connected to, and north of, Versaggi Drive in St. Augustine Beach, Florida. Prior to 2011, the roadway consisted of a shell/dirt driving surface. In late 2011, the City paved the then existing dirt roadway with a double chip seal, rather than construct a traditional roadway (i.e. stabilized subbase, limerock base and asphaltic concrete surface). At the time, the chip seal method cost approximately 30% of traditional roadway construction. Unfortunately, the average life span of a chip seal is 7 years, versus up to 25 years for a newly constructed traditional asphaltic concrete roadway. The chip seal surface on Oceanside Circle is now well past its service life, is deteriorating, and is in need of replacement. In addition to the failing roadway surface, Oceanside Circle has no drainage system. Runoff drains to the low areas and causes localized flooding prior to eventually percolating into the ground. The flooding is worsening due to increasing impervious surface areas associated with new residential development on the roadway. Roadway flooding significantly reduces the life of a roadway, leading to base failure and potholes. Construction of a drainage system is essential prior to reconstruction of the roadway. Construct roadway and drainage improvements. Over 2 years.

St. Augustine Beach Public Works/Engineering Monthly Project Report
10/25/2023

Mizell Weir/Pump Station Discharge Canal Improvements	25-26 Appropriations?	\$3,000,000	Armor canal, renew S side bulkhead W of Fiddlers' Point Drive. Over 3-5 years.
FDOT Pond 500	25-26 Appropriations?	\$1,000,000	Pond 500 improvements to provide additional storage capacity. FDOT retain O&M. Over 3 years

Future FY Projects	Project Stage	Status
Parking Improvements - 4th Street East Parallel Parking, 5th Street Parking, 8th Street Lot SW	FY25-26 ARPA & City Paid	\$370K (\$215K + \$155k) & \$305K
Citywide Parking Improvements	FY25-26 City Paid	Pushed to FY25-26
4 th St Opening	FY24-27 City Paid	08/11/23 mtg: \$5k FY24 for Eng Cons OPCC. \$75k FY25 des/perm. \$1.1M FY26- 27 Construction
CRA1A / Pope Road	FY25-26 Federal Grant	\$750k each year
Citywide Pavement Management Program	FY25-28 City Paid	~\$300k/year
Ocean Walk Drainage Improvements	FY25 State Grant	\$305,086.00 (FDEP) and \$177,043 (SJRWMD)
Magnolia Dunes / Atlantic Oaks Circle Drainage Improvements	FY25 State Grant	\$499,000.00
11th Street Roadway and Drainage improvements	FY25-26 City Paid	\$200k/yr
Sea Oats	FY25 City Paid	\$25k (grant reimbursement)
Oceanside Circle	FY25-26 City Paid	\$750k/yr (Legislative Appropriations?)
A Street/1st Street West Lot Parking improvements	FY25 City Paid	\$313,000
Replace Storm Drainage pipes on Mickler Blvd	FY26-27 City Paid	\$50k & \$200k

Site Plan reviews/Bldg Dept projects	Status
Publix Drainage	Comments provided
A1A and F St	Initial review complete.
Old Beach Rd	Fill placement in question. Retaining wall likely required
King's Quarry	Final erosion and sedimentation control measures

St. Augustine Beach Public Works/Engineering Monthly Project Report**10/25/2023**

Misc Projects	Status
Sea Oaks ponds	10/25: PO's issued for survey and engineering eval
OTR/Sabor Del Sal	Residents coordinating
Oceanside Circle	10/25: Request peer review of previous design. Legislative Appropriations
Mizell Canal/Marsh Creek	10/18: Met with Mr. Rau. Met with Truemont for Redi Block budgetary quote. Received quote for new bulkhead along S Side from C&H Marine.
11th St/A1A ADA Ramp mod	
NPDES SH2O Insp memo	For B Law presentation at CC meeting, proposed fees for site plan review for commercial, stormwater erosion and sed ctrl, lot grading/lot grading final, waste control and IDDE inspections. Ref permit requirements
NPDES Annual Report review comments	City response provided to FDEP 09/06.
Stormwater Code Revision	Address during Stormwater Utility Rate Determination
Contractor Continuing Svcs Bid	Not started

MEMORANDUM

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: MONTHLY REPORT
DATE: 10/30/2023

Finance

FY24 Budget has been uploaded into the system and projects/purchases are moving forward. The city has until November 30, 2023, to enter any invoices into the system for FY23 and the department heads are working on closing out everything prior to this date. As such, there is no final monthly report for September 2023 as the numbers are not complete.

Communications and Events

<https://www.staugbch.com/events>

The city hosted the NEFLC Dinner on October 19th and the Full Moon Luau with Prince Pele on October 28th. Both events were well attended, and we received many compliments. Our **Light Up the BEACH!** season will kick off with the following events:

- 4th Annual **Beach Art Walk** – Saturday, November 25th from 2pm to 7pm
- **Surf Illumination** – Saturday, December 2nd from 4pm to 7pm
- **Holiday Market** – Saturday, December 9th from 3pm to 7pm
- **Christmas with Cops & Claus** – Wednesday, December 13th from 5:30pm to 7:30pm
- **Light Up the NIGHT!** Fireworks Show – Sunday, December 31st @ 8:30pm

In addition to these events, the Police Department will be collecting **Kilo's Presents for Pets** from December 1st through December 22nd at the SABPD and during the Holiday Market on December 9th. We hope to see everyone there for the festivities!

PENDING ACTIVITIES AND PROJECTS

1. **LAND DEVELOPMENT REGULATIONS CHANGES.** The City's Planning and Zoning Division proposed two changes to the regulations: a. Ordinance 23-09, to amend Section 6.01.04 to allow architectural features to exceed 35 feet for commercial buildings only, and Section 6.01.05, to include drainage requirements for new developments. The Planning Board held a public hearing on Ordinance 23-09 at its September 19, 2023, meeting, and passed the ordinance on first reading. The City Commission held a public hearing and second reading of the Ordinance at its October 2nd meeting. Commissioner George pointed out that the amendment to 6.01.04 was in violation of the 35-foot building height restriction in the City Charter. Section 6.01.04 will be deleted from Ordinance 23-09. A public hearing and final reading of the Ordinance with Section 6.01.05 will be held at the Commission's November 13th meeting. b. Also, at its September 19th meeting, the Planning Board reviewed changes to the regulations for special events for business promotional/sales permits and approved it. An ordinance will be prepared for the Board's December 19th meeting.

2. **VISION PLAN.** After discussion and making changes to it, the Commission adopted the Plan at its March 6, 2023, meeting. The Commission discussed at its June 5th meeting whether to schedule a workshop concerning the Plan later in June but decided to have the workshop in October with members of the Planning Board and the Sustainability and Environmental Planning Advisory Committee as well as Mr. Clayton Levins, an expert on Smart City planning. The Commission at its October 2nd meeting decided to have the workshop on November 13th, starting at 5 p.m. A Smart City consultant, Clayton Levins, will be invited to explain including the Smart City concept in the Vision Plan.

3. **PARKING IMPROVEMENTS.** At this time, the only parking project is paving the dirt plazas on the west side of the Boulevard between A and 1st Streets. A civil engineering consultant did the design and permitting phase for a cost of \$15,000. The City Commission reviewed two concept plans and selected one where vehicles will enter the parking lot from 1st Street with the exit on A1A Beach Boulevard. Final plans have been prepared, the required permits have been issued and a request for bids has been advertised. Construction is anticipated to be done during the winter of 2023-24.

There are no plans at this time for the Commission to consider paid parking.

4. JOINT MEETINGS:

a. **With the County Commission:** At the City Commission's October 2nd meeting, Commission Morgan asked about having a joint meeting. As the County Commission is engaged in the search for the new Administrator, the City will wait until the new Administrator has been hired and has been in the position for a few months before proposing a joint meeting. Possible topics for the joint meeting could be maintenance of pier park, the County's plans to relocate the fire station and what the County's plans are for a new fishing pier.

b. **With the Comprehensive Planning and Zoning Board and the Sustainability and Environmental Planning Advisory Committee (SEPAC):** No date has been proposed for a meeting.

5. **UPDATING PERSONNEL MANUAL.** City staff has begun reviewing the Manual section by section. When the review is done, a labor attorney will be asked to review the Manual to make certain it complies with current regulations and laws. Then a draft will be prepared for the Commission to review.

6. **GRANTS.** The City has received grants from the following agencies:

a. Florida Recreation Development Assistance Program, \$106,500, for restrooms at Ocean Hammock Park. The City's match was \$35,500. To lower the cost, prefabricated restrooms were selected. The cost of the restrooms was \$185,000. Money from the grant, recreation impact fees and the American Rescue Plan Act (ARPA) was used. Restrooms have been connected to water, sewer and electricity and the restrooms have been opened. The Commission held a ribbon-cutting for them on Wednesday, October 4th, at 4 p.m. at the Park. This topic will no longer be included in this Report.

b. Coastal Partnership Initiative: The City received a Partnership grant for \$60,000. It was proposed that this amount along with \$110,000 from American Rescue Plan Act funds would be used to construct a nature trail and scenic overlook in Ocean Hammock Park. The deadline for bids was May 23rd. One bid for \$826,210 was received. As this was well above the \$170,000 appropriated for this project, the Commission at its June 5th meeting rejected the bid and decided to ask the Florida Communities Trust (FCT), which provided grants to help purchase the Park, to allow the City to stop construction of any more facilities, such as the scenic overlook, in the Park. This will change the focus of the park from recreation to conservation. The Florida Communities Trust has responded favorably to this request and requested that the City provide documentation to what improvements have been made to the Park to date, which the City provided. The City informed the state that it wouldn't use the Coastal Partnership Initiative grant.

c. Vulnerability Assessment. The City received a \$50,000 grant from the Florida Department of Environmental Protection's Resilient Florida Program. The grant will help pay the costs to create the City's vulnerability study to ensure that it complies with recent changes to state law. The state sent a draft work plan for the City to review and comment, which the City provided. The grant agreement has been executed. In July, the City applied for an additional \$151,549 to complete the study. A purchase order has been issued; the City Engineer will schedule a meeting with the consultant.

7. **FLOODING COMPLAINTS.** Citizens have expressed concerns about the following areas:

a. Ocean Walk Subdivision. The subdivision is located on the east side of Mickler Boulevard between Pope Road and 16th Street. Earlier in 2020, the ditch that borders the subdivision's west side was piped. Ocean Walk residents complained that the piping of the ditch caused flooding along the subdivision's west side. To improve the flow of water, the Public Works Director had debris cleared from the Mickler and 11th Street ditches. The Commission approved the hiring of a civil engineering consultant, the Matthew Design Group. It provided a plan for swales, a pump station and other improvements. Also, in 2022, the City received a state appropriation of \$694,000 for the project. The St. Johns River Water Management District will provide up to an additional \$354,087 for the project. In October, the City Manager signed the agreement with the District for the money. As the estimated cost for the project is \$1.4 million, the project will be done in stages, which the Florida Department of Environmental Protection has approved. Additional funding will be sought for the later stages. The City has received an easement from one subdivision resident. The City will advertise for bids for Phase 1 in early December.

b. Oceanside Circle. This street is located in the Overby-Gargan unrecorded subdivision, which is north of Versaggi Drive. Three bids were received for a new, paved road and drainage improvements. As all the bids were well above the \$500,000 estimate provided by the City's civil engineering consultant, the City Commission at its February 6, 2023, meeting, approved the Public Works Director's recommendation to reject the bids. This project has been postponed. It could be funded in the future by one or more of the following means: a stormwater utility fee, assessing the owners of the properties adjacent to the street, grants or an appropriation by the Florida Legislature.

c. St. Augustine Beach and Tennis Complex and the Sabor de Sal subdivision. During periods of intense rainfall, two retention ponds can become full, which threatens adjacent residential properties. Because the ponds and adjacent road to one of them are privately owned and public money cannot be spent to improve private property, the City cannot develop a solution that will require the spending of public funds. The St. Johns River Water Management District determined that the areas were developed in the 1970s and early '80s, before permits were required. On June 22, 2023, the City Engineer and the City Manager held a meeting with concerned residents about the need for them to organize themselves to hire a civil engineering consultant to advise them about possible solutions. Since then, Water Management District staff has provided the City with an analysis of two private ponds. City staff met with concerned residents on August 17, 2023, to discuss possible solutions that they will have to develop and pay for. Afterwards, the Commission at its September 11th meeting approved the City pumping excess water from the Sabor de Sal and Atlantic Beach and Tennis Club ponds, if needed, during the current hurricane season. The solution is for the property owners to organize themselves and develop a stormwater management plan before the 2024 hurricane season. In the meantime, the City Attorney is exploring the preparation of an easement and hold harmless agreements with a property owner that would allow the City to put a pump on his property for storms in 2023.

On October 18th, the Public Works Director and City Manager met with two representatives from the St. Augustine Beach and Tennis Condos. Their large parking lot was flooded for several days from a storm on October 12th. A possible solution is for the Condos to have an underground pipe from the parking lot to the City's Linda Mar drainage system, which is connected to the Florida Department of Transportation system under State Road A1A. However, at a meeting with Florida DOT, the City Engineer and the Assistant Public Works Director learned that the DOT won't accept additional water into its system under State Road A1A. The next step will be another meeting with the condo representatives and informing Mr. Bill Brothers, owner of the Atlantic Beach Tennis Club, that he no longer can pump water from his pond to the Linda Mar system.

d. Pipes under Pope Road and A1A Beach Boulevard. Application for \$557,702, 75% of which will come from the Hazard Mitigation Grant Program. The contract with the Florida Division of Emergency Management has been executed. The Public Works Director prepared a Request for Qualifications for a design consultant. The responses were reviewed and ranked by a City staff committee and the Commission at its September 12, 2022, meeting authorized the City Manager to negotiate with the firm ranked first, the Matthews DCCM. The contract was executed in October 2022 and the design has been completed. The City has submitted the design and bid documents to the Florida Division of Emergency Management for evaluation and approval of construction funding. Florida DEM requested additional engineering information leading to additional scope of work by the Matthews DCCM and a request by the City for an extension of the grant.

e. Magnolia Dunes/Atlantic Oaks Subdivisions. Thanks to the efforts of Vice Mayor Rumrell, state representative Cyndi Stevenson and state senator Travis Hutson, \$1,200,000 was put in the state's Fiscal Year 2023, which went into effect on July 1, 2022. The appropriation survived the Governor's veto pen. The Florida Department of Environmental Protection prepared a grant agreement, which was signed in late October 2022. The next step is for the City to advertise a Request for Qualifications for a design consultant to do design and permitting work. At its February 6th meeting, the City Commission approved the staff negotiating a fee for services with Environmental Consulting and Technology of Jackson. Negotiations are under way. The consultant has been hired and the pre-design study is currently being done. The state has extended the grant agreement for an additional year. It will expire on June 30, 2026. At the Commission's September meeting, City staff asked that discussion of plans for the drainage improvements be postponed so that the staff could research more options. The City Engineer presented the options at the Commission's October 2nd meeting. The Commission decided the staff should explore using the Florida Department of Transportation retention pond on State Road A1A.

On October 26th, the City Engineer, Assistant Public Works Director and City Manager held a town hall meeting with residents of the two subdivisions. The final pre-design study is due November 2, 2023. The City has requested a design phase scope/proposal from a consultant.

f. West end of 7th, 8th and 9th Streets. The Legislature in its 2023 budget approved an appropriation of \$90,000 for this project. The City has signed a grant agreement with the Florida Department of Environmental Protection (FDEP). Design and permitting work began in July 2023 and be completed by November 2023. The City has asked FDEP to approve this schedule. The City has issued a purchase order for a consultant to do the design phase of the project. The deadline for the consultant to complete the design is November 30, 2023. A town hall meeting to review the design will be held on November 2nd.

8. STORMWATER UTILITY FEE. The Commission decided at its October 4, 2021, meeting that the time to levy the fee wasn't right in light of the recent increase in the non-ad valorem fee for the collection of household waste and recyclables and the increase in property taxes due to the rise of property values in the City. The Commission discussed the fee at its October 3, 2022, meeting and approved having a public hearing on November 14th meeting. At that meeting, the Commission approved a resolution stating the City's intent to adopt the non-ad valorem assessment. At its March 6, 2023, meeting, the Commission adopted an ordinance that will allow the Commission to levy a stormwater utility fee in 2024. At that meeting, the Commission did not approve a budget resolution to appropriate \$13,000 for a civil engineering consultant to research the data needed for the City to propose a range of fees for the utility but as the fees cannot be recommended by the June or July deadline for submission of the range to the Tax Collector. Money has been appropriated in the FY 24 budget to pay a consultant to develop a fee schedule for Fiscal Year 2025. In the meantime, the City staff prepared a Request for Qualifications from consulting firms. The deadline for responses was September 11th. Only Jones Edmonds provided a response. City staff will meet with representatives from the firm to negotiate the costs of their services and will present a proposal to the Commission to hire the firm to develop the methodology for the stormwater utility fee.

9. RENOVATING THE FORMER CITY HALL AND CIVIL RIGHTS MONUMENT. On March 23, 2022, the City Commission held a workshop, the purpose of which was to discuss with citizens the renovation of the second floor of the former city hall at pier park, future uses of the building and a civil rights monument. Ms. Christina Parrish Stone, Executive Director of the St. Johns Cultural Council, made a PowerPoint

presentation that described the building's history and the \$500,000 historic grant that can be spent on renovating certain features of the building, such as the upstairs windows and exterior awnings, and a smaller \$25,000 grant that can be spent on interpretative signage for the building. Ms. Stone highlighted that the building's designation as historic by the federal government enhanced its eligibility for the \$500,000 grant. The outcome of the workshop is that the building is to be used as a cultural arts center with the second floor possibly having artists' studios and a small museum. Artwork outside the building, such as a new civil rights monument to replace the old one that commemorates the 1964 civil rights struggle to integrate the adjacent beach, would be created. City staff will work with Ms. Stone and the Cultural Council on such matters as the building's structural strength, building code requirements to renovate the second floor, accessibility to the second floor for the public, fund raising and seeking citizens to serve as volunteers on a citizen advisory committee. The money from the \$500,000 grant must be spent by June 2024.

On July 12th, Ms. Christina Parrish Stone and Ms. Brenda Swan of the Cultural Council met with the Public Works Director and the City Manager and reported that the Council was advertising for proposals from architectural firms for the civil rights monument. Also discussed was where the monument would be located. One possible site is on the concrete walkway next to seawall and the stairs to the beach, so that the monument will be positioned where visitors can see it and the beach where the civil rights wade-in occurred in 1964.

At the Commission's March 2, 2023, meeting Ms. Parrish Stone showed illustrations of the proposed civil rights memorial to commemorate the "wade in" of the City's beach in front of the former city hall in 1964. She and a local architect, Mr. Connor Dowling, also showed illustrations of the new, second floor windows and some interior renovations. The memorial and other work will be paid by state grant funds. One delay is the columns along the building's north side to which the memorial panels will be attached may have to be replaced.

The latest update concerning grants for the building's renovation and the civil rights memorial is:

- Florida Department of State, Division of Historical Resources, \$500,000: \$110,251 has been spent on window replacement, roof repair, heating/air unit repair/replacement, second floor access improvements, balcony repair and repair/replacement of exterior columns.
- National Trust for Historic Preservation, \$25,000. It has been spent for visual displays to commemorate the 1964 wave-in to desegregate the beach in front of the former city hall. The displays will be put on the exterior columns once they have been repaired or replaced.
- National Park Service grant, \$50,000. This will pay for an interactive exhibition panel on the wave-in that will be in the new lobby of the restored building.

At its September 11, 2023, meeting, the City Commission agreed by consensus to provide an easement to the state. This was done at the request of the Cultural Council to help it obtain a grant of up to \$750,000 for renovations to the interior of the building.

Ms. Christina Parish-Stone provided a progress report at the City Commission's October 2nd meeting, such as roof repairs and replacing three air conditioning units. She said a contractor, DiMare, has been selected for further repairs, such as the columns, windows and awnings. She added that the Cultural Council would apply for a \$750,000 state grant with a \$100,000 match to be provided by the Cultural

Council. This money will be used for a new lobby and entrance, an elevator, conference space and improvements to the area now leased by the Art Studio.

In late October, the Building Department received plans from DiMare Construction to replace the second floor windows and reconstruct the columns for an awning along the building's north side.

In 2026, the long-term agreement the Cultural Council has to lease the former city hall from the City will expire. The Commission will discuss the future of the agreement at a meeting in early 2024.

10. BEACH RESTORATION. According to the U.S. Army Corps of Engineers, 2.5 million cubic yards of sand will be put on the beach from the middle of Anastasia State Park to south of A Street. The project will be done between February and September 2024. The federal government will pay the entire \$35 million cost.

11. NEW YEAR'S EVE FIREWORKS SHOW. The money for the fireworks is provided from the bed tax by the County Commission. The fireworks company has increased the cost for a 20-minute show from \$25,000 to \$27,500. The contract was signed in October by the City Manager. The City's Events Coordinator, Ms. Melinda Conlon, will work with the fireworks company on the music that accompanies the show.

12. INTERGOVERNMENTAL PROJECTS. When the Commission discussed the strategic plan at its February 1, 2021, meeting, more involvement with the County and St. Augustine was mentioned as desirable. Below is a summary of the City's current involvement with various area governmental entities.

a. Mobility: At the City Commission's August 11, 2021, meeting, St. Augustine's Public Works Director, Reuben Franklin, March 2021, presented his city's mobility plan. St. Augustine has received a grant to create a transportation connector in that city. If money remains from the grant, the two cities may discuss having a connector between them.

b. River-to-Sea Loop: This is a Florida Department of Transportation, St. Johns County, St. Augustine and St. Augustine Beach project to construct 26 miles of a paved bike/pedestrian trail as part of the 260-mile trail from the St. Johns River in Putnam County to the ocean in St. Johns County. The Loop will then go south through Flagler and Volusia counties to Brevard County. This is a long-term, multi-year project. At this time, the Loop will enter St. Augustine along King Street, go across the Bridge of Lions, south along State Road A1A to the State Park, through the Park and into our City, then along A1A Beach Boulevard to State Road A1A. Though possibly not feasible in all locations, the goal is to have a wide, bike/pedestrian trail separate from the adjacent road.

In January 2022, the County Traffic Operations Division informed City staff that no meetings concerning this project have been held for over a year. The Loop's final route has yet to be determined. It might be through the State Park into our City to A1A Beach Boulevard, or along Pope Road from Old Beach Road to the Boulevard.

c. Transportation Development Plan: The development of the plan involves several agencies, such as the County, St. Augustine, our City, the North Florida Transportation Organization and the Sunshine Bus System. On February 25, 2021, the City Manager attended by telephone a stakeholders' meeting for an update on the development of the plan's vision, mission goals and objectives. Most of the presentation was data, such as population density, percentage of residents without vehicles, senior citizens and low

income and minority residents in the County and the areas served by the Sunshine Bus. The next stakeholders' meeting has yet to be announced. The agenda will include transit strategies and alternatives and a 10-year implementation plan.

d. Recycling Glass Containers. St. Augustine Beach will join St. Augustine's program. A dumpster will be put in the south city hall parking lot. has a pilot program to test public use of a dumpster designated for glass containers. It will provide a dumpster that will be put in the south city hall parking lot. St. Augustine's Public Works Director, Todd Grant, will brief the City Commission at their November 13th meeting.

13. BEACH ACCESS WALKOVERS. The Assistant Public Works Director and City Manager asked the St. Augustine Port, Waterway and Beach Commission at its July 18th meeting to appropriate money in its Fiscal Year 2024 budget for walkovers. The Port Commission at its July 18, 2023, meeting appropriated \$190,025 for walkovers. The City will match this amount to construct walkovers at 10th and 6th Streets in Fiscal Year 2024. Depending on how quickly the beach renourishment project is done, these walkways may be finished before the start of sea turtle nesting season on May 1, 2024. Money for two more walkovers, C and E Streets, will be requested for the Fiscal Year 2025 budget.

14. HAMMOCK DUNES PARK. This Park is located on the west side of A1A Beach Boulevard between the shopping center and the Whispering Oaks subdivision. At this time, it has no amenities, such as walking trails, and the City has no money for them because of significant drainage and other projects.

15. UNDERGROUNDING OF ELECTRIC WIRES ALONG A1A Beach Boulevard. Because of the estimated cost of \$1 million per mile and the City's current focus is on drainage improvements, there is no current action to report. However, in accordance with Commission policy, the undergrounding of the lines will be done on new residential streets, such as 2nd Street west of 2nd Avenue.

16. UPDATING STORM DRAINAGE MASTER PLAN. Though the contract with CMT, the civil engineering consultant the City hired to do the update, has expired, the consultant has agreed to provide technical information that the City can use to have the plan completed. This project has been done. Any further updates will be included under vulnerability assessment. This project will no longer be included in this Report.

17. TRAFFIC SIGNAL ON STATE ROAD A1A AT MADRID STREET AND THE ENTRANCE TO MARSH CREEK SUBDIVISION. This has been requested by City residents. The signal would benefit the residents of two private, gated subdivisions, Whispering Oaks and Marsh Creek, and one ungated subdivision, Sevilla Gardens, with public streets. In response to emails from the City Manager, the Florida Department of Transportation responded that there aren't enough residents in Sevilla Gardens to justify the signal and the two gated subdivisions would be responsible for having a traffic study done, and, if the study showed the signal was justified, paying for the signal. The City Manager forwarded this information to a Whispering Oaks resident, who said he would contact Marsh Creek. At the Commission's December 5, 2022, meeting, Commissioner George said she would contact the Marsh Creek Homeowners Association about the traffic signal proposal. She reported at the Commission's April 3, 2023, meeting that the cost of the signal system, according to the Florida Department of Transportation, would be \$1 million. At the Commission's August 7th meeting, she reported that she met with the board members of the Marsh Creek Homeowners Association and that some of the members were not in favor of the signal. She said

she would follow up with the board again to see if they wanted more information or if they would take a formal position concerning the signal.

18. NEW STREETLIGHTS ON 11TH STREET

The City has asked Florida Power and Light to put two new lights on the north side of 11th Street between Mickler Boulevard and the entrance to the Ocean Ridge subdivision. The City Manager has signed the contract for the lights. A deposit of \$1,400 for the new lights has been sent to FP&L. The schedule is for the lights to be in place by February 2024.

19. NEW STREETS. There are two projects: 2nd Street west of 2nd Avenue and 4th Street between A1A Beach Boulevard and 2nd Avenue. The 2nd Street project also included rebuilding the existing street between the Boulevard and 2nd Avenue. Both sections of 2nd Street were paved in October. This project should be completed by mid-November.

Fourth Street is a platted street, most of which between the Boulevard and 2nd Avenue is unpaved. The City's policy is that the cost to open and pave such streets is paid by the owners of the lots adjacent to them and the City. The owners are charged an assessment. At its November 14, 2022, meeting, the City Commission approved the City Manager notifying the owners of the City's intent to open the street and charge them an assessment. In early December, the Manager sent the notification letters to the four owners. In late February, one property owner in response to his inquiry was told the cost to construct the street would be between \$460,000 and \$500,000, though the City Engineer considers this estimate to be low. The other property owners did not respond. An Engineer will get a revised estimate and the City staff will schedule a meeting with the owners to discuss a special assessment.

20. CLEANING OF STATUES IN LAKESIDE PARK. Some of the statues are showing wear and their age. The City Manager wrote to Ms. Marianne Lerbs, the wife of sculptor Thomas Glover, who is now deceased, for guidance to clean the statues.

21. REVIEW OF PUBLIC WORKS OPERATIONS. The City Manager held a meeting with the Finance Director, Public Works Director and Assistant Public Works Director, to discuss doing a review of public works operations to see where changes can be made to save money and improve efficiency. One outcome of the discussion was to meet with staff of St. Augustine and Flagler Beach to see what can be learned from how they do their operations, especially recycling.

22. REQUEST FOR QUALIFICATIONS. The City Engineer has prepared a Request for Qualifications for firms to provide various types of services, which include architectural, surveying, environmental, GIS, general civil engineering and mechanical/electrical/plumbing engineering. He has also requested bids for City-wide pipe and manhole lining renewal and rehab services. The deadline for firms to submit proposals for both is November 9, 2023. A committee of senior City employees will evaluate and rank the proposals, and will provide recommendations at the Commission's January 8, 2024, meeting.